

Town of San Anselmo
Public Works Department

Request for Proposal

Downtown San Anselmo Comprehensive Parking Study & Parking Improvement Plan

January 2018

Submit Proposal to:

Cody Meshberger
Assistant Engineer
Town of San Anselmo
525 San Anselmo Avenue
San Anselmo, CA 94960

Proposal Due Date: March 1st, at 5 pm PST

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INTRODUCTION:

San Anselmo (population 12,600) is located in the heart of the Ross Valley in Marin County, approximately 10 miles north of the Golden Gate Bridge. The Town has continually been improving roadways, updating sidewalks, and augmenting flooding prevention; in the process, some parking has been removed or modified. The Town would like to improve the parking availability and use in the downtown area.

The Town San of Anselmo (“Town”) is requesting proposals from qualified consultants to conduct a Comprehensive Parking Study and a Parking Improvement Plan. See Exhibit A for the study area. Consultants need to submit proposals including both parts of the project: the parking study and the improvement plan.

DESCRIPTION OF PROJECT:

The Town’s primary objectives are to study existing parking options and develop strategies to ensure that the Town is properly and efficiently using the space available for parking in the Downtown area of San Anselmo. It is the Town’s goal to have (1) a well-documented parking study of current quantity and duration of parking use, and (2) an improvement plan that is both accurate and appropriate for the Town’s current and future needs.

The project study area, shown in Exhibit A, is to be studied as to how the area can be improved for use by the community. Town codes and ordinances should be reviewed in order to adequately create a plan in accordance to community standards, or recommended revisions to the codes and ordinances to increase parking supply.

SCOPE OF SERVICES:

Project tasks shall include, but are not necessarily limited to, those items noted below. If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant’s proposal.

- A. Conduct a comprehensive parking inventory of all on and off street parking facilities in the study area shown in Exhibit A to determine the existing parking capacity (total number of spaces) and the types of parking facilities (such as metered spaces, assigned spaces, and spaces with or without time restrictions) in order to determine where the localized parking demands are exceeded, what times of day they are exceeded, where the parking is underutilized, and how effective the local parking is for business owners.
- B. Review of the Town’s current downtown parking infrastructure (public lots, signage, and meters).
- C. Review Town Municipal Code for Town parking requirements and Town policies for parking (time limits, employee parking permits, etc.).
- D. Conduct the parking occupancy study in the study area shown in Exhibit A. Both occupancy and duration should be noted. Two (2) mid-weekday data collection events

while school is in session and it is not raining, each for a twelve (12) hour continuous period, and one (1) Saturday data collection event for an eight (8) hour continuous period on a non-rainy day shall be conducted.

- E. The consultant shall analyze and report peak periods and average duration for weekday and weekend parking, improvement alternatives, and the estimated cost of the top three (3) alternatives that could be implemented to improve the parking in the downtown San Anselmo area.
- F. Assess existing vacancies (except 800 and 804 San Anselmo Avenue) and the number of parking spaces that could be needed if all the potential building space in the study area were fully occupied to potential uses.
- G. Specifically assess the parking space demand, and hours of demand, generated by existing uses at 630-636 San Anselmo Avenue, which may be demolished in the future.
- H. Recommend the appropriate alternate parking plan(s) to implement.
- I. Prepare a Draft Comprehensive Parking Study Recommendation Report that identifies the current state of parking in the study area, the optimum improved parking plan, and alternatives. The Study must also identify estimated cost, time to construct, maintenance requirements, benefits, negatives, safety issues, environmental issues, flooding problems, and heritage tree removal for all alternatives.
- J. Participate in various presentations to select Town staff and the Town Council as deemed necessary by staff. Collect and document comments and concerns from staff and Council members and incorporate those comments as directed.
- K. Prepare a Final Comprehensive Parking Study and improvement plan and provide five (5) bound copies, a digital file copy in PDF format and the data used in analysis both on a CD to the Town.
- L. Progress reports and invoices should be prepared monthly. The progress reports will include a description of work completed, potential issues and resolutions, budget status, and schedule status.

