



AGENDA REPORT

CITY OF SAN CLEMENTE

CITY COUNCIL MEETING

910 Calle Negocio
2nd Floor
San Clemente, California
www.san-clemente.org

Meeting Date: November 19, 2024

Agenda Item: 11J

Submitted By: Community Development

Prepared By: Zach Rehm, Principal Planner

Subject:

CONSIDERATION OF A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CHEN RYAN ASSOCIATES, INC. FOR THE COMPLETION OF A PARKING AND TRANSPORTATION DEMAND MANAGEMENT ANALYSIS AND POLICY DEVELOPMENT FOR LOCAL COASTAL PROGRAM, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT IN AN AMOUNT NOT TO EXCEED \$250,000, ACCEPTING RELATED GRANT FUNDING, MAKING A SUPPLEMENTAL APPROPRIATION, AND FINDING THE PROJECT STATUTORILY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Fiscal Impact:

There are no direct fiscal impacts. The project would be entirely funded by a California Coastal Commission grant executed in September 2024. Total compensation for these services shall not exceed \$250,000.

Summary:

Before the City Council is the award of a professional consulting services agreement to retain Chen Ryan Associates, Inc. (Consultant) to conduct a Parking and Transportation Demand Management analysis for the downtown, North Beach, Pier Bowl, and other coastal areas. The Consultant's data, analysis, and recommendations will inform parking and land use policy for the pending Local Coastal Program and may inform future policy decisions made by the City Council. The Consultant provided the most comprehensive response of the three qualified proposals received following a Request for Proposals and evaluation process, offering the most value within the stated budget not to exceed \$250,000.

This project is a component of ongoing work towards certification of San Clemente's Local Coastal Program (LCP). The City has a certified Land Use Plan (2018), but does not yet have an approved Implementation Plan. If key findings and recommendations of the project are approved by the City Council, they can be incorporated into the draft Implementation Plan, moving the City closer to LCP certification.

If key findings and recommendations of the project are approved by the City Council and the California Coastal Commission, the City could achieve full Local Coastal Program (LCP) certification. If the parking policies and the shorter more predictable planning review process (LCP) facilitate new development or redevelopment, there could be increases in the property and sales tax base.

Background:

The City of San Clemente does not have a Parking Management Plan and has not significantly modified parking standards within the zoning code since 1996. The City's more recent General Plan (2014, amended 2016) and Coastal Land Use Plan (2018) recognize the importance of multi-modal transportation. The City is still predominately auto-dependent, but there has been a steady increase in the mix of mobility types used and demands of street space.

Over the past decade, the City has invested resources in expanding mobility opportunities in a variety of ways: developing a pedestrian beach trail that links between Metrolink stations; partnering with OCTA to provide seasonal trolleys for public transit; partnering with Lyft to provide subsidized rides near former bus stops; and extending a class 4 bike lane along El Camino Real/PCH towards Dana Point.

A Parking and Transportation Demand Management Plan will help the City implement best practices and navigate next steps in managing parking resources within the broader context of multi-modal accessibility. The Consultant will assist the City with many related objectives:

- Review current City parking conditions, mobility programs, and policies;
- Conduct a parking study and analysis, with a focus on commercial, coastal, and visitor serving areas;
- Conduct public engagement to collect feedback on opportunities and constraints and identify community preferences related to improving parking management and mobility within the City for residents and visitors;
- Develop a Parking and Transportation Demand Management Plan based on the parking study and analysis and current industry standards, which provides recommendations related to appropriate areas and times for paid parking in the City; appropriate modifications to the City's current off-street parking requirements for different use types; opportunities for enhancement or increased efficiency of mobility services (such as the trolley program); and alternatives to reduce off-street parking requirements (such as an in-lieu fee) to facilitate redevelopment of residential, commercial, and public properties;
- Consider improvements to the City's current Zoning Code (Chapters 17.64 and 17.76), which could be incorporated into the City's LCP;
- Consider replacing the Section related to Parking Waivers (17.64.125) with an updated Section on an In-Lieu Fee program, which focuses on programmatic mobility and not just capital improvements; and
- Additional optional objectives are included within the Scope of Work section of the proposed Professional Services Agreement.

Staff prepared a RFP (Attachment 3) for Parking and Transportation Demand Management analysis and advertised on the PlanetBids website. Qualified proposals were received from three firms, Chen Ryan and Associates, Fehr and Peers, and Walker Consultants. An unqualified submittal from Linscott, Law & Greenspan, Engineers was received by email after the submittal deadline stated in the RFP. The three qualified proposals came in with fees between \$231,985 and \$249,980 and proposed varying scopes of work. Upon reviewing the written proposals and after interviews from a panel of City staff, it was concluded that Chen Ryan Associates submitted the best proposal, had a highly qualified project team, and demonstrated relevant experience and capacity for innovation. This firm provided the most comprehensive response of the three

qualified proposals, and offers to provide the most services, thus value, within the stated budget not to exceed \$250,000.

Council Options:

- Adopt Resolution No. 24-182, which would award a professional consulting services agreement to Chen Ryan Associates, Inc., authorize the City Manager to execute the agreement in an amount not to exceed \$250,000, accept related grant funding, make a related supplemental appropriation, and find the project statutorily exempt from the California Environmental Quality Act (CEQA) under Section 15262 (Feasibility and Planning Studies) of the state CEQA Guidelines.
- Modify and adopt Resolution No. 24-182.
- Continue the item and provide staff with an alternative direction.
- Do not approve Resolution No. 24-182, which would result in the City not entering into an agreement with Chen Ryan Associates.

Environmental Review/Analysis:

This project is statutorily exempt under CEQA Guidelines Section 15262 “Feasibility and Planning Studies”. Additionally, the project is exempt under CEQA Guidelines Section 15378 because it has no potential result in either a direct or physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

Recommended Actions:

Staff recommends that the City Council adopt Resolution No. 24-182, which would:

1. Find the project statutorily exempt from the California Environmental Quality Act (CEQA) under Section 15262 (Feasibility and Planning Studies) and 15378 (No Potential for Impact) of the state CEQA Guidelines;
2. Award a professional consulting services agreement to Chen Ryan Associates, Inc. to conduct a parking and transportation demand management analysis for the downtown, North Beach, Pier Bowl, and other coastal areas;
3. Authorize the City Manager to execute the professional consulting services agreement (Attachment 2) in an amount not to exceed \$250,000;
4. Accept grant revenues in the amount of \$250,000 to account #001-000-33446 (Coastal Grant Revenue); and
5. Approve a supplemental appropriation of \$250,000 to account number 001-433-43695 (Professional Studies).

Attachment:

1. Resolution No. 24-182
2. Professional Services Agreement with Chen Ryan Associates
3. Request for Proposals for Parking and Transportation Demand Management Analysis

Notification:

All proposers

RESOLUTION NO. 24-182

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE, CALIFORNIA, APPROVING A PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH CHEN RYAN ASSOCIATES, INC. FOR THE COMPLETION OF A PARKING AND TRANSPORTATION DEMAND MANAGEMENT ANALYSIS AND POLICY DEVELOPMENT FOR LOCAL COASTAL PROGRAM, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT IN AN AMOUNT NOT TO EXCEED \$250,000, ACCEPTING RELATED GRANT FUNDING, MAKING A SUPPLEMENTAL APPROPRIATION, AND FINDING THE PROJECT STATUTORILY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, a well-managed parking supply and transportation alternatives are an important component of public access to the City of San Clemente's downtown and coastal resources while also contributing to economic development; and

WHEREAS, the City of San Clemente does not have a Parking Management Plan and has not significantly modified parking standards within the zoning code since 1996; and

WHEREAS, the City's more recent General Plan (2014, amended 2016) and Coastal Land Use Plan (2018) recognize the importance of multi-modal transportation; and

WHEREAS, over the past decade, the City has invested resources in expanding mobility opportunities in a variety of ways, such as: developing a pedestrian beach trail that links between Metrolink stations; partnering with OCTA to provide seasonal trolleys for public transit; partnering with Lyft to provide subsidized rides near former bus stops; and extending a class 4 bike lane along El Camino Real/PCH towards Dana Point; and

WHEREAS, the City applied for, and was awarded, a grant from the California Coastal Commission to hire a consultant to conduct a Parking and Transportation Demand Management analysis for the downtown, North Beach, Pier Bowl, and other coastal areas in September of 2024; and

WHEREAS, the consultant's data, analysis, and recommendations will inform parking and land use policy for the pending Local Coastal Program and may inform future policy decisions made by the City Council; and

WHEREAS, a Parking and Transportation Demand Management Plan will help the City implement best practices and navigate next steps in managing parking resources within the broader context of multi-modal accessibility; and

WHEREAS, pursuant to City policy 901-1, the City issued a Request for Proposals (RFP) on September 25, 2024 and received three qualified proposals and conducted interviews of all three firms submitting timely proposals; and

WHEREAS, Chen Ryan Associates, Inc. submitted the most responsive proposal based on cost, schedule, experience, and project understanding, is an experienced and qualified contractor with the qualifications to conduct the Parking and Transportation Demand Management analysis, and its price is fair and reasonable.

NOW THEREFORE, the City Council of the City of San Clemente, California, does hereby find, determine, and resolve as follows:

1. That the foregoing recitations are true, correct, and incorporated fully herein.
2. That the City Council desires to develop a Parking and Transportation Demand Management Plan.
3. That, based on substantial evidence in the record as a whole, the project is statutorily exempt from the California Environmental Quality Act (CEQA) under Section 15262 (Feasibility and Planning Studies) and 15378 (No Potential for Impact) of the state CEQA Guidelines.
4. That a professional consulting services agreement is hereby awarded to Chen Ryan Associates, Inc. for a Parking and Transportation Demand Management analysis.
5. That the City Manager is authorized and directed to execute an agreement with Chen Ryan Associates, Inc. in an amount not to exceed \$250,000 in a form substantially similar to that presented to the City Council on November 19, 2024.
6. That grant revenues in the amount of \$250,000 are hereby accepted into account #001-000-33446 (Coastal Grant Revenue).
7. That a supplemental appropriation in the amount of \$250,000 is made to account number 001-433-43695 (Professional Studies).
8. That City staff is authorized and directed to take execute such other and further documents and take such actions as are necessary or proper to fulfill the purposes and intent of this resolution and proceed with the project.
9. That the City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED this 19th day of November, 2024.

ATTEST:

City Clerk of the City of
San Clemente, California

Mayor of the City of San
Clemente, California

STATE OF CALIFORNIA)
COUNTY OF ORANGE) §
CITY OF SAN CLEMENTE)

I, LAURA CAMPAGNOLO, City Clerk of the City of San Clemente, California, do hereby certify that Resolution No. 24-182 was adopted at a regular meeting of the City Council of the City of San Clemente held on the _____ day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Clemente, California, this _____ day of _____, _____.

CITY CLERK of the City of
San Clemente, California

Approved as to form:

Elizabeth A. Mitchell, City Attorney

CITY OF SAN CLEMENTE**PROFESSIONAL CONSULTANT SERVICES AGREEMENT****1. PARTIES AND DATE.**

This Agreement is made and entered into this 19th day of November, 2024, by and between the City of San Clemente, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 910 Calle Negocio, San Clemente, California, 92673 ("City") and Chen Ryan Associates, Inc., a California corporation, with its principal place of business at 3900 Fifth Avenue, Suite 310, San Diego, California 92103 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain professional transportation data collection and analysis consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional transportation data collection and analysis consulting services to public clients, is licensed in the State of California, if applicable, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional transportation data collection and analysis consulting services for the Parking and Transportation Demand Management Analysis and Policy Development for Local Coastal Program project ("Project") as set forth in this Agreement.

3. TERMS.**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional transportation data collection and analysis consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from November 19, 2024 until the project is completed, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this

Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control, the City being only concerned with the finished results of the work being performed. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be solely responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Neither Consultant nor Consultant's employees shall in any event be entitled to any benefits to which City employees are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. Consultant is solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

3.2.2 PERS Eligibility and Employee Payments Indemnification. In the event that Consultant's employee providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions that would otherwise be the responsibility of the City. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant's employees providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contributions to be paid by City for employer contributions and/or employee contributions for PERS benefits. Consultant agrees to defend and indemnify the City for any obligation, claim, suit or demand for tax, retirement contribution including any contribution to the PERS, social security, salary or wages, overtime payment, or workers' compensation payment that the City may be required to make for work done under this Agreement. The provisions of this section 3.2.2 are continuing obligations that shall survive expiration or termination of this Agreement.

3.2.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.4 Endorsement on PS&E/ Other Data. Consultant shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by Consultant, and where appropriate will indicate Consultant's authorized signature and professional registration number.

3.2.5 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.6 Substitution of Key Personnel. Consultant has represented to City that

certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Monique Chen, Principal In Charge; Jonathan Sanchez, Project Manager; Phuong Nguyen, QA/QC Manager.

3.2.7 City's Representative. The City hereby designates Zach Rehm, Principal Planner, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.8 Consultant's Representative. Consultant hereby designates Jonathan Sanchez, Project Manager, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.9 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.10 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed

from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.12 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "C" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "D" attached hereto and incorporated herein by reference. The total compensation shall not exceed two hundred and fifty thousand dollars (\$250,000) without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any

expenses unless authorized in writing by City, or included in Exhibit "D" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "D" may be adjusted each year at the time of renewal as set forth in Exhibit "D."

3.3.6 Labor Code Requirements.

3.3.6.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code sections 1725.5 and 1771.1 shall not apply to Services performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code sections 1725.5 and 1771.1.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of fCRA's (4) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time, with or without cause, by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Chen Ryan Associates, Inc
3900 Fifth Avenue, Suite 310
San Diego, California 92103
ATTN: Jonathan Sanchez

City: City of San Clemente
910 Calle Negocio
San Clemente, CA 92673
ATTN: Laura Campagnolo, City Clerk and Zach Rehm,
Principal Planner

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for

any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification.

3.5.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers,

employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

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

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

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

3.5.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City, state and federal grant requirements and related programs, policies and guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts/Electronic Signatures. This Agreement may be signed in counterparts, each of which shall constitute an original. This Agreement may be signed with the same force and effect as original ink signatures.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all

provisions stipulated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite of their signatures.

