



TOWN OF
SAN ANSELMO
EST. 1907

**TOWN OF SAN ANSELMO, CALIFORNIA
REQUEST FOR PROPOSALS**

March 22, 2022

**CONSULTANT SERVICES FOR THE PREPARATION
OF A GENERAL PLAN SAFETY ELEMENT**

**PROPOSALS ACCEPTED UNTIL
APRIL 8, 2022, AT 12:00 PM PDT**

**TOWN CLERK
525 SAN ANSELMO AVENUE
SAN ANSELMO CA 94960**

Background

The Town of San Anselmo is 2.7 square miles and is approximately 12 miles north of the Golden Gate Bridge. The Town is home to about 13,000 residents and has 5,518 housing units. Town land uses are primarily residential.

The Town of San Anselmo is inviting Proposals from qualified firms for preparation of a Safety Element for the San Anselmo General Plan.

California Government Code Section 65302(g) requires a Safety Element as one of the seven mandatory Elements of the Town's General Plan. The Town has not adopted a Safety Element. A copy of the Town's current General Plan is available on the Town's website at <https://www.townofsananselmo.org/216/Plans-Policies-and-Regulations>

The Safety Element establishes goals, objectives, and policies to reduce the potential short and long-term risk of death, injury, and property damage from natural and man-made hazards, including fires, floods, droughts, earthquakes, landslides, climate change, and other hazards. The Safety Element should address all current requirements of State law.

The Town's Local Hazard Mitigation Plan may be found here <https://www.townofsananselmo.org/1085/Hazard-Mitigation>

Prior to joining the County's multi-jurisdictional effort, the Town adopted the following Local Hazard Mitigation plan http://sananselmo-ca.granicus.com/DocumentViewer.php?file=sananselmo-ca_b1c7f6d5b89b303b2d17cf66e5acc686.pdf

The Town's Climate Action Plan 2030 is here <https://www.townofsananselmo.org/1303/Climate-Action-Plan-2030>

The Ross Valley Fire Department has prepared notification and evacuation maps <https://firesafemarin.org/prepare-yourself/evacuation-guide/evacuation-maps/>
<https://www.rossvalleyfire.org/evacuation>

All acceptable proposals submitted must include the following:

1. A one-page cover letter of introduction, giving the name, address and whether the proposal is submitted by an individual, partnership, corporation, or joint venture. It must be signed by an individual authorized to bind the firm making the proposal. Within the one-page, other introductory material may be included.
2. A statement of the overall approach to the professional services required and why your firm may be best able to perform the work required.

3. A statement of how you would coordinate the workload with your consulting firm and any sub-consultants if necessary, and any information regarding your experience in working with the other consultant(s).
4. A detailed Scope of Work, including an itemization of all services to be provided and their individual costs. This should include estimated staffing, hours, cost, and a description of each major task and subtask, including public meetings, outreach, and engagement.
5. The consulting firm must prepare the Safety Element update in compliance with all mandatory requirements of Government Code section 65302(g). Preparation of the Safety Element update will rely on utilizing the State Office of Planning and Research General Plan Guidelines and must include, but is not limited to:
 - Discussion on the relationship and consistency of the Safety Element to the other General Plan Elements.
 - Discussion on the relationship and consistency with other local adopted plans and programs, including but not limited to the Town's Local Hazard Mitigation Plan and Climate Action Plan 2030.
 - Review and update of the goals, objectives, and policies, in accordance with Office of Planning and Research (OPR) Guidelines.
 - In accordance with Government Code section 65302(g), the Safety Element must provide clear, professional-quality, maps and exhibits of for the following categories: (1) known seismic and other geologic hazards; (2) flood hazards; (3) historical data on flooding; (4) fire hazards; (5) historical data on wild fires; and (6) evacuation routes, military installations, peak load water supply requirements, and minimum road widths and clearances around structures, as those items relate to identified fire and geologic hazards.
6. Prepare the document using preferably Microsoft Word.
7. Prepare all required documents for California Environmental Quality Act (CEQA) review and submittal, including the Initial Study, Mitigated Negative Declaration or Environmental Impact Report and CEQA Determination. This should include public posting and noticing for comment. For budget purposes, consultant may list different prices depending on the level of analysis that may ultimately be needed.
8. A Community Outreach & Engagement Plan including at least one public workshop, one Planning Commission hearing and one Town Council hearing. The firm should also provide additional recommendations on outreach and engagement opportunities. This must include estimated staffing, hours, cost, and a description of each major task and subtask,

including public meetings, community workshops, and other engagement opportunities.

The Community Outreach & Engagement Plan and process should include a survey to educate and seek input from the community and diverse stakeholder groups, including but not limited to participation by residents, the business community, schools, Cal Fire, all utility providers, and the Federated Indians of Graton Rancheria.

