



# City of Burlingame

BURLINGAME CITY HALL  
501 PRIMROSE ROAD  
BURLINGAME, CA 94010

## Meeting Agenda

### City Council

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Monday, September 15, 2025

7:00 PM

Council Chambers/Zoom/Milwaukee, Wisconsin

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***Councilmember Colson will be appearing at this meeting remotely from:***

***The Pfister Hotel***

***Business Center***

***424 East Wisconsin Avenue***

***Milwaukee, WI 53202***

#### **To Attend the Meeting in Person:**

*Council Chambers, 501 Primrose Road, Burlingame, California 94010*

#### **To Attend the Meeting via Zoom:**

*Consistent with Government Code Section 54953, the meeting will also be held via Zoom.*

*To access the meeting by computer:*

*Go to [www.zoom.us/join](http://www.zoom.us/join)*

*Meeting ID: 885 6975 7566*

*Passcode: 597185*

*To access the meeting via phone:*

*Dial 1-669-900-6833*

*Meeting ID: 885 6975 7566*

*Passcode: 597185*

#### **To Provide Public Comment in Person:**

*Members of the public wishing to speak will be asked to fill out a "Request to Speak" card located on the table by the door and then hand it to staff. The provision of a name, address, or other identifying information is optional. Speakers are limited to three minutes each, but the Mayor may adjust the time limit in light of the number of anticipated speakers.*

#### **To Provide Public Comment via Email:**

*Members of the public may provide written comments by email to [publiccomment@burlingame.org](mailto:publiccomment@burlingame.org). Your email should include the specific agenda item on which you are commenting. Please note if your comment concerns an item that is not on the agenda. Emailed public comments that are received by 4:00 p.m. on Monday, September 15, 2025, will be included in a supplemental packet that will be sent to the City Council prior to the meeting and published on the City's website here: <https://www.burlingame.org/169/City-Council---Agendas-and-Minutes>*



**Levine Act**

*The Levine Act (California Government Code Section 84308) prohibits, in certain cases, campaign contributions to members of the City Council by those who have proceedings (e.g., applications for land use and other entitlements, contracts, etc.) pending before the City Council and by those who may have an interest in proceedings (including those acting as agents for applicants or potential contractors). Moreover, the Levine Act may require disclosure of contributions by such individuals. The law is complex, and this brief description is not legal advice. If you or an agent have made any campaign contributions to a City Councilmember in the 12 months before a proceeding in which you have an interest or you are contemplating making a contribution within the 12 months after such a proceeding, you are urged to review the Levine Act and consider consulting an attorney. A 2023 version of the Levine Act and a Fair Political Practices Commission summary of it can be found here:*

*<https://www.burlingame.org/1206/Levine-Act-Information>*

**1. CALL TO ORDER - 7:00 p.m. - Council Chambers/Zoom/Wisconsin****2. PLEDGE OF ALLEGIANCE TO THE FLAG****3. ROLL CALL****4. REQUEST FOR AB 2449 REMOTE PARTICIPATION**

*Announcements/consideration and approval of requests by City Councilmembers to participate remotely pursuant to AB 2449 (government Code Section 54953(f)).*

**5. REPORT OUT FROM CLOSED SESSION****6. UPCOMING EVENTS****7. PRESENTATIONS**

- a. Update from the Burlingame Neighborhood Network (BNN)

**8. PUBLIC COMMENTS, NON-AGENDA**

*Members of the public may speak about any item not on the agenda. Members of the public wishing to suggest an item for a future Council agenda may do so during this public comment period. The Ralph M. Brown Act (the State local agency open meeting law) prohibits the City Council from acting on any matter that is not on the agenda.*

**9. APPROVAL OF CONSENT CALENDAR**

*Consent calendar items are usually approved in a single motion, unless pulled for separate discussion. Any member of the public wishing to comment on an item listed here may do so by submitting a speaker slip for that item in advance of the Council's consideration of the consent calendar.*

- a. Approval of City Council Meeting Minutes for the September 2, 2025 Closed Session

Attachments: [Meeting Minutes](#)



- b. Approval of City Council Meeting Minutes for the September 2, 2025 Study Session
- Attachments: [Meeting Minutes](#)
- c. Approval of City Council Meeting Minutes for the September 2, 2025 Regular Meeting
- Attachments: [Meeting Minutes](#)
- d. Adoption of Resolutions Authorizing the City Manager to Execute Professional Services Agreements with ESA, David J. Powers, ICF, and M-Group for On-call Planning Services, Each in the Amount of \$1,000,000 and for a Five-Year Term
- Attachments: [Staff Report](#)
- [Resolution for David J Powers](#)
- [Professional Services Agreement - DJ Powers](#)
- [Resolution for ESA](#)
- [Professional Services Agreement - ESA](#)
- [Resolution for ICF](#)
- [Professional Services Agreement - ICF](#)
- [Resolution for M-Group](#)
- [Professional Services Agreement - M-Group](#)
- e. Adoption of a Resolution Accepting the Police Department Roof Replacement Project by Alcal Specialty Contracting, Inc., City Project No. 86060, in the Amount of \$574,066
- Attachments: [Staff Report](#)
- [Resolution](#)
- [Final Progress Payment](#)
- [Project Location Map](#)
- f. Adoption of Resolutions Supporting the Submission of Grant Applications for the Old Bayshore Highway Complete Streets Project and the Peninsula Corridor Multimodal Complete Streets Improvement Project Under the San Mateo County Transportation Authority (SMCTA) Measure A & W Highway Program
- Attachments: [Staff Report](#)
- [Resolution - Old Bayshore Highway](#)
- [Resolution - Peninsula Corridor](#)
- [Current Conditions and Renderings - Old Bayshore Highway Complete Streets I](#)
- [Project Location Maps - Old Bayshore Highway Complete Streets Project](#)
- [Project Location Map - Peninsula Corridor Multimodal Complete Streets Improv](#)



- g. Adoption of a Resolution Awarding a \$443,645.80 Construction Contract to JJR Construction, Inc. for the Occidental Avenue Bicycle and Pedestrian Improvements, City Project No. 86650, and Authorizing the City Manager to Execute the Construction Contract

Attachments: [Staff Report](#)  
[Resolution](#)  
[Bid Summary](#)  
[Construction Contract](#)  
[Project Location Map](#)

- h. Adoption of a Resolution Authorizing an Amendment to the Director of Public Works Job Classification

Attachments: [Staff Report](#)  
[Resolution](#)  
[Attachment](#)

## 10. PUBLIC HEARINGS (Public Comment)

- a. Public Hearing and Adoption of a Resolution Approving and Levying the Downtown Burlingame Avenue Business Improvement District Assessments for Fiscal Year 2025-26

Attachments: [Staff Report](#)  
[DBID Method of Assessment](#)  
[Resolution](#)

- b. Adoption of a Resolution Adopting an Amended and Restated Conditional Use Permit for Enterprise Rent-A-Car Company for a Car Rental, Storage, and Repair Facility Located at 778 Burlway Road; CEQA Determination: Exempt Pursuant to State CEQA Guidelines Section 15301 (Class 1 – Existing Facilities);

Adoption of a Resolution Approving an Agreement Between the City of Burlingame and Enterprise Rent-A-Car Company for Development of the Property at 778 Burlway Road, and Authorizing the City Manager to Execute the Agreement

Attachments: [Staff Report](#)  
[Resolution - CUP](#)  
[Project Plans](#)  
[Resolution - Agreement](#)  
[Agreement](#)

## 11. STAFF REPORTS AND COMMUNICATIONS (Public Comment)

## 12. COUNCIL COMMITTEE AND ACTIVITIES REPORTS AND ANNOUNCEMENTS

*Councilmembers report on committees and activities and make announcements.*



**13. FUTURE AGENDA ITEMS****14. ACKNOWLEDGMENTS**

*The agendas, packets, and meeting minutes for the Planning Commission, Traffic Safety and Parking Commission, Beautification Commission, Parks and Recreation Commission, and the Library Board of Trustees are available online at [www.burlingame.org](http://www.burlingame.org).*

**15. ADJOURNMENT**

*Notice: Any attendees who require assistance, a disability related modification, or language assistance in order to participate in the meeting should contact Meaghan Hassel-Shearer, City Clerk by 10:00 a.m. on Monday, September 15, 2025 at (650) 558-7203 or at [mhasselshearer@burlingame.org](mailto:mhasselshearer@burlingame.org). Any individual who wishes to request an alternate format for the agenda, meeting notice, or other writings that are distributed at the meeting should contact Meaghan Hassel-Shearer, City Clerk, by 10:00 a.m. on Monday, September 15, 2025 at (650) 558-7203 or at [mhasselshearer@burlingame.org](mailto:mhasselshearer@burlingame.org).*

*Notification in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting, the materials related to it, and your ability to comment.*

**NEXT CITY COUNCIL MEETING**

**Regular City Council Meeting on Monday, October 6, 2025**

**VIEW REGULAR COUNCIL MEETING ONLINE**

**<https://www.burlingame.org/169/City-Council---Agendas-and-Minutes>**

*Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection via [www.burlingame.org](http://www.burlingame.org) or by emailing City Clerk Meaghan Hassel-Shearer at [mhasselshearer@burlingame.org](mailto:mhasselshearer@burlingame.org). If you are unable to obtain information via the City's website or through email contact the City Clerk at (650) 558-7203.*





**BURLINGAME CITY COUNCIL**  
**Unapproved Minutes**  
**Closed Session on September 2, 2025**

**1. CALL TO ORDER**

A duly noticed meeting of the Burlingame City Council was held on the above date in person at 5:16 p.m.

**2. ROLL CALL**

**MEMBERS PRESENT:** Brownrigg, Colson, Pappajohn, Stevenson, Thayer

**MEMBERS ABSENT:** None

**3. REQUEST FOR AB 2249 REMOTE PARTICIPATION**

There was no request.

**4. PUBLIC COMMENTS**

There were none.

**5. CLOSED SESSION**

- a. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(1)**  
**ETZEL WILLIAMS, III ET AL. V. PENINSULA CORRIDOR JOINT POWERS AUTHORITY AKA CALTRAIN, CITY OF BURLINGAME, ET AL., SAN MATEO COUNTY SUPERIOR COURT CASE NO. 22-CIV-003763**

City Attorney Guina reported that direction was given, but no reportable action was taken.

- b. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(2): ONE CASE**

City Attorney Guina reported that a motion to approve the settlement with California River Watched was made by Vice Mayor Brownrigg; seconded by Councilmember Pappajohn. The motion passed unanimously by roll call vote, 5-0.



- c. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS, PURSUANT TO GOVERNMENT CODE SECTION 54956.8**  
**PROPERTY: 778 BURLWAY ROAD**  
**AGENCY NEGOTIATOR: CITY MANAGER LISA K. GOLDMAN AND CITY ATTORNEY MICHAEL GUINA**  
**NEGOTIATING PARTIES: CITY OF BURLINGAME AND ENTERPRISE RENT-A-CAR**  
**UNDER NEGOTIATION: PRICE AND TERMS**

City Attorney Guina reported that direction was given, but no reportable action was taken.

**6. ADJOURNMENT**

Mayor Stevenson adjourned the meeting at 5:56 p.m.

Respectfully submitted,

Meaghan Hassel-Shearer  
City Clerk





**BURLINGAME CITY COUNCIL**  
**Unapproved Minutes**  
**City Council Study Session on September 2, 2025**

**1. CALL TO ORDER**

A duly noticed meeting of the Burlingame City Council was held on the above date in person and via Zoom at 6:02 p.m.

**2. ROLL CALL**

**MEMBERS PRESENT:** Brownrigg, Colson, Pappajohn, Stevenson, Thayer

**MEMBERS ABSENT:** None

**3. REQUEST FOR AB 2449 REMOTE PARTICIPATION**

There were no requests.

**4. STUDY SESSION**

**a. STUDY SESSION – VISION ZERO PROJECT UPDATE**

DPW Murtuza explained that the City hired Fehr and Peers to assist with the creation of a Vision Zero Action Plan. He introduced Fehr & Peers' Principal Dana Weissman.

Ms. Weissman began by explaining that Burlingame's Vision Zero Action Plan establishes the City's goal of:

- Reaching zero serious injury and fatal collisions on local roadways
- Reinforcing the City's commitment to safer streets.

She noted that the purpose of the Vision Zero Action Plan is to prioritize projects and strategies the City can advance to help achieve this critical goal.

Ms. Weissman reviewed the three steps in creating a Vision Zero Action Plan:

1. Gather and analyze safety data and community input (winter to summer 2025)
2. Define safety projects and identify safety countermeasures (summer to fall 2025)
3. Prepare safety plan (fall 2025 to winter 2026)



Ms. Weissman reviewed the steps that staff and the consultants had accomplished:

- Conducted extensive outreach and engagement efforts throughout the spring and early summer and reached a wide cross section of the Burlingame community, soliciting valuable input on people's safety concerns and desires.
- Undertook a robust data collection and analysis process and looked at collision trends, collision hot spots, and the factors that make a given location more prone to poor safety outcomes.

Ms. Weissman explained that during the summer, her firm conducted its first round of citywide outreach and engagement for the project. She stated that they focused on soliciting input on safety needs and desired outcomes. She reviewed the types of outreach conducted including:

- Established a project website that has seen nearly 1,500 visits from 900 different people
- Hosted an online map-based survey that saw 650 contributions by 250 different people
- Hosted two pop-up events: one at the Fresh Market and one at Burlingame High School
- Posted public displays and flyers at Burlingame Main Library, the Community Center, and Easton Library
- Promoted the online survey and events through various channels, including Burlingame eNews, Burlingame Elementary School District Newsletters, Live Play Burlingame, and City social media accounts
- Facilitated two Community Advisory Committee meetings and two Task Force meetings

Ms. Weissman showed a map depicting the feedback the City received from the online map survey. She noted that the pins on the map show individual comments associated with specific travel modes and that most of the comments were in regard to the downtown areas of Broadway and Burlingame Avenue, El Camino Real, California Drive, and Hillside Drive. She reviewed the common themes from the feedback:

- Safety for people walking and biking, especially at crossings
- Slowing vehicle speeds and improving driver visibility
- Need for enforcement and education
- Specific location priorities such as schools, downtown, and El Camino Real

Ms. Weissman reviewed a bar chart depicting the number of injury collisions per year in Burlingame:

- 2020 – 86
- 2021 – 94
- 2022 – 112
- 2023 – 120
- 2024 – 145

She stated that on average, 86% of the collisions were minor injuries. She explained that 9% of the collisions resulted in fatalities or serious injuries, and these are the focus of Vision Zero.

Councilmember Colson asked about the number of injury collisions prior to the start of the pandemic. Ms. Weissman replied that prior to the pandemic, the numbers were equal to today's numbers.



Councilmember Pappajohn asked if they had data for this year. Ms. Weissman replied that the 2025 data is only provisional.

Ms. Weissman stated that they reviewed the who, when, why, and how of collisions to better understand the collision trends in Burlingame. She explained that it was determined that while people walking and biking are involved in 22% of all injury collisions, this group makes up over 50% of serious injuries and fatal collisions. She added that the data showed that collisions often happen in late afternoon when travel activity is high, but serious injury and fatal collisions peak late in the night. She noted that the top collision factors in Burlingame are unsafe speeds, right-of-way violations, improper turning, and driving under the influence.

Ms. Weissman stated that in collecting the data, they thought about where collisions occur in two ways:

- Collision history – identify specific locations where high concentrations of collisions occurred in the past
- Collision potential – identify locations across the city whose characteristics may make collisions more likely, regardless of whether or not that location has a history of collisions yet

Ms. Weissman stated that for collision history, they created a High Injury Network map that captured the 20% of City roadways on which 85% of serious injury and fatal collisions were recorded from 2020 to 2024. She noted that a High Injury Network is a useful tool in safety analysis. She explained that it allows them to identify the subset of City roadways that experience the highest concentration of collisions. She added that the High Injury Network doesn't include El Camino Real because it is owned and operated by Caltrans.

Ms. Weissman explained that for collision potential, they look at what locations may be more susceptible to collisions based on their characteristics such as:

- Arterials
- Signalized intersections
- Areas around schools
- Downtown commercial areas

Ms. Weissman stated that after reviewing the data, they looked at how to prioritize safety projects. She explained that they wanted to focus investment on the areas across Burlingame with the highest level of interest from the community and the highest safety need. She reviewed the three potential focus areas:

1. Corridors that were flagged because of their collision history and their collision potential
2. School Zones due to collision potential and input from the community and project stakeholders
3. Downtown Commercial Zones due to collision potential and input from the community and project stakeholders

Ms. Weissman discussed potential factors to consider when prioritizing safety projects:

- Measured safety need
- Community support



- Geographic distribution
- Quick wins versus long-term impact
- Funding competitiveness
- Upcoming project coordination
- Programmatic strategies to complement infrastructure projects

Ms. Weissman reviewed next steps:

- Continue to engage the public and stakeholders
- Define and prioritize safety projects and programs
- Develop conceptual layouts for a selection of priority projects
- Develop the Vision Zero Action Plan

Vice Mayor Brownrigg asked about how Peninsula Avenue is incorporated into the Vision Zero Action Plan as it is shared with the City of San Mateo. Ms. Weissman replied that Peninsula Avenue is included in the analysis.

DPW Murtuza stated that the City is coordinating with the City of San Mateo on safety projects for Peninsula Avenue including a potential \$20 million grant.

Vice Mayor Brownrigg stated that while he understands that El Camino Real was not included in this analysis due to it being a State highway and the upcoming work, he asked that the consultants continue to ask the public for their opinions on El Camino Real. He noted that this information could be passed on to Caltrans.

Vice Mayor Brownrigg asked staff to present data to the Council in the future regarding how completed traffic calming initiatives have assisted with Vision Zero.

Councilmember Thayer asked if playgrounds and parks were considered as potential focus areas. Ms. Weissman replied in the affirmative. She explained that the consultants didn't hear as much about playgrounds and parks in the conversations with the communities. However, she noted that they have data about collisions around these areas and can include it if the Council would like it to be a focus area.

Councilmember Colson discussed the Broadway Grade Separation. She asked if there is a way to use this data in the future for grants. DPW Murtuza replied in the affirmative.

Mayor Stevenson opened the item up for public comment

Grace, an avid walker, discussed her concerns including: sign pollution on California Drive, bikes on sidewalks, sidewalk dining, and individuals complying with stop signs.



Manito Velasco voiced appreciation for the City painting daylight redzones and pedestrian flashing beacons and asked the City to continue rolling out improvements and not be slowed down by waiting to first complete the Vision Zero Plan.

Burlingame School District Superintendent Marla Silversmith thanked the City for their partnership. She discussed the District's partnership with the Police Department in regard to schools' reopening and bike to school days!

Mayor Stevenson closed public comment.

Vice Mayor Brownrigg discussed lowering speeds in the focus areas. He discussed AI-enabled stop signals, which have assisted other communities in decreasing collisions.

Councilmember Thayer asked that the City continue with traffic calming projects while working on Vision Zero. She explained that wherever the historical data is showing the City has issues, the City should prioritize these areas.

Councilmember Pappajohn concurred with her colleagues about decreasing speed. She discussed her time on the Vision Zero Committee and the engagement from community members.

Councilmember Colson talked about her week at Burning Man and talking with the CEO of Burning Man about their minimal amount of collisions on the playa. She noted that she believed this is because of the low speeds and the courtesy that individuals gives to each other.

Mayor Stevenson asked for continued public engagement as the City completes the Vision Zero Action Plan. He noted the need to focus on school areas for traffic calming. He thanked the school districts for their assistance in this project. He voiced support for reducing speeds and further education to the public on bike and pedestrian safety.

The Council thanked staff and Ms. Weissman for their presentation.

## 5. **ADJOURNMENT**

Mayor Stevenson adjourned the meeting at 7:04 p.m.

Respectfully submitted,

Meaghan Hassel-Shearer  
City Clerk





**BURLINGAME CITY COUNCIL  
Unapproved Minutes  
Regular City Council Meeting on September 2, 2025**

**1. CALL TO ORDER**

A duly noticed meeting of the Burlingame City Council was held on the above date in person and via Zoom at 7:10 p.m.

**2. PLEDGE OF ALLEGIANCE TO THE FLAG**

The Pledge of Allegiance was led by Mayor Stevenson.

**3. ROLL CALL**

**MEMBERS PRESENT:** Brownrigg, Colson, Pappajohn, Stevenson, Thayer

**MEMBERS ABSENT:** None

**4. REQUEST FOR AB 2249 REMOTE PARTICIPATION**

There were no requests.

**5. REPORT OUT FROM CLOSED SESSION**

- a. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(1)  
EXTZEL WILLIAMS, III ET AL. V. PENINSULA CORRIDOR JOINT POWERS AUTHORITY AKA CALTRAIN, CITY OF BURLINGAME, ET AL., SAN MATEO COURT CASE NO. 22-CIV-03763

City Attorney Guina reported that direction was given, but no reportable action was taken.

- b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(2): ONE CASE

City Attorney Guina reported that Vice Mayor Brownrigg made a motion to approve the settlement with California River Watch; seconded by Councilmember Pappajohn. The motion passed unanimously by roll call vote, 5-0.



- c. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS, PURSUANT TO GOVERNMENT CODE SECTION 54956.8**  
**PROPERTY: 778 BURLWAY ROAD**  
**AGENCY NEGOTIATOR: CITY MANAGER LISA K. GOLDMAN AND CITY ATTORNEY MICHAEL GUINA**  
**NEGOTIATING PARTIES: CITY OF BURLINGAME AND ENTERPRISE RENT-A-CAR**  
**UNDER NEGOTIATION: PRICE AND TERMS**

City Attorney Guina reported that direction was given, but no reportable action was taken.

6. **UPCOMING EVENTS**

Mayor Stevenson reviewed upcoming events in the city.

7. **PRESENTATIONS**

a. **RECOGNIZING SEPTEMBER 2025 AS SUICIDE PREVENTION MONTH**

Kristen Nightingale, a member of the San Mateo County Behavioral Health Commission, introduced two interns, Kristen Lee and Leila Ortiz, to discuss the importance of Suicide Prevention Month.

Ms. Lee and Ms. Ortiz discussed the importance of reaching out to friends, utilizing 988 the Suicide and Crisis Lifeline, and having open discussions with friends and family about mental health.

Mayor Stevenson read the proclamation proclaiming September 2025 as Suicide Prevention Month. Included in the proclamation was the fact that in 2024, 69 people died by suicide in San Mateo County, and the San Mateo County Crisis Line received 13,239 calls.

b. **PRESENTATION FROM SAMOAN SOLUTIONS**

Representatives from Samoan Solutions discussed the non-profit's history in the community and the work that they do to assist Pacific Islanders in the county. To find out more about this organization, their website is: [www.samoansolutions.org](http://www.samoansolutions.org).

8. **PUBLIC COMMENTS**

Two Burlingame High School students, Delaney and Alexander, discussed the formation of the advanced photography class at BHS. They explained that they are excited to partner with the City to assist in publicizing events that occur in Burlingame.

Grace discussed her concerns that Councilmembers can participate in meetings remotely while citizens have to appear in person to comment. She also voiced concerned about the City giving \$10,000 to the



Leadership Council San Mateo County as she believed it to be a Democratic Socialist organization not open to Republicans or independents.

**9. APPROVAL OF CONSENT CALENDAR**

Mayor Stevenson asked the Councilmembers and the public if they wished to remove any item from the Consent Calendar. Vice Mayor Brownrigg pulled item 9g.

Councilmember Colson made a motion to adopt items 9a, 9b, 9c, 9d, 9e, 9f, and 9h from the Consent Calendar; seconded by Councilmember Thayer. The motion passed unanimously by roll call vote, 5-0.

**a. APPROVAL OF CITY COUNCIL MEETING MINUTES FOR THE AUGUST 18, 2025 CLOSED SESSION**

City Clerk Hassel-Shearer requested Council approve the City Council Meeting Minutes for the August 18, 2025 Closed Session.

**b. APPROVAL OF CITY COUNCIL MEETING MINUTES FOR THE AUGUST 18, 2025 REGULAR CITY COUNCIL MEETING**

City Clerk Hassel-Shearer requested Council approve the City Council Meeting Minutes for the August 18, 2025 Regular City Council Meeting.

**c. ADOPTION OF A RESOLUTION ACCEPTING THE CENTRAL COUNTY FIRE DEPARTMENT (CCFD) FIRE STATION 36 BATHROOM REMODEL AND ACCESSIBILITY UPGRADE, CITY PROJECT NO. 87090, BY T&S INTERMODAL MAINTENANCE, INC., DBA T&S WEST CONSTRUCTION, IN THE AMOUNT OF \$203,343.69**

DPW Murtuza requested Council adopt Resolution Number 092-2025.

**d. ADOPTION OF A RESOLUTION ACCEPTING THE FIRE STATION 34 MISCELLANEOUS IMPROVEMENTS BY T&S INTERMODAL MAINTENANCE, INC. DBA T&S WEST CONSTRUCTION, CITY PROJECT NO. 86910 IN THE AMOUNT OF \$269,946.77**

DPW Murtuza requested Council adopt Resolution Number 093-2025.

**e. ADOPTION OF A RESOLUTION REJECTING ALL BIDS RECEIVED FOR THE ELECTRIC VEHICLE CHARGERS INSTALLATION AT THE PUBLIC WORKS CORPORATION YARD, CITY PROJECT NO. 86900, AND AUTHORIZING STAFF TO REVISE THE BID DOCUMENTS AND RE-ADVERTISE THE PROJECT**

DPW Murtuza requested Council adopt Resolution Number 094-2025.



- f. **ADOPTION OF A RESOLUTION APPROVING THE PROCUREMENT OF WATER METERS AND ADVANCED METERING INFRASTRUCTURE (AMI) RADIO DEVICES FROM AQUA-METRIC SALES COMPANY IN AN AMOUNT NOT TO EXCEED \$500,000 ANNUALLY FOR A PERIOD OF FIVE YEARS, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$2,500,000**

DPW Murtuza requested Council adopt Resolution Number 095-2025.

- g. **ADOPTION OF A RESOLUTION DESIGNATING A VOTING DELEGATE FOR THE 2025 LEAGUE OF CALIFORNIA CITIES' ANNUAL CONFERENCE**

Vice Mayor Brownrigg stated that while the proposed resolution includes the Mayor as the voting delegate, the Council should include alternates in case the Mayor is unable to go.

Councilmember Colson and Vice Mayor Brownrigg agreed to be alternates.

Mayor Stevenson opened the item up for public comment.

Grace voiced concerns about the conference not being remote and the determination of who would be the voting delegate.

Mayor Stevenson closed public comment.

Vice Mayor Brownrigg made a motion to adopt Resolution Number 096-2025 with the amendment that Vice Mayor Brownrigg is the first alternate, and Councilmember Colson is the second alternate; seconded by Councilmember Pappajohn. The motion passed unanimously by roll call vote, 5-0.

- h. **APPROVAL OF OUT-OF-STATE TRAVEL FOR THE BURLINGAME POLICE DEPARTMENT'S CHIEF OF POLICE TO ATTEND THE INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE ANNUAL CONFERENCE**

Police Chief Vaswani requested Council approve of his out-of-state travel to attend the International Association of Chiefs of Police Annual Conference.

## **10. PUBLIC HEARINGS**

- a. **INTRODUCTION AND FIRST READING OF AN ORDINANCE ADDING SECTION 11.06.055, "PRIVATE TREES AND PRIVATELY-OWNED VEGETATION (PUBLIC NUISANCE)", TO CHAPTER 11.06 OF TITLE 11 OF THE BURLINGAME MUNICIPAL CODE REGARDING THE MAINTENANCE OF PRIVATE TREES AND VEGETATION ON PRIVATE PROPERTY; CEQA DETERMINATION: EXEMPT PURSUANT TO STATE CEQA GUIDELINES SECTION 15378 AND 15601(b)(3)**



ACA Burke reviewed the proposed ordinance, stating that it will allow the City to address challenges with private nuisance vegetation. She discussed the following list of conditions that could trigger City enforcement:

- Dead, dying, diseased, or pest infested
- Vegetation that significantly damages infrastructure
- Vegetation that interferes with visibility
- Vegetation that interferes with access
- Climbing plants encroaching on the City right-of-way
- Vegetation declared a public nuisance by legal authority or by the Parks and Recreation Director

ACA Burke stated that the City reviewed similar ordinances in Menlo Park, South San Francisco, Mountain View, Palo Alto, and San Mateo.

ACA Burke reviewed the following limitations of the ordinance:

- Private tree matters remain private
- City involvement is primarily for challenges and risks posed to public areas
- It is not the position of the City to police private vegetation

Councilmember Colson stated that she appreciated that this was being codified. She noted that one of the things that has come up several times in her neighborhood is the intersection of private vegetation and parks vegetation. She explained that the proposed ordinance assists the public and staff in better understanding their roles.

Vice Mayor Brownrigg stated that it surprised him that staff had to propose this ordinance. He explained that he thought it was clear that the City has the right to clear a sidewalk. ACA Burke replied that the City has the right to clear a sidewalk on property it owns. However, she explained that to the extent that there is vegetation on private property that affects public property or public safety, it is good to have an ordinance to point to.

Mayor Stevenson opened the public hearing.

Jennifer Pfaff asked if this ordinance would apply to overgrown hedges. ACA Burke replied in the affirmative.

Tony Paul stated that the City Arborist can help determine what trees need to be removed.

Mayor Stevenson closed the public hearing.

Mayor Stevenson asked about notification and whether it is coming from staff that observe it or from residents that report it. City Arborist Holtz replied that Parks staff is not in the business of policing, but if they do see a hazardous situation, they will work with the City's Code Enforcement Officer. He added that mostly this will be complaint based.



Councilmember Pappajohn made a motion to bring back the proposed ordinance for a second reading; seconded by Vice Mayor Brownrigg.

Vice Mayor Brownrigg commented on the motion by complementing the work of the City Arborist and his staff, who assisted on a resident's recent tree issue.

The motion passed unanimously by roll call vote, 5-0.

**11. STAFF REPORTS AND COMMUNICATIONS**

There were no staff reports.

**12. COUNCIL COMMITTEE AND ACTIVITIES REPORTS AND ANNOUNCEMENTS**

There were none.

**13. FUTURE AGENDA ITEMS**

Vice Mayor Brownrigg asked that the Council agendaize a discussion on creating a policy for view-point media and what can be shown at City facilities. The Council agreed to agendaize the discussion.

**14. ACKNOWLEDGMENTS**

The agendas, packets, and meeting minutes for the Planning Commission, Traffic, Safety & Parking Commission, Beautification Commission, Parks & Recreation Commission, and Library Board of Trustees are available online at [www.burlingame.org](http://www.burlingame.org).

**15. ADJOURNMENT**

Mayor Stevenson adjourned the meeting at 8:32 p.m. in memory of Joseph D. Putnam.

Respectfully submitted,

Meaghan Hassel-Shearer  
City Clerk





# STAFF REPORT

AGENDA NO: 9d

MEETING DATE: September 15, 2025

**To: Honorable Mayor and City Council**

**Date: September 15, 2025**

**From: Neda Zayer, Community Development Director – (650) 558-7253  
Catherine Keylon, Senior Planner – (650) 558-7250**

**Subject: Adoption of Resolutions Authorizing the City Manager to Execute Individual Professional Services Agreements for On-call Planning Services, Each for a Not-to-Exceed Amount of \$1,000,000 and a Five-Year Term.**

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## **RECOMMENDATION**

Staff recommends that the City Council adopt the attached resolutions authorizing the City Manager to execute individual Professional Services Agreements for on-call planning services for a not-to-exceed amount of \$1,000,000 each and a five-year term with:

- David J. Powers and Associates, Inc.;
- Environmental Science Associates (ESA);
- ICF Jones & Stokes, Inc.; and
- M-Group

## **BACKGROUND**

The Community Development Department - Planning Division issued a Request for Qualifications (RFQ) to establish an On-Call Planning Services Consultant List. The consultants on the list would provide various professional and technical services required for the review of development projects including environmental review, historic review, design review consultation, and planning staffing services.

The City utilizes consultants to prepare required environmental documents under the California Environmental Quality Act (CEQA) and historic resources studies for development projects or the City's capital improvement projects. Staff has historically executed individual contracts with consultants each time these types of services are required for a project. Depending on the cost of the service, a Request for Proposal process would be needed, which is often the case, adding additional time and processing to the project. The On-Call Planning Services Consultant List would simplify and expedite this process by developing standing contracts to engage the consultants in the specialized work needed. A task order would be completed for each project that would define the scope of work, and the cost would be covered by the Applicant/Developer.

In addition, one firm was selected to also provide planning staffing services that could be used when needed during staff shortages, workload backlogs, or specialized projects. This type of



service would be far more limited on an as-needed basis, and the cost would be budgeted for by the Community Development Department through the budgeting process. Currently, there is no plan for use of this service, but rather, the contract is in place should it be needed in the future.

On May 12, 2025, the RFQ was released, and seven consultant firms submitted a Statement of Qualifications. Internal staff reviewed the submittal packets and conducted interviews. Four firms were selected through the process to be placed on the on-call list:

- David J. Powers & Associates
- Environmental Science Associates (ESA)
- ICF Jones & Stokes
- M-Group

The consultants selected are highly qualified firms who have done work for the City of Burlingame in the past, as well as many other jurisdictions in the Bay Area and State of California.

Staff is requesting approval to enter into a Professional Services Agreement with each of the above-mentioned firms for a five-year contract term and a not-to-exceed amount of \$1,000,000. The \$1,000,000 amount is intended to be able to cover multiple projects, if needed, without additional amendments to the contracts.

### **FISCAL IMPACT**

Funding for the environmental and historic review services will be reimbursed by the Applicant/Developer through a pass-through account for each project over the five-year period.

The planning staffing services that could be used when needed during staff shortages, workload backlogs, or specialized projects would be budgeted for by the Community Development Department through the budgeting process. Currently, there is no plan for use of this service, but rather, the contract is in place should the need arise in the future.

Exhibits:

- Resolution for David J. Powers
- Professional Services Agreement for David J. Powers & Associates
- Resolution for ESA
- Professional Services Agreement for ESA
- Resolution for ICF
- Professional Services Agreement for ICF Jones & Stokes
- Resolution for M-Group
- Professional Services Agreement for M-Group



## RESOLUTION NO.

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLINGAME AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH DAVID J. POWERS & ASSOCIATES, INC. IN THE AMOUNT OF \$1,000,000, TO PROVIDE ON-CALL PLANNING SERVICES FOR A FIVE-YEAR TERM

**WHEREAS**, the City requires professional and technical services to assist with a variety of on-call planning services including environmental review, historical consultation, design review consultation, and planning staffing for private development projects, as well as for the City's capital improvement projects; and

**WHEREAS**, on May 12, 2025, the Planning Division issued a Request for Qualifications (RFQ) to establish a list of qualified consultants to provide various professional and technical services for a variety of on-call planning services including environmental review, historical consultation, design review consultation, and planning staffing; and

**WHEREAS**, City staff conducted panel interviews with each of the firms that submitted an RFQ on July 23 and July 24, 2025; and

**WHEREAS**, the City has selected David J. Powers & Associates, Inc. ("Consultant") and three additional firms to perform the on-call planning services on an as-needed basis for a five-year term for a not-to-exceed amount of \$1,000,000; and

**WHEREAS**, on September 15, 2025, the City Council reviewed and considered the Agreement for Professional Services to authorize work over a five-year term, for an amount not to exceed \$1,000,000.

**NOW, THEREFORE**, the City Council of the City of Burlingame does hereby resolve, find, determine, and order as follows:

1. The City Manager is authorized and directed to enter into the Professional Services Agreement with David J. Powers for on-call planning services for a term of five years, with a not-to-exceed amount of \$1,000,000, in the form attached hereto.
2. The City Clerk is directed to attest to the signature of the City Manager upon execution of the Professional Services Agreement.

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Mayor



I, Meaghan Hassel-Shearer, City Clerk of the City of Burlingame, certify that the foregoing resolution was introduced at a regular meeting of the City Council, held on the 15<sup>th</sup> day of September, 2025, and was adopted thereafter by the following vote:

AYES: Councilmembers:  
NOES: Councilmembers:  
ABSENT: Councilmembers:

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City Clerk

Exhibit:

- Exhibit A – Professional Services Agreement with David J. Powers



**CITY OF BURLINGAME  
ON-CALL PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of October 1, 2025 by and between the City of Burlingame, a public agency organized and operating under the laws of the State of California with its principal place of business at 501 Primrose Road, Burlingame, CA 94010 ("City"), and David J. Powers & Associates, Inc., a Corporation with its principal place of business at 1871 The Alameda, Suite 200, San Jose, CA 95126 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**RECITALS**

A. City is a public agency of the State of California and is in need of professional services for the following project:

On-Call Planning Services – Environmental (CEQA) and Historic Review

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(hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services on the Project. Consultant desires to perform and assume responsibility for the provision of certain professional services required by City on the terms and conditions set forth in this Agreement and in the task order(s) to be issued pursuant to this Agreement ("Task Order").

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A." The services shall be more particularly described in the individual Task Order issued by the City or its designee. No services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "C".

2. Compensation.

a. Consultant shall receive compensation, including authorized reimbursements, for all services rendered under this Agreement at the rates set forth in the Schedule of Charges attached hereto as Exhibit "B" and incorporated herein by this reference. The maximum compensation for services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total aggregate compensation paid to Consultant under this Agreement shall not exceed the amount set forth in Section 2(b) below.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement and all Task Orders issued hereunder exceed the sum of \$1,000,000. This amount is to cover all printing and related costs, and the City will not pay any additional fees for



printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Time of Performance

The term of this Agreement shall be from October 1, 2025 to October 1, 2030, unless earlier terminated as provided herein. Consultant shall complete the services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the City. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.



c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability



- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of



California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.



g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions



(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

## 12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project, any Task Order or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.



13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.



15. Reserved.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Mateo, State of California.

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign Akoni Danielson as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:



CITY:

City of Burlingame  
501 Primrose Road  
Burlingame, CA 94010  
Attn: Catherine Keylon

CONSULTANT:

David J. Powers & Associates, Inc.  
1871 The Alameda, Suite 200  
San Jose, CA 95126  
Attn: Akoni Danielson

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.