CITY OF SAN CLEMENTE

By: _____
Andy Hall, City Manager

Dated: _____, 20__

ATTEST:

CITY CLERK of the City of
San Clemente, California

APPROVED AS TO FORM:

Elizabeth A. Mitchell, City Attorney


**APPROVED AS TO AVAILABILITY
OF FUNDING:**

Finance Authorization

Chen Ryan Associates, Inc., a California corporation ("CONSULTANT")

By: 
Monique J. Chen, CEO

Dated: November 13, 2024

By: 
Phuong Nguyen, Vice President

Dated: November 13, 2024

EXHIBIT "A"
SCOPE OF SERVICES

Consultant shall perform the following services for the City to the City's satisfaction (collectively, the "Services"):

Task 1 – Administrative

TASK 1.1 KICK-OFF MEETING

Consultant will organize a project kick-off meeting with the City of San Clemente Project Manager to refine the scope and schedule, discuss priorities, establish communication channels, and clarify expectations, data needs, and roles. An agenda will be prepared in advance, and key decisions and action items will be summarized in a meeting minutes document.

TASK 1.2 PROJECT MANAGEMENT PLAN

A Project Management Plan will serve as the roadmap for this project. It will be developed and submitted within one week after the kick-off meeting, documenting the finalized schedule, work plan, budget, staff assignments, City staff/intern support (if appropriate), GIS meta data specification, and project milestones. The Project Management Plan will outline QA/QC procedures, the process for submitting and finalizing deliverables, and document project risks and solutions. This living document will be updated as needed throughout the project.

TASK 1.3 CHECK-IN MEETINGS AND COORDINATION

Consultant will facilitate bi-weekly meetings with the City of San Clemente Project Manager to provide updates on project progress, discuss upcoming deliverables, including data collection efforts, and address potential issues. Agendas will be prepared and distributed before each meeting, with key decisions and action items summarized in concise notes afterward.

TASK 1.4 INVOICING AND PROGRESS REPORT

Consultant will submit monthly invoices that outline hours worked and total expenditures for each task, along with a progress report. Consultant will prepare a monthly progress report, which will be updated during each bi-weekly meeting. The report will summarize the work completed over the previous two weeks, highlight any challenges or issues encountered, provide the percentage of project completion by task, and explain any variances between the actual progress and the work plan. To enhance efficiency, it is assumed that three of the 24 bi-weekly meetings can be replaced with general meetings, open to employees, boards, and commissioners for an overview and discussion of the study. The monthly progress report will be submitted at the end of each month along with the monthly invoice.

Task 1 Deliverables:

- ▶ *Kick-Off Meeting including Agenda and Meeting Minutes*
- ▶ *Up to 24 Project Management Meetings including Agendas and Summaries*
- ▶ *Monthly Invoices and Progress Reports*
- ▶ *Project Management Plan*

Task 2 – Public Outreach/ Survey Of Residents, Businesses, And Stakeholders To Assess Parking And Mobility Needs And Preferences

TASK 2.1 – POTENTIAL STAKEHOLDER SURVEY

Consultant will coordinate with the City to refine the list of stakeholders that is developed during the Project Kick- off meeting. This list will include the following:

- **Business/Property Owners:** This list will be obtained from Parcel Quest and include all property owners and businesses that are located within 500 feet of the Project study area.
- **Business Association/Home Owners Association:** Developed in coordination with the City during the project kick off meeting.
- **Equity Focused, Disadvantaged, Low-income Communities:** In coordination with the City, Consultant will reach out to community-based organizations to inform them about the Project and the survey. Consultant will coordinate with up to ten (10) community- based organizations to inform their constituents about the Project and the survey. Potential community-based organizations include operators of nearby affordable housing developments, Community Outreach Alliance Food Connection, Baha’l Center in San Clemente, Cotton’s Point Senior Apartments operators, etc.
- **Native American Tribes:** In coordination with the City, Consultant or the City will contact the Juaneno Band of Mission Indians using the information available in the Orange County Native American Heritage Commission Tribal Consultation List to inform them about the survey, the project, and invite those who are interested to join the stakeholders working group.
- Consultant will then provide the final potential stakeholder survey list to City for review, develop the invitation letter, and assist the City with the mailing. It is assumed that the City will do the actual mailing.
- At the same time, Consultant will prepare an online survey that targets stakeholders for the City to review. A link and QR code to the online survey will be included in the invitation letter. The survey questions will focus on how each stakeholder feels about the study area, their experience with parking in the study area, and whether they want to subscribe to an email list to stay up to date about the Project. Should the City determine at a later time that additional outreach is needed, the email list can also be used to reach out to these interested parties.

TASK 2.2 – PUBLIC OUTREACH / POP-UP EVENT

Consultant will coordinate with the City and the appropriate organization to conduct up to two (2) pop-up events to gather input from residents and visitors about their perspective of parking within the study area. Pop-up events are one of the greatest sources for public survey, especially when the pop-up survey booth align with the theme of the event. This is to ensure that the City gets the greatest number of survey participants for this planning effort. Similar to the stakeholder’s survey, the intercept survey will also be an online survey that can be taken either at the pop-up booth via Consultant iPads or the participant can scan the QR code to take the survey at their convenience.

To maximize community engagement, intercept surveys will be conducted in high-traffic locations or during special events. It is important to note that while the initial study area is generally established, feedback from the outreach effort may call for modifications to ensure comprehensive data collection and proactively address the community’s concerns. The first data collection effort is scheduled for the off-peak period (November-January), making it crucial to prioritize outreach activities between November and December to allow for parking occupancy data collection in January. Therefore, to maximize community engagement and ensure alignment with the project schedule, Consultant have identified several upcoming special events as ideal opportunities for conducting intercept surveys:

- Doggie Drive (11/23/2024)
- Shop Small Saturday (11/30/2024)
- Puttin’ on the Glitz (12/07/2024)
- Santa’s Village by the Sea (12/07/2024)
- Sunsets with Santa (12/15/2024)
- Sunsets with Santa (12/22/2024)
- Village Art Faire (Occurs monthly on the 1st Saturday)

Consultant will coordinate with the City to determine the most appropriate event to conduct pop-up outreach. Up to 10 hours of pop-up outreach are assumed, which could be distributed to cover up to three events. Consultant recommend that the first pop-up outreach occurs on 12/07/2024 and covers both Puttin’ on the Glitz and Santa’s Village by the Sea. Similar to the stakeholder survey, the intercept survey will ask participants if they want to subscribe to an email list to stay up to date about the Project. Should the City determine at a later time that additional outreach is needed, the email list can also be used to reach out to these interested parties.

TASK 2.3 – PUBLIC OUTREACH DOCUMENTATION

Consultant will summarize the public outreach efforts, including the number of surveys conducted, potential study area updates, public perceptions, and other relevant information

into a technical memorandum. The finding documented in the technical memorandum will also be incorporated into the Existing Conditions.

Task 2 Deliverables:

- ▶ *Prepare one (1) invitation letter.*
- ▶ *Prepare one (1) online survey for potential stakeholders.*
- ▶ *Prepare one (1) intercept survey. The survey will be online and will be collected using iPads during the pop-up event.*
- ▶ *Conduct up to three (3) pop-up events in the study area. Survey results will be summarized and documented within one (1) week of the completion of each pop-up event.*
- ▶ *Summarize the public outreach efforts and findings in a technical memorandum and present at the bi-weekly check-in meeting.*

Task 3 - Review of current required parking ratios within the City's Zoning Code and comparison against best available information; potential sources include ULI, ITE, and off-street parking ratios of nearby coastal cities.

During the project kick-off meeting, Consultant will provide the City with a list of jurisdictions where Consultant currently maintain up-to-date information and recommend further research for other relevant areas.

After the Project kick-off, Consultant will conduct a comprehensive review of parking requirements, off-street parking ratio, coastal overlay, parking management overlay, targeted utilization rate and other relevant information. Consultant's comprehensive database will be expanded with an additional review of other coastal cities, focusing on:

Restaurant, commercial, and residential parking ratios: Although residential parking ratios were not explicitly listed in the RFP, Consultant's experience with the San Clemente HEU suggests that they may need to be addressed as part of HEU implementation. Since parking ratios are typically grouped in the same section of municipal codes, adding residential parking requirements would not require extra hours.

Curbside management strategies: This includes short-term loading programs and app-based delivery programs (if adopted).

Existing loading or limited-term parking curb markings: Consultant will examine both the regulatory requirements in the municipal code and the estimated number of

spaces per block in coastal areas. A limited sampling of up to three blocks (up to 600 feet each) per jurisdiction will help us better understand loading space provisions in other cities.

Parking districts and overlay zones: Consultant will review whether jurisdictions have parking districts, how they are managed, and any associated fees. If overlay programs exist, Consultant will include their specific requirements.

Target utilization rates: Consultant will assess whether any jurisdictions have adopted or target utilization rates different from the widely accepted industry standard of 85% occupancy.

In-lieu fee programs (if applicable): A summary will be provided on how these programs are used and calculated.

Curb Café programs (if applicable): Consultant will summarize how these programs are implemented, including any fees associated with public right-of-way usage.

This phase will take place over three distinct timeframes, according to the project schedule. Immediately after the kick-off meeting, Consultant will conduct the additional research and provide a technical memorandum summarizing Consultant's findings from other jurisdictions, including a list of policies to consider as the project progresses.

Following the parking assessment in Task 7, Consultant will revisit and refine the preliminary recommendations. This iterative process ensures that the final recommendations are grounded in best practices and regional comparisons while addressing the unique conditions and needs identified through the detailed parking assessment. For example, data from the assessment will allow us to make data-driven refinements to restaurant and commercial parking ratios to reflect existing, temporal (time-based), and future needs. Consultant's destination-based occupancy analysis (outlined further in Task 7) can help justify the elimination or relocation of loading zones and limited-term curbs spaces. Finally, the integration of parking data and public outreach will help identify where parking districts are both effective and desired by the community. After refining the preliminary recommendations, the final recommendations will be incorporated into the Parking Management Plan.

Task 3 Deliverables:

- ▶ *Prepare a comprehensive database of parking requirements from ULI, ITE, up to ten (10) coastal cities, and San Clemente.*
- ▶ *Prepare one (1) technical memorandum summarizing the comparison, findings, and preliminary recommendations.*
- ▶ *Refine preliminary recommendations and incorporate final recommendations into Parking Management Plan.*

Task 4 – Review Of Parking Management Plans and Policies From Comparable Coastal Communities

In conjunction with Task 3, Consultant will conduct a comprehensive review of relevant plans, studies, and policies from up to ten (10) comparable coastal cities, incorporating Consultant's existing database of information gathered from previous work. This review will include, but not be limited to, the documents listed in the RFP, such as the Carlsbad Village Parking Study (both the currently adopted and the one currently in progress), the Dana Point Citywide Parking Implementation Plan, the City of Laguna Beach Parking and Transportation Management Report. Based upon Consultant's experiences with conducting research on behalf of the City of Carlsbad and the City of Encinitas, larger jurisdictions such as the City of Santa Monica or City of Long Beach tend to have more codified coastal programs and parking management plans, whereas mid-size cities such as Dana Point, Carlsbad, Encinitas usually have programs that tend to be based off of the larger jurisdictions and then refined to meet the local needs. Thus, by reviewing and understanding programs from larger jurisdictions, Consultant can glean from the lessons learned from those jurisdictions as they moved through the Coastal Commission process and avoid any pitfalls. Consultant's analysis of these documents will focus on identifying innovative strategies and best practices that can be adapted to the San Clemente context, considering the unique requirements and opportunities presented by the City's LCP. Consultant will pay close attention to how other coastal cities have addressed similar challenges related to parking demand, multi-modal transportation, and coastal access, while remaining compliant with the Coastal Act and their respective LCPs. Specifically, Consultant will analyze how these jurisdictions have:

- **Developed flexible and adaptive parking management strategies:** This includes exploring their fee structure, in-lieu fee programs, and alternative transportation options to reduce reliance on single-occupancy vehicles and promote a balanced approach to parking management.
- **Protected and enhanced public access to the coast:** Consultant will examine how these plans integrate strategies to ensure convenient and equitable access to coastal areas while managing parking demand and minimizing environmental impacts.
- **Promoted multi-modal transportation options:** Consultant will analyze how these cities have successfully integrated pedestrian, bicycle, and public transit infrastructure and programs to reduce reliance on cars and enhance connectivity.
- **Balance between parking rate and economic development:** Hourly parking rates adopted by each jurisdiction should always balance between the cost to operate the parking program and the economic viability of the area in which the meters are installed. On one end, parking meter fees should account for the cost of operating the parking program, including underlying costs such as credit card fees, data transmission fees, parking enforcement, among other things. At the same time, too high of a parking meter rate would deter customers from visiting the areas and negatively impact nearby businesses and/or cause a parking spill over approach

into nearby residential areas where the parking rates may be lower. This analysis will assess the affordability of parking, its impact on local businesses and coastal access, and how San Clemente's rates compare to those in neighboring coastal cities, taking into account LCP policies that influence parking pricing. For example, the LCP states, "A range of parking fees should be implemented in areas used by the public to access public beaches and parks in order to maximize public access and recreation opportunities." This suggests that parking fees should be designed to promote coastal access and recreational opportunities, not discourage them.

As part of this task, Consultant will document the parking rates of each jurisdiction that has a parking fee program and include relevant socio-economic data information in order to provide a like-for-like comparison. For example, by comparing parking meter rates against the cost to rent 1,000 square feet of retail space in the City of Dana Point against those in the City of San Clemente, Consultant can provide a like-for-like comparison that acknowledges the unique environment in each of the jurisdiction. This information will be included in comprehensive pro-forma that will be conducted as a part of the Parking and Transportation Demand Management Plan.

This multi-faceted approach will ensure that Consultant's recommendations are data-driven, context-sensitive, and tailored to the unique needs and aspirations of San Clemente. Overall, Consultant's approach can be summarized in Consultant's key steps:

- **Review of San Clemente's Current Practices: Concurrently with Task 3, Consultant will begin by conducting a thorough review of San Clemente's existing parking strategies, including relevant sections of the zoning code, the Local Coastal Program (LCP), and any other applicable ordinances.**
- **Comprehensive Data Collection:** Consultant will then develop a comprehensive database of best practices and regulations from up to ten (10) similar coastal cities across California. In addition to collecting hourly parking meter rates, this review will focus on identifying innovative strategies that are relevant to San Clemente's unique context, with a particular focus on how they address in-lieu fees, permit parking programs, enforcement, and parking districts, to name a few. This extensive review will provide a solid foundation for understanding current practices and identifying potential areas for improvement.
- **Targeted Interviews:** If requested by the City, Consultant will schedule and conduct follow-up interviews either via email or virtual calls (zoom call) with representatives from up to five (5) coastal cities. Cities will be strategically selected based on comparability to San Clemente in terms of size, population, coastal location, and parking challenges. Consultant will prioritize cities that have implemented innovative solutions and have readily available parking data. For example, several cities in southern California, including Oceanside, Carlsbad, Encinitas, and San Diego, have recently implemented Neighborhood Electric Vehicle (NEV) programs that help address the demand for alternative modes of transportation and reduce the need for parking. Interviewing the

cities about such programs, the effectiveness of their approach, and lessons learned during the implementation process can provide valuable context for evaluating San Clemente's existing regulations and identifying solutions that can be adapted to the City's unique context.