CONTENTS OF PROPOSAL:

To maintain uniformity in the evaluation process, proposals shall be on single-sided, 8½” x 11” paper (Z-folded 11” x17” sheets for charts and graphics are acceptable). The text font shall not be smaller than size 10. **The proposal shall be bound, with tabbed section dividers, and include the following in order:**

Cover Letter

Include the primary consultant’s name and business address, as well as the Project Manager’s name, telephone number and email address. Summarize your understanding of the project and briefly introduce your team. Address any exceptions to the Insurance requirements and/or the Professional Services Agreement, attached as Exhibit C. The cover letter shall be signed by the person authorized to negotiate a contract for proposed services with the Town of San Anselmo on behalf of submitting firm/team.

Organization Chart

Identify the prime consultant, all sub-consultants and their respective roles. Show the Project Manager and the key staff proposed for this project, including sub-consultants' staff. Unless beyond the consultant's control, it is expected the team proposed under this proposal is to remain unchanged throughout the duration of the project. Replacement of key staff without consultation with the Town of San Anselmo will not be permitted.

Prime Consultant Introduction

Include contact information and a brief summary of the firm's organization and history. Provide a resume of each key team member. Provide two references (name, title, agency, and telephone number) for the Project Manager and Task Leaders from similar type/size projects.

Sub-Consultant Introduction

Include contact information and a brief summary of the firm's organization, history, and two firm references. Provide a brief resume (one page each) of each key team member.

Relevant Project Experience

Include similar type/size projects that your team has completed. Provide a project description, services provided and consulting fees. Discuss whether the design and construction were completed on time and within budget.

Project Understanding and Approach

Describe your firm/team's understanding of the work to be performed and identify the approach for key services and/or issues anticipated for this project. Describe Project Manager's and firm/team support and approach to managing project to ensure effort is completed on schedule and within established budget.

Scope of Services

Provide a detailed description of the proposed scope of services through plans, specifications and estimate (PS & E) and bid support. The scope of services submitted with the Consultant's proposal must include a list and number of all deliverables (digital and hard copy) to be provided. Consultant must also plan for the necessary meetings for every aspect of the project.

Project Schedule

Describe the firm/team's, and specifically individual key team members', projected workload and capacity to complete the project according to proposed schedule. Indicate stages of work, time frames, and your team's ability to perform the required services in a timely manner. Indicate the methods and tools used to develop the schedule and the plans to update it throughout the life of the project.

Additional Information

Provide any additional relevant information that may be useful for this project. Please limit this information to not more than two pages.

SCHEDULE:

The following is a preliminary schedule for the project.

Schedule	
Distribution Of RFP	January 18 th
Deadline For Submission Of Questions	February 14 th
Deadline To Submit Proposals	March 1 st
Proposal Review	March 1 st – March 14 th
Notification To All Proposers	March 16 th
Town Interview/Oral Presentations With Final Candidates (If Necessary)	March 19 th – 23 rd
Notification To Finalists	March 30 th
Recommendation Presented To The Town Council	April 10 th
Project To Commence	April 16 th
Project Completion	June 29 th

RFP DISTRIBUTION AND INFORMAL SELECTION PROCESS

The Town will mail (or email) this RFP to a minimum of three firms. For voice or fax communication:

Cody Meshberger
Phone: (415) 258-4654
Fax: (415) 454-4683

The Town will entertain questions on the RFP by email through **February 14, 2018**. The questions should be addressed to Cody Meshberger at:

cmeshberger@townofsananselmo.org

The Town will respond to the questions as a group, in writing, via email to all contact persons of the selected firms by **Friday, February 16, 2018**.

Consultant Selection Committee will evaluate each proposal and rank the consultant teams based on the technical information, qualifications and check of references provided in the proposal. A copy of the evaluation sheet is enclosed for reference as Exhibit B. The project will be awarded based on the proposal and on interviews of the top three firms. Interviews are anticipated to be held at the Town of San Anselmo the week of **March 19, 2018**, after which the top-ranked team will be selected to negotiate the contract.