28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**[SIGNATURES ON FOLLOWING PAGE]**



**SIGNATURE PAGE FOR ON-CALL PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF BURLINGAME  
AND DAVID J. POWERS & ASSOCIATES, INC.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**CITY OF BURLINGAME**

**DAVID J. POWERS & ASSOCIATES, INC.**

*Approved By:*

\_\_\_\_\_  
Lisa Goldman  
City Manager

\_\_\_\_\_  
Akoni Danielson  
President/Principal Project Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*Attested By:*

\_\_\_\_\_  
City Clerk

*Approved As To Form:*

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



## EXHIBIT A

### Scope of Services

#### Environmental / California Environmental Quality Act (CEQA)

Environmental review services will be needed for California Environmental Quality Act (CEQA) review and evaluation for upcoming development projects in the City. The selected firms will have the technical expertise and experience to be able to provide the full array of services typically involved in preparation of CEQA documents, which may include Notice of Preparation (NOP), Environmental Impact Reports (EIR), Initial Studies/Negative or Mitigated Negative Declarations (MND), Addenda, Notices of Exemption (NOE), Class 32 In-Fill Exemptions, General Plan Consistency under 15183, and other CEQA documents as needed. The work will require familiarity with all aspects of CEQA, as well as recent Senate and Assembly Bills that have modified, expedited or waived CEQA review. In addition, the work will require familiarity with relevant regulatory frameworks of responsible federal, state, and local agencies, and with the City of Burlingame's General Plan, Municipal Code and other relevant planning documents.

In addition to preparation of the CEQA documents, the consultant (or their subconsultants) may be asked to conduct supporting studies or technical analyses, or to peer review applicant-provided technical studies in a range of areas, including but not limited to aesthetics, noise, air quality, biological, historic and/or cultural resource evaluation, traffic/transportation, and geotechnical and hydrological analysis. Depending on the project, the City may, from time-to-time, also request the inclusion of a specific subconsultant(s) for inclusion on the project team.

Key tasks associated with environmental review may include, but are not necessarily limited to, the following:

- review of project application materials, relevant City policy documents and regulations, related environmental documents, and applicant-prepared technical studies;
- providing input and technical advice on the approach and scope of the CEQA document;
- providing input on processing of CEQA documents;
- preparing required legal notices at the necessary junctures in the CEQA process;
- coordinating with City staff on posting/distribution of required notices;
- coordination with City staff to develop project objectives, alternatives, and mitigation measure;
- filing CEQA documents with the OPR State Clearinghouse on behalf of the City;
- completion of supporting technical analyses and/or studies in a manner suitable for incorporation into the environmental document, and/or peer review of studies prepared by project applicant;
- maintaining project schedules and budgets;
- noticing and consultation required under SB 18 and AB 52;



- drafting materials associated with CEQA document certification or adoption, such as preparation of any required Mitigation Monitoring and Reporting Program, Findings of Fact, and Statements of Overriding Considerations;
- compiling, annotating, and preparing Responses to Comments;
- document printing and production, including preparation of electronic versions of public review documents for posting on the City's website;
- preparation of Notice of Determination (NOD); and
- attending in-person meetings, hearings and/or conference calls with City staff as needed to coordinate preparation and approval of the CEQA document,

As part of the CEQA review some projects may require historic analysis and/or peer review of a historic analysis. The City of Burlingame governs historic resources per Zoning Code Chapter 25.35 (Historic Resources). This chapter states that any properties that are presently included on the California Register of Historic Places and/or the National Register of Historic Places are automatically to be included on the City's Register as a locally designated resource. Currently, there is only one additional property on the City's local registry: 220 Park Road. However, as part of the Downtown Specific Plan, a historic inventory was completed in 2008 and identifies resources in the City which may be considered historical for purposes of this title. That inventory, which may be amended from time to time, is considered part of the Historical Architectural and Places Resources Register, as defined in Zoning Code Chapter 25.35.

Services may also be needed for preparation of historic resource studies for proposed development projects to evaluate the eligibility of a property for listing on the state and/or the national historic registers. This study would provide background information regarding the building's history and construction, as well as address its historic significance and integrity. Such studies should include completion of the State of California Department of Parks and Recreation (DPR) 523A (Primary Record) and 523B (Building, Structure, and Object Record) forms for the property. These forms would provide the required information to the City of Burlingame for California Environmental Quality Act (CEQA) review purposes. The City may also require a comprehensive report along with the required forms.

This consultant may also be called upon to complete peer review of historic resource studies that are prepared by a property owner, developer or applicant and submitted with development applications



## **EXHIBIT B**

### **Schedule of Charges/Payments**

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.



**David J. Powers & Associates, Inc.**

<b>Title</b>	<b>Hourly Rate</b>
Senior Principal	\$350
Principal Project Manager	\$322
Senior Environmental Specialist	\$274
Senior Project Manager	\$251
Environmental Specialist	\$235
Project Manager	\$224
Associate Project Manager	\$197
Assistant Project Manager	\$165
Researcher	\$142
Graphic Artist	\$132

Materials, outside services, and subconsultants include our standard 15 percent administration fee. Mileage will be charged per the current IRS standard mileage rate at the time costs occur. Subject to revision January 1, 2026. Charge rates subject to an annual 3% escalation and each year thereafter.

**Subconsultants**

<b>Archaeological/Historical Consultants LLC</b>	<b>Hourly Rate</b>
Principal (exempt)	\$175
Senior Professional	\$127
Professional 3 (exempt)	\$115
Professional 2	\$105
Professional 1	\$95
Field Technician	\$87
Osteologist (subconsultant)	\$125
Architectural Historian (subconsultant)	\$165

Charge rates subject to an annual 3% escalation and each year thereafter.

All direct costs are subject to a 10 percent administration fee. These direct costs include but are not limited to subconsultants, information center or archive fees, heavy equipment, traffic control services, materials, reproduction, postage, traffic control costs, and travel costs.

Mileage is billed at the current IRS standard mileage rate. Lodging, meals, and incidentals are billed at the GSA per diem rates for the applicable location and month, plus local taxes and fees.

If special accounting, bookkeeping, insurance, or invoicing procedures are requested, the required service will be billed on a time and materials basis.

Fieldwork is charged at four-hour increments for non-exempt staff. Overtime will be charged at 1.5x/2.0x for all nonexempt employees in accordance with California law. Archaeological/Historical Consultants has a minimum charge of 8 hours of labor per job. If work is halted after notice to proceed, the 8-hour minimum will be charged, or actual hours worked, whichever is greater.

Native American monitoring may be arranged through Archaeological/Historical Consultants by request. Native American monitoring labor and all associated direct costs are subject to a 20 percent administration fee.



Cornerstone Earth Group, Inc.	Hourly Rate
Professional Staff:	
Staff	\$198
Senior Staff	\$227
Project Manager	\$250
Senior Project Manager	\$273
Principal	\$315
Senior Principal	\$350
Construction and Support Staff:	
Administrative Assistant	\$125
Engineering Technician I	\$145
Construction Services Administrative	\$160
Engineering Technician II	\$170
Technical Illustrator	\$180
Supervisory Technician	\$195
Senior Supervisory Technician	\$210

Professional Technical Staff includes Engineers, Geologists, Hydrogeologists, Chemists, and Scientists. Charges for personnel will be made in accordance with the above rates. For field personnel, regular rates are normal workday construction hours (Monday through Friday). For time spent over 8 hours in a day, time spent after 5 p.m., time spent on swing shifts, and time spent on Saturdays by field personnel, overtime rates will be charged at 1.5 times the hourly rate. Work on Sundays and holidays and work in excess of 12 hours in one day will be charged at 2.0 times the hourly rate. Field rates are based on a 48-hour notice. For less than a 48-hour notice, a 10 percent surcharge will be added. All field personnel, vehicle and equipment charges are portal to portal. Reproduction of project documents will be charged as a project expense. The hourly rate for professional staff to attend legal proceedings will be 2.0 times the hourly rate specified above.

Reimbursement for the following direct expenses incurred in connection with the Work will be billed at cost plus 18 percent: Drillers, utility locators, laboratories, contractors, hygienists, and consultants; Rented vehicles, public transportation, tolls, and air flights; Permits and special fees, insurances and licenses required to perform Work; Computer programs and rented field equipment; Large volume copying of project documents; Maps, photographs, and environmental databases; Overnight or same day delivery charges; Copying or production of over-sized figures and plans. If personnel are assigned to a project 100 miles or more from an office, \$175 per diem per person allowance will be charged. Unless mutually agreed in writing, Cornerstone will hold samples collected during the performance of the Work no longer than thirty (30) calendar days after their date of collection; project samples requested to be held greater than thirty (30) calendar days will be billed at \$100 per every ninety (90) calendar days. If payment is not received within 30 days of invoice date, the samples will be discarded. Client must notify Cornerstone in writing if the Work is subject to “prevailing wage” under local, state

Equipment Charges		Geotechnical Laboratory Tests	
		Tests Run During Normal Workday Hours	Tests Run Outside Workday Hours
Vehicle	\$31 per hour		
Nuclear Density Gauge	\$13 per test		
GPS Unit	\$100 per day	Compaction Curve	\$370 each
Hand Auger Equipment	\$100 per day	Compaction Check Point	\$190 each
Dust Meter (3)	\$475 per day, \$1,475 per week, \$4,125 per month, cellular connectivity \$515 per month per meter	Plasticity Index	\$270 each
PID ppm <sub>v</sub> / 4 Gas Meter	\$140 per day, \$600 per week, \$2,000 per month	Sieve/Hydrometer	\$270 each
PID ppb <sub>v</sub>	\$180 per day, \$650 per week, \$2,200 per month	Moisture Content	\$10 each
Weather Station	\$100 per day, \$250 per week, \$740 per month	Moisture/Density	\$35 each
Benkelman Beam	\$175 per day, \$750 per week, \$2,800 per month	- #200 Wash	\$70 each
Double Ring Infiltrometer	\$100 per day	Sieve < ¼ inch Liner (small)	\$150 each
Dynamic Cone	\$100 per day	Sieve > ¾ inch Bucket (Large)	\$225 each
Pressure / Velocity Gauge	\$90 per day, \$300 per week, \$600 per month	Lime Stability	\$400 each
VIMS Blower Equipment	\$350 per day	Consolidation	\$450 each
Depth Sounder	\$50 per day	Soil Corrosion Testing	\$250 each
ADMP Monitoring Kit (1)	\$150 per day, \$360 per week, \$840 per month		
Liner and Two Caps	\$12 each		
Core N One Sampler	\$50 each triplicate sample		
Modeling Software	\$25 per hour		
Drone	\$250 per day		

or federal laws. If a “prevailing wage” obligation exists, Cornerstone’s hourly rates for technicians and staff engineers and geologists will be billed in accordance with our Prevailing Wage Hourly Rate Sheet. Charge rates subject to an annual 3% escalation and each year thereafter.



<b>Fehr &amp; Peers</b>	<b>Hourly Rate</b>
Principal	\$280-\$460
Senior Associate	\$240-\$335
Associate	\$215-\$290
Senior Engineer/Planner	\$165-\$240
Engineer/Planner	\$140-\$200
Senior Engineering Technician	\$160-\$255
Senior Project Accountant	\$125-\$190
Senior Project Coordinator	\$135-\$225
Project Coordinator	\$120-\$190
Technician	\$155-\$195
Intern	\$100-\$160

Other Direct Costs / Reimbursable Expenses are invoiced at cost plus 10% for handling.

Personal auto mileage is reimbursed at the current IRS approved rate (70 cents per mile as of Jan 2025).

Technology & Security Fee (software licensing, hardware upgrades, secure data storage, etc.) are invoiced and calculated as a percentage of monthly project labor.

Charge rates subject to an annual 3% escalation and each year thereafter.

<b>Hexagon Transportation Consultants, Inc.</b>	<b>Hourly Rate</b>
<b>President</b>	\$355
Principal	\$310
Senior Associate II	\$285
Senior Associate I	\$260
Associate II	\$235
Associate I	\$210
Planner/Engineer II	\$180
Planner/Engineer I	\$155
Admin/Graphics	\$130
Assistant Planner/Engineer	\$130
Technician	\$95

Direct expenses are billed at actual costs, with the exception of mileage, which is reimbursed at the current rate per mile set by the IRS.

Charge rates subject to an annual 3% escalation and each year thereafter.



<b>H. T. Harvey &amp; Associates, Inc.</b>	<b>Hourly Rate</b>
Principal	\$355-400
Senior Associates Ecologist	\$325
Associate Ecologist	\$296
Senior Ecologist 2	\$265
Senior Ecologist 1	\$233
Ecologist 2	\$204
Ecologist 1	\$178
Field Biologist 2	\$152
Field Biologist 1	\$127
Senior GIS Analyst	\$233
GIS Analyst	\$178
Technical Editor	\$155
Senior Technical Support	\$152
Technical Support	\$127
Clerical Support	\$127
Deposition and Testimony	Two times standard Rate
Subcontractual Consultants	Cost plus 10%
Direct Expenses	Cost plus 10%
Transportation	Current IRS Federal Standard Mileage Rate
Travel (Cost plus 10%)	~\$284 per day (based on federal per diem rate)
Field Equipment Operation	Variable
GIS Computer Graphics	\$10/hour surcharge

Charge rates subject to an annual 3% escalation and each year thereafter.

<b>Illingworth &amp; Rodkin, Inc.</b>	
Principal	\$250
Senior Consultant	\$225
Consultant	\$210
Staff Consultant	\$195
Technical/Admin Support	\$140

Charge rates subject to an annual 3% escalation and each year thereafter.

Document reproduction and shipping at cost. Mileage at IRS allowable rate; currently \$0.70. Special invoicing requirements may result in administrative costs, billed at a rate of \$125/hour, in addition to the proposed budget.



Page & Turnbull	Hourly Rate
Founding Principal	\$315
Principal	\$265-\$305
Director	\$170-\$245
Senior Architect / Senior Project Manager	\$225
Architect 2 / Project Manager	\$185
Architect 1	\$155
Senior Designer / Senior Project Manager	\$195
Designer 2 / Project Manager	\$160
Designer 1	\$135
Junior Designer	\$125
Senior Cultural Resources Planner	\$170
Cultural Resources Planner 2	\$150
Cultural Resources Planner 1	\$135
Junior Cultural Resources Planner	\$120
Senior Preservation Specialist	\$195
Senior Preservation Specialist 2	\$170
Senior Preservation Specialist 1	\$140
Junior Senior Preservation Specialist	\$125
Interns	\$115
Marketing Director	\$230
Marketing Manager	\$195
Marketing Coordinator 2	\$170
Marketing Coordinator 1	\$150
Controller	\$230
Senior Project Accountant	\$190
Project Accountant 2	\$170
Project Accountant 1	\$140
Office Administrator	\$125

Charge rates subject to an annual 3% escalation and each year thereafter. Reimbursable expenses shall include the following:

- Cost of printing or duplication of drawings, specifications, reports, and cost estimates;
- Tolls, parking fees, and local travel charged in accordance with IRS code;
- Long distance telephone service and facsimile charges;
- Cost of models, special renderings, photography, special printing of publications, maps, and other supplies required for the project;
- Postage and delivery charges;
- Fees for local licenses and permits required to perform professional services;
- Travel, lodging, subsistence, and out-of-pocket expenses for authorized travel in connection with contract services.

Fees for consultant services and subcontractors retained with approval of client shall be billed at cost plus 10%.



<b>Schaaf &amp; Wheeler</b>	<b>Hourly Rate</b>
Principal Project Manager	\$305
Senior Project Manager	\$280
Senior Engineer	\$255
Associate Engineer	\$225
Assistant Engineer	\$205
Junior Engineer	\$190
Designer	\$180
GIS Analyst	\$180
Technician	\$165
Engineering Trainee	\$140

Litigation Charges: Court or deposition time as an expert witness is charged at \$500 per hour. Materials and Services: Subcontractors, special equipment, outside reproduction, data processing, computer services, etc., will be charged at 1.10 times cost. Charge rates subject to an annual 3% escalation and each year thereafter.

<b>Treanor</b>	<b>Hourly Rate</b>
Senior Principal	\$370
Principal II	\$350
Principal I	\$290
Project Lead IV	\$260
Project Lead III	\$235
Project Lead II	\$215
Project Lead I	\$200
Designer IV	\$170
Designer III	\$155
Designer II	\$135
Designer I	\$125
Landscape Architect	\$205
Civil Engineer II	\$163
Civil Engineer I	\$125
Historian VI	\$280
Hisotrian V	\$235
Historian IV	\$190
Historian III	\$160
Hisotrian II	\$140
Historian I	\$125
Preservation Planner	\$195
Intern I	\$75
Admin III	\$195



Admin II	\$150
Admin I	\$115

Treanor's standard hourly rates quoted above are effective from February 1, 2025. Charge rates subject to an annual 4% escalation and each year thereafter. These rates apply only to projects and efforts billed on an hourly basis.

WRA	Hourly Rate
Director/Principal	\$313
Senior Associate	\$272
Associate	\$229
Senior Scientist	\$209
Scientist	\$192
Senior Technician	\$165
Technician	\$136
Senior Associate Landscape Architect	\$272
Associate Landscape Architect	\$229
Landscape Architect	\$209
Landscape Designer III	\$192
Landscape Designer II	\$165
Landscape Designer I	\$144
Environmental Planning Director	\$313
Senior Environmental Planner	\$289
Senior Associates Environmental Planner	\$272
Associate Environmental Planner	\$229
Environmental Planner II	\$209
Environmental Planner I	\$192
Assistant Environmental Planner II	\$165
Assistant Environmental Planner	\$144
Conservation Strategies Senior Project Manager	\$289
Conservation Strategies Senior Associate	\$272
Conservation Strategies Associate	\$246
Conservation Strategies Senior Scientist	\$197
Conservation Strategies Senior Technician	\$177
Conservation Strategies Technician	\$154
Senior Engineering	\$289
Senior Associate Engineer	\$281
Associate Engineer	\$246
Engineer II/Geomorphologist II	\$219
Engineer I/Geomorphologist I	\$197



Assistant Engineer II	\$177
Assistant Engineer	\$154
GIS Manager	\$272
GIS Professional III	\$219
GIS Professional II	\$209
GIS Professional	\$192
GIS Senior Technician	\$165
GIS Technician	\$144
Senior Field Technician	\$192
Field Technician	\$144
Senior Project Biologist	\$134
Project Biologist	\$122
Community Resilience Team	\$90-\$202
Clerical Support	\$100
Expert Witness	Rate x 1.5

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Charge rates subject to an annual 3% escalation and each year thereafter.

Necessary project expenses and subconsultants are billed at cost plus 10 percent. Compliance Monitoring:  
Overtime is rate x 1.5



**EXHIBIT C**

**Sample Task Order Form**

**TASK ORDER**

Task Order No. \_\_\_\_\_

Agreement: [INSERT TITLE OF AGREEMENT]

Consultant: DAVID J. POWERS & ASSOCIATES, INC.

**The Consultant is hereby authorized to perform the following services subject to the provisions of the Agreement identified above:**

**List any attachments:** (Please provide if any.)

**Dollar Amount of Task Order:** Not to exceed \$\_\_\_\_\_,\_\_\_\_\_.00

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

The undersigned Consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above.

**CITY OF BURLINGAME**

**DAVID J. POWERS & ASSOCIATES, INC.**

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

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

By: \_\_\_\_\_

By: \_\_\_\_\_



## RESOLUTION NO.

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLINGAME AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ENVIRONMENTAL SCIENCE ASSOCIATES (ESA) IN THE AMOUNT OF \$1,000,000, TO PROVIDE ON-CALL PLANNING SERVICES FOR A FIVE-YEAR TERM

**WHEREAS**, the City requires professional and technical services to assist with a variety of on-call planning services including environmental review, historical consultation, design review consultation, and planning staffing for private development projects, as well as for the City's capital improvement projects; and

**WHEREAS**, on May 12, 2025 the Planning Division issued a Request for Qualifications (RFQ) to establish a list of qualified consultants to provide various professional and technical services for a variety of on-call planning services including environmental review, historical consultation, design review consultation, and planning staffing; and

**WHEREAS**, City staff conducted panel interviews with each of the firms that submitted an RFQ on July 23 and July 24, 2025; and

**WHEREAS**, the City has selected Environmental Science Associates (ESA) ("Consultant") and three additional firms to perform the on-call planning services on an as-needed basis for a five-year term for a not-to-exceed amount of \$1,000,000; and

**WHEREAS**, on September 15, 2025, the City Council reviewed and considered the Agreement for Professional Services to authorize work over a five-year term, for an amount not to exceed \$1,000,000.

**NOW, THEREFORE**, the City Council of the City of Burlingame does hereby resolve, find, determine, and order as follows:

1. The City Manager is authorized and directed to enter into the Professional Services Agreement with ESA for on-call planning services for a term of five years, with a not-to-exceed amount of \$1,000,000 in the form attached hereto.
2. The City Clerk is directed to attest to the signature of the City Manager upon execution of the Professional Services Agreement.

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Mayor



I, Meaghan Hassel-Shearer, City Clerk of the City of Burlingame, certify that the foregoing resolution was introduced at a regular meeting of the City Council, held on the 15<sup>th</sup> day of September, 2025, and was adopted thereafter by the following vote:

AYES: Councilmembers:  
NOES: Councilmembers:  
ABSENT: Councilmembers:

---

City Clerk

Exhibit:

- Exhibit A – Professional Services Agreement with ESA



**CITY OF BURLINGAME  
ON-CALL PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of October 1, 2025 by and between the City of Burlingame, a public agency organized and operating under the laws of the State of California with its principal place of business at 501 Primrose Road, Burlingame, CA 94010 ("City"), and Environmental Science Associates with its principal place of business at 575 Market Street #3700, San Francisco, CA 94105 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**RECITALS**

A. City is a public agency of the State of California and is in need of professional services for the following project:

On-Call Planning Services – Environmental (CEQA) and Historic Review

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(hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services on the Project. Consultant desires to perform and assume responsibility for the provision of certain professional services required by City on the terms and conditions set forth in this Agreement and in the task order(s) to be issued pursuant to this Agreement ("Task Order").

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A." The services shall be more particularly described in the individual Task Order issued by the City or its designee. No services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "C".

2. Compensation.

a. Consultant shall receive compensation, including authorized reimbursements, for all services rendered under this Agreement at the rates set forth in the Schedule of Charges attached hereto as Exhibit "B" and incorporated herein by this reference. The maximum compensation for services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total aggregate compensation paid to Consultant under this Agreement shall not exceed the amount set forth in Section 2(b) below.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement and all Task Orders issued hereunder exceed the sum of \$1,000,000. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which



includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Time of Performance

The term of this Agreement shall be from October 1, 2025 to October 1, 2030, unless earlier terminated as provided herein. Consultant shall complete the services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the City. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.



c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability



- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of



California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.



g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions



(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

## 12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project, any Task Order or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.



13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.



15. Reserved.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Mateo, State of California.

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign Eryn Brennan as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:



CITY:  
City of Burlingame  
501 Primrose Road  
Burlingame, CA 94010  
Attn: Catherine Keylon

CONSULTANT:  
Environmental Science Associates.  
575 Market Street #3700  
San Francisco, CA 94105  
Attn: Eryn Brennan

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.



28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**[SIGNATURES ON FOLLOWING PAGE]**



**SIGNATURE PAGE FOR ON-CALL PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF BURLINGAME  
AND ENVIRONMENTAL SCIENCE ASSOCIATES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**CITY OF BURLINGAME**

*Approved By:*

\_\_\_\_\_  
Lisa Goldman  
City Manager

\_\_\_\_\_  
Date

*Attested By:*

\_\_\_\_\_  
City Clerk

*Approved As To Form:*

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

**ENVIRONMENTAL SCIENCE ASSOCIATES**

\_\_\_\_\_  
Eryn Brennan  
Vice President

\_\_\_\_\_  
Date



## EXHIBIT A

### Scope of Services

#### Environmental / California Environmental Quality Act (CEQA)

Environmental review services will be needed for California Environmental Quality Act (CEQA) review and evaluation for upcoming development projects in the City. The selected firms will have the technical expertise and experience to be able to provide the full array of services typically involved in preparation of CEQA documents, which may include Notice of Preparation (NOP), Environmental Impact Reports (EIR), Initial Studies/Negative or Mitigated Negative Declarations (MND), Addenda, Notices of Exemption (NOE), Class 32 In-Fill Exemptions, General Plan Consistency under 15183, and other CEQA documents as needed. The work will require familiarity with all aspects of CEQA, as well as recent Senate and Assembly Bills that have modified, expedited or waived CEQA review. In addition, the work will require familiarity with relevant regulatory frameworks of responsible federal, state, and local agencies, and with the City of Burlingame's General Plan, Municipal Code and other relevant planning documents.

In addition to preparation of the CEQA documents, the consultant (or their subconsultants) may be asked to conduct supporting studies or technical analyses, or to peer review applicant-provided technical studies in a range of areas, including but not limited to aesthetics, noise, air quality, biological, historic and/or cultural resource evaluation, traffic/transportation, and geotechnical and hydrological analysis. Depending on the project, the City may, from time-to-time, also request the inclusion of a specific subconsultant(s) for inclusion on the project team.

Key tasks associated with environmental review may include, but are not necessarily limited to, the following:

- review of project application materials, relevant City policy documents and regulations, related environmental documents, and applicant-prepared technical studies;
- providing input and technical advice on the approach and scope of the CEQA document;
- providing input on processing of CEQA documents;
- preparing required legal notices at the necessary junctures in the CEQA process;
- coordinating with City staff on posting/distribution of required notices;
- coordination with City staff to develop project objectives, alternatives, and mitigation measure;
- filing CEQA documents with the OPR State Clearinghouse on behalf of the City;
- completion of supporting technical analyses and/or studies in a manner suitable for incorporation into the environmental document, and/or peer review of studies prepared by project applicant;
- maintaining project schedules and budgets;
- noticing and consultation required under SB 18 and AB 52;



- drafting materials associated with CEQA document certification or adoption, such as preparation of any required Mitigation Monitoring and Reporting Program, Findings of Fact, and Statements of Overriding Considerations;
- compiling, annotating, and preparing Responses to Comments;
- document printing and production, including preparation of electronic versions of public review documents for posting on the City's website;
- preparation of Notice of Determination (NOD); and
- attending in-person meetings, hearings and/or conference calls with City staff as needed to coordinate preparation and approval of the CEQA document,

As part of the CEQA review some projects may require historic analysis and/or peer review of a historic analysis. The City of Burlingame governs historic resources per Zoning Code Chapter 25.35 (Historic Resources). This chapter states that any properties that are presently included on the California Register of Historic Places and/or the National Register of Historic Places are automatically to be included on the City's Register as a locally designated resource. Currently, there is only one additional property on the City's local registry: 220 Park Road. However, as part of the Downtown Specific Plan, a historic inventory was completed in 2008 and identifies resources in the City which may be considered historical for purposes of this title. That inventory, which may be amended from time to time, is considered part of the Historical Architectural and Places Resources Register, as defined in Zoning Code Chapter 25.35.

Services may also be needed for preparation of historic resource studies for proposed development projects to evaluate the eligibility of a property for listing on the state and/or the national historic registers. This study would provide background information regarding the building's history and construction, as well as address its historic significance and integrity. Such studies should include completion of the State of California Department of Parks and Recreation (DPR) 523A (Primary Record) and 523B (Building, Structure, and Object Record) forms for the property. These forms would provide the required information to the City of Burlingame for California Environmental Quality Act (CEQA) review purposes. The City may also require a comprehensive report along with the required forms.

This consultant may also be called upon to complete peer review of historic resource studies that are prepared by a property owner, developer or applicant and submitted with development applications.



## **EXHIBIT B**

### **Schedule of Charges/Payments**

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.



## SECTION 6

# Consultant Rates

## Environmental Science Associates & Subsidiaries:

# 2025 Schedule of Fees

### I. Personnel Category Rates

Charges will be made at the Category hourly rates set forth below for time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time, etc. Time spent on projects in litigation, in depositions and providing expert testimony will be charged at the Category rate times 1.5..

LABOR CATEGORY	BILLING STEP I	BILLING STEP II	BILLING STEP III	BILLING STEP IV	BILLING STEP V	BILLING STEP VI
Senior Principal Consultant	\$258	\$285	\$314	\$344	\$375	\$405
Principal Consultant	\$218	\$248	\$276	\$305	\$334	\$363
Managing Consultant	\$197	\$219	\$243	\$266	\$289	\$312
Senior Consultant	\$163	\$180	\$202	\$223	\$245	\$266
Associate Consultant	\$147	\$162	\$175	\$189	\$203	\$217
Consultant	\$110	\$124	\$137	\$152	\$165	\$179
Project Technician	\$80	\$103	\$125	\$146	\$167	\$190

(a) The range of rates shown for each staff category reflects ESA staff qualifications, expertise and experience levels. These rate ranges allow our project managers to assemble the best project teams to meet the unique project requirements and client expectations for each opportunity.

(b) From time to time, ESA retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor may be charged at regular Employee Category rates.

(c) ESA reserves the right to revise the Personnel Category Rates periodically to reflect changes in its operating costs.

### II. ESA Expenses

#### A. TRAVEL EXPENSES

##### 1. Transportation

- Company vehicle – fixed rate + fee for mileage in excess of 100 miles.
- Common carrier or car rental – actual expense multiplied by 1.15.
- If company vehicle is to be used in off-road conditions, a daily \$15 use fee will be added to the standard daily vehicle rate..

2. Lodging, meals and related travel expenses – direct expenses multiplied by 1.15.

#### B. TECHNOLOGY AND DATA MANAGEMENT FEE

Non-travel expenses incurred for the duration of the agreement for project support but not itemized below. Project labor charges multiplied by 3%. Fee encompasses the following:



Starting January 2023, ESA implemented a 3% Technology and Data Management fee on all applicable contracts, excluding charges related to equipment rentals, reimbursable expenses, and subcontractor fees. This fee plays a pivotal role in mitigating an array of technology and data management expenditures incurred by ESA to ensure the delivery of the comprehensive and high-quality services our clients expect. These expenses include, but are not limited to:

- **Long-Term Data Retention and Security Administration:** Covering the expenses associated with administering the protection of client data and assets throughout and beyond the contractual period.
- **Development and Maintenance of Internal ESA Software Tools:** Accounting for the ongoing investments required to create and maintain tools integral to our client engagements.
- **Data Privacy and Security Maintenance:** Encompassing the costs involved in maintaining data privacy and security, including regular security audits to uphold the highest standards.
- **Advanced Technology-Related Costs:** Addressing the escalating expenses associated with subscriptions for cutting-edge technical software, licenses, and cloud data services.

This fee structure enables ESA to uphold its commitment to providing clients with top-tier services while managing the ever-evolving demands of technology and data management in the work that we do.

### C. CLOUD-BASED SERVICES

ITEM	RATE/ HOUR	RATE/DAY	RATE/ WEEK	RATE/ MONTH
Cloud-based Services				
Nearmap High Resolution Image		\$55/image		
ArcGIS Online Hosting (Web Maps/Apps)				\$225
Website Hosting				\$200
Custom Application & Services Hosting*				\$300*
Modeling (GeoHECRAS, TUFLOW, Delft3D) + Drone) Processing	\$7	\$160	\$950	\$3,900
Aviation Environmental Design Tool (AEDIT) Processing	\$13	\$190	\$1,120	\$4,600

\*includes support for database, SSL, IT support – costs vary by project. Contact software development services for firm pricing.

### D. PRINTING/REPRODUCTION RATES

If a weekly or monthly rate is not provided, equipment usage is billed at a daily rate.

ITEM	RATE/PAGE	SAMPLE PRICING
Black & White – 8.5X11	\$0.15	
Black & White – 11X17	\$0.30	
Color – 8.5X11	\$0.50	
Color – 11X17	\$0.80	
BW – Plotter (Toner – ECO Quality)	\$0.50/sf	24x36 B/W CAD drawing would cost \$3 per sheet
BW – Plotter (Toner – Presentation Quality)	\$1.25/sf	24x36 B/W CAD drawing would cost \$7.50 per sheet
Color – Plotter (Inkjet – ECO Quality)	\$2.50/sf	24x36 Color Drawing would cost \$15 per sheet
Color – Plotter (Inkjet – Presentation Quality)	\$5.00/sf	24x36 Color Drawing would cost \$30 per sheet
CD	\$10.00	
Digital Photography	\$20.00 (up to 50 images)	
All Other Items (including bindings and covers)	At cost plus 10%	



## E. EQUIPMENT RATES

ITEM	RATE/DAY	RATE/WEEK	RATE/MONTH
<b>Project Specific Equipment:</b>			
Vehicles – Standard size (no off-road usage)	\$ 100 <sup>a</sup>	\$ 500 <sup>a</sup>	
Vehicles – 4x4 /Truck (light duty)	150 <sup>a</sup>		
Vehicles – 4x4 /Truck (heavy duty)	175 <sup>a</sup>		
Vehicles – ATV	150		
Noise Meter	115		
Hydroacoustic Noise Monitoring Equipment	175		
Satellite Phone	15	70	250
Electrofisher	350	1,750	
Field Traps	50		
Digital Hypsometer (Nikon)	25		
Backpack Sprayer	30		
360-Degree 4k Camera	35	175	
High Resolution Time-Lapse Camera	20	100	350
Beach Seine	60		
Block Net	30		
PIT Tagging Kit	25		
Underwater Light Meter		500	
Otter Trawl	115		
Wildlife Acoustics Bat Detector	125	400	
Wildlife Trail Camera	30	100	
Fiber Optic Endoscope	150	750	
Spotting Scope	50	200	
Personal Protective Equipment (PPE)	25		
<b>Photo and Video Production Equipment:</b>			
Mirrorless Camera + Lens + SD Card	220	550	2000
Tripod + Camera Case	50	175	500
Lighting Equipment	20	75	250
Shotgun Microphone Kit	15	50	180
2 Person Microphone Kit	10	25	85
<b>Topographic/Bathymetric Survey Equipment:</b>			
Total Station	\$ 300	\$	\$
UAV/Drone	300	1,500	
RTK-GPS	300		
RTK-GPS Smartnet Subscription	75		



ITEM	RATE/DAY	RATE/WEEK	RATE/MONTH
Hypack Survey Software	150		
Laser/Auto Level	50		
Single-Beam Echoshounder	150	600	
Sidescan Sonar	200		
1m GNSS Data Collection System	85	425	1,700
Sub-meter GNSS Data Collection System	115		
Sub-foot Data Collection System	230		
Garmin GPS or equivalent	30		
<b>Hydrologic Data Collection, Water Current, Level and Wave Measurement Equipment:</b>			
ISCO 2150 Area Velocity Flow Logger	\$ 50	\$ 300	\$ 800
SonTek IQ-Plus Area Velocity Flow Logger	100	500	1,500
Logging Rain Gage	10	50	200
Hand-Held Current Meter	50		
Surface Velocity Radar	50		
Wave Pressure Sensor		115	460
Wave Buoy		175	700
Sonic Wave Sensor	35	175	500
Logging Water Level - Pressure Transducer			125
Logging Barometric Pressure Logger			60
Well Probe / Water Level Meter	25		
Bottom-Mounted Tripod / Mooring	30	150	400
Stormwater Crest Sampler			20
Radar Wave Sensor with Logger Box	150	300	1000
<b>Water Quality Equipment:</b>			
Logging Turbidimeter/Water Level Recorder	\$	\$	\$ 400
Logging Conductivity/Water Level Recorder			250
Recording Conductivity Meter w/Datalogger	20	60	200
Hand-Held Turbidimeter	50	200	
Hand-Held Salinity Meter or pH meter	35		
Logging Salinity Gauge			150
Logging DO/Temp Probe			150
Logging Water Quality Sonde 1 Sensor	50	200	700
Logging Water Quality Sonde 2 Sensor	65	250	800
Logging Water Quality Sonde 3 Sensor	75	300	900
Logging Water Quality Sonde 4 Sensor	90	350	1,000
Telemetry System Hardware			125



ITEM	RATE/DAY	RATE/WEEK	RATE/MONTH
Water Quality Multi-Probe Depth Profiler	200		
Niskin Water Sampler	50		
ISCO 6712 Portable Sampler w/ISCO 2105 Module	60	350	900
<b>Sedimentation/Geotechnical Equipment:</b>			
Peat Corer	\$ 85		
60lb Helly-Smith Bedload Sampler	200		
Mini-Ponar Grab Sampler	50		
DH-76 Suspended Sediment Sampler	100		
D-96 Suspended Sediment Sampler	200		
Bridge Crane	150		
RSET	50		
AMS Soil Sampling Kit	50		
Hand-Held Helley-Smith Bedload Sampler	30		
Guelph Permeameter	60		
Sludge Sampler	60		
Shear Strength Vane	60		
Handheld DH-48 Suspended Sediment Sampler	30		
<b>Boats:</b>			
Small Watercraft	\$ 75	\$ 300	
15'-17' Boat	350	1,200	
20'-21' Boat	400	1,800	
22'-25' Boat	500	2,000	
Houseboat Floating Laboratory		4,500	

a Actual project charges will include the daily rate plus \$0.75 per beyond 100 miles.

### III. Subcontracts

Subcontract services will be invoiced at cost multiplied by 1.15.

### IV. Other

The fees above do not include sales tax. Any applicable or potential sales tax will be charged when appropriate.

### V. Payment Terms

Unless otherwise agreed in writing, ESA will submit invoices on a monthly basis. Any unpaid balances shall draw interest at one and one half percent (1.5%) per month or the highest rate allowed by law, whichever is lower, commencing thirty (30) days after date of invoice. All invoices not contested in writing within fifteen (15) business days of receipt are deemed accepted by Client as true and accurate and Client thereafter waives any objection to Clients invoices, which are payable in full.



2024-2025

# Hourly Billing Rates



## DATES EFFECTIVE

July 2024 through June 2025

## NOTES

Other Direct Costs/Reimbursable expenses are invoiced at cost plus 10% for handling.