- **Technical Memorandum and Preliminary Recommendations:** The culmination of Consultant's analysis will be a concise and informative technical memorandum documenting Consultant's findings. This memo will provide a summary of the comprehensive database, a detailed comparison of San Clemente's parking regulations to said database, and preliminary recommendations for updating the City's zoning code, LCP, and any other applicable ordinances.

This four-step approach ensures that Consultant can provide the City with actionable insights and strategies to optimize its parking regulations and achieve its transportation goals.

Following the parking assessment conducted in Task 7, Consultant will revisit and refine the preliminary recommendations outlined in the technical memorandum and final recommendations will be incorporated into the Parking and Transportation Demand Management Plan. This iterative approach ensures that CRA's final recommendations are not only grounded in best practices and regional comparisons but also reflect the unique conditions and needs identified through the detailed parking assessment.

Task 4 Deliverables:

- ▶ *Prepare a comprehensive database that includes the City's current parking management strategies and those from up to ten (10) coastal cities.*
- ▶ *Host up to five (5) virtual interviews with coastal cities.*
- ▶ *Prepare one (1) technical memorandum summarizing the comparison, findings, and preliminary recommendations.*
- ▶ *Refine preliminary recommendations and incorporate final recommendations into Parking Management Plan.*

Task 5 - Discussion With Coastal Commission Staff Regarding Parking Alternatives And Management Strategies

As shown in the Project's schedule, Task 5 starts at the beginning of the Project, and will start with an initial review of recent Coastal Commission minutes and decisions, going back one year. The purpose of the review is to identify any recent changes in Coastal Commission goals as well as any recent decisions that can be used to help this Project through the Coastal Commission process. These findings will be summarized and provided to the City in the form of a technical memorandum.

After the first data collection and once the Consultant team and the City have come to a consensus on preliminary recommendations, at the City's direction, Consultant will prepare presentation materials for Coastal Commission. Consultant anticipate two meetings will occur with Coastal Commission, one meeting to present the preliminary findings and receive their feedback and one that will occur near the conclusion of the Project to present the final recommendations (in concurrence with or after City Council approval).

Throughout the project duration, Consultant will actively support City staff in discussions with policy makers. This support will include:

- **Preparing Agendas and Presentation Materials:** Consultant will collaborate with City staff to develop comprehensive and engaging agendas and presentation materials for meetings and public hearings with the City Planning Commission, City Council, and Coastal Commission. Consultant understand the timeline needed for agenda publication and will prepare them with plenty of time for publication.
- **Visual Communication:** Leveraging Consultant's expertise in graphic design and data visualization, Consultant will create clear and compelling visuals, including diagrams, illustrations, and maps, to effectively communicate existing conditions, analysis findings, and proposed recommendations.
- **Presenting Findings and Recommendations:** Consultant will actively participate in meetings and workshops, presenting Consultant's findings and recommendations, responding to questions, and engaging in constructive dialogue with policy makers.
- **Technical Expertise:** Consultant will provide ongoing technical expertise and support to City staff throughout the policy-making process, ensuring that decisions are informed by analysis and best practices.

Consultant's presentation materials will include a comprehensive evaluation of existing parking conditions based on public outreach, surveys, and parking occupancy utilization trends within the study area. Consultant will also present clear and actionable recommendations aimed at fulfilling the project objectives, including updating the City's zoning code, implementing innovative parking management strategies, and promoting multi-modal transportation options.

By providing dedicated support to City staff and policy makers, Consultant will ensure that the project findings and recommendations are effectively communicated and understood, facilitating informed decision-making and successful implementation of the Parking and Transportation Demand Management Plan.

This task focuses on preparation for up to two (2) meetings each with Coastal Commission, Planning Commission, and City Council, during which two (2) CRA staff will present the draft and final PTDMP. However, if the City chooses to have only one (1) meeting, the cost will be adjusted accordingly. It should also be noted that while relevant to this task, the parking occupancy data collection, parking utilization analysis,

and development of parking management and wayfinding (signage cues) strategies are assumed as part of Task 7.

Task 5 Deliverables:

- ▶ *Summary of recent Coastal Commission activities as it relates to parking in other coastal jurisdictions. This will be incorporated into the technical memorandum prepared for Task 4.*

- ▶ *Presentation materials for meetings with Coastal Commission, Planning Commission, and City Council, including talking points, approach, slide deck, and graphics on an as-needed basis.*

- ▶ *Attend up to two (2) meetings each with Coastal Commission, Planning Commission, and City Council.*

Task 6 - Parking Occupancy Counts To Assess Daily Capacity During Peak Summer Months and off-peak summer months– Focusing On Visitor Serving Commercial And Coastal Areas

This task will be conducted in two phases: parking inventory collection/validation and parking occupancy data collection. Consultant will conduct a detailed parking inventory for areas not covered in the 2018 parking studies, including the Pier Bowl area, and also incorporate buffer zones to account for potential parking spillover. These buffer zones, where overflow parking may occur, will be included at no additional cost, as Consultant's ALPR vehicles will naturally pass through these areas during data collection.

The entire parking inventory will be compiled into a comprehensive GIS shapefile, which will be included as part of Consultant's deliverables. Each GIS shapefile or feature class will include a meta data definition file to clearly define each field. The GIS file will follow the requirements provided in the RFP. Consultant anticipate the parking inventory will occur after the project's kick-off and will be refined based on feedback from the first public outreach phase.

DATA COLLECTION PERIODS AND TIMES

To capture seasonal variations in parking demand, parking occupancy counts will be conducted during two distinct periods: off-peak (November-January) and peak (May-September). The first stage of public outreach (Task 2) is scheduled for November and December and based on feedback from online surveys and stakeholder engagement, the project study area may be refined. To ensure accurate coverage, Consultant recommend conducting parking occupancy counts in January 2025, following the first round of public outreach.

While the RFP defines the peak period from May to September, Consultant suggests conducting peak-period data collection after June 6, 2025, once schools are out and summer break has begun. Below is a detailed outline of Consultant's proposed data collection periods, times, and facilities.

Data collection will occur during:

- **Off-Peak Period:** January 2025
- **Peak Period:** June 2025

For each period, parking occupancy counts will be conducted over a one-week span on one typical weekday (Thursday) and one typical weekend day (Saturday). Consultant understand specific dates and times for data collection shall be finalized after public outreach and discussions with City and Coastal Commission staff (if applicable), but for the purpose of this proposal, and as requested in the RFP, parking occupancy data collection is assumed to occur during four (4) three- hour intervals as follows:

- **Morning:** 7:00 AM - 10:00 AM
- **Mid-day:** 11:00 AM - 2:00 PM
- **Evening:** 3:00 PM - 6:00 PM
- **Late Evening:** 7:00 PM - 10:00 PM

However, it should be noted that in Consultant’s experience two-hour intervals provide more granular data that helps better understand short-term parking. Additionally, bi-hourly data collection would more accurately identify violations in time-restricted locations, such as the 2-hCRA’s parking spaces in the Downtown area, that otherwise gets lost when data is collected every two hours. As such, Consultant have included bi-hourly data collection as an optional task at the end of this Work Plan and the cost data.

PARKING FACILITIES

Parking occupancy counts will be conducted for the following facilities within the project study area:

- **On-Street Parking:** Detailed occupancies will be determined using license plate footage captured by CRA’s ALPR vehicles.
- **Off-Street Parking (Public):** Occupancies will also be calculated through ALPR footage.
- **Off-Street Parking (Private):** High-level occupancies (e.g., 10%, 20%, etc.) will be manually estimated using 360-street-level imagery captured by CRA’s ALPR vehicles.

DATA COLLECTION STAFFING PLAN

Consultant leverages advanced technology for precise parking data collection. For this study, Consultant’s fleet of vehicles equipped with high-resolution, GPS-enabled 360-degree cameras will capture footage, which will then be processed using Consultant’s cloud-based ALPR system. The footage will undergo a rigorous QA/QC process to ensure data accuracy.

Consultant’s data collection team will consist of two drivers, each operating an ALPR-equipped vehicle, and one field supervisor overseeing operations. Between collection intervals, the drivers will check in with the field supervisor to exchange memory cards and ensure all equipment is

functioning properly (cameras, batteries, lights, etc.). The field supervisor will ensure full coverage, create backups to prevent data loss, and manage driver breaks to maintain continuous data collection. Note that one of the drivers can be substituted with a City's intern, however additional training (up to 2 hours per intern) and a vehicle provided by the City would be required. If the City is unable to provide a vehicle, Consultant can accommodate for their data collection to occur on foot.

Once collected, the ALPR footage will be processed through Consultant's cloud-based platform. To ensure quality, Consultant staff will manually validate randomly selected segments using simultaneously captured 360-degree footage, cross-verifying the accuracy between the two data sources. The processed data will then be imported into a GIS database for detailed analysis, focusing on trends, patterns, and areas of concern to inform the development of a comprehensive Parking and Transportation Demand Management Plan. The analysis will include both a block face parking occupancy analysis and a destination-based parking occupancy analysis.

Given that parking occupancy data will be collected in two phases, Consultant will produce two separate technical memoranda summarizing the findings from each phase. Each memorandum will provide a detailed overview of the parking inventory, block-face occupancy levels, destination-based parking usage, parking duration by area, and key insights. A more in-depth destination-based occupancy analysis and further recommendations will be included in the final deliverables for Task 7.

Task 6 Deliverables:

- ▶ *Existing Parking Inventory map, parking occupancy data in GIS shapefile format.*
- ▶ *Destination based parking occupancy analysis results in GIS shapefile format.*
- ▶ *Technical memorandums summarizing the existing conditions for each of the off-peak and on-peak period.*

Task 7 - Parking Supply Assessment Of Overall Study Area Using Quantitative And/ Or Alternative Methods

The Consultant team will provide a data-driven approach when developing a Parking Management Plan. Consultant will provide the City with an action plan that is supported by both financial calculations and sound implementation and informed by public outreach and discussions with City and Coastal Commission staff Building upon the parking occupancy analysis that was delivered in Task 6, the Consultant team will conduct a qualitative analysis of the parking conditions of the study area using both the block face and destination- based approaches highlighted in the methodology section under Near-term conditions. The Near-term conditions will account for anticipated growth and policy changes. Consultant recognizes the City will undergo significant redevelopment, which will alter parking demand within the study area. Thus, upon completing the data collection phase, Consultant will work closely with City staff to determine if the cumulative parking demand from ongoing projects should be factored into the report and how much of those should be accounted for as “on-street parking demand”.

To do this, Consultant will first determine the potential redevelopment, including HEU sites, and calculate both the parking demand and parking inventory anticipated for each of the sites. The parking demand will be calculated using the ITE Parking Generation Manual with adjustment factor from the ULI shared parking report, whereas the potential off-street (on- site) parking inventory will be determined based on the size of the parcel and validated against recent developments within the City or in nearby coastal cities. Any excess parking demand will then be assigned to the nearest available on-street parking spaces. Consultant’s approach allows the respective Parking and Transportation Demand Management Plan to account for not just future growth, but also select appropriate parking management strategies that are guided by accurate pro-forma.

As a part of this deliverable, Consultant will also summarize the findings from Task 2 through Task 5, and Task 8 through Task 11.

Task 7 Deliverables

- ▶ *Draft and Final Parking Supply Assessment technical report.*

Task 8 - Fee Analysis For An In-Lieu Parking Fee

Consultant understands that the City of San Clemente Ordinance 17.64.100 – In-Lieu Certificates for Off- Street Parking allow property owners to pay an in-lieu parking fee if they cannot meet the minimum parking standards. The ordinance also provides for a payment plan in case the property owners cannot make an upfront payment for the full amount. The City is aiming to modify the existing parking waiver into an in-lieu fee waiver, based on best available practices and examples of other comparable cities’ in-lieu programs. The City is also interested in a fee to be used towards recurring programmatic funding for

transportation alternatives, and a lower recurring fee tied to business licensing as opposed to a one-time fee that runs with the land. Consultant understand that a high in-lieu parking fees program can act as a barrier for a vibrant commercial core. Thus, the desire for a lower monthly fee that is attached to individual businesses would not only reduce entry barriers but also create a more equitable and easier to manage fee program.

TASK 8.1 – BASE LINE FEE ANALYSIS

After project kick-off, Consultant will conduct a base line evaluation of the current parking fee structure, including both an evaluation of the existing in-lieu fee structure and the parking meter fee structure.

During this task, Consultant will take into account the following factors:

Best Practices Review: Document how other jurisdictions are handling their respective in-lieu fee program, including jurisdictions that have adopted either a lower parking ratio and/or implement AB-2097 (no minimum parking within ½ mile distance of a major transit stop such as the San Clemente Transit Station).

Existing Program: How does the current program operate, what is the public feedback, and what is the financial health of the program, accounts in which the fees and parking meters are deposited to as well as how they are currently utilized.

TASK 8.2 – PARKING AND TRANSPORTATION DEMAND MANAGEMENT PLAN PRO-FORMA

After the conclusion of Task 8.1, Consultant will develop pro-forma for the Parking and Transportation Demand Management Plan. The purpose of the pro-forma is to ensure that recommended parking and transportation demand management strategies are feasible and implementable. Building upon the best practice research and review of the financial health of the parking program, Consultant in coordination with the City will provide recommendations to transition away from the current in-lieu parking program to an alternative fee program. The program may include recommendations such as adjusted annual fees, active-transportation in-lieu fees, or other strategies that allow for further adjustment as the program moves forward. These recommendations will be documented in a draft and final technical memorandum, and then incorporated into the Parking and Transportation Demand Management Plan.

