



CITY OF SAN CARLOS



Request for Proposals (RFP)

Transportation Demand Management (TDM) Policy
and Shared Parking Strategy

REVISED 10-10-23



**Due: Tuesday, November 7, 2023 by 10:00 a.m. (PST)
(NEW DUE DATE REVISED 10-10-23)**

Electronic Submittals shall be submitted to: lporras@cityofsancarlos.org

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General Background

Through long-range planning initiatives, the City of San Carlos City Council, with input from community members, develops the City's vision, goals, policies, objectives, and standards. The City's long-range plans present objectives to reduce current and future traffic congestion and address parking demand. These objectives can be found in the City's 2030 General Plan, East Side Innovation District Vision Plan (2021), San Carlos Economic Development Plan (2021-2024), San Carlos Climate Mitigation and Adaptation Plan (2021), and the San Carlos Bicycle and Pedestrian Master Plan (2020). Additional plans and studies that will address traffic congestion and parking demand are currently being developed, including the Northeast Area Specific Plan, the Downtown Specific Plan, the Downtown Parking Study, and Traffic Impact Analysis (TIA) Guidelines.

Some examples of objectives stated in these plans include:

- a. Reduce congestion through coordinated transportation strategies and incorporate holistic transportation strategies at a range of scales to help address long-term and city-wide transportation objectives (East Side Innovation District Vision Plan).
- b. Ensure public parking is available at key locations encouraging 'park once' strategies that locates parking in walking distance of a mix of uses. Successful "park-once" districts will encourage people conducting multiple trips to use only one parking space and ensure public parking is available at key nodes (East Side Innovation District Vision Plan).
- c. Promote safe multi-modal streets by promoting biking and walking, minimize vehicle traffic, more transit options, and improved freight circulation (East Side Innovation District Vision Plan).
- d. Reduce VMT and increase safety of active transportation within the community (San Carlos Bicycle and Pedestrian Master Plan and San Carlos Climate Mitigation and Adaptation Plan).
- e. Aid new and existing multi-family and commercial developments in implementing and expanding transportation demand management strategies. Explore revisions to the City's Transportation Demand Management ordinance as needed to achieve additional trip reductions (San Carlos Climate Mitigation and Adaptation Plan).
- f. Pursue strategies to improve parking, reduce congestion, and better connect workers and residents to services and retail (San Carlos Economic Development Plan).
- g. Enable drivers, pedestrians, and bicyclists to more seamlessly navigate the city by reducing congestion and making San Carlos a more accessible and user-friendly place to visit (San Carlos Economic Development Plan).
- h. Permit shared parking arrangements for commercial and industrial uses in which a single parking area serves different uses that generate peak-parking demand at different hours of the day (San Carlos 2030 General Plan).

This RFP includes two implementation projects to achieve citywide objectives related to mitigating traffic congestion and addressing parking demand throughout the city. The projects in this RFP will help maximize the City's ability to reduce traffic congestion and improve circulation and mobility through the development and adoption of an updated citywide **Transportation Demand Management (TDM)** program and a **Shared Parking Strategy**. In order for this work to be successful, it is critically important for the City to collaborate and partner with local employers, schools and transportation providers to implement shared parking programs and TDM measures. Implementing a suite of robust and collaborative shared parking and TDM measures will also alleviate employees parking in residential areas that are located adjacent to commercial districts.

For the TDM program and the Shared Parking Strategy, the City desires a citywide approach and a customized approach for specific geographic subareas within the city. Through the implementation of the recommendations that are developed through this RFP, San Carlos will be better positioned to mitigate future traffic congestion, address future parking demand and improve overall circulation and mobility in the city.

The selected Consultant team will complete the following projects:

- (1) Update the City's existing TDM program by developing a stronger set of policies and programs that go beyond existing local and regional requirements. The approach should expand upon the City's existing

policies and programs, exceed current regional minimum requirements, and create new requirements that are applied citywide and further customized and tailored for specific geographic subareas.

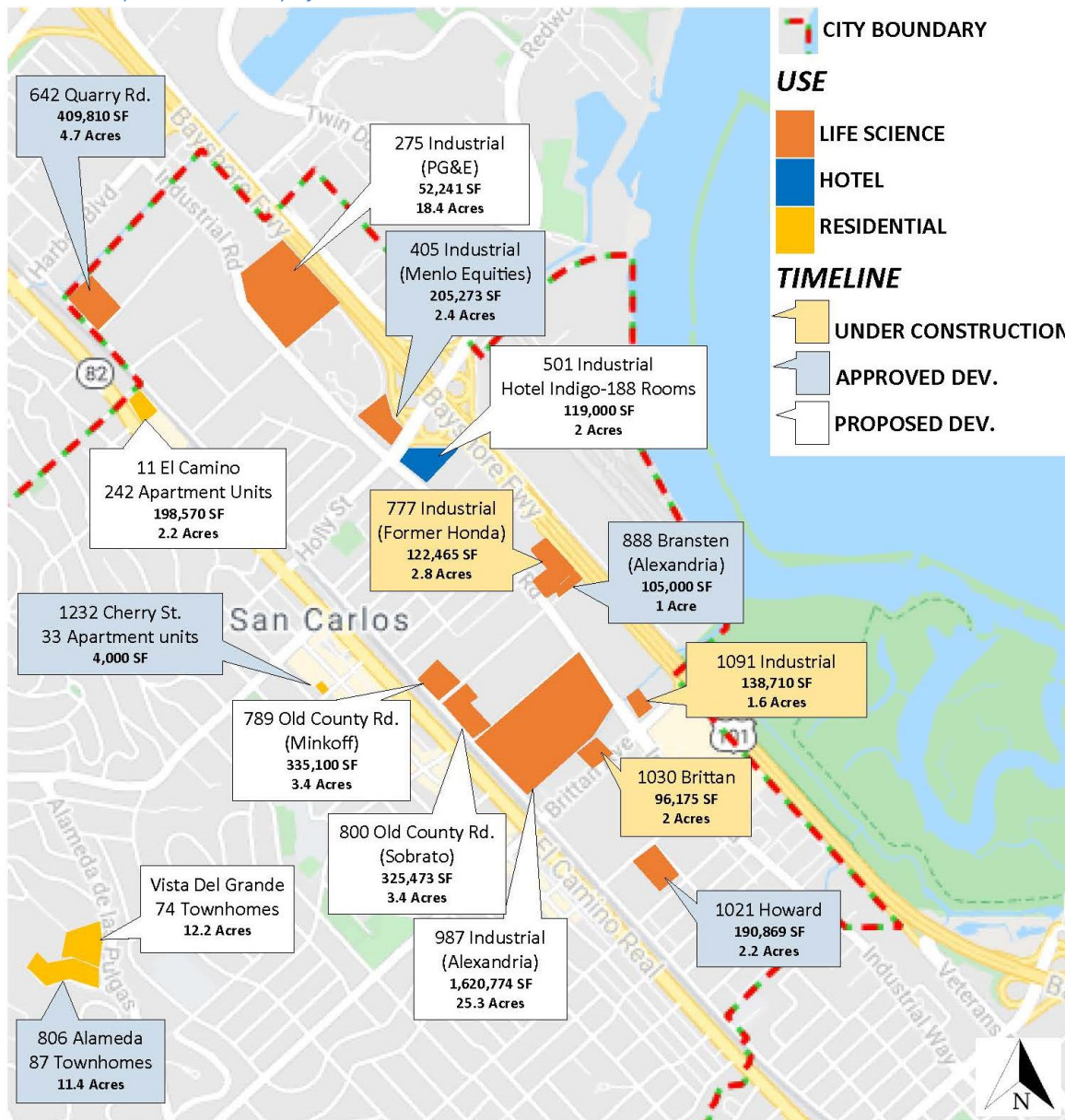
- (2) Develop a Shared Parking Strategy to create “park-once” districts throughout the city. “Park-once” districts will encourage people conducting multiple trips to use only one parking space and ensure public parking is available at key nodes. The strategy will include citywide requirements as well as requirements that are tailored to specific geographic subareas within the city.

