



San Rafael

Agenda Item No: 5.d

Meeting Date: May 18, 2015

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Management Services – Parking Services

Prepared by: Jim Myhers, Parking Services
Manager

City Manager Approval: *J. Myhers*

SUBJECT: RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. IN THE AMOUNT NOT TO EXCEED \$250,000 FOR A DOWNTOWN PARKING/ WAYFINDING STUDY

RECOMMENDATION: Adopt the Resolution

BACKGROUND: In June 2012, the City of San Rafael completed the Downtown Station Area Plan. The plan included concepts for zoning, design guidelines, access and other considerations for a half mile radius of the future SMART Downtown train station. In anticipation of the SMART station opening in 2016, the City of San Rafael needs to better understand current parking conditions and to anticipate future needs as they relate to SMART. The Downtown Parking and Wayfinding Study was designed to use the Station Area Plan as a baseline for a much more detailed analysis of the issues surrounding parking and wayfinding in Downtown San Rafael. The results of the study will provide a road map that will allow for maximum parking availability and functionality, as well as revitalize wayfinding to and around the Downtown area.

A key result of the study will be to identify existing and future parking needs, to recommend long-range parking management strategies that maximize the utilization of Downtown parking spaces and to develop a vehicular, pedestrian and bicycle wayfinding program for the Downtown area. Consultant services desired as part of this contract include: analyze existing public and private parking supply along with the existing parking utilization patterns and demand, forecast future parking supply and demand after the completion of the SMART train station, recommend parking policies and management options to most effectively utilize available parking, suggest options to provide additional parking (i.e. propose potential site(s) for a new garage), survey key neighborhoods and possibly comparable sized municipalities for input, attend community meetings, present findings at City Council meetings and lastly, provide recommendations for an effective vehicular, bicycle and pedestrian wayfinding program. The new wayfinding program should enhance locals' and visitors' ability to easily

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navigate Downtown San Rafael and from major transportation arteries, find desired destinations and their most convenient parking options, and raise overall awareness of Downtown.

The overarching goal of this project is to support the continued development of Downtown as a vibrant place to live, work, eat, shop, and recreate.

PROCESS: On January 27, 2015, a Request For Proposals (RFP) was advertised in leading parking journals as well as in the Marin Independent Journal. One of the requirements of the RFP was a Disadvantaged Business Enterprise goal of 5%, calculated with the assistance of TAM staff. Since the funds are administered through CALTRANS, this DBE goal was a requirement. After proposals were submitted and reviewed by staff, interviews were held with all four submitting firms. The interview panel consisted of City staff and one member of the planning commission. Kimley-Horn received the highest scores from the panel. Their proposal was for \$248,724 and includes a DBE commitment of 12.56%.

Kimley-Horn has five (5) sub-consultants on the study team who will assist in areas such as data collection, wayfinding, community outreach & workshops, and parking management.

Kimley-Horn's proposed community outreach and participation program includes an initial project charrette which will allow business and property owners as well as Downtown users, an opportunity to learn about the project. The meeting will include group mapping exercises and input surveys and identify existing issues. Community workshops will be held throughout the project. Circlepoint will lead the outreach efforts, engaging the Downtown and nearby business owners and residents, Downtown Business Improvement District, San Rafael Bicycle and Pedestrian Advisory Committee, Design Review Board, City Council and others, as appropriate.

The proposed study timeline is as follows:

- 1) Project meetings and outreach throughout
- 2) Review existing parking conditions
- 3) Map existing parking supply
- 4) Survey existing users
- 5) Review bicycle parking, review pedestrian network, wayfinding program review/recommendations, and project future parking demand generators simultaneously
- 6) Analyze existing zoning & development standards
- 7) Project management throughout
- 8) Draft and final report

The proposed scope of work for the contract is included as Exhibit A. It is expected that the above work will occur over a period of eight to eleven months.

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FISCAL IMPACT: On December 1, 2014 the City Council approved a funding agreement with TAM authorizing \$251,573, including a local match of \$29,082, for the study. The proposed scope of work from Kimley-Horn, attached as Exhibit A, will not exceed the authorized amount.