Personal auto mileage is reimbursed at the then current IRS approved rate (70 cents per mile as of Jan 2025).

Technology & Security Fee (software licensing, hardware upgrades, secure data storage, etc.) are invoiced and calculated as a percentage of project labor.

Classification	Hourly Rate
Principal	\$280 - \$400
Senior Associate	\$210 - \$325
Associate	\$185 - \$285
Senior Engineer/Planner	\$160 - \$235
Engineer/Planner	\$130 - \$190
Senior Engineering Technician	\$150 - \$240
Senior Project Accountant	\$125- \$190
Senior Project Coordinator	\$125 - \$185
Project Coordinator	\$125 - \$175
Technician	\$145 - \$190
Intern	\$100 - \$130

Fehr & Peers reserves the right to change these rates at any time with or without advance notice.



# Prevision Billing Rates & Payment Policies



Effective January 1st, 2025

## Hourly Billing Rates

Adam Phillips, Principal	\$300 / hr
Admin Staff	\$130 / hr

## Reimbursable Charges

The following charges are in addition to personnel fees:

Auto Mileage	IRS Standard Mileage Rates
Printing and reproduction (per sheet)	
Black & White Prints/Copies (Letter)	\$0.25
Black & White Prints/Copies (Ledger/Super B)	\$1.00
Presentation Color (letter size)	\$4.00
Large Format prints/plots (outsourced)	Cost + 10%

Unless otherwise specified by contract, charges for all outside consultant and other reimbursable expenses are computed on the basis of cost plus 10%.

## Payment Method

Invoices shall be prepared and sent via email (unless hard copy is requested) on a monthly basis. Billing shall reflect hours spent and/or project progress, shall be due upon receipt. Failure of the client to make payments within 90 days may be taken as a directive to cease work until payment is received. Past due payments shall additionally be subject to interest at the prevailing rate.

## Changes In Billing Rates And Policies

The hourly rates shown on the schedule of charges are reviewed yearly and reissued if modified. Unless specified by contract, hourly charges to all projects (including those continuing from the previous year's fee schedule) will be based on the latest schedule of charges.



## EXHIBIT C

### Sample Task Order Form

## TASK ORDER

Task Order No. \_\_\_\_\_

Agreement: [INSERT TITLE OF AGREEMENT]

Consultant: ENVIRONMENTAL SCIENCE ASSOCIATES

**The Consultant is hereby authorized to perform the following services subject to the provisions of the Agreement identified above:**

**List any attachments:** (Please provide if any.)

**Dollar Amount of Task Order:** Not to exceed \$\_\_\_\_\_,\_\_\_\_\_.00

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

The undersigned Consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above.

**CITY OF BURLINGAME**

**ENVIRONMENTAL SCIENCE ASSOCIATES**

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

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

By: \_\_\_\_\_

By: \_\_\_\_\_



## **RESOLUTION NO.**

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLINGAME AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ICF JONES & STOKES, INC. IN THE AMOUNT OF \$1,000,000, TO PROVIDE ON-CALL PLANNING SERVICES FOR A FIVE-YEAR TERM**

**WHEREAS**, the City requires professional and technical services to assist with a variety of on-call planning services including environmental review, historical consultation, design review consultation, and planning staffing for private development projects, as well as for the City's capital improvement projects; and

**WHEREAS**, on May 12, 2025, the Planning Division issued a Request for Qualifications (RFQ) to establish a list of qualified consultants to provide various professional and technical services for a variety of on-call planning services including environmental review, historical consultation, design review consultation, and planning staffing; and

**WHEREAS**, City staff conducted panel interviews with each of the firms that submitted an RFQ on July 23 and July 24, 2025; and

**WHEREAS**, the City has selected ICF Jones & Stokes, Inc. ("Consultant") and three additional firms to perform the on-call planning services on an as-needed basis for a five-year term for a not-to-exceed amount of \$1,000,000; and

**WHEREAS**, on September 15, 2025, the City Council reviewed and considered the Agreement for Professional Services to authorize work over a five-year term, for an amount not to exceed \$1,000,000.

**NOW, THEREFORE**, the City Council of the City of Burlingame does hereby resolve, find, determine, and order as follows:

1. The City Manager is authorized and directed to enter into the Professional Services Agreement with ICF Jones & Stokes, Inc. for on-call planning services for a term of five years, with a not-to-exceed amount of \$1,000,000 in the form attached hereto.
2. The City Clerk is directed to attest to the signature of the City Manager upon execution of the Professional Services Agreement.

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Mayor



I, Meaghan Hassel-Shearer, City Clerk of the City of Burlingame, certify that the foregoing resolution was introduced at a regular meeting of the City Council, held on the 15<sup>th</sup> day of September, 2025, and was adopted thereafter by the following vote:

AYES: Councilmembers:  
NOES: Councilmembers:  
ABSENT: Councilmembers:

---

City Clerk

Exhibit:

- Exhibit A – Professional Services Agreement with ICF Jones & Stokes, Inc.



**CITY OF BURLINGAME  
ON-CALL PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of October 1, 2025 by and between the City of Burlingame, a public agency organized and operating under the laws of the State of California with its principal place of business at 501 Primrose Road, Burlingame, CA 94010 ("City"), and ICF Jones & Stokes, Inc., a Corporation with its principal place of business at 595 Market Street, Suite 950, San Francisco, CA 94105 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**RECITALS**

A. City is a public agency of the State of California and is in need of professional services for the following project:

On-Call Planning Services – Environmental (CEQA) and Historic Review

---

(hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services on the Project. Consultant desires to perform and assume responsibility for the provision of certain professional services required by City on the terms and conditions set forth in this Agreement and in the task order(s) to be issued pursuant to this Agreement ("Task Order").

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A." The services shall be more particularly described in the individual Task Order issued by the City or its designee. No services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "C".

2. Compensation.

a. Consultant shall receive compensation, including authorized reimbursements, for all services rendered under this Agreement at the rates set forth in the Schedule of Charges attached hereto as Exhibit "B" and incorporated herein by this reference. The maximum compensation for services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total aggregate compensation paid to Consultant under this Agreement shall not exceed the amount set forth in Section 2(b) below.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement and all Task Orders issued hereunder exceed the sum of \$1,000,000. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which



includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Time of Performance

The term of this Agreement shall be from October 1, 2025 to October 1, 2030, unless earlier terminated as provided herein. Consultant shall complete the services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the City. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.



c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability



- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of



California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.



g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions



(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

## 12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project, any Task Order or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.



13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.



15. Reserved.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Mateo, State of California.

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign Patricia Toben-Cropper as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:



CITY:

City of Burlingame  
501 Primrose Road  
Burlingame, CA 94010  
Attn: Catherine Keylon

CONSULTANT:

ICF Jones & Stokes, Inc.  
595 Market Street, Suite 950  
San Francisco, CA 94105  
Attn: Patricia Toben-Cropper

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.



28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**[SIGNATURES ON FOLLOWING PAGE]**



**SIGNATURE PAGE FOR ON-CALL PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF BURLINGAME  
AND ICF JONES & STOKES, INC.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**CITY OF BURLINGAME**

*Approved By:*

\_\_\_\_\_  
Lisa Goldman  
City Manager

\_\_\_\_\_  
Date

**ICF JONES & STOKES, INC.**

\_\_\_\_\_  
Patricia Toben-Cropper  
Senior Manager, Contracts

\_\_\_\_\_  
Date

*Attested By:*

\_\_\_\_\_  
City Clerk

*Approved As To Form:*

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



## EXHIBIT A

### Scope of Services

#### Environmental / California Environmental Quality Act (CEQA)

Environmental review services will be needed for California Environmental Quality Act (CEQA) review and evaluation for upcoming development projects in the City. The selected firms will have the technical expertise and experience to be able to provide the full array of services typically involved in preparation of CEQA documents, which may include Notice of Preparation (NOP), Environmental Impact Reports (EIR), Initial Studies/Negative or Mitigated Negative Declarations (MND), Addenda, Notices of Exemption (NOE), Class 32 In-Fill Exemptions, General Plan Consistency under 15183, and other CEQA documents as needed. The work will require familiarity with all aspects of CEQA, as well as recent Senate and Assembly Bills that have modified, expedited or waived CEQA review. In addition, the work will require familiarity with relevant regulatory frameworks of responsible federal, state, and local agencies, and with the City of Burlingame's General Plan, Municipal Code and other relevant planning documents.

In addition to preparation of the CEQA documents, the consultant (or their subconsultants) may be asked to conduct supporting studies or technical analyses, or to peer review applicant-provided technical studies in a range of areas, including but not limited to aesthetics, noise, air quality, biological, historic and/or cultural resource evaluation, traffic/transportation, and geotechnical and hydrological analysis. Depending on the project, the City may, from time-to-time, also request the inclusion of a specific subconsultant(s) for inclusion on the project team.

Key tasks associated with environmental review may include, but are not necessarily limited to, the following:

- review of project application materials, relevant City policy documents and regulations, related environmental documents, and applicant-prepared technical studies;
- providing input and technical advice on the approach and scope of the CEQA document;
- providing input on processing of CEQA documents;
- preparing required legal notices at the necessary junctures in the CEQA process;
- coordinating with City staff on posting/distribution of required notices;
- coordination with City staff to develop project objectives, alternatives, and mitigation measure;
- filing CEQA documents with the OPR State Clearinghouse on behalf of the City;
- completion of supporting technical analyses and/or studies in a manner suitable for incorporation into the environmental document, and/or peer review of studies prepared by project applicant;
- maintaining project schedules and budgets;
- noticing and consultation required under SB 18 and AB 52;



- drafting materials associated with CEQA document certification or adoption, such as preparation of any required Mitigation Monitoring and Reporting Program, Findings of Fact, and Statements of Overriding Considerations;
- compiling, annotating, and preparing Responses to Comments;
- document printing and production, including preparation of electronic versions of public review documents for posting on the City's website;
- preparation of Notice of Determination (NOD); and
- attending in-person meetings, hearings and/or conference calls with City staff as needed to coordinate preparation and approval of the CEQA document,

As part of the CEQA review some projects may require historic analysis and/or peer review of a historic analysis. The City of Burlingame governs historic resources per Zoning Code Chapter 25.35 (Historic Resources). This chapter states that any properties that are presently included on the California Register of Historic Places and/or the National Register of Historic Places are automatically to be included on the City's Register as a locally designated resource. Currently, there is only one additional property on the City's local registry: 220 Park Road. However, as part of the Downtown Specific Plan, a historic inventory was completed in 2008 and identifies resources in the City which may be considered historical for purposes of this title. That inventory, which may be amended from time to time, is considered part of the Historical Architectural and Places Resources Register, as defined in Zoning Code Chapter 25.35.

Services may also be needed for preparation of historic resource studies for proposed development projects to evaluate the eligibility of a property for listing on the state and/or the national historic registers. This study would provide background information regarding the building's history and construction, as well as address its historic significance and integrity. Such studies should include completion of the State of California Department of Parks and Recreation (DPR) 523A (Primary Record) and 523B (Building, Structure, and Object Record) forms for the property. These forms would provide the required information to the City of Burlingame for California Environmental Quality Act (CEQA) review purposes. The City may also require a comprehensive report along with the required forms.

This consultant may also be called upon to complete peer review of historic resource studies that are prepared by a property owner, developer or applicant and submitted with development applications



## **EXHIBIT B**

### **Schedule of Charges/Payments**

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.





## ICF FEE SCHEDULE\*

Effective January 1, 2025

Labor Classification	Per Hour
Senior Project Director	\$350
Project Director	\$295
Technical Director	\$265
Senior Technical Analyst	\$255
Managing Consultant	\$240
Senior Consultant III	\$220
Senior Consultant II	\$195
Senior Consultant I	\$180
Consultant II	\$170
Consultant I	\$160
Associate Consultant II	\$150
Associate Consultant I	\$135
Assistant Consultant	\$125
Environmental Technician II	\$130
Environmental Technician I	\$110
Administrative Technician	\$85
Technician	\$85
Intern	\$75
<b>Other Direct Expenses</b>	
Copy Center Services:	
- Color printing (8.5" x 11"—11" x 17")	\$0.16 to \$0.32/page
- Black & White printing (8.5" x 11"—11" x 17")	\$0.08 to \$0.16/page
Automobile mileage at current IRS rate	\$0.70/mile
Electronic Field Equipment	\$10.00/day
A general and administrative charge of 10% will be applied to all other direct costs, inclusive of subcontractor charges.	
Per diem is charged at \$175.00/day. A lodging surcharge will apply in <u>high-rate</u> areas.	
<b>Billing rates are subject to revision effective January 1 of each year.</b>	

\*ICF Jones & Stokes, Inc.





**H. T. HARVEY & ASSOCIATES**

Ecological Consultants

50 years of field notes, exploration, and excellence

## Professional Fees

*Fees Effective October 1, 2024*

Personnel Classification	Hourly Billing Rate
Principal	\$ 355–400
Senior Associate Ecologist	\$ 325
Associate Ecologist	\$ 296
Senior Ecologist 2	\$ 265
Senior Ecologist 1	\$ 233
Ecologist 2	\$ 204
Ecologist 1	\$ 178
Field Biologist 2	\$ 152
Field Biologist 1	\$ 127
Senior GIS Analyst	\$ 233
GIS Analyst	\$ 178
Technical Editor	\$ 155
Senior Technical Support	\$ 152
Technical Support	\$ 127
Clerical Support	\$ 100
Deposition and Testimony	Two times standard rate
Subcontractual Consultants	Cost plus 10%
Direct Expenses	Cost plus 10%
Transportation	Current IRS Federal Standard Mileage Rate (67¢ / mile as of January 2024)
Travel (Cost plus 10%)	~ \$284/day (based on federal per diem rate)
Field Equipment Operation	Variable
GIS Computer Graphics	\$10/hr surcharge

Billing rates are subject to annual increases and will be adjusted at the beginning of each calendar year.





## Hexagon 2025 Billing Rates

Professional Classification	Rate per Hour
President	\$355
Principal	\$310
Senior Associate II	\$285
Senior Associate I	\$260
Associate II	\$235
Associate I	\$210
Planner/Engineer II	\$180
Planner/Engineer I	\$155
Admin/Graphics	\$130
Assistant Planner/Engineer	\$130
Technician	\$95

Direct expenses are billed at actual costs, with the exception of mileage, which is reimbursed at the current rate per mile set by the IRS.

Billing rates shown are effective January 1, 2025 and subject to change January 1, 2026.



**EXHIBIT C**

**Sample Task Order Form**

**TASK ORDER**

Task Order No. \_\_\_\_\_

Agreement: [INSERT TITLE OF AGREEMENT]

Consultant: ICF JONES & STOKES, INC.

**The Consultant is hereby authorized to perform the following services subject to the provisions of the Agreement identified above:**

**List any attachments:** (Please provide if any.)

**Dollar Amount of Task Order:** Not to exceed \$\_\_\_\_\_,\_\_\_\_\_.00

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

The undersigned Consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above.

**CITY OF BURLINGAME**

**ICF JONES & STOKES, INC.**

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

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

By: \_\_\_\_\_

By: \_\_\_\_\_



## RESOLUTION NO.

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLINGAME AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH M-GROUP IN THE AMOUNT OF \$1,000,000, TO PROVIDE ON-CALL PLANNING SERVICES FOR A FIVE YEAR TERM

**WHEREAS**, the City requires professional and technical services to assist with a variety of on-call planning services including environmental review, historical consultation, design review consultation, and planning staffing for private development projects, as well as for the City's capital improvement projects; and

**WHEREAS**, on May 12, 2025 the Planning Division issued a Request for Qualifications (RFQ) to establish a list of qualified consultants to provide various professional and technical services for a variety of on-call planning services including environmental review, historical consultation, design review consultation, and planning staffing; and

**WHEREAS**, City staff conducted panel interviews with each of the firms that submitted an RFQ on July 23 and July 24, 2025; and

**WHEREAS**, the City has selected M-Group ("Consultant") and three additional firms to perform the on-call planning services on an as-needed basis for a five-year term for a not-to-exceed amount of \$1,000,000; and

**WHEREAS**, on September 15, 2025, the City Council reviewed and considered the Agreement for Professional Services to authorize work over a five-year term, for an amount not to exceed \$1,000,000.

**NOW, THEREFORE**, the City Council of the City of Burlingame does hereby resolve, find, determine, and order as follows:

1. The City Manager is authorized and directed to enter into the Professional Services Agreement with M-Group for on-call planning services for a term of five years, with a not-to-exceed amount of \$1,000,000 in the form attached hereto.
2. The City Clerk is directed to attest to the signature of the City Manager upon execution of the Professional Services Agreement.

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Mayor



I, Meaghan Hassel-Shearer, City Clerk of the City of Burlingame, certify that the foregoing resolution was introduced at a regular meeting of the City Council, held on the 15<sup>th</sup> day of September, 2025, and was adopted thereafter by the following vote:

AYES: Councilmembers:  
NOES: Councilmembers:  
ABSENT: Councilmembers:

---

City Clerk

Exhibit:

- Exhibit A – Professional Services Agreement with M-Group



**CITY OF BURLINGAME  
ON-CALL PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of October 1, 2025 by and between the City of Burlingame, a public agency organized and operating under the laws of the State of California with its principal place of business at 501 Primrose Road, Burlingame, CA 94010 ("City"), and M-Group with its principal place of business at 51 E. Campbell Avenue #1247, Campbell, CA 95009 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**RECITALS**

A. City is a public agency of the State of California and is in need of professional services for the following project:

On-Call Planning Services – Environmental (CEQA), Historic Review, and Planning Staffing

---

(hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services on the Project. Consultant desires to perform and assume responsibility for the provision of certain professional services required by City on the terms and conditions set forth in this Agreement and in the task order(s) to be issued pursuant to this Agreement ("Task Order").

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A." The services shall be more particularly described in the individual Task Order issued by the City or its designee. No services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "C".

2. Compensation.

a. Consultant shall receive compensation, including authorized reimbursements, for all services rendered under this Agreement at the rates set forth in the Schedule of Charges attached hereto as Exhibit "B" and incorporated herein by this reference. The maximum compensation for services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total aggregate compensation paid to Consultant under this Agreement shall not exceed the amount set forth in Section 2(b) below.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement and all Task Orders issued hereunder exceed the sum of \$1,000,000. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which



includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Time of Performance

The term of this Agreement shall be from October 1, 2025 to October 1, 2030, unless earlier terminated as provided herein. Consultant shall complete the services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the City. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.



c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project



- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period



required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required



(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise



assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

## 12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project, any Task Order or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

## 13. California Labor Code Requirements.



a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Reserved.

16. Laws and Venue.



This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Mateo, State of California.

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign Geoff Bradley as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:  
City of Burlingame  
501 Primrose Road  
Burlingame, CA 94010

CONSULTANT:  
M-Group  
51 E. Campbell Avenue #1247  
Campbell, CA 95009



Attn: Catherine Keylon

Attn: Geoff Bradley, AICP

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants



City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**[SIGNATURES ON FOLLOWING PAGE]**



**SIGNATURE PAGE FOR ON-CALL PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF BURLINGAME  
AND M-GROUP.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**CITY OF BURLINGAME**  
*Approved By:*

**M-GROUP**

\_\_\_\_\_  
Lisa Goldman  
City Manager

\_\_\_\_\_  
Geoff Bradley, AICP  
Principal + President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*Attested By:*

\_\_\_\_\_  
City Clerk

*Approved As To Form:*

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



## EXHIBIT A

### Scope of Services

#### Environmental / California Environmental Quality Act (CEQA)

Environmental review services will be needed for California Environmental Quality Act (CEQA) review and evaluation for upcoming development projects in the City. The selected firms will have the technical expertise and experience to be able to provide the full array of services typically involved in preparation of CEQA documents, which may include Notice of Preparation (NOP), Environmental Impact Reports (EIR), Initial Studies/Negative or Mitigated Negative Declarations (MND), Addenda, Notices of Exemption (NOE), Class 32 In-Fill Exemptions, General Plan Consistency under 15183, and other CEQA documents as needed. The work will require familiarity with all aspects of CEQA, as well as recent Senate and Assembly Bills that have modified, expedited or waived CEQA review. In addition, the work will require familiarity with relevant regulatory frameworks of responsible federal, state, and local agencies, and with the City of Burlingame's General Plan, Municipal Code and other relevant planning documents.

In addition to preparation of the CEQA documents, the consultant (or their subconsultants) may be asked to conduct supporting studies or technical analyses, or to peer review applicant-provided technical studies in a range of areas, including but not limited to aesthetics, noise, air quality, biological, historic and/or cultural resource evaluation, traffic/transportation, and geotechnical and hydrological analysis. Depending on the project, the City may, from time-to-time, also request the inclusion of a specific subconsultant(s) for inclusion on the project team.

Key tasks associated with environmental review may include, but are not necessarily limited to, the following:

- review of project application materials, relevant City policy documents and regulations, related environmental documents, and applicant-prepared technical studies;
- providing input and technical advice on the approach and scope of the CEQA document;
- providing input on processing of CEQA documents;
- preparing required legal notices at the necessary junctures in the CEQA process;
- coordinating with City staff on posting/distribution of required notices;
- coordination with City staff to develop project objectives, alternatives, and mitigation measure;
- filing CEQA documents with the OPR State Clearinghouse on behalf of the City;
- completion of supporting technical analyses and/or studies in a manner suitable for incorporation into the environmental document, and/or peer review of studies prepared by project applicant;
- maintaining project schedules and budgets;
- noticing and consultation required under SB 18 and AB 52;



- drafting materials associated with CEQA document certification or adoption, such as preparation of any required Mitigation Monitoring and Reporting Program, Findings of Fact, and Statements of Overriding Considerations;
- compiling, annotating, and preparing Responses to Comments;
- document printing and production, including preparation of electronic versions of public review documents for posting on the City's website;
- preparation of Notice of Determination (NOD); and
- attending in-person meetings, hearings and/or conference calls with City staff as needed to coordinate preparation and approval of the CEQA document,

As part of the CEQA review some projects may require historic analysis and/or peer review of a historic analysis. The City of Burlingame governs historic resources per Zoning Code Chapter 25.35 (Historic Resources). This chapter states that any properties that are presently included on the California Register of Historic Places and/or the National Register of Historic Places are automatically to be included on the City's Register as a locally designated resource. Currently, there is only one additional property on the City's local registry: 220 Park Road. However, as part of the Downtown Specific Plan, a historic inventory was completed in 2008 and identifies resources in the City which may be considered historical for purposes of this title. That inventory, which may be amended from time to time, is considered part of the Historical Architectural and Places Resources Register, as defined in Zoning Code Chapter 25.35.

Services may also be needed for preparation of historic resource studies for proposed development projects to evaluate the eligibility of a property for listing on the state and/or the national historic registers. This study would provide background information regarding the building's history and construction, as well as address its historic significance and integrity. Such studies should include completion of the State of California Department of Parks and Recreation (DPR) 523A (Primary Record) and 523B (Building, Structure, and Object Record) forms for the property. These forms would provide the required information to the City of Burlingame for California Environmental Quality Act (CEQA) review purposes. The City may also require a comprehensive report along with the required forms.

This consultant may also be called upon to complete peer review of historic resource studies that are prepared by a property owner, developer or applicant and submitted with development applications.



### Planning Staffing

The City occasionally utilizes the services of on-call planning staff to cover long term staff leaves, assist when workloads increase or serve as project managers on large scale major development projects. Tasks may include, but may not be limited to the following: review of development applications including plan checks for zoning compliance, preparation of staff reports, management of environmental review, preparation of public notices, presentations to the Planning Commission and City Council, assisting with counter staffing, answering emails to the Planning Division, responding to phone calls for general planning information, and review of plans for building permits and planning entitlements.

In addition, the on-call planning/staffing services may also require assistance with our Design Review process. The City of Burlingame has both Residential and Commercial Design Review. Chapter 25.68 of the Zoning Code governs the Design Review process. There are specific triggers set forth in the code when Design Review is required - primarily new construction and additions. Design Review is a discretionary approval that requires a public hearing before the Planning Commission to determine consistency with the Design Guidelines. The City is seeking consultants that have design expertise and can assist in the review of projects for consistency with the City's Design Guidelines. This task would require that direction and comments be provided to applicants so that the design of the submitted project can be modified to conform with the Design Guidelines, it is not intended that the consultant should re-design a project.



## **EXHIBIT B**

### **Schedule of Charges/Payments**

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.



# CONSULTANT RATES

## M-GROUP | 2025 RATE SHEET

M-GROUP STAFF	2025 HOURLY RATES
Admin Analyst	
Environmental Tech	\$95
Planning Tech	
Contract Administrator	
Assistant Planner	
Assistant Environmental Planner	
Assistant Urban Designer	\$120
Social Media Coordinator	
Document Specialist	
Associate Planner	
Associate Environmental Planner	
Associate Urban Designer	\$150
GIS Services	
Graphic Specialist	
Historic Preservation Specialist	\$165
Public Art Specialist	
Senior Planner	
Senior Project Manager	\$180
Senior Environmental Planner	
Senior Urban Designer	
Principal Planner	
Principal Project Manager	
Principal Environmental Planner	\$200
Principal Policy Planner	
Director of Urban Design	
Principal	\$245 - \$400
Interim CDD	

1. M-Group will invoice the client by billable hours per month or percentage of task completed.
2. Hourly rates are subject to annual adjustment on January 1<sup>st</sup>.
3. M-Group adds a 10% administration fee to Subconsultant invoices.
4. Mileage costs of \$0.70/mile may be charged for staff travelling beyond their Bay Area region (SF/South Bay, East Bay, North Bay).
5. Work over 8 hours per day, on holidays, or after business hours may be charged at 125% of the above-listed rates, upon client approval.



## EXHIBIT C

### Sample Task Order Form

## TASK ORDER

Task Order No. \_\_\_\_\_

Agreement: [INSERT TITLE OF AGREEMENT]

Consultant: M-GROUP

**The Consultant is hereby authorized to perform the following services subject to the provisions of the Agreement identified above:**

**List any attachments:** (Please provide if any.)

**Dollar Amount of Task Order:** Not to exceed \$\_\_\_\_\_,\_\_\_\_\_.00

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

The undersigned Consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above.

**CITY OF BURLINGAME**

**M-GROUP**

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

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

By: \_\_\_\_\_

By: \_\_\_\_\_





# STAFF REPORT

AGENDA NO: 9e

MEETING DATE: September 15, 2025

**To:** Honorable Mayor and City Council

**Date:** September 15, 2025

**From:** Syed Murtuza, Director of Public Works – (650) 558-7230  
Weizhi Cheng, Senior Civil Engineer – (650) 558-7258

**Subject:** Adoption of a Resolution Accepting the Police Department Roof Replacement Project by Alcal Specialty Contracting, Inc., City Project No. 86060, in the Amount of \$574,066

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## **RECOMMENDATION**

Staff recommends that the City Council adopt the attached resolution accepting the Police Department Roof Replacement Project by Alcal Specialty Contracting, Inc., City Project No. 86060, in the amount of \$574,066.

## **BACKGROUND**

The City Council allocated funding to replace aging roofs at various City facilities. The roof at the Burlingame Police Station, located at 1111 Trousdale Drive, was approximately 30 years old and had reached the end of its service life. A roof inspection conducted in 2022 identified soft spots in the roof deck and areas of standing water along the perimeter. These deficiencies, along with a history of roof leaks reported by Facilities staff, confirmed concerns regarding the roof's structural integrity.

On April 15, 2024, the City Council awarded the Police Department Roof Replacement Project (City Project No. 86060) to Alcal Specialty Contracting, Inc., in the amount of \$557,958 (Resolution No. 048-2024).

The scope of work included removal of the existing roof, inspection and repair of the underlying wood deck as needed, and installation of a new Styrene-Butadiene-Styrene (SBS) modified bitumen roofing system.

## **DISCUSSION**

Construction was successfully completed to the City's satisfaction. The police station remained fully operational throughout the work, with no impact on emergency response time.

The final project construction cost is \$574,066, an increase of \$16,108 (approximately 2.8%) over the original contract price. The increase was due to additional work required to mitigate unexpected roof conditions discovered during construction, including installing additional DensDeck Prime



boards along wood parapet walls and installation of additional insulation to adjust roof sloping to improve drainage.

### **FISCAL IMPACT**

The following are the estimated final project expenditures:

Construction	\$574,066
Engineering Design & Administration	\$10,934
<b>Total</b>	<b>\$585,000</b>

Sufficient funds are available in the City's Capital Improvement Program budget to cover the final project costs.

Exhibits:

- Resolution
- Final Progress Payment
- Project Location Map



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLINGAME  
ACCEPTING IMPROVEMENTS – POLICE DEPARTMENT ROOF REPLACEMENT  
PROJECT BY ALCAL SPECIALTY CONTRACTING, INC., IN THE AMOUNT OF  
\$574,066**

**CITY PROJECT NO. 86060**

WHEREAS, the roof at the Burlingame Police Station, located at 1111 Trousdale Drive, was approximately 30 years old and had reached the end of its service life; and

WHEREAS, on April 15, 2024, the City Council awarded the Police Department Roof Replacement Project (City Project No. 86060) to Alcal Specialty Contracting, Inc., in the amount of \$557,958 (Resolution No. 048-2024); and

WHEREAS, construction was successfully completed to the City's satisfaction; and

WHEREAS, the final project construction cost is \$574,066, an increase of \$16,108 (approximately 2.8%) over the original contract price; and

WHEREAS, the increase was due to additional work required to mitigate unexpected roof conditions discovered during construction, including installing additional DensDeck Prime boards along wood parapet walls and installation of additional insulation to adjust roof sloping to improve drainage; and

WHEREAS, sufficient funds are available in the City's Capital Improvement Program budget to cover the final project costs.

NOW, THEREFORE BE IT RESOLVED by the CITY COUNCIL of the City of Burlingame, California, and this Council does hereby find, order, and determine as follows:

1. The Director of Public Works of said City has certified the work done by Alcal Specialty Contracting, Inc. under the terms of its contract with the City dated August 5, 2024, has been completed in accordance with the plans and specifications approved by the City Council and to the satisfaction of the Director of Public Works.
2. Said work is particularly described as City Project No. 86060
3. Said work be and the same hereby is accepted.

\_\_\_\_\_  
Peter Stevenson, Mayor



I, Meaghan Hassel Shearer, City Clerk of the City of Burlingame, do hereby certify that the foregoing Resolution was introduced at a regular meeting of the City Council held on the 15<sup>th</sup> day of September, 2025, and was adopted thereafter by the following vote:

AYES:           COUNCILMEMBERS:  
NOES:           COUNCILMEMBERS:  
ABSENT:        COUNCILMEMBERS:

\_\_\_\_\_  
Meaghan Hassel Shearer, City Clerk



CONTRACTOR: Alcal Specialty Contracting  
ADDRESS: 4950 Osgood Rd  
Fremont, CA 94539-5627

CITY OF BURLINGAME  
PAYMENT NO. 5 - FINAL PAYMENT  
POLICE DEPARTMENT ROOF REPLACEMENT PROJECT

DATE : July 9, 2025  
FOR THE MONTH OF : June  
CONTRACT ORDER # 323725

CITY PROJECT NO. 86060											
ITEM :	UNIT :	BID :	UNIT :	BID :	QUANTITY :	AMOUNT :	PREVIOUS :	AMOUNT :			
# :	ITEM DESCRIPTION :	PRICE :	QUANTITY :	SIZE :	AMOUNT :	TO DATE :	TO DATE :	PAID :	THIS PMT. :		
1	: General Conditions	\$ 5,000.00	1	LS	\$ 5,000.00	1.00	\$ 5,000.00	\$ 5,000.00	\$ -		
2	: Remove Existing Roof	\$ 40,000.00	1	LS	\$ 40,000.00	1.00	\$ 40,000.00	\$ 40,000.00	\$ -		
3	: Repair Existing Roof Deck	\$ 1,000.00	1	LS	\$ 1,000.00	1.00	\$ 1,000.00	\$ 1,000.00	\$ -		
4	: Replace Roof with SBS Modified Bitumen Roof	\$ 506,958.00	1	LS	\$ 506,958.00	1.00	\$ 506,958.00	\$ 506,958.00	\$ -		
5	: Remove Existing Skylight,Install SBS Modified Bitumen Roof	\$ 5,000.00	1	LS	\$ 5,000.00	1.00	\$ 5,000.00	\$ 5,000.00	\$ -		
SUBTOTAL					\$ 557,958.00		\$ 557,958.00	\$ 557,958.00	\$ -		
PROJECT TOTAL					\$ 557,958.00		\$ 557,958.00	\$ 557,958.00	\$ -		

CHANGE ORDERS	CCO UNIT :	CCO :	UNIT :	BID :	QUANTITY :	AMOUNT :	PREVIOUS :	AMOUNT :			
# :	DESCRIPTION :	PRICE :	QUANTITY :	SIZE :	AMOUNT :	TO DATE :	TO DATE :	PAID :	THIS PMT. :		
1	Install Dens Deck on Walls	\$10,991.00	1	LS	\$10,991.00	1	\$ 10,991.00		\$ 10,991.00		
2	Install Additional Tapered Insulation	\$5,117.00	1	LS	\$5,117.00	1	\$ 5,117.00		\$ 5,117.00		
CHANGE ORDERS TOTAL		\$16,108.00			\$ 16,108.00		\$ 16,108.00	\$ -	\$ 16,108.00		

DEDUCTIONS:		DATE	SUBTOTAL	\$ 574,066.00	\$ 557,958.00	\$ 16,108.00
PREPARED BY: MARIE GALVIN	8/28/2025	LESS FIVE (5%) PERCENT RETENTION	\$ (28,703.30)	\$ (27,897.90)	\$ (805.40)	
CHECKED BY:	8/28/25	SUBTOTAL WITHOUT DEDUCTIONS	\$ 545,362.70	\$ 530,060.10	\$ 15,302.60	
APPROVED BY:		AMOUNT DUE FROM CONTRACTOR	\$ -	\$ -	\$ -	
		TOTAL THIS PERIOD	\$ 545,362.70	\$ 530,060.10	\$ 15,302.60	



<b>Billing Address</b> 1027532		<b>Information</b>	
CITY OF BURLINGAME 1361 NORTH CAROLAN ROAD BURLINGAME CA 94010-2401		Invoice number	199074581
		Invoice date	07/09/2025
		Purchase order no.	
		Payer / Sold-to	801402631 / 1027532
			CITY OF BURLINGAME
			POLICE DEPT ROOF REPLA
		Entered by	M Taylor
		Contract number	55163305
		Description	POLICE DEPT ROOF RE
<b>Shipping Address</b> 801402631			
CITY OF BURLINGAME POLICE DEPT ROOF REPLACEMENT PROJEC 111 TROUSDALE DRIVE BURLINGAME CA 94010			

See reverse side for terms & conditions of sale

<b>Invoice Details</b>	Page 1 of 1
------------------------	-------------

<b>Contract amount</b>	<b>557,958.00</b>	
Change order	1.00	C/O 1 DRY ROT REPAIR
Change order	10,990.00	C/O 1 DRY ROT
Change order	5,117.00	C/O 2 TAPER ADD
<b>Revised contract</b>	<b>574,066.00</b>	
Pending change order	1.00	PCO ROCKET ADHESIVE REMOVAL
<b>Projected final contract</b>	<b>574,067.00</b>	
Completed to date	574,066.00	
Previously billed	557,958.00	
Amount billed	16,108.00	
Less retention	805.40-	
<b>Amount due...</b>	<b>\$15,302.60</b>	



C#55163305

GC name: THE CITY OF BURLINGAME

**Job Name:** POLICE DEPT ROOF REPLACEMENT PROJ

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing CONTRACTOR'S signed Certification is attached.