To ensure that the recommendations are feasible, Consultant will develop preliminary pro-forma and include current expenses such as the practice of leasing private parking lots for public use. CRA will develop up to three (3) different types of pro-forma, each with different fee strategies to provide the City with different options. Consultant will then work with City staff to refine and arrive at a preferred strategy. All strategies and funding sources will be vetted against the Mitigation Fees Act and precedent setting court cases in order to ensure that the recommendations are viable. While the focus of this preliminary pro-forma is on the in-lieu fees program and current expenses, this pro-forma will be updated under Task 11, to reflect the full Parking Transportation Demand Management Plan.

Task 8 Deliverables:

- ▶ *Draft and final technical memorandum documenting in-lieu fees program recommendation.*
- ▶ *Preliminary Pro-forma*

Task 9 - Operations Analysis Of San Clemente Trolley (In Partnership With OCTA)

The City of San Clemente operates a seasonal trolley program that provides free transportation for residents and visitors, helping reduce traffic and parking congestion while promoting tourism and local business access. The service typically runs during the summer months and connects popular destinations such as beaches, the downtown area, and other key points of interest. The City is serviced by the San Clemente Trolley Red, Blue, and Green lines with stops located throughout the City with 15-minute headways seven days a week. The trolley program, which carries on average up to 1,000 riders, is widely successful and supported by the community. Funding for this service is provided by a grant from the Orange County Transportation Authority (OCTA) that covers up to 90% of the costs to operate with the remaining costs paid by the City, including a portion that is funded by the Outdoor dining program fees.

Under the OCTA Project V also known as the Measure M2 Community-Based Transit Circulators Program, projects must meet a maximum cost per boarding standard, which is equal to twice the M2 Project V per boarding subsidy. Local jurisdictions are responsible for costs beyond the Orange County Transportation Authority (OCTA) subsidy. Services not meeting this standard are required to disclose the cost per boarding information to City Council and seek direction to continue, restructure, or cancel the service. This approach allows local jurisdictions to deliver Project V services using financially sustainable, context sensitive, and locally driven metrics. For FY 2023-24, the maximum cost per boarding was established at \$21.24. Per the OCTA Q2 and Q3 report, the San Clemente Trolley is \$2.24, thus the high ridership met Measure M2 standards. However, the current funding is insufficient to ensure that the program can continue beyond 2027. As such, the City is currently seeking additional grant funding and to increase the limit under OCTA Project V in order to sustain and potentially extend the program.

This very successful program can act as a springboard to launch additional multi-modal transportation alternatives to reduce single-occupancy vehicle dependency and provide enhanced multi-modal connectivity throughout the study area.

TASK 9.1 – SAN CLEMENTE TROLLEY BASELINE EVALUATION

Consultant will first coordinate with City staff to obtain operating data of the current trolley system, including boardings, alighting, average ridership, financial operations, maintenance,

and other relevant information that will help establish the baseline of the current system. This data will then be supplemented with mobility data (big data) from ReplicaHQ to establish the current baseline conditions. The aim of baseline conditions is to determine existing usage, seasonal peak, origin and destination, as well as ridership characteristics. This information will then be used to inform additional parking and transportation demand management strategies.

TASK 9.2 – SAN CLEMENTE TROLLEY PROGRAM UPDATE

Building upon the finding of Task 9.1, and all the other task, Consultant will develop potential transportation demand management strategies that provide substantial improvements for the San Clemente trolley system. Potential strategies could include expanding the current system, route modification, stop modification, first/last mile mobility improvements, fleet upgrade or replacement, among other strategies. First/last minute mobility improvements could include complimentary strategies from Task 7 that are aimed to provide a network of low-stress streets where residents and visitors could use alternative modes such as walking, biking, and Neighborhood Electric Vehicles, to connect to the trolley system. The list of recommended strategies estimated cost, and implementation plan will be documented in a technical memorandum, that once finalized will be incorporated into the Parking and Transportation Demand Management Plan.

Task 9 Deliverables:

- ▶ *Technical memorandum documenting the existing San Clemente Trolley Base line Operation.*

- ▶ *Technical memorandum documenting recommendations, including how the recommendations will operate in conjunction with recommendations from other tasks.*

Task 10 - Review Of Multi- Modal Transportation Alternatives, Including The Trolley, Bikes, NEV's, Pedestrian Improvements, And Emerging Technologies

As transportation technologies evolve and improve, traveler experiences are simplified and expanded upon, from increased use of neighborhood electric vehicles (NEVs) to metered parking from apps hosted on cellular devices. Consultant will evaluate the City's current need for alternative mobility enhancements to develop incentives and/or parking reductions for commercial developments to provide enhancements supporting multi-modal transportation. Such enhancements may include bike/NEV parking, sidewalk in-fill projects, funding and expansion of the City's trolley service, curbside maintenance/management, or additional amenities for OCTA transit stops.

Following the project kick-off, Consultant will work closely with the City to document current and planned active transportation improvements within the study area, especially those projects seeking grant funding from OCTA, including their various stages of completion.

Once the necessary data is collected and documented, Consultant will proceed with evaluating the feasibility of implementing multi-modal transportation alternatives and parking management strategies for the study area. This evaluation will consider the following:

Low-Stress Roadway Network: Low-stress roadways are those where the posted speed limit and average travel speed are conducive to low-speed vehicles, such as Neighborhood Electric Vehicles (NEVs) and “street legal” golf carts³. These roadways can serve dual purposes, functioning as NEV routes and as Class III bike routes, as the lower speeds make them more comfortable for all users. Consultant will utilize existing GIS data from the City, along with information gathered from the parking inventory, to develop a potential NEV network. Once the network is developed, Consultant will identify key roadways that connect generators and attractors to determine the most suitable low-stress routes for the network. The roadway network will focus on two types of connectivity: the first between residential developments and destinations (coastal areas, businesses) within the study area, and the second between existing trolley stops and those same destinations.

On-Demand Micromobility: After identifying the network, Consultant will assess the potential to expand the trolley network by introducing on-demand micromobility services within the study area. These services, similar to those in Downtown San Diego (FRED), Oceanside (gO’side), and Pacific Beach (Beach Bug), would provide first/ last mile connectivity between various origins and destinations. This service could also potentially replace the City’s existing subsidized Lyft program, which operates in conjunction with the trolley system or even replace the existing trolley program during time where there is lower ridership such as during the off season.

Parking Management System and Parking Enforcement: As part of Consultant’s work for the cities of Carlsbad, Encinitas, West Hollywood, and Chula Vista, Consultant has maintained contact with multiple parking vendors and developed pro forma calculations for various parking management systems, including pay-and-display, pay-by-space, and pay-by-plate/pay-by-app systems. After the project kick-off, Consultant will collaborate with the City to develop a “wish list” of parking management features the City would like to implement, in addition to those outlined in the RFP. Recently, most parking vendors have shifted to a pseudo- “freemium” model, where initial setup costs are low but increase as additional features, like parking validation, are added. Once the feature list is finalized, Consultant will work with potential vendors to gather the latest pricing information for system installation to include in the pro forma.

Consultant will also explore integrating smart parking technologies to enhance the user experience and enforcement, including mobile payment apps, real-time occupancy tracking, digital wayfinding, and AI-supported parking space tracking with high-resolution cameras like those provided by CurbIQ. Consistent and efficient enforcement, supported by tools such as license plate recognition, will be evaluated to ensure compliance with the new strategies.

Simultaneously, Consultant will work closely with the City to assess the cost of

parking enforcement. Consultant understand that enforcement is currently handled by Retired Senior Volunteers, but there has been interest in potentially outsourcing enforcement to a third party. Consultant's pro forma and recommendations will account for all potential revenue and expenses associated with a paid public parking program, providing decision- makers with the information they need to choose the most optimal solution for the City.

Task 10 Deliverable:

- ▶ *Draft and final Multi-Modal Alternative and Parking Management System technical memorandum.*

Task 11 - Review Of Public Parking Lot Management Strategies, Associated Costs of Revenues

As the City of San Clemente continues to attract more visitors and customers to the study area, there is an increasing need for effective parking management strategies to optimize this limited public resource.

In coastal cities, the objective of a paid parking program is not to generate excess revenue but to secure sufficient funding for implementing a parking management plan that ensures the most efficient configuration for the area.

Building on the best practices and recommendations gathered in previous tasks, particularly Tasks 3 and 4, Consultant will evaluate potential fee structures. This includes options such as adjusting the current hourly parking meter rates, expanding the coverage of parking meters, introducing dynamic pricing, and implementing time-of-day or event-specific rates. Consultant will also evaluate the potential for expanding the City's program of leasing private lots for public use or developing a public parking structure to increase parking supply and address areas with high demand. This analysis will consider factors such as parking demand, user needs, economic impacts, and best practices from comparable coastal cities. To ensure the recommendations align with market conditions, each option will be compared to the data collected in Tasks 3 and 4 and informed by the findings of Task 7.

Further, drawing from the findings and recommendations in Tasks 6 through 11, Consultant will update the preliminary pro forma to account for the costs associated with each parking and transportation demand management strategy. This will include potential upfront and ongoing costs such as parking meter operations, improvements in trolley services, NEV operations (both public and private), and other strategies. The updated pro forma will then be presented to City staff, including other relevant departments, through a formal presentation outlining the planning and analysis process as well as the final recommendations. Based on the City's feedback, Consultant

will revise the pro forma and incorporate it into the Parking and Transportation Demand Management Plan.

Task 11 Deliverable:

- ▶ *Draft and final technical memorandum documenting parking fee structure and expense.*
- ▶ *Updated Pro-forma that incorporated different fees structures, installation, and operating costs.*

Task 12 - Parking and Transportation Demand Management Plan (PTDMP)

Consultant will develop a Parking and Transportation Demand Management Plan for the City of San Clemente. It is Consultant's intent to provide a concise PTDMP that summarize the base line conditions, provide a comprehensive understanding of the recommended parking and transportation demand management strategies, a data driven economic and financial evaluation, and an implementation roadmap.

TASK 12.1 – DRAFT AND FINAL PTDMP.

Consultant will prepare a draft outline of the Parking and Transportation Demand Management Plan (PTDMP) to present at the project kick-off meeting. This outline will be updated throughout the project as needed.

At a minimum, the PTDMP will include the following sections:

1. Baseline Condition: This section will provide a summary of the current parking conditions, multi-modal usage, trolley operations, financial assessments, and public perceptions. Detailed analyses from earlier tasks will be included as appendices to the PTDMP.

2. Best Practices and Potential Parking and Transportation Demand Management:

This section will summarize the best practices review and list jurisdictions that operate within the framework of the Coastal Act and Coastal Commission requirements.

3. Recommendations: This section will build upon previous findings and propose transportation and parking management strategies tailored to the City of San Clemente. It will address both near-term and long-term conditions and include recommendations on:

- Off-street parking requirements, parking ratios, draft zoning code updates, and an in-lieu fee program.

- Transportation management strategies aimed at reducing vehicular demand, including innovative approaches like NEV (Neighborhood Electric Vehicle) facilities and roadway networks, active transportation amenities, NEV parking standards, rideshare and delivery pick-up/drop-off zones, and other strategies to optimize parking within the study area.
- District-specific parking regulations, exploring options for commercial districts versus beach access districts and residential parking programs.
- Updates to the Local Coastal Program (Implementation Plan).

4. Implementation Plan: This section will provide a roadmap for implementing the recommended strategies and zoning updates, highlighting any interdependencies between strategies and the financial resources required for implementation. Drawing on Consultant's experience with the Coastal Commission, the section will also distinguish strategies more applicable to commercial areas versus beach access areas. Zoning code update and LCP update are included as a part of this section.

12.2 - PUBLIC PRESENTATION

Consultant, in collaboration with City staff will prepare and present at up to two (2) public outreach meetings to present the findings and recommendations of the PTDMP. Consultant anticipate that one of the meetings would occur after the off-peak data collection, and the second meeting would occur prior to the publication of the Draft PTDMP. During these meetings, Consultant will also take photos and prepare a public outreach summary after each event. These summaries will be included as an appendix to the PTDMP.

12.3 – PTDMP ZONING CODE UPDATE AND LCP UPDATE

Consultant will prepare and present the Draft PTDMP at one City Council meeting, one Planning Commission meeting, and one Coastal Staff meeting. Consultant anticipates that two staffs will attend each of these meeting, the Project manager to present and assistance to provide documentations and support.

Task 12 Deliverable:

- ▶ *One Administrative Draft, Screen Check Draft, Draft Final, and Final Parking Management Plan.*

ADD-ON OPTIONAL SCOPE OF WORK (SOW)

Add on services would be subject to additional costs beyond the Consultant bid for the above Scope of Work of \$231,985 as set forth in Exhibit D-1. Any changes to the net cost per task or the total contract amount shall be agreed upon in writing prior to completion of work at a higher

rate by the Consultant and prior to payment by the City. Maximum compensation under this Agreement shall not exceed \$250,000.

(Optional) Completion of Zoning Code and IP amendment(s) for New Parking Standards

Consultant, upon written request activating this optional SOW, will provide additional support to the City for adoption for zoning codes and IP amendment(s) in relation to recommended policies and strategies, as needed. This includes preparation of presentation materials such as design standards, parking code standards, and the supporting data.

(Optional) Additional Data Collection

Consultant, upon written request activating this optional SOW, will conduct data collection beyond the scope defined within Task 6. Consultant has conducted many parking data collections at hourly or bi-hourly intervals. For example, a recent data collection effort for the Kearny Mesa Parking study collected and analyzed bi-hourly parking occupancy data between 6AM and 9PM for both a typical weekday and a typical weekend day. In Consultant's experience, the more refined data collected would provide for a more refined analysis of parking duration and turnover.

(Optional) Public Meeting Attendance

Consultant, upon written request activating this optional SOW, will attend any additional Public meetings beyond the one mandatory meeting required as part of Task 5 with Planning Commission, City Council, and Coastal Commission. The fee per meeting will be provided within the "Cost Data" section of this proposal.

(Optional) Expanded Study Area

Consultant, upon written request activating this optional SOW, will expand the study area as defined in the Methodology section of this proposal. The potential and supporting reasoning for expanding the study area will be reviewed and presented to City staff during the kick-off meeting. Based on potential changes in parking strategies and policies, parking behavior outside off the defined area may be affected. Before implementation, those effects must be understood to prevent unplanned repercussions detrimental to the overall goals of the project.

