

# Request for Proposals Comprehensive Classification Study



City of Foster City  
610 Foster City Boulevard  
Foster City, California 94404

Release Date: April 6, 2021

Responses Due By: April 26, 2021 at 4:00 PM

## Classification Study

RELEASE DATE: April 6, 2021

CLOSING DATE/TIME: April 26, 2021 @ 4:00 PM.  
*All Proposals must be received by the closing date and time.*

CONTACT PERSONS: Maria Saguisag-Sid, Human Resources Director  
[msaguisag-sid@fostercity.org](mailto:msaguisag-sid@fostercity.org)

City of Foster City  
610 Foster City Boulevard  
Foster City, California 94404  
(650) 286-3207

### I. INTRODUCTION

The City of Foster City is requesting proposals from qualified firms or individuals interested in conducting a citywide employee classification study.

The City of Foster City is located along the San Francisco Bay peninsula. The City is made up of breathtaking shorelines and lagoons and offers its citizens an unsurpassed quality of life. Residents enjoy the many recreational activities provided by the lagoons and quality parks as well as the area's fine dining, entertainment, and mild climate. Foster City is both a general-law city and a special district (Estero Municipal Improvement District) with a Council-Manager form of Government. The City Council, the City Manager, and our operating departments are focused on the City's mission to sustain and enhance the quality of life of everyone who lives, works, and plays in our community.

Incorporated in 1971, the City is a full-service City, serving a population of over 30,000. City departments and services include: City Manager's Office, City Clerk/Communications, Community Development, Financial Services, Human Resources, Information Technology, Police, Public Works & Parks, and Recreation.

The City's current Classification plan is made up of 100 various job classifications (see Attachment A) Many of the positions have been created, reviewed, and revised as needed, but a comprehensive classification review has not been conducted. The City currently has approximately 155 full-time employees and 34 part-time employees, with various positions represented by AFSCME (American Federation of State, County and Municipal Employees) and FCPOA (Foster City Police Officers Association).

## II. PROJECTED TIMELINE

The following is an outline of the anticipated schedule for the proposal review, contract award, and study process. Schedule is tentative and subject to change:

RFP Released	April 6, 2021
RFP Responses Due	April 26, 2021 @ 4:00 PM*
Evaluation of Proposal Period	April 27 – April 30, 2021
Consultant Interviews	May 3 – 6, 2021
City Council Review for Approval	May 17, 2021
Project Start Date	June 1, 2021
Draft Study Due	September 2021
Final Report Due	October 2021

*\*submissions will not be accepted after the due date*

All material submitted in accordance with this RFP become the property of the City and will not be returned. If you have any questions regarding this RFP, please contact Maria Saguisag-Sid at [msaguisag-sid@fostercity.org](mailto:msaguisag-sid@fostercity.org). Any other contact with City Personnel related to this RFP, prior to the formal appointment of the Consultant, is expressly prohibited.

## III. SCOPE OF WORK

The Classification Study will include at a minimum the following services:

- 1) Review current classification specifications and analyze essential duties, knowledge, skill, ability, education and experience relevance, series/class hierarchy, conformity with ADA language relative to essential job functions (including physical requirements), position summaries, class characteristics, supervision received and exercised, position duties, special requirements including license and certification requirements, and Fair Labor Standards Act (FLSA) status (exempt/non-exempt).
- 2) Conduct orientation and briefing sessions to explain the scope of the study to affected employees and association representatives.
- 3) Develop and distribute job-related questionnaires.
- 4) Review and analyze completed job-related questionnaires.
- 5) Conduct interviews with all or a representative sample of covered employees.
- 6) Review various job series in terms of appropriateness.
- 7) As appropriate, recommend new classes and/or recommend deletion of outdated or unnecessary classes.
- 8) Draft updated, accurate class specifications in a format approved by Human Resources, classification specifications shall include the following items:

- a) A summary of the job classification
  - b) Class characteristics describing supervision exercised and received with definition of lead or supervisory roles and series/class hierarchy
  - c) A complete description of the essential job functions
  - d) Requirements of education, experience, knowledge, skills, and abilities
  - e) Working environment and/or physical demands
  - f) Licenses, certifications, driving requirements, physical requirements in compliance with the American with Disabilities Act (ADA), and applicable additional requirements
  - g) Appropriate exempt and non-exempt designation under the Fair Labor Standards Act (FLSA)
- 9) Provide periodic status reports on progress as requested.
  - 10) Provide finalized class specifications and recommend an appropriate classification for each employee, including identifying discrepancies between existing and proposed classifications and explanation of correction.
  - 11) Present information to Executive Leadership Team and City Council, as necessary.

