REQUEST FOR PROPOSAL (RFP)

Surveying Services for the Shelter Creek Condominiums Water Main Replacement Project

City of San Bruno
Department of Public Services
Engineering Division

567 El Camino Real
San Bruno, CA 94066

Proposal Due Date: Friday, December 19, 2014, at 5 pm PST
1. **GENERAL INFORMATION**

The City of San Bruno (City), through the Public Services Department, seeks to retain professional surveying services for the Shelter Creek Condominium located at 701 Shelter Creek Lane, San Bruno, CA 94066.

2. **PURPOSE OF THIS RFP**

The purpose of this document is to facilitate the selection of a qualified surveying firm to assist with developing base mapping for the future Shelter Creek Condominium Water Main Replacement Project.

Consultants are urged to submit concise proposals, appropriate to the scale of the project and include only items that are relevant to this specific project. The Fee Proposal shall be submitted in a separate sealed envelope marked “Fee Proposal for Surveying Services for the Shelter Creek Condominium Water Main Replacement Project”.

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’ incidentals to 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) and Sealed Fee Proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of San Bruno and the firm selected.

3. **SCOPE OF SERVICES**

The surveying work will require the selected consultant (Consultant) to conduct professional land surveying as stated in Attachment 2.

4. **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 (Attachment 3). 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 professional 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.

5. SELECTION CRITERIA

- Proposed Work Plan and Approach.
- Familiarity with polices and procedures related to the work effort.
- Quality and completeness.
- Relevance and conciseness.
- Qualification relating to design of pump station and force main.
- Qualifications and experience of staff.
- Manpower allocation
- Completion of similar projects and references.

6. PROJECT TIME SCHEDULE

The following is a preliminary schedule for the project.

<table>
<thead>
<tr>
<th>Date</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 2014</td>
<td>Select Consultant</td>
</tr>
<tr>
<td>February 10, 2015</td>
<td>Award Consultant Contract</td>
</tr>
<tr>
<td>March 2015 – June 2015</td>
<td>Perform Survey</td>
</tr>
</tbody>
</table>

7. 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.

<table>
<thead>
<tr>
<th>Task</th>
<th>Approximate Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance of Request for Proposal</td>
<td>November 19, 2014</td>
</tr>
</tbody>
</table>
1. 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  
Public Services Department  
567 El Camino Real  
San Bruno, CA 94066-4299

Attention: Jimmy Tan, Deputy Director/City Engineer  
JTan@sanbruno.ca.gov  Ph. (650) 616-7075  Fax. (650) 794-1443

All questions must be received by 5:00 p.m. on December 10, 2014. Questions will be responded to in writing. Written summaries of all questions and answers will be distributed to each consultant. 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.

Attachments:

1. Site Map (Survey Boundary Limits)  
2. Scope of Services  
3. Proposal Format and Requirements  
4. City Standard Consultant Agreement  
5. Agreement Acknowledgement
ATTACHMENT 2

SCOPE OF SERVICES

Surveying Services for the Shelter Creek Condominiums Water Main Replacement Project

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

1. Project Management and Coordination

   • Project coordination, monitoring and administration.

   • Attend project kickoff meeting, progress meetings, and project coordination meeting

   • Monitor task budgets and project schedule.

   • Perform quality assurance/quality control (QA/QC) activities.

   • Prepare monthly progress and cost summaries report, and invoices.

2. Topographic Base Mapping

   • The Consultant shall provide all surveying services required for providing a topographic (topo) survey of the project. The work includes establishing horizontal and vertical control at the project site, field verification, utility research and generation of topo base mapping.

   • The survey shall be provided of the area indicated on the enclosed aerial with even contours clearly identified, spot elevations and any grade breaks.

   • All surface features and underground utilities within the project area shall be shown and identified on the base mapping. Surface features and underground utilities shall include, but is not necessarily limited to, the following existing features:

   - Electrical, cable and communication lines, light poles, guy wire, overhead electrical utilities, utility poles, parking lots, curb, gutter, sidewalks, edge of pavement, pavement type, pavement markings, traffic lights, traffic signs and posts, waterfalls, gas valves, cable boxes, traffic signal boxes, street light boxes, utility vaults, loop detectors and gates.
Sanitary and storm drain manholes (including top and invert elevations), drain inlets (including top and invert elevations), and cleanouts. Obtain an invert elevation of all pipes connected to the manhole and drain inlets. Clearly identify the size and material of each pipe. Obtain the pipe invert elevation up and downstream of all manholes that are beyond the limits of the required topo if the pipeline connects to the project area. Slopes and flow lines shall be noted for the sanitary and storm pipelines.

Locate all water valve boxes, fire hydrants, post indicators, and water meter boxes. Include all information on the location and size of each pipe.

Building outlines, concrete patios, fences, retaining walls, drainage channels, swimming pool, tennis courts, and access walkway paths shall be clearly identified.

Trees, turf, bushes and landscaped areas shall be shown on the base mapping. Indicate the type and diameter of each tree. The diameter shall be measured approximately 4 feet above natural ground. Show and identify all trees that are individually isolated inside and outside of the tree line.

Show property lines and utility easements. Clearly identify the utility easements of the City and County of San Francisco, City of San Bruno, and Pacific Gas & Electric.