These two projects are especially important because of anticipated continued growth in the city that is expected to increase traffic congestion and demand for parking. Establishing an updated TDM program and a Shared Parking Strategy today will help ensure that San Carlos grows in a way that is complimentary to multiple modes of travel, especially given its proximity to rail and bus transit.

Since 2015, San Carlos has experienced an unprecedented amount of development, especially in life sciences and biotechnology sectors. As of September 2023, approximately 436 new residential units and 3.7 million square feet of commercial, hotel and industrial development has been proposed in the city (see Figure 1). The city expects additional growth in housing as anticipated in its 2023-2031 Housing Element, which accommodates more than 3,000 additional housing units by 2031. The city is also expected to grow because of its strategic location halfway between San Francisco and Silicon Valley, proximity to major transportation corridors, and because much of the city’s downtown and commercial and industrial areas are located within a ½ mile of a regional rail station (San Carlos Multi-Modal Transit Center). San Carlos’ Multi-Modal Transit Center is within walking distance to the city’s downtown and is a short drive to the Palo Alto Medical Foundation campus, Redwood Shores, San Carlos Airport, and the San Francisco Bay.

The market-driven increase in life-science/bio-tech development, increasing employment and anticipated housing development will increase traffic congestion and create pressure for more parking under a one-mode single-occupant automobile scenario. With each new development, there are current onsite parking requirements driving the need for each project to supply its own private parking. Parking takes away greenspace and other community amenities, therefore there is need for an overarching framework to identify shared parking opportunities and to reduce congestion to achieve broader, city-wide goals and objectives. In addition, the current TDM policy adopted in 2011, does not take into account the recent growth of the life science/bio-tech industry nor current TDM best practices.

Figure 1. New Development in the City of San Carlos



Existing Transportation Demand Management Policy (Ordinance)

TDM is a coordinated set of policies, programs, incentives, and tools to discourage drive alone trips by car, incentivize the use of transit, carpooling, biking, and walking, and/or shift trips out of peak commute periods. [Chapter 18.25 of the San Carlos Municipal Code "Transportation Demand Management"](#) is the City's current transportation demand management ordinance and was adopted in 2011.

Below is information from the City's existing TDM policy adopted in 2011:

Purpose

- (1) reduce the amount of traffic generated by new development and the expansion of existing development;

- (2) promote the more efficient utilization of existing transportation facilities and ensure that new developments are designed in ways to maximize the potential for alternative transportation usage; and
- (3) establish an ongoing monitoring and enforcement program to ensure that the city's desired alternative mode use percentages are achieved.

The City's existing ordinance requires certain projects to incorporate measures to meet vehicle trip generation rates that are twenty percent lower than the standard rates established in the Institute of Transportation Engineers (ITE) trip generation manual.

Applicability

The existing policy generally applies to new multi-family development of 10 or more units and new nonresidential development of 10,000 square feet or more. In some cases, the City's ordinance also applies to additions to nonresidential buildings as well as projects that establish a new use or change of use. Examples of the additional applicability criteria includes increasing existing floor area as well as well as increasing average daily trips.

Implementation

The existing ordinance describes 21 trip reduction measures and states that projects subject to the requirements may implement any combination of the measures to achieve the required minimum vehicle trip generation reduction. The ordinance references guidelines listing the number of trips that are reduced per trip reduction measure available from the [City/County Association of Governments of San Mateo County](#).

The existing policy requires that all projects subject to the requirements must submit a transportation demand management plan in conjunction with the development application. These plans must demonstrate that, upon implementation, they will achieve the required alternative mode use. The plan includes a list of the trip reduction measures chosen by the applicant, an estimate of the daily trip generation for the proposed use based on the Institute of Transportation Engineers (ITE) trip generation manual, an implementation plan that describes the applicable minimum alternative mode use will be achieved and maintained over the life of the project, a designated TDM contact, and a site plan that designates the TDM design elements outside and inside the project building.

Enforcement and Monitoring

The existing policy requires that prior to approval of a permit for a project subject to the requirements, the Planning and Transportation Commission, City Council or other review authority, makes findings that the applicant's transportation demand management plan and trip reduction measures are feasible and appropriate for the project and that the plan's proposed performance guarantees will ensure that the target alternative mode use established for the project will be achieved and maintained. Each applicant is responsible for developing and submitting an annual report documenting the TDM activities undertaken and their results. A five-year review shall evaluate the overall effectiveness of all the TDM activities and may suggest new or modified activities or substitute activities to meet the program's objectives.

Shared Parking Strategy

A shared parking strategy optimizes parking capacity by allowing complementary land uses to share spaces, rather than producing separate spaces for separate uses. Shared parking strategies can offer a number of benefits, including reducing the amount of land needed for parking, which can be used for other purposes, such as green space, housing, or retail, improved traffic flow, reduced greenhouse gas emissions by encouraging people to walk, bike, or take public transportation instead of driving, and increased economic activity by making it easier for people to visit businesses and attractions in a given area.

Shared parking strategies can support successful "park-once" districts, where parking is available at key nodes and motorists can leave their cars and walk to multiple locations within the district. This strategy reduces the number of parking spaces that are needed per individual site and promotes walkable neighborhoods.

Although the City employs some shared parking strategies through the implementation of its General Plan and zoning regulations ([see Chapter 18.20.050 Parking Reductions](#)), the City does not have an existing shared parking strategy. Through the East Side Innovation District Vision Plan planning process, City staff identified a need for a shared parking strategy that can be used by the City as well as area employers to facilitate shared parking opportunities. For example, property owners and employers with businesses located on small parcels in the East Side Innovation District have difficulty providing sufficient parking for their employees and customers. Shared parking strategies are particularly well-suited to areas where space is limited and there are multiple smaller users sharing the same space. Shared parking may allow many businesses to share the same pool of parking, a desirable outcome in locations where parking is in short supply.

Key objectives of the strategy are to provide criteria to help identify and maximize shared parking opportunities as well as to provide a step-by-step guide on how to implement shared parking opportunities. The shared parking strategy should include a framework that can be applied to multiple unique geographic subareas within the city. Some topics to be included are appropriateness for shared parking of different locations and sites, initial and ongoing costs of establishing a shared parking program, proposed fees for users of these parking facilities, and management structure of a shared parking facility.

Proposed Study Area

The proposed study area is the City of San Carlos. The Consultant team will develop an updated citywide Transportation Demand Management ordinance and policies, and a citywide Shared Parking Strategy. In addition, the selected Consultant team will identify geographic subareas of the city that may benefit from additional strategies beyond the tools that are applicable citywide. The Consultant team shall identify additional strategies that are appropriate for and will meet the goals of specific geographic subareas within the city such as the East Side Innovation District, the Industrial Arts District, the Northeast Area and the Downtown, among others. It is the responsibility of the selected Consultant team to identify and recommend appropriate geographic subareas in consultation with City staff.