#### **IV. PROPOSAL REQUIREMENTS**

Each proposal should clearly address the following requirements, at a minimum:

- 1) Cover letter to briefly state the consultant's understanding of the work to be performed, the commitment to perform the work in the required timelines, and why the consultant believes it is best qualified to perform the duties and tasks outlined and described in scope of work contained in this request. It should be signed by an official with the legal authority to commit the resources of the firm.
- 2) Consultant name and/or business name, DBA (if applicable) and principal contact person, including office location, address, telephone number, fax number and email address.
- 3) Provide a brief history of the Consultant and any sub-consultants undertaking the work. Provide details on the Consultant's experience conducting similar studies and projects. Please specify the roles performed in those projects by key personnel.
- 4) Identify key staff to be assigned to this project, provide resumes for each key staff member.
- 5) Provide a statement describing the "Scope of Services" as you understand it. Provide a detailed description of the plan to achieve the necessary requirements and a plan for accomplishing the work describing the approach, methodology and procedures to be employed to gather the data, analyze findings, and develop recommendations as requested.
- 6) Describe the way in which the work product will be structured and presented upon completion.

- 7) Describe any optional services you provide which would be of interest and assistance to a classification study. Identify the personnel associated with each service, if applicable.
- 8) Provide a timeline indicating tasks required and the start/completion dates for each.
- 9) The fee proposal shall include:
  - a) A rate schedule for each component and total cost estimate, not to exceed amount for the work described under "Scope of Services."
  - b) A rate schedule for computing any extra work not specified in the contracted "Scope of Services."
- 10) Please provide at least three references, all public agencies, for which comparable services have been provided most recently. These agencies must be able to verify your firm's experience and qualifications. Be sure to include agency name, addresses, e-mail addresses, telephone numbers, and contact persons.
- 11) Proposals should expressly state that the offer, including all pricing quotes, will remain in effect for the entire term of the contract (up to two years).

## **V. PROFESSIONAL SERVICES AGREEMENT**

The City shall enter into a Professional Services Agreement with the selected Consultant. A sample of the Agreement is included in Attachment B. All Proposers must identify in their proposal any terms and conditions of the sample Professional Services Agreement that they wish to negotiate. Insurance is required as outlined in Section C.12.

## **VI. SELECTION PROCESS**

The final award will be based on consideration of the entire proposal for, but not limited to, proposal completeness, ability to meet requested service needs, experience in conducting classification studies, and cost to the City. The City is under no obligation to award a contract to the lowest cost proposal. However, additional consideration will be given to those who provide the best value for the services requested.

## **VII. PROPOSAL SUBMISSION INFORMATION**

**The due date for proposals is Monday, April 26, 2021 at 4:00 PM.**

Please submit an electronic version of your proposal via email to:

Maria Saguisag-Sid, Human Resources Director  
[Msaguisag-sid@fostercity.org](mailto:Msaguisag-sid@fostercity.org)  
Subject Line: Foster City Classification Study RFP

The City of Foster City reserves the exclusive right on its selection of a consultant. All proposals submitted will be subject to public record laws. The City reserves the right to cancel or reissue the RFP or revise the timeline at any time. The City reserves the right to reject any and all proposals and to waive minor irregularities in the proposal process. The City may accept any proposal if such action is believed to be in the best interest of the City. The City is not liable for any cost incurred by the proposer prior to execution of a contract. The City reserves the right to negotiate scope and cost with the consultant. The project team shall be approved by the City of Foster City. The City must approve any changes in the project team.