APPLICATION NUMBER: 004

APPLICATION DATE: 7/9/2025

PERIOD ENDING: July 31, 2025

PROJECT NUMBER:

[illegible]

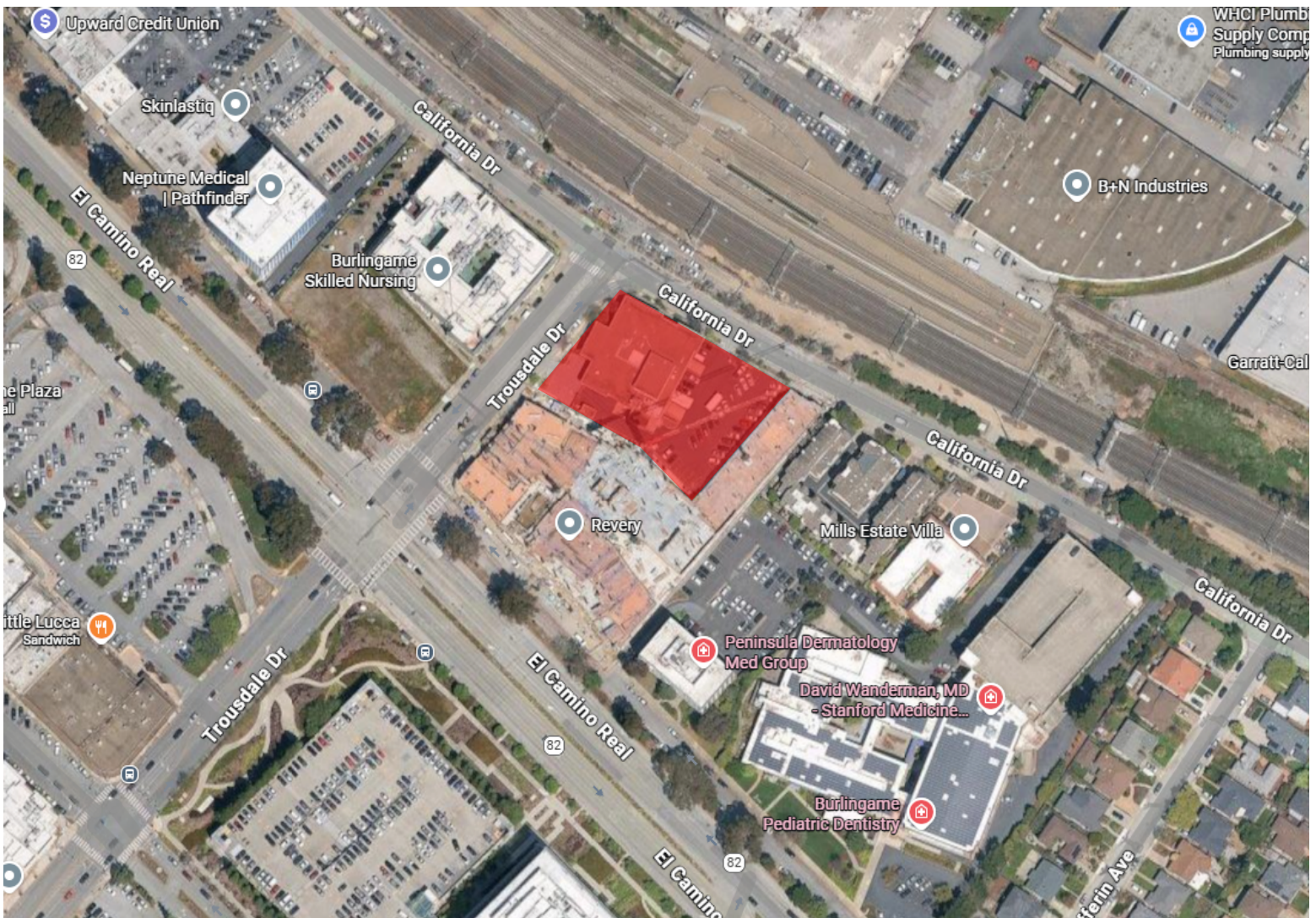
GROSS AMOUNT	\$574,066.00
LESS RETENTION	(28,703.30)
LESS PREVIOUS BILLING	(\$530,060.10)
NET BILLING	\$15,302.60



# PROJECT LOCATION MAP

## CITY OF BURLINGAME POLICE DEPARTMENT

### POLICE DEPARTMENT ROOF REPLACEMENT PROJECT CITY PROJECT NO. 86060







# STAFF REPORT

AGENDA NO: 9f

MEETING DATE: September 15, 2025

**To:** Honorable Mayor and City Council

**Date:** September 15, 2025

**From:** Syed Murtuza, Director of Public Works – (650) 558-7230  
Andrew Yang, Senior Civil Engineer – (650) 558-7230

**Subject:** Adoption of Resolutions Supporting the Submission of Grant Applications for the Old Bayshore Highway Complete Streets Project and the Peninsula Corridor Multimodal Complete Streets Improvement Project Under the San Mateo County Transportation Authority (SMCTA) Measure A & W Highway Program

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## **RECOMMENDATION**

Staff recommends that the City Council adopt the attached resolutions supporting the submission of grant applications for the Old Bayshore Highway Complete Streets Project and the Peninsula Corridor Multimodal Complete Streets Improvement Project under the San Mateo County Transportation Authority (SMCTA) Measure A & W Highway Program.

## **BACKGROUND**

On July 11, 2025, the SMCTA issued a Call for Projects (CFP) under the Measure A & W Highway Program, with an application submittal deadline of September 12, 2025. Under this program, agencies may apply for funding to support congestion relief, safety, and multimodal improvements along countywide significant corridors.

As part of the application process, the sponsoring agency must submit a governing board resolution supporting the project application and certifying the required non-supplantation of funds. The resolution must be on the agenda to be adopted prior to September 12, 2025.

## **DISCUSSION**

### **Old Bayshore Highway Complete Streets Project**

The Old Bayshore Highway Complete Streets Project is a transformative corridor improvement effort spanning from Millbrae Avenue to Broadway. Serving as a key connector to San Francisco International Airport (SFO), the Millbrae Multimodal Transit Center, and a dense hub of hotels, life science campuses, and offices, the corridor is vital to the economic vitality of Burlingame and San Mateo County.



Despite its importance, the corridor faces recurring congestion, flooding, outdated infrastructure, and safety challenges for all users. This project proposes a comprehensive redesign to enhance mobility, safety, and climate resilience through multimodal improvements, modernized infrastructure, and streetscape enhancements.

The project will strengthen regional connectivity, support sustainable growth, and improve quality of life for residents, workers, and visitors. The project scope of work includes the following:

- Class IV protected bikeways and widened ADA-compliant sidewalks
- Enhanced intersections and high visibility pedestrian crossings to reduce collisions along the corridor, which is identified as a High Injury Network in the San Mateo County Local Roadway Safety Plan
- Green infrastructure and stormwater upgrades to improve flood resilience and coordinate with sea level rise resiliency planning efforts
- Improved transit stops and pedestrian-scale lighting to strengthen multimodal access
- Street and pedestrian lighting Improvements along the corridor
- Landscaping and streetscape improvements
- Installation of San Francisco Bay Trail wayfinding signage along the corridor
- Complete roadway reconstruction to address pavement rehabilitation

The City is requesting \$20 million in Measure A and Measure W funds, supplemented by \$4 million in local matching funds, for a total estimated project cost of \$24 million. If awarded, these funds will enable the City to complete environmental clearance, advance final design (Plans, Specifications & Estimates), and proceed with construction of the Old Bayshore Highway corridor improvements.

The City has already completed feasibility studies and conducted extensive community outreach, which led to the selection of a preferred alternative that reflects strong public support. For additional project details, please visit the City's project webpage at <https://www.burlingame.org/896/Old-Bayshore-Highway-Corridor-Feasibilit>.

### Peninsula Corridor Multimodal Complete Streets Improvement Project

The Cities of Burlingame and San Mateo have been working in close partnership to enhance the Peninsula Avenue corridor. This collaboration has focused on both immediate and long-term improvements. In the short term, each City has implemented quick-build projects to address pressing safety and mobility needs. Looking ahead, both agencies are jointly advancing the planning and design of long-term infrastructure improvements to ensure a cohesive and sustainable corridor for the future.

The Peninsula Avenue Corridor Multimodal Complete Streets Improvement Project is a critical planning initiative that will lay the foundation for future corridor improvements to enhance safety, mobility, and connectivity. The corridor, centered along Peninsula Avenue between El Camino Real and Coyote Point Drive, links residential neighborhoods with Caltrain, schools, parks, and regional trail systems, serving thousands of daily travelers in Burlingame and San Mateo. The street is jointly owned from El Camino Real to Humboldt Road, and the Cities of Burlingame and San Mateo will co-sponsor the grant application.



Despite its importance as an east–west connector, Peninsula Avenue faces longstanding challenges, including significant traffic safety concerns, outdated traffic signals, constrained pedestrian facilities, and lack of bicycle infrastructure. The corridor is identified in the San Mateo County High Injury Network of roadways. The proposed planning effort will comprehensively evaluate and build community consensus around solutions by advancing:

- Multimodal street designs that improve safety and comfort for pedestrians and cyclists
- Signal optimization and intersection enhancements to reduce collisions and congestion
- Green stormwater infrastructure to support environmental sustainability
- Pavement rehabilitation and corridor re-paving to address deteriorating conditions.

If awarded, Measure A & W funds will allow Burlingame and San Mateo to conduct community outreach, complete environmental review, and develop preliminary design alternatives that set the stage for future capital projects addressing multimodal safety and mobility needs along the Peninsula Avenue corridor.

## **FISCAL IMPACT**

### **Old Bayshore Highway Complete Streets Project**

The estimated total project cost is approximately \$24 million. Staff is requesting \$20 million in Measure A & W Highway Program grant funds, with the remaining \$4 million to be provided through local match sources, including Burlingame’s General Fund, Sales Tax, SB 1, and Development Impact Fees. If awarded, additional funds will be requested at the next fiscal year Capital Improvement Program cycle.

### **Peninsula Avenue Multimodal Complete Streets Project**

The estimated total project cost for planning and preliminary engineering is \$1.5 million. Burlingame and San Mateo are jointly requesting \$1.125 million in Measure A & W Highway Program funds, with the remaining \$375,000 to be provided through both agencies’ local matching funds. Burlingame’s share of the local match is estimated at \$130,000, while San Mateo’s local matching share is estimated at \$245,000.

All awarded funds will supplement, and not supplant, existing City funding sources.

Exhibits:

- Resolution - Old Bayshore Highway Complete Streets Project
- Resolution - Peninsula Corridor Multimodal Complete Streets Improvement Project
- Current Conditions and Renderings - Old Bayshore Highway Complete Streets Project
- Project Location Maps - Old Bayshore Highway Complete Streets Project
- Project Location Map - Peninsula Corridor Multimodal Complete Streets Improvement Project



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLINGAME SUPPORTING  
THE OLD BAYSHORE HIGHWAY COMPLETE STREETS PROJECT AND AUTHORIZING  
SUBMITTAL OF AN APPLICATION FOR THE SAN MATEO COUNTY TRANSPORTATION  
AUTHORITY'S 2025 MEASURE A AND MEASURE W HIGHWAY PROGRAM CALL FOR  
PROJECTS**

**WHEREAS**, Old Bayshore Highway is a critical regional connector serving San Francisco International Airport, the Millbrae Multimodal Transit Center, and a dense concentration of hotels, offices, and life science developments; and

**WHEREAS**, the corridor currently suffers from severe congestion, frequent flooding, and an outdated roadway design that lacks safe facilities for people walking, biking, or using transit; and

**WHEREAS**, the City of Burlingame (Sponsor) has proposed the Old Bayshore Highway Complete Streets Project to comprehensively modernize the corridor with Class IV protected bikeways, ADA-compliant sidewalks, enhanced crossings, stormwater and sea level rise upgrades, and improved transit stops, thereby increasing person-throughput, improving safety, and supporting equitable access for workers and visitors; and

**WHEREAS**, the estimated cost to implement the project scope (environmental clearance, design, and construction) is approximately \$24M, of which the City seeks \$20M in Measure A and W Highway Program funds, with the remaining costs to be covered by a combination of local and other leveraged sources; and

**WHEREAS**, the San Mateo County Transportation Authority (TA) issued a Call for Projects for the 2025 Measure A and Measure W Highway Program on July 11, 2025; and

**WHEREAS**, the TA requires the Sponsor's governing board to adopt a resolution:

1. Supporting the Project and application for \$20M in TA Measures A and W Highway Program funds for the Project;
2. Committing the Sponsor to begin work within one year of an award and to the completion of the requested scope of work for the Project, including the commitment of matching funds in the amount of \$4M needed for implementation;
3. Certifying that any funds awarded by the TA will be used to supplement existing funds for program activities, and will not replace existing funds or resources; and
4. If funds are awarded, authorize the City Manager, or designee, to sign a supplemental agreement and any amendments of the TA's Primary Grant Agreement with the TA and to take any other actions necessary to implement this resolution.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Burlingame:



1. Directs staff to submit an application to the San Mateo County Transportation Authority for \$20M in Measure A and W Highway Program funds for the Old Bayshore Highway Complete Streets Project;
2. Authorizes the City Manager, or designee, to execute a supplemental agreement and any amendments with the TA to encumber Measure A and W Highway Program funds;
3. Commits to completing the Project, including contributing \$4M of matching funds needed for the requested Project's scope of work implementation, if the requested TA funds are awarded;
4. Certifies that any funds awarded by the TA will be used to supplement existing funds for program activities, and will not replace existing funds or resources; and
5. Authorizes the City Manager, or designee, to take any other actions necessary to give effect to this resolution and execute applicable amendments.

\* \* \* \* \*

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Burlingame, California, held on the \_\_\_\_ day of \_\_\_\_\_, 2025, by the following vote:

**AYES:** Councilmembers \_\_\_\_\_

**NOES:** Councilmembers \_\_\_\_\_

**ABSENT:** Councilmembers \_\_\_\_\_

**ABSTAIN:** Councilmembers \_\_\_\_\_

\_\_\_\_\_  
Peter Stevenson, Mayor

ATTEST:

\_\_\_\_\_  
Meaghan Hassel-Shearer, City Clerk



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLINGAME SUPPORTING  
THE PENINSULA CORRIDOR MULTIMODAL COMPLETE STREETS IMPROVEMENT  
PROJECT AND AUTHORIZING SUBMITTAL OF AN APPLICATION FOR THE SAN MATEO  
COUNTY TRANSPORTATION AUTHORITY'S 2025 MEASURE A AND MEASURE W  
HIGHWAY PROGRAM CALL FOR PROJECTS**

**WHEREAS**, Peninsula Avenue is a vital east–west corridor connecting El Camino Real to Coyote Point Drive, providing access to Caltrain, regional trails, schools, parks, and neighborhoods in both Burlingame and San Mateo; and

**WHEREAS**, the corridor experiences recurring congestion, safety concerns at multiple intersections, outdated signal operations, and inadequate pedestrian and bicycle facilities; and

**WHEREAS**, the Cities of Burlingame and San Mateo (Sponsors) have proposed the Peninsula Corridor Multimodal Complete Streets Improvement Project to initiate planning, community outreach, environmental review, and preliminary design for multimodal upgrades, including enhanced pedestrian and bicycle facilities, signal optimization, green stormwater infrastructure, and repaving; and

**WHEREAS**, the estimated cost to implement the project planning scope is approximately \$1.5M, of which the Sponsors seek \$1.125M in Measure A and W Highway Program funds, with the remaining costs to be covered by a combination of local and other leveraged sources; and

**WHEREAS**, the San Mateo County Transportation Authority (TA) issued a Call for Projects for the 2025 Measure A and Measure W Highway Program on July 11, 2025; and

**WHEREAS**, the TA requires the Sponsor's governing board to adopt a resolution:

1. Supporting the Project and application for \$1.125M in TA Measures A and W Highway Program funds;
2. Committing the Sponsors to begin work within one year of an award and to the completion of the requested scope of work for the Project, including the commitment of matching funds in the amount of \$375K needed for implementation. Burlingame's share of the local match is \$130k;
3. Certifying that any funds awarded by the TA will be used to supplement existing funds for program activities, and will not replace existing funds or resources; and
4. If funds are awarded, authorize the City Manager, or designee, to sign a supplemental agreement and any amendments of the TA's Primary Grant Agreement with the TA and to take any other actions necessary to implement this resolution.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Burlingame:



1. Directs staff to submit an application to the San Mateo County Transportation Authority for \$1.5M in Measure A and W Highway Program funds for the Peninsula Corridor Multimodal Complete Streets Improvement Project;
2. Authorizes the City Manager, or designee, to execute a supplemental agreement and any amendments with the TA to encumber Measure A and W Highway Program funds;
5. Commits to completing the Project, including contributing \$375K of matching funds needed for the requested Project's scope of work implementation; Burlingame's share of the local match is \$130k; if the requested TA funds are awarded;
3. Certifies that any funds awarded by the TA will be used to supplement existing funds for program activities, and will not replace existing funds or resources; and
4. Authorizes the City Manager, or designee, to take any other action necessary to give effect to this resolution and execute applicable amendments.

\* \* \* \* \*

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Burlingame, California, held on the \_\_\_\_ day of \_\_\_\_\_, 2025, by the following vote:

**AYES:** Councilmembers \_\_\_\_\_

**NOES:** Councilmembers \_\_\_\_\_

**ABSENT:** Councilmembers \_\_\_\_\_

**ABSTAIN:** Councilmembers \_\_\_\_\_

\_\_\_\_\_  
Peter Stevenson, Mayor

ATTEST:

\_\_\_\_\_  
Meaghan Hassel-Shearer, City Clerk



# Old Bayshore Complete Streets Current Conditions & Renderings



Note: This is only intended to show an example of potential improvements, and does not depict the actual improvements.



# Old Bayshore Highway Midblock Crossing Current Condition and Rendering



Note: This is only intended to show an example of potential improvements, and does not depict the actual improvements.



# Old Bayshore Highway Intersection

## Current Condition and Rendering



Note: This is only intended to show an example of potential improvements, and does not depict the actual improvements.



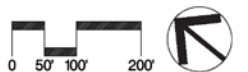
## PROJECT LOCATION MAPS

### Old Bayshore Highway Complete Streets Project



## LEGEND

	SIDEWALK		DRIVEWAY/ CURB CUT		BAY TRAIL DESIGNATED PARKING		POCKET PARK/ SEATING NODE ALONG BAY TRAIL
	NEW ASPHALT		BUS PULL-OUT WITH SHARED CYCLE TRACK LOADING PLATFORM		12' WIDE ASPHALT BAYTRAIL AT EXISTING DEVELOPMENT		ENHANCED ACCESS POINT WITH BAY TRAIL STANDARD DIRECTIONAL SIGNAGE. ENHANCED PAVEMENT, PLANTING AND SITE FURNISHINGS ARE ENCOURAGED
	NEW FEATURE TREE		BIKE LANE WITH HIGH VISIBILITY PAINT		12' BAYTRAIL WITH 3' SHOULDERS AT NEW DEVELOPMENT		EXISTING TREE CANOPY
	NEW STREET TREE		BUS STOP WITH SHELTER AND SEATING		VERTICAL ACCESS TO BAY TRAIL		
	NEW TRAIL TREE		BUS LOADING ZONE		EXISTING PEDESTRIAN BRIDGE		
	CROSSWALK		HI-LOW LIGHT		NEW PEDESTRIAN BRIDGE		
	PLANTING STRIP		PEDESTRIAN LIGHT				
	MEDIAN PLANTING						

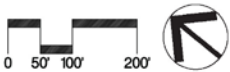
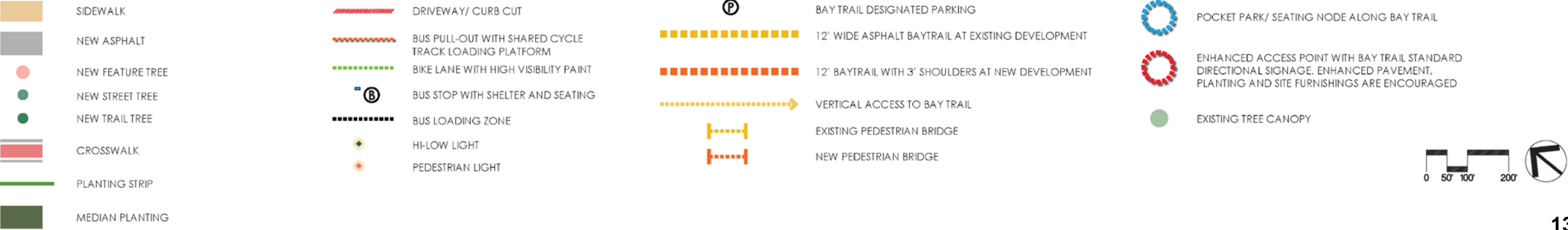






SEE ENLARGEMENT PLAN,  
BAYTRAIL ACCESS AND  
EXISTING DEVELOPMENT,  
SHEET 7

# LEGEND









Peninsula Corridor Multimodal Complete Streets Improvement Project







# STAFF REPORT

AGENDA NO: 9g

MEETING DATE: September 15, 2025

**To: Honorable Mayor and City Council**

**Date: September 15, 2025**

**From: Syed Murtuza, Director of Public Works – (650) 558-7230  
Andrew Yang, Senior Civil Engineer – (650) 558-7271**

**Subject: Adoption of a Resolution Awarding a \$443,645.80 Construction Contract to JJR Construction, Inc. for the Occidental Avenue Bicycle and Pedestrian (Traffic Calming) Improvements, City Project No. 86650, and Authorizing the City Manager to Execute the Construction Contract**

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## **RECOMMENDATION**

Staff recommends that the City Council adopt the attached resolution awarding a \$443,645.80 construction contract to JJR Construction, Inc. for the Occidental Avenue Bicycle and Pedestrian (Traffic Calming) Improvements, City Project No. 86650, and authorizing the City Manager to execute the Construction Contract.

## **BACKGROUND**

On August 4, 2022, the San Mateo County Transportation Authority (SMCTA) issued a Call for Projects (CFP) under the Measure A and Measure W Pedestrian and Bicycle Programs, announcing the availability of up to \$21.8 million in funds for local projects that support walking and biking in San Mateo County. The City submitted a competitive grant application for the Occidental Avenue Bicycle and Pedestrian Improvements Project and was awarded \$435,000 of Measure A and Measure W funds. The grant funds were primarily approved for the construction phase of the project. City local matching funds in the amount of \$180,000 are being utilized for the project development, community outreach, project design, and for a portion of the construction phase.

### ***Community Engagement and Design Review Process***

Throughout the project development phase, staff has actively engaged with the affected community to ensure their voices are heard and incorporated into the planning process. As part of this outreach, the City held community workshops on November 15, 2023, and March 27, 2024, providing residents with the opportunity to share their input and priorities regarding the proposed Occidental Avenue bicycle, pedestrian, and traffic calming improvements.

In addition, staff presented design alternatives to the Traffic, Safety and Parking Commission (TSPC) on August 8, 2024, and December 12, 2024, and received community feedback and input. These presentations focused on exploring strategies to enhance intersection safety and pedestrian



accessibility while gathering valuable feedback from the Commission to help refine the project's scope.

The project scope of work includes the installation of pedestrian safety enhancements and traffic calming measures at the intersections of Chapin Avenue, Burlingame Avenue, and Ralston Avenue. Key improvements consist of:

- Construction of new pedestrian refuge islands for pedestrian safety
- Installation of ADA (Americans with Disability Act) accessible curb ramps
- Roadway striping modifications to improve visibility, traffic flow, and traffic calming
- Installation of high visibility crosswalks to enhance pedestrian crossings
- Installation of two new stop signs at Occidental Ave. and Chapin Ave. to make it all-way stop intersection, and
- Installation of speed feedback radar signs.

In addition, the project will deliver Class III-B bicycle facilities (green sharrows striping and associated signage) along Occidental Avenue, spanning from Bellevue Avenue to Barroilhet Avenue, to support safer and more accessible bicycle travel.

## **DISCUSSION**

The City issued a Notice Inviting Bids on August 11, 2025, and received 10 sealed proposals from prospective contractors by the bid opening date of August 28, 2025. Bid amounts ranged from \$443,645.80 to \$836,810.00. JJR Construction, Inc. submitted the lowest responsive and responsible bid in the amount of \$443,645.80, which is approximately 29% below the engineer's estimate of \$621,318.50. The difference is largely due to lower pricing in the construction support items, including the mobilization and stormwater pollution control, which can vary depending on contractor methods and resources. Other bid items were consistent with industry standards and comparable proposals, confirming the bid reflects the full project scope.

JJR Construction, Inc. has satisfied all the project requirements and has a proven track record of delivering successful projects for the City of Burlingame and neighboring jurisdictions. Based on staff analysis, the bid is reasonable and provides favorable pricing for the City.

## **FISCAL IMPACT**

### **Estimated Project Expenditures:**

The following are the estimated project construction expenditures:

Construction	\$443,646
Construction Management and Inspection	\$67,000
Construction Contingencies (15%)	\$76,597
Engineering Administration and Staff Time	\$67,757
<b>Total (Rounded)</b>	<b>\$655,000</b>



**Funding Availability:**

CIP 329-86650 – Occidental Ave Bike & Ped Improvements	\$400,000
CIP 329-86970 – 2025 Street Resurfacing Program	\$255,000
<b>Total</b>	<b>\$655,000</b>

Sufficient funding is available in the Streets Capital Improvement Project budget to fully cover the cost of the project. The project is funded by a combination of funding sources, including Measure A & W Grants, Measure I, Gas Tax revenues, and SB 1 funds.

Exhibits:

- Resolution
- Bid Summary
- Construction Contract
- Project Location Map



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLINGAME AWARDING  
A CONSTRUCTION CONTRACT FOR OCCIDENTAL AVENUE BICYCLE AND  
PEDESTRIAN IMPROVEMENTS TO JJR CONSTRUCTION, INC.  
AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSTRUCTION  
CONTRACT IN THE AMOUNT OF \$443,645.80**

**CITY PROJECT NO. 86650**

WHEREAS, on August 11, 2025, the City issued notice inviting bid proposals for the Occidental Avenue Bicycle and Pedestrian Improvements, City Project No. 86650; and

WHEREAS, on August 28, 2025, all proposals were received and opened before the City Clerk and representatives of the Public Works Department; and

WHEREAS, JJR Construction, Inc. submitted the lowest responsible bid for the job in the amount of \$443,645.80.

NOW, THEREFORE, be it RESOLVED, and it is hereby ORDERED, that the Plans and Specifications, including all addenda, are approved and adopted; and

BE IT FURTHER RESOLVED that the bid of JJR Construction, Inc. for said project in the amount of \$443,645.80, and the same hereby is accepted; and

BE IT FURTHER RESOLVED THERETO that a contract, in the form attached hereto, be entered into between the successful bidder hereinabove referred to and the City of Burlingame for the performance of said work, and that the City Manager is authorized on behalf of the City of Burlingame to execute said contract and to approve the faithful performance bond and the labor materials bond required to be furnished by the contractor.

\_\_\_\_\_  
Peter Stevenson, Mayor

I, Meaghan Hassel Shearer, City Clerk of the City of Burlingame, certify that the foregoing Resolution was introduced at a regular meeting of the City Council held on the 15<sup>th</sup> day of September, 2025, and was adopted thereafter by the following vote:

AYES:           COUNCILMEMBERS:  
NOES:           COUNCILMEMBERS:  
ABSENT:        COUNCILMEMBERS:

\_\_\_\_\_  
Meaghan Hassel Shearer, City Clerk



City of Burlingame  
Bid Results for Project Occidental Avenue Bicycle & Pedestrian Improvements, City Project No. 86650  
Issued on 08/11/2025  
Bid Due on August 28, 2025 2:00 PM (PDT)  
Exported on 08/28/2025

Item Num	Description	Unit of Measure	Quantity	Engineers Estimate		JJR Construction, Inc.		Interstate Grading & Paving, Inc.		Zara Construction, Inc.		Altor Construction, LLC		CF Contracting, Inc.		FBD Vanguard Construction, Inc.		G. Bortolotto & Company, Inc.		Sposeto Engineering, Inc.		Galeb Paving, Inc.		R&S Construction Management, Inc.	
				Unit Price	Line Total	Unit Price	Line Total	Unit Price	Line Total	Unit Price	Line Total	Unit Price	Line Total	Unit Price	Line Total	Unit Price	Line Total	Unit Price	Line Total	Unit Price	Line Total	Unit Price	Line Total	Unit Price	Line Total
1	Mobilization	LS	1	\$56,483.50	\$56,483.50	\$5,000.00	\$5,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$22,800.00	\$22,800.00	\$64,000.00	\$64,000.00	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00	\$94,017.00	\$94,017.00	\$60,000.00	\$60,000.00
2	Traffic Control	LS	1	\$50,000.00	\$50,000.00	\$15,000.00	\$15,000.00	\$22,000.00	\$22,000.00	\$35,000.00	\$35,000.00	\$48,800.00	\$48,800.00	\$43,000.00	\$43,000.00	\$57,350.00	\$57,350.00	\$50,000.00	\$50,000.00	\$65,000.00	\$65,000.00	\$57,300.00	\$57,300.00	\$157,000.00	\$157,000.00
3	Water Pollution Control (SWPPP)	LS	1	\$30,000.00	\$30,000.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$8,000.00	\$8,000.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00	\$17,522.00	\$17,522.00	\$5,000.00	\$5,000.00
4	Clearing and Grubbing	LS	1	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00	\$4,090.00	\$4,090.00	\$12,000.00	\$12,000.00	\$15,840.00	\$15,840.00	\$16,000.00	\$16,000.00	\$1,000.00	\$1,000.00	\$15,000.00	\$15,000.00	\$7,000.00	\$7,000.00	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00
5	Roadway Excavation (F)	CY	130	\$250.00	\$32,500.00	\$300.00	\$39,000.00	\$200.00	\$26,000.00	\$170.00	\$22,100.00	\$180.00	\$23,400.00	\$250.00	\$32,500.00	\$345.00	\$44,850.00	\$310.00	\$40,300.00	\$450.00	\$58,500.00	\$621.60	\$80,808.00	\$312.00	\$40,560.00
6	Hot Mix Asphalt (Type A)	TON	130	\$300.00	\$39,000.00	\$185.00	\$24,050.00	\$310.00	\$40,300.00	\$350.00	\$45,500.00	\$388.00	\$50,440.00	\$390.00	\$50,700.00	\$609.00	\$79,170.00	\$176.00	\$22,880.00	\$350.00	\$45,500.00	\$295.00	\$38,350.00	\$500.00	\$65,000.00
7	A.C. Overlay	TON	190	\$300.00	\$57,000.00	\$260.00	\$49,400.00	\$170.00	\$32,300.00	\$330.00	\$62,700.00	\$388.00	\$73,720.00	\$195.00	\$37,050.00	\$303.00	\$57,570.00	\$176.00	\$33,440.00	\$400.00	\$76,000.00	\$227.00	\$43,130.00	\$300.00	\$57,000.00
8	Cold Plane A.C.	C.Y.	100	\$190.00	\$19,000.00	\$207.00	\$20,700.00	\$320.00	\$32,000.00	\$140.00	\$14,000.00	\$118.00	\$11,800.00	\$370.00	\$37,000.00	\$152.00	\$15,200.00	\$200.00	\$20,000.00	\$500.00	\$50,000.00	\$252.00	\$25,200.00	\$248.00	\$24,800.00
9	Adjust Manholes	EACH	1	\$1,300.00	\$1,300.00	\$1,320.00	\$1,320.00	\$1,400.00	\$1,400.00	\$1,500.00	\$1,500.00	\$3,078.00	\$3,078.00	\$3,200.00	\$3,200.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$2,800.00	\$2,800.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
10	Adjust Valves	EACH	4	\$1,000.00	\$4,000.00	\$935.00	\$3,740.00	\$1,500.00	\$6,000.00	\$1,300.00	\$5,200.00	\$3,088.00	\$12,352.00	\$455.00	\$1,820.00	\$3,000.00	\$12,000.00	\$850.00	\$3,400.00	\$1,200.00	\$4,800.00	\$600.00	\$2,400.00	\$400.00	\$1,600.00
11	Minor Concrete (Caltrans Type A1-6 Curb)	LF	540	\$80.00	\$43,200.00	\$37.92	\$20,476.80	\$45.00	\$24,300.00	\$80.00	\$43,200.00	\$68.00	\$36,720.00	\$52.00	\$28,080.00	\$82.00	\$44,280.00	\$40.00	\$21,600.00	\$71.00	\$38,340.00	\$69.75	\$37,665.00	\$115.00	\$62,100.00
12	Detectable Warning Surface (Cast-In-Place)	SF	265	\$45.00	\$11,925.00	\$36.50	\$9,672.50	\$40.00	\$10,600.00	\$90.00	\$23,850.00	\$78.00	\$20,670.00	\$65.00	\$17,225.00	\$30.00	\$7,950.00	\$42.50	\$11,262.50	\$52.00	\$13,780.00	\$58.00	\$15,370.00	\$100.00	\$26,500.00
13	Detectable Warning Surface (Surface Applied)	SF	65	\$80.00	\$5,200.00	\$50.00	\$3,250.00	\$50.00	\$3,250.00	\$90.00	\$5,850.00	\$78.00	\$5,070.00	\$65.00	\$4,225.00	\$58.00	\$3,770.00	\$60.00	\$3,900.00	\$58.00	\$3,770.00	\$64.00	\$4,160.00	\$100.00	\$6,500.00
14	Minor Concrete (6" Curb w/ 1.5' Gutter)	LF	185	\$120.00	\$22,200.00	\$66.50	\$12,302.50	\$80.00	\$14,800.00	\$85.00	\$15,725.00	\$88.00	\$16,280.00	\$95.00	\$17,575.00	\$45.00	\$8,325.00	\$70.50	\$13,042.50	\$90.00	\$16,650.00	\$64.00	\$11,840.00	\$130.00	\$24,050.00
15	Minor Concrete (Sidewalk and Passageway)	SF	1000	\$50.00	\$50,000.00	\$25.95	\$25,950.00	\$30.00	\$30,000.00	\$23.00	\$23,000.00	\$24.00	\$24,000.00	\$18.50	\$18,500.00	\$22.00	\$22,000.00	\$27.00	\$27,000.00	\$17.00	\$17,000.00	\$25.71	\$25,710.00	\$35.00	\$35,000.00
16	Minor Concrete (Curb Ramp)	SF	740	\$50.00	\$37,000.00	\$22.15	\$16,391.00	\$30.00	\$22,200.00	\$40.00	\$29,600.00	\$54.00	\$39,960.00	\$29.00	\$21,460.00	\$39.00	\$28,860.00	\$25.00	\$18,500.00	\$38.00	\$28,120.00	\$39.50	\$29,230.00	\$50.00	\$37,000.00
17	Remove Concrete (Sidewalk)	SF	420	\$15.00	\$6,300.00	\$10.00	\$4,200.00	\$47.00	\$19,740.00	\$14.00	\$5,880.00	\$34.00	\$14,280.00	\$6.50	\$2,730.00	\$60.00	\$25,200.00	\$423.00	\$177,660.00	\$6.00	\$2,520.00	\$18.50	\$7,770.00	\$15.00	\$6,300.00
18	Remove Concrete (Curb and Gutter)	LF	185	\$20.00	\$3,700.00	\$29.00	\$5,365.00	\$12.00	\$2,220.00	\$80.00	\$14,800.00	\$28.00	\$5,180.00	\$40.00	\$7,400.00	\$50.00	\$9,250.00	\$35.00	\$6,475.00	\$24.00	\$4,440.00	\$45.00	\$8,325.00	\$80.00	\$14,800.00
19	Engineered Rubber Curb	LF	210	\$50.00	\$10,500.00	\$110.00	\$23,100.00	\$110.00	\$23,100.00	\$108.00	\$22,680.00	\$108.00	\$22,680.00	\$132.00	\$27,720.00	\$115.00	\$24,150.00	\$105.00	\$22,050.00	\$135.00	\$28,350.00	\$121.00	\$25,410.00	\$10.00	\$2,100.00
20	Signing and Striping	LS	1	\$40,000.00	\$40,000.00	\$78,097.00	\$78,097.00	\$83,000.00	\$83,000.00	\$50,000.00	\$50,000.00	\$94,000.00	\$94,000.00	\$55,000.00	\$55,000.00	\$105,000.00	\$105,000.00	\$73,997.00	\$73,997.00	\$131,300.00	\$131,300.00	\$107,415.00	\$107,415.00	\$83,000.00	\$83,000.00
21	Landscaping	LS	1	\$32,500.00	\$32,500.00	\$22,031.00	\$22,031.00	\$54,000.00	\$54,000.00	\$25,000.00	\$25,000.00	\$15,384.00	\$15,384.00	\$76,000.00	\$76,000.00	\$32,000.00	\$32,000.00	\$29,700.00	\$29,700.00	\$23,700.00	\$23,700.00	\$45,950.00	\$45,950.00	\$58,000.00	\$58,000.00
22	Tree Protection	LS	1	\$20,000.00	\$20,000.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$6,000.00	\$6,000.00	\$6,313.00	\$6,313.00	\$4,000.00	\$4,000.00
23	Irrigation	LS	1	\$41,010.00	\$41,010.00	\$49,000.00	\$49,000.00	\$43,700.00	\$43,700.00	\$50,500.00	\$50,500.00	\$15,880.00	\$15,880.00	\$57,000.00	\$57,000.00	\$64,000.00	\$64,000.00	\$65,500.00	\$65,500.00	\$64,000.00	\$64,000.00	\$41,485.00	\$41,485.00	\$35,000.00	\$35,000.00
24	Plant Establishment Work (90-Days)	LS	1	\$3,500.00	\$3,500.00	\$6,600.00	\$6,600.00	\$1,700.00	\$1,700.00	\$7,000.00	\$7,000.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00	\$7,100.00	\$7,100.00	\$1,650.00	\$1,650.00	\$5,000.00	\$5,000.00
Subtotal					\$621,318.50		\$443,645.80		\$526,700.00		\$549,085.00		\$586,334.00		\$633,185.00		\$681,925.00		\$682,707.00		\$734,670.00		\$743,020.00		\$836,810.00
10% contingency					\$62,131.85																				
Total					\$683,450.35		\$443,645.80		\$526,700.00		\$549,085.00		\$586,334.00		\$633,185.00		\$681,925.00		\$682,707.00		\$734,670.00		\$743,020.00		\$836,810.00



**AGREEMENT FOR PUBLIC IMPROVEMENT**  
**OCCIDENTAL AVENUE BICYCLE AND PEDESTRIAN IMPROVEMENTS**  
**CITY PROJECT NO. 86650**

THIS AGREEMENT, made in duplicate and entered into in the City of Burlingame, County of San Mateo, State of California on \_\_\_\_\_, 2025 by and between the CITY OF BURLINGAME, a Municipal Corporation, hereinafter called "City", and \_\_\_\_\_ a California Corporation, hereinafter called "Contractor."

**WITNESSETH:**

**WHEREAS**, City has taken appropriate proceedings to authorize construction of the public work and improvements herein provided for and to authorize execution of this Contract; and

**WHEREAS**, pursuant to State law and City requirements, a notice was duly published for bids for the contract for the improvement hereinafter described; and

**WHEREAS**, on September 15, 2025, after notice duly given, the City of Burlingame awarded the contract for the construction of the improvements hereinafter described to Contractor, which the City found to be the lowest responsive, responsible bidder for these improvements; and

**WHEREAS**, City and Contractor desire to enter into this Agreement for the construction of said improvements.

**NOW, THEREFORE, IT IS AGREED** by the parties hereto as follows:

1. Scope of work.

Contractor shall perform the work described in those Contract Documents entitled:

**OCCIDENTAL AVENUE BICYCLE AND PEDESTRIAN IMPROVEMENTS**  
**CITY PROJECT NO. 86650**

2. The Contract Documents.

The complete contract between City and Contractor consists of the following documents: this Agreement; Notice Inviting Sealed Bids, attached hereto as Exhibit A; the accepted Bid Proposal, attached hereto as Exhibit B; the specifications, provisions, addenda, complete plans, profiles, and detailed drawings contained in the bid documents



titled "Occidental Avenue Bicycle and Pedestrian Improvements, City Project No. 86650" attached as Exhibit C; the State of California Standard Specifications 2010, as promulgated by the California Department of Transportation; prevailing wage rates of the State of California applicable to this project by State law; and all bonds; which are collectively hereinafter referred to as the Contract Documents. All rights and obligations of City and Contractor are fully set forth and described in the Contract Documents, which are hereby incorporated as if fully set forth herein. All of the above described documents are intended to cooperate so that any work called for in one, and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

### 3. Contract Price.

The City shall pay, and the Contractor shall accept, in full, payment of the work above agreed to be done, the sum of four hundred forty three thousand, six hundred forty five dollars and eighty cents (\$443,645.80), called the "Contract Price". This price is determined by the lump sum and unit prices contained in Contractor's Bid. In the event authorized work is performed or materials furnished in addition to those set forth in Contractor's Bid and the Specifications, such work and materials will be paid for at the unit prices therein contained. Said amount shall be paid in progress payments as provided in the Contract Documents.