ACTION REQUIRED: Adopt the resolution

EXHIBIT:

A. Kimley-Horn Scope of Services

CITY COUNCIL OF THE CITY OF SAN RAFAEL

RESOLUTION NO. 13931

RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN CONSULTANTS IN THE AMOUNT NOT TO EXCEED \$250,000 FOR A DOWNTOWN PARKING AND WAYFINDING STUDY

WHEREAS, In December 2013, the City of San Rafael applied to the Transportation Authority of Marin (TAM) for a grant to study parking and wayfinding in and around the Downtown Smart Station; and

WHEREAS, TAM approved funds in the amount of \$251,573, including a local match of \$29,082, for the parking and wayfinding study; and

WHEREAS, there are sufficient funds in the Parking Enterprise Fund to support the \$29,082 local match for the parking and wayfinding study; and

WHEREAS, the San Rafael City Council accepted a grant pursuant to funding agreement No. 2014-019 between the City of San Rafael and TAM on December 1, 2014; and

WHEREAS, City staff worked with TAM to calculate a Disadvantaged Business Enterprise goal of 5% for this contract; and


WHEREAS, on March 25th, 2015, interviews with the four firms that had submitted proposals were conducted and Kimley-Horn received the highest score.

NOW, THEREFORE BE IT RESOLVED that the **SAN RAFAEL CITY COUNCIL** hereby authorizes the City Manager to execute a contract with Kimley-Horn for the parking and wayfinding study in the amount not to exceed \$250,000 in a form approved by the City Attorney.

BE IT FURTHER RESOLVED that this Resolution shall take immediate effect upon adoption.

I, ESTHER BEIRNE, City Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council held on May 18, 2015 by the following vote, to wit:

AYES:	COUNCILMEMBERS: Bushey, Colin, Gamblin, McCullough & Mayor Phillips
NOES:	COUNCILMEMBERS: None
ABSENT:	COUNCILMEMBERS: None


ESTHER C. BEIRNE, City Clerk

AGREEMENT
FOR PROFESSIONAL SERVICES WITH KIMLEY-HORN and ASSOCIATES, INC.
FOR DOWNTOWN PARKING/WAYFINDING STUDY

ARTICLE I INTRODUCTION

- A. This contract is entered into the 18th day of June, 2015, by and between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of "CONSULTANT" is as follows: Kimley-Horn and Associates, Inc.
Incorporated in the State of North Carolina

The Project Manager for the "CONSULTANT" will be Frederick Venter

The name of "LOCAL AGENCY" is as follows: THE CITY OF SAN RAFAEL
The Contract Manager for LOCAL AGENCY will be Jim Myhers.

- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT's Cost Proposal dated April 30, 2015.
- C. Except as provided in Subparagraph B, CONSULTANT shall indemnify, release, defend and hold harmless LOCAL AGENCY, its officers, and employees, against any claim, demand, suit, judgment, loss, liability or expense of any kind, including attorney's fees, arising out of or resulting from any negligent acts or omissions, of CONSULTANT or CONSULTANT's officers, agents and employees in the performance of their duties and obligations under this Agreement.

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 LOCAL AGENCY, 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.

- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this agreement, shall act in an independent contractor capacity and not as officers or employees or agents of the LOCAL AGENCY.
- E. LOCAL AGENCY may terminate this agreement with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this agreement with the CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due CONSULTANT under this agreement prior to termination.
- F. Without the written consent of LOCAL AGENCY, this agreement is not assignable by CONSULTANT either in whole or in part.

- G. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- H. The Firm Fixed Price to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II STATEMENT OF WORK

A. Consultant Services:

The approved CONSULTANT's Statement of Work is attached hereto as Exhibit A and incorporated by reference. If there is any conflict between the approved Statement of Work and this contract, this contract shall take precedence.

ARTICLE III CONSULTANT'S REPORTS AND/OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month with the progress invoice. The report should be sufficiently detailed for the Contract Manager to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Manager, as needed, to discuss progress on the contract.