The following are subareas that the city is considering:

Subarea: East Side Innovation District

The East Side Innovation District is located on the east side of San Carlos, bounded by Highway 101 to the east, the Caltrain Corridor and El Camino Real to the west, Holly Street to the north, and Brittan Avenue to the south. Industrial Road serves as the central spine of the East Side Innovation District and provides connections to other San Carlos neighborhoods, including the Industrial Arts District to the south and the northeast industrial area, which includes the Palo Alto Medical Foundation. Historically, East San Carlos has been home to low-intensity commercial and industrial businesses. This area of the city combined with the Northeast Area (described below) supports most of the jobs in San Carlos and has the most diverse mix of companies in the city. East San Carlos also has large parcels that can accommodate light industry and manufacturing, as well as office buildings and retail outlets serving regional markets. In 2021, the City Council approved the East Side Innovation District Vision Plan (Vision Plan). The Vision Plan presents “10 Big Moves” or Planning Strategies set into place by a framework of Goals, Principles, and Action items to achieve the desired character for this area of the city.

Subarea: Greater East San Carlos (GESC)

The GESG neighborhood, a single-family residential area that incorporates mixed-uses along East San Carlos Avenue and Old County Road, is directly north of the East Side Innovation District and south of the Northeast Area. One of the desired outcomes of adopting a shared parking strategy is to help lessen the impact of employees parking in single-family neighborhoods located near these two commercial subareas.

Subarea: Northeast Area

The Northeast Area, approximately 145 acres, was annexed into the City of San Carlos city limits in 1997. It includes the area north of Holly Street, to the San Carlos city limits at Belmont Creek, and between Highway 101 and Old County Road. Over the last several years, the Northeast Area has received interest from developers who want to build new buildings for life science and biotechnology companies. To guide new development, the City Council has directed City staff to prepare a Specific Plan (Northeast Area Specific Plan), which began in October 2022. In April

2022 the City Council established a development moratorium for the Northeast Area which was extended to April 2024 to allow time for the development and adoption of the Northeast Area Specific Plan.

Subarea: Downtown

The historic Downtown is the primary shopping and dining district in San Carlos, located on Laurel Street and extending from San Carlos Avenue to Arroyo Avenue. The Downtown is unique because of its excellent pedestrian amenities, combined with a high concentration of locally-owned small businesses offering a diverse range of retail, services and dining options. In March 2022, the City of San Carlos kicked-off the process to work with the community to create a new vision for Downtown San Carlos, including Laurel Street, El Camino Real, and the cross streets from Holly Street to Greenwood Avenue. The focus of the Downtown Specific Plan is on public realm streetscape design and mobility improvements and will consider a full closure of the 700 block of Laurel Street. In addition, the plan will explore improvements to alleys plus street designs for wider sidewalks, bicycle and pedestrian mobility, and moving from diagonal to parallel parking. The City does not anticipate that the Downtown Specific Plan will result in increased development capacity in the downtown area. Development capacity in the downtown area was addressed in the General Plan: Envision 2030 through the establishment of mixed-uses along major corridors and the recent Housing Element update for additional residential growth.

The Downtown Specific Plan will also assess parking in the downtown through a San Carlos Downtown Parking Study. The Downtown Parking Study (currently underway) will include parking data collection, current and future parking demand analysis, parking and transportation demand management strategies, and a downtown parking management plan. The Parking Study will address the management of the demand and supply of public and private parking and will be tailored to specific locations, durations, and times.

A Downtown Traffic Operations Study is also currently underway and will examine traffic operations at key study intersections and street segments under existing and several future scenarios as well potential effects to other modes such as bicycling, walking and transit. The purpose of the study is to inform City staff of the potential effects of various proposed changes such as road closures and road diets.

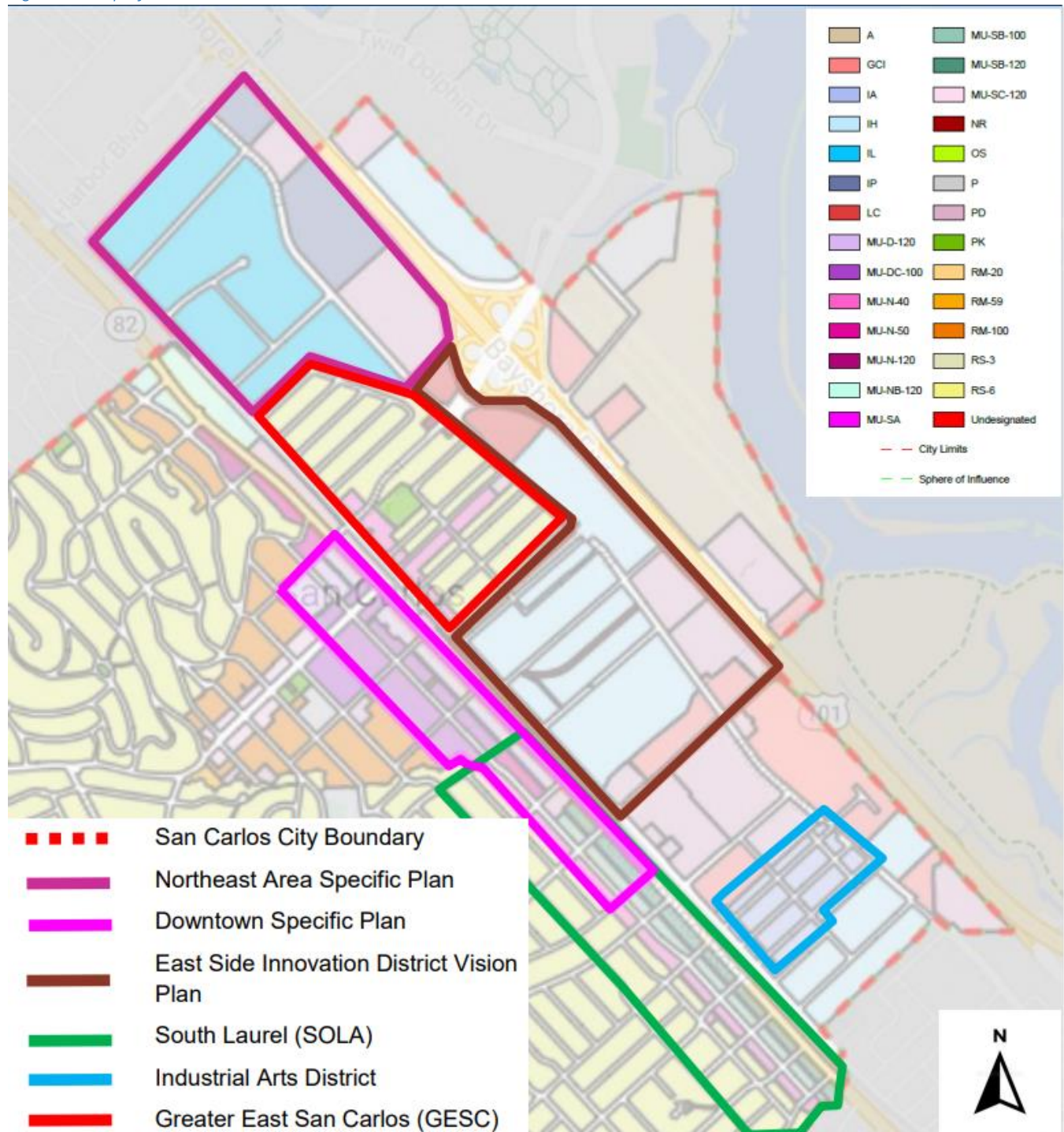
Subarea: Industrial Arts District

The Industrial Arts District is a specially zoned area, bounded by Old County Road, American Street, Industrial Road, and Varian Street, intended to promote and preserve small-scale industrial, artisan, and manufacturing uses. These businesses typically focus on producing small, often high-end products, such as furniture, clothing, and food and beverage products. Zoning in the district also allows small-scale retail uses that serve local employees and visitors. The Industrial Arts District is supported by an Industrial Arts Business Association (IABA) and is home to an eclectic mix of artisan and craft businesses. The Mid-Peninsula Wine Trail in the District now boasts five wineries all within one block of each other and attracts visitors throughout the region.