EXHIBIT "B"
SCHEDULE OF SERVICES

Consultant shall diligently perform the Services to the City's satisfaction and according to the following timeline, with any modification approved by the City:

VI. Project Schedule

Exhibit B-1: Schedule of Services

Task	November 2024	December 2024	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	September 2025	October 2025
	4 11 18 25	2 9 16 23 30	6 13 20 27	3 10 17 24	3 10 17 24 31	7 14 21 28	5 12 19 26	2 9 16 23 30	7 14 21 28	4 11 18 25	1 8 15 22 29	6 13 20 27
1 Administrative												
2 Public Outreach												
Potential Stakeholder Survey												
Public Outreach / Pop-Up Events												
Public Outreach Documentation												
3 Review of Parking Ratios												
4 Review of Parking Management Plans												
5 Discussion with Coastal Commission												
Review of Meeting Minutes												
Preliminary Meetings												
Planning Commission												
City Council												
Coastal Commission												
6 Parking Occupancy Counts												
Parking Inventory												
Off-Peak Period												
On-Peak Period												
7 Parking Supply Assessment												
Off-Peak Period												
On-Peak Period												
8 Fee Analysis for In-Lieu Parking Fee												
Baseline Fee Analysis												
Parking and Transportation Demand Pro-Forma												
Refined Recommendations												
9 Operations Analysis of San Clemente Trolley												
Baseline Evaluation												
Trolley Program Update												
Refined Recommendations												
10 Review of Multi-Modal Transportation Alternatives												
Review and Best Practices												
Preliminary Recommendations												
Refined Recommendations												
11 Review of Public Parking Lot Management Strategies												
Review and Best Practices												
Preliminary Recommendations												
Refined Recommendations												
12 Parking and Transportation Demand Management Plan												
Admin Draft												
Screen Check Draft												
Draft Final												
Final Draft												

EXHIBIT "C"
INSURANCE REQUIREMENTS

3.2.12 Insurance.

3.2.12.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.12.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000 per claim. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

(E) Cyber Liability Insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery,

business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

3.2.12.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.12.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

3.2.12.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.12.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other

insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.12.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.12.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention greater than \$5,000 must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.12.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.12.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

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

3.2.12.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.12.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.12.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

EXHIBIT "D"
COMPENSATION

In full compensation for the Services rendered by the Consultant under the Agreement, the City shall pay the Consultant for actual work performed at the hourly rates identified in attached Exhibit D-1, which is fully incorporated herein by this reference.

Any changes to the hourly rates or the net cost per task shall be agreed upon in writing by the City and the Consultant prior to completion of work at higher rate by the Consultant and prior to payment by the City.

Consultant bid for the work is \$231,985 as set forth in Exhibit D-1. Any changes to the net cost per task or the total contract amount shall be agreed upon in writing prior to completion of work at a higher rate by the Consultant and prior to payment by the City. Maximum compensation under this Agreement shall not exceed \$250,000. Except as expressly provided in Exhibit D-1, there are no reimbursable expenses under this Agreement.

Exhibit D-1: Hourly Rates and Task/Total Compensation

Task	Description	Principal I	Senior Engineer III	Senior Engineer I	Senior Planner I	Associate Engineer I	Assistant Planner II	Assistant Engineer	Intern	Project Accountant	City Intern	Labor Total	Direct Cost	Total
		Monique Chen, TE	Phuong Nguyen, TE	Jonathan Sanchez, PE, TE, PTOE	Sasha Jovanovic, AICP	Cristian Belmudez	Eric Sindel	Jackson Schultz Jesus Martinez	Erick Belmudez Daniel Angel	Claudia Joaquin	N/A			
		\$330.00	\$270.00	\$230.00	\$205.00	\$165.00	\$150.00	\$150.00	\$90.00	\$160.00	\$0.00			
1	Administrative	4	16	34	0	34	0	0	0	12	0	\$ 20,990.00		\$ 20,990.00
1.1	Kick-Off Meeting	2	2	2	0	2	0	0	0	0	0	\$ 1,990.00		\$ 1,990.00
1.2	Project Management Plan	2	2	2	0	2	0	0	0	0	0	\$ 1,990.00		\$ 1,990.00
1.3	Check-in Meetings & Coordination	0	12	24	0	24	0	0	0	0	0	\$ 12,720.00		\$ 12,720.00
1.4	Invoicing and Progress Reports	0	0	6	0	6	0	0	0	12	0	\$ 4,290.00		\$ 4,290.00
2	Public Outreach	2	2	10	1	37	10	62	18	0	24	\$ 22,050.00	\$ 1,125.60	\$ 23,175.60
2.1	Potential Stakeholder Survey	1	1	4	1	5	4	8	0	0	0	\$ 4,050.00		\$ 4,050.00
2.2	Public Outreach / Pop-Up Events	0	0	4	0	24	0	40	18	0	24	\$ 12,520.00	\$ 1,125.60	\$ 13,445.60
2.3	Public Outreach Documentation	1	1	2	0	8	8	16	0	0	0	\$ 5,680.00		\$ 5,680.00
	Review of Parking Ratios	1	5	10	0	20	0	18	8	0	0	\$ 10,700.00		\$ 10,700.00
3	Review San Clemente's Parking Ratios	0	1	2	0	4	0	2	0	0	0	\$ 1,690.00		\$ 1,690.00
	Review Parking Ratios From ULI, ITE, and Coastal Cities	0	2	4	0	8	0	8	0	0	0	\$ 3,980.00		\$ 3,980.00
	Technical Memorandum: Summary of Findings	1	2	4	0	8	0	8	8	0	0	\$ 5,030.00		\$ 5,030.00
	Review of Parking Management Plans	1	4	9	0	21	6	24	18	0	0	\$ 13,065.00		\$ 13,065.00
4	Review Parking Management Plans from Coastal Cities	0	1	2	0	8	0	8	18	0	0	\$ 4,690.00		\$ 4,690.00
	Coastal City Interviews	0	2	5	0	5	0	0	0	0	0	\$ 2,515.00		\$ 2,515.00
	Technical Memorandum: Summary of Findings	1	1	2	0	8	8	18	2	0	0	\$ 5,860.00		\$ 5,860.00
	Discussion With Coastal Commission	0	6	12	8	20	18	8	8	0	0	\$ 13,640.00		\$ 13,640.00
5	Review Coastal Commission Meeting Minutes	0	1	2	0	6	0	2	4	0	0	\$ 2,380.00		\$ 2,380.00
	Develop Preliminary Recommendations	0	1	2	0	6	0	2	0	0	0	\$ 2,020.00		\$ 2,020.00
	Meetings with Coastal Commission, Planning Commission, and City Council	0	4	8	8	8	18	4	4	0	0	\$ 9,240.00	\$ 375.20	\$ 9,615.20
	Parking Occupancy Counts	0	0	10	0	38	0	69	72	0	64	\$ 25,070.00		\$ 25,070.00
6	Parking Inventory Validation	0	0	2	0	4	0	1	8	0	0	\$ 1,990.00		\$ 1,990.00
	Data Collection (Off-Peak Period)	0	0	4	0	16	0	34	32	0	32	\$ 11,540.00	\$ 589.60	\$ 12,129.60
	Data Collection (On-Peak Period)	0	0	4	0	16	0	34	32	0	32	\$ 11,540.00	\$ 589.60	\$ 12,129.60
	Parking Supply Assessment	1	6	20	16	44	40	52	92	0	0	\$ 39,170.00		\$ 39,170.00
7	EXISTING Conditions Analysis	0	0	8	8	20	32	24	64	0	0	\$ 20,940.00		\$ 20,940.00
	Near-Term Analysis	0	2	4	4	8	8	12	18	0	0	\$ 8,040.00		\$ 8,040.00
	Technical Memorandum: Summary of Findings and Recommendations	1	4	8	4	16	0	16	12	0	0	\$ 10,190.00		\$ 10,190.00
8	Fee Analysis for In-Lieu Parking Fee	1	3	6	0	16	8	26	2	0	0	\$ 10,140.00		\$ 10,140.00
8.1	Baseline Fee Analysis	0	1	2	0	4	0	2	0	0	0	\$ 1,690.00		\$ 1,690.00
8.2	Parking and Transportation Demand Pro-Forma	1	2	4	0	12	8	24	2	0	0	\$ 8,450.00		\$ 8,450.00
9	Operations Analysis of San Clemente Trolley	1	4	5	0	20	8	24	18	0	0	\$ 11,980.00		\$ 11,980.00
9.1	San Clemente Trolley Baseline Evaluation	0	2	2	0	8	0	8	8	0	0	\$ 4,240.00		\$ 4,240.00
9.2	San Clemente Trolley Program Update	1	2	3	0	12	8	16	10	0	0	\$ 7,740.00		\$ 7,740.00
	Review of Multi-Modal Transportation Alternatives	1	5	18	0	38	8	40	24	0	0	\$ 20,860.00		\$ 20,860.00
	Review of Existing (Coastal Cities) Multi-Modal Transportation Alternatives	0	1	3	0	8	0	8	8	0	0	\$ 4,200.00		\$ 4,200.00
10	Best Practice Research	0	1	3	0	8	0	8	8	0	0	\$ 4,200.00		\$ 4,200.00
	Recommendations Based On Parking Assessment	0	1	6	0	8	0	4	0	0	0	\$ 3,570.00		\$ 3,570.00
	Technical Memorandum: Summary of Findings and Recommendations	1	2	4	0	12	8	20	8	0	0	\$ 8,690.00		\$ 8,690.00
	Review of Public Parking Lot Management Strategies	1	4	10	0	26	8	32	6	0	0	\$ 14,570.00		\$ 14,570.00
	Review of Existing (Coastal Cities) Public Parking Lot Management Strategies	0	1	2	0	4	0	8	4	0	0	\$ 2,950.00		\$ 2,950.00
11	Best Practice Research	0	1	2	0	8	0	4	0	0	0	\$ 2,650.00		\$ 2,650.00
	Recommendations Based On Parking Assessment	0	1	4	0	8	0	4	0	0	0	\$ 3,110.00		\$ 3,110.00
	Technical Memorandum: Summary of Findings and Recommendations	1	1	2	0	8	8	16	2	0	0	\$ 5,860.00		\$ 5,860.00
12	Parking and Transportation Demand Management Plan	3	10	32	8	44	20	24	0	0	0	\$ 27,270.00		\$ 27,270.00
12.1	Draft and Final PTDMP	2	6	16	4	24	12	8	4	0	0	\$ 14,640.00		\$ 14,640.00
12.2	Public Presentation	0	0	8	0	8	0	8	0	0	0	\$ 4,360.00	\$ 167.60	\$ 4,547.60
12.3	Zoning Code and LCP Update	1	2	8	4	12	8	8	4	0	0	\$ 8,270.00		\$ 8,270.00
Total		16	65	174	33	356	118	378	272	12	88	\$ 229,305.00	\$ 2,680.00	\$ 231,985.00

WORKER'S COMPENSATION INSURANCE CERTIFICATION

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

(ONE OF THE BOXES BELOW MUST BE CHECKED)

I have and will maintain a certificate of consent from the California Labor Commission to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract. My workers' compensation insurance carrier and policy number are:

Carrier _____

Policy Number _____

I certify that, in the performance of the work under this Agreement, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of San Clemente and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Dated: _____, 20____

By: _____

Title: _____

Address: _____

("CONSULTANT")



CITY OF SAN CLEMENTE

REQUEST FOR PROPOSAL

Parking And Transportation Demand Management Analysis And Policy Development For Local Coastal Program

SEPTEMBER 25, 2024

Prospective Contractors:

The City of San Clemente (City) is interested in receiving proposals from Professional Services Contractors (Contractors) for the conduct of parking data collection and analysis by a transportation planning and engineering contractor as described in detail in the attached Request for Proposal (RFP). **The most competitive proposal will address as many scope of work deliverables as possible within the designated budget.**

City Point of Contact:

The sole source of contact regarding this RFP is Zach Rehm, Principal Planner rehmz@san-clemente.org and (949) 361-6190. Individuals or firms interested in submitting a proposal are asked not to contact other members of the City of San Clemente staff or Councilmembers in connection with the RFP prior to the announcement of the Contractor selected.

Proposal Submittal Method and Deadline:

Proposals are submitted on Planetbids online at <http://planetbids.com>. **The submittal deadline is 5:30 p.m. Pacific Daylight Time (PDT) on October 11, 2024.** Proposals received subsequent to that deadline may be considered if no qualifying proposals are received prior. If you have questions related to this RFP, you may submit them via email to Zach Rehm, Principal Planner at rehmz@san-clemente.org.

CITY OF SAN CLEMENTE

REQUEST FOR PROPOSAL

Parking And Transportation Demand Management Analysis And Policy Development For Local Coastal Program

Background about the City and the project, as well as information about the Scope of Work to be undertaken are discussed in this section of the RFP. **NOTE: City Staff is open to suggested modifications to the project scope and deliverables that take advantage of Contractor's technical knowledge and experience and continue to achieve the City's goal of acquiring accurate data and developing cohesive parking management plans and standards.**

A. INTRODUCTION

The City of San Clemente is seeking proposals from qualified contractors to analyze its parking ratios, study seasonal shifts in availability of public parking, and develop policies and standards with a focus on commercial, coastal, and visitor serving areas that can be incorporated into the City's draft Local Coastal Plan (LCP) that will promote accessibility to visitor serving commercial and recreational amenities while limiting impacts on residential communities. Similarly, the project should result in parking alternatives that can be considered for incorporation into the LCP such as an in-lieu fee program and substitutionary means of addressing some required parking by alternate means. The term of this Agreement shall be from the execution of this Agreement until the Consultant performs the Services to the City's satisfaction, or until available funds are depleted, up to \$250,000. The City desires for the majority of the work to be completed by July 2025.

B. BACKGROUND

The City of San Clemente does not have a Parking Management Plan and has not significantly modified parking standards within the zoning code since 1996. The City's more recent General Plan (2014, amended 2016) and Coastal Land Use Plan (2018) recognize the importance of multi-modal transportation. The City of San Clemente is still predominately auto-dependent, but there has been a steady increase in the mobility mix and increasing demands of street space. A parking and transportation demand management plan would help the City navigate our next best steps in managing existing parking resources within the broader context of multi-modal accessibility in the City.

Over the past decade, the City has invested resources in expanding mobility opportunities in a variety of ways: developing a pedestrian beach trail which links between Metrolink

stations; partnering with OCTA to provide seasonal trolleys for public transit; partnering with Lyft to provide subsidized rides near former bus stops; and extending a class 4 bike lane along El Camino Real / PCH towards the neighboring City of Dana Point.