ARTICLE IV PERFORMANCE PERIOD

- A. This Agreement is entered into as of the date first hereinabove written, and will terminate June 30, 2017. The Agreement may be extended for an additional period upon LOCAL AGENCY and CONSULTANT executing an amendment to this Agreement. Any extension will not increase the Firm Fixed Price as shown in Article V.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. LOCAL AGENCY will reimburse CONSULTANT based on a Firm Fixed Price of Two-hundred Forty-eight Thousand, Seven-hundred Twenty-four Dollars (\$248,724.00), as being the cost to perform all work. Invoicing to be as shown in attached Exhibit B. The Firm Fixed Price shall include all direct costs and overhead such as, but not limited to, transportation, communications, subsistence and materials, and any subcontracted items of work.
- B. The Firm Fixed Price shall not be exceeded, unless authorized by contract amendment.
- C. Progress payments will be made monthly based on percent of work completed per task. LOCAL AGENCY's Contract Manager will be the final evaluator of percent of work complete for payment purposes. Progress payments will only be processed upon receipt of an invoice and progress report submitted to LOCAL AGENCY. CONSULTANT is not to report hours worked or billing rates on any invoice or progress report. If CONSULTANT fails to submit the required deliverable items

according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of Article VI Termination.

- D. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- E. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY's Contract Manager of an invoice. Invoices and progress reports shall be submitted no later than 45-calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone. Invoices shall reference this contract number and project title. Final invoice must contain the remaining amount due of the Firm Fixed Price. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Manager at the following address:

City of San Rafael
City Hall
Office of the City Clerk
Attn: Jim Myhers
1400 Fifth Ave., Room 209
San Rafael, CA 94901

- F. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VI TERMINATION

LOCAL AGENCY reserves the right to terminate this contract upon thirty (30)-calendar days written notice to CONSULTANT with the reasons for termination stated in the notice. The Firm Fixed Price payable to Consultant will be reduced by the percent remaining of the Statement of Work as shown in Exhibit A.

ARTICLE VII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the agreement were executed after that determination was made.
- B. This agreement is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day cancellation clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE VIII CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Manager.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by LOCAL AGENCY's Contract Manager.

ARTICLE IX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. The Agency has established a DBE goal for this Agreement of 5.00%.
- B. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). CONSULTANT should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- C. CONSULTANTS are encouraged to use services offered by financial institutions owned and controlled by DBEs.
- D. It is CONSULTANT's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:
 - 1. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
 - 2. A certified DBE may participate as a prime contractor, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
 - 3. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - i. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - ii. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - iii. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
 - 4. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

5. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
6. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
7. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

E. CONSULTANTS shall adhere to the following regarding subconsultants:

1. Nothing contained in this Agreement or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant, and no subcontract shall relieve CONSULTANT of his/her responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultants is an independent obligation from LOCAL AGENCY's obligation to make payments to the CONSULTANT.
2. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.
3. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.
4. Any substitution of subconsultants must be approved in writing by LOCAL AGENCY's Contract Manager in advance of assigning work to a substitute subconsultant.

F. The following shall pertain to the performance of DBE consultants and other DBE Subconsultants/Suppliers:

1. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing; and other relevant factors.
2. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
3. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

G. The following shall pertain to Prompt Payment of Funds Withheld to Subconsultants:

1. No retainage will be held by LOCAL AGENCY from progress payments due the prime CONSULTANT. Any retainage held by the prime CONSULTANT or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of this provision shall subject the violating prime CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the prime CONSULTANT, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime CONSULTANT and subconsultants.
2. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

H. The following shall pertain to DBE Records:

1. CONSULTANT shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
2. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the CONSULTANT or the CONSULTANT's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25% of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Manager.

I. The following shall pertain to DBE Certification and Decertification Status:

1. If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Manager within 30 days.

ARTICLE X COST PRINCIPLES

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

ARTICLE XI CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, the State Auditor, LOCAL AGENCY, Transportation Authority of Marin, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONSULTANT that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE XIII DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Manager and other City representatives, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY GOVERNING BOARD of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XIV AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Finance Director.

- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Finance Director of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

ARTICLE XV SUBCONTRACTING

- A. CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY'S Contract Manager, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- C. CONSULTANT shall pay its subconsultants with ten (10) calendar days from receipt of the applicable portion of the Firm Fixed Price payment made by LOCAL AGENCY to CONSULTANT.
- D. Any substitution of subconsultants must be approved in writing by LOCAL AGENCY's Contract Manager.

ARTICLE XVI EQUIPMENT PURCHASE

- A. Any necessary Equipment purchase is included in the Firm Fixed Price.
- B. All subcontracts in excess \$25,000 shall contain the above provisions.