A blank Professional Services Agreement and appropriate attachments are enclosed for your review as Exhibit C. Consultant's final scope of services will be attached and become part of the executed agreement as an exhibit. The Professional Services Agreement contains provisions to indemnify and hold harmless the Town against any and all liability. Each consultant must fully inform themselves of all project conditions and the efforts required to successfully complete the project. Failure to do so will not relieve the selected consultant of the obligations to carry out the contract.

Please refer to Exhibit C for the necessary amounts of general liability, automotive, worker's compensation and professional liability insurance. The appropriate endorsements are also identified within the Professional Services Agreement. The selected consultant will be required to provide insurance certifications for the given amounts.

RIGHT TO REJECT ALL PROPOSALS

The Town of San Anselmo reserves the right to reject any or all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise. The Town also reserves the right to award a portion of work, or combination thereof.

All costs incurred in the preparation of the proposal, the submission of additional information and/or any aspect of a proposal prior to award of a written contract will be borne by the respondent. The Town will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind, which may be incurred by the respondent. All proposals submitted to the Town of San Anselmo will become the property of the Town.

EXHIBIT A – PROJECT LOCATION AND LIMITS

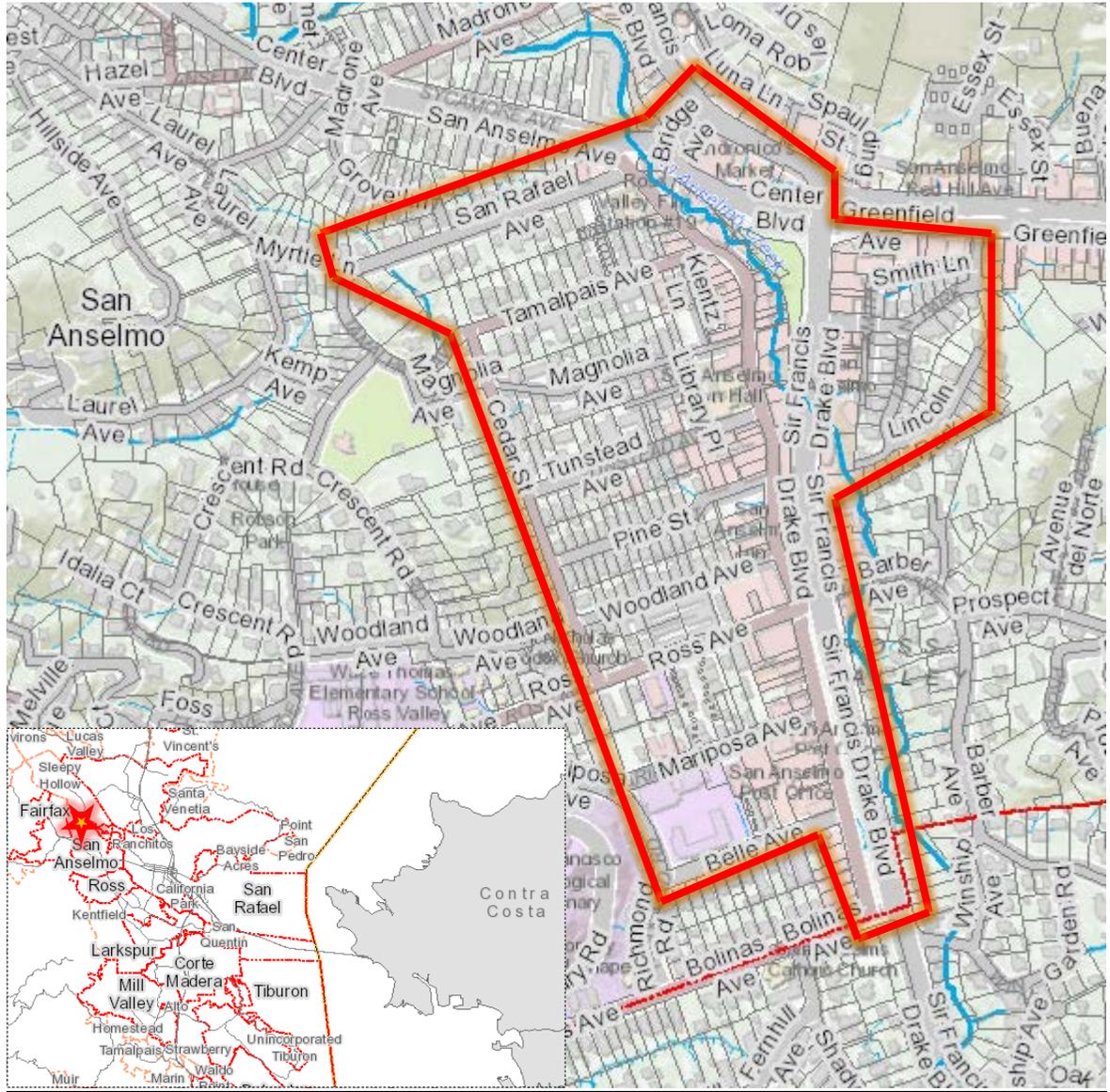


EXHIBIT B – EVALUATION CRITERIA

Selection Criteria and Weighting Percentages

Criteria	Weight
<ul style="list-style-type: none"> • Project Team: This includes the team’s qualifications and relevant individual experience, unique qualifications of key personnel, time commitment of key members and the strength of the Organization Chart 	20%
<ul style="list-style-type: none"> • Project Understanding and Approach: This includes demonstrated knowledge of the work required, explanation of the project, knowledge of Town of San Anselmo processes, and innovative approaches and internal measures for timely completion of project 	30%
<ul style="list-style-type: none"> • Scope This includes the relevance, completeness, and logic of the scope 	20%
<ul style="list-style-type: none"> • Feasibility of Oversight This includes the ability and willingness to respond to Town or State requirements and accessibility to these agencies 	15%