### 4. Termination

At any time and with or without cause, the City may suspend the work or any portion of the work for a period of not more than 90 consecutive calendar days by notice in writing to Contractor that will fix the date on which work will be resumed. Contractor will be granted an adjustment to the Contract Price or an extension of the Time for Completion, or both, directly attributable to any such suspension if Contractor makes a claim therefor was provided in the Contract Documents.

The occurrence of any one or more of the following events will justify termination of the contract by the City for cause: (1) Contractor's persistent failure to perform the work in accordance with the Contract Documents; (2) Contractor's disregard of Laws or Regulations of any public body having jurisdiction; (3) Contractor's disregard of the authority of the Engineer; or (4) Contractor's violation in any substantial way of any provision of the Contract Documents. In the case of any one or more of these events, the City, after giving Contractor and Contractor's sureties seven calendar days written notice of the intent to terminate Contractor's services, may initiate termination procedures under the provisions of the Performance Bond. Such termination will not affect any rights or



remedies of City against Contractor then existing or that accrue thereafter. Any retention or payment of moneys due Contractor will not release Contractor from liability. At the City's sole discretion, Contractor's services may not be terminated if Contractor begins, within seven calendar days of receipt of such notice of intent to terminate, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 calendar days of such notice.

Upon seven calendar days written notice to Contractor, City may, without cause and without prejudice to any other right or remedy of City, terminate the Contract for City's convenience. In such case, Contractor will be paid for (1) work satisfactorily completed prior the effective date of such termination, (2) furnishing of labor, equipment, and materials in accordance with the Contract Documents in connection with uncompleted work, (3) reasonable expenses directly attributable to termination, and (4) fair and reasonable compensation for associated overhead and profit. No payment will be made on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### 5. Provisions Cumulative.

The provisions of this Agreement are cumulative and in addition to and not in limitation of any other rights or remedies available to the City.

#### 6. Notices.

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notices required to be given to the City shall be addressed as follows:

Andrew Yang, Senior Civil Engineer  
City of Burlingame  
501 Primrose Road  
Burlingame, California 94010  
(650) 558-7230

Notices required to be given to Contractor shall be addressed as follows:

Carlos Raposo  
JJR Construction, Inc.  
1120 North Avenue  
San Mateo, CA 94402  
(650) 343-6109



7. Interpretation

As used herein, any gender includes the other gender and the singular includes the plural and vice versa.

8. Waiver or Amendment.

No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the City and the Contractor. One or more waivers of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

9. Controlling Law.

This Agreement is to be governed by and interpreted in accordance with the laws of the State of California.

10. Successors and Assignees.

This Agreement is to be binding on the heirs, successors, and assigns of the parties hereto but may not be assigned by either party without first obtaining the written consent of the other party.

11. Severability.

If any term or provision of this Agreement is deemed invalid, void, or unenforceable by any court of lawful jurisdiction, the remaining terms and provisions of the Agreement shall not be affected thereby and shall remain in full force and effect.

12. Insurance.

12.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

12.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of



the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) General Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage; and (3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City



may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City of Burlingame, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

12.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Burlingame, its officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its officials, officers,



employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

#### 12.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation.

All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.



12.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

12.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

12.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-:VIII, licensed to do business in California, and satisfactory to the City.

12.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

12.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

### 13. Indemnification.

Contractor shall indemnify, defend, and hold the City, its directors, officers, employees, agents, and volunteers harmless from and against any and all liability, claims,



suits, actions, damages, and causes of action arising out of, pertaining or relating to the actual or alleged negligence, recklessness or willful misconduct of Contractor, its employees, subcontractors, or agents, or on account of the performance or character of the services, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, employees, agents, or volunteers. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Notwithstanding the foregoing, for any design professional services, the duty to defend and indemnify City shall be limited to that allowed by state law. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.



**IN WITNESS WHEREOF**, two identical counterparts of this Agreement, consisting of five pages, including this page, each of which counterparts shall for all purposes be deemed an original of this Agreement, have been duly executed by the parties hereinabove named on the day and year first hereinabove written.

CITY OF BURLINGAME,  
a Municipal Corporation

By \_\_\_\_\_  
Lisa K. Goldman, City Manager

By \_\_\_\_\_  
Carlos Raposo  
JJR Construction, Inc.

Approved as to form:

\_\_\_\_\_  
Michael Guina, City Attorney

ATTEST:

\_\_\_\_\_  
Meaghan Hassel-Shearer, City Clerk

CONTRACTOR



# PROJECT LOCATION MAP

## OCCIDENTAL AVENUE BICYCLE & PEDESTRIAN IMPROVEMENTS, CITY PROJECT NO. 86650



**PROJECT LOCATION**

SAN FRANCISCO BAY

**CITY OF BURLINGAME**

TOWN OF HILLSBOROUGH

EL CAMINO REAL

CITY OF SAN MATEO

OCCIDENTAL

**PROJECT  
LOCATION**



0 500 1000 1500

150





# STAFF REPORT

AGENDA NO: 9h

MEETING DATE: September 15, 2025

**To: Honorable Mayor and City Council**

**Date: September 15, 2025**

**From: Maria Saguisag-Sid, Human Resources Director – (650) 558-7209**

**Subject: Adoption of a Resolution Authorizing an Amendment to the Director of Public Works Classification**

## **RECOMMENDATION**

Staff recommends that the City Council adopt a resolution approving the amended Director of Public Works classification.

## **BACKGROUND**

The Director of Public Works oversees several divisions within the Public Works Department, including engineering, facilities, streets, sewer, equipment and vehicle maintenance, water, and wastewater. Recently, the current Director of Public Works announced his upcoming retirement at the end of 2025. In preparation for the recruitment, staff reviewed the job classification, which was last updated in July 2000. Upon review and comparison with similar positions in neighboring agencies, staff noted that the current classification needs to be updated to reflect the current job duties and qualifications.

## **DISCUSSION**

Staff proposes updating the Director of Public Works job classification to clarify some of the duties, revise some of the responsibilities, and update the minimum qualifications and license requirements. These changes will better reflect the current needs of the department and allow staff to recruit new employees with a better understanding of the job responsibilities.

Of specific note is the change in license requirements. Currently, one of the licenses the Director of Public Works is required to have is a Professional Engineer (PE) License registered in California. This is due to the requirement for the designated City Engineer to have a PE License. The City's contract recruiter, Teri Black & Company, advised staff of the challenging labor market for Public Works Directors. They specifically noted that in their experience, several agencies have moved away from requiring the PE License for the Director's position. This change has expanded the pool of qualified individuals the recruiter has been able to attract for open positions by a third. Burlingame's Director of Public Works currently holds a PE License, as does the Assistant Director of Public Works, who oversees the engineering division and can be designated as the City Engineer instead of the Director of Public Works. This is already noted in the Assistant Director of Public Works job classification. Staff surveyed neighboring agencies and found that even though several



agencies do not require the PE License in their job classification minimum qualifications, their current Director does have the PE license. As noted in the revised job classification, the PE license will no longer be required but will be considered highly desirable from future candidates.

**FISCAL IMPACT**

There is no fiscal impact from this change as the position is currently reflected in the budget.

Exhibits:

- Resolution
- Director of Public Works Job Classification



**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLINGAME AUTHORIZING  
AN AMENDMENT TO THE DIRECTOR OF PUBLIC WORKS CLASSIFICATION**

**WHEREAS**, under the City of Burlingame Civil Service Rules, adopted pursuant to Municipal Code Section 3.52.030, the City Council is the final authority for approving the classification and compensation plan; and

**WHEREAS**, staff recommends amending the Director of Public Works classification to better reflect the current requirements and responsibilities of the position; and

**WHEREAS**, this change in position is deemed necessary to effectively carry out the City's priorities and support General Fund, Enterprise Fund, and Capital Improvement Project activities; and

**WHEREAS**, the City Council is the final authority for approving the classification and compensation plan, including any new or revised job specifications.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Burlingame authorizes and adopts the revised Director of Public Works classification, attached hereto.

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Peter Stevenson, Mayor

I, Meaghan Hassel Shearer City Clerk of the City of Burlingame, certify that the foregoing resolution was introduced at a regular meeting of the City Council held on the 15<sup>th</sup> day of September 2025, and was adopted thereafter by the following vote:

AYES:           COUNCIL MEMBERS:  
NOES:           COUNCIL MEMBERS:  
ABSENT:        COUNCIL MEMBERS:

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Meaghan Hassel-Shearer, City Clerk





## DIRECTOR OF PUBLIC WORKS

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications may not include all duties performed by individuals within a classification. In addition, specifications are intended to outline the minimum qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

### DEFINITION

Under administrative direction of the City Manager, the Director of Public Works plans, organizes, and directs the Public Works Department; supervises professional engineering work, project inspections, infrastructure, and maintenance operations; formulates departmental policies, goals, and directives; coordinates assigned activities and fosters cooperative working relationships with other City departments, officials, outside agencies, intergovernmental and regulatory agencies, and various public and private groups; provides highly responsible and complex professional assistance to the City Manager in areas of expertise; and performs related work as required.

### DISTINGUISHING CHARACTERISTICS

The Director of Public Works is a department head level classification that oversees, directs, and participates in all activities of the Public Works Department, including short- and long-term infrastructure and maintenance planning, implementation of the department's projects and programs, as well as development and administration of departmental policies, procedures, and services.

### SUPERVISION RECEIVED/EXERCISED

Receives administrative direction from the City Manager. Exercises direct supervision over supervisory, professional, technical, and administrative support staff through subordinate levels of supervision.

### ESSENTIAL FUNCTIONS: *(including but not limited to the following)*

- Plans, organizes, and directs the public works activities of the City, including engineering, facilities, sewer, streets, storm drainage, vehicle and equipment maintenance, water, and wastewater treatment plant
- Coordinates public works activities with other City departments and other public works agencies
- Acts as advisor to the City Manager, City Council, and other departments on engineering and public works matters
- Confers with officials of other agencies on such matters as joint public works projects
- Recommend staff appointments and promotions
- Evaluates employee performance and takes or recommends appropriate disciplinary action
- Prepares department budget and controls budget expenditures



- Represents the City on regional boards and associations with respect to public works activities and directs the preparation of Public Works Department reports to City Council
- Provides interdepartmental coordination on policy issues

**KNOWLEDGE/ABILITIES/SKILLS:** *(The following are representative samples of the KAS's necessary to perform the essential duties of the position)*

**Knowledge of:**

- Administrative principles and practices, including goal setting, program development, implementation, evaluation, and supervision of staff through subordinate levels of supervision
- Principles and practices of public works program development, management in a municipal setting, and long-term public works maintenance planning and budgeting
- Technical, legal, financial, and public relations challenges involved in the conduct of the municipal public works program, and principles of personnel management and supervision
- Public agency budget development, contract administration, City-wide administrative practices, and general principles of risk management related to the functions of the public works department

**Ability to:**

- Plan, lay out, coordinate, and control through subordinates the work of Public Works, including engineering, operating, construction (inspection), maintenance, and other departmental personnel
- Establish and maintain cooperative and effective working relationships with subordinates, public groups, organizations, and City officials
- Prepare comprehensive and complex technical reports
- Effectively represent the department and the City in meetings with governmental agencies, community groups, various businesses, professional and regulatory organizations, and individuals

**Skills in:**

- Effective use of computer systems, software applications, and modern business equipment to perform work tasks
- Understanding and analyzing complex technical and administrative reports
- Preparing and presenting clear and concise reports, correspondence, policies, procedures, and other written material

**QUALIFICATIONS:** *(The following are a representative sample of the knowledge/abilities and skills necessary to perform essential duties of the position.)*

**Education and Experience:**

Equivalent to a Bachelors in Engineering, Public Administration, or related field (a Masters Degree in Engineering, Public Administration or related field is desirable) and six years



of increasingly responsible professional experience in, and/or oversight of public works civil engineering or maintenance operations divisions, including five years of experience in municipal public works or equivalent, and five years of supervisory experience.

**License:**

Possession of an appropriate California driver license. Registration as a Professional Engineer in the State of California is highly desirable.

**PHYSICAL, MENTAL, AND ENVIRONMENTAL WORKING CONDITIONS**

Ability to establish and maintain cooperative working relationships with all those contacted in the course of work; enforce regulations with tact and firmness; explain technical matters simply and patiently; remain calm during emergencies and when talking to difficult citizens and to deal with people from various backgrounds diplomatically; analyze situations accurately and adopt an effective course of action; exercise good judgment at all times; sit for long periods of time at a desk or in a car; stand for long periods of time at a counter; walk short to medium distances occasionally; climb up and down hills and ladders; work outdoors in adverse weather; occasionally lift boxes up to 25-lbs.; speak and write clear and concise English; prepare and present reports at public meetings; and respond to questions. Must possess sufficient vision, hearing, and stamina to perform the above functions

D600  
DIRECTOR OF PUBLIC WORKS  
DEPARTMENT HEAD  
EXEMPT  
REVISED SEPTEMBER 2025





# STAFF REPORT

AGENDA NO: 10a

MEETING DATE: September 15, 2025

**To: Honorable Mayor and City Council**

**Date: September 15, 2025**

**From: Helen Yu-Scott, Finance Director – (650) 558-7222**

**Subject: Public Hearing and Adoption of a Resolution Approving and Levying the Downtown Burlingame Avenue Business Improvement District Assessments for Fiscal Year 2025-26**

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## **RECOMMENDATION**

Staff recommends that the City Council:

1. Hold a public hearing to consider any protests to the Downtown Burlingame Avenue Business Improvement District (BID) assessments;
2. Close the public hearing and ask the City Clerk to report out any protests filed with the City; and
3. If protests do not constitute a majority of the value of the assessments, adopt the resolution approving and levying the 2025-26 assessments.

## **BACKGROUND**

Pursuant to California Streets and Highways Code Section 36500 et seq., the Burlingame City Council adopted Ordinance 1735 in 2004, establishing the Burlingame Avenue Area Business Improvement District (DBID) for the purpose of promoting the downtown Burlingame Avenue business area. In the summer of 2010, the DBID was re-instituted after a hiatus of several years. At that time, the Council reviewed and approved a new annual assessment formula (revising Chapter 6.54 of the Burlingame Municipal Code, attached as an exhibit to this staff report), which has remained unchanged since that time. For the past 15 years, the DBID has provided business-enhancing activities, events, and publicity for the downtown Burlingame businesses.

The City Council adopted a resolution of intention to set the 2025-26 Downtown Burlingame Avenue BID assessments on August 18, 2025, and established September 15, 2025, at 7:00 p.m. as the public hearing date and time (Resolution No. 091-2025). If there is a protest by businesses that represent a majority of the value of the assessments, then the resolution cannot be approved. Protests may be presented in writing before or at the hearing. **Any and all protests must be received by the City Clerk at or before the time fixed for the public hearing.**



**FISCAL IMPACT**

Approximately \$85,000 in assessments is collected annually from businesses within the district; all of these funds are forwarded to the Downtown Burlingame Avenue Area Business Improvement District for improvements as authorized by the BID Board of Directors. The City of Burlingame has in the past covered the expenses associated with the renewal of the Downtown Burlingame Avenue BID.

**Exhibits:**

- Method and Formula of Assessment, Burlingame Avenue Business Improvement District
- Resolution of the City Council of the City of Burlingame Establishing 2025-26 Assessments for the Downtown Burlingame Avenue Business Improvement District



## **Burlingame Avenue Area Business Improvement District (DBID)**

### **Formula/Rate Calculation for Assessments**

#### **Burlingame Municipal Code**

#### **Title 6 BUSINESS LICENSES AND REGULATIONS**

#### **Chapter 6.54 BURLINGAME AVENUE AREA BUSINESS IMPROVEMENT DISTRICT**

#### **6.54.040 Establishment of benefit assessments.**

All businesses located within the district boundaries shall pay an annual benefit assessment to the district for each fiscal year as levied by the city council.

(a) Assessments Zones. For assessment purposes, the district shall be divided into three (3) zones:

(1) Zone 1 shall consist of all businesses located on the ground floor of buildings on Burlingame Avenue;

(2) Zone 2 shall consist of all businesses located on the ground floor of buildings on all streets within the district boundaries other than Burlingame Avenue;

(3) Zone 3 shall consist of all businesses located either below or above the ground floor of buildings on all streets within the district boundaries.

(b) Assessment Amounts.

(1) Zone 1. All businesses in zone 1 shall be assessed each fiscal year, a basic assessment fee of one hundred twenty-five dollars (\$125.00) and an additional assessment based upon the square foot measurement of their ground floor space as follows:

(A) Under five hundred (500) square feet, zero dollars (\$0.00);

(B) Five hundred (500) square feet, one hundred dollars (\$100.00);

(C) For each additional five hundred (500) square feet or portion thereof above five hundred (500) square feet, an additional fifty dollars (\$50.00);

(D) The additional square foot assessment shall be capped at the rate for five thousand five hundred (5,500) square feet.

(2) Zone 2. All businesses in zone 2 shall be assessed each fiscal year, a basic assessment fee of one hundred dollars (\$100.00) and an additional assessment based upon the square foot measurement of their ground floor space as follows:

(A) Under five hundred (500) square feet, zero dollars (\$0.00);



(B) Five hundred (500) square feet, eighty dollars (\$80.00);

(C) For each additional five hundred (500) square feet or portion thereof, above five hundred (500) square feet, an additional forty dollars (\$40.00);

(D) The additional square foot assessment shall be capped at the rate for five thousand five hundred (5,500) square feet.

(3) Zone 3. All businesses in zone 3 shall be assessed a basic assessment fee of one hundred dollars (\$100.00).

The annual amount of assessment for each of the businesses in each zone shall not exceed these amounts without notice, a public hearing and adoption of an ordinance amendment pursuant to state law. The total annual assessment shall be due and payable thirty (30) days from receipt of invoice. (Ord. 1854 § 7, (2010))



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF  
THE CITY COUNCIL OF THE CITY OF BURLINGAME APPROVING AND  
LEVYING THE 2025-26 DOWNTOWN BURLINGAME AVENUE AREA  
BUSINESS IMPROVEMENT DISTRICT ASSESSMENTS ON THE  
BUSINESSES WITHIN THE DISTRICT**

**WHEREAS**, pursuant to California Streets and Highways Code Section 36500 et seq., the City Council of the City of Burlingame adopted ordinance 1735 in 2004, establishing the Burlingame Avenue Area Business Improvement District (DBID) for the purpose of promoting the Downtown Burlingame Avenue business area; and

**WHEREAS**, at the public hearing on the District Assessments for the year 2006-2007, the Council determined that a majority protest had been made and no further assessment was levied; and

**WHEREAS**, in July of 2010, the City Council adopted a Resolution of Intention to re-establish the DBID and to impose a new assessment formula; and

**WHEREAS**, on September 7, 2010, after a public hearing at which it received public comment and written protests, the City Council determined that a majority protest had not been made and adopted the ordinance re-establishing the DBID; and

**WHEREAS**, the method and formula of assessment remains unchanged since that time; and

**WHEREAS**, the DBID has operated successfully during the past 15 years as evidenced by the DBID's annual reports; and

**WHEREAS**, On August 18, 2025, the City Council adopted a Resolution of Intent (Resolution No. 091-2025) to levy the 2025-26 assessments on businesses within the District and to establish September 15, 2025 at 7:00 p.m. as the public hearing date and time. Copies of said resolution and notice of public hearing were mailed to all businesses within the District; and

**WHEREAS**, on September 15, 2025, at a duly noticed meeting, the City Council conducted a public hearing to receive testimony and evidence regarding the proposed DBID, and to receive protests against the proposed assessments; and

**WHEREAS**, the DBID has provided important services in enhancing the downtown Burlingame Avenue business area, its businesses and properties in the past year; and

**WHEREAS**, the basis of assessment on the businesses within the District will remain the same as in the prior years;

**NOW, THEREFORE**, the City Council of the City of Burlingame does hereby resolve, determine and find as follows:



1. The City Council finds that all of the facts stated herein and in the staff report are true and correct.
2. The City Council determines and finds that there is no majority protest within the meaning of Streets & Highways Code sections 36523, 36524, 36525, and 36542.
3. The City Council approves the method and formula of assessment for the Downtown Burlingame Avenue Area Business Improvement District.
4. The City Council approves and levies the 2025-26 assessments on the businesses within the Downtown Burlingame Avenue Area Business Improvement District as delineated in assessment list attached hereto as Exhibit "A" which is by this reference incorporated herein.
5. New businesses shall not be exempt from the assessment.

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Peter Steveson, Mayor

I, Meaghan Hassel-Shearer, City Clerk of the City of Burlingame do hereby certify that the foregoing Resolution was introduced at a regular meeting of the City Council on the 15th day of September 2025, and was adopted thereafter by the following vote:

AYES: Councilmembers:  
NOES: Councilmembers:  
ABSENT: Councilmembers:

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Meaghan Hassel-Shearer, City Clerk



**CITY OF BURLINGAME, CA**  
**DOWNTOWN BUSINESS IMPROVEMENT DISTRICT - ASSESSMENTS FOR FY2025-2026**

Name	Location	Zone	Sq Ft	Base	Surcharge	Total	Weighted Vote
LULULEMON ATHLETICA USA INC	1304 BURLINGAME AVE	1	4000	125	450	575	0.006779
LA CORNETA TAQUERIA	1123 BURLINGAME AVE	1	2310	125	250	375	0.004421
STARBUCKS COFFEE CO #523	1160 BURLINGAME AVE	1	1728	125	200	325	0.003831
SEPHORA	1205 BURLINGAME AVE	1	3080	125	350	475	0.005600
KUPFER JEWELRY CENTER	1211 BURLINGAME AVENUE	1	1240	125	150	275	0.003242
MINGALABA, INC.	1213 BURLINGAME AVE	1	1240	125	150	275	0.003242
L'ESCAPE SPA SALON	348 LORTON AVE	2	800	100	80	180	0.002122
TRINA TURK [L2T DBA]	1223 BURLINGAME AVE	1	2040	125	250	375	0.004421
PEETS COFFEE INC.	1241 BURLINGAME AVE	1	1960	125	200	325	0.003831
THE WINE STOP	337 PRIMROSE ROAD	2	1000	100	120	220	0.002594
APPLE INC	1301 BURLINGAME AVE	1	5200	125	550	675	0.007958
THE CREPEVINE	1310 BURLINGAME AVE	1	2700	125	300	425	0.005010
ARBY OF MERCED / TOPPER JEWELERS	1294 BURLINGAME AVE	1	7435	125	600	725	0.008547
LOFT INC	1316 BURLINGAME AVE	1	1000	125	150	275	0.003242
MEDITERRANEAN KEBAB	1318 BURLINGAME AVE	1	1600	125	200	325	0.003831
ALANA'S CAFE	1408 BURLINGAME AVE	1	880	125	100	225	0.002653
BASKIN-ROBBINS 31 FLAVORS STORE	1409 BURLINGAME AVE	1	1360	125	150	275	0.003242
UK HAIR	1410 BURLINGAME AVE	1	1176	125	150	275	0.003242
JOANA'S EUROPEAN FASHIONS	1412 BURLINGAME AVE	1	450	125	0	125	0.001474
BEAUTY CENTURY	1419 BURLINGAME AVE # B	1	450	125	0	125	0.001474
MONA KARAM HAUTE COIFFURE	1419 Burlingame Ave	3	0	100	0	100	0.001179
TREJERD MEMORIES DBA PAPER & PETALS	1419 BURLINGAME AVE # I	1	1440	125	150	275	0.003242
THE TAILOR & THE COBBLER	1419 BURLINGAME AVE, # K	1	400	125	0	125	0.001474
HEALTHY HORIZONS [PENIN BREASTFEEDING]	1432 BURLINGAME AVE	1	900	125	100	225	0.002653
WELLS FARGO BANK NA	1435 BURLINGAME AVE	1	5500	125	600	725	0.008547
MORNING GLORY	1436 BURLINGAME AVENUE	1	1350	125	150	275	0.003242
PAPER CAPER	1442 BURLINGAME AVE	1	1160	125	150	275	0.003242
SAPORE ITALIANO DBA MAMME INC	1447 BURLINGAME AVE	1	1200	125	150	275	0.003242
PANDA EXPRESS #907	1453 BURLINGAME AVE	1	2475	125	250	375	0.004421
BEVMO	1462 BURLINGAME AVE	1	6760	125	600	725	0.008547
GENEVE JEWELERS - GOLDSMITHS	291 PRIMROSE RD	2	675	100	80	180	0.002122
PRIMROSE TAILOR CLEANERS	1475 BURLINGAME AVENUE	1	800	125	100	225	0.002653
PACIFIC BELL TELEPHONE COMPANY	1476 BURLINGAME AVE	1	10000	125	600	725	0.008547
HERIZ MUSIC & ART	210 CALIFORNIA DR.	2	2850	100	240	340	0.004008
HERIZ RUGS	218 CALIFORNIA DR	2	600	100	80	180	0.002122



Name	Location	Zone	Sq Ft	Base	Surcharge	Total	Weighted Vote
SAKAE	243 CALIFORNIA DR.	2	875	100	80	180	0.002122
CHRISTIE'S	245 CALIFORNIA DR	2	1325	100	120	220	0.002594
REBARTS INTERIORS - HUNTER DOUGLAS	1227 BURLINGAME AVE	1	1400	125	150	275	0.003242
VIVAAA FOR HAIR	345 CALIFORNIA DR	2	600	100	80	180	0.002122
STACKS RESTAURANT	361 CALIFORNIA DRIVE	2	3906	100	320	420	0.004951
TIP N TOE SALON	1401 CHAPIN AVE	2	315	100	0	100	0.001179
FIDELITY BROKERAGE - FIDELITY INVESTMENTS	1411 CHAPIN AVE	2	2688	100	240	340	0.004008
COLDWELL BANKER	1427 CHAPIN AVE	2	5175	100	440	540	0.006366
JP MORGAN CHASE BANK, N.A.	1430 CHAPIN AVE	2	4840	100	400	500	0.005894
BAY CITY MEDICAL SUPPLIES	1465 CHAPIN AVE #A	2	2128	100	200	300	0.003537
ALBECO INC DBA MOLLIE STONE'S MARKET	1477 CHAPIN AVE	2	22500	100	480	580	0.006838
DIDI SALON	1221 DONNELLY AVE	2	1250	100	120	220	0.002594
WALGREEN'S 0086	260 EL CAMINO REAL	2	10000	100	480	580	0.006838
BANK OF AMERICA	400 EL CAMINO REAL	2	6944	100	480	580	0.006838
TOMOKAZU JAPANESE CUISINE	1101 HOWARD AVE	2	3219	100	280	380	0.004480
SOLO BAMBINI	1150 HOWARD AVE	2	800	100	80	180	0.002122
NUANCE DESIGN JEWELERS	1152 HOWARD AVE	2	560	100	80	180	0.002122
MARLINDA SKIN & BODY CARE - MOD	1199 HOWRD AVE #101	2	750	100	80	180	0.002122
AQUA NAIL SALON	1234 HOWARD AVE	2	1925	100	160	260	0.003065
THE UPS STORE #2354	1325 HOWARD AVE	2	1225	100	120	220	0.002594
UNITED STUDIOS OF DEFENSE	1345 HOWARD AVE	2	1330	100	120	220	0.002594
COMERICA BANK/CBRE	1351 HOWARD AVE	2	5035	100	440	540	0.006366
SAFEWAY STORES, INC. #1547	1450 HOWARD AVE	2	40000	100	480	580	0.006838
KERN JEWELERS	214 LORTON AVE	2	3000	100	280	380	0.004480
THE CUT BARBER SHOP	218 LORTON AVE	2	625	100	80	180	0.002122
PADDY FLYNN'S	246 LORTON AVE	2	825	100	80	180	0.002122
HOUSE OF BAGELS	260 LORTON AVE	2	1425	100	120	220	0.002594
THERAPY STORES, INC	1348 BURLINGAME AVE	1	1500	125	200	325	0.003831
PATRONIK DESIGNS	314 LORTON AVE	2	1105	100	120	220	0.002594
CLASSIC KIDS LLC	315 LORTON AVE	2	1560	100	160	260	0.003065
IL FORNAIO	327 LORTON AVE	2	8883	100	480	580	0.006838
BMO	149 PARK RD	2	5426	100	440	540	0.006366
CARR, MCCLELLAN, INGERSOLL, THOMPSON & HORN	216 PARK RD	2	4665	100	400	500	0.005894
VINYL ROOM	221 PARK RD	2	1600	100	160	260	0.003065
BURLINGAME ACE HARDWARE	235 PARK RD	2	3225	100	280	380	0.004480
YVES DELORME INC	238 PARK ROAD	2	2100	100	200	300	0.003537
CITIBANK, N.A.	210 PRIMROSE RD	2	4400	100	360	460	0.005423



Name	Location	Zone	Sq Ft	Base	Surcharge	Total	Weighted Vote
THE STUDIO SHOP	244 PRIMROSE RD	2	1110	100	120	220	0.002594
MARGARET O'LEARY INC	263 PRIMROSE RD	2	950	100	80	180	0.002122
BLOOMING VASE	269 PRIMROSE RD	2	1610	100	160	260	0.003065
L'VIAN	317 PRIMROSE RD	2	625	100	80	180	0.002122
BARRACUDA SUSHI JAPANESE RESTAURANT	347 PRIMROSE RD #B	2	1875	100	160	260	0.003065
CITY NATIONAL BANK	1450 CHAPIN AVE #100	3	0	100	0	100	0.001179
GREEN BANKER	398 PRIMROSE RD	2	4515	100	400	500	0.005894
FIDELITY NATIONAL TITLE	405 PRIMROSE RD #100	2	1540	100	160	260	0.003065
A RUNNER'S MIND	1111 HOWARD AVE	2	1700	100	160	260	0.003065
THE SKIN CARE CLINIC / CLAUDIA PANITTO	1475 BURLINGAME AVE # D	2	2279	100	200	300	0.003537
TRITERRA REALTY GROUP, INC.	1105 BURLINGAME AVE	3	0	100	0	100	0.001179
DIAMONDS FINE HAND AND FOOT SPA	1110 BURLINGAME AVE # 103	3	0	100	0	100	0.001179
RB'S THREADING STUDIO	1110 BURLINGAME AVE # 107	3	0	100	0	100	0.001179
DON SNIDER & ASSOCIATES	1110 BURLINGAME AVE # 213	3	0	100	0	100	0.001179
THE ZEKA GROUP INC.	1110 BURLINGAME AVE # 400	3	0	100	0	100	0.001179
KARP COMPANIES/CALIF. REALTY	1209 BURLINGAME AVE	3	0	100	0	100	0.001179
WATCH GALLERY	1375 BURLINGAME AVE-LOWER LEVEL	3	0	100	0	100	0.001179
OSBORNE INSURANCE AGENCY	1419 BURLINGAME AVE # O	3	0	100	0	100	0.001179
RMC REAL ESTATE LOANS	1419 BURLINGAME AVE # R	3	0	100	0	100	0.001179
FOX MALL MANAGEMENT	1419 BURLINGAME AVE # X	3	0	100	0	100	0.001179
THE TRIMM-WAY	1419 BURLINGAME AVE # Y	3	0	100	0	100	0.001179
MICHAEL SULPIZIO, CPA	1419 BURLINGAME AVE-2ND FL	3	0	100	0	100	0.001179
BAY AREA NATURAL MEDICINE	1419 BURLINGAME AVE #S	3	0	100	0	100	0.001179
SAMMY C. YIM	1419 BURLINGAME AVE SUITE P	3	0	100	0	100	0.001179
BR COMMERCIAL	1408 CHAPIN AVE # 4	3	0	100	0	100	0.001179
B & N INDUSTRIES INC ET AL	1409 CHAPIN AVE	3	0	100	0	100	0.001179
FIRST AMERICAN TITLE COMPANY	1440 CHAPIN AVE # 350	3	0	100	0	100	0.001179
ST CLAIR'S	1215 DONNELLY AVE.	3	0	100	0	100	0.001179
INTERNATIONAL BEVERAGE	1199 HOWARD AVENUE #350	3		100	0	100	0.001179
ICHINYOSHA INTERNATIONAL U.S.A., INC.	1200 HOWARD AVE #203	3	0	100	0	100	0.001179
CAPITAL REALTY GROUP	1200 HOWARD AVE #204 & 207	3	0	100	0	100	0.001179
M H PODELL CO	1201 HOWARD AVE # 300	3	0	100	0	100	0.001179
TALK [TEACHING & ASSESSING LANGUAGE FOR KIDS]	1209 HOWARD AVE # 203	3	0	100	0	100	0.001179
EFLEXSERVICES INC	1220 HOWARD AVE #220	3	0	100	0	100	0.001179
CHASE BERENSTEIN & MURRAY - LAW ET AL	1220 HOWARD AVE # 250	3	0	100	0	100	0.001179
ROCKY COLOGNE'S COMEDY TRAFFIC SCHOOL	1243 HOWARD AVE # A	3	0	100	0	100	0.001179
SAM FERDOWS - ATTORNEY AT LAW	1290 HOWARD AVE # 327	3	0	100	0	100	0.001179



Name	Location	Zone	Sq Ft	Base	Surcharge	Total	Weighted Vote
LAW OFFICE OF MICHAEL D LIBERTY	1290 HOWARD AVE # 303	3	0	100	0	100	0.001179
SCHEINHOLTZ ASSOCIATES	1319 HOWARD AVE	3	0	100	0	100	0.001179
KATHY NAIL PEDICURE SPA	1345 HOWARD AVE #101	3	0	100	0	100	0.001179
LANDSCAPE REFLECTIONS	1345 HOWARD AVE # 203	3	0	100	0	100	0.001179
MORGAN STANLEY SMITH BARNEY, LLC.	216 LORTON AVE	3	0	100	0	100	0.001179
DANLI CHIROPRACTIC & WELLNESS	340 LORTON AVE # 203	3	0	100	0	100	0.001179
EDU - THERAPY/ DARLENE ROSE DEMARIA	340 LORTON AVE # 204	3	0	100	0	100	0.001179
JC INTERNATIONAL	340 LORTON AVE # 207	3	0	100	0	100	0.001179
WARREN K WOO, ATTY AT LAW	340 LORTON AVE # 214	3	0	100	0	100	0.001179
PENINSULA PSYCHIATRIC PRACTICE	345 LORTON AVE #104	3	0	100	0	100	0.001179
MCGUIGAN & MCGUIGAN, CPA	345 LORTON AVE #205	3	0	100	0	100	0.001179
DANIEL C MORENO CPA	180 PARK RD	2	900	100	80	180	0.002122
HADIA MAKDISI	1199 HOWARD AVE #103	3	0	100	0	100	0.001179
THE LASH BAR	1229 BURLINGAME AVE #202	3	0	100	0	100	0.001179
PRIMROSE ALLOYS INC	330 PRIMROSE RD #205	3	0	100	0	100	0.001179
KEENAN CAPITAL	1229 BURLINGAME AVE 201	3	0	100	0	100	0.001179
K & E MANAGEMENT LTD	330 PRIMROSE RD #404	3	0	100	0	100	0.001179
GRIFFITHS - GOYETTE	330 PRIMROSE RD #614	3	0	100	0	100	0.001179
GILMARTIN GROUP	330 PRIMROSE RD #512	3	0	100	0	100	0.001179
NORTH AMERICAN TITLE INSURANCE CO	330 PRIMROSE RD #502	3	0	100	0	100	0.001179
BAYWOOD CAPITAL CORPORATION ET AL	330 PRIMROSE RD #508	3	0	100	0	100	0.001179
STUDIO 401	1199 HOWARD AVE #102	2	750	100	80	180	0.002122
STELLA	1448 BURLINGAME AVE	1	4400	125	450	575	0.006779
PAMELA A CRONIN	405 PRIMROSE ROAD # 212	3	0	100	0	100	0.001179
MARIANNA MARSHA MEDNIKN, PHD	405 PRIMROSE ROAD # 214	3	0	100	0	100	0.001179
HENRY HORN & SONS, INC.	405 PRIMROSE ROAD # 300	3	0	100	0	100	0.001179
PAULA ZIMMERMAN, MFT	405 PRIMROSE ROAD # 306	3	0	100	0	100	0.001179
KATHERINE MAYER M.A., M.F.T	405 PRIMROSE ROAD # 308	3	0	100	0	100	0.001179
KAREN S ROBSON MA	405 PRIMROSE ROAD # 309	3	0	100	0	100	0.001179
DAVID LIN, PSY	405 PRIMROSE RD #310	3	0	100	0	100	0.001179
DEBORAH A SIMMONS MFT	405 PRIMROSE ROAD # 313	3	0	100	0	100	0.001179
SAM MALOUF	1460 BURLINGAME AVE	1	3064	125	350	475	0.005600
PET FOOD EXPRESS	261 PARK ROAD	2	6324	100	480	580	0.006838
1199 HOWARD LLC	330 PRIMROSE RD #606	3	0	100	0	100	0.001179
DEL OLIVA	1440 BURLINGAME AVE	1	1500	125	200	325	0.003831
SALON LE ROUGE & SPA	1375 BURLINGAME AVE #205	3	0	100	0	100	0.001179
MOBIUS HOLDINGS, LLC	1290 HOWARD AVE #323	3	0	100	0	100	0.001179