ARTICLE XVII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XVIII SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, the LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

ARTICLE XIX INSURANCE

- A. During the term of this Agreement, CONSULTANT shall maintain, at no expense to LOCAL AGENCY, the following insurance policies:
 - 1. A commercial general liability insurance policy in the minimum amount of one million (\$1,000,000) dollars per occurrence for death, bodily injury, personal injury, or property damage.
 - 2. An automobile liability insurance policy, for owned, non-owned, and hired vehicles, in the minimum amount of one million (\$1,000,000) dollars per occurrence.
 - 3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of two million dollars (\$2,000,000) per occurrence/four million dollars (\$4,000,000) aggregate, to cover any claims arising out of the CONSULTANT'S performance of services under this Agreement. Where CONSULTANT is a professional not required to have a professional license, LOCAL AGENCY reserves the right to require CONSULTANT to provide professional liability insurance pursuant to this section.
- B. The insurance coverage required of the CONSULTANT in Paragraph A above, shall also meet the following requirements:
 - 1. Except for professional liability insurance, the insurance policies shall be endorsed for contractual liability and personal injury.
 - 2. Except for professional liability insurance, the insurance policies shall provide in their text or shall be specifically endorsed to name the LOCAL AGENCY, 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 LOCAL AGENCY and shall not call upon LOCAL AGENCY's insurance or coverage for any contribution.
 - 3. CONSULTANT shall provide to the LOCAL AGENCY PROJECT MANAGER 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. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements 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 LOCAL AGENCY Attorney.
 - 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 LOCAL AGENCY's Project Manager.

5. If the insurance is written on a Claims Made Form, such policy shall be retroactive to, or prior to, the effective date of this Agreement, and CONSULTANT shall maintain the same policy in effect for a period ending not less than five years following termination of this Agreement. CONSULTANT shall also continue to provide LOCAL AGENCY with Certificates of Insurance evidencing the insurance coverage required herein, and showing the retroactive date required herein, for five years after substantial completion of services. If coverage is canceled or non-renewed, it shall be replaced with another claims-made policy form with a retroactive date of or prior to the effective date of this Agreement, or else CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
 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 LOCAL AGENCY Attorney.
- C. If it employs any person, CONSULTANT shall maintain worker's compensation and employer's liability insurance, as required by the State Labor Code and other applicable laws and regulations, and as necessary to protect both CONSULTANT and LOCAL AGENCY against all liability for injuries to CONSULTANT's officers and employees. CONSULTANT'S workers compensation insurance shall be specifically endorsed to waive any right of subrogation against LOCAL AGENCY.
- D. Any deductibles or self-insured retentions in CONSULTANT's insurance policies must be declared to and approved by LOCAL AGENCY's Risk Manager and the LOCAL AGENCY Attorney. At LOCAL AGENCY's option, the deductibles or self-insured retentions with respect to LOCAL AGENCY shall be reduced or eliminated to LOCAL AGENCY's satisfaction, or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

ARTICLE XX OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to the LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this agreement; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.

- D. Applicable patent rights provisions described in 41 CFR 1-91, regarding rights to inventions shall be included in the Agreements as appropriate.
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXI CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with the LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this agreement.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this agreement in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by the LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of the LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than LOCAL AGENCY.

ARTICLE XXIII NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXIV EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXV STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. CONSULTANT shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability,

be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

- D. CONSULTANT, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XXVI DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

ARTICLE XXVII STATE PREVAILING WAGE RATES

- A. The State of California's Prevailing Wage Rates are not applicable to this agreement.
- B. Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ARTICLE XXVIII CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

- D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

ARTICLE XXIX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XXX PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

A. CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XXXI NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

Kimley-Horn and Associates, Inc.
Frederik Venter
1300 Clay Street, Suite 325
Oakland, CA 94612

LOCAL AGENCY:

City of San Rafael
City Hall
Office of the City Clerk
Attn: Jim Myhers
1400 Fifth Ave., Room 209
San Rafael, CA 94901

ARTICLE XXXII AGREEMENT

The two parties to this agreement, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this agreement constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this agreement as evidenced by the signatures below.

ARTICLE XXXIII NON-DISCRIMINATION CLAUSE

During the performance of this Agreement, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONSULTANT and subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

ARTICLE XXXIV NO THIRD PARTY BENEFICIARIES

LOCAL AGENCY 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.