C. PROJECT OBJECTIVES

Directly related objectives include:

- Review current City parking conditions, mobility programs, and policies with City staff.
- Conduct a parking study and analysis, with a focus on commercial, coastal, and visitor serving areas (see study area map within Exhibit A).
- Conduct public engagement to collect feedback on opportunities and constraints and to identify community preferences related to improving mobility within the City for residents and visitors.
- Develop a Parking and Transportation Demand Management Plan for the City based on the parking study and analysis and current industry standards, which:
 - Provides recommendations related to appropriate areas and times for paid parking in the City; appropriate modifications to the City’s current off-street parking requirements for different use types; opportunities for enhancement or increased efficiency of mobility services (such as the City Trolley program); and alternatives to reduce off-street parking requirements (such as an in-lieu fee) to facilitate redevelopment of residential, commercial, and public properties.
 - Considers improvements to the City’s current Zoning Code Standards (Chapters 17.64 and 17.76), which could be revised and incorporated into the City’s Implementation Plan for its LCP.
- Considers replacing the Section related to Waivers (17.64.125) with an updated Section on an In-Lieu Fee program, which focuses on programmatic mobility and not just capital improvements.
- Additional optional objectives are included within the Scope section that follows (Section E).

D. MINIMUM QUALIFICATIONS

The selected contractor shall be an experienced parking consulting firm with a demonstrated track record of quality work, great client relationships and a history of successful results. In order to be considered for selection for award of a contract, the Proposer must clearly meet and demonstrate the following minimum requirements:

- Have experience developing parking management strategies that contemplate alternative modes of transportation and changing trends such as ridesharing or communities where bicycle use is more prevalent.

- Have experience in Southern California working on developing parking regulations for Local Coastal Programs and amendments for the Coastal Zone.
- Have experience developing and implementing municipal parking regulations in a comparable jurisdiction (population size, geography, etc).
- A highly organized and responsive team who listens to, partners with, and is passionate about collaboration with city staff, decision makers, and all sectors of the community.
- Talented writers, illustrators, and graphic artists that can prepare user-friendly and graphically enriched presentations, diagrams, and architectural illustrations.
- A qualified traffic engineer to guide circulation, mobility, connectivity, and parking recommendations for the citywide study.

E. PROJECT ORGANIZATION AND SCOPE OF WORK

The most competitive proposal will address as many of the following tasks as possible within the designated budget. The Contractor selected to enter into an agreement (see Exhibit F for a copy of the Draft Agreement) with the City as a result of this procurement. The selected Contractor will provide the City with the required staff, resources, and expertise to effectively provide the data and analysis necessary to establish recommendations related to potential changes within the City’s Zoning Ordinance and draft Local Coastal Program Implementation Plan (IP).

Task 1 – Administrative

- Develop a proposed work plan necessary to achieve the City’s project objectives.
- Before each data collection effort, contractors will attend a kick-off meeting held via conference call to discuss the scope of work and identify dates for survey and turnover data collection for each data collection.
- Contractor will prepare an agenda and summary meeting notes.

Task 2 - Public Outreach/Survey of residents, businesses, and stakeholders to assess parking and mobility needs and preferences

- Contractor should hold community outreach meetings involving input from various stakeholder groups (residents, businesses, etc.).
- Work with City to determine the most appropriate and effective community engagement tools and timeline for the project.
- Conduct on-site survey to solicit input and gather information from community and residents and visitors about their parking behaviors within the study area.
- City staff and contractors will conduct public outreach with all known and interested stakeholders, particularly those from disadvantaged and low-income communities, as well as California Native American Tribes. The City will seek to involve these stakeholders in the coastal planning process.

- Provide analysis of a combination of field-collected data and public outreach results to define a baseline of existing conditions and perceptions within the study area.

Task 3 - Review of current required parking ratios within the City’s Zoning Code and comparison against best available information; potential sources include ULI, ITE, and off-street parking ratios of nearby coastal cities.

- **Restaurant Parking**
 - Evaluate and establish a specific parking rate for restaurants; provide recommendation on whether different types of restaurants should be parked differently.
- **Commercial Parking**
 - Evaluate and update existing parking rates/ratios for commercial and retail uses to ensure they are aligned with current trends and practices, including outdoor dining.
 - Evaluate the impact on parking demand from rideshare services and develop **incentives** and or **parking reductions** for commercial uses that provided dedicated parking or pickup/drop off areas for those services.
 - Identify best practices for off-street parking reductions to account for shared parking scenarios.
- **Curbside Management**
 - Review city’s existing trolley and Lyft curbside drop off/pick up points to align with new parking ratios and best practices.
 - Evaluate whether additional loading or limited term parking curb markings should be implemented by the City.
- **Parking Management Overlays**
 - During the study, identify potential parking district(s) that might have different regulations; if more than one district is identified, provide recommendations on which standards should deviate.
- **Target Utilization Rate**
 - Identify a target utilization/occupancy rate (e.g.85%) and provide an analysis of parking areas where the occupancy rate is above or below the identified threshold.

Task 4 - Review of parking management plans and policies from comparable coastal communities

- Work with City staff to review parking plans and policies of at least three cities that are from comparable commercial and visitor destinations, such as Dana Point, Del Mar, Newport Beach, Laguna Beach, Oceanside, and Carlsbad (see also Exhibit D).

- Analysis of hourly parking meter market rates to ensure that rates are affordable and conducive to businesses in the study area, maintain coastal access, and are comparable to other cities.

Task 5 - Discussion with Coastal Commission staff regarding parking alternatives and management strategies

- Draft text, diagrams, or illustrations for use in the General Plan, Municipal Code, Local Coastal Program, and other plans and documents as necessary to objectively regulate development in the study area.
- Present project findings and recommendations to City and Coastal Commission staff, the Planning Commission and City Council, as requested.
- Collaborate with City staff to draft agenda reports and presentations in advance of hearings and informational meetings with the Planning Commission and City Council.
- Attend one meeting/public hearing with each of the Planning Commission, City Council, and Coastal Commission.
- Analyze parking occupancy and utilization trends to inform data-driven parking management decisions.
- Provide recommendations on how the City can ensure the effective distribution of parking demand to optimize its use of existing parking capacities.
- Analyze how signage cues can direct people toward less visible parking options.

Task 6 - Parking occupancy counts to assess daily capacity during peak summer months – focusing on visitor serving commercial and coastal areas

- Contractor should oversee data collection of parking inventory, occupancy, and duration from one off-peak period (November – January) and at least one peak period (Memorial Day – Labor Day) to provide data collection and analysis
- Contractor will collect and provide parking occupancy data for defined areas of the Coastal Zone **shown on the map online at this link** (“Required Parking Count Areas”). At a minimum, this will include the Downtown, North Beach, the Pier Bowl Visitor Serving Commercial Overlay, and coastal access parking lots between the Pier Bowl area and North Beach train station. Previously, the City staff has completed parking occupancy studies of the Downtown and North Beach areas shown on Exhibit B. For these areas, it will be assumed that number of spaces and time restrictions have not changed since the previous data collection effort. The prior parking occupancy studies will be provided to the Contractor.
- Contractor may propose utilization of available technology or methods to capture parking occupancy and turnover data.
- Occupancy Data to Collect:
 - Contractor shall collect data on parking occupancy determined as a percentage of occupied spaces in a parking facility at a given time. Parking occupancy

- shall be calculated by dividing the number of observed or projected vehicles parked in a facility by the number of total spaces in the facility.
- Contractor shall collect data at least once from each of the following facilities during each timeframe list below. Parking facilities include:
 - On-street parking.
 - Off-street parking (public and private).
 - Shared parking facilities.
 - Leased parking facilities.
 - Times to Collect:
 - Contractor will collect the data during the on-peak season in May – September (2025).
 - Contractor will collect the data during the off-peak season in November – January (2024-2025).
 - The data will be collected within the timeframe of one week.
 - Data will be collected on a typical weekday (Thursday) and weekend (Saturday) during hours that will capture morning (7:00 AM – 10:00 AM), mid-day (11:00 AM – 2:00 PM), evening (3:00 PM – 6:00 PM), and late evening (7:00 PM – 10:00 PM) peak times for the study area. Specific dates and times for data collection will be established pending the results of public outreach and discussions with City and Coastal Commission staff.
 - The occupancy and turnover data should be cleaned, formatted, and analyzed by the contractor and joined to the inventory data geodatabase.

Task 7 – Parking supply assessment of overall study area using quantitative and/or alternative methods

In addition to Task 6, the study should include a more generalized assessment of parking supply in areas shown on Exhibit A (“Project Study Area”) and located within walking distance of transit in proximity to the study area, particularly the trolley system. This assessment may include physical counts, alternative methods/tools (e.g. use aerial imagery to estimate supply), or combination thereof; that assesses parking supply to inform policy recommendations that will more successfully fulfill goals for the project, summarized above. The approach will be based on the contractor’s analysis and informed by public outreach and discussions with City and Coastal Commission staff.

Task 8 - Fee analysis for an in-lieu parking fee

- Provide recommendations to modify the City’s existing parking waiver into an in-lieu fee waiver (based on best available practices and examples of other comparable cities’ in-lieu programs).
- Provide a recommendation on calculating an appropriate fee.
- Note: There is a preference for the fee to be used towards recurring programmatic funding for transportation alternatives; so the City is also interested in a lower recurring fee tied to business licensing as opposed to a one-time fee that runs with the land.

Task 9 - Operations analysis of San Clemente Trolley (in partnership with OCTA)

- Analyze existing trolley usage and ridership patterns in the context of parking incentives and availability. The City can provide ridership data, including locations and times of boarding counts.
- Recommend service or route modifications that would enhance efficiency of transportation within the City.
- Analysis of areas to extend the trolley program (or related mobility services).
- Identification of options for replacement or upgrade of the fleet.

Task 10 - Review of multi-modal transportation alternatives, including the trolley, bikes, NEV's, pedestrian improvements, and emerging technologies

- **Alternative Transportation**
 - Evaluate and develop incentives and/or parking reductions for commercial businesses that provide alternate mobility enhancements, such as bike or NEV parking.
 - Evaluate and develop parking standards to accommodate NEVs and “street legal” golf carts, as there are no current parking regulations (parking stall dimensions, etc.) for this type of vehicle.
- Analysis of costs and benefits of implementing multi-space pay station technology to replace existing single-space meters or expanding on-street parking locations.
 - Pay and display: The driver parks, purchases parking session time at the pay station, and then returns to the vehicle to display the dashboard receipt.
 - Pay by space: The driver parks in a numbered space, and then pays at the pay station using the parking space number. The driver is not required to return to the vehicle because payment is electronically tied to the space number. Parking enforcement is able to use a web application on a handheld device to verify payment status by parking space number.
 - Pay by plate: similar to pay by space, but the driver enters the license plate number at the pay station to record payment. This method does not require drivers to return to their cars. Parking enforcement verifies payment status by license plate using a web application on a handheld device and/or license plate recognition (LPR) technology.
- Analysis of mobile payment vendors for validation programs
 - Including resident discount programs, incentive programs, and retail validations.

Task 11 - Review of public parking lot management strategies and associated costs of revenues

- Provide recommendations on how the City can improve utilization and availability of existing parking study by using timed and paid parking strategies.
- Provide recommended time limits for specific parking areas to implement a “Park Once” philosophy.
 - Visitors and employees that need or want to stay in certain areas for an extended duration should have adequate long-term parking options so that they are not forced to move their cars every few hours to avoid citations.
- Analysis of rate structure:
 - Hourly rate: a consistent parking fee is charged per hour for the duration of the parking session.
 - Time of day: the hourly parking fee varies based on the time of day. A municipality can establish multiple time periods throughout the day with a different parking fee per hour during each time period
 - Escalating rate: the parking fee increases over time based upon the length of stay with a lower rate charged for short parking sessions and a higher escalated amount charged for extended periods.
- Consider expanding the City’s program of leasing of private lots for public use or of developing a public parking structure

ADD-ON OPTIONAL SCOPE OF WORK

- **(Optional) Completion of Zoning Code and IP amendment(s) for New Parking Standards**
- **(Optional) Additional Data Collection**
 - Contractor will collect data beyond the required peak and off-peak data collection periods (including one weekday and weekend per period).
 - Duration/Turnover: collect data on parking duration as a measure of how long vehicles are parked in a parking space.
 - Identify trends in technology to improve parking efficiency and monitoring.
- **(Optional) Public Meeting Attendance**
 - Provide an itemized cost for attendance of additional meetings (cost per meeting) beyond the one mandatory meeting with each of Planning Commission, City Council, and Coastal Commission.
 - Provide additional services at additional meetings that may be required.
- **(Optional) Expanded Study Area**
 - Expand parking study area beyond those identified on Exhibit A (“Parking Study Area” map), discussing additional priority areas with City staff.

F. DELIVERABLES

The contractor is responsible for the following deliverables, in keeping with the schedule described in subsection G below.

a. Draft and Final Downtown and Coastal Parking and Transportation Demand Management Study

- 1) Analysis of existing commercial use parking rate/ratios, consideration of classifying and regulating additional uses within the City's off-street parking requirements, and recommendations of potential draft Zoning Code and IP updates to modernize commercial parking rates.
- 2) Analysis of potential draft Zoning Code and IP updates to establish incentives and parking reductions for mixed use and commercial properties that provide dedicated bicycle or NEV facilities or are adjacent trolley stops.
- 3) Analysis of potential draft Zoning Code and IP updates to establish parking standards for "street legal" golf carts.
- 4) Analysis of potential draft Zoning Code and IP updates to allow rideshare drop-off/pick-up areas within the public right-of-way (ROW) and recommendations on locations to site the rideshare areas to maximize use and minimize impacts to on-street parking supply.
- 5) Based upon the study and evaluation of the City's identified activity nodes, recommend parking management district regulations and or parking management strategies by breaking the parking study area into districts which may be subject to different policies/standards.
- 6) Provide economic analysis of varying policy recommendations.
- 7) Geographic Information Files for maps and data produced for the project according to the standards in Exhibit E. This would include data for parking occupancy and turnover, among other data collected to create maps and policy recommendations.
- 8) Memorandum summarizing findings from analyzing parking management plans, parking policies, and hourly parking meter market rates of comparable coastal communities.
- 9) 2024-2025 Citywide Parking and TDM Study for San Clemente, including data to be collected during one off-peak period and one peak period.
 - a. Administrative Draft.
 - b. Screen Check Draft.
 - c. Draft Final.
 - d. Final.

b. Public outreach meetings summary report

- 1) Participate in at least two public outreach meetings in coordination with City staff.