<ul style="list-style-type: none"> • References This includes record of producing quality product on similar projects on time and within budget 	15%
Total	100%

**EXHIBIT C – SAMPLE PROFESSIONAL SERVICES AGREEMENT, INSURANCE
REQUIREMENTS**

**AGREEMENT FOR SERVICES FOR
_____ SERVICES**

This Agreement is by and between the TOWN OF SAN ANSELMO (hereinafter “TOWN”), and _____ (hereinafter “CONSULTANT”). The TOWN and CONSULTANT may hereinafter collectively be referred to as “the Parties.” This Agreement shall become effective on the date on which it is fully executed by the Parties.

The Parties hereby agree as follows:

1. PARTY REPRESENTATIVES.

- A. TOWN. The Town Manager shall be the representative of the TOWN authorized to enter into this Agreement. The Town Engineer is hereby designated the PROJECT MANAGER for the TOWN and said PROJECT MANAGER shall supervise all aspects of the progress and completion of the Services described herein.
- B. CONSULTANT. CONSULTANT shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for CONSULTANT. _____ is hereby designated as the PROJECT DIRECTOR for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR for any reason, the CONSULTANT shall notify the TOWN within ten (10) business days of the substitution.

2. SERVICES AND COMPENSATION.

CONSULTANT hereby agrees to perform the services (hereinafter “Services”) as detailed in the Scope of Services and Prices, attached hereto as Exhibit A and incorporated as though fully set forth herein.

TOWN agrees to timely pay the price (hereinafter “Price”) specified in the Scope of Services and Prices, attached hereto as Exhibit A and incorporated as though fully set forth herein. Payment will be made monthly upon receipt by PROJECT MANAGER of itemized invoices submitted by CONSULTANT

3. TERMINATION.

- A. Discretionary. Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.
- B. Cause. Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party’s failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice within such fifteen (15) day time period.
- C. Effect of Termination. Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. Return of Documents. Upon termination, any and all TOWN documents or materials provided to CONSULTANT and any and all of CONSULTANT's documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to the TOWN as soon as possible, but no later than thirty (30) days after termination.