ARTICLE XXXV 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.

ARTICLE XXXVI LOCAL AGENCY BUSINESS LICENSE / OTHER TAXES

CONSULTANT shall obtain and maintain during the duration of this Agreement, a LOCAL AGENCY business license as required by the San Rafael Municipal Code. CONSULTANT shall pay any and all state and federal taxes and any other applicable taxes. LOCAL AGENCY shall not be required to pay for any work performed under this Agreement, until CONSULTANT has provided LOCAL AGENCY with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

ARTICLE XXXVII SIGNATURES

CITY OF SAN RAFAEL

Nancy Mackle
Nancy Mackle
City Manager


[CONSULTANT]

By: Frederik Venter P.E # 64621
Title: Associate

ATTEST:

Esther C. Beirne
ESTHER C. BEIRNE
City Clerk

KHACA
03

APPROVED AS TO FORM:

Robert F. Epstein for RFE
ROBERT F. EPSTEIN
City Attorney

EXHIBIT A

City of San Rafael Downtown Parking/Wayfinding Study Kimley-Horn Scope of Services

Task 1: Review Existing Public and Private Parking Conditions

Task 1.1: Review Existing Data Sources

Kimley-Horn will review existing data sources, including recent parking assessments.

Task 1.2: Collect Supplemental Data

Kimley-Horn will collect supplemental data to understand the true use and behavior characteristics of parking within the San Rafael downtown area, using Wiltec as a partner to support data collection efforts.

- Collect inventory and space allocation data, including number of spaces within each parking facility and any specific designations for shared or private parking. The inventory will be provided in an ArcGIS spatial inventory for easy review and adjustment.
- Collect utilization data including peak and non-peak utilization patterns within each facility. This utilization will also include residential street networks to define spillover parking impacts adjacent to transit or commercial areas. This utilization data will be used to define existing conditions, as well as form the baseline for future parking projections using the proprietary Park+® modeling platform.
- Collect turnover and duration data including length of stay, especially related to demands that may be attributed to transit ridership or commercial employment, to allow for specific recommendations to be developed that tailor parking management to the intended use of each section of the study area, such as time limited parking or demand-based pricing structures
- Document ownership and parking restrictions of each parking facility within the downtown study area, including designation of parking facility ownership, restrictions to parking access, and shared or permitted parking allocations. These characteristics will be included in the GIS parking inventory. The data will also be used as baseline data within the Park+® model.
- Conduct manual and automated parking data collection, utilizing License Plate Recognition (LPR) technology for the collection of occupancy and turnover. For those locations where human perception will be needed to define specific trends, Kimley-Horn will send teams of data collectors into the field for collection efforts.

This scope assumes that existing conditions data collection will include peak weekday and weekend conditions, as well as during one special event (i.e. Farmer's Market, etc.). Data collection dates and logistics will be confirmed in coordination with City staff.

Deliverable:

- *Summary of parking data (inventory, occupancy, turnover data, and use information) compiled in spreadsheet format*

Task 2: Map Existing Parking Supply

All data collected in the previous task will be coded into ArcGIS shapefiles by Kimley-Horn, to provide a database of

parking information related to the existing parking system. The database will be used to map existing parking supply, including the following information:

- Parking inventory
- Parking ownership
- Restricted parking relationships
- Parking pricing
- Parking demands by user type
- Latent parking demands from commercial transit, and public parking demands

Kimley-Horn will present this data in the report as a series of GIS maps. This information will be provided in a database that the City can maintain over time and be integrated to show connectivity and relationships between parking location, management, and modes of travel (i.e. walking, bicycling, transit and vehicle use). The location of ADA parking spaces close to commercial and transit facilities will also be important. The information will be directly tied to the Park+® modeling platform.

