

# “The City With a Heart”

David Nigel (Chair)  
Randy Brase (Vice Chair)  
Henry Mar  
Cecile Riborozo  
Jeffrey Tong  
Matt Jones  
Gus Sinks  
Paula Bradley (City Staff)  
Joseph Cervantes (City Staff)  
William Li (City Staff)



## **AGENDA**

### **Bicycle & Pedestrian Advisory Committee Meeting**

**March 11, 2015**

**6:00 p.m.**

**Meeting location: 567 El Camino Real, Conference Room 101, San Bruno**

Welcome members of the public. If you would like to speak on an item that is listed on the agenda, you may do so upon receiving recognition from the Committee Chair. If you would like to speak on an item that is not on the agenda, you may do so during item 3, Public Comment on Matters not on the Agenda.

- 1. Call to Order**
- 2. Approval of January 14, 2015 Minutes**
- 3. Public Comment on Matters Not on the Agenda**

Individuals allowed three minutes, groups in attendance, five minutes. It is the Committee's policy to refer matters raised in this forum to staff for investigation and/or action where appropriate. The Brown Act prohibits the Committee from discussing or acting upon any matter not agendaized pursuant to State Law.
- 4. Conduct of Business**
  - a. BPAC Annual Report to City Council– review and provide comments on the draft Power Point presentation for the 4/14/2015 Council Meeting. Select presenter of the annual report from the BPAC membership.
  - b. Metropolitan Transportation Commission TDA, Article 3, Measure A Pedestrian and Bicycle Program Grant for the Bicycle and Pedestrian Master Plan – review and provide comments on the draft Request for Proposals (RFP) (Paula Bradley, Community Development and William Li, Public Services).
  - c. San Mateo County Transportation Measure A, Pedestrian and Bicycle Program Grant for the construction of Improvements to the El Camino Real/Angus intersection - update from William Li, Public Services.
  - d. Adhoc subcommittees formation for 2015 - volunteers needed.
  - e. Discussion of possible Bike and Pedestrian routes for field visits: members propose routes & dates, and presentation of existing routes (Jeffrey Tong).
  - f. “Bike to Work Day” planning
  - g. Future Agenda Items (All)
  - h. Calendar Check & Announcements (Committee/Staff)
  - i. “Good and Welfare” (David Nigel)

**5. Adjournment**

3/5/2015



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# MINUTES

## Bicycle & Pedestrian Advisory Committee

### January 14, 2015

### 6:15 p.m.

**Meeting location: 567 El Camino Real, Conference Room 101, San Bruno**

Welcome members of the public. If you would like to speak on an item that is listed on the agenda, you may do so upon receiving recognition from the Committee Chair. If you would like to speak on an item that is not on the agenda, you may do so during item 3, Public Comment on Items not on the Agenda. As required by State Law, the Committee cannot take action on issues raised under item 3. Any such issues will be referred to staff or scheduled for a future meeting. Thank you for your interest.

#### 1. **CALL to ORDER / ROLL CALL**

##### Present:

David Nigel (Chair)  
Henry Mar (Vice Chair)  
Matt Jones  
Randy Brase  
Jeffrey Tong - absent  
Cecile Riborozo  
Gus Sinks  
Paula Bradley (City Staff)  
Joseph Cervantes (City Staff)  
David Woltering (City Staff)  
William Li (City Staff)

Community Development Director David Woltering introduced new contract planner Paula Bradley and Public Services Management Analyst William Li as the new Committee staff support contacts.

The Committee welcomed new member Gus Sinks.

#### 2. **Election of Officers for 2015**

RB opened the nomination for Chair. He recommended Jeffrey Tong, who is not present.

CR made a motion to nominate David Nigel as Chair. Second by HM. Approved (5-1-0). DN abstained.

DN made a motion to nominate Henry Mar as Vice Chair. Second by CR. Approved (5-1-0). HM

abstained.

DN thanked RB for two years of great service as Chair of the Committee.

Daniel Jacobsen, transportation planner for Fehr & Peers Transportation Consultants, is attending tonight's meeting to learn more about the City's Bicycle and Pedestrian Master Plan.

**3. APPROVAL OF SEPTEMBER 11, 2014 MEETING MINUTES**

Motion to approve the minutes made by DN, second by RB. Motion passed (5-1-0). GS abstained.

**4. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA**

None

**5. CONDUCT OF BUSINESS**

- a. Review By-laws - DW gave an overview of the updated by-laws packet presented to the Committee and requested Committee members review and become familiar with them.

GS stated under Item 7 there is an error in the statement "the Committee shall proved" should state "the Committee shall provide". Correction noted.

DN complimented DW on the BPAC training given to the new BPAC City staff and Committee member Gus Sinks. It was well done.

GS agreed the training was impressive.

- b. Review Mission Statement – DW reviewed the Committee's mission statement and stated the preparation of the City's Bicycle and Pedestrian Master Plan will support this statement, as well as getting out into the community on bikes and on foot to view our City firsthand. Scheduled bike rides or walking trips could be organized as a sub committee to know what the residents see and experience.
- c. Present survey results: Biking and Walking in San Bruno – MJ stated a survey was taken this past September at the City's Centennial Celebration. A similar survey was performed at the Posy Parade. The results were reviewed with the Committee and a copy of the results were provided. Thirty-one residents were surveyed, with a large majority of the respondents walking versus bike riding. Residents walk 34 times per week, but 70% stated they do not ride a bike at all. A majority of the walkers do so for recreation.

DN brought up the idea of the "walking school bus" where parents drop their child at a designated location with a parent volunteer who walks the children to school as a group. MJ responded this would be a great idea.