All community meetings will be prepared and facilitated by the consultant. The Community Outreach & Engagement Plan is to include in the proposal how the meetings will be facilitated by the consultant, including the use of any public participation tools and methods that the consultant has experience using.

Consultant must work with staff to identify stakeholders to be invited to provide input. Consultant must prepare all necessary materials, deliver the presentations, and seek input at the workshops and meetings. All materials must be prepared in both English and Spanish.

9. A schedule for completion of each part of the professional services and for the total services.
10. A schedule of hourly rates to be charged for extra work if required during the contract, including cost for attending additional meetings.
11. A list of subconsultants, if any, to be used, the nature of their services, and a statement of their qualifications and references.
12. The name of the project manager and/or staff to be assigned to the project and their resumes. Emphasis should be on personnel involved in comparable projects.
13. A list of Safety Elements, or other comparable projects and the website where each document is available that has been prepared by key personnel that would be assigned to the project.
14. A resume of previous relevant experience, particularly, the preparation of General Plan Safety Elements. Contact persons and references for these projects should be noted. Such experience should be limited to no more than five (5) projects.

Deliverables

Submit 15 hard copies and electronic (editable native files and final publishable version) files of final versions of all documents/products, including one unbound version and an electronic version in pdf format.

Note: All plans, documents, and drawings both in printed and electronic formats prepared by the consultant for the Town are property of the Town of San Anselmo and are to be submitted to the Town.

Submittal and Review Process

- a. Applicant questions: All questions regarding the RFP shall be submitted in writing to Emily Longfellow eblongfellow@epholtzlaw.com. Questions and responses will be posted on the Town website.
- b. Submittal Deadline: APRIL 8, 2022, AT 12:00 PM PDT.
- c. Format and Delivery:
Electronic submittal is accepted. Coordinate with Carla Kacmar, Town Clerk, at ckacmar@townofsananselmo.org for file transfer.

Alternatively, submit two (2) letter-sized copies and one digital copy of the technical proposal, proposed timeline, and project budget to and proposals may be mailed directly to or hand delivered/courier to: Town of San Anselmo, Town Clerk, 525 San Anselmo Avenue, San Anselmo, CA 94960

- d. Submittals will not be returned.
- e. The Town reserves the right to accept or reject any or all proposals, or to alter the selection process in any lawful way, to postpone the selection process for its own convenience at any time, and to waive any non-substantive defects in this RFP or the proposals.
- f. The Town proposes to short list and interview the most qualified firms for consideration during the RFP process, and to modify work plans and scope during negotiations. The Town reserves the right to negotiate with other qualified persons or firms, or to solicit additional statements of qualifications at any point in the project should it fail to negotiate a reasonable fee with the initially selected person or firm or should that firm fail to execute the Town's Agreement.

Proposed Timeline

- | | |
|-----------------|--|
| March 22, 2022: | RFP available on the Town of San Anselmo website |
| April 8, 2022: | Proposals Due at 12 pm PST |
| April 11, 2022: | Interviews if necessary |
| April 26, 2022: | Recommendation to the Town Council and selection of consultant |

Evaluation Criteria

- Firm qualifications
- Project Team Members' Technical Experience
- Project Team Members' graphic presentation

Understanding of Project Issues and Expected Results
Quality of Proposed Work Plan
Quality of References

2. Attachments

Professional Services Agreement Template

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this ___ day of _____ 2022, by and between the TOWN OF SAN ANSELMO (hereinafter "**TOWN**"), and _____ (hereinafter "**CONTRACTOR**").

RECITALS

WHEREAS, TOWN seeks assistance in updating its General Plan Housing Element; and

WHEREAS, **CONTRACTOR** provides professional planning services.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **PROJECT COORDINATION.**

A. **TOWN.** The Town Manager shall be the representative of the **TOWN** for all purposes under this Agreement. The Planning Director is hereby designated the **PROJECT MANAGER** for the **TOWN**, and said **PROJECT MANAGER** shall supervise all aspects of the progress and execution of this Agreement.

B. **CONTRACTOR.** **CONTRACTOR** shall assign a single **PROJECT DIRECTOR** to have overall responsibility for the progress and execution of this Agreement for **CONTRACTOR**. **CONTRACTOR** is hereby designated as the **PROJECT DIRECTOR** for **CONTRACTOR**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute **PROJECT DIRECTOR** for any reason, the **CONTRACTOR** shall notify the **TOWN** within ten (10) business days of the substitution.

2. **DUTIES OF CONTRACTOR.**

CONTRACTOR shall perform the duties and/or provide services as described in the proposal dated _____, attached as Exhibit A.

3. **DUTIES OF TOWN.**

The Town shall use staff time and resources as required to support **CONTRACTOR**, such as by providing project plans and information, application checklists, draft staff reports and draft public notices.