Deliverables:

- *Inventory of Existing Parking Data in ArcGIS database format (parking inventory, occupancy, turnover data, and use information)*
- *Existing Parking Demand Model Unique to Downtown San Rafael*
- *Series of ArcGIS maps that define inventory, occupancy, ownership, and pertinent parking characteristics*
- *Short-term recommendations for time limit adjustments and demand-based pricing strategies based on existing parking conditions*

Task 3: Survey Existing Users

Task 3.1: Conduct online surveys and an intercept survey

Kimley-Horn and Circlepoint will conduct online surveys and an intercept survey, in person over a period of time to capture parking demand from users and will vary between mornings, midday, and evenings: park-and ride patrons, workers, residents, shoppers/diners, merchants, deliveries, employers, transit riders and drivers (on the vehicle/at the stop). Intercept surveys would be completed by the interviewer, not the interviewee. They should not take more than two minutes to complete. A thank you gift/token will be provided for participants. The participant must receive a comment card with a website address. The survey will be designed and executed to capture all parking users and may include weekend parking preferences. The survey will also evaluate opportunities for shared parking, park-once concepts, and long-term parking versus short-term parking needs. Both quantitative and qualitative information will be collected and would include:

- Time of interview
- Mode of transport by OD pair (bike/walk-bus-bike/walk)
- Duration of parking (perception)
- Parking/trip purpose
- Parking location
- Parking cost
- User type (worker/shopper)
- Security

Task 3.2: Develop a parking user preference profile by user group

Kimley-Horn and Circlepoint will match preferences to parking supply and demand, Travel Demand Management, pricing,

requirements, parking management, wayfinding, travel mode, and the development of an implementation strategy.

Deliverables:

- *Intercept and online surveys by user type*
- *Results from the intercept and online surveys*
- *User Preferences*
- *Survey Results Summary*

Task 4: Review Current Bicycle Parking

Kimley-Horn will develop an inventory of the existing bicycle parking supply within the study area, particularly within proximity to the planned SMART station. This assessment will include:

- Observations of existing bicycle parking utilization
- A review of any planned bicycle parking within the SMART station
- The City's current policies regarding the required provision of bicycle parking in conjunction with development projects

Kimley-Horn will review the downtown bicycle circulation findings and improvement recommendations presented in the Downtown Station Area Plan. Kimley-Horn will provide, as needed, additional recommendations to improve bicycle access and safety within the SMART station area.

Deliverables:

- *Bicycle parking by location on GIS maps*
- *Bicycle parking requirements and recommendations*
- *Bicycle circulation shown on maps (GIS or other illustrative format)*
- *Recommendations to improve bicycle access and safety within the SMART station area*

Task 5: Review Current Pedestrian Network

Task 5.1: Review Current Pedestrian Environment

Kimley-Horn will review the existing pedestrian environment, particularly with respect to pedestrian connectivity to the SMART rail station and bus transit center, and to key public parking facilities.

Task 5.2: Identify, review and assess currently planned pedestrian improvement projects

Kimley-Horn will coordinate with DPW staff to identify currently planned pedestrian improvement projects and the findings and recommended pedestrian improvements identified in the Downtown Station Area Plan will be reviewed and assessed.

Task 5.3: Provide pedestrian-related improvement recommendations

As appropriate, Kimley-Horn will provide additional pedestrian-related improvement recommendations which could enhance pedestrian safety, connectivity, and wayfinding. The existing pedestrian network and recommended improvements will be identified using GIS-based mapping to highlight service/connectivity gaps and areas of need

Deliverables:

- *Pedestrian facilities by location and condition on GIS maps*

- Integrated map with land use types, bicycle routes and parking locations
- Recommendations for pedestrian-related improvements for enhanced safety, connectivity and wayfinding within the SMART station area

Task 6: Wayfinding Program Review and Recommendations

Task 6.1: Review existing downtown wayfinding system and compare it to similar communities

Verde Design and Kimley-Horn will review the City's existing downtown wayfinding system and compare it with those of similar communities. Through the stakeholder involvement and user surveys identified in other tasks, Verde Design and Kimley-Horn will work with City staff, transit agencies (Marin Transit, Golden Gate Transit, SMART, etc.) and area stakeholders to better understand existing and future needs of downtown visitors, employees and transit users.

Task 6.2: Provide key information and recommendations through task 6.1

Kimley-Horn will provide key information and recommendations through task 6.1 including the following:

- Inventory of existing parking, bicycle and pedestrian wayfinding
- Identification of existing wayfinding deficiencies and service gaps
- Overview of wayfinding design strategies (signage, landscaping and place making elements), technologies (static signage, real-time electronic signs, parking guidance systems), branding and best management practices
- Recommended placement and content for improved vehicular/parking, bicycle and pedestrian wayfinding, with particular focus on connectivity to/from the planned SMART station, bus transit center and along US 101 freeway under crossings

Task 6.3: Provide up to three wayfinding system recommendations

Kimley-Horn will provide up to three wayfinding system branding prototype options for upgrading and unifying its existing system.