MJ stated most bicyclists have a destination in mind. What seems to prevent residents from biking more is a fear of vehicle safety while riding and the amount of hills in San Bruno. Many cities have similar concerns and are employing means of traffic calming or infrastructure changes to promote riding. A website link will be sent to Paula to forward to the Committee to review other city's findings. The survey got a good cross

section of resident feedback so this can be used in developing the Bicycle and Pedestrian Master Plan.

- d. Update- San Mateo County Transportation Development Act, Article 3, Measure A Pedestrian and Bicycle Program Grant for the Bicycle and Pedestrian Master Plan and Request for Proposals (RFP) – WL stated the City received grant funding through C/CAG of San Mateo County during the 2013-14 funding cycle for \$100,000 to develop this Master Plan. The City Council agreed last January to accept the grant funds and contribute a matching \$100,000 from San Bruno as well as \$40,000 for staff time. For the City's current Capital Improvement Program, the Master Plan was added in as a work program versus an actual project to make sure it would be included in the next CIP budget. A request for proposals draft to potential consultants for this will be presented for the Committee's review at the next meeting.

GS asked how the funding amounts are determined. WL responded that estimates are developed reviewing other cities costs for similar projects as well as San Bruno's proposed budget analysis. Then matching funds are requested from grant funding. Staff support cannot be paid from grant funds, so \$40,000 is budgeted separately for that.

DW stated the request for proposals draft will be presented to the Committee to review and comment on before it is sent out. When the proposals are received from qualified firms, they will be reviewed with the Committee to decide which proposal best meets the City's requirements. This will then be presented to the City Council for approval. Once approved, part of the consultant's job will be to attend BPAC meetings and work with this Committee.

RB asked if the Committee needs to meet more frequently to satisfy the goals of this project. DW responded that a special meeting can be scheduled to meet those goals.

GS asked if the consultants will be informed of the \$200,000 budget or do they submit their cost estimate independently. WL responded that they submit their own cost estimate but they have access to public information on City grant and budget amounts. During the evaluation process, cost can be a factor in which firm is selected.

DW stated City staff will develop a selection criteria that will be shared with the Committee.

- e. Update - San Mateo County Transportation Development Act, Article 3, Measure A Pedestrian and Bicycle Program Grant for the construction of Improvements to the El Camino Real/Angus intersection – WL stated this grant will address the busy intersection at El Camino Real and Angus adjacent to City Hall, which also has an elementary school, fire station and public library in close proximity. For the 2013-14 grant cycle, the City was awarded \$300,000 for final design and construction of the improvements at this intersection. The City Council approved this grant award on September 9, 2014 and the City submitted a matching fund of \$30,000 or 10% of the award. This project is not currently in the CIP budget, but should be approved for the next CIP 2014-19 budget approval. It will then be a similar process of developing a request for proposal for the final design and then go out for construction bids after the design is approved.

GS asked why one grant asked for a 100% matching funds versus 10% for the other. WL responded that there is grant application criteria depending on the agency.

GS asked if it would be more budget efficient to perform all of these similar projects together. WL responded that the grant application budgets do not go as high as the funding required to complete a larger group project, so it has to be done according to the funding availability.

DW stated the Grand Boulevard Initiative is a program to improve El Camino Real from San Jose to Daly City to make it more pedestrian friendly, with wider sidewalks, sustainable landscaping and mixed-use development, as well as making it bicycle friendly. City staff has been working with Caltrans and SamTrans to review El Camino Real from Taylor to San Bruno Avenue as part of this program. Nineteen cities are participating in the program.

DN asked if staff can bring project updates to the meetings. DW responded that City staff can do that.

MJ stated the initiative covers the pedestrian improvements quite well but the bicyclists don't seem to be addressed as well. DW stated this is part of what needs to be addressed as part of the City's Bicycle and Pedestrian Plan. One of the challenges is to show how to safely move bicyclists from BART and Caltrain up to Bayhill, which has major employers at this location, as well as other key locations in the City.

HM stated if a bicycle lane is created from Daly City to San Bruno, can one be created from Bayhill to Taylor? DW stated it will be based on the design agreement between the Master Plan and the Grand Boulevard Initiative.

GS stated the Master Plan should include a bike lane going all the way to Tanforan. It seems to be more cost efficient to do all the work at the same time.

WL stated the City of Millbrae has a bike route called "Bicycle Boulevard" DN asked if WL can bring the information on this to the next meeting.

f. Subcommittee Updates (All)

DN reviewed the sub-committees and asked if the members can come prepared at the next meeting to discuss any current activities or recommendations.

1. Outreach- Survey and other tools
2. Bicycle Safety
3. Crestmoor Canyon Trails
4. Street Conditions
5. PSAs

MJ stated the crosswalks near Parkside were recently repainted and he wanted to thank City staff.

g. Future Agenda Items (All)

DW stated he could contact Harry Burrowes to schedule a meeting to present an update on Crestmoor Canyon development.

HM stated he could meet one on one with him or with the whole Committee. DW stated he would recommend meeting with the whole Committee.

PB stated she began a tracking log for outstanding action items based on the minutes from 2014. She reviewed the items with the Committee.

DN asked if the tracking log can be added to the future minutes. PB agreed.

DN stated he would like to add a "Bike to Work Day" to the agenda. CR agreed that she would like to have it.

DW asked who provides the free items for this event. CR responded that the Peninsula Congestion Relief Alliance has provided them previously and she will coordinate with Walmart to host the event in conjunction with the Alliance.

DN stated he will contact Karen at the Alliance to confirm their participation.

MJ asked if there is an interest in a walking mothers group to help assess pedestrian recommendations for the Master Plan. DW responded that this specific group has a lot of experience in certain routes for pedestrians and bicyclist preferences. Sub committees could go out and take notes and photos and give feedback to the Committee.