The Consultant shall prepare topographic base maps and to be completed in AUTOCAD capable of plotting at scale of 1:20". Text information and other entities shall be readable at this scale when plotted. Final plotted text height shall be 0.1".

The City will provide the As-built/Record Drawings to the consultant of City’s utilities and easements for inclusion in the survey base map. If additional as-built/record documents are needed to complete the base map, the consultant shall obtain records from corresponding utility companies.

**Deliverables:**

Six (3) sets of the 50% base mapping (pdf, hard copy and digital AutoCAD files) shall be presented to the City for review. One meeting shall be scheduled with City staff to review the comments on the 50% submittal prior to completing the final submittal.
ATTACHMENT 3

PROPOSAL FORMAT AND REQUIREMENTS

Four (4) copies of Proposal shall be submitted by: Friday, December 19, 2014 at 5 p.m. to:

City of San Bruno
Public Services Department
567 El Camino Real
San Bruno, CA 94066-4299
Attention: Jimmy Tan, Deputy Director/City Engineer

FORMAT:

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

1. **Letter of Transmittal.** Describe your firm or team’s interest and commitment in providing engineering services for the City of San Bruno. An officer of the Consulting firm who is authorized to contractually bind the firm and to negotiate a contract with the City shall sign the letter. 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, 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 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

6. **References.** Provide at least three references (name, company title, address, email, and telephone number) for similar work.
7. **Standard Agreement Acknowledgement.** A signed copy of the Acknowledgement (Attachment 5) that the Consultant agrees with the City’s Standard Professional Services Agreement without any changes.

8. **Manpower 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.

9. **Cost.** In a separate sealed envelope, provide complete summary of the estimated number of hours, schedule of hourly rates for each classification, and total not-to-exceed cost for the Scope of Services to be performed.
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").

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 ________, 200__, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 14. The effective date of this Agreement is as first stated above and it shall terminate after final completion of the project as determined by the City. 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. In summary, the scope of service includes but is not limited to _____. The City may elect to delete certain tasks of the Scope of Services at its sole discretion.

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 ______________________ Dollars and no/100 ($________) 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 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.** ___________ 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. Qualified and experienced personnel who are not employed by the City shall perform all services, nor have any contractual relationship with the City.

7. **Relationship of the Parties.** 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. 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.

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 insureds, 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, [If the consultant has no employees, they need not carry worker’s compensation and employer liability insurance and this may be deleted] b) Commercial General and Automobile Liability insurance in an amount not less than one million dollars per occurrence, and c) professional liability insurance for licensed professionals performing work pursuant to this agreement in an amount not less than $1,000,000 covering the licensed professionals’ 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. **Hold Harmless.** To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents and employees (collectively, the “Indemnified Parties”) from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney’s fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, “Claims”), which may arise from or in any manner relate (directly or indirectly) to any work performed or services provided under this Agreement (including, without limitation, defects in workmanship or materials and/or design defects [if the design originated with Consultant]) or Consultant’s presence or activities conducted on the Project (including the negligent and/or willful acts, errors
and/or omissions of Consultant, its principals, officers, agents, employees, vendors, suppliers, consultants, sub Consultants, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them).

Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence, active negligence, or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

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 automatically terminate this Agreement. 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 product produced by Consultant or 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 product produced by Consultant or its agents, employees or sub-Consultants shall be delivered at once to the City.

14. **Termination of Agreement.** The City may, at any time from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the City, by giving written notice specifying the effective date and scope of such termination. In the event of termination, all finished or unfinished documents, shall immediately become the property of the City and shall be promptly delivered to the City as per above. In the event of termination, Consultant shall be paid for all work satisfactorily performed until termination, except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment, which is determined by the City Manager by comparing the work/services completed to the work/services required by this Agreement.
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, 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, or facsimile proposal of the 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 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 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. **Independent Contractor.** City is retaining consultant on an independent contractor basis and Consultant is not an agent or employee of City. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant’s employees or agents to be the agents of the City. Anything in this Agreement that may appear to give the City the right to direct Consultant as to the details of the performance or 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.

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

   City of San Bruno  
   Attention _____________________  
   Department of ___________________  
   567 El Camino Real  
   San Bruno, CA  94066

   Notices to Consultant shall be mailed to

   Name
   Company Name
   Consultant’s Address
25. **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.

26. **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.

27. **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 counsel. 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 § 900, et. Seq.
28. **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 by the incurring party.

**THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES**

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Consultant’s Signature ___________________________ Date ____________

City Manager
City of San Bruno ___________________________ Date ____________

_______________________________
Consultant’s Tax I.D./ Social Security number

_______________________________
Consultant’s San Bruno Business License number

Contract Approved by City Council on ____________

**Attachments:**
A – Project Description & Scope of Services
B – Compensation Schedule
ATTACHMENT 5

ACKNOWLEDGEMENT FORM
FOR
CONSULTANT SERVICES STANDARD AGREEMENT

By signing below, the consultant firm acknowledges that it has examined the enclosed City of San Bruno’s Standard Agreement “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 of Authorized Person:
_______________________________________________

Signature of Authorized Person:
_______________________________________________ Date:_______________

Telephone Number:_________________

Email Address:________________________