2) Assist with administrative support of these meetings (e.g. agendas and meeting summaries after each meeting) and integrate findings into the Downtown and Coastal Parking and Transportation Demand Management Study.

c. Public Review Draft Updates to Zoning Code and Implementation Plan

Present parking plan and potential draft Zoning Code and IP updates to Planning Commission and City Council (one meeting each).

d. Draft Zoning Code and IP Amendment(s) related to parking/TDM

Present parking plan to Coastal Staff and incorporate feedback into the potential draft Zoning Code and IP updates (led by City Staff). Revise drafts as needed to incorporate comments from public, staff, Planning Commission and City Council.

G. SCHEDULE

The following is a timeline that the City hopes to achieve for the parking analysis for the LCP update. The contract will be valid until completed. The start of the project will be in November 2024, and there will be initial public outreach along with a Coastal Commission staff meeting. There will also be at least two off-peak and two on-peak data collection periods. The Contractor should provide their own schedule to provide all the listed deliverables and achieve the scope of work while still being consistent with the target project window of November 2024 to October 2025.

CITY OF SAN CLEMENTE

REQUEST FOR PROPOSAL: INSTRUCTIONS AND CONDITIONS

Parking And Transportation Demand Management Analysis And Policy Development For Local Coastal Program

The following instructions and conditions apply to this RFP:

A. GENERAL CONDITIONS

1. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the Professional Services Contractor (Contractor) in:

- Preparing a proposal in response to this RFP
- Submitting that proposal to the City of San Clemente
- Negotiating with the City of San Clemente on any matter related to this RFP, proposal and/or contractual agreement
- Any other expenses incurred by the contractor prior to the date of an executed contract

The City of San Clemente shall not, in any event, be liable for any pre-contractual expenses incurred by any contractor. In addition, no contractor shall include any such expenses as part of the price proposed to conduct the scope of work for this project.

2. Authority to Withdraw RFP and/or Not Award Contract

The City of San Clemente reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any agreement will be awarded to any contractor responding to this RFP. The City expressly reserves the right to postpone the opening of proposals for its own convenience and to reject any and all proposals in response to this RFP without indicating any reasons for such rejection(s).

3. Pricing Approach

The City of San Clemente intends to award a fixed price contract for the conduct of this project, up to \$250,000. In no event shall the City pay an amount in excess of the dollar value negotiated in the contractual agreement with the successful contractor.

4. Right to Reject Proposals

The City of San Clemente reserves the right to reject any or all proposals submitted. Any award made for this engagement will be made to the contractor which, in the opinion of the City, is best qualified to conduct the project.

5. Proposal Evaluation Criteria

Proposals will be evaluated on the basis of their response to all provisions of this RFP. **The most competitive proposal will address as many scope of work deliverables as possible within the designated budget.** The City of San Clemente may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance:

- 5.1 Cost of project or service: not to exceed \$250,000.
- 5.2 Educational background.
- 5.3 Previous experience.
- 5.4 Demonstrated record of success on work previously performed for the City or similar work performed for others.
- 5.5 Project lead.
- 5.6 Staff to perform work within the specified time.
- 5.7 Methodology proposed to accomplish the work. The most competitive proposal will address as many scope of work deliverables as possible within the designated budget.
- 5.8 Ability to make effective public presentations of the report and/or design required.

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- 5.9 Ability to work effectively with City staff, other public agencies and related parties as directed during the design, study, or other services.
- 5.10 Pertinent new ideas that may be presented during the course of the selection process.
- 5.11 Adequate knowledge of local conditions.
- 5.12 Availability, experience, and knowledge of any subcontractors hired to complete the job or study.
- 5.13 Additional work performed by the contractor that may have a direct and substantial physical relationship or conflict to the proposed project.
- 5.14 Previous history of completing projects within budget and design estimates.
- 5.15 Ability to furnish adequate and effective construction supervision.
- 5.16 Consideration for contractors or contractors currently working with a major developer in the City for work within or adjacent to the major development project.
- 5.17 Whether the contractor or contractor is local.

B. PROPOSAL FORMAT AND CONTENT

Proposals should be typed as brief as possible. They should not include any elaborate or unnecessary promotional material. The following order and content of proposal sections should be adhered to by each contractor.

1. Cover Letter

A cover letter not to exceed three pages in length should summarize key elements of the contractor's proposal. The letter must be signed by an individual authorized to bind the contractor. The letter must stipulate that the proposed price will be valid for a period of at least 90 days. Indicate the address and telephone number of the contractor's office located nearest

to San Clemente, California, and the office from which the project will be managed.

I. Background and Approach

The Background and Approach Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished.

II. Methodology(ies)

This section should clearly describe the methodology or methodologies you plan to use to carry out the specific work tasks described in the Work Plan.

III. Work Plan

Describe the sequential work tasks you plan to carry out in accomplishing this project. Indicate all key deliverables and their contents. Identify how much of the work will be done on site.

IV. Project Organization and Staffing

Describe your approach and methods for managing the project. Provide an organization chart showing all proposed project team members. Describe the responsibilities of each person on the project team. Identify the Project Director and/or Manager and the person who will be the key contact with the City of San Clemente. Indicate how many hours each team member will devote to the project by task, along with a statement indicating the availability of the members of the project team for the duration of the project. Include resumes for each member of the project team. Include information and staff support required from City personnel. If utilizing a City-paid intern is possible to address data collection or routine work assignments, identify that opportunity and related cost savings.

V. Related Experience

Describe recent, directly related experience. Include on each listing the name of the client; description of the work done; primary client contact, address and telephone number; dates for the project; name of the Project Director and/or Manager and members of the proposed

project team who worked on the project, as well as their respective responsibilities.

At least three references should be included. For each reference, indicate the reference's name, organization affiliation, title, complete mailing address and telephone number. The City of San Clemente reserves the right to contact any of the organizations or individuals listed.

VI. Project Schedule

Provide a schedule for completing each task in the work program, including deadlines for preparing all project deliverables.

VII. Cost Data

Indicate the total cost for which you will conduct the project by phase. Identify by project team member: name, classification, and the number of hours each member will spend on each work task. Indicate separately, total cost for fees and expenses, including any proposed fee discount.

VIII. Statement of Compliance

Contractors must submit a Statement of Compliance with all parts of the Request for Proposal and Draft Agreement terms and conditions, or a listing of exceptions and suggested changes, along with a description of any cost implications or schedule changes the exceptions and/or changes cause. The Statement of Compliance must declare either:

- A. This proposal is in strict compliance with the Request for Proposal and Draft Agreement and no exceptions to either are proposed; or
- B. This proposal is in strict compliance with the Request for Proposal and Draft Agreement except for the items listed.

For each exception and/or suggested change, the contractor must include:

1. The suggested change in the RFP or rewording of the contractual obligations.

2. Reasons for submitting the proposed exception or change.
3. Any impact the change or exception may have on project costs, scheduling or other considerations.

IX. Other Information

Include any other information you consider to be relevant to the proposal.

- X.** Contractor agrees that in carrying out its responsibilities under this agreement, and in particular with regard to the employment of persons and sub-contractors working on the project, it will not discriminate on the basis of race, color, creed, national origin, religion, sex, age, or handicap. In the event any of the work performed by Contractor hereunder is sub-contracted to another person or firm (with approval of the City as required herein), sub-contract shall contain a similar provision.

SUMMARY OF MAJOR COMPLIANCE REQUIREMENTS

The following highlights the key compliance elements contained in the City contract:

Meetings

This is a suggested schedule which is open to discussion.

1. Attend monthly progress meetings with City's Project Manager.
2. Conduct general meetings (2 - 3) open to employees, boards, and commissions for overview and discussion of study.

Reporting

1. Bi-weekly project report to City Project Manager including:
 - Monthly report to Department Heads.
 - Summary of work completed during previous two weeks.

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- Discussion of any significant problems encountered or issues arising during the project.
 - Percentage of project completion by work task.
 - Explanation of variance between actual work task completed vis-a-vis the work plan.
2. Oral briefings/summary of project findings for presentation to City Project Manager.
 3. Copies of the Draft Final Report, including Executive Summary, findings for presentation to City Project Manager.
 4. Oral presentation of findings and recommendations to the City Council, City Manager, and employee groups.

Insurance Coverage

1. Prior to commencement of any project activities, Contractor is to secure worker's compensation insurance, so as to be in compliance with State statutes and comprehensive general liability insurance, including auto and contractual liability coverage, in an amount not less than \$1 million.

Submittal Process

The Request for Proposal is available on the city's website through PlanetBids only. You must register as a document holder to receive updates and notices:

<https://vendors.planetbids.com/portal/28939/portal-home>

City of San Clemente website: (website more about contracting and purchasing link)

If you have any questions regarding PlanetBids, please contact Zach Rehm

ELECTRONIC FORMAT RECEIPT AND OPENING OF RFPs: Submittals will be received in electronic format (eBids) at the City of San Clemente's electronic bidding (eBidding) site at City of San Clemente – Contracting & Purchasing and are due by the date and time specific on the cover of the solicitation.

BIDS MUST BE SUBMITTED BY DUE DATE AND TIME. Once the deadline is reached, no further submissions are accepted.

BIDDERS MUST BE PRE-REGISTERED with the city's bidding system and possess a system- assigned Digital ID in order to submit an electronic bid.

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The city's bid/electronic bidding (eBidding) system will automatically track information submitted to the site including IP addresses, browsers being used and URLs from which information was submitted. In addition, the city's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of the security features, Proposers who disable their browsers' cookie will not be able to log in and use the city's bidding system. Upon entry of their proposal, the system will ensure that all required fields are entered. The system will not accept a proposal for which any required information is missing. This includes all essential documentation and supporting materials and forms requested or contained in these solicitation documents.

Proposals remained sealed until the due date and time. E-Bids and eProposal's are transmitted into the city's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256-bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Proposals submitted prior to the due date and time are not available for review by anyone other than the submitter, who will have until the due date and time to change, rescind, or retrieve its proposal should they desire to do so.

Proposals must be submitted by due date and time. Once the deadline is reached, no further submissions are accepted into the system. Once the due date and time has passed, bidders, proposers, the general public, and city staff are able to immediately see the results online. City staff may then begin reviewing the submissions for responsiveness, compliance, and other issues. Proposals may be withdrawn by the proposer prior to, but not after, the time set as due date and time.

Important note: Submission of the electronic proposal into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider, bandwidth, computer hardware and other variables, it may take time for the proposer's submission to upload and be received by the city's eBidding system. It is the proposer's sole responsibility to ensure their proposals are received on time by the city's eBidding system. The City of San Clemente is not responsible for proposals that do not arrive by the due date and time.

Electronic submissions carry full force and effect. The proposer, by submitting their electronic proposal, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms, and affidavits submitted as part of this proposal are true and correct.

Proposals are public records. Upon receipt by the city, proposals shall become public records subject to public disclosure. It is the responsibility of the Proposer to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the proposal's general references to sections of the

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California Public Records Act will not suffice. If the proposer does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the Public Records Act, the city shall be free to release the information when required in accordance with the Public Records Act, pursuant to any other applicable law, or by order of any court or government agency, and the proposer agrees to hold the city harmless for any such release of this information.

Special Conditions

- A. This RFP does not commit the city to award a contract, defray any costs incurred in the preparation of a proposal pursuant to this RFP, or in any resulting negotiations, or to procure a contract for work.
- B. The city reserves the right to cancel or revise, for any or no reason, in part or in its entirety. If the city cancels or revises the RFP, all proposers will be notified in writing.
- C. The city reserves the right to reject any and all proposals for any or no reason.
- D. The city may, during the evaluation process, request additional information or clarification on any item in a proposal which the city deems necessary to determine the proposer's ability to perform the required services.
- E. At the discretion of the city, top candidates may be requested to participate in a telephone or personal interview to view the proposed solution.
- F. If the city selects a proposal, it shall negotiate an agreement based on the terms and conditions agreed upon as a result of the negotiations. No agreement shall be binding upon the city until the agreement has been completely executed by the Contractor and approved by the City Attorney, executed by the City Manager or designee, and approved by the San Clemente City Council, if required. All individuals or firms responding to this RFP will be notified of their selection or non-selection in writing after the project selection team has completed the selection process.
- G. The City of San Clemente complies with all California statutes and regulations related to conflicts of interest.
- H. A sample copy of the city's standard Contractor agreement is attached (Exhibit F) for your review. Please do not respond to this RFP if you cannot agree to all terms of the city's agreement.

Prohibited Contracts

The City shall not contract with and shall reject any RFP's submitted by the persons or entities specified below, unless the City Council finds that Special Circumstances exist which justify the approval of such contract. Persons employed by the city or public agencies for which the City Council are the governing body; and Profit-making firms or businesses in which city employees described in this solicitation serve as officers, principals, partners, or major shareholders; and Persons who, within the immediately preceding twelve (12) months, came within the provisions this solicitation and who (1) were employed in positions of substantial

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responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and Profit-making firms or businesses in which the former employees described in this solicitation serve as officers, principals, partners, or major shareholders; and Person who currently serve on a city Board or Commission per CMC 2.15.0.30. The submitter certifies that the Contractor firm has compiled with the above provisions, and that any ensuring contract will eb valid.

Notification of Results

Contractors will be notified of the selection committee’s decision by email. The City of San Clemente reserves the right not to select any of the proposals.

We’re here to help:

Any questions relative to the scope of work and proposal process in general for this RFP are due by (date) PDT and should be directed via email to:

Zach Rehm, Principal Planner
City of San Clemente, Planning Services Division RehmZ@san-clemente.org
(949) 361-6190

Christopher Wright, Senior Planner
City of San Clemente, Planning Services Division WrightC@san-clemente.org
(949) 361-6193

Submittals must be received (due date) by 5 p.m. PDT via the city’s e-bidding site.

Selection Process:

The City shall employ a one-step process to select a contractor for this Project, with an option for a second step. In the first step, a panel shall rate all Proposals using the criteria described in this section. **The City reserves the right to initiate a second step which shall involve a panel interview.** Proposers invited to this second step shall have their panel interview rated, with rating combined with the rating from the first step, resulting in a new aggregate rating.