RB stated residents can also come to meetings to address concerns.

DW stated as the Master Plan moves forward, getting out in the field to assess locations would be beneficial. This could include thoughts on bike routes and walking routes and then decide on two or three recommended locations to review. This would help the Committee to become more involved in the Master Plan in a variety of ways.

DN stated he would like to add "Good and Welfare" as an agenda item for future items to share appreciation for staff and Committee members actions.

RB stated congratulations to DN as the new chair and welcomed GS and MJ to the Committee.

DN asked if PB can organize the meeting dates to be presented at the next meeting. PB agreed.

DN confirmed that future meetings begin at 6 pm if it works for everyone. The Committee members agreed.

- h. Calendar Check: Next meeting will be March 11, 2015.

## 6. **ADJOURNMENT**

## BPAC Tracking Log

(Items for future agendas)

1. Protocol: agendizing items before BPAC
2. City Ordinance revision (Title 7, Chapter 48, Section 090) – conflicts with State law, City code allows children under ten to ride on sidewalk, State law does not, William is following up (WL)
3. Crosswalk on Cherry Avenue and Bayhill Shopping Center( JC)
4. Review Complete Streets (City adopted) (Staff)
5. Pedestrian Bridge over El Camino Real to Tanforan/BART. Council wants this to be re-introduced for review. (Fehr & Peers report)
6. Transit Corridor Plan policies re bicycling and pedestrian improvements – review – (staff)
7. Bike to Work Day – annual in May?
8. Posy Parade – annually in June?
9. Goal for BPAC – more public outreach
10. Crestmoor infrastructure status report - Harry Burrowes, Glenview Project Manager, Public Services
- 11.

# **BPAC Meetings 2015**

2<sup>nd</sup> Wednesdays 6:00 to 7:30 p.m.

January 14 Regular Meeting

March 11 Regular Meeting

April 14 - City Council Meeting Annual Report presentation

May 13 Regular Meeting

May \_\_ - Bike to Work Week

June \_\_ - Posy parade

July 15 Regular Meeting

September 9 Regular Meeting

November 11 Regular Meeting

# **REQUEST FOR PROPOSAL (RFP)**

## **Consultant Services for the Bicycle and Pedestrian Master Plan Project**



**City of San Bruno  
Department of Public Services  
Administration and Engineering Division**

**Department of Community Development**

**567 El Camino Real  
San Bruno, CA 94066**

**Proposal Due Date: Friday, April 10, 2015 at 5 pm PST**

## 1. GENERAL INFORMATION

The City of San Bruno (City), through the Public Services and Community Development Departments, seeks to retain professional consultant services for the Bicycle and Pedestrian Master Plan Project.

## 2. PURPOSE OF THIS RFP

The purpose of this document is to facilitate the selection of a qualified consultant firm to assist with completing a comprehensive Bicycle and Pedestrian Master Plan (Plan) for the City of San Bruno.

It is anticipated that the Plan will guide development of new and improvements to the existing pedestrian and bicycle networks and major components of the City of San Bruno's Capital Improvement Program (CIP) and the overall General Plan. With the support of the City's Bicycle and Pedestrian Advisory Committee, the City is working to establish a bicycle and pedestrian network that will promote safety, connectivity, efficiency and convenience for alternative transportation modes. The City's vision to establish a multimodal friendly environment is further defined in the City's adopted San Bruno Transit Corridors Plan.

### City of San Bruno Bicycle Advisory Committee (BPAC):

The BPAC serves to provide comprehensive resident insight into bicycle and pedestrian issues.

The role of the committee includes:

- Identify potential capital improvement projects that address bicycle and pedestrian access or safety issues;
- Receive input from residents regarding bicycle and pedestrian activities;
- Conduct educational awareness campaigns to improve the safety of bicyclists and pedestrians.

## 3. REQUIRED PROPOSAL CONTENT

All responses to this RFP must contain the following information:

1. Cover Letter. Present the consultant's understanding of the project and the methodology that will be used. It should include the name, address, email and phone number of the person(s) to contact about the proposal. The letter shall be signed by an officer of the Consulting firm who is authorized to contractually bind the firm and to negotiate a contract with the City. Provide name, title, address, email, and telephone number of this officer.
2. Table of Contents.
3. Detailed Work Plan. Describe the proposed approach and activities to be accomplished. The proposal must include a description of the community outreach program and assign responsibilities among the team members. Information on software which will be used to prepare all working documents and final documents shall be provided. All work products shall be in a format which can be converted to display on the City's Web page and which City staff can employ.
4. Firm Qualifications. Describe the firm's experience in managing projects similar in nature to the proposed project. This should include a description of prior experience in working with public agencies, including working with city staff and policymakers. The proposal shall include a list of other similar documents prepared for similar projects. This shall include the following information:
  - Project name and location

- Brief description of project and firm's responsibilities
  - Preparation and completion date
  - Key personnel involve in all disciplines
  - Contact name, address, and phone number for client
5. Project Team. Provide a resume of the project manager and proposed key personnel including name, summary of qualifications, as well as a list of projects in which each individual participated, if available.
  6. References. Provide three client references for the firm, two of which are familiar with the project manager and key personnel. This shall include the name, company, contact information, and description of related services that were provided to the client.
  7. Sample. Provide **three** copies of one or more recently examples of work delivered to prior clients, if available, including an environmental review for a project.
  8. Schedule. Provide an estimated schedule to complete each of the tasks. This should include the amount of time required to complete each individual task, and the time to allow staff to review and respond to the submitted material.
  9. Cost. This should include payment expectations, hourly rates for all professional, technical and support personnel and costs for meeting attendance, printing and other miscellaneous costs as applicable. Also include a not-to-exceed amount for completing the entire project. Costs shall be broken out by task.
  10. Standard Agreement Acknowledgement. A signed copy of the Acknowledgement Form (Attachment 5) that the Consultant agrees with the City's Standard Agreement for Consultant Services without any changes.
  11. Resource Allocation. Consultant shall provide an estimate of the required personnel hours by task and job title in the proposal for the tasks described in the scope of services. This information is not meant as a fee proposal, but only an indication of the level of effort envisioned for completion of the project at hand.