Subarea: South Laurel (SOLA)

South Laurel (also known as SOLA) is generally known as the area along Laurel Street south of Arroyo Street and has shops, offices, services, medical offices, multi-family housing, and even single-family homes. Although the southern end of SOLA is anchored by new and popular dining establishments, many of the storefronts along the remaining portions of Laurel Street are broken up by inactive ground-floor uses.

Figure 2. Map of Potential Subareas



Scope of Work

The City is seeking a qualified Consultant team to undertake the following work plan. Detailed work tasks and deliverables are included in the Tasks and Deliverables Section of this RFP.

General Scope of Work: Transportation Demand Management Policy Update

1. Prepare TDM strategies and recommendations citywide and tailored to identified geographic subareas within the city.
2. Prepare an update to the City's existing TDM Ordinance (Chapter 18.25). This project includes a review, expansion and update of San Carlos' Municipal Code 18.25 Transportation Demand Management.
3. Research, develop and recommend a coordinated set of policies, programs, incentives, and tools to discourage drive alone trips by car, incentivize the use of transit, carpooling, biking, and walking, and/or shift trips out of peak commute periods.
4. Review and propose best practices from neighboring jurisdictions as well as from the City/County Association of Governments (C/CAG) [Transportation Demand Management Implementation Guide](#) (April 2022) which includes TDM implementing measures as well as policy implementation through monitoring and reporting. The new/updated policy will apply to projects citywide and should go beyond City/County Association of Governments (C/CAG) TDM requirements.
5. Key areas of focus for the TDM scope of work at minimum to include:
 - i. Thresholds for applicability based on project size
 - ii. Exemptions for uses below certain size
 - iii. Review, refine and expand trip reduction measures
 - iv. Evaluate the feasibility and cost of trip reduction measures
 - v. Level of required trip mitigation
 - vi. Baseline requirements vs. optional standards (site-specific vs. district-wide)
 - vii. Requirement to join a City/District TMA, including funding requirement
 - viii. Procedures for reporting, monitoring and enforcement
 - ix. Quantification of reduction of VMT or trips (developing formulas associated with measures)
 - x. Tools for verification and monitoring of trip reduction

General Scope of Work: Shared Parking Strategy

1. Prepare a citywide shared parking strategy. The selected Consultant will evaluate strategies and options and make recommendations to identify and implement shared parking strategies that apply citywide.
2. In addition, the selected Consultant will identify geographic subareas that would benefit from tailored shared parking strategies. The selected Consultant will prepare recommendations tailored to geographic subareas.
3. The shared parking strategy will include a parcel level assessment of potential shared parking opportunities.
4. The strategy will support "park-once" districts by including park-once measures that will encourage people conducting multiple trips to use only one parking space and ensure public parking is available at key nodes.
5. The strategy will include evaluation criteria or guidelines to consider when identifying and developing shared parking opportunities. Some considerations can include curb zone management, freight and passenger loading areas, and vehicle ingress/egress away from streets and corridors that prioritize bicycle and pedestrian travel.
6. Propose any revisions to the code ([Chapter 18.20](#) or other sections as needed) to implement the shared parking strategy.
7. Examples of strategies to consider may include:
 - a. access to off-street parking for subarea employees via leasing programs with existing and future parking facilities.
 - b. centralized parking facilities by allowing or requiring developers to pay into a fund to be used for building public parking rather than providing their own on-site parking (subject to new AB2097 rules in certain areas).
 - c. new public parking garages

Tasks and Deliverables

The following sections outline the anticipated tasks and deliverables of the project. Proposals must address these tasks in order to be considered a complete submittal. The development of the project deliverables will include the tasks below and conclude with Council adoption of the TDM policy and Shared Parking Strategy. When responding to this RFP, the City requests that the Consultant team explain its approach to each of the tasks below and include a breakdown of costs by task and deliverable. Project invoices shall be based on the percentage of each task completed.

Task 1. Project Management, Work Plan and Kickoff Meeting

The City's Advance Planning Division in partnership with the Engineering Division will oversee the project and the selected Consultant will manage the day-to-day implementation of the project. The Consultant will assign a project manager and the project manager will report to the City's designated project manager. Consultant and City shall schedule regular progress meetings to ensure the project stays on track and is completed within one year of project kick-off. Consultant is expected to prepare a detailed work schedule (to include a Gantt chart), maintain the schedule, and deliver monthly invoices with line items related to tasks, subtasks, and deliverables, hold regularly scheduled bi-weekly progress meetings, and prepare invoicing based on percentage of task complete. Bi-weekly conference calls with the Consultant's project manager and the City are required; additional staff from the City and/or the Consultant team may attend as required by task or subject matter.

The Consultant will prepare a work plan which will be a refinement of the proposal submitted in response to this RFP. The work plan will define in detail the scope of work, tasks, schedules, and deliverables for the project and will form the basis for the agreement between the City of San Carlos and the selected Consultant. The City will review the work plan and provide feedback. The Consultant should allow for two (2) iterations of the work plan before it is finalized. The work plan is expected within ten (10) business days of the contract start date. The work plan should also clearly define the roles and responsibilities between the City and the selected Consultant. The work plan should identify the Consultant project management team. Any change to the team members is subject to approval by the City.

The Consultant will plan and facilitate a project kickoff meeting with City staff to review the work plan, project schedule (Gantt chart), and roles and responsibilities.

Task 1. Project Management Deliverables:

- Project kick-off meeting, agenda, other meeting materials to be submitted by Consultant team one week in advance.
- Site Tour: Consultant leads will be expected to join City staff for a site tour and lunch (to be provided by the City) to obtain a clear understanding of the physical qualities of San Carlos and discuss project objectives and data needs with key City staff.
- Work plan and project schedule (draft – submitted at kick-off and final delivered following kickoff meeting with City staff)
- Regular, bi-weekly progress meetings. Meeting agendas to be sent out one week in advance by Consultant team. Consultant team is responsible to provide meeting minutes within one week of each bi-weekly progress meeting.

Task 2. Existing Conditions Evaluation

The first step of the planning process is gaining an understanding of the needs within the study areas and existing framework for TDM and shared parking in the city. The goal of this task is to allow the San Carlos community, City staff, and decision makers (City Council, Planning and Transportation Commission) to gain a better understanding of the unique challenges facing San Carlos and best practices and available tools to reduce congestion and reliance on single occupancy vehicles and encourage park-once and shared parking opportunities.

The review and analysis of existing conditions will include but is not limited to:

TDM Existing Conditions

- A. The Consultant will review the existing TDM Ordinance (SCMC Section 18.25) and related policies in the City of San Carlos, San Mateo County and peer agencies in the region to identify what types of measures have been implemented that work and are effective, and to understand the obstacles and opportunities to implementing TDM measures as well as to evaluate their success and limitations. This review should consider TDM programs/policies, relevant active transportation and transit services/programs, and school district programs/policies.
- B. Review TDM policies from nearby jurisdictions identifying those with similar characteristics to San Carlos. Review best practices and case studies in cities with similar context to help determine what can work best for the City of San Carlos.
- C. Evaluate how well Commute.org's TDM services and C/CAG TDM requirements serve the study area and identify deficiencies and gaps.
- D. Create an inventory of potential TDM strategies.