Deliverables:

- Three branding concepts
- Concept sign face layout for vehicles, pedestrians and bicycles
- One concept layout of an information kiosk
- Maps showing existing and recommended wayfinding sign locations (GIS or other illustrative format)

Task 7: Analyze Existing Zoning and Development Standards

Task 7.1: Evaluate City's zoning code standards, policies and management practices

Kimley-Horn will evaluate the City's zoning code standards, policies, and management practices related to minimum parking requirements, shared parking, and any reduced ratios for special circumstances such as mixed-use or transit-oriented development. This task will build on the information and recommendations provided in the Downtown Station Area Plan to provide a more detailed and comprehensive assessment.

Task 7.2: Professional assessment of current standards and recommend changes

Based on current data and knowledge of future levels of development, Kimley-Horn will make a professional assessment of the City of San Rafael's current standards and recommend potential changes, focusing on whether the policies would remain applicable, or whether they should be modified based on existing parking needs and/or future development patterns. Based on issues, analysis, and future development estimates, Kimley-Horn will evaluate and prepare recommendations that may include the following:

- **Off-street parking requirements** – Kimley-Horn will review the City's current off-street parking requirements and parking demands/capacities to determine requirements for the study area that provide adequate supply without over-parking the area. The result may include proposed changes to existing development ordinances, modifying parking minimum requirements, setting parking maximums, modifying loading area requirements, and refining parking demand and management strategies.
- **Expansion of the Downtown Parking Assessment District** – The existing Downtown Parking Assessment District, which covers the area bounded by E Street, Fifth Avenue, Second Street, and Lincoln Avenue, was created to provide public parking spaces for new development. Within the District, a portion of required parking may be provided in off-site public lots if there is capacity. Kimley-Horn will evaluate the potential for expanding the existing District or creating a new District to include the area east of Lincoln Avenue. This assessment will identify the potential challenges and benefits associated with these considerations, including whether or not portions of the existing Caltrans park-and-ride lots could be utilized or incorporated into the parking district.
- **Revenue control equipment** – Kimley-Horn will provide recommendations for on- and off-street parking revenue control equipment. Kimley-Horn will provide recommendations for additional electronic meter locations, and new parking revenue technologies that provide a more user-friendly parking environment while making collections and management more efficient and cost effective.
- **Shared parking arrangements** – Kimley-Horn will provide recommendations and strategies based on conversations with local stakeholders during the project work session. Stakeholder interviews and meetings will help Kimley-Horn determine the appetite for shared arrangements and will drive the recommendations and strategies for approaching these relationships.
- **Financing alternatives** – Through discussions with stakeholders and City staff at the work session, the Kimley-Horn team will develop financing strategies for the study area and projected parking needs. Strategies to be considered include payment in lieu of parking, parking pricing, commuter financial incentives, bundling versus unbundling parking, parking taxes, etc.
- **Management/pricing strategies (on-street & off-street)** – Kimley-Horn will assist the City in determining the most effective management strategies for existing and proposed new facilities, including general operation, revenue control, security, etc. In addition, Kimley-Horn will help the City determine appropriate time limit restrictions and pricing points for on-street and off-street parking facilities, including time-of-day variation, off-street versus on-street parking pricing, and event parking rates. All of these recommendations will be based on a discussion with City staff to determine successes/shortcomings of existing strategies and pricing in Downtown, and how improvements to the system can drive the success of the study area.

Deliverables:

- *New Zoning and Development Standards*
- *Recommendations based on all areas analyzed in task 7.2.*

Task 8: Project Future Parking Demand Generators

Task 8.1: Parking demand assessment and land use evaluations

For the projection of future parking demand generators, Kimley-Horn will utilize the Park+® modeling application, which allows for dynamic parking demand planning, as well as land use evaluations for business development and growth. Kimley-Horn's intention is to use the model as a scenario development tool to assess changes in within the community, including parking demand from projected development as well as transit specific impacts from the SMART station.