The City of San Bruno reserves the right to reject any or all responses received as a result of this solicitation; to extend the submission due date for; to modify, amend, reissue or rewrite this document; and to procure any or all services by other means.

The City will not be liable for any costs incurred by the consulting firms for the preparation of proposals or for developing and carrying out interview presentations, if needed.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals (RFP) unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of San Bruno and the firm selected.

#### **4. SCOPE OF SERVICES**

The work will require the selected consultant (Consultant) to perform services as specified in **Attachment 3**.

#### **5. SELECTION PROCESS**

The RFP process will establish a ranking based on how each proposal meets the qualifications of the Scope of Services and the requirements of the RFP. The proposal shall conform to the Proposal Requirements. It is important that all listed items be included in the proposal. Proposals, which do not comply with all the requirements per or the proposal deadline, will not

be considered. The City reserves the right to reject any or all proposals without qualifications, and to negotiate specific requirements and costs using the selected proposal as a basis.

The selected consultant shall be required to enter into the City’s standard consultant services agreement (**Attachment 4**) and include in the Proposal a signed copy of the Standard Agreement Acknowledgement (**Attachment 5**). All Consultants that respond to the RFP shall assume that the execution of this agreement, without changes, will be a required condition.

At the conclusion of the evaluation and interview (or if a best-qualified firm is selected without the need for an oral presentation), the City will enter into contract negotiations with the top ranking firm. If negotiations with the top-ranking firm are unsuccessful, negotiations will terminate and the City will undertake negotiations with the second-rank firm. City staff will make recommendations to the City Council, which reserve the right to reject any or all proposals. The selection process will be completed when a contract is executed.

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

**6. SELECTION CRITERIA**

- Proposed Work Plan and Approach.
- Familiarity with polices and procedures related to the work effort.
- Quality and completeness.
- Relevance and conciseness.
- Qualifications relating to design of bicycle and pedestrian master plans.
- Familiarity with current ADA standards and requirements
- Qualifications and experience of staff.
- Manpower allocation
- Completion of similar projects and references.

**7. PROJECT TIME SCHEDULE**

The following is a preliminary schedule for the project.

<u>Date</u>	<u>Action</u>
<b>April 10, 2015</b>	<b>Proposal deadline 5 p.m.</b>
<b>June 8, 2015</b>	<b>Award Consultant Contract</b>
<b>July 2015 – April 2016</b>	<b>Complete Master Plan</b>

**8. CONSULTANT SELECTION SCHEDULE**

A following schedule has been established for conducting this consultant selection process. The City of San Bruno reserves the right, however, to modify this schedule at any time.

<u>Task</u>	<u>Approximate Dates</u>
<b>Issuance of Request for Proposal</b>	<b>March 20, 2015</b>
<b>Deadline to Submit Questions</b>	<b>March 31, 2015 by 5:00 p. m.</b>

<b>Issuance of RFP Clarifications</b>	<b>April 2, 2015</b>
<b>Proposals due</b>	<b>April 10, 2015 by 5:00 p. m.</b>
<b>Award Consultant Contract</b>	<b>June 8, 2015</b>

## 9. QUESTIONS

Questions regarding the information contained in the RFP document must be submitted in writing, by email or by fax, and addressed to:

City of San Bruno  
 Community Services Department  
 567 El Camino Real  
 San Bruno, CA 94066-4299

Attention: Paula Bradley, Associate Planner  
[PBradley@sanbruno.ca.gov](mailto:PBradley@sanbruno.ca.gov) Ph. (650) 616-7038 Fax. (650) 873-6749

All questions must be received by **5:00 p.m. on March 31, 2015**. Questions will be responded to in writing. Anonymity of the source of specific written questions will be maintained in the written responses. A clarification addendum will be issued, if necessary.

Telephone requests for information or inquiries will be allowed only if the nature of the request or inquiry does not lend itself to formulation into a written question. Verbal inquiries, however, are discouraged and calling parties may be requested to submit written questions in lieu of receiving a verbal response. The intent behind this requirement is to ensure that consultants have available to them the same information and no inconsistent, incomplete or misinformation is communicated to any team.

If any changes or updates to the RFP are made, a copy of the current RFP will be posted on the City's website at [http://www.sanbruno.ca.gov/pw\\_proj\\_bidding.html](http://www.sanbruno.ca.gov/pw_proj_bidding.html).