Shared Parking Existing Conditions

- A. The Consultant team will prepare an existing conditions report that describes an overview of:
 - a. Evaluate current parking conditions including supply and demand for public and private parking, including review of available recent studies such as the Downtown Parking Study.
 - b. Identifies and describes parking infrastructure in the city and assesses which facilities will likely require updates to support anticipated future development. The analysis should incorporate the City's existing parking infrastructure plans, capital improvement projects, and any future studies or work anticipated by the City of San Carlos' Public Works Department.
 - c. Assess existing parking program operational practices. For example, assess operational practices by the City of San Carlos' Departments of Public Works and Police, comparing those practices to similar communities around the County.
- B. Review and analyze parking utilization data provided by the City. Work with City staff to gather additional data where needed.
- C. Review the City of San Carlos' current Zoning Ordinance parking regulations for land uses within the identified study areas.
- D. Review best practices and strategies to establish shared parking districts from neighboring or similar jurisdictions.
- E. Review recently adopted state law (e.g. AB2097) that restricts local parking regulations. All shared parking recommendations will be developed with an understanding of recent state legislation and its impact on local requirements.

General Existing Conditions

- A. Examine all approved and planned future developments in the city and qualitatively assess the impact of these projects on traffic congestion and parking demand in the city.
- B. Examine the City's existing parking, mobility and transportation infrastructure plans and capital improvement projects.
- C. Identify relevant supporting or conflicting policies at the local and state level (for example, how AB2097 impacts local parking requirements).
- D. To be confirmed by City staff, review and monitoring of existing and ongoing planning initiatives and all relevant background materials, documents, and studies listed in Table 2 (Existing Conditions Review).

Task 2 Existing Conditions Deliverables:

- Existing TDM Conditions Report (draft and final)
- Existing Shared Parking Conditions Report (draft and final)
- ~~Parcel Level Analysis (draft and final)~~
- Inventory of possible strategies and programs for shared parking and TDM
- Data Needs. During a regularly scheduled project/progress meeting, Consultant will identify and discuss data needs and requests for the City to transfer to Consultant team, including any GIS layers, plans, etc.
- **Note: The deliverable with a strikethrough above is already listed in Task 6**

Task 3: Community Engagement

The Consultant will work with the City to develop a community engagement plan for the project. The Consultant should allow for two (2) iterations (if necessary) of the community outreach and engagement plan before it is finalized. The outreach and engagement plan should include the number and type of stakeholder engagement meetings. The plan should also provide for specific focus group meetings, and stakeholder interviews, targeted or citywide surveys or other means to allow for public input. The stakeholder engagement should consider incorporating input from stakeholders within specific subareas of the city identified for additional strategies beyond citywide requirements. In addition to focus group and/or stakeholder meetings, the Consultant team should budget for meetings with a two-member City Council subcommittee, and study sessions with the Planning and Transportation Commission, and City Council at key milestones along the development of the final work products.

It is the City's expectation that the selected Consultant team will:

- A. Develop a Stakeholder Outreach and Engagement Plan that includes the coordination, facilitation, gathering and documentation of all public engagement events, including clear explanation and documentation of community feedback through the preparation of summary reports or memos.
- B. Prepare agendas and submit all other meeting materials (i.e. presentations, surveys) for engagement events 15 business days in advance of an event for review and acceptance by the City.
- C. Facilitate all engagement and stakeholder, focus group events.
- D. Be responsible for all the documentation of the projects outreach efforts.
- E. Prepare and review all project material to ensure clear, concise and consistent messaging throughout the project, including but not limited to the following:
 - Drawings, display boards, presentations, and handout materials.
 - City newsletters, website content, newspaper notices and notification letters.
 - Agendas, meeting notes and summaries documenting the issues raised and discussed at stakeholder and public meetings, and meeting summary reports.
- F. Provide meeting summaries in a format that can be shared with the public within one week of an event that include the following:
 - Identification of engagement event within project schedule, including date and location.
 - Number of participants and names of groups represented with representatives' names
 - Summary of feedback and identification of themes;
 - General comments and other content as appropriate; and
 - Allow for 1 revision and feedback on meeting summary.

Task 3 Stakeholder Engagement Deliverables:

- Stakeholder Engagement Plan (draft and final)
- Events, meetings, materials, and web/online tools, as specified in the Stakeholder Engagement Plan
- Draft and final outreach summary and findings memorandum
- Roster of organizational stakeholders
- Agendas, meeting materials, and notes for community engagement events
- Summary of input from key stakeholders regarding current parking regulations and conditions, operations, enforcement, fees, and other existing conditions.

Task 4. TDM Goals, Objectives, and Strategies

- A. Develop measurable TDM goals and objectives, including setting performance targets. The goals and objectives should provide a clear basis for evaluating potential recommendations. The goals and objectives will address congestion mitigation as well as reducing Vehicle Miles Traveled (and related greenhouse gas emissions) and may additionally address co-benefits including but not limited to health, economic factors, equity, and cost-efficiency. The goals and objectives will also support shared parking opportunities, alleviate employees parking in residential areas, and achieve partnerships with local employers to implement shared parking programs.

- B. The Consultant team will produce a memorandum that summarizes effective TDM strategies. Areas with similar geography and land use patterns should be considered. Research should highlight parking strategies, such as “park once” and visitor parking management strategies; partnerships with regional transportation agencies and community partners, best practices for working with local employers and addressing worker mobility issues. This memo should include options for how to quantify reduced VMT or trips.
- C. Identify subareas of the city that may benefit from additional strategies beyond the tools that are applicable citywide. The Consultant team shall identify additional strategies that are appropriate for and will meet the goals of specific geographic subareas within the city such as the East Side Innovation District, the Industrial Arts District, the Northeast Area and the Downtown, among others.
- D. TDM recommendations memo based on analysis and input received, the Consultant team will draft a TDM recommendations memo that recommends potential context-sensitive and equitable TDM actions. Each recommendation will specify the lead agency (and any relevant supporting agencies or organizations). Recommendations will include planning-level costs or cost ranges.

The recommendations will cover the following policy and services areas in addition to recommended policies and services from Consultant team:

- a. Guidance for agency staff about how to adapt/apply/use the C/CAG TDM requirements checklist.
- b. Identifying TDM requirements for new development.
- c. Parking management policies for existing as well as new development.
- d. Identifying recommended amendments to the City’s existing TDM ordinance and identifying where they must or could be changed to achieve better TDM outcomes.
- e. Programs/Marketing Program recommendations will focus only on those not currently performed by Commute.org, that the City could reasonably lead, or for which a likely partner organization exists, including consideration of subsidies. Marketing recommendations will aim to increase public and employer awareness of existing and new options.
- f. A Transportation Management Association (TMA) feasibility study is not envisioned for this project, but the program recommendations should consider identified gaps or deficiencies in the existing Commute.org services and consider options to work through existing local organizations to provide additional services. The recommendations must identify specific geographic subareas where TMA may be feasible for further study (i.e. consider TMAs as potential TDM strategies).
- g. Information on local, regional, and state funding sources which may be available to support programs and marketing.
- h. These recommendations will cover SamTrans service, as well as potential shuttles, first-last mile on-demand service, and ridehailing/fare subsidies. Recommendations must be appropriate for the land use context, consider past efforts, and identify possible funding sources. In collaboration with SamTrans, the recommendations will identify potential mobility hub locations and high-level concepts. Recommendations may be citywide or specific to a geographic subarea.
- i. Agency Coordination and Participation. The Consultant will make recommendations about how each agency can better support the identified TDM goals and outcomes. This could include recommendations on potential agency staffing needs/roles, committees/working groups, and City/County policies and procedures. This may include recommendations on new or enhanced ways to coordinate TDM work (such as quarterly agency coordination calls). It may also include training recommendations. The Consultant must include citywide recommendations as well as recommendations specific to geographic subareas.
- j. Evaluation and Data Collection. The Consultant will make recommendations about data to be collected by the City, and how and to whom it will be analyzed and reported. This should consider the current in-progress Commute.org developer TDM database effort.