Name	Location	Zone	Sq Ft	Base	Surcharge	Total	Weighted Vote
FRANCESCA'S COLLECTIONS	1235 BURLINGAME AVE	1	1750	125	200	325	0.003831
JUMPSTART MD	350 LORTON AVE	3	0	100	0	100	0.001179
LYMELIGHT FOUNDATION INC	1229 BURLINGAME AVENUE #205	3	0	100	0	100	0.001179
TERRA TEAK AND GARDEN	1320 BURLINGAME AVENUE	1	3200	125	350	475	0.005600
HALO BLOW DRY BAR	311 PRIMROSE RD	2	1500	100	160	260	0.003065
TAMER MICKEL SALON & BEAUTY	264 LORTON AVE	2	2000	100	200	300	0.003537
BARRELHOUSE	305 CALIFORNIA DR	2	1585	100	160	260	0.003065
MILLIE MANGO	1419 BURLINGAME AVE STE L	1	2000	125	250	375	0.004421
LELAND TEA COMPANY	1223 DONNELLY	3	0	100	0	100	0.001179
DEJA VU	1109 BURLINGAME AVE	1	720	125	100	225	0.002653
FIVE GUYS BURGERS AND FRIES	203 PRIMROSE RD	2	2001	100	200	300	0.003537
PIZZA MY HEART	235 PRIMROSE RD	2	2200	100	200	300	0.003537
FRINGE SALON	371 PRIMROSE RD	2	480	100	0	100	0.001179
US BANK	1410 HOWARD AVE	2	1500	100	160	260	0.003065
COCONUT BAY COMPANY INC.	1107 HOWARD AVE	2	5000	100	440	540	0.006366
ANDRA NORRIS GALLERY	311 LORTON AVE	2	1105	100	120	220	0.002594
BLUE LINE PIZZA	1108 BURLINGAME AVE	1	2519	125	300	425	0.005010
MIA BELLA BOUTIQUE SALON	1375 BURLINGAME AVE #288-B	3		100	0	100	0.001179
TORA TRADING SERVICES, LLC	1440 CHAPIN AVE #205	3	0	100	0	100	0.001179
OLD REPUBLIC TITLE COMPANY	330 PRIMROSE RD #301	3		100	0	100	0.001179
XL SALON	222 LORTON AVE	2	1000	100	120	220	0.002594
YEAMAC	277 PRIMROSE RD	2	825	100	80	180	0.002122
ONE MEDICAL GROUP	329 PRIMROSE RD	2	3191	100	280	380	0.004480
PIZZERIA DELFINA	1444 BURLINGAME AVE	1	2000	125	250	375	0.004421
FIVE LITTLE MONKEYS	1111 BURLINGAME AVE	1	1680	125	200	325	0.003831
IDEAL EYES OPTOMETRY	1403 BURLINGAME AVE	1	790	125	100	225	0.002653
NEW FRONTIER FOOD INC	1424 CHAPIN AVE	3	0	100	0	100	0.001179
PURE BARRE BURLINGAME	1440 CHAPIN AVE #100	3	0	100	0	100	0.001179
TPUMPS, LLC	1118 BURLINGAME AVE	1	1000	125	150	275	0.003242
ANDREW LEI, CPA	345 LORTON AVE #305	3	0	100	0	100	0.001179
RECONNECT HAIR DESIGN	256 LORTON AVE	2	1200	100	120	220	0.002594
WOWPRETTY PROFESSIONAL MAKEUP AND HAIR	1200 HOWARD AVE #103	2	675	100	80	180	0.002122
SAFFRON	209 PARK ROAD	2	1075	100	120	220	0.002594
HIGHLAND REALTY CAPITAL	301 CALIFORNIA DR #4	3	0	100	0	100	0.001179
OCCIDENTAL ASSET MANAGEMENT LLC	301 CALIFORNIA DR #9	3	0	100	0	100	0.001179
LAW OFFICE OF DAVID MAGNUSON	345 LORTON AVE #201	3	0	100	0	100	0.001179
LUXE	359 PRIMROSE RD	2	481	100	0	100	0.001179



Name	Location	Zone	Sq Ft	Base	Surcharge	Total	Weighted Vote
PACIFIC NEUROSURGERY	345 LORTON AVE #102	3	0	100	0	100	0.001179
PRIME COMMS RETAIL, LLC.	221 PRIMROSE RD	2	1800	100	160	260	0.003065
VICTRA	1344 BURLINGAME AVE	1	1850	125	200	325	0.003831
A-1 CLEANERS	240 PRIMROSE RD	2	1056	100	120	220	0.002594
LES DEUX COPINES	1433 BURLINGAME AVE	1	1120	125	150	275	0.003242
ASLAM'S RASOI 2 INC	1425 BURLINGAME AVE	1	2970	125	300	425	0.005010
LYNNE RUPPEL, LEARNING SPECIALIST	340 LORTON AVE #206	3	0	100	0	100	0.001179
ROYAL LOAN LLC & ROYAL LOAN CO.	1419 BURLINGAME AVE #F	3	0	100	0	100	0.001179
CREATIVE PLANNING	333 LORTON AVE	2	2950	100	240	340	0.004008
PAMPERED & POLISHED	363 PRIMROSE RD	2	500	100	80	180	0.002122
TAMIKA NAILS AND SPA	1129 HOWARD AVE	2	1598	100	160	260	0.003065
KELLER WILLIAMS REALTY	1430 HOWARD AVE	3	0	100	0	100	0.001179
CODY INVESTIGATIVE GROUP, INC	405 PRIMROSE RD #317	3	0	100	0	100	0.001179
IKE'S LOVE & SANDWICHES	1400 HOWARD AVE	2	1000	100	120	220	0.002594
SHAMA THAI MASSAGE	1100 HOWARD AVE #B	2	947	100	80	180	0.002122
AERIAL SPA LOUNGE	401 PRIMROSE RD #H	3	0	100	0	100	0.001179
JOSEPH V. ZACCONE, CPA	330 PRIMROSE RD #504	3	0	100	0	100	0.001179
PHILZ COFFEE, INC	305 PRIMROSE RD	2	1000	100	120	220	0.002594
ALL FIRED UP	344 LORTON AVE	2	925	100	80	180	0.002122
LIMON ROTISserie	1101 BURLINGAME AVE	1	2496	125	250	375	0.004421
AMASIA	301 CALIFORNIA DR #1	3	0	100	0	100	0.001179
FARM AND VINE	250 LORTON AVE	2	1550	100	160	260	0.003065
VINEYARD VINES RETAIL, LLC.	1420 BURLINGAME AVE	1	2760	125	300	425	0.005010
RISE PIZZERIA	1451 BURLINGAME AVE	1	1800	125	200	325	0.003831
TECHLOOP IPHONE,IPAD,MAC,PC REPAIR AND SALES	1419 BURLINGAME AVE #AA	1	800	125	100	225	0.002653
PENINSULA PSYCHIC CENTER	1419 BURLINGAME AVE #C	3	0	100	0	100	0.001179
PARK & HOWARD BISTRO	1300 HOWARD AVE	2	1640	100	160	260	0.003065
OCEAN HONDA OF BURLINGAME	200 CALIFORNIA DR	2	10000	100	480	580	0.006838
MULBERRY'S	251 PRIMROSE RD	2	725	100	80	180	0.002122
NICOLE NICOLE LILLES SALON & COLOR LOUNGE	1419 BURLINGAME AVE #T	3	0	100	0	100	0.001179
CJ'S GOURMET DELI	290 PRIMROSE RD	2	525	100	80	180	0.002122
ATHLETA #4630	1300 BURLINGAME AVE	1	2800	125	300	425	0.005010
CALIFORNIA CLOSETS - CA177	247 CALIFORNIA DR	2	1875	100	160	260	0.003065
ASIAN BOX	1401 BURLINGAME AVE	1	1449	125	150	275	0.003242
PROJECT ZEN WELLNESS	318 LORTON AVE	2	1000	100	120	220	0.002594
JOE & THE JUICE SFO LLC	1395 BURLINGAME AVE	1	2973	125	300	425	0.005010
CAFFE CENTRAL	1380 BURLINGAME AVE	1	1965	125	200	325	0.003831



Name	Location	Zone	Sq Ft	Base	Surcharge	Total	Weighted Vote
SEESAW PSYCHOLOGY GROUP	309 PRIMROSE RD	2	2145	100	200	300	0.003537
JEWELS OF MONACO, INC.	253 PARK RD	2	450	100	0	100	0.001179
BLUEMERCURY	1319 BURLINGAME AVE	1	2250	125	250	375	0.004421
SALON STILO	1200 HOWARD AVE #105	3	0	100	0	100	0.001179
SALTYARD RESTAURANT & WINE BAR	322 LORTON AVE	2	2400	100	200	300	0.003537
BY BONNIE	330 PRIMROSE RD #407	3	0	100	0	100	0.001179
GOODWATER CAPITAL	240 LORTON AVE, 3RD FL	3	0	100	0	100	0.001179
THE SHADE STORE, LLC	1405 BURLINGAME AVE	1	916	125	100	225	0.002653
AJ TUTORING	1199 HOWARD AVE #250	3	0	100	0	100	0.001179
BALLAST POINT FINANCIAL PLANNING	340 LORTON AVE #216	3	0	100	0	100	0.001179
GEKAKIS & COMPANY	345 LORTON AVE #204	3	0	100	0	100	0.001179
FLORAL ART + DECOR	1414 BURLINGAME AVE	1	960	125	100	225	0.002653
SALT & STRAW LLC	1309 BURLINGAME AVE	1	1096	125	150	275	0.003242
QUADRIC.IO, INC.	330 PRIMROSE RD #306	3	0	100	0	100	0.001179
INTERO REAL ESTATE SERVICES	200 PARK RD	3	0	100	0	100	0.001179
DEWEY LAND COMPANY	240 LORTON AVE, 4TH FLR	3	0	100	0	100	0.001179
BARRY'S	1333 HOWARD AVE	2	2450	100	200	300	0.003537
NEVIEW CAPITAL MANAGEMENT, LLC.	1201 HOWARD AVE #101	3	0	100	0	100	0.001179
TUNA KAHUNA	1117 BURLINGAME AVE	1	780	125	100	225	0.002653
EDDY'S BARBER SHOP	1200 HOWARD AVE #106	2	500	100	80	180	0.002122
JARIS INC.	1409 CHAPIN AVE, MEZZANINE	3		100	0	100	0.001179
BASECAMP FITNESS, LLC.	261 CALIFORNIA DRIVE	2	6000	100	480	580	0.006838
FUTURE WORLD STUDIOS	340 LORTON AVE #210	3		100	0	100	0.001179
JB INVESTMENT CO.	1220 HOWARD AVE #201	3		100	0	100	0.001179
CHERIMOYA	1407 BURLINGAME AVE	1	1200	125	150	275	0.003242
THE CLASSIC BARBER	229 PARK RD	2	330	100	0	100	0.001179
SKINSPIRIT ESSENTIAL, LLC.	1375 BURLINGAME AVE #A	1	3880	125	400	525	0.006189
VELVET 48	310 LORTON AVE	2	1105	100	120	220	0.002594
TEMPUR RETAIL STORES	1422 BURLINGAME AVE	1	2500	125	300	425	0.005010
LA VIE NAIL BAR	1217 BURLINGAME AVE	1	1000	125	150	275	0.003242
JANIE AND JACK #0938	1202 BURLINGAME AVE	1	1240	125	150	275	0.003242
MEDITERRANEAN KITCHEN - CARGO INC.	270 LORTON AVE	2	2000	100	200	300	0.003537
MONZOE NAIL SPA	308 LORTON AVE	2	950	100	80	180	0.002122
STRETCH LAB	217 PRIMROSE RD	2	900	100	80	180	0.002122
ARTISAN PARTNERS LIMITED	1204 BURLINGAME AVE #8, 9, 10	3		100	0	100	0.001179
DR. SARA SAATCHI	1408 CHAPIN AVE #5	3		100	0	100	0.001179
MADEWELL	1234 BURLINGAME AVE	1	2160	125	250	375	0.004421



Name	Location	Zone	Sq Ft	Base	Surcharge	Total	Weighted Vote
REVI, INC.	330 PRIMROSE RD #217	3		100	0	100	0.001179
TWO RAVENS CAPITAL, LLC.	330 PRIMROSE RD #406	3		100	0	100	0.001179
A.W. DEVELOPMENT	330 PRIMROSE RD #409-B	3		100	0	100	0.001179
NICK DELIS CO, INC.	347 PRIMROSE RD	2	787	100	80	180	0.002122
COMPASS	1440 CHAPIN AVE	3		100	0	100	0.001179
IFS COLLECTIVE	330 PRIMROSE ROAD #505	3		100	0	100	0.001179
MYKONOS MEZE HOUSE	226 LORTON AVENUE	2	2000	100	200	300	0.003537
REBECA APTEKAR PSYD	1290 HOWARD AVE #204	3		100	0	100	0.001179
D & A HAIR ARTISTRY LLC	1419 BURLINGAME AVE	3		100	0	100	0.001179
BURLINGAME OPTOMETRY	411 PRIMROSE RD	2	900	100	80	180	0.002122
WARBY PARKER	1400 BURLINGAME AVE	1	1000	125	150	275	0.003242
BLEACHED	247 PARK RD	3		100	0	100	0.001179
MASALA DESI CAFE	321 PRIMROSE RD	2	845	100	80	180	0.002122
ANTHEM HOME	1208 DONNELLY AVE	2	4750	100	400	500	0.005894
GAVILAN INVESTMENT PARTNERS	330 PRIMROSE RD	3		100	0	100	0.001179
GRUPOLOGY	1419 CHAPIN AVE #101	3		100	0	100	0.001179
GUARANTEED RATE AFFINITY	401 PRIMROSE RD #J	3		100	0	100	0.001179
NATURAL BRONZING TANNING	1140 HOWARD AVE	2	2125	100	200	300	0.003537
BUSY LIZZY'S BAKED GOODS	1231 BURLINGAME AVE	1	600	125	100	225	0.002653
PIPER SANDLER & CO	1409 CHAPIN AVE #200	3		100	0	100	0.001179
LYDIAN ACADEMY, LLC	205 PARK RD	3		100	0	100	0.001179
SHARON'S BEAUTY	1100 HOWARD AVE #C	2	1430	100	120	220	0.002594
VILLAGE COACHES LLC	251 PARK RD #200	3		100	0	100	0.001179
SCOOP PILATES	401 PRIMROSE RD #A	3		100	0	100	0.001179
INKED BEAUTY BAR	1419 BURLINGAME AVE #P1	3		100	0	100	0.001179
JESSIE LIU COLLECTION	347 PRIMROSE RD #C	2	900	100	80	180	0.002122
BAY AREA MARRIAGE & FAMILY THERAPY INC	405 PRIMROSE RD #314	3		100	0	100	0.001179
CHRISTINE TAM PSYCHOTHERAPY	405 PRIMROSE RD #318	3		100	0	100	0.001179
MARIANNE SCHEMBRI, LMFT	405 PRIMROSE ROAD, #206	3		100	0	100	0.001179
REAL PROPERTY MANAGEMENT MID-PENINSULA	405 PRIMROSE RD STE 209	3		100	0	100	0.001179
INSPIRATION VENTURE PARTNERS	330 PRIMROSE RD STE 612	3		100	0	100	0.001179
BAY AREA REPRODUCTIVE HEALTHCARE	345 LORTON AVE STE 101	3		100	0	100	0.001179
DBM CLOUD SYSTEMS	345 LORTON AVE #401	3		100	0	100	0.001179
REGINA BOOKS + OPERATING	251 PARK RD #600	3		100	0	100	0.001179
CAFFE STELLATO	1112 BURLINGAME AVE	1	420	125	0	125	0.001474
SEV LASER AESTHETICS	1445 BURLINGAME AVE	1	2120	125	250	375	0.004421
RELIANCE CLOTHING	1350 BURLINGAME AVE	1	2000	125	250	375	0.004421



Name	Location	Zone	Sq Ft	Base	Surcharge	Total	Weighted Vote
ITOYA TOPDRAWER CORP	1311 BURLINGAME AVE	1	522	125	100	225	0.002653
BRIDGESPAN TECHNOLOGIES	1290 HOWARD AVE #302	3		100	0	100	0.001179
CROWN CASTLE USA	1110 BURLINGAME AVE #300	3		100	0	100	0.001179
MASSAGE ENVY	1209 HOWARD AVE	2	2000	100	200	300	0.003537
AKCOK LAW OFFICES	330 PRIMROSE RD #510	3		100	0	100	0.001179
COPENHAGEN BAKERY & CAFE	1216 BURLINGAME AVE	1	4500	125	500	625	0.007368
BOUDOIR BY LILY	1214 BURLINGAME AVE #2	2	250	100	0	100	0.001179
GOLDEN GATE SOTHEBY'S INT'L REALTY	360 PRIMROSE RD	2	4200	100	360	460	0.005423
SOUTHERN TANS	401 PRIMROSE RD #C	3		100	0	100	0.001179
SUPERFOODS GROUP BURLINGAME LLC	225 PRIMROSE RD	2	1000	100	120	220	0.002594
MINTS AND HONEY	1166 HOWARD AVE	2	1944	100	160	260	0.003065
3PRONG INC	1375 BURLINGAME AVE #L2	3		100	0	100	0.001179
MODA WELLNESS	3445 LORTON AVE #304	3		100	0	100	0.001179
BABYBAYVAL NAIL STUDIO & ACADEMY	1419 BURLINGAME AVE #V	3		100	0	100	0.001179
ARC70 CAPITAL LLC	250 CALIFORNIA DR	2		100	0	100	0.001179
SUNRIGHT TEA STUDIO	346 LORTON AVE	2	1000	100	120	220	0.002594
MAISON ALYZEE BURLINGAME LLC	1208 BURLINGAME AVE	1	1480	125	150	275	0.003242
MANCINI'S SLEEPWORLD INC	1426 BURLINGAME AVE	1	8000	125	600	725	0.008547
THE NOW BURLINGAME	1429 BURLINGAME AVE	1	2860	125	300	425	0.005010
URBAN KITCHEN	1152 BURLINGAME AVE	1	3000	125	350	475	0.005600
TWELVEMONTH	330 LORTON AVE	2	4212	100	360	460	0.005423
BLUE JUNIPER WELLNESS	251 PARK RD #251-2	3		100	0	100	0.001179
PAPER SOURCE LLC	1325 BURLINGAME AVE	1	3650	125	400	525	0.006189
RESTAURANTE GUATAMALTECO EL	216 CALIFORNIA DR	2	300	100	0	100	0.001179
CITY NEEDLEWORK LLC	1375 BURLINGAME AVE #202B	3		100	0	100	0.001179
CMX BEAUTY	1403 CHAPIN AVE.	2	315	100	0	100	0.001179
CHOUCHOU FRENCH BISTRO	401 PRIMROSE RD #D/E	3		100	0	100	0.001179
SOLA SALON	218 PRIMROSE RD	2	7000	100	480	580	0.006838
URBAN PET INC	220 PRIMROSE RD	2	1000	100	120	220	0.002594
BURLINGAME TOBACCONISTS	1404 BURLINGAME AVE	1	488	125	0	125	0.001474
LUGGAGE CENTER SHERRPA LLC	1207 BURLINGAME AVE	1	1840	125	200	325	0.003831
PENFLORA DESIGNS	1243 HOWARD AVE	2	1000	100	120	220	0.002594
REALTY ONE GROUP EXTREME	407 PRIMROSE RD	2	474	100	0	100	0.001179
VLEEK BEAUTY LLC	1419 BURLINGAME AVE #D	3		100	0	100	0.001179
BACKHAUS LLC	261 CALIFORNIA DR	2	6000	100	480	580	0.006838
GIGGLEMUGS	1461 BURLINGAME AVE	1	1920	125	200	325	0.003831
BERZIN AESTHETICS	1419 BURLINGAME AVE #M	3		100	0	100	0.001179



Name	Location	Zone	Sq Ft	Base	Surcharge	Total	Weighted Vote
FREEMODEL	1110 BURLINGAME AVE #2	3		100	0	100	0.001179
SESAME LABS	1290 HOWARD AVE #320	3		100	0	100	0.001179
CLEARSPED INC	405 PRIMROSE RD #320	3		100	0	100	0.001179
BABBLE SPEECH THERAPY	405 PRIMROSE RD #324	3		100	0	100	0.001179
ALICE LORRAINE SALON	1120 BURLINGAME AVE #100	3		100	0	100	0.001179
BARNES & NOBLE BOOKSELLERS INC	1232 BURLINGAME AVE	1	2160	125	250	375	0.004421
LEO EPP COMPANY INC	1220 HOWARD AVE #216	3		100	0	100	0.001179
ORANGE COAST TITLE COMPANY	398 PRIMROSE RD #220	3		100	0	100	0.001179
DABS INC	1375 BURLINGAME AVE #L1	2	500	100	80	180	0.002122
ARCHIVED SF	1419 BURLINGAME AVE #W	3		100	0	100	0.001179
ELEVEN & LUXE	251 PARK RD #710	3		100	0	100	0.001179
SKIN LAUNDRY	241 PRIMROSE RD	2	950	100	80	180	0.002122
COMMON METAL	1450 CHAPIN AVE #150	3		100	0	100	0.001179
GENESIS THERAPEUTICS	1440 CHAPIN AVE #385	3		100	0	100	0.001179
LOTUS FALAFEL & SHAWARMA	1107 BURLINGAME AVE	1	975	125	100	225	0.002653
MONDAY BEAUTY CO	211 PARK RD	2	400	100	0	100	0.001179
LUYI PILATES	1375 BURLINGAME AVE #202A	3		100	0	100	0.001179
BANK OF THE ORIENT	1423 BURLINGAME AVE	1	3000	125	350	475	0.005600
MISSION HOME REMODELING	405 PRIMROSE RD #312	3		100	0	100	0.001179
BAYSIDE COUNSELING	1204 BURLINGAME AVE #2	3		100	0	100	0.001179
LIU LAW FIRM, P.C.	1204 BURLINGAME AVE #3	3		100	0	100	0.001179
EXPANDING CAPITAL	1204 BURLINGAME AVE #5	3		100	0	100	0.001179
STRIKE GOLD ARTISTRY	218 PRIMROSE RD # 13	3		100	0	100	0.001179
ONYX SALON INC	1113 BURLINGAME AVE	1	1500	125	200	325	0.003831
GOOD THING COFFEE	341 PRIMROSE RD	2	720	100	80	180	0.002122
LOVE YOUR STORY	405 PRIMROSE RD #208	3		100	0	100	0.001179
LEVIT8 LOUNGE LLC	1200 HOWARD AVE #102	2	1900	100	160	260	0.003065
GREAT CLIPS	211 PRIMROSE RD	2	900	100	80	180	0.002122
NIHON X US INC	345 LORTON AVE #306	3		100	0	100	0.001179
NURSE NEXT DOOR SAN MATEO	1290 HOWARD AVE #201-H	3		100	0	100	0.001179
GREENBRIDGE FAMILY FOUNDATION	1229 BURLINGAME AVE #203	3		100	0	100	0.001179
STREAMLINE AI	1290 HOWARD AVE #319	3		100	0	100	0.001179
NEXT GEN FINANCE	330 PRIMROSE RD #202	3		100	0	100	0.001179
CAPRI LASAGNERIA	231 PARK RD	2	525	100	80	180	0.002122
ABERCROMBIE & FITCH	1218 BURLINGAME AVE	1	6043	125	600	725	0.008547
UME TEA	283 LORTON AVE	2	650	100	80	180	0.002122
AMPERSAND CAPITAL GROUP LP	1290 HOWARD AVE #201-D	3		100	0	100	0.001179



Name	Location	Zone	Sq Ft	Base	Surcharge	Total	Weighted Vote
KIMIKANA BEAUTY	1205 HOWARD AVE	2	1650	100	160	260	0.003065
STOCKTON SODA ASH PORT LLC	340 LORTON AVE #215	3		100	0	100	0.001179
TRUFFLE POKE BAR	1212 DONNELLY AVE	2	825	100	80	180	0.002122
DRYBAR BURLINGAME	245 PRIMROSE RD	2	950	100	80	180	0.002122
ANNA NEW YORK	1204 BURLINGAME AVE #7	3		100	0	100	0.001179
DUMPLING KITCHEN & BAR	1125 BURLINGAME AVE	1	1600	125	200	325	0.003831
OLIVE REALTY	251 PARKD RD #900	3		100	0	100	0.001179
IVANA'S INTERIORS	1204 BURLINGAME AVE #5A	3		100	0	100	0.001179
EMILY'S NAIL SPA	1304 HOWARD AVE	2		100	0	100	0.001179
SOLID FOUNDATION	1229 BURLINGAME AVE #204	3		100	0	100	0.001179
FAMILY CARE AT HOME	330 PRIMROSE RD #214	3		100	0	100	0.001179
RAYAF VENTURE INC	251 PARK RD #125	3		100	0	100	0.001179
CLEAN BINS LLC	251 PARK RD #550	3		100	0	100	0.001179
LASERAWAY MEDICAL GROUP, INC.	1411 BURLINGAME AVE	1	1073	125	150	275	0.003242
CLOUD 9 FOOT SPA BURLINGAME	1321 HOWARD AVE	2	800	100	80	180	0.002122
HAPPY LEMON BURLINGAME	1419 BURLINGAME AVE #A	1	800	125	100	225	0.002653
BUENA'S ORGANIC SOFT SERVE	1215 BURLINGAME AVE	1	1200	125	150	275	0.003242
THE CURIOSITY CENTER	1220 HOWARD AVE #230	3		100	0	100	0.001179
CANCER RESEARCH INSTITUTE	330 PRIMROSE RD #600	3		100	0	100	0.001179
WESTCORE STUDIO	190 PRIMROSE RD	2	1476	100	120	220	0.002594
ASH AND GOLD SALON	1375 BURLINGAME AVE #204B	3		100	0	100	0.001179
KOHLER SIGNATURE STORE HAJOCA CORPORATION	255 LORTON AVE	2	1000	100	120	220	0.002594
ENGELS AND VOELKERS	1408 Chapin Ave #1	3		100	0	100	0.001179
ROSE BOWLUS LAW	301 California Dr #7	3		100	0	100	0.001179
KMD ANTIQUES AND DESIGN ATELIER	275 Primrose Rd	2	550	100	80	180	0.002122
<b>393</b>				<b>41,525.00</b>	<b>43,300.00</b>	<b>84,825.00</b>	<b>1.000000</b>





# STAFF REPORT

AGENDA NO: 10b

MEETING DATE: September 15, 2025

**To:** Honorable Mayor and City Council

**Date:** September 02, 2025

**From:** Lisa K. Goldman, City Manager – (650) 558-7204  
Michael Guina, City Attorney – (650) 558-7204  
Neda Zayer, Community Development Director – (650) 558-7253

**Subject:** Adoption of a Resolution Adopting an Amended and Restated Conditional Use Permit for Enterprise Rent-A-Car Company for a Car Rental, Storage, and Repair Facility Located at 778 Burlway Road; CEQA Determination: Exempt Pursuant to State CEQA Guidelines Section 15301 (Class 1 – Existing Facilities);

Adoption of a Resolution Approving an Agreement Between the City of Burlingame and Enterprise Rent-A-Car Company for Development of the Property at 778 Burlway Road, and Authorizing the City Manager to Execute the Agreement

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## **RECOMMENDATION**

Staff recommends that the City Council adopt:

- A resolution amending and reinstating a Conditional Use Permit for a car rental, storage, and repair facility for Enterprise Rent-A-Car Company located at 778 Burlway Road and determining the project is exempt from CEQA pursuant to State CEQA Guidelines section 15301 (Class 1 – Existing Facilities).
- A resolution authorizing the City Manager to execute an Agreement with Enterprise Rent-a-Car regarding terms of development of the site.

## **BACKGROUND**

The 8.6-acre site located at 778 Burlway Road lies within the Bayfront Commercial (BFC) and Tidal Plain/Bay (TP/B) zoning districts. Enterprise Rent-A-Car currently operates a car rental, storage, and repair facility on the site under an existing Conditional Use Permit (CUP) that allows the business to continue operating the non-conforming use. Under the current Bayfront Commercial zoning and General Plan land use designation, car rental and storage facilities are not permitted. This area is instead envisioned for higher-intensity uses such as entertainment venues, restaurants, hotels and motels, retail establishments, and office developments.



## History

In 1985, Alamo Rent-A-Car assumed control of an existing car rental operation at 778 Burlway Road/1470 Bayshore Highway and the Conditional Use Permit (CUP) in place. The site supported a variety of functions, including administrative offices for Alamo Rent-A-Car, storage for up to 400 vehicles, maintenance of rental cars from both San Francisco International Airport (SFO) and the on-site fleet, and on-site rental services. In 2009, Enterprise Rent-A-Car acquired Alamo Rent-A-Car and assumed operations at the site.

Over the years, the City Council approved multiple amendments to the CUP (Resolution Nos. 66-2019, 008-2020, 122-2020), allowing for expansions and modifications to the operation to reflect proposed redevelopment of the site to a conforming use based on certain timelines. The timelines were delayed based on the need to evaluate alternative development plans, as well as delay caused by the COVID-19 pandemic.

Enterprise Rent-A-Car has continued to pursue the long-term redevelopment of the property. In partnership with Millennium Partners, the original developer of Burlingame Point, Enterprise Rent-A-Car is working to craft a development proposal that aligns with the permitted uses and long-term vision for the Bayfront Commercial zoning district and the broader Bayfront area.

To allow further time for a development proposal to materialize, and given the upcoming October 3, 2025 expiration of deadlines in the existing Conditional Use Permit, Enterprise Rent-A-Car is requesting an amendment to the existing Conditional Use Permit to modify the Conditions of Approval related to the timing triggers and financial obligations.

Staff is recommending that these timing and financial provisions be removed from the CUP and instead incorporated into a separate, stand-alone agreement with Enterprise. Under this approach, the CUP would only contain those Conditions of Approval pertaining to the ongoing operation and use of the site. Additional details regarding the proposed CUP amendment and restatement and the accompanying agreement are provided below.

## **DISCUSSION**

### **Conditional Use Permit**

As previously noted, Alamo Rent-A-Car has been operating a car rental, storage, and repair facility at 778 Burlway Road under a Conditional Use Permit (CUP) since 1985, and since 2008, as Enterprise Rent-A-Car. The facility primarily serves travelers from San Francisco International Airport (SFO). While most rental transactions occur directly at SFO, the Burlway Road site also houses a leasing office and administrative functions.

The majority of the fleet's storage and maintenance takes place at this location, which has the physical capacity to accommodate up to 800 vehicles. However, the current CUP limits on-site vehicle storage to 600 vehicles. This number includes vehicles undergoing maintenance, newly added fleet vehicles, and vehicles temporarily held during peak demand periods or awaiting transfer to SFO. Employee vehicles are not included in this total as they are parked separately in a



designated lot fronting Old Bayshore Highway. An employee parking lot provides 78 parking spaces.

No exterior modifications or changes to the current operation or site design are proposed. The facility will continue to operate under the same conditions and criteria previously approved in the existing CUP. The project plans (attached) reflect the same site configuration and layout that has been in place since 2003. Given that the car rental operations are a legal nonconforming use, the use cannot expand or be modified except under limited conditions, none of which are proposed. Instead, the owner intends to redevelop the property to conform to existing zoning regulations and has agreed to specific timeline(s) set forth by the City in a separate Agreement described below.

The attached draft resolution includes updated Conditions of Approval related to the operation and use of the property. These conditions govern various aspects of the facility's operations, including designated vehicle delivery locations and times, hours of operation, employee parking areas, maintenance of the property and adjacent Bay Trail, and a prohibition on any expansion or intensification of the use.

## Agreement

The current CUP contains terms for development of the site. In amending and restating the CUP, the development terms are now reflected in the proposed Agreement between Enterprise Rent-A-Car and the City. The major components of the Agreement are described below.

- *Annual Payment*

Beginning on October 1, 2025 ("Year 1"), Enterprise Rent-A-Car shall pay the City \$500,000 (the "Annual Fee"). The Annual Fee will increase by 5% each year through the fifth year, October 1, 2029 ("Year 5"). During this five-year period, Enterprise Rent-A-Car intends to proceed with development of a project on the site consistent with the current allowed uses on the Bayfront (an "Entitled Project"). Enterprise Rent-A-Car may pursue development of the Entitled Project on its own or with a development partner. The schedule of payments during the five-year period is summarized in the table below:

<b>Year 1 Annual Fee</b> (October 1, 2025)	<b>Year 2 Annual Fee</b> (October 1, 2026)	<b>Year 3 Annual Fee</b> (October 1, 2027)	<b>Year 4 Annual Fee</b> (October 1, 2028)	<b>Year 5 Annual Fee</b> (October 1, 2029)	<b>Year 6 and Beyond Annual Fees</b> (Beginning October 1, 2030, and every October 1 thereafter)
\$500,000	\$525,000	\$551,250	\$578,813	\$607,753	10% increase from preceding Annual Fee

Beginning in Year 6 (October 1, 2030), and annually on October 1 thereafter, the Annual Fee shall increase by 10% each year from the preceding Annual Fee.



The payment of the Annual Fee shall cease once Enterprise Rent-A-Car obtains its first vertical building permit for the Entitled Project, except that a prorated Annual Fee is due during any partial year.

However, if Enterprise Rent-A-Car fails to obtain a Certificate of Occupancy for the Entitled Project within five years of issuance of the first vertical building permit, the obligation for Enterprise Rent-A-Car to pay the Annual Fee, as well as the Flat Rentals Fee or the Gross Rentals Fee (described below), shall be reinstated until a Certificate of Occupancy for the Entitled Project is obtained.

- *Flat Rentals Fee, Gross Rentals Fee*

In addition to the Annual Fee, Enterprise Rent-A-Car shall pay to the City \$36,500 (the “Flat Rentals Fee”) every July 1, as long as the site remains a rental car facility. However, if 1% of Enterprise Rent-A-Car’s gross car rental revenue exceeds \$36,500 (excluding San Francisco Airport contracts), then instead of paying the Flat Rentals Fee, Enterprise Rent-A-Car shall pay 1% of the gross rentals (the “Gross Rentals Fee”).

As with the Annual Fee, payment of the Flat Rentals Fee or the Gross Rentals Fee will cease upon issuance of the first vertical building permit. However, if Enterprise Rent-A-Car does not obtain a Certificate of Occupancy within five years of issuance of that building permit, the obligation to pay the Flat Rentals Fee or the Gross Rentals Fee shall be reinstated until a Certificate of Occupancy for the Entitled Project is obtained.

- *Term of the Agreement*

The Initial Term of the Agreement is five years to allow Enterprise Rent-A-Car time to develop the Entitled Project. The term shall then automatically extend for one-year periods thereafter until Enterprise Rent-A-Car receives a Certificate of Occupancy for an Entitled Project.

- *Transfers and Assignments*

Enterprise Rent-A-Car shall have the right to assign or transfer its rights under the Agreement to a third party, including but not limited to Millennium Partners, subject to the consent and approval of the City.

## **Environmental Review**

The project is Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Class 1 – Existing Facilities) which consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. There is no proposed expansion of the existing facilities or structures onsite or intensification of the use. The proposed resolution would approve an agreement for redevelopment timelines, and any future redevelopment would be required to undergo CEQA review at the time of any discretionary approvals



**FISCAL IMPACT**

The City shall receive the Annual Payment, plus either the Flat Rentals Fee or the Gross Rentals Fee, as the case may be, in the amounts and for the period described above.

Exhibits:

- Resolution for Conditional Use Permit at 778 Burlway Road
  - Exhibit A – Project Plans
- Resolution for an Agreement with Enterprise Rent-A-Car
  - Agreement



## RESOLUTION NO.

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLINGAME AMENDING AND RESTATING A CONDITIONAL USE PERMIT FOR A CAR RENTAL, STORAGE AND REPAIR FACILITY FOR ENTERPRISE RENT-A-CAR COMPANY OF SAN FRANCISCO AT 778 BURLWAY ROAD, PROJECT NO. AMEND25-0003; CEQA DETERMINATION: EXEMPT PURSUANT TO STATE CEQA GUIDELINES SECTION 15301 (CLASS 1 – EXISTING FACILITIES)**

**WHEREAS**, an application has been made by Enterprise Rent-A-Car Company of San Francisco, on behalf of Property Owner, Vangaurd Real Estate Holdings, LLC for an Amendment to a Conditional Use Permit for a car rental, storage and repair facility on a 8.6 acre site in the BFC and TP/B (Bayfront Commercial and Tidal Plain/Bay) zoning district, APN: 026-113-510; and

**WHEREAS**, the property at 778 Burlway Road has been used for car rental, storage, and repair with a Conditional Use Permit since 1985, as a legal nonconforming use under the current BFC and TP/B zoning district; and

**WHEREAS**, the owner and City desire to bring the property into conformance with the Zoning Code and thus propose updating the existing Conditional Use Permit (CUP) and adoption of a separate agreement to govern the timelines and process by which such redevelopment will occur as well as the Property Owner's financial obligations; and

**WHEREAS**, on September 15, 2025, the City Council of the City of Burlingame held a duly noticed public hearing at which time it reviewed and considered the staff report and all other written materials and testimony presented at said hearing; and

**WHEREAS**, on September 15, 2025, the City Council of the City of Burlingame reviewed and considered a Categorical Exemption under Section 15301 (Class 1, Existing Facilities) for the Project; and

**NOW, THEREFORE**, the City Council of the City of Burlingame does here by resolve, find, determine and order as follows:

**SECTION 1:** The project is Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Class 1 – Existing Facilities) of the CEQA Guidelines which consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. There is no proposed expansion of the existing facilities or structures onsite or intensification of the use.