Links to City of San Bruno website Key documents:

1. San Bruno Transit Corridors Plan: [http://planbruno.org/wp-content/uploads/2014/07/Full%20Document%20San%20Bruno%20Transit%20Corridor%20Plan\\_June%202014%20Update.pdf](http://planbruno.org/wp-content/uploads/2014/07/Full%20Document%20San%20Bruno%20Transit%20Corridor%20Plan_June%202014%20Update.pdf)
2. San Bruno General Plan: [http://www.sanbruno.ca.gov/comdev\\_images/planning/General%20Plan/Approved/SBG\\_P\\_CompleteGP.pdf](http://www.sanbruno.ca.gov/comdev_images/planning/General%20Plan/Approved/SBG_P_CompleteGP.pdf)
3. US Navy Site and Its Environs Specific Plan: [http://www.sanbruno.ca.gov/comdev\\_images/planning/Navy%20Site%20Specific%20Plan/4%20NavySiteSpecificPlan\\_2002-entire%20document.pdf](http://www.sanbruno.ca.gov/comdev_images/planning/Navy%20Site%20Specific%20Plan/4%20NavySiteSpecificPlan_2002-entire%20document.pdf)

Attachments:

1. Scope of Services
2. Proposal Format and Requirements
3. City Standard Consultant Agreement
4. Agreement Acknowledgement

## 10. SUBMISSION OF PROPOSALS

All proposals shall be submitted to:

City of San Bruno  
Department of Public Services  
Administration and Engineering Division  
Attn: William Li, Management Analyst  
567 El Camino Real  
San Bruno, CA 94066

Proposals may be mailed, hand delivered or couriered. No FAXES or emails. Proposals must be delivered no later than **April 10, 2015 by 5:00 p.m.** All proposals received after time will be returned to the sender unopened.

## ATTACHMENT 3

### SCOPE OF SERVICES

The following Scope of Services describes the specific tasks to be performed by the Consultant. If the Consultant believes that the project can be enhanced in any way by the addition of other tasks or the deletion of any specified tasks, such information shall be included in the proposal.

The City wishes to develop a comprehensive citywide Bicycle Pedestrian Master Plan which creates and maintains a safe and efficient bicycle and pedestrian network and infrastructure to encourage bicycling and walking for transportation and recreation.

The Bicycle and Pedestrian Master Plan will provide a vision, goal statements, performance criteria, and define a set of recommended improvement projects to make the City of San Bruno streets safe for cyclists and pedestrians with affordable transportation choices that encourage people to enjoy streets on foot or by bicycle. We envision that the bicycle and pedestrian master plan will provide a framework and actions needed to create a bicycle and pedestrian network. The plan will also develop the supporting facilities, projects, and programs necessary to promote and increase bicycling and walking as transportation modes.

The proposed master plan shall include the following:

- Inclusion of policy statements, vision and goals from City's General Plan, Transit Corridors Plan, US Navy and Its Environs Specific Plan.
- Assess current conditions and identify bicycle and pedestrian needs throughout the City as well as opportunities to connect with the regional bicycle and pedestrian network.
- Identify potential improvement projects required to meet the vision and goals set forth in the plan. This may include:
  - Basis of the need for modifications to the transportation system through surveys, origin destination studies, public input, or other data collection techniques.
  - Needed modifications to the existing transportation system of on- and off-road facilities to meet the vision and goal statements.
  - Development and application of criteria to prioritize and to identify specific facility-related improvements.
  - Identification of changes required to planning, design standards, and agency policies.
  - Specification of education, encouragement, and law enforcement components to support facility development.
  - Identification of other public outreach activities such as mapping, parking facilities, etc., that are needed to reach the vision and goals developed above.
  - Investigation of the effects on bicyclist and pedestrian safety.
  - The relationship of statewide and adjacent local plans for bicyclists and pedestrians.
  - Provide a mechanism for evaluating the performance of the transportation system containing implemented projects against the performance of the original system.
- Coordinate and connect to other jurisdictions and regional plans and routes in the adjacent cities, South San Francisco and Millbrae and San Mateo County.

- The Bicycle Pedestrian Master Plan will include review by the BPAC.
  - Coordinate with the BPAC to obtain input for inclusion in the Bicycle Pedestrian Master Plan. Prepare the required environmental document under the California Environmental Quality Act (CEQA) for the plan. This work effort shall include, but not be limited to the following:
    - Review the existing environmental documentation.
    - Prepare a detailed initial study checklist to determine what level of environmental analysis that is needed.

**TASKS:**

**Task 1: Prepare a Detailed Work Plan and Strategy:**

This task involves developing a work plan and schedule which at a minimum will review objectives of the master plan, introduce a scope of work, establish a meeting and presentation schedule, and establish communication channels with other departments and with local and regional bicycle pedestrian committees and organizations.

*Deliverables: Present an outline of a strategy and approach for review, schedule meetings, meetings documentation, and comments summary.*

**Task 2: Inventory Existing Facilities, Programs and Conditions:**

All existing pedestrian and bicycle facilities will be inventoried utilizing existing resources and will include researching information on existing routes and review of existing activity areas as well as identifying and evaluating potential bicycling and pedestrian areas.

*Deliverables: A listing and inventory of existing facilities and summary of conditions.*

**Task 3: Outreach Public Participation:**

This task includes meeting with the public at public meetings, commissions and to provide updates on the development of the Plan, review the scope, products and methods and to receive input on work products.

- Anticipated Meetings:
- With City Staff (6)
  - BPAC Meetings (3)
  - Traffic Safety and Transportation Committee (TSTP) (1)
  - Community Meetings (2)
  - Planning Commission (1)
  - City Council Meeting (1)

*Deliverables: Delivery of an effective, inclusive "Public Outreach Strategy" with documentation of meetings stakeholders, comments, and findings.*

**Task 4: Needs and Demand Analysis:**

This task includes initiating a user needs and demands analysis of bicyclists and pedestrians in San Bruno to ensure that the proposed system meets the needs of cyclists and pedestrians of

all ages and abilities. The work should include, but not be limited to, measurement of safety needs by reviewing education programs and conducting field research into site specific hazards, barriers and constraints, and Citywide accident data analysis. The inventory of existing conditions should note geographical, infrastructure, social and institutional barriers. Coordination with Americans with Disabilities (ADA) compliance is to be briefly noted as it relates to bicycle and pedestrian issues.