Task 4 TDM Policy Deliverables (Task 4 deliverables will include up to two rounds of revisions, based on comments from the City, key stakeholders and the general public).

- TDM Policy Goals and Objectives Memo (draft and final)
- TDM Strategies Memo (draft and final)
- TDM Strategy Recommendations Memo (draft and final)

Task 5. TDM Policy Ordinance Assembly and Approval

- A. Draft TDM Policy Ordinance- The Consultant team will prepare a draft TDM policy ordinance based on the recommendations in Task 4, including public and stakeholder input and direction from decision maker study sessions.
- B. Approval Support- The Consultant team will support staff by presenting at up to four committee/commission and/or elected body meetings (Planning and Transportation Commission, City Council). PLEASE NOTE: there is a total of up to four planned commission/elected body meetings requested to fulfill all Tasks 1-7 in this RFP (the same four commission/elected body meetings are referenced in Tasks 5 and 7). The TDM policy and the shared parking strategy will be presented together at the same commission/elected body meetings. Both Planning and Transportation Commission and City Council meetings are public meetings. Consultants should incorporate direct travel expenses for up to four meetings. Consultant to include a separate cost proposal for additional optional meetings per direction from the City. Consultant to include baseline budget and separate budget for optional tasks for additional commission/elected body meetings if needed.
- C. Final TDM Policy Ordinance- The Consultant will create a final approval-ready version of the drafts, revised based on input received from agency and elected/appointed leaders.

Task 5 TDM Policy Ordinance Approval Deliverables:

- Draft TDM Policy Ordinance (draft and final)
- City Council Memo Adopting TDM Policy Ordinance (draft and final)
- Final TDM Policy Ordinance (draft and final)
- Presentation materials and attendance at up to four commission/elected body meetings (draft and final). PLEASE NOTE: there is a total of up to four planned commission/elected body meetings requested to fulfill all Tasks 1-7 in this RFP (the same four commission/elected body meetings are referenced in Tasks 5 and 7). The TDM policy and the shared parking strategy will be presented together at the same commission/elected body meetings. If additional meetings are needed, Consultant to include a separate cost proposal for additional optional meetings.

Task 6. Shared Parking Strategy Goals, Objectives, and Strategies

- A. Develop shared parking goals and objectives. The goals and objectives should provide a clear basis for evaluating potential recommendations. Goals and objectives will aim to increase shared parking opportunities, alleviate employees parking in residential areas, and achieve partnerships with local employers to implement shared parking programs.
- B. Estimate Future Demand - Estimate future parking demand in the Study Area based on known and projected future developments.
 - a. Project future parking demand in the Study Area based on anticipated development, stakeholder input, and trends in downtown transportation and development for communities similar to San Carlos.
 - b. To the extent practical, identify location, volume, and timing of needs based on known and projected demand.
 - c. Provide draft and final documentation and maps that illustrate the results of this analysis.
- C. Shared Parking Strategy - Formulate an implementation strategy to meet projected future parking needs through promoting shared parking opportunities throughout the city.
 - a. Include specific recommendations for shared parking programs citywide and in each of the identified geographic subareas.
 - b. Identify timing, responsible parties, estimated costs, and potential funding sources for each strategy/program.
 - c. Provide near-term recommendations (implementation in two to three years) and long-term recommendations (implementation in 10 or more years) for implementing shared parking programs.
 - d. Consider alternative revenue sources and the utilization of modern technology to support shared parking initiatives.

~~D. Parcel Level Analysis—Conduct a parcel level analysis of shared parking opportunities in the city. This analysis to include:~~
- D. Identify potential locations for shared parking opportunities at the parcel level
 - a. potential locations for shared parking opportunities;

- b. potential sites for additional surface parking;
 - c. potential sites for parking structure (with the exception of the downtown which will be addressed in the Downtown Specific Plan parking study);
 - d. evaluation criteria or guidelines to consider when identifying and developing shared parking opportunities.
- E. Propose and draft any revisions to the code (Chapter 18.20 or other sections as needed) to encourage shared parking opportunities and facilitate implementation of the shared parking strategy.

Task 6 Shared Parking Strategy Deliverables (Task 6 deliverables may include up to two rounds of revisions, based on comments from the City, key stakeholders and the general public):

- Shared Parking Strategy Goals and Objectives (draft and final)
- Future Parking Demand Memo (draft and final)
- Parcel Level Analysis (draft and final)
- Shared Parking Strategy Recommendations Memo (draft and final)
- Preliminary Analysis/Design for Parking Structures (draft and final)
- Draft Revisions to Chapter 18.20 and other sections of the Municipal Code as needed (draft and final)

Task 7. Shared Parking Strategy Assembly and Approval

- A. Draft of Shared Parking Strategy - The Consultant team will prepare a draft shared parking strategy by compiling previously developed technical memorandums. The draft will be reviewed by City staff. The Consultant team will then prepare a public review draft suitable for presentation to the public.
- B. Approval Support - The Consultant team will support staff by presenting at up to four committee/commission and/or elected body meetings (Planning and Transportation Commission, City Council). PLEASE NOTE: there is a total of up to four commission/elected body meetings requested to fulfill all Tasks 1-7 in this RFP (the same four commission/elected body meetings are referenced in Tasks 5 and 7). The TDM policy and the shared parking strategy will be presented together at the same commission/elected body meetings. Both Planning and Transportation Commission and City Council meetings are public meetings. Consultants should incorporate direct travel expenses for up to four meetings. Consultant to include a separate cost proposal for additional optional meetings per direction from the City. Consultant to include baseline budget and separate budget for optional tasks for additional commission/elected body meetings if needed.
- C. Final Shared Parking Strategy - The Consultant team will create a final approval-ready version of the drafts, revised based on input received from agency and elected/appointed leaders.

Task 7 Shared Parking Strategy Approval Deliverables:

- Draft Shared Parking Strategy (draft and final)
- City Council Memo Adopting Shared Parking Strategy (draft and final)
- Presentation materials and attendance at up to four commission/elected body meetings (draft and final). PLEASE NOTE: there is a total of up to four commission/elected body meetings requested to fulfill all Tasks 1-7 in this RFP (the same four commission/elected body meetings are referenced in Tasks 5 and 7). The TDM policy and the shared parking strategy will be presented together at the same commission/elected body meetings. If additional meetings are needed, Consultant to include a separate cost proposal for additional optional meetings.
- Final Shared Parking Strategy (draft and final)

Project Schedule (**REVISED 10-10-23**)

The following table outlines the City's proposed schedule for this Request for Proposals, the planning process, completion of all deliverables and adoption of the TDM Policy and Shared Parking Strategy by the San Carlos City Council. The City reserves the right to amend the schedule as necessary.

Table 1. RFP and Project Schedule

Activity	Date
City releases RFP	Monday, September 25, 2023

Activity	Date
Last date for submission of written questions from proposers	Monday, October 2, 2023 at 5:00 p.m. PST
City posts responses to questions from proposers (if needed)	Monday, October 9, 2023 at 5:00 p.m. PST
City issues addendum (if needed)	Tuesday, October 10, 2023
Proposal submission deadline	Tuesday, November 7, 2023 at 10:00 a.m. PST (REVISED)
Interviews with proposers	Wednesday November 29 and Thursday November 30, 2023 (REVISED)
Contract award date	January 2023 (REVISED)
Project commencement	January 2023 (REVISED)
Project completion	One year from project kick-off

Questions Submittal

Prospective responders may direct inquiries/questions in writing only (no oral questions will be entertained) to: advanceplanning@cityofsancarlos.org. All questions are due no later than 5:00 p.m. PT on Monday October 2, 2023.