Task 8.2: Model calibration

The model is customized for each user's community, with inputs coming directly from the data provided by the user or collected in the field. The model calibration process uses this localized data to tailor parking generation characteristics and behaviors to the modeled environment, ensuring that the model is depictive of the environment it represents. As part of the model calibration process, the Kimley-Horn team will review parking data collected within the study area, regional and local travel demand modeling results, and transit ridership projections. These data points will be used to ensure accurate projections of existing and future demands within the community.

Deliverables:

- Future parking demand projections for up to three (3) development scenarios
- Park+® modeling application, including software platform and modeling files (Park+® software license fee is included in this cost proposal)
- Training for use and installation of Park+® modeling platform (training will include a one-day training session with up to 10 training manuals)
- Initial on-call support to assist City staff with Park+® model use (up to 20 hours on-call support are assumed in this scope of work)

Task 9: Draft and Final Report

The Kimley-Horn team will develop a Downtown Parking/Wayfinding Study Draft Final Report for City and stakeholders to review. The document will consolidate the work completed as part of the project. Kimley-Horn will address and respond to one round of consolidated comments on the Draft Final Report from the City and its partners. Up to 30 staff hours are assumed for response-to-comments. Up to four hard copies and PDF of the Final Report will be provided and the findings of the study will be presented to the City Council.

Deliverables:

- Draft Downtown Parking/Wayfinding Study
- Final Downtown Parking/Wayfinding Study

Task 10: Project Outreach

Task 10.1: Develop a community outreach and participation program

Kimley-Horn and Circlepoint will develop a community outreach and participation program to inform, gather input, and communicate strategies and recommendations to the public, agency staff, and other stakeholders.

Circlepoint will lead the team's project outreach efforts. The community and stakeholder outreach program will include opportunities to engage a variety of community groups, committees and City representatives, including representatives of the Downtown Business Improvement District, residents of the Downtown and Montecito Area neighborhood groups, the San Rafael Bicycle, Pedestrian Advisory, Design Review Board, and City Council.

As part of the initial project efforts, Circlepoint and Kimley-Horn propose an introductory project charrette, which will allow business owners, property owners, and downtown users the opportunity to learn about the nature of the project, identify existing issues, and provide valuable feedback. The charrette will be interactive in nature and will include group mapping exercises and input surveys (as an extension of the user surveys identified in Task 3).

Task 10.2: Community Workshops

Additional community workshops will be held throughout the duration of the project to provide updates on the status

of the project, and communicate findings and recommendations to provide the community an opportunity to review proposed improvements prior to submission of the final report.

Workshop formats include open forum (discussion and education series), interactive (group exercises and discussion), and informational (drop-in with maps and schematics of recommendations). One of the four workshops will be reserved for the end of the project and will be informative, and will be held after the development of recommendations to provide the community an opportunity to review proposed improvements prior to submission of the draft report.

Deliverables:

- *Kick-Off Meeting*
- *Up to eight (8) Community/Public Meetings*
- *Up to two (2) City Council Sub-Committee Meetings*
- *Up to two (2) Design Review Board Meetings*
- *Presentation of the study findings and recommendations to City Council*

Task 11: Project Management

The Kimley-Horn team will develop a detailed project scope, work plan, and staff management plan. The work plan will identify task and subtask schedules, deliverables, milestones, task responsibilities, and review and approve timelines. The work plan will correspond directly to the project scope of services. Monthly invoicing will be submitted on a percent (%) complete basis with a corresponding progress report.

Deliverables: Monthly Invoicing and Progress Reports

EXHIBIT B

1. Firm Fixed Price is \$248,724. No additional fee or profit is allowable.
2. Firm Fixed Price to be invoiced as a percent complete for Each Task shown in Exhibit A.
3. LOCAL AGENCY Contract Manger is final arbitrator for percent complete determination.
4. Firm Fixed Price includes all direct and indirect costs associated with all services shown in Exhibit A and those that are necessary to complete all services shown in Exhibit A.
5. Invoices are to show percent of work complete by Tasks listed in Exhibit A.
6. Invoice is not to include rates or hours worked.
7. Final Invoice will not be submitted until all work shown in Exhibit A is complete.
8. Final Invoice will be shown as difference between all previous invoices paid and Firm Fixed Price.