**Task 5: Develop and Administer a Base Survey:**

The consultant will work with Staff to select bicycle count locations and administer the data collection. Metropolitan Transportation Commission (MTC) standards for data collection should be included. Differentiation of commute and recreational purposes should be considered as part of the data collection.

*Deliverables: Recommendations for data collection, data collection results and summary memo.*

**Task 6: Recommend Citywide Bicycle Network:**

This task includes the development of a recommended citywide bicycle and pedestrian network. The selection criterion will generally consist of needs, available rights of way, connectivity and directness, barriers and constraints, multi-modal linkages, safety and security.

*Deliverables: Provide a list of recommended bicycle and pedestrian systems and programs as well as recommended improvements and a variety of metrics to rank each recommendation.*

**Task 7: Implementation and Funding Strategy:**

Develop a strategy that will rank and phase recommendations and include provisions for costs monitoring, maintenance and security. Develop and implementation plan for fundable priority projects over the next ten and an unconstrained implementation plan for the next twenty years. The consultant will provide information regarding the applicability of relevant funding sources and programs.

*Deliverables: Provide cost estimates including operation and maintenance for each project and identify potential funding sources.*

**Task 8: Prepare a Bicycle and Pedestrian Master Plan Document:**

This task involves assembling the gathered information into a draft Citywide Bicycle and Pedestrian Master Plan for review and comment by Staff, BPAC, TSTC, Planning Commission and City Council, in both a printed and electronic copies. The Plan shall be developed so that it meets the requirements put forth by Caltrans, SamTrans, Caltrain, and MTC in order to qualify for grant funding.

*Deliverables: A draft Master Plan to be presented in public meetings and once comments feedback are received the consultant will prepare a final version of the plan for adoption, and copies both printed and electronic. (30 copies)*

**Task 9: Environmental Document:**

This task will include the preparation of an appropriate environmental document under the California Environmental Quality Act (CEQA) for the Plan. The consultant will be responsible for

preparing an Initial Study and finalizing the CEQA document. A Negative Declaration is anticipated to the appropriate environmental document. (30 copies)

*Deliverables: Document preparation, noticing, filing, and copies both printed and electronic.*

## ATTACHMENT 4

### PROPOSAL FORMAT AND REQUIREMENTS

Four (4) hard copies of the Proposal and one (1) electronic copy shall be submitted by **5:00 p.m. on April 10, 2015** to:

City of San Bruno  
Department of Public Services  
567 El Camino Real  
San Bruno, CA 94066-4299  
Attention: William Li  
Email: wli@sanbruno.ca.gov

The proposal shall be brief, precise, and shall not include unnecessary promotional material. The proposal shall include the following items organized as follows.

1. Letter of Transmittal. Describe your firm or team's interest in providing design services to the City of San Bruno. The letter shall be signed by an officer of the Consulting firm who is authorized to contractually bind the firm and to negotiate a contract with the City. Provide name, title, address, email, and telephone number of this officer.
2. Table of Contents.
3. Work Plan and Approach. Discuss your firm's understanding of the Scope of Services (Attachment 2) to be performed. Describe the method for management of overall project costs, schedule, quality assurance/quality control, and other issues critical to this project.
4. Key Personnel Background. Name, position, summary of qualifications, resumes, related experience and proposed responsibilities of project manager and key personnel.
5. Team Experience. Listing of projects performed within the last 5-years involving similar design, particularly any work performed for government agencies of similar nature. Include the following information:
  - Clients name, point of Contact, addresses, and telephone numbers
  - Description and location of related project(s) and year of completion
  - Key personnel involved in all disciplines
  - Project engineer's estimate compared to the received construction bids
6. References. Provide at least three references (name, company title, address, email, and telephone number) for design of recent similar work.
7. Standard Agreement Acknowledgement. A signed copy of the Acknowledgement Form (Attachment 5) that the Consultant agrees with the City's Standard Agreement for Consultant Services without any changes.

**ATTACHMENT 4**

**AGREEMENT FOR CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into as of the \_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_, by and between the CITY OF SAN BRUNO ("City"), a municipal corporation, and \_\_\_\_\_, a [insert form of company: corporation of \_\_, limited liability company, sole proprietor], with offices located in \_\_\_\_\_ ("Consultant"). Consultant and City shall be referred collectively as the "Parties."

**RECITALS**

WHEREAS, City desires to engage Consultant to \_\_\_\_\_;

WHEREAS, Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement.

WHEREAS, Consultant has affirmed its willingness and ability to perform such work.

It is agreed between the City of San Bruno, California, and Consultant as follows:

1. **Term.** The term of this Agreement shall commence on the above written date, and shall terminate on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 14. The time for completion of the contracted work shall only be extended by written approval of the City Manager.

2. **Scope of Services to be performed.** Consultant shall diligently perform all the services described in the Project Description & Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference.

3. **Time is of the Essence.** Time is of the essence for each and every provision of this Agreement. The time for completion of the contracted work shall only be extended by written approval of the City Manager as provided for in Section 1. The failure of Consultant to strictly adhere to the project schedule to or complete duties in a timely fashion as determined by the City may result in termination of this Agreement by the City.

4. **Compensation to Consultant.** City shall pay Consultant for the services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Compensation Schedule attached hereto as **Exhibit B** and incorporated herein by reference. Consultant's compensation for all work performed in accordance with this Agreement, including all reimbursable items and sub-consultant fees, shall not exceed \_\_\_\_\_ and no/100 Dollars (\$\_\_\_\_\_) without additional authorization from the City Manager. No billing rate changes shall be made during the term of this Agreement without the prior written approval of the City Manager. In the event of a conflict between this Agreement and Consultant's proposal regarding the amount of compensation, this Agreement shall prevail.