Responses to the questions will be posted on this page:

https://www.cityofsancarlos.org/business/bids_and_proposals/call_for_bids_rfpsrfgs.php by Monday October 9, 2023 at 5:00 p.m. PST.

Existing Conditions Review

Table 2 provides an overview of the planning documents, studies, reports, or standards that may influence or relate to the project. To be confirmed by City staff, the Consultant team shall review existing and ongoing planning initiatives and all relevant background materials, documents, and studies listed in Table 2.

Table 2. Existing Conditions Review

Initiative	Status	Description	Learn More
General Plan Reset	Underway	General Plan Reset – Buildout to 2030: Update for Commercial, Office, and Industrial Uses (update existing 2030 General Plan buildout assumptions)	https://www.cityofsancarlos.org/bid_detail_T4_R20.php
Northeast Area Specific Plan	Underway (Adoption expected October 2024)	The plan will create a vision, policies, and standards to guide new development and will seek to balance many needs and support existing and new businesses, residents, and the overall community.	https://www.sancarlosnotheastplan.com/
Downtown Specific Plan and Downtown Parking Study	Underway (Adoption expected by January 2025)	A planning process to update the vision and development policies for Downtown San Carlos, including Laurel Street, El Camino Real, and adjacent cross streets.	https://www.sancarlosdowntownplan.com/
Objective Design and Development Standards	Underway (Adoption expected Fall 2023)	Objective design and development standards for mixed-use residential projects, as well as single-family and multi-family projects, which are measurable and verifiable (i.e., no “gray” area for interpretation).	https://www.cityofsancarlos.org/government/departments/community-development/planning/special-projects/objective-design-standards
Housing Element (2023-2031)	Adopted January 2023	Comprehensive, housing-related update to the General Plan and Zoning Ordinance. Accommodates ~ 3,000 new units to 2031.	https://www.sancarlos2040.org/documents

Initiative	Status	Description	Learn More
East Side Innovation District Vision Plan	Approved (2021)	Plan for the 150-acre commercially zoned area (bound by Holly Street, Brittan Avenue, Old County Road, and Highway 101) which is envisioned to be a well-connected, multi-modal neighborhood with a mix of uses that integrates existing businesses with new science and technology uses, and offers a rich array of community amenities for a more resilient and inclusive future.	https://www.cityofsancarlos.org/city_hall/departments_and_divisions/community_development/planning/plans_and_standards/east_side_innovation_district_vision_plan.php#outer-490
2021-2024 Economic Development Plan	Approved (2021)	Economic development strategic plan for San Carlos; includes strategies for the East Side area.	https://www.cityofsancarlos.org/Document%20Center/City%20Hall/Departments%20And%20Divisions/Community%20Development/Economic%20Development/Economic%20Development%20Plan%20.pdf
Climate Mitigation and Adaption Plan	Adopted (2021)	San Carlos' strategic plan to reduce greenhouse gas emissions and adapt to changing climate conditions. Aims to reduce emissions by 40% by 2030 and 80% by 2050 relative to 1990 levels and identifies strategies to achieve those targets.	https://www.cityofsancarlos.org/Document%20Center/City%20Hall/Departments%20And%20Divisions/City%20Manager/Sustainability/Climate%20Action/CMAP%20Final.pdf
Bicycle and Pedestrian Master Plan	Approved (2020)	Active transportation plan that identifies specific projects and policies to enhance the walkability and bikeability of San Carlos and encourage mode shift.	https://www.cityofsancarlos.org/city_hall/departments_and_divisions/public_works/streets/bicycle_and_pedestrian_master_plan.php#outer-940
Chapter 18.20 Parking and Loading of the San Carlos Municipal Code	Updated June 2023	The City of San Carlos' current parking requirements.	https://www.codepublishing.com/CA/SanCarlos/html/SanCarlos18/SanCarlos1820.html#18.20.010
Chapter 18.25 Transportation Demand Management	Adopted 2011	The City of San Carlos' current TDM Policy	https://www.codepublishing.com/CA/SanCarlos/html/SanCarlos18/SanCarlos1825.html
C/CAG TDM Policy Implementation Guide	Updated April 2022	Guidance document describes the process as well as agency roles and responsibilities to put the C/CAG TDM Policy into action.	https://ccagtdm.org/wp-content/uploads/2022/04/CCAG_TDM-Policy-Update_Implementation-Guide_FINAL_4-19-2022_v11_CLEAN.pdf
San Mateo County Community Climate Action Plan	Adopted 2022	To achieve the County's target of 45% emissions reduction by 2030 and carbon neutrality by 2040 this plan includes a suite of policies, programs, and activities that simultaneously	https://www.smcsustainability.org/climate-change/climate-action-planning/cc-action-plan#

Initiative	Status	Description	Learn More
		address the numerous challenges our coms face.	
City of San Carlos Traffic Impact Study	Underway	Develop Traffic Impact Analysis (TIA) Guidelines will provide guidance on conducting standardized transportation impact analysis for development projects in San Carlos. The intention is to ensure consistent analysis across projects, clear standards for identifying necessary mitigations and improvements.	

City Resources Available

The City of San Carlos has the following resources available to support the work, outreach, and materials needed to complete this Scope of Work:

- Basic GIS information includes e.g. zoning, land use, building permits, planning permits, streets, housing sites inventory, and City owned parcels.
- Newsletters for civic engagement (City under separate, existing contract with a consultant who prepares quarterly newsletters sent to every resident called the “Good Living Newsletter,” as well as focused topic brochures known as “Spotlight.”)
- Social Media: Facebook, Twitter, YouTube, Next Door
- A list of existing projects in pipeline

Submittal Requirements

All Proposals shall include the following minimum information:

1. Cover Letter: Indicate interest and commitment to perform the above services for the City of San Carlos as outlined in this RFP. Include contact information (physical address, telephone, and email address) for the primary person responsible for the proposal who will be the point of contact for the City on the correspondence and communications pertaining to the proposal. The cover letter should also summarize the key points of the consulting team’s interest, qualifications, and pertinent areas of expertise.
2. Scope of work/approach that best responds to the tasks listed above.
3. Timeline: Completing this project within one year of project kick-off is critical. Provide an estimated overall timeline for the project (as a Gantt chart), including a description of major project milestones, as well as how soon the Consultant is ready to commence work. This timeline should include a detailed schedule with a projected month and year for all tasks listed in this RFP.

Note: The City of San Carlos takes a summer recess in July. No community/civic engagement or public meetings (committee/commission or elected body meetings) shall be held in July.

4. Project Team Organization: Describe the project team members with roles, areas of expertise and responsibility clearly identified. Indicate the time commitment of each team member and sufficient level of detail to enable reviewers to evaluate the effort expended for all personnel including number of hours expended by team member for each task.
5. Relevant Experience: Description of projects completed by the Consultant team relevant to the scope of work contained herein that have been completed in the last five years. Discuss the team’s unique qualifications to best perform these services for the City.

6. References and Local Projects: Provide three client references and include a list of any projects that the Consultant team (prime consultant and subconsultants) have worked on within the City of San Carlos in the past five years.
7. Estimated Fee: Provide a fee estimate that includes a list of hourly billing rates for each proposed team member. Include all direct and indirect expenses. If optional tasks are included, provide estimate separately. Provide line-item costs for each deliverable of each task and total for each task.