**SECTION 2:** City of Burlingame Municipal Code (BMC) authorizes the City Council, as Review Authority to amend and restate the Conditional Use Permit upon making certain findings. The City Council finds the following:

#### **CONDITIONAL USE PERMIT FINDINGS (BMC SECTION 25.66.060)**

1. *The proposed use is consistent with the General Plan and any applicable specific plan.*

The project site is located in the Bayfront Commercial and Baylands General Plan Land Use Designations and not located within a Specific Plan. The car rental, storage, and repair facility use was established prior to the current land use designations which became effective in 2019. The car rental, storage, and repair facility is considered a legal non-conforming use that was established through a Conditional Use Permit prior to 1985 and has continued to operate since that time. The use was legally established and can continue to operate under the conditions



established in this Conditional Use Permit, Article 5 – Nonconformities of Chapter 25 – Zoning of the Burlingame Municipal Code, and all other applicable local, State, and Federal requirements and agreements.

2. *The proposed use is allowed within the applicable zoning district and complies with all other applicable provisions of this Zoning Code and the Municipal Code.*

The project site is located in the Bayfront Commercial and Tidal Plain/Bay zoning district. The car rental, storage, and repair facility use was established prior to the current zoning districts and uses which became effective in 2021. The car rental, storage, and repair facility is considered a legal non-conforming use that was established through a Conditional Use Permit prior to 1985 and has continued to operate since that time. The use was legally established and can continue to operate under the conditions established in this Conditional Use Permit, Article 5 – Nonconformities of Chapter 25 – Zoning of the Burlingame Municipal Code, and all other applicable local, State, and Federal requirements and agreements.

3. *The design, location, size, and operating characteristics of the proposed activity will be compatible with the existing and future land uses in the vicinity.*

The 8.6-acre site is located adjacent to Old Bayshore Highway and within 1,200 feet of a northbound Highway 101 onramp, providing direct access to San Francisco International Airport—the primary destination for most rental car customers. The size of the property provides adequate space for vehicle inventory storage, repair operations, and employee parking, all without encroaching on surrounding streets or neighboring properties. The site is surrounded by airport-related uses, office buildings, hotels, and light industrial facilities, making it well-suited for this type of operation. Subject to the Conditions of Approval, the proposed car rental, storage, and repair facility is considered compatible with the surrounding land uses.

4. *The site is physically suitable in terms of:*

- a. *Its design, location, shape, size, and operating characteristics of the proposed use to accommodate the use, and all fences, landscaping, loading, parking, spaces, walls, yards, and other features required to adjust the use with the land and uses in the neighborhood;*
- b. *Streets and highways adequate in width and pavement type to accommodate public and emergency vehicle (e.g., fire and medical) access;*
- c. *Public protection services (e.g., fire protection, police protection, etc.); and*
- d. *The provision of utilities (e.g., potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal, etc.).*

The 8.6-acre site is located adjacent to Old Bayshore Highway and within 1,200 feet of a northbound Highway 101 onramp, providing direct access to San Francisco International Airport—the primary destination for most rental car customers. The site offers ample space to accommodate vehicle inventory storage, repair activities, and employee parking, all without impacting surrounding streets or neighboring properties. Adequate on-site fire lanes and access routes ensure emergency vehicles can reach all existing buildings and uses as needed. Additionally, the site is fully served by essential utilities and has been designed to comply with all applicable stormwater runoff and water discharge requirements.

5. *The measure of site suitability shall be required to ensure that the type, density, and intensity of use being proposed will not adversely affect the public convenience, health, interest, safety,*



*or general welfare, constitute a nuisance, or be materially injurious to the improvements, persons, property, or uses in the vicinity and zoning district in which the property is located.*

The subject property and proposed uses will not adversely impact surrounding properties or public convenience due to several key factors: its proximity to major thoroughfares, including Highway 101; the ample size of the site, which provides sufficient space for the intended operations; the nature of the proposed use; and the mandatory compliance with the Conditions of Approval outlined in the Conditional Use Permit Amendment.

**SECTION 3:** The City Council of the City of Burlingame after conducting the public hearing **HEREBY APPROVES** AMEND25-0003 subject to the following conditions:

### **CONDITIONS OF APPROVAL**

1. Project Description. The applicant shall comply with the project description, project plans entitled ANC Rental Corporation consisting of 5 pages dated January 2, 2003, and Conditions of Approval of this permit. Any changes from the project description, project plans, or Conditions of Approval, shall require an amendment.
2. Permit Supersedes. This Conditional Use Permit (AMEND25-0003) shall supersede any prior Conditional Use Permits, Conditional Use Permit Amendments, and Conditional Use Permit Extensions.
3. Hours of Operation. The car rental, maintenance and storage facility may be open for business from 6:00 a.m. to 10:30 p.m., seven days a week, and there shall be no more than 50 employees and 25 customers on-site at any one time.
4. Vehicle Storage. There shall be a maximum of 600 vehicles stored on-site at any one-time, including vehicles that are on-site for maintenance. There shall be a maximum of two vehicle carriers on-site to pick-up or deliver vehicles at any one time.
5. Vehicle Delivery. No vehicle inventory shall be loaded, unloaded or stored on any public street, in any public right-of-way, or in any public access area.
6. Vehicle Delivery Times. No vehicle carries or haulers shall arrive to or depart from the site to pick-up or deliver vehicles between the hours of 7:00 a.m. and 9:00 a.m. or 4:00 p.m. and 6:00 p.m. daily; and all such deliveries shall be made on-site without impact to the public street or right-of-way.
7. Employee Parking. All employees shall be required to park in the employee parking lot in the southwestern portion of the site consisting of 78 parking spaces which shall be made available 24 hours a day, seven days a week. The employee parking lot shall be designated with clear signage and employee vehicles shall have employee identification, such as stickers or tags, that are clearly visible.
8. Non-Conforming Use. There shall be no expansion, intensification or changes of use of the subject property, except to a permitted use under applicable zoning, as the allowed use under these provisions is non-conforming and subject to Article 5 – Nonconformities of Chapter 25 – Zoning of the Burlingame Municipal Code.
9. Fire Lane. The fire lane from the east end of the site to Burlway Road shall be maintained and unobstructed on a permanent basis as required by the Central County Fire Department and Public Works Department of the City of Burlingame.



10. Bay Trail. The property owner shall be responsible for the maintenance of the public access trail and improvements adjacent to the subject property for the life of the project and shall be liable for any damage caused to the public for failure to maintain these facilities to a safe standard.
11. Water Discharge. The property owner shall install and maintain on a regular basis as prescribed by the City's NPDES inspector, petroleum filter pillows in all parking lot catch basins throughout the site, that all water used for washing cars on site shall be recycled by a method approved by the City Engineer, and that failure to maintain the effectiveness of these systems on an on-going basis shall cause this Conditional Use Permit to be reviewed by the Review Authority.
12. Property Maintenance. The property shall be maintained in a clean and orderly manner at all times consistent with all applicable provisions of the Burlingame Municipal Code.

**SECTION 4:** This Conditional Use Permit approval shall be subject to revocation if the applicant fails to comply with the conditions listed herein at any time. If, at any time, the Community Development Director or City Council determine that there has been or may be a violation of the findings or conditions of this approval, or of the Zoning Regulations, a public hearing may be held before the City Council to review this approval pursuant to Zoning Regulation Section 25.88.050. At said hearing, the City Council may add conditions, or recommend enforcement actions, or revoke the approval entirely, as necessary to ensure compliance with the Zoning Regulations, and to provide for the health, safety, and general welfare of the community.

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Mayor

I, Meaghan Hassel-Shearer, City Clerk of the City of Burlingame, certify that the foregoing resolution was introduced at a regular meeting of the City Council, held on the 15<sup>th</sup> day of September, 2025, and was adopted thereafter by the following vote:

AYES:            Councilmembers:  
NOES:           Councilmembers:  
ABSENT:        Councilmembers:

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City Clerk

Exhibit:

- Exhibit A – Project Plans



# ABBREVIATIONS

A	A.B. Anchor Bolt	F	F.B.O. Fahrenheit	MBR. Member	R.F.H. Roof Hatch
AC	Acoustic	F.B.O.	Furnished by	M.C. Medicine Cabinet	R.F.L. Reflect (ed) (ive) (or)
A/C	Asphaltic Concrete	F.B.O.	Others	MECH. Medium	R.H. Right Hand
A.D.	Area Drain	F.B.O.	Firebrick	MEMB. Membrane	R.M. Room
ADJ.	Adjustable	F.B.O.	Foundation	MET. Metal	R.O. Rough Opening
AGGR.	Aggregate	F.B.O.	Fire Extinguisher	MFR. Manufacturer	R/W Right of Way
AL.	Aluminum	F.B.O.	Fiberglass	MIN. Minimum	R.W.L. Rain Water Leader
ALT.	Alternate	F.B.O.	Fire Hose	MIR. Mirror	
AMP.	Ampere	F.B.O.	Flat Head Metal	MISC. Miscellaneous	
ANOD.	Anodized	F.B.O.	Flat Head Metal	MOV. Movable	
APPR.	Approximate	F.B.O.	Flat Head Metal	MRB. Mount (ed)	
ARCH.	Architect	F.B.O.	Flat Head Metal	MT. Mount (ed)	
ASPH.	Asphalt	F.B.O.	Flat Head Metal	MUL. Mullion	
A.S.T.M.	Am. Soc. for Testing	F.B.O.	Flat Head Metal	MWK. Millwork	
	Materials	F.B.O.	Flat Head Metal		
AUTO.	Automatic	F.B.O.	Flat Head Metal		
		F.B.O.	Flat Head Metal		
B	BD. Board	F.B.O.	Flat Head Metal		
BET.	Between	F.B.O.	Flat Head Metal		
B.T.	Bituminous	F.B.O.	Flat Head Metal		
B.L.	Building Line	F.B.O.	Flat Head Metal		
BLDG.	Building	F.B.O.	Flat Head Metal		
BLK.	Block	F.B.O.	Flat Head Metal		
BLKG.	Blocking	F.B.O.	Flat Head Metal		
B.M.	Bench Mark	F.B.O.	Flat Head Metal		
BM.	Beam	F.B.O.	Flat Head Metal		
BOT.	Bottom	F.B.O.	Flat Head Metal		
BRG.	Bracing	F.B.O.	Flat Head Metal		
BRK.	Brick	F.B.O.	Flat Head Metal		
BRZ.	Bronze	F.B.O.	Flat Head Metal		
B.S.	Both Sides	F.B.O.	Flat Head Metal		
		F.B.O.	Flat Head Metal		
C	CAB. Cabinet	F.B.O.	Flat Head Metal		
C.B.	Catch Basin	F.B.O.	Flat Head Metal		
CEM.	Cement	F.B.O.	Flat Head Metal		
CER.	Ceramic	F.B.O.	Flat Head Metal		
CU. FT.	Cubic Feet	F.B.O.	Flat Head Metal		
C. FL.	Counter Flashing	F.B.O.	Flat Head Metal		
CL.	Ceiling	F.B.O.	Flat Head Metal		
CLG.	Cladding	F.B.O.	Flat Head Metal		
CLK.	Caulking	F.B.O.	Flat Head Metal		
CL.	Closet	F.B.O.	Flat Head Metal		
CLR.	Clear	F.B.O.	Flat Head Metal		
CNTR.	Counter	F.B.O.	Flat Head Metal		
C.O.	Clean Out	F.B.O.	Flat Head Metal		
COL.	Column	F.B.O.	Flat Head Metal		
CONC.	Concrete	F.B.O.	Flat Head Metal		
CONT.	Continuous	F.B.O.	Flat Head Metal		
CONSTR.	Construction	F.B.O.	Flat Head Metal		
CONTR.	Contract	F.B.O.	Flat Head Metal		
CPR.	Copper	F.B.O.	Flat Head Metal		
CPT.	Carpet	F.B.O.	Flat Head Metal		
CSMT.	Casement	F.B.O.	Flat Head Metal		
CTR.	Center	F.B.O.	Flat Head Metal		
CSK.	Countersunk	F.B.O.	Flat Head Metal		
CV.	Cove	F.B.O.	Flat Head Metal		
C.W.	Cold Water	F.B.O.	Flat Head Metal		
CU. YD.	Cubic Yard	F.B.O.	Flat Head Metal		
		F.B.O.	Flat Head Metal		
D	D.A. Double Acting	F.B.O.	Flat Head Metal		
DBL.	Double	F.B.O.	Flat Head Metal		
DEM.	Demolish	F.B.O.	Flat Head Metal		
DEPT.	Department	F.B.O.	Flat Head Metal		
DET.	Detail	F.B.O.	Flat Head Metal		
D.F.	Douglas Fir	F.B.O.	Flat Head Metal		
	Drinking Fountain	F.B.O.	Flat Head Metal		
DIAG.	Diagonal	F.B.O.	Flat Head Metal		
DIM.	Dimension	F.B.O.	Flat Head Metal		
DISP.	Disposal	F.B.O.	Flat Head Metal		
D.L.	Dead Load	F.B.O.	Flat Head Metal		
DN.	Down	F.B.O.	Flat Head Metal		
DPR.	Dampproofing	F.B.O.	Flat Head Metal		
DR.	Danger	F.B.O.	Flat Head Metal		
DS.	Downspout	F.B.O.	Flat Head Metal		
DW.	Dumbwaiter	F.B.O.	Flat Head Metal		
DWG.	Drawing	F.B.O.	Flat Head Metal		
DWR.	Drawer	F.B.O.	Flat Head Metal		
		F.B.O.	Flat Head Metal		
E	E. East	F.B.O.	Flat Head Metal		
EXST.(E)	Existing	F.B.O.	Flat Head Metal		
EA.	Each	F.B.O.	Flat Head Metal		
E.B.	Expansion Bolt	F.B.O.	Flat Head Metal		
E.J.	Expansion Joint	F.B.O.	Flat Head Metal		
ELEV.	Elevation	F.B.O.	Flat Head Metal		
EMER.	Emergency	F.B.O.	Flat Head Metal		
ENAM.	Enamel	F.B.O.	Flat Head Metal		
ENC.	Enclosure	F.B.O.	Flat Head Metal		
ENGR.	Engineer	F.B.O.	Flat Head Metal		
E.P.	Electrical Panel	F.B.O.	Flat Head Metal		
EQ.	Equal	F.B.O.	Flat Head Metal		
EQUIP.	Equipment	F.B.O.	Flat Head Metal		
EST.	Estimate	F.B.O.	Flat Head Metal		
EXC.	Excavate	F.B.O.	Flat Head Metal		
EXP.	Exposed	F.B.O.	Flat Head Metal		
EXT.	Exterior	F.B.O.	Flat Head Metal		
EXTR.	Extruded	F.B.O.	Flat Head Metal		
		F.B.O.	Flat Head Metal		

# ARCHITECTURAL LEGEND

DATUM LINE		EARTH
PROPERTY LINE		SAND / MORTAR / PLASTER
CENTER LINE		ROCK FILL
BREAK LINE		CONCRETE
DIMENSION TO FACE OF STRUCTURE		CONCRETE BLOCK (CMU)
DIMENSION TO CENTER LINE		MASONRY
DIMENSION TO FACE OF FINISH		WOOD FINISH
STAIR DIRECTION		WOOD, FRAMING
WORK POINT / DATUM POINT / CONTROL POINT		WOOD BLOCKING
COLUMN / GRID LINE		PLYWOOD
ROOM NUMBER & NAME		GYPSUM BOARD
WINDOW/LOUVER TYPE		ACOUSTIC TILE
DOOR TYPE		INSULATION, BATT
EQUIPMENT / FURNISHING TYPE		INSULATION, RIGID
MATCH LINE		DETAIL REFERENCE
SECTION REFERENCE		ELEVATION REFERENCE
		ENLARGED PLAN REFERENCE

# SHEET INDEX

A0.1	TITLE SHEET
A1.0	MASTER SITE PLAN
A1.1	PARTIAL SITE PLAN
A2.1	BUILDING "A" SECOND FLOOR PLAN
A22.1	BUILDING "C" FLOOR PLAN & KIOSK FLOOR PLAN & REFLECTED CEILING PLAN

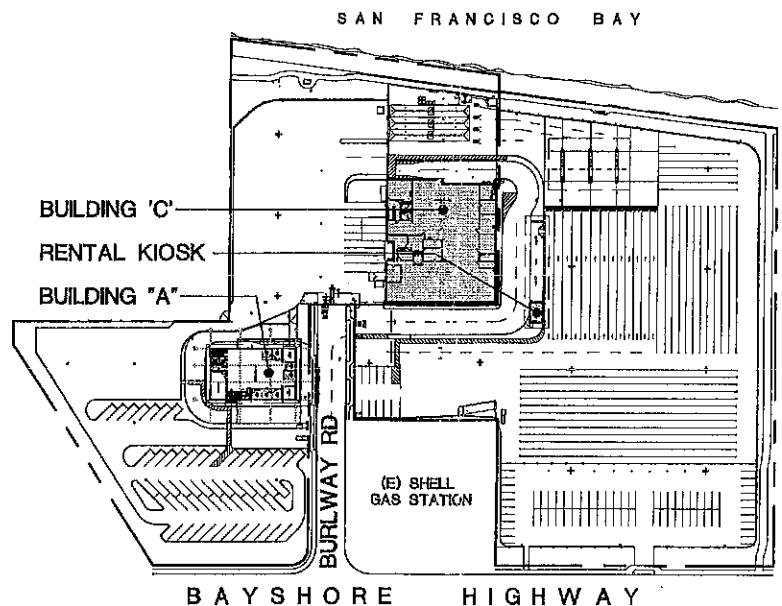
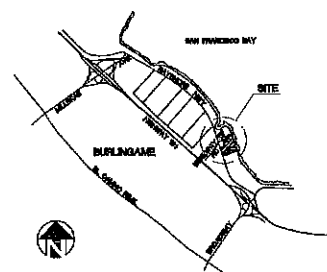
# GENERAL NOTES

- PROVIDE ALL MATERIALS AND LABOR FOR COMPLETE COMPLIANCE WITH THE LATEST EDITIONS OF ALL GOVERNING CODES. ALL CONSTRUCTION AND INSTALLATION WORK SHOWN ON THE DRAWINGS SHALL BE CARRIED OUT IN ACCORDANCE WITH ALL APPLICABLE CODES. AIA DOCUMENT A-201, LATEST EDITION, SHALL ALSO APPLY TO THIS CONSTRUCTION.
- PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL SUPPLY THE ARCHITECT WITH A COMPLETE LIST OF ITEMS REQUIRING ARCHITECTURAL, MECHANICAL, ELECTRICAL OR PLUMBING REVIEW ALONG WITH THE DATES BY WHICH REVIEW MUST BE COMPLETED.
- LAY OUT ALL DIMENSIONS IN FIELD PRIOR TO COMMENCING CONSTRUCTION. ANY DISCREPANCIES BETWEEN DIMENSIONS IN FIELD AND THOSE SHOWN ON PLANS SHALL BE REPORTED TO THE ARCHITECT IN WRITING IMMEDIATELY ASKING FOR CLARIFICATION/DIRECTION PRIOR TO CONSTRUCTION.
- REQUIRED DEMOLITION WORK MAY NOT BE SHOWN IN ITS ENTIRETY ON DRAWINGS. CONTRACTORS SHALL VERIFY IN THE FIELD AND BE RESPONSIBLE FOR ALL DEMOLITION WORK NECESSARY TO COMPLETE WORK CALLED FOR IN DRAWINGS.
- CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS AND SHALL REPORT ANY DISCREPANCIES TO BLUNK DEMATTE ASSOCIATES. DIMENSIONS NEED TO BE COORDINATED AND VERIFIED BY CONTRACTOR WITH FIELD CONDITIONS. IT SHALL BE PART OF THIS CONTRACT AND THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO BRING TO THE ATTENTION OF THE ARCHITECT ANY AND ALL CODE VIOLATIONS, INCORRECT CONSTRUCTIONS, OR SAFETY PROBLEMS IN EXISTING FIELD CONDITIONS FOR IMMEDIATE RESOLUTION.
- ALL CONTRACTORS, SUBCONTRACTORS, AND EQUIPMENT INSTALLERS SHALL BE RESPONSIBLE FOR VERIFICATION OF CONDITIONS AND SYSTEMS BEFORE STARTING WORK. THE CONTRACTOR SHALL REVIEW THE DRAWINGS AND SPECIFICATIONS TO COORDINATE WITH EXISTING BUILDING CONDITIONS. ANY VARIANCE OR DISCREPANCIES THAT ARISE FROM THE ABOVE REVIEW SHALL BE REPORTED TO THE ARCHITECT IMMEDIATELY FOR RESOLUTION. ANY AND ALL DELAYS AND ADDITIONAL COSTS RESULTING FROM EITHER THE INCOMPLETE AND/OR LATE SUBMISSION OF THE ABOVE REPORT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO REMEDY.
- SUBCONTRACTORS SHALL BE RESPONSIBLE FOR REMOVING THEIR BUILDING DEBRIS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING THE JOBSITE AS WELL AS ALL ADJACENT AREAS AFFECTED BY CONSTRUCTION BROOM CLEAN AT ALL TIMES. IF THIS REQUIREMENT IS NOT COMPLIED WITH ON A DAILY BASIS, THE CLIENT MAY DEDUCT THE COST OF MAINTAINING A CLEAN JOBSITE DIRECTLY FROM THE CONTRACT RETAINAGE.
- THE CONTRACTOR SHALL RESTORE SURFACES DISTURBED BY CONSTRUCTION OR DEMOLITION TO ORIGINAL CONDITION. PATCH SURFACES VISIBLE AFTER DEMOLITION TO MATCH ADJACENT FINISH CONDITIONS.
- THE GENERAL CONTRACTOR SHALL COORDINATE THE REQUIREMENTS OF SUBCONTRACTORS AND OWNER SUPPLIED EQUIPMENT.
- THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS IN PROTECTING AREAS ADJACENT TO NEW CONSTRUCTION FROM NOISE, DEBRIS AND JUST THROUGHOUT THE PERFORMANCE OF THE CONTRACT. COMPLY WITH CITY OF BURLINGAME REGULATIONS.
- ALL CONTRACTORS, SUBCONTRACTORS, AND EQUIPMENT INSTALLERS SHALL BE RESPONSIBLE TO WORK NEW SYSTEMS INTO EXISTING SYSTEMS.
- IN CASE OF DIFFERENCES BETWEEN SMALL AND LARGE-SCALE DRAWINGS, THE LARGE SCALE DRAWINGS SHALL GOVERN.
- WHERE THE WORD "SIMILAR" OCCURS ON THE DRAWINGS, IT SHALL BE INTERPRETED IN ITS GENERAL SENSE AND NOT AS MEANING IDENTICAL, AND ALL DETAILS SHALL BE WORKED OUT IN RELATION TO THEIR LOCATION AND THEIR CONNECTION WITH OTHER PARTS OF THE ASSEMBLY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING FROM DAMAGE ALL EXISTING IMPROVEMENTS THAT ARE TO REMAIN. SUCH IMPROVEMENTS THAT ARE DAMAGED BY THE CONTRACTOR SHALL BE REPLACED AT HIS EXPENSE. WHERE EXISTING CONSTRUCTION IS REMOVED, ALL OUTLETS AND UTILITIES IN THAT CONSTRUCTION SHALL ALSO BE REMOVED AND CAPPED OFF BEHIND OR BELOW NEW FINISH UNLESS OTHERWISE NOTED.
- NO SUBSTITUTIONS FOR SPECIFIED ITEMS SHALL BE ALLOWED WITHOUT APPROVAL OF ARCHITECT AND OWNER'S REPRESENTATIVE.
- CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE PROPERTY OWNER AND THE ARCHITECT HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE PROPERTY OWNER OR THE ENGINEER.
- CONTRACTOR SHALL PROVIDE SIGNAGE FOR COMPLIANCE WITH CITY OF BURLINGAME CODES AND ACCESSIBILITY CODES, SUBJECT TO APPROVAL BY ARCHITECT.
- ALL DIMENSIONS SHALL BE AS INDICATED ON THE DRAWINGS, OR AS CLARIFIED BY THE ARCHITECT. UNDER NO CIRCUMSTANCES SHALL DIMENSIONS BE DETERMINED BY SCALING THE DRAWINGS.
- PROVIDE AND INSTALL FIRE EXTINGUISHERS IN THE PROPER LOCATION AND TYPE OF EXTINGUISHER REQUIRED AS SPECIFIED BY THE FIRE DEPARTMENT.
- NO WORK DEFECTIVE IN CONSTRUCTION OR QUALITY, OR DEFICIENT IN ANY REQUIREMENT OF THE CONTRACT DOCUMENTS WILL BE ACCEPTABLE IN CONSEQUENCE OF THE OWNER'S OR ARCHITECT'S FAILURE TO DISCOVER OR POINT OUT SAID DEFECTS OR DEFICIENCIES DURING CONSTRUCTION. DEFECTIVE WORK REVEALED WITHIN THE GUARANTEE PERIOD SHALL BE REPLACED BY WORK CONFORMING TO THE CONTRACT, NO PAYMENT, EITHER PARTIAL OR FINAL, SHALL BE CONSIDERED AS AN ACCEPTANCE OF DEFECTIVE WORK OR IMPROPER MATERIALS.
- CONTRACTOR SHALL PROVIDE COMPLETE PRODUCT DATA AND RELATED PROJECT CLOSE OUT INFORMATION APPROPRIATE FOR THE OWNER'S MAINTENANCE AND OPERATION OF PRODUCTS FURNISHED UNDER THE CONTRACT.
- WORK UNDER THIS CONTRACT SHALL BE WARRANTED BY THE CONTRACTOR AGAINST ALL DEFECTS FOR ONE YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION OF THE WORK OR DESIGNATED PORTIONS THEREOF, OR FOR ONE YEAR AFTER ACCEPTANCE BY OWNER OF DESIGNATED EQUIPMENT. IN CASE OF ITEMS REMAINING UNCOMPLETED AFTER DATE OF SUBSTANTIAL COMPLETION, THE ONE-YEAR WARRANTY PERIOD SHALL BE FROM DATE OF WRITTEN ACCEPTANCE OF SUCH ITEMS.
- CONTRACTOR SHALL ASSIST IN THE COORDINATION OF "N.L.C." ITEMS INCLUDING EQUIPMENT INSTALLATION, TELEPHONE WORK, ETC.
- ALL DRAWINGS, NOTES AND SPECIFICATIONS ARE CONSIDERED COMPLEMENTARY AND WHAT IS CALLED FOR BY ONE WILL BE AS BINDING AS IF CALLED FOR BY ALL. ANY WORK SHOWN OR REFERRED TO ON ANY ONE SET OF DRAWINGS SHALL BE PROVIDED AS THOUGH SHOWN ON ALL RELATED DRAWINGS AND SPECIFICATIONS.
- CONTRACTOR SHALL SECURE AND PAY FOR ALL PERMITS, LICENSES AND OTHER GOVERNMENTAL FEES. CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR ALL INSPECTIONS AND ANY COORDINATION OF BUILDING TRADES THEREOF.

# GOVERNING CODES

1998 California Building Code (CBC)  
LATEST EDITIONS OF THE FOLLOWING:  
California Title 24  
Americans with Disabilities Act (ADA)  
1998 California Electrical Code  
1998 California Fire Code  
National Fire Protection Agency  
Codes & Standards (NFPA)  
1998 California Mechanical Code  
California Plumbing Code, 1998 Edition

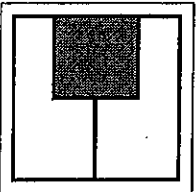
# VICINITY MAP



# SITE PLAN



1" = 100'-0"



**BLUNK DEMATTE ASSOCIATES ARCHITECTS AIA**  
1555 BAYSHORE HWY #300  
BURLINGAME, CA 94010  
TEL (650) 692-9911  
FAX (650) 692-0181

NO.	REVISION	DATE

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL FIELD CONDITIONS AND COMPARE THEM WITH THE CONSTRUCTION DOCUMENTS BEFORE COMMENCING CONSTRUCTION. ANY DISCREPANCIES OR ANY OTHER INCONSISTENCIES SHALL BE REPORTED TO THE ARCHITECT IMMEDIATELY.

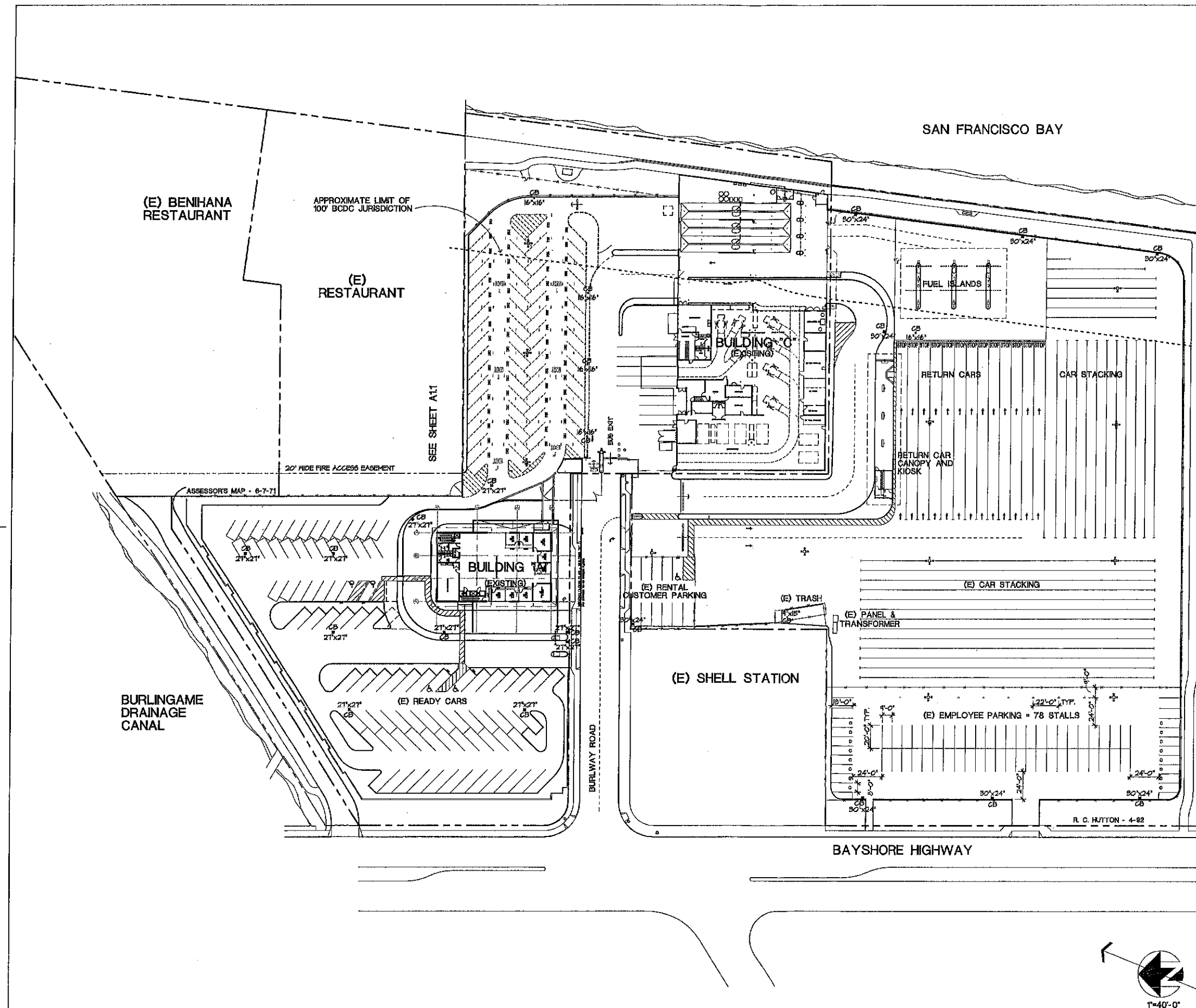
MODIFICATIONS to the TURNAROUND FACILITY for  
**ANC RENTAL CORPORATION**  
778 BURLINGAME ROAD  
BURLINGAME, CALIFORNIA 94010  
**TITLE SHEET**

DATE	JOB NO.
1-3-03	20259

**A0.1**

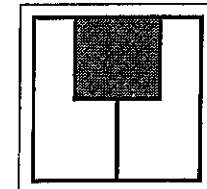
SHEET 1 OF 5





# PROPOSED AREAS OF WORK

- BUILDING "A"
  - CREATE 6 PRIVATE OFFICES IN SECOND FLOOR GENERAL OFFICE AREA.
- BUILDING "C"
  - REMOVE (E) NON-STRUCTURAL WALL & INTERNAL CURB.
  - INSTALL RELOCATED MAINTENANCE LIFTS & WORK BENCHES.
  - MODIFY INTERNAL VEHICLE CIRCULATION.
- RETURN CAR KIOSK
  - REMOVE (E) INTERIOR PARTITION & FIXTURE TO CREATE ONE RENOVATED SPACE.
- VEHICLE MAINTENANCE CIRCULATION AND QUEING AREA
  - REMOVE (E) CURBS & STRIPING FROM FORMER READY CAR AREA TO FACILITATE CIRCULATION AND QUEING OF VEHICLES BY STAFF.
- EMPLOYEE PARKING LOT
  - RELOCATE DEMIZING FENCE
  - RESTRIPE STALLS TO CONFORM TO BURLINGAME CITY STANDARDS.



BLUNK DEMATTEI  
ASSOCIATES  
ARCHITECTS AIA  
1555 BAYSHORE HWY #300  
BURLINGAME - CA - 94010  
TEL (650) 692-9971  
FAX (650) 692-0181

NO.	REVISION	DATE

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL FIELD CONDITIONS AND COMPARE THEM WITH THE CONSTRUCTION DOCUMENTS BEFORE COMMENCING ACTIVITIES. PRIOR OMISSIONS OR ANY OTHER INCONSISTENCIES DISCOVERED SHALL IMMEDIATELY BE REPORTED TO THE ARCHITECT

MODIFICATIONS to the TURNAROUND FACILITY for  
**ANC RENTAL CORPORATION**  
778 BURLWAY ROAD  
BURLINGAME, CALIFORNIA 94010

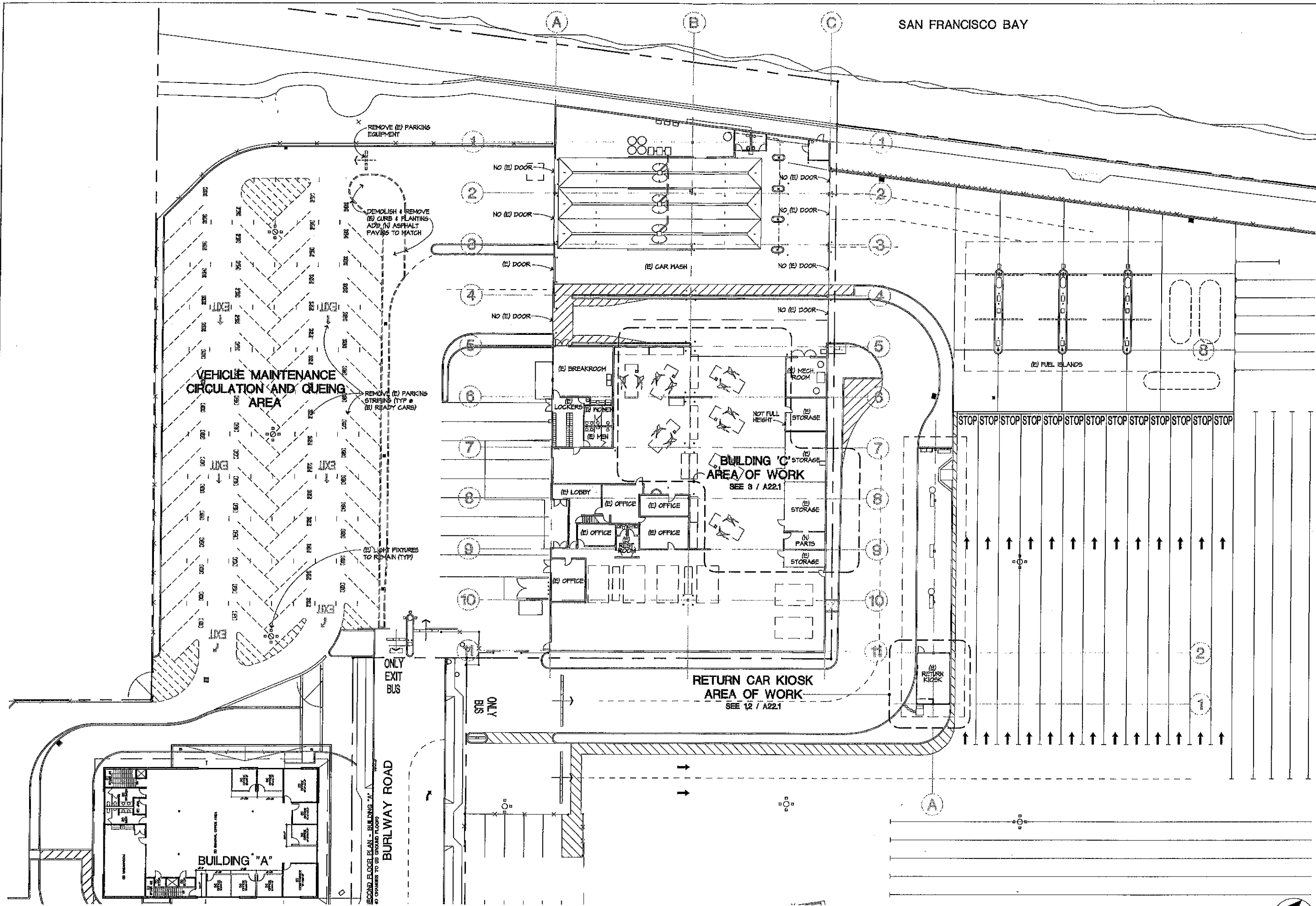
**MASTER SITE PLAN**

DATE 1-3-03 JOB NO. 20259

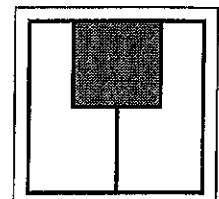
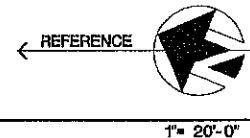
**A1.0**

SHEET 2 OF 5





PARTIAL SITE PLAN



BLUNK DEMATTEI  
ASSOCIATES  
ARCHITECTS AIA  
1555 BAYSHORE HWY #300  
BURLINGAME - CA - 94010  
TEL (650) 692-9911  
FAX (650) 692-0191

NO.	REVISION	DATE

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL FIELD CONDITIONS AND COMPARE THEM WITH THE CONSTRUCTION DOCUMENTS BEFORE COMMENCING ACTIVITIES. ERRORS, OMISSIONS OR ANY OTHER INCONSISTENCIES DISCOVERED SHALL IMMEDIATELY BE REPORTED TO THE ARCHITECT.