4.1 Consultant shall submit monthly invoices to City describing the work performed the preceding month. Consultant's bills shall include the name of the person who performed the work, a brief description of the services performed and/or

the specific task in the Scope of Services to which it relates, the date the services were performed, the number of hours spent on all work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Consultant no later than thirty (30) days after approval of the monthly invoice by City staff.

4.2 City shall reimburse Consultant only for those costs or expenses specifically approved in this Agreement, or specifically approved in advance by City. Unless otherwise approved, such costs shall be limited and include nothing more than the following costs incurred by Consultant:

- A. The actual costs of sub consultants for performance of any of the services that Consultant agrees to render pursuant to this Agreement, which have been approved in advance by City and awarded in accordance with this Agreement.
- B. Approved reproduction charges.
- C. Actual costs and/or other costs and/or payments, including mark-ups specifically authorized in advance by the City Manager in writing and incurred by Consultant in the performance of this Agreement.

4.3 Consultant shall not receive any compensation for Extra Work without the prior written authorization of the City Manager. As used herein, "Extra Work" means any work that is determined by City Manager to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates as set forth in **Exhibit B**.

4.4 Notwithstanding any other provision of this Agreement, when payments made by City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until City has accepted the final work under this Agreement.

4.5 Consultant is solely responsible for all of its recurring business costs, including, but not limited to, the payment of all taxes, business permit fees, professional licenses and overhead and shall not separately charge those costs to the City.

5. **Designated Staff Contact.** William Li, Management Analyst will be responsible for monitoring performance of this agreement.

6. **Standard of Performance.** All of the services shall be performed by Consultant or under Consultant's supervision. Consultant represents that it possesses the professional and technical personnel required to perform the services required by this Agreement and that it will perform all services in a manner commensurate with community professional standards. Consultant shall provide qualified and experienced personnel to perform all services as required in this Agreement.

7. **Relationship of the Parties – Independent Contractor.** City is retaining consultant on an independent contractor basis and Consultant is not an agent or employee

of City. Consultant agrees and understands that the work/services performed under this Agreement are performed as an Independent Consultant and not as an employee or agent of the City and that Consultant acquires none of the rights, privileges, powers or advantages of City employees. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents to be the employees or agents of the City. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee or agent of the City. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind the City to any obligation whatsoever. Anything in this Agreement that may appear to give the City the right to direct Consultant as to the details of the performance of to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the services.

8. **Insurance.** Consultant shall return an executed copy of this Agreement with proof of insurance and endorsements to insurance coverage satisfactory to the City that shows that on or before beginning any of the services or work called for by any term of this Agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of the Agreement insurance coverage naming the City, its officers, officials and employees as additional insured with respect to the Commercial general Liability and Automobile Liability coverage, as follows: a) statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant with limits not less than \$1,000,000, b) Commercial General and Automobile Liability insurance in an amount not less than one million dollars per occurrence, and c) professional liability insurance for Consultant's professional services performing work pursuant to this agreement in an amount not less than \$1,000,000 covering negligent acts, errors and omissions. Consultant shall not allow any sub Consultant to commence work on any subcontract until all insurance required of the Consultant has also been obtained for the sub Consultant.

9. **Indemnification and General Liability.** To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless City and its Council, officers, agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against any and all claims, suits, actions, losses, costs, damages, injuries (including, without limitation, economic harm, injury to or death of an employee of Consultant or its Subconsultants), expenses and liabilities of every kind, nature and description, at law or equity (including, without limitation, incidental and consequential damages), and reasonable attorneys' fees and costs, litigation expenses, court costs, and fees of expert consultants or expert witnesses, and costs of investigation (collectively "Defense Costs") that arise from, relate to or pertain to, directly or indirectly, in whole or in part, any negligent or reckless act or omission or any willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the Indemnitees except to the extent that liability is caused by the Indemnitees' sole negligence, active negligence, or willful misconduct, but shall apply to all other Liabilities.

To the fullest extent permitted by law, Consultant shall defend (with legal counsel reasonably acceptable to the District), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, suit, liability or claims, in law or in equity, including Defense Costs, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or

persons in consequence of the use by District, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.

This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The insurance policy limits do not act as a limitation on Consultant's duty to defend or duty to indemnify the City.

**10. Advice and Status Reporting.** Consultant shall provide the City with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder.

**11. Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this agreement. If City asks Consultant to remove a person assigned to the work called for under this Agreement, Consultant agrees to do so immediately regardless of the reason, or the lack of a reason, for City's request.

**12. Assignment and Subcontracting.** Consultant shall not assign this Agreement or any portion thereof to a third party without the prior written consent of City, and any attempted assignment without such prior written consent in violation of this Section shall be null and void. Unless otherwise specified in Exhibit "A", Consultant shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City.

**13. Ownership of Documents.** All work products produced by Consultant its agents, employees, and sub Consultants pursuant to this Agreement is the property of the City. In the event this Agreement is terminated, all work products produced by Consultant or its agents, employees or sub-Consultants shall be delivered at once to the City.

**14. Termination and Suspension.** City may direct Consultant to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods of time as City may determine in its sole discretion. City will issue such directives in writing, and compensate Consultant for its costs expended prior to receipt of the directive plus reasonable profit thereon, as well as reasonable shutdown costs in the event City terminates this Agreement for City's convenience.

City may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Consultant commit a material breach of the Agreement, or part thereof, and not cure such breach within 15 calendar days of the date of City's written notice to Consultant demanding such cure. In the event City terminates the Agreement for default, Consultant shall be liable to City for all loss, cost, expense, damage and liability resulting from such breach and termination.