Submittal: Interested individuals or firms shall submit one electronic copy, via email, **by Tuesday, November 7, 2023 by 10 a.m. (PT) (REVISED 10-10-23)** to Lisa Porras, Planning Manager, at lporras@cityofsancarlos.org

Attachments: City of San Carlos Professional Services Agreement Template

ATTACHMENT 1

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of _____ by and between the City of San Carlos hereinafter called "CITY" and _____ hereinafter called "CONSULTANT".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That CITY desires to engage CONSULTANT to render certain professional services in the CITY;
- B. That CONSULTANT is qualified to provide such services to the CITY and;

THEREFORE, the CITY has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.

1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon completion of performance of services hereunder by CONSULTANT. (b) Notwithstanding the provisions of (a) above, CITY may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, CITY shall compensate CONSULTANT for services rendered, and reimburse CONSULTANT for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall

be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of CITY to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to CITY hereunder.

3. Compensation; Expenses; Payment. CITY shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rates during the time of the performance of said services. A copy of CONSULTANT's hourly rates for which services hereunder shall be performed are set forth in CONSULTANT's fee schedule marked Exhibit B hereof, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum of _____ (\$ _____) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by CITY's City Manager (for contracts less than \$75,000 or authorized by City Council action for contracts \$75,000 or more by motion duly made and carried).

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to CITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event CITY desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by CITY's City Manager (for contracts less than \$75,000 or authorized by City Council action for contracts \$75,000 or more by motion duly made and carried). Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Any additional services causing the total contract price to exceed \$75,000, shall require approval by the City Council. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to CITY for review and copying during regular business hours at

CONSULTANT's place of business or as otherwise agreed upon by the parties.

6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the CITY shall rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder. CONSULTANT acknowledges the importance to CITY of the skill, competency, ability to appropriately work with CITY staff and expertise of individual staff assigned to the project, and accordingly the individuals assigned to the Project must be acceptable to CITY.
8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to CITY, become the property of CITY.
9. Relationship of Parties. It is understood that the relationship of CONSULTANT to the CITY is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the CITY.
10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that CITY shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

CONSULTANT acknowledges the importance to CITY of CITY's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. CONSULTANT shall indemnify, defend, and hold harmless City, its officers, employees, agents and volunteers from and against all liability, loss, damage, expense, and cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's negligence, recklessness, or willful misconduct in the

performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the active negligence or willful misconduct of the City. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement. Nothing herein contained shall be construed to require CONSULTANT to indemnify CITY its officers, employees, agents and volunteers against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

12. Insurance. CONSULTANT shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance covering risks relating to CONSULTANT's services to be performed hereunder in form subject to the approval of the City Attorney and/or CITY's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease. CONSULTANT shall submit to City a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.
Commercial General Liability	\$1,000,000 (to \$5,000,000 depending on exposure) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Coverage must be at least as broad as Insurance Services Office form CG 00 01.

Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT's vehicle usage in performing services hereunder)
¹ Professional Liability	\$1,000,000 per claim and if a general aggregate limit applies, general aggregate limit shall be twice the required occurrence limit.

Concurrently with the execution of this Agreement, CONSULTANT shall furnish CITY with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or **reduction in per occurrence limits** before the expiration of thirty (30) days (10 days for nonpayment) after City shall have received written notification of cancellation in coverage or **reduction in per occurrence limits** by first class mail;
- (b) CONSULTANT's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insured under such policies. An endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37, is also required.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

¹ Note: Professional liability insurance coverage is not required if the contractor/vendor/consultant is not providing a service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional engineers, doctors, certified public accountants, lawyers, etc.) Please check and initial the following if professional liability is **NOT** required for this agreement. ☐ Recommended _____ [Project Manager] ☐ Approved _____ [Risk Manager]

Verification of Coverage

Consultant shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Waiver of Subrogation

Consultant hereby grants to CITY a waiver of any right to subrogation which any insurer of said Consultant may acquire against the CITY by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the CITY has requested or received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Special Risks or Circumstances

CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Coverage

It is a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be made available to the Additional Insured and shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy, whichever is greater.

Primary and Non-Contributory Coverage

The Additional Insured coverage under the Consultant's policy shall be "primary and non-contributory" as will not seek contribution from the CITY insurance or self-insurance and shall be at least as broad as CG 20 01 04 12.

Excess Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory

basis for the benefit of CITY before the CITY insurance or self-insurance shall be called upon to protect it as a named insured.

13. Workers' Compensation. CONSULTANT acknowledges and certifies awareness of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies and agrees to compliance with such provisions before commencing the performance of the work of this agreement.
14. Subcontractors (If applicable). CONSULTANT agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractors' work. Subcontractors hired by CONSULTANT agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under the Contract documents. Subcontract shall agree to include these same provisions in any agreement with a sub-subcontractor. CONSULTANT shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and will provide proof of compliance to the CITY.

Subcontractor shall agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSUTLANT is bound to CITY under the Contract Documents. Subcontractor shall further agree to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with a Sub-subcontractor to the extent they apply to the scope of the Sub-subcontractors' work. A copy of the CITY Contract Document Indemnity and Insurance provisions shall be furnished to the subcontractor upon request.

15. Non-Discrimination. The CONSULTANT hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Section 2000 (e)(17), to the end that CONSULTANT will not exclude any person from participation in, be denied the benefits of, or be otherwise subject to discrimination from any project, program, or activity supported by this Agreement, based on the grounds of race, color, national origin, sex, disability, age, or religion,. CONSULTANT shall comply with its EEO Certification (Form PW-7). In addition, CONSUTLANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to insure that applicants are employed and the employees are treated during employment without regard to their race,

color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

15. Notice. All notices required by this Agreement shall be given to the CITY and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

CITY: City of San Carlos
600 Elm Street
San Carlos, CA 94070
Attention: [REDACTED]

CONSULTANT: [REDACTED]
Address [REDACTED]
Phone [REDACTED]
Attention: [REDACTED]

16. Non-Assignment. This Agreement is not assignable either in whole or in part.
17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
18. Business Registration. VENDOR agrees to comply with Chapter 5.04 of the Municipal Code and pay all fees required to be paid.
19. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
20. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the

unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.

21. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs. If a party refuses or fails to participate in mediation in good faith prior to filing a lawsuit, then that party shall be barred from recovery of attorneys fees and costs of suit.
22. Conflict of Interest. CONSULTANT may serve other clients, but none who are active within the City of San Carlos or who conduct business that would place CONSULTANT in a "conflict of interest" as that term is defined in State law.
23. Entire Agreement. Each party acknowledges that this agreement, the exhibits hereto, and the documents incorporated by reference herein constitute the complete agreement and exclusive statement of the terms and conditions between the parties, which supercedes and merges all prior proposals, understandings and all other agreements, verbal and written, between the parties relating to the subject matter of this agreement. This agreement may not be modified or altered except by written instrument duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF SAN CARLOS:

Dated: _____

Jeff Maltbie, City Manager

ATTEST:

Dated: _____

Crystal Mui, City Clerk

APPROVED AS TO FORM:

Dated: _____

Gregory J. Rubens, City Attorney

CONSULTANT/CONTRACTOR/VENDOR:

I acknowledge that I have full authority to execute this agreement on behalf of the Consultant/Contractor/Vendor, and have read, understand, and agree to comply with the provisions of this Agreement, including the Insurance and indemnity requirements set forth herein.

Dated: _____