4. OWNERSHIP OF DOCUMENTS.

The documents and materials prepared by the CONSULTANT in connection with the performance of its duties under this Agreement shall be the sole property of the TOWN. TOWN may use said property for any purpose, including projects not contemplated by this Agreement.

5. INSPECTION AND AUDIT.

Upon reasonable notice, CONSULTANT shall make available to TOWN, or its agent, for inspection and audit, all documents and materials maintained by CONSULTANT in connection with its performance of its duties under this Agreement. CONSULTANT shall fully cooperate with TOWN or its agent in any such audit or inspection.

6. ASSIGNABILITY.

The Parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder without the prior written consent of the other party.

7. INSURANCE.

CONSULTANT shall not commence work under this Agreement until CONSULTANT has obtained all insurance required hereunder from insurance providers acceptable to TOWN. CONSULTANT shall maintain, prior to the beginning of, and for the duration of this Agreement, insurance coverage as specified in Exhibit B attached hereto and incorporated herein as though set forth in full.

8. INDEMNIFICATION.

- A. Except as provided in Subparagraph B, CONSULTANT shall indemnify, release, defend and hold harmless TOWN, its officers, agents, employees, and volunteers, against any claim, demand, suit, judgment, loss, liability or expense of any kind, including attorney's fees and administrative costs to the extent caused by any willful or negligent acts or omissions of CONSULTANT or CONSULTANT's officers, agents, and employees in the performance of their duties and obligations under this Agreement.
- B. Where the services to be provided by CONSULTANT under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, release, defend and hold harmless TOWN, its officers, and employees, against any claim, demand, suit, judgment, loss, liability

or expense of any kind, including attorney's fees, that arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of CONSULTANT in the performance of its duties and obligations under this Agreement.

9. NONDISCRIMINATION.

CONSULTANT shall not discriminate in any way against any person on the basis of age, sex, race, color, religion, ancestry, national origin, or disability in connection with or related to the performance of its duties and obligations under this Agreement.

10. COMPLIANCE WITH ALL LAWS.

CONSULTANT shall observe and comply with all applicable federal, state, and local laws, ordinances, codes, and regulations, in the performance of its duties and obligations under this Agreement. CONSULTANT shall perform all services under this Agreement in accordance with these laws, ordinances, codes, and regulations. CONSULTANT shall release, defend, indemnify and hold harmless TOWN, its officers, agents, and employees from any and all damages, liabilities, penalties, fines, and all other consequences from any noncompliance or violation of any laws, ordinances, codes, or regulations.

11. NO THIRD PARTY BENEFICIARIES.

TOWN and CONSULTANT do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

12. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

To TOWN: Town of San Anselmo
 Attn: Sean Condry
 525 San Anselmo Avenue
 San Anselmo, CA 94960

To CONSULTANT: _____

13. INDEPENDENT CONSULTANT.

For the purposes, and for the duration, of this Agreement, CONSULTANT, its officers, agents, and employees, shall act in the capacity of an Independent Consultant, and not act as employees of the TOWN. CONSULTANT and TOWN expressly intend and agree that the status of CONSULTANT, its officers, agents, and employees, be that of an Independent Consultant and not that of an employee of the TOWN.

14. ENTIRE AGREEMENT – AMENDMENTS.

- A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.
- B. This Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the CONSULTANT and the TOWN.
- C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.
- D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the CONSULTANT and the TOWN.
- E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

15. SET-OFF AGAINST DEBTS.

CONSULTANT agrees that TOWN may deduct from any payment due to CONSULTANT under this Agreement, any monies which CONSULTANT owes TOWN under any ordinance, agreement, contract, or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks, or other amounts.

16. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement, or of any ordinance, law, or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law, or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law, or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, or covenant of this Agreement, or any applicable law, ordinance, or regulation.

17. TOWN BUSINESS LICENSE / OTHER TAXES.

CONSULTANT shall obtain and maintain during the duration of this Agreement, a TOWN business license as required by the Town Municipal Code. CONSULTANT shall pay any and all state and federal taxes and any other applicable taxes. CONSULTANT's taxpayer identification number is _____ and the CONSULTANT certifies under penalty of perjury that said taxpayer identification number is correct.

18. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

19. PERFORMANCE

CONSULTANT shall, at all times faithfully, competently and to the best of its ability, experience, and talent, perform all duties described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this Agreement.

20. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the TOWN in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the TOWN will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the TOWN to any and all remedies at law or in equity.

21. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of TOWN, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to this Agreement during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with this Agreement.

22. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by CONSULTANT in performance of this Agreement shall be considered confidential and shall not be released by CONSULTANT without TOWN's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not, without written authorization from the Town Manager or unless requested by the Town Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the TOWN. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives TOWN notice of such court order or subpoena.

(b) CONSULTANT shall promptly notify TOWN should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or

other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the TOWN. TOWN retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding. CONSULTANT agrees to cooperate fully with TOWN and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, TOWN's right to review any such response does not imply or mean the right by TOWN to control, direct, or rewrite said response.

23. LICENSES

At all times during the term of this Agreement, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the Services.

24. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of CONSULTANT warrants and represents that he/she has the authority to execute this Agreement on behalf of the CONSULTANT and has the authority to bind CONSULTANT to the performance of its obligations hereunder.

25. DISPUTE RESOLUTION

All claims, disputes, or any other matters in controversy between the Parties arising out of or in any way related to this Agreement shall first attempt to be resolved by informal telephonic or written communication between the Parties. In the event that informal techniques do not resolve a dispute, all Parties agree that any dispute will be submitted to mediation, prior to pursuing any other remedies provided by law.

26. ATTORNEY'S FEES

In any action between the Parties arising out of or connected with this Agreement, including any arbitration proceeding, the prevailing party in such action shall be awarded, in addition to any damages, injunctions, or other relief, its costs and expenses, not limited to taxable costs, and reasonable attorney's fees.

27. INTERPRETATION, SEVERABILITY

(a) The headings used in this Agreement are used for convenience only and shall not be construed in interpreting this Agreement. Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural and conversely.

(b) If any portion of this Agreement shall be held invalid or inoperative, then, so far as is reasonable and possible:

1. The remainder of this Agreement shall be considered valid and operative; and

2. Effect shall be given to the intent manifested by the portion held invalid or inoperative.

IN WITNESS WHEREOF, the Parties hereby agree to the terms set forth above.

TOWN OF SAN ANSELMO

CONSULTANT

Public Works Director

Town Manager

By: _____
Name:
Title:

ATTEST:

Town Clerk

TOWN INSURANCE REQUIREMENTS FOR CONSULTANTS

CONSULTANT agrees to provide insurance in accordance with the requirements set forth herein. If CONSULTANT uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, CONSULTANT agrees to amend, supplement or endorse the existing coverage to do so. The following coverage will be provided by CONSULTANT and maintained on behalf of the TOWN and in accordance with the requirements set forth herein.

Commercial General Liability

Commercial General Liability. Primary insurance shall be at least as broad as ISO-CGL form No CG 00 01. Total limits shall be no less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

TOWN and its employees and agents shall be added as Additional Insureds by written endorsement at least as broad as ISO form CG 20 10. Coverage shall apply on a primary non-contribution basis in relation to any other insurance or self-insurance, primary or excess, available to TOWN or any employee or agent of TOWN. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.

Umbrella Liability Insurance. Umbrella Liability Insurance (over primary) shall be required only if the required Commercial Liability Insurance coverage limits exceed \$1,000,000.00 per occurrence. Umbrella Liability Insurance shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion. Starting and ending dates of primary and umbrella (if applicable) policies shall be concurrent.

Commercial Business Auto

Commercial Business Auto. Primary coverage shall be written on a basis at least as broad as ISO Business Auto Coverage form CA 00 01 symbol 1 (Any Auto). Limits shall be no less than \$1,000,000.00 per accident. TOWN and its employees and agents shall be added as Additional Insureds by written endorsement. Starting and ending dates of primary and umbrella (if applicable) policies shall be concurrent. If CONSULTANT owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Workers' Compensation/Employer's Liability Insurance

Coverage shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than \$1,000,000 per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described

above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the TOWN, its employees or agents.