Consultant shall continue its work throughout the course of any dispute, provided City complies with its obligations under this Agreement (including timely payment of undisputed amounts).

**15. Standard of Care and Payment of Permits/Licenses.** Consultant represents and warrants it has or shall obtain all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are legally required of Consultant to practice its profession and to perform said work/services or forfeit any right to compensation under this

Agreement. Consultant shall maintain a City of San Bruno business license during the term of this Agreement.

16. **Discrimination and Harassment Prohibited.** Consultant will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

17. **Retention of Records.** Consultant shall maintain all records related to this Agreement for no less than three years after the City makes final payment or after termination of this contract and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the City, the State of California and/or Federal grantor agencies.

18. **Merger Clause.** This Agreement, including any exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, proposal, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the City Manager. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in the exhibits attached hereto, the terms, conditions, or specifications set forth herein shall prevail. This Agreement constitutes the entire Agreement between City and Consultant.

19. **Waiver, Severability, Choice of Law, Venue.** The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this agreement, which shall continue in full force and effect, provided that the remainder of this agreement can be reasonably interpreted to give effect to the intentions of the parties. The laws of the State of California shall govern this Agreement and all matters relating to it and venue for state court shall be in San Mateo County Superior Court, Redwood City, and for federal court in San Francisco.

20. **Compliance with Laws.** In the performance of this Agreement, Consultant shall abide by and conform to any and all applicable laws of the United States and the State of California, the County of San Mateo, and the San Bruno Municipal Code. To the extent this Agreement calls for a "public work" as defined by state law, prevailing wages shall be paid pursuant to Cal. Labor Code, Section 1720, et. seq.

21. **Conflict of Interest.**

- A. **In general.** Consultant represents and warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances that could give rise to a "conflict of interest," as that term is defined in the Political Reform Act, as codified at California Government Code, Section 81000, et seq., on the part of the Consultant, or that Consultant has already disclosed all such relevant information in writing.
- B. **Subsequent Conflict of Interest.** Consultant agrees that if an actual or potential conflict of interest in the part of the Consultant is discovered

after award, the Consultant will make a full disclosure in writing to the City. This disclosure shall include a description of the actions, which the Consultant has taken or proposes to take, after consultation with the City to avoid, mitigate, or neutralize the actual or potential conflict and shall take all such steps within thirty (30) days.

- C. **Interests of City officers and staff.** No officer, member or employee of City and no member of the City Council shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. Neither Consultant nor any member of the Consultant's family shall serve on any City board or committee or hold any such position, which either by rule, practice or action nominates, recommends, or supervises Consultant's operations or authorizes funding Consultant.

22. **Confidentiality.** All communications and documents, including drafts, preliminary drawings, or plans, notes that result from the services under this Agreement, shall be kept confidential unless City authorizes in writing to release the information or document. Consultant understands the City is a public agency and is subject to laws that may compel it to disclose information about Consultant's business.

23. **Consultant.** Notices required by this Agreement, and invoices for payments due shall be mailed to:

City of San Bruno  
Attention William Li, Management Analyst  
Public Services Department  
567 El Camino Real  
San Bruno, CA 94066

Notices to Consultant shall be mailed to

Name  
Company Name  
Consultant's Address  
City, State, Zip

24. **Use of Recycled Products.** Consultant shall endeavor to prepare and submit all reports, written studies and other printed materials on recycled paper, and to use recycled products, where possible and economically feasible, for the work subject to this Agreement.

25. **Solicitation.** Consultant agrees not to solicit any business at any meeting, focus group or interview related to this Agreement, either orally or through any written materials.

26. **Alternative Dispute Resolution.** If any dispute arises between the parties that cannot be settled after engaging in good faith negotiations, City and Consultant agree to resolve the dispute in accordance with the following:

- A. Each party shall designate a senior management or executive level representative to negotiate any dispute;

- B. The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- C. If the issue remains unresolved after ten (10) days of good faith negotiations, the parties shall attempt to resolve the disagreement by negotiation between legal counsels. If the above process fails, the parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- D. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days and shall be concluded within 15 days from the commencement of the mediation.
- E. The parties shall equally bear the costs and fees of any third party in any alternative dispute resolution process.
- F. The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code, Section 900, et. seq.

**27. Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose. Attorneys' fees and related costs incurred by the parties in conjunction with Section 27 shall be borne equally by the Parties.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES

\_\_\_\_\_  
Consultant's Signature                      Date

\_\_\_\_\_  
City Manager                                      Date  
City of San Bruno

\_\_\_\_\_  
Consultant's Tax I.D./Social Security No.

\_\_\_\_\_  
Consultant's San Bruno Business License No.

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney                                      Date

Contract Approved by City Council on\_\_\_\_\_.

**Exhibit:    A – Project Description & Scope of Services**  
              **B – Schedule of Billing Rates**

**ATTACHMENT 5**

**ACKNOWLEDGEMENT FORM  
FOR  
STANDARD AGREEMENT FOR CONSULTANT SERVICES**

By signing below, the consultant firm acknowledges that it has examined the enclosed City of San Bruno's Standard "AGREEMENT FOR CONSULTANT SERVICES".

If the City accepts the proposal, the agreement, **without any changes**, shall be executed by the consultant firm within three (3) working days of being notified by the City.

**Legal Name of the Consultant Firm:**

\_\_\_\_\_

**Business address:**

\_\_\_\_\_

\_\_\_\_\_

**Name and Title of Authorized Person:**

\_\_\_\_\_

**Signature of Authorized Person:**

\_\_\_\_\_

**Date:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_