Attachment A: List of all classifications for the City of Foster City

Attachment B: Sample City of Foster City Professional Services Agreement

# Attachment A

CLASSIFICATION

# of EE's in Classification

ACCOUNTANT	0
ACCOUNTING MANAGER	0
ACCOUNTING SPECIALIST	2
ADMINISTRATIVE ASSISTANT I	2
ADMINISTRATIVE ASSISTANT II	3
ASSISTANT CITY MANAGER	1
ASSISTANT FINANCE DIRECTOR	1
ASSISTANT PLANNER	1
ASSOCIATE CIVIL ENGINEER	4
ASSOCIATE PLANNER	1
BUILDING AND VEHICLE MAINTENANCE MANAGER	1
BUILDING AND VEHICLE MAINTENANCE WORKER	1
BUILDING INSPECTOR	1
BUILDING LEAD MAINTENANCE WORKER	1
BUILDING PERMIT TECHNICIAN	2
BUILDING SERVICES ASSISTANT	3
BUILDING SERVICES COORDINATOR	1
BUILDING VEHICLE/ MAINTENANCE WORKER I/II	1
CHIEF BUILDING OFFICIAL	1
CITY CLERK/COMMUNICATIONS DIRECTOR	1
CITY MANAGER	1
CODE ENFORCEMENT OFFICER I/II	1
COMMUNICATIONS MANAGER	1
COMMUNITY DEVELOPMENT DIRECTOR	1
DEPUTY CITY CLERK	1
DIRECTOR OF PUBLIC WORKS	0
ENGINEERING MANAGER	1
EQUIPMENT MAINTENANCE WORKER	1
FACILITIES MAINTENANCE WORKER II	1
FINANCE DIRECTOR	1
FINANCE SERVICES MANAGER	1
HUMAN RESOURCES ANALYST	1
HUMAN RESOURCES DIRECTOR	1
HUMAN RESOURCES MANAGER	0
HUMAN RESOURCES TECHNICIAN	0
IT MANAGER	1
JUNIOR ENGINEER	0
MANAGEMENT ANALYST I	3
MANAGEMENT ASSISTANT	1
MANAGEMENT ASSISTANT TO THE CITY MANAGER	0
MANAGEMENT COORDINATOR	1
MECHANIC I	1
OFFICE ASSISTANT II	4
PARKS & RECREATION DIRECTOR	1
PARKS LEAD MAINTENANCE WORKER	4
PARKS MAINTENANCE MANAGER	2
PARKS MAINTENANCE WORKER I	7
PARKS MAINTENANCE WORKER II	4
PAYROLL TECHNICIAN	0



PLANNING MANAGER	1
POLICE CAPTAIN	2
POLICE CHIEF	1
POLICE CORPORAL	6
POLICE DISPATCH SUPERVISOR	1
POLICE DISPATCHER	6
POLICE LEAD DISPATCHER	0
POLICE LIEUTENANT	2
POLICE OFFICER	19
POLICE OFFICER RECRUIT	0
POLICE RECORDS SPECIALIST	2
POLICE RECORDS SUPERVISOR	1
POLICE SERGEANT	7
PRINCIPAL BUILDING INSPECTOR	1
PRINCIPAL MANAGEMENT ANALYST	1
PUBLIC WORKS LEAD MAINTENANCE WORKER	5
PUBLIC WORKS MAINTENANCE SUPERINTENDENT	3
PUBLIC WORKS MAINTENANCE WORKER	3
PUBLIC WORKS MAINTENANCE WORKER I	5
PUBLIC WORKS MAINTENANCE WORKER II	6
PW MAINTENANCE MANAGER	1
RECORDS ANALYST I/II	0
RECREATION COORDINATOR I/II	4
RECREATION LEADER I	10
RECREATION LEADER II	3
RECREATION LEADER III	3
RECREATION MANAGER	1
SENIOR ACCOUNTANT	1
SENIOR CIVIL ENGINEER	0
SENIOR ENGINEERING TECHNICIAN	1
SENIOR HUMAN RESOURCES ANALYST	1
SENIOR MANAGEMENT ANALYST	1
SENIOR PLANNER	0
SOCIAL MEDIA / COMMUNICATIONS ASSISTANT	2
SR ACCOUNTING SPECIALIST	1
SR BUILDING INSPECTOR	1
SR SYSTEMS ANALYST	3
SR. COMMUNITY SERV. OFFICER	3
SR. ENGINEERING TECHNICIAN	0
TECHNOLOGY ANALYST II	0

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TOTAL 177

# Attachment B

PROFESSIONAL SERVICES AGREEMENT  
FOR  
[ENTER PROJECT TITLE]

This Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Foster City 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 provide professional services in the CITY;
- B. That CONSULTANT is qualified to provide such services to the CITY and;
- C. That 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 A 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, either party 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 \_\_\_\_\_ (\$ \_\_\_\_\_). Invoices for amounts in excess of \_\_\_\_\_ (\$ \_\_\_\_\_) shall not be paid 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 the City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) evidenced by motion duly made and carried and a written contract amendment having been executed.

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 the City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 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. 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.

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. To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless CITY and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, City of Foster City or Estero Municipal Improvement District, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CONSULTANT, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CONSULTANT to indemnify City of Foster City and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

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 coverage relating to CONSULTANT's services to be performed hereunder covering CITY's risks 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
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
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)
<sup>1</sup> Professional Liability	\$1,000,000 per claim and aggregate

It shall be 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 available to the CITY as an Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

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<sup>1</sup> Note: Professional liability insurance coverage is not required if the 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]

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 subcontractor's work. Subcontractors hired by CONSULTANT shall agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. CONSULTANT shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of compliance to the CITY prior to commencement of any work by the subcontractor.