MODIFICATIONS to the TURNAROUND FACILITY for  
**ANC RENTAL CORPORATION**  
778 BURLWAY ROAD  
BURLINGAME, CALIFORNIA 94010

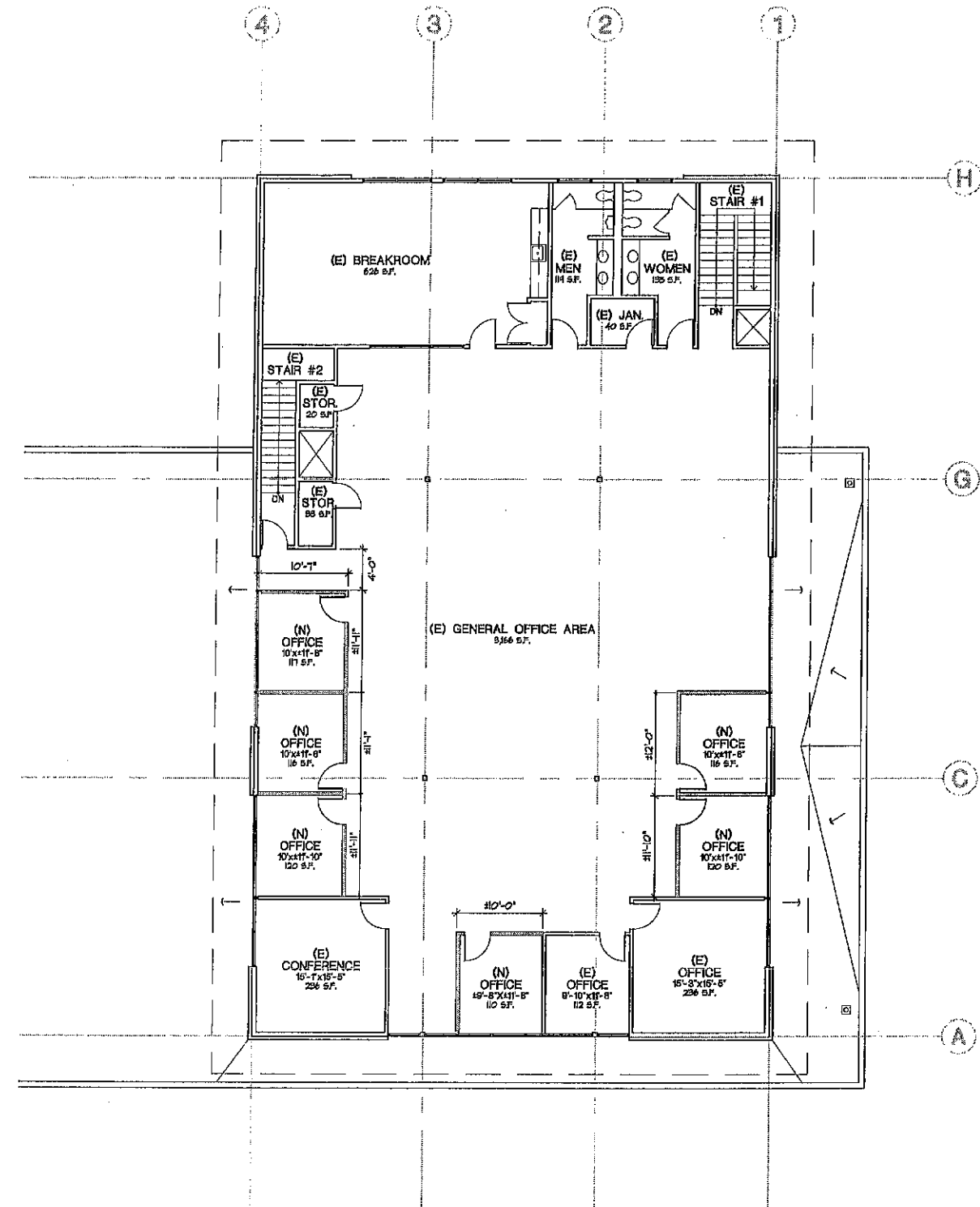
**PARTIAL SITE PLAN**

DATE 1-3-03	JOB NO. 20259
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A1.1

SHEET 3 OF 5

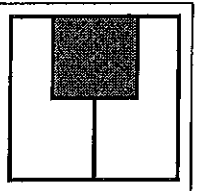




**SECOND FLOOR PLAN - BUILDING "A"**  
 (NO CHANGES TO (E) GROUND FLOOR) 1/8"=1'-0"

**WALL LEGEND**

- EXISTING CONSTRUCTION TO REMAIN
- EXISTING WINDOW (U.O.N.)
- NEW CONSTRUCTION
- EXISTING CONSTRUCTION TO BE REMOVED



**BLUNK DEMATTEI  
 ASSOCIATES  
 ARCHITECTS AIA**  
 1555 BAYSHORE HWY #300  
 BURLINGAME - CA - 94010  
 TEL. (650) 692-9911  
 FAX (650) 692-0181

NO.	REVISION	DATE

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL FIELD CONDITIONS AND COMPARE THEM WITH THE CONSTRUCTION DOCUMENTS BEFORE COMMENCING ACTIVITIES. ERRORS, OMISSIONS OR ANY OTHER INCONSISTENCIES DISCOVERED SHALL IMMEDIATELY BE REPORTED TO THE ARCHITECT.

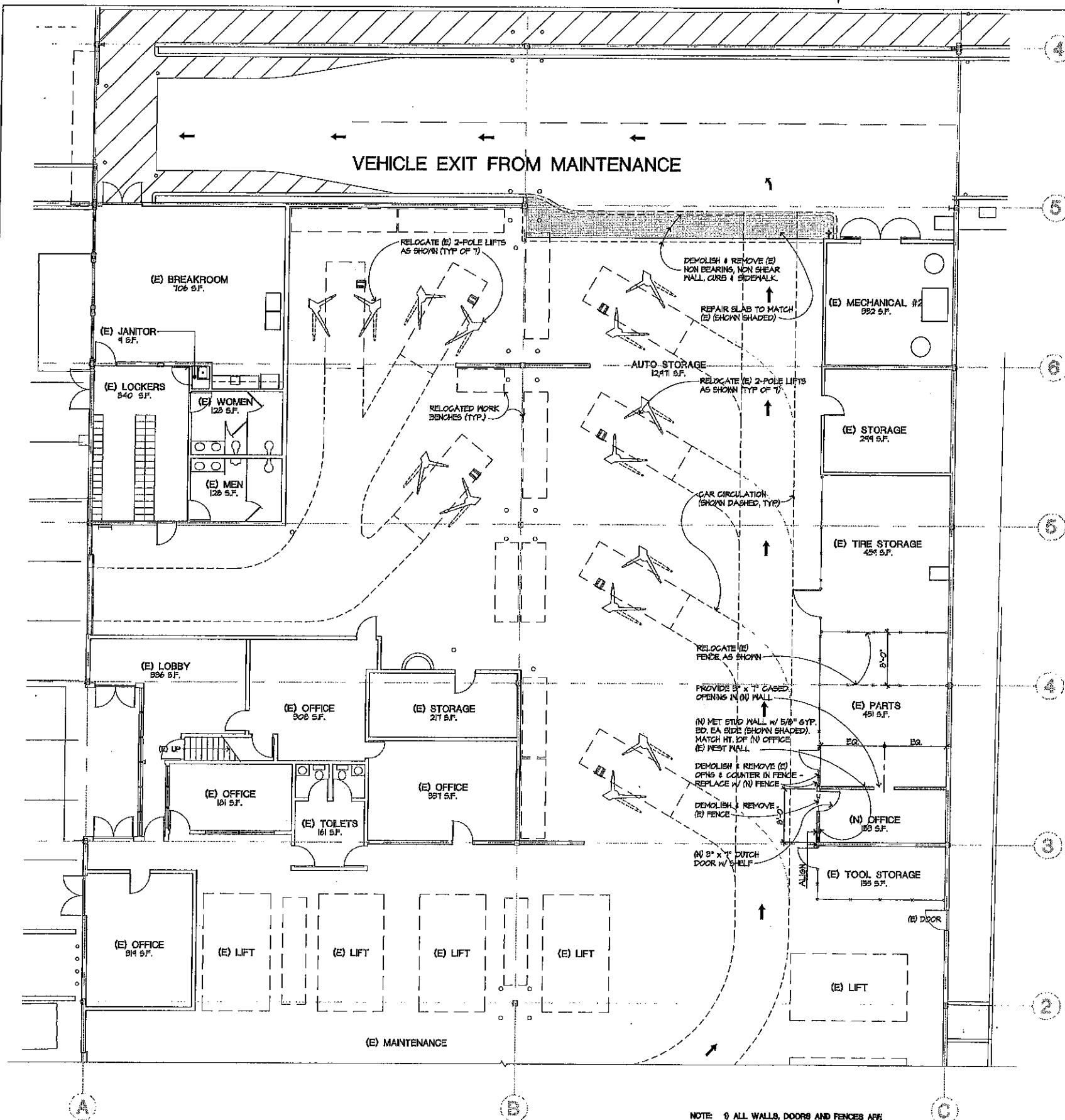
MODIFICATIONS to the TURNAROUND FACILITY for  
**ANC RENTAL CORPORATION**  
 778 BURLWAY ROAD  
 BURLINGAME, CALIFORNIA 94010

**SECOND FLOOR PLAN - ADMINISTRATION**

DATE 1-3-03	JOB NO. 20259
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**A2.1**

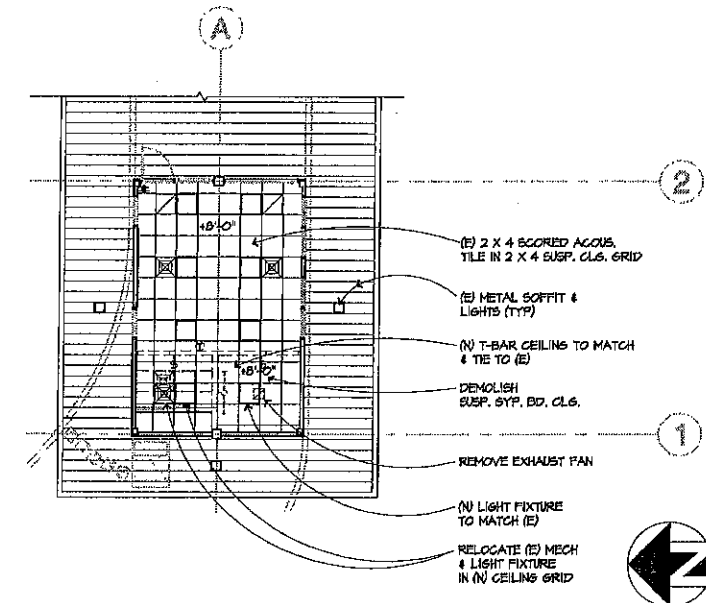




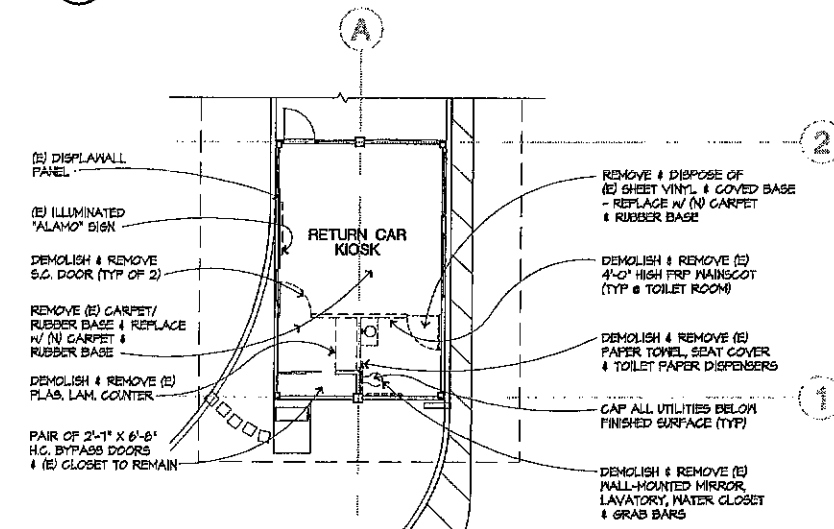
3 BUILDING 'C' FLOOR PLAN

LEGEND

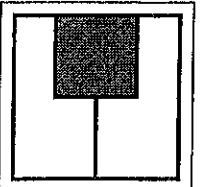
- 2 X 2 FLUORESCENT FIXTURE
- 2 X 2 SUPPLY GRILL
- ▣ 2 X 2 RETURN GRILL
- WALL-MOUNTED FLUORESCENT FIXTURE TO BE REMOVED



2 RETURN CAR KIOSK REFLECTED CEILING PLAN



1 RETURN CAR KIOSK FLOOR PLAN



BLUNK DEMATTEI  
ASSOCIATES AIA  
1555 BAYSHORE HWY #300  
BURLINGAME - CA - 94010  
TEL (650) 692-9911  
FAX (650) 692-0181

NO.	REVISION	DATE
1		
2		

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL FIELD CONDITIONS AND COMPARE THEM WITH THE CONSTRUCTION DOCUMENTS BEFORE COMMENCING ACTIVITIES. ERRORS, OMISSIONS OR ANY OTHER INCONSISTENCIES DISCOVERED SHALL IMMEDIATELY BE REPORTED TO THE ARCHITECT.

MODIFICATIONS to the TURNAROUND FACILITY for  
ANC RENTAL CORPORATION  
778 BURLWAY ROAD  
BURLINGAME, CALIFORNIA 94010

DATE 1-3-03 JOB NO. 20259

A22.1

SHEET 6 OF 6



## RESOLUTION NO.

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLINGAME APPROVING AN AGREEMENT BETWEEN THE CITY OF BURLINGAME AND ENTERPRISE RENT-A-CAR COMPANY FOR DEVELOPMENT OF THE PROPERTY AT 778 BURLWAY ROAD, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT**

**WHEREAS**, ENTERPRISE RENT-A-CAR CO OF SAN FRANCISCO, LLC, (“**Enterprise**”) has used the property located at 778 Burlway Road (“**Property**”) for car rental services uses since 1985; and

**WHEREAS**, sometime after 1985, the City updated its Zoning Code, and car rental services were prohibited on the Property; and

**WHEREAS**, the Property is in the Bayfront Commercial Zoning District, which is intended to provide opportunities for research and development and local and tourist commercial uses, including but not limited to restaurants, office, and personal services, and car rental services are currently a legal non-conforming use; and

**WHEREAS**, an existing Conditional Use Permit (last revised September 2020; “**CUP**”) regulates the existing rental car use on the Property; and the CUP has been modified and extended several times to allow for expansions and modifications to the operation to reflect proposed redevelopment of the Property to a conforming use based on certain timelines, which were delayed based on the need to evaluate alternative development plans, as well as delay caused by the COVID-19 pandemic; and

**WHEREAS**, the City and Enterprise desire to concurrently amend and restate the CUP, as well as enter into this Agreement establishing the rights and obligations of the Parties with respect to redevelopment of the Property;

### **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BURLINGAME RESOLVES AS FOLLOWS:**

Section 1. The foregoing recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. The City Council approves the Agreement, in the form attached hereto, between the City of Burlingame and Enterprise for development of the Property at 778 Burlway Road, and authorizes the City Manager to execute the Agreement

Section 3. The City Manager is authorized to make any minor revisions, amendments, corrections, and modifications to the Agreement, subject to the approval of the City Attorney, deemed necessary to carry out the intent of this Resolution and which do not materially alter the Council’s approval of the Agreement

Section 4. The City Manager is authorized to take any other related actions consistent with the intention of this Resolution.



NOW, THEREFORE, BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its passage and adoption.

---

Mayor

I, Meaghan Hassel Shearer, City Clerk of the City of Burlingame, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council held on the 15<sup>th</sup> day of September 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

---

Meaghan Hassel Shearer, City Clerk



**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**

City of Burlingame  
501 Primrose Road  
Burlingame, CA 94010  
Attention: City Clerk

---

*Space Above This Line Reserved for Recorder's Use  
Exempt from Recording Fee Per Government Code Section 27383*

**AGREEMENT**

**BY AND BETWEEN**

**CITY OF BURLINGAME**  
a municipal corporation

**AND**

**ENTERPRISE RENT-A-CAR CO OF SAN FRANCISCO, LLC**

**Effective Date:**                     , 2025



## AGREEMENT

This AGREEMENT (“**Agreement**”) dated as of \_\_\_\_\_, 2025 (“**Effective Date**”), is entered into by and between ENTERPRISE RENT-A-CAR CO OF SAN FRANCISCO, LLC, (“**Enterprise**”) and the CITY OF BURLINGAME, a California municipal corporation (“**City**”). Enterprise and City are sometimes referred to individually herein as a “**Party**” and collectively as “**Parties**.”

## RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the Parties, and the following recitals are a substantive part of this Agreement and incorporated herein; terms are defined throughout this Agreement as indicated in **bold** language.

A. Enterprise has used the property located at 778 Burlway Road (“**Property**”; further described and depicted on Exhibit A hereto) for car rental services uses since 1985. Sometime after 1985, the City updated its Zoning Code, and car rental services were prohibited on the Property. The Property is in the Bayfront Commercial Zoning District, which is intended to provide opportunities for research and development and local and tourist commercial uses, including but not limited to restaurants, office, and personal services. The car rental services use is thus currently a legal non-conforming use.

B. Prior to the Effective Date of this Agreement, there existed a Conditional Use Permit (last revised September 2020 “**CUP**”) regulating the existing rental car use on the Property. The CUP has been modified and extended several times. In October 2016, Enterprise was anticipating relocation of its car rental use to an alternative site, so one such modification to the CUP included an agreement from Enterprise to adhere to certain redevelopment timelines and to provide the City with payments designed to offset the impacts of the non-conforming use while it remained in place.

C. At this time, the City and Enterprise desire to amend and restate the CUP and enter into this Agreement establishing the rights and obligations of the Parties with respect to redevelopment of the Property.

D. On September 15, 2025, the City Council considered and approved this Agreement.

NOW, THEREFORE, in consideration of the promises, covenants, and provisions set forth herein, the receipt and adequacy of which consideration is acknowledged, Enterprise and the City agree as follows:

## AGREEMENT

### ARTICLE 1. GENERAL PROVISIONS

Section 1.1 Property Subject to the Agreement. All of the Property shall be subject to this Agreement. The Parties hereby acknowledge that, as of the Effective Date, Enterprise has a legal and/or equitable interest in the Property. Enterprise further agrees that all persons holding



legal or equitable title in the Property shall be bound by this Agreement, including any and all successors and assigns.

## ARTICLE 2. ENTERPRISE OBLIGATIONS

Section 2.1 Enterprise Obligations, Generally. In consideration of the rights and benefits conferred by City to Enterprise under this Agreement, Enterprise shall perform and provide the specific obligations described in this Article 2.

Section 2.2 Enterprise Redevelopment and Payment Obligations.

A. Redevelopment of Property; Fees for Failure to Redevelop. Enterprise shall diligently pursue redevelopment of the Property to a conforming use, as follows:

1. Enterprise shall diligently pursue redevelopment of the Property, shall cease the existing nonconforming uses on the Property, and shall receive entitlements for conforming uses on the Property within five (5) years of the Effective Date of this Agreement (collectively, achievement of an “**Entitled Project**”), subject to the Annual Fee payments for Year 6 and beyond contained in section 2.2.B, below.

2. Enterprise’s obligation to pay the Annual Fee described in section 2.2.B below shall cease upon issuance of the first vertical building permit for the Entitled Project, except that a prorated Annual Fee is due in any partial year of the Term.

3. Enterprise’s obligation to pay the Flat Rentals Fee or the Gross Rentals Fee, as the case may be and as described in section 2.2.C, below shall cease upon issuance of the first vertical building permit for the Entitled Project, except that a prorated Flat Rentals Fee or a prorated Gross Rentals Fee are due in any partial year of the Term.

4. Notwithstanding sections 2.2.A.2 and 2.2.A.3 above, in the event that Enterprise fails to obtain a certificate of occupancy for the Entitled Project within five (5) years of issuance of the first vertical building permit, Enterprise’s obligation to pay the Annual Fee, Flat Rentals Fee or Gross Rentals Fee shall be reinstated, and said fees shall be paid in accordance with this section 2.2 and this Agreement until a certificate of occupancy for the Entitled Project is obtained.

B. Annual Fee. Enterprise shall remit payments to the City on October 1 or the first business day thereafter of each year that the use of the Property remains the same use that exists as of the Effective Date, with the first fee due in full on October 1, 2025 (the “**Annual Fee**”). Such Annual Fee payments shall begin at \$500,000 for the first year (“**Year 1**”) and shall increase by 5% each year through the fifth year (“**Year 5**”). Thereafter, beginning in the sixth year (“**Year 6**”), the Annual Fee will increase by 10% per year for the Term of this Agreement as defined herein. In sum, Enterprise shall pay the Annual Fee as follows:



<b>Year 1 Annual Fee</b> (October 1, 2025)	<b>Year 2 Annual Fee</b> (October 1, 2026)	<b>Year 3 Annual Fee</b> (October 1, 2027)	<b>Year 4 Annual Fee</b> (October 1, 2028)	<b>Year 5 Annual Fee</b> (October 1, 2029)	<b>Year 6 and Beyond Annual Fees</b> (Beginning October 1, 2030, and every October 1 thereafter)
\$500,000	\$525,000	\$551,250	\$578,813	\$607,753	10% increase from preceding Annual Fee

C. Flat Rentals Fee and Gross Rentals Fee. Enterprise shall remit \$36,500 per year on July 1 or the first business day thereafter of each year that the use of the Property remains the same as the condition on the Effective Date, with the first fee due on July 1, 2026 (the “**Flat Rentals Fee**”). If 1% of Enterprise’s gross car rental revenue exceeds \$36,500 (excluding San Francisco Airport contracts), Enterprise shall not pay the Flat Rentals Fee and shall instead pay a fee equal to 1% of the gross rentals to the City on an annual basis by July 1 or the first business day thereafter (the “**Gross Rentals Fee**”), with the first fee due on July 1, 2026.

### **ARTICLE 3. EFFECTIVE DATE AND TERM**

Section 3.1 Effective Date. As described above, this Agreement shall become effective on the date of execution by the City.

Section 3.2 Term. The Term of this Agreement has been established by the Parties as a reasonable estimate of the time required for Enterprise to obtain an Entitled Project (“**Term**”).

A. Initial Term. The “**Initial Term**” of this Agreement shall commence on the Effective Date and shall end five (5) years thereafter.

B. Extended Term. The Term shall extend automatically beyond the Initial Term for one-year periods (each one-year period an “**Extended Term**”).

C. Termination. Except as otherwise provided herein and subject to section 2.2, the Parties’ obligations contained in this Agreement shall continue unless and until Enterprise achieves an Entitled Project and receives a certificate of occupancy for the Entitled Project.

D. Force Majeure Delay. The Term of this Agreement and the time within which either Party shall be required to perform any act under this Agreement may also be extended by a period of time equal to the number of days during which performance of such act is delayed unavoidably and beyond the reasonable control of the Party seeking the delay by Force Majeure, and as unforeseen at the time this Agreement was executed by the parties. For purposes of this Agreement, “**Force Majeure**” is defined as strikes, lock outs, and other similar labor difficulties not within the control of either Party; Acts of God; unusually severe weather, but only to the extent that such weather or its effects (including, without limitation, dry out time) result in delays that cumulatively exceed twenty (20) days for any winter season; changes in local, state, or federal laws or regulations; any development moratorium or any action of other public agencies that regulate land use, development, or the provision of services that prevents, prohibits, or delays compliance with the Parties’ obligations herein; or enemy action; civil disturbances; wars; terrorist acts; epidemic; pandemic; quarantine; fire; unavoidable casualties; or mediation, arbitration,



litigation, or other administrative or judicial proceeding involving this Agreement (each a “**Force Majeure Delay**”). Enterprise’s inability or failure to obtain financing shall not be deemed to be a cause outside the reasonable control of the Enterprise and shall not be the basis for a Force Majeure Delay or any other excused delay under the terms of this Agreement.

E. Extension of Times of Performance for Force Majeure Delay. An extension of time for any Force Majeure Delay shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if Notice by the Party claiming such extension is sent to the other Party within sixty (60) days of the commencement of the cause and provided that the Party claiming a delay avails itself of any available remedies. If Notice is sent after such sixty (60) day period, then the extension shall commence to run no sooner than sixty (60) days prior to the giving of such Notice. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City Manager and Enterprise, provided that the same does not affect the Term of this Agreement.

F. Effect of Termination. Upon termination, this Agreement shall be of no further force and effect, subject, however, to the provisions set forth in Section 6.6 (“**Surviving Provisions**”) below.

Section 3.3 City Representations and Warranties. City represents and warrants to Enterprise that:

A. City is a municipal corporation and has all necessary powers under the laws of the State of California to enter into and perform the undertakings and obligations of City under this Agreement.

B. The execution and delivery of this Agreement and the performance of the obligations of City hereunder have been duly authorized by all necessary City Council action, and all necessary approvals have been obtained.

C. This Agreement is a valid obligation of City and is enforceable in accordance with its terms.

D. The foregoing representations and warranties are made as of the Effective Date. During the Term of this Agreement, City shall, upon learning of any fact or condition that would cause any of the warranties and representations in this Section 3.3 not to be true, immediately give written Notice of such fact or condition to Enterprise.

Section 3.4 Enterprise Representations and Warranties. Enterprise represents and warrants to City that:

A. Enterprise is duly organized and validly existing under the laws of the State of California and is authorized to do business in California and has all necessary powers to own property interests and in all other respects enter into and perform the undertakings and obligations of Enterprise under this Agreement.



B. The execution and delivery of this Agreement and the performance of the obligations of Enterprise hereunder have been duly authorized by all necessary company action, and all necessary member approvals have been obtained.

C. This Agreement is a valid obligation of Enterprise and is enforceable in accordance with its terms.

D. Enterprise has not: 1) made a general assignment for the benefit of creditors; 2) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Enterprise's creditors; 3) suffered the appointment of a receiver to take possession of all, or substantially all, of Enterprise's assets; 4) suffered the attachment or other judicial seizure of all, or substantially all, of Enterprise's assets; 5) admitted in writing its inability to pay its debts as they come due; or 6) made an offer of settlement, extension, or composition to its creditors generally.

E. The foregoing representations and warranties are made as of the Effective Date. During the Term of this Agreement, Enterprise shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 3.4 not to be true, immediately give written Notice of such fact or condition to City.

#### **ARTICLE 4. AMENDMENT OF AGREEMENT**

Section 4.1 Amendment of Agreement by Mutual Consent. This Agreement may be terminated, modified or amended from time to time in whole or in part only by mutual written consent of the Parties hereto or their successors-in-interest or assigns.

#### **ARTICLE 5. ASSIGNMENT, TRANSFER AND NOTICE**

Section 5.1 Transfers and Assignments. Except as otherwise provided herein, Enterprise shall have the right to sell, assign, or transfer ("**Transfer**") in whole or in part its rights, duties, and obligations under this Agreement to a third party, including MILLENNIUM PARTNERS, LLC, with consent and approval of City, subject to this section 5.1.

A. Upon Enterprise's request, City, at Enterprise's expense, shall cooperate with Enterprise and any proposed transferee to allocate rights, duties, and obligations under this Agreement.

B. Enterprise shall notify City in writing of any requested Transfer. At least 45 days prior to the effective date of any Transfer, Enterprise shall deliver to City a draft of the proposed written assignment and assumption agreement in which the transferee expressly agrees to assume the rights and obligations of Enterprise under this Agreement being transferred. Such assignment and assumption agreement must be in a form acceptable to the City Attorney.

#### **ARTICLE 6. DEFAULT; REMEDIES; TERMINATION**

Section 6.1 Breach and Default. The failure by a Party to perform any material action or covenant required by this Agreement within 30 days following receipt of written Notice from the other Party specifying the failure shall constitute a "**Default**" under this Agreement; provided,



however, that if the failure to perform cannot be reasonably cured within such 30 day period, a Party shall be allowed additional time as is reasonably necessary to cure the failure so long as such Party commences to cure the failure within the 30 day period and thereafter diligently prosecutes the cure to completion. The waiver by either Party of any Default under this Agreement shall not operate as a waiver of any subsequent breach of the same or any other provision of this Agreement, including the right to terminate this Agreement as set forth in Section 6.2 below.

Section 6.2 Termination. In the event of a Default by a Party, the non-defaulting Party shall have the right, but not the obligation, to pursue any and all available remedies at law or in equity and/or to terminate this Agreement upon giving the defaulting party Notice of the termination pursuant to this section 6.2. In the event that this Agreement is terminated pursuant this Section 6.2 and the validity of such termination is challenged in a legal proceeding that results in a final decision that such termination was improper, then this Agreement shall immediately be reinstated as though it had never been terminated.

Section 6.3. City Remedies. In the event of a breach of this Agreement, its invalidation and/or termination, in addition to any remedies provided herein, the City may, in its sole discretion, institute appropriate actions to withhold, condition, suspend or revoke any legislative action, permit, license, or other entitlement for the Entitled Project, including without limitation final inspections for occupancy and/or certificates of occupancy, in accordance with the requirements of the City's Municipal and Zoning Code, it being understood that nothing herein is intended to limit the City's rights to exercise its police powers.

#### Section 6.4 Legal Actions.

A. Institution of Legal Actions. In addition to any other rights or remedies, a Party may institute legal action to cure, correct, or remedy any Default, to enforce any covenants or agreements herein, to enjoin any threatened or attempted violation thereof, or to obtain any other remedies consistent with the terms of this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions. The exclusive venue for any disputes or legal actions shall be the Superior Court of California in and for the County of San Mateo, except for actions that include claims in which the Federal District Court for the Northern District of the State of California has original jurisdiction, in which case the Northern District of the State of California shall be the proper venue.

B. Acceptance of Service of Process. In the event that any legal action is commenced by Enterprise against City, service of process on City shall be made by personal service upon the City Clerk of City or in such other manner as may be provided by law. In the event that any legal action is commenced by City against Enterprise, service of process on Enterprise shall be made by personal service upon Enterprise's registered agent for service of process, or in such other manner as may be provided by law.

Section 6.5 Rights and Remedies Are Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by a Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other Party, except as otherwise expressly provided herein.



Section 6.6 Surviving Provisions. In the event this Agreement expires or is terminated, neither Party shall have any further rights or obligations hereunder, except for those obligations set forth in section 7.1 (Indemnification) or otherwise expressly set forth herein as surviving the termination of this Agreement. In the event litigation is timely instituted, and a final judgment is obtained, which invalidates in its entirety this Agreement, neither Party shall have any obligations whatsoever under this Agreement, except for those obligations which by their terms survive termination hereof.

## ARTICLE 7. MISCELLANEOUS PROVISIONS

Section 7.1 Indemnification. To the fullest extent permitted by law, Enterprise shall defend (with counsel reasonably acceptable to City), indemnify, defend, release, assume all responsibility for, and hold harmless City, its elected and appointed officials, employees, and agents (“**City Parties**”), from and against, any and all claims, causes of action, damages, demands, defense costs, injuries or deaths, liabilities, obligations, and costs or expenses, including attorneys’ fees and costs, arising directly or indirectly from or in connection with, or caused, or on account of: (a) the process for development of the Entitled Project, including any approval with respect thereto; and/or (b) any other transaction contemplated by this Agreement, whether such claims shall accrue or be discovered before or after expiration or termination of this Agreement. The City shall, after receipt of Notice of the existence of such a claim for which it is entitled to indemnity hereunder, notify Enterprise in writing of the existence of such claim or commencement of such action. Enterprise’s indemnity obligations under this Section 7.1 shall not extend to claims occasioned by the sole negligence or willful misconduct of City. The provisions of this Section 7.1 shall survive termination or expiration of this Agreement.

Section 7.2 Incorporation of Recitals, Exhibits, and Introductory Paragraph. The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals, and the Exhibits attached hereto are hereby incorporated into this Agreement as if fully set forth herein.

Section 7.3 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

Section 7.4 Construction. This Agreement has been reviewed and revised by legal counsel for City and Enterprise, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

Section 7.5 Notices. Any notice or communication required hereunder between City and Enterprise (“**Notice**”) must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express or other similar courier promising overnight delivery. Courtesy notice may be given by email but shall not constitute Notice under this Agreement. If personally delivered, a Notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such Notice shall be deemed to have been given and received on the first to occur of (A) actual receipt by any of the addressees designated below as the Party to whom Notices are to be sent, or (B) five (5)



days after a registered or certified letter containing such Notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a Notice shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written Notice to the other Party hereto, designate any other address in substitution of the address to which such Notice shall be given. Such Notices shall be given to the Parties at their addresses set forth below:

To City: City of Burlingame  
501 Primrose Road  
Burlingame, CA 94010  
Attn: City Manager

With a copy to: City Attorney's Office  
501 Primrose Road  
Burlingame, CA 94010  
Attn: City Attorney

and:

To Enterprise: Eric Street  
Enterprise Rent-A-Car Co of San Francisco,  
LLC  
2633 Camino Ramon  
Suite 400  
San Ramon, CA 94583

With a copy to: Vanguard Real Estate Holdings LLC  
c/o Enterprise Holdings, Inc.  
600 Corporate Park Drive  
St. Louis, MO 63105  
Attention: Real Estate Dept.

Section 7.6. Counterparts and Exhibits; Entire Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original. This Agreement constitutes the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements of the Parties with respect to all or any part of the subject matter hereof.

Section 7.7 Recordation of Agreement. No later than 10 days after City and Enterprise enter into this Agreement, Enterprise shall record this Agreement in the Official Records of the County of San Mateo. Thereafter, if this Agreement is terminated, modified, or amended, Enterprise shall record notice of such action in the Official Records of the County of San Mateo.

Section 7.8 No Joint Venture or Partnership. It is specifically understood and agreed to by and between the Parties hereto that:



A. Any development of the Property is a private development;

B. City has no interest or responsibilities for, or duty to, third parties concerning any improvements on the Property, public or private, until such time, and only until such time, that City accepts the same;

C. Enterprise shall have full power over and exclusive control of the redevelopment process and achievement of an Entitled Project as described herein described, subject only to the limitations and obligations of Enterprise under this Agreement and applicable law; and

D. City and Enterprise hereby renounce the existence of any form of agency relationship, joint venture, or partnership between City and Enterprise and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Enterprise.

Section 7.9 Waivers. Notwithstanding any other provision in this Agreement, any failures or delays by any Party in asserting any of its rights and remedies under this Agreement shall not operate as a waiver of any such rights or remedies, or deprive any such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies. A Party may specifically and expressly waive in writing any condition or breach of this Agreement by the other Party, but no such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision. Consent by one Party to any act by the other Party shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or similar acts in the future.

Section 7.10 City Approvals and Actions. Whenever reference is made herein to an action or approval to be undertaken by City, the City Manager or their designee is authorized to act on behalf of City, unless specifically provided otherwise or the context requires otherwise.

Section 7.11 Estoppel Certificates. A Party may, at any time during the Term of this Agreement, and from time to time, deliver written Notice to the other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party, the following: 1) this Agreement is in full force and effect and a binding obligation of the Parties; 2) this Agreement has not been amended or modified either orally or in writing, or if amended, identifying the amendments; 3) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults; and, 4) any other information reasonably requested. The requesting Party shall be responsible for all reasonable costs incurred by the Party from whom such certification is requested and shall reimburse such costs within 30 days of receiving the certifying Party's request for reimbursement. The Party receiving a request hereunder shall execute and return such certificate, or give a written, detailed response explaining why it will not do so, within 30 days following the receipt thereof. The failure of either Party to provide the requested certificate within such 30 day period shall constitute a confirmation that this Agreement is in full force and effect and no modification or default exists. The City Manager shall have the right to execute any certificate requested by Enterprise hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.



Section 7.12 No Third Party Beneficiaries. City and Enterprise hereby renounce the existence of any third party beneficiary to this Agreement and agree that nothing contained herein shall be construed as giving any other person or entity third party beneficiary status.

Section 7.13 Further Actions and Instruments. Each Party to this Agreement shall cooperate with and provide reasonable assistance to the other Party and take all actions necessary to ensure that the Parties receive the benefits of this Agreement, subject to satisfaction of the conditions of this Agreement. Upon the request of any Party, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement.

Section 7.14 Limitation on Liability. In no event shall any partner, officer, director, member, shareholder, employee, manager, representative, or agent of Enterprise or any manager or member of Enterprise be personally liable for any breach of this Agreement by Enterprise, or for any amount which may become due to City under the terms of this Agreement; or any elected or appointed official, member, officer, agent, or employee of City be personally liable for any breach of this Agreement by City or for any amount which may become due to Enterprise under the terms of this Agreement.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*



IN WITNESS WHEREOF, this Agreement has been entered into by and between Enterprise and City as of the day and year first above written.

**CITY:**

CITY OF BURLINGAME, a California  
municipal corporation

By:

\_\_\_\_\_  
Lisa K. Goldman, City Manager  
*[signature must be notarized]*

APPROVED AS TO FORM:

By:

\_\_\_\_\_  
Michael Guina, City Attorney

ATTEST:

By:

\_\_\_\_\_  
Meaghan Hassel-Shearer, City  
Clerk

**ENTERPRISE:**

\_\_\_\_\_  
\_\_\_\_\_

By:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*[signature must be notarized]*



EXHIBIT A

**PROPERTY DESCRIPTION**

**APN:** 026-113-510

**LEGAL DESCRIPTION:** PARCEL 1 8.411 AC MOL PARCEL MAP VOL 69/17-18