4. COMPENSATION.

For the full performance of the services described herein by **CONTRACTOR**, **TOWN** shall pay **CONTRACTOR** as described in the budget of the proposal dated _____, attached as Exhibit A. Each month, **CONTRACTOR** shall furnish to the **TOWN** a statement of the work performed for compensation during the preceding month and reimbursable expenditures.

5. TERM OF AGREEMENT.

The term of this Agreement shall begin when this Agreement is signed and continue until June 30, 2023. Upon mutual agreement of the parties, and subject to the approval of the Town Manager, the term of this Agreement may be extended for an additional period of 2 months.

6. 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.

7. OWNERSHIP OF DOCUMENTS.

The proposal calls for **CONTRACTOR** to draft documents for applications in coordination with the Town. Any documents written by **CONTRACTOR** under the terms of this agreement shall be the sole property of **TOWN**. **TOWN** or **CONTRACTOR** may use said property for any purpose, including projects not contemplated by this Agreement.

8. INSPECTION AND AUDIT.

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

9. 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, and any attempt to so assign this Agreement or any rights, duties or obligations arising

hereunder shall be void and of no effect.

10. INSURANCE.

A. During the term of this Agreement, **CONTRACTOR** shall maintain, at no expense to **TOWN**, the following insurance policies:

1. **CONTRACTOR** shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$1,000,000) per occurrence, four million dollars (\$2,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. **CONTRACTOR**'s general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that **TOWN** and its officers, officials, employees, and agents shall be additional insureds under such policies.

2. **CONTRACTOR** shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than one million dollars (\$1,000,000) per accident. If **CONTRACTOR** owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

B. The insurance coverage required of the **CONTRACTOR** in Subparagraph A above, shall also meet the following requirements:

1. Except for professional liability and worker's compensation insurance, the insurance policies shall be endorsed for contractual liability and personal injury.

2. Except for professional liability and worker's compensation insurance, the insurance policies shall provide in their text or shall be specifically endorsed to name the **TOWN**, its officers, agents, employees, and volunteers, as additionally named insureds under the policies, and to provide that the insurance shall be primary with respect to any insurance or coverage maintained by **TOWN** and shall not call upon **TOWN**'s insurance or coverage for any contribution. The "primary and noncontributory" coverage in **CONTRACTOR**'s policies shall be at least as broad as ISO form CG20 01 04 13.

3. **CONTRACTOR** shall provide to Town's Project Manager, (a) Certificates of Insurance evidencing the insurance coverage required herein, and (b) text from the insurance policies or the endorsements as specified in Subparagraph B (2).

4. The insurance policies shall provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said insurance policies except upon ten (10) days written notice to Town's Project Manager.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement

coinciding with the effective date of this Agreement.

7. The insurance shall be approved as to form and sufficiency by PROJECT MANAGER and the Town Attorney.

C. Any deductibles or self-insured retentions in **CONTRACTOR's** insurance policies must be declared to and approved by the Town's Risk Manager and the Town Attorney. At **TOWN's** option, the deductibles or self-insured retentions with respect to **TOWN** shall be reduced or eliminated to **TOWN's** satisfaction, or **CONTRACTOR** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. **CONTRACTOR** shall provide to the Project Manager or **TOWN's** Attorney all of the following: 1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; 2) a copy of the policy declaration page and /or endorsement page listing all policy endorsements for the commercial general liability policy, and 3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this agreement. **TOWN** reserves the right to obtain a full certified copy of any insurance policy and endorsement from **CONTRACTOR**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by PROJECT MANAGER and the Town Attorney.

14. INDEMNIFICATION.

A. Except as provided in Subparagraph B., **CONTRACTOR** shall indemnify, defend, and hold harmless the TOWN, and its officers, employees, and agents ("Town indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the **CONTRACTOR's** performance of its obligations under this agreement or out of the operations conducted by **CONTRACTOR**, including the Town's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the **TOWN**. In the event the Town indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONTRACTOR's** performance of this Agreement, the **CONTRACTOR** shall provide a defense to the Town indemnitees, or at the **TOWN's** option, reimburse the Town indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

B. Where the services to be provided by **CONTRACTOR** 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, **CONTRACTOR** 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 **CONTRACTOR** in the performance of its duties and obligations under this Agreement.

12. NONDISCRIMINATION.

17. 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 written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONTRACTOR** 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 **CONTRACTOR** 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.

18. SET-OFF AGAINST DEBTS.

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

19. 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, covenant of this Agreement or any applicable law, ordinance or regulation.

20. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

21. TAXES.

CONTRACTOR shall pay any and all state and federal taxes and any other applicable taxes. **TOWN** shall not be required to pay for any work performed under this Agreement, until **CONTRACTOR** has provided **TOWN** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

22. APPLICABLE LAW.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

TOWN OF SAN ANSELMO

CONTRACTOR