Concurrently with the execution of this Agreement, CONSULTANT shall furnish CITY, on the form included as Exhibit D or similar form, with certificates and copies of information or declaration pages of the insurance required hereunder to be included as Exhibit C hereto. With respect to evidence of commercial general liability and automobile liability insurance coverage, CONSULTANT must also include in Exhibit C the following 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) Naming the City of Foster City and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, as additional insureds; and
- (c) Providing that CONSULTANT's insurance coverage shall be primary insurance with respect to City of Foster City and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by CITY for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of CONSULTANT's insurance and not contributory with it. CONSULTANT and its insurer may not seek contribution from CITY's insurance or self-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 non-contributory basis for the benefit of CITY, to the extent required by this Agreement, before the CITY's insurance or self-insurance may be called upon to protect CITY as a named Insured.

All self-insured retentions (SIR) must be disclosed to CITY for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named CONSULTANT/Named Insured or CITY.

CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Subcontractors shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor's work. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

CONSULTANT shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONSULTANT fails to obtain or maintain completed operations coverage as required by this Agreement, the CITY at its sole discretion may purchase the coverage required and the cost will be paid by CONSULTANT.

13. WORKERS' COMPENSATION. CONSULTANT certifies that he is aware 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 that he will comply with such provisions before commencing the performance of the work of this agreement.
14. NON-DISCRIMINATION. The CONSULTANT 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 ensure 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 Foster City  
610 Foster City Boulevard  
Foster City, CA 94404-2299  
Attention: \_\_\_\_\_

CONSULTANT: \_\_\_\_\_  
(Fill in CONSULTANT Name, Address, Phone Number, Project Manager and Email Address for CONSULTANT)

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. 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.
19. 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.
20. 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.
21. Conflict of Interest. CONSULTANT may serve other clients, but none who are active within the City of Foster City or who conduct business that would place CONSULTANT in a "conflict of interest" as that term is defined in State law.

22. Entire Agreement. This Agreement, including Exhibits A, B C, and D, comprises the entire Agreement.

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 FOSTER CITY

Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, City Manager  
(for contracts less than \$50,000)  
[REMOVE signature line if \$50,000 or more]

Dated: \_\_\_\_\_

\_\_\_\_\_  
Sanjay Gehani, Mayor  
(for contracts \$50,000 or more)  
[REMOVE signature line if less than \$50,000]

ATTEST:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Priscilla Schaus, City Clerk

APPROVED AS TO FORM

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jean B. Savaree, City Attorney

CONSULTANT

Dated: \_\_\_\_\_

\_\_\_\_\_  
Type Name & Title of CONSULTANT  
Authorized to Sign



EXHIBIT A  
SCOPE OF WORK AND SCHEDULE  
FOR  
[ENTER PROJECT TITLE]

EXHIBIT B  
CONSULTANT'S FEE SCHEDULE

## EXHIBIT C

### INSURANCE FORMS

CONSULTANT shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in Section 12 - INSURANCE of the Agreement on the attached form. No substitute form will be accepted.

#### **ATTACHED**

1. Insurance Coverage Form

**EXHIBIT D**

This **INSURANCE COVERAGE FORM** modifies or documents insurance provided under the following:

Named Insured: \_\_\_\_\_ Effective Work Date(s): \_\_\_\_\_

Description of Work/Locations/Vehicles: \_\_\_\_\_

**ADDITIONAL INSURED:** **City of Foster City/Estero Municipal Improvement District (CITY)**  
**610 Foster City Boulevard, Foster City, CA 94404**  
**Attention:** \_\_\_\_\_

**Contract Administrator**

<b>Endorsement and Certificates of Insurance Required</b> The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply)	<b>Insurer</b>	<b>Policy No.</b>
<input type="checkbox"/> <b>General Liability:</b> (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85}		
<input type="checkbox"/> <b>Auto Liability:</b> the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers.		
<input type="checkbox"/> <b>Other:</b>		
<b>Certificates of Insurance Required (no endorsement needed)</b> (Check all that apply)	<b>Insurer</b>	<b>Policy No.</b>
<input type="checkbox"/> <b>Workers Compensation:</b> work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured.		
<input type="checkbox"/> <b>Professional Liability:</b>		

**PRIMARY/NON-CONTRIBUTORY:** This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

**SEVERABILITY OF INTEREST:** The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

**PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS:** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

**CANCELLATION NOTICE.** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

**WAIVER OF SUBROGATION:** The insurer(s) named above agree to waive all rights of subrogation against the CITY, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the CITY.

**Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.**

**SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)**

**ORGANIZATION:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** ( ) \_\_\_\_\_ **DATE ISSUED:** \_\_\_\_\_