CONSULTANT and TOWN further agree as follows:

1. This Section supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
2. Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Section are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such. The insurance limits or coverage conditions required in this Agreement are not intended to limit coverage and are to be considered minimums.
3. All insurance coverage and limits provided pursuant to this agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the TOWN or its operations limits the application of such insurance coverage.
4. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
5. For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Agreement.
6. All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit CONSULTANT, and CONSULTANT's employees, or agents, from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against TOWN.
7. Unless otherwise approved by TOWN, CONSULTANT's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "AM Best's" Insurance Guide rating of "A-:VII". Self-insurance will not be considered to comply with these insurance specifications.
8. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, TOWN has the right but not the duty to obtain the insurance it deems necessary and any premium paid by TOWN will be promptly reimbursed by CONSULTANT.
9. CONSULTANT agrees to provide evidence of the insurance required herein, satisfactory to TOWN, consisting of certificate(s) of insurance evidencing all of the

coverages required and an additional insured endorsement to CONSULTANT's general liability and umbrella liability policies using ISO form CG 20 10. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage. CONSULTANT agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. CONSULTANT agrees to provide complete copies of policies to TOWN upon request.

10. CONSULTANT agrees that any liability deductibles or self-insured retentions above \$50,000.00 shall be disclosed to and approved by the Town prior to commencing any Services under this Agreement.

11. CONSULTANT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished within 30 days prior to the expiration of the coverages.

12. Any actual or alleged failure on the part of TOWN or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of TOWN or any additional insured, in this or any other regard.

13. CONSULTANT agrees to require all subcontractors or other parties hired for this project to purchase and maintain insurance of the type specified above naming as additional insureds all parties to this Agreement. CONSULTANT agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. CONSULTANT agrees to require that no contract used by any subcontractor, or contracts CONSULTANT enters into on behalf of TOWN, will reserve the right to charge back to TOWN the cost of insurance required by this agreement. CONSULTANT agrees that upon request, all agreements with subcontractors or others with whom CONSULTANT contracts with on behalf of TOWN, and all certificates of insurance obtained in compliance with this paragraph will be submitted to TOWN for review. Failure of TOWN to request copies of such documents will not impose any liability on TOWN, or its employees.

14. CONSULTANT agrees to provide immediate notice to TOWN of any claim or loss against CONSULTANT that includes TOWN as a defendant. TOWN assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve TOWN.

15. If CONSULTANT is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents, and other persons necessary or incidental to its operation of the are insureds.

ADDENDUM

Questions & Clarifications

Questions received by February 14, 2018 are here included. Answers to these questions follow the question denoted by red text. If there are problems distinguishing the red color, please alert the person listed as the contact in the “RFP DISTRIBUTION AND INFORMAL SELECTION PROCESS” section.

1. For Task J, how many meetings does the City has in mind? *An estimated three (3) meetings between staff and the consultant, one (1) public meeting, and one (1) council meeting are expected.*
2. Does the City have a rough number how many parking spaces currently exists in study area? *The city does not have a rough estimate. The best rough estimate can be gained by using a GIS or mapping program to view aerials and/or street views.*
3. Does the City have a rough/approved budget? *There is no rough budget. If proposals are above what the Town deems as a reasonable amount to spend on a study of parking in the downtown area, the scope may be modified.*
4. For Scope item F, will City staff assist in identifying “all potential building space in the study area were fully occupied to potential uses”? *City staff will assist in identifying currently known projects, but it is the consultant’s responsibility to use additional resources to make this determination.*
5. Does the City desire for the consultant to provide any outreach opportunities to downtown property/business owners or customers? *No outreach is expected as part of the parking study. The only “outreach” that would be considered part of the RFP is a survey (paper or digital) if the consultant would like to reach out to the public for their comments. As well as the one (1) public meeting.*
6. How many copies of the proposal are requested? *Three copies of the proposal are requested.*