Attachments:

Exhibit A – Project Study Area
Exhibit B – Prior Parking Study Areas – Downtown and North Beach
Exhibit C – Links to City Resources
Exhibit D – List of Comparison Cities
Exhibit E – GIS deliverable standards
Exhibit F – Sample Professional Services Agreement

This map shows the overall project study area. Within this study area, project task 6 involves parking occupancy counts for portions of the study area. These “required parking count areas” include the Downtown, North Beach, the Pier Bowl Visitor Serving Commercial Overlay, and coastal access parking lots between the Pier Bowl area and North Beach train station. For an online map of required count areas, [click this link here](#). The web map also has additional layers that may be toggled on in the layer list.



Prior Parking Study Areas Downtown and North Beach

Figure 1 – Downtown Area (numbers are block identifiers for counts)

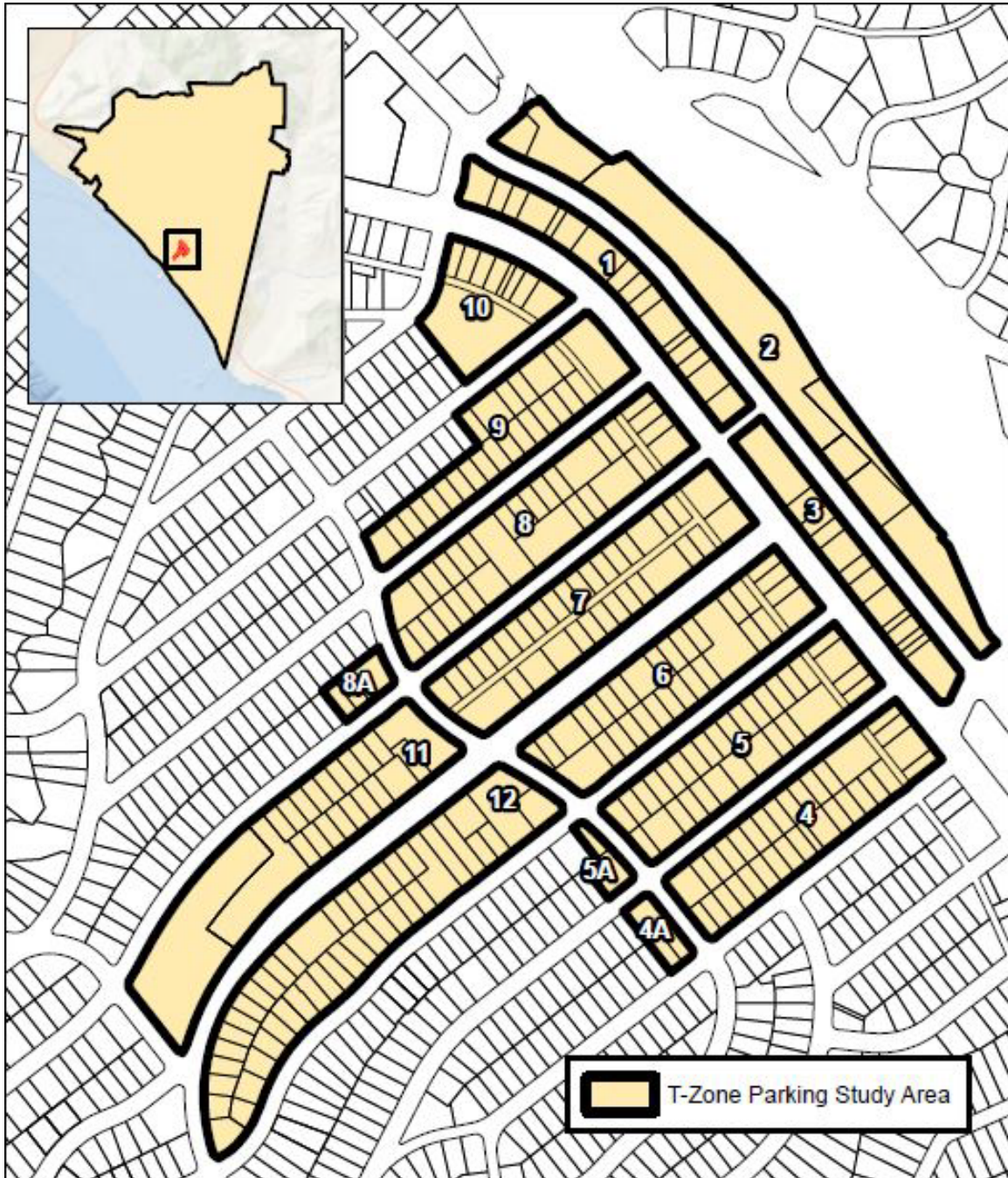
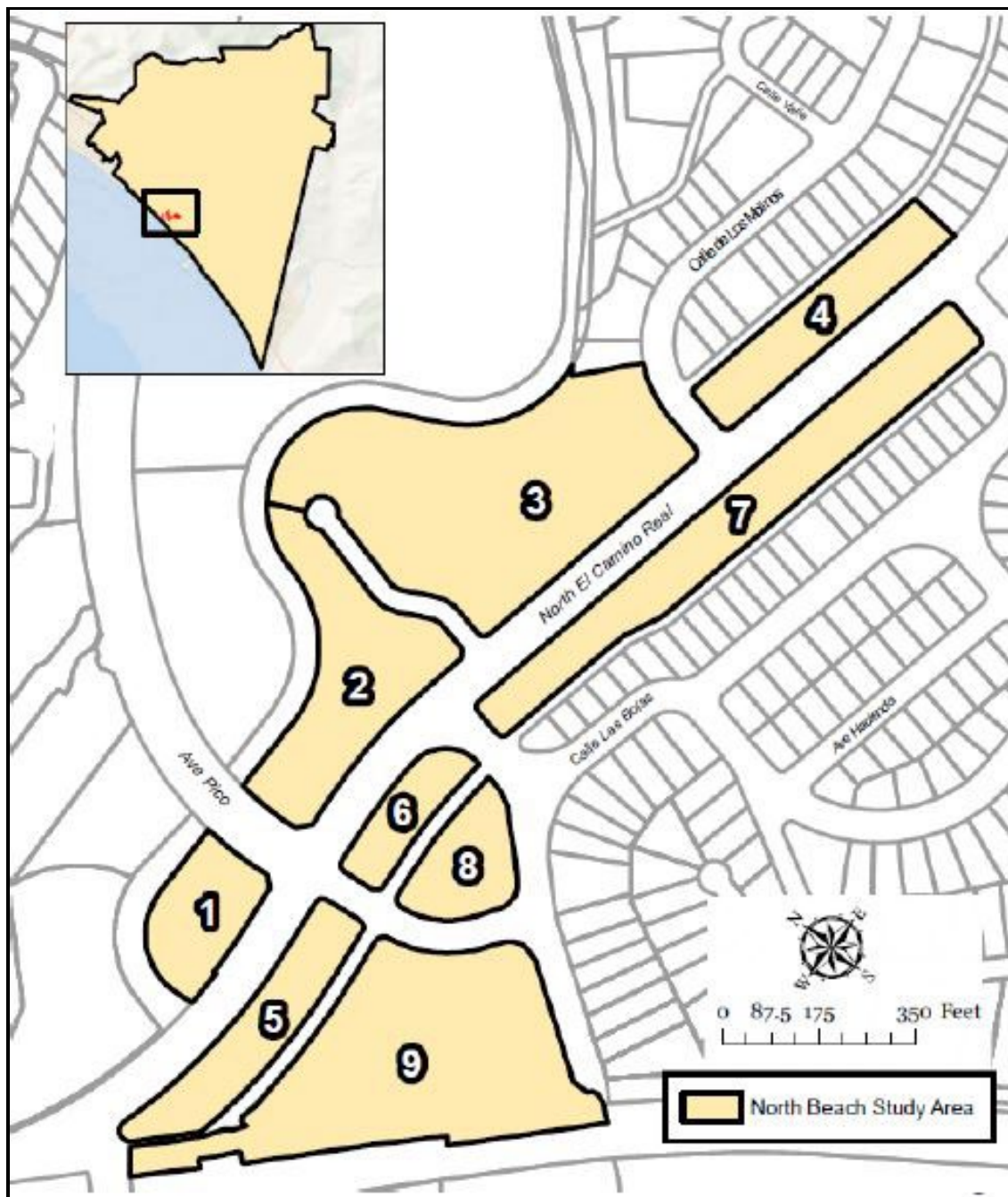


Figure 2 – North Beach (numbers are block identifiers for counts)



Links to City Resources

City of San Clemente Resource Links:

- [Zoning Code](#)
- [Trolley Page](#)
- [Live Shuttle Tracker](#)
- [2018 Downtown Parking Study](#)
- [2018 North Beach Parking Study](#)
- [Map of Current Paid Parking Locations](#)

Reference List of Comparable Cities with Parking Management Plans or Policies

References:

City of Carlsbad:

- <https://www.carlsbadca.gov/home/showpublisheddocument/5749/637564250109970000>

City of Dana Point:

- <https://www.danapoint.org/home/showpublisheddocument/27697/636862563978900000>

City of Laguna Beach:

- <https://www.lagunabeachcity.net/government/departments/community-development/planning/current-projects/parking-master-plan>

City of Newport Beach – Parking Overlay LCP:

- <https://documents.coastal.ca.gov/reports/2020/9/W11a/W11a-9-2020-report.pdf>

City of Oceanside:

- <https://www.ci.oceanside.ca.us/home/showpublisheddocument/5706/637962639119270000>

City of Del Mar:

- <https://www.delmar.ca.us/DocumentCenter/View/1410/2015-Draft-Downtown-Parking-Management-Plan?bidId=>

GIS Deliverable Standards

GIS data deliverables should be submitted as follows:

1) **Use City Projection**

- NAD_1983_StatePlane_California_VI_FIPS_0406_Feet
- WKID: 2230 Authority: EPSG

2) **Maps**

- Provide map packages in an ESRI format so the City has map files, layout files, symbol files, and data in bundles. ArcPro file formats are preferred.
- Provide maps if PDF format.

3) **Data**

- Provide data in a file geodatabase for data edited or created by the Contractor, if any.
- Provide metadata for data edited or created by the Contractor, if any. The metadata should identify the data source and describe fields, domains, and editing completed.
- Do not provide any kml / kmz, dwg / dxf.

4) **Post processing files**

For maps with post processing, provide files for software used, such as indesign, illustrator, etc., so the City can maintain maps over time.

Sample Professional Services Agreement

[MODEL - REMOVE THIS TITLE WHEN USED]

CITY OF SAN CLEMENTE

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20____, by and between the City of San Clemente, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 910 Calle Negocio , San Clemente, California, 92673 ("City") and [INSERT NAME OF COMPANY], a [INSERT TYPE OF BUSINESS; I.E., CORPORATION (INCLUDE STATE OF INCORPORATION), LIMITED LIABILITY COMPANY, SOLE PROPRIETORSHIP, ETC.], with its principal place of business at [INSERT ADDRESS] ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional [INSERT TYPE] consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional [INSERT TYPE] consulting services to public clients, is licensed in the State of California, if applicable, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional [INSERT TYPE] consulting services for the [INSERT NAME OF PROJECT, AND CONTRACT NUMBER, IF APPLICABLE] project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional [INSERT TYPE] consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. [INSERT IF FEDERAL FUNDS WILL BE USED; OTHERWISE ALWAYS DELETE: Additionally, Consultant shall comply with all Federal requirements applicable to the Services as set forth in Exhibit "A-I."]

3.1.2 Term. The term of this Agreement shall be from [INSERT DATE] to [INSERT DATE], unless earlier terminated as provided herein. [***INSERT THE FOLLOWING SENTENCE FOR MULTI-YEAR, AUTOMATIC RENEWAL NOT TO EXCEED THREE CONSECUTIVE YEARS; OTHERWISE, ALWAYS DELETE: The City shall have the unilateral

option, at its sole discretion, to renew this Agreement automatically for no more than **[INSERT NUMBER]** additional one-year terms.***] Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control, the City being only concerned with the finished results of the work being performed. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be solely responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Neither Consultant nor Consultant's employees shall in any event be entitled to any benefits to which City employees are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. Consultant is solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

3.2.2 PERS Eligibility and Employee Payments Indemnification. In the event that Consultant's employee providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions that would otherwise be the responsibility of the City. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant's employees providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contributions to be paid by City for employer contributions and/or employee contributions for PERS benefits. Consultant agrees to defend and indemnify the City for any obligation, claim, suit or demand for tax, retirement contribution including any contribution to the PERS, social security, salary or wages, overtime payment, or workers' compensation payment that the City may be required to make for work done under this Agreement. The provisions of this section 3.2.2 are continuing obligations that shall survive expiration or termination of this Agreement.

3.2.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.4 Endorsement on PS&E/ Other Data. Consultant shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by Consultant, and where appropriate will indicate Consultant's authorized signature and professional registration number.

3.2.5 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.6 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **[INSERT NAME AND TITLE]**.

3.2.7 City's Representative. The City hereby designates **[INSERT NAME AND TITLE]**, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.8 Consultant's Representative. Consultant hereby designates **[INSERT NAME AND TITLE]**, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.9 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.10 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.12 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "C" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "D" attached hereto and incorporated herein by reference. The total compensation shall not exceed **[INSERT AMOUNT WRITTEN OUT] (\$[INSERT NUMBER])** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or

since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "D" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "D" may be adjusted each year at the time of renewal as set forth in Exhibit "D."

3.3.6 Labor Code Requirements.

3.3.6.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code sections 1725.5 and 1771.1 shall not apply to Services performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code sections 1725.5 and 1771.1.

3.4 **Accounting Records.**

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such

records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time, with or without cause, by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: [INSERT BUSINESS NAME]
[INSERT STREET ADDRESS]
[INSERT CITY STATE ZIP]
ATTN: [INSERT NAME AND TITLE]

City: City of San Clemente
910 Calle Negocio
San Clemente, CA 92673
ATTN: [INSERT NAME AND TITLE]

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans,

specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification.

3.5.6.1 To the fullest extent permitted by law, Consultant shall defend

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

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

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

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

3.5.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of

this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts/Electronic Signatures. This Agreement may be signed in counterparts, each of which shall constitute an original. This Agreement may be signed with the same force and effect as original ink signatures.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite of their signatures.

CITY OF SAN CLEMENTE

By: _____
Andy Hall, City Manager

Dated: _____, 20__

ATTEST:

CITY CLERK of the City of
San Clemente, California

APPROVED AS TO FORM:

Elizabeth A. Mitchell, City Attorney

**APPROVED AS TO AVAILABILITY
OF FUNDING:**

Finance Authorization

("CONSULTANT")

By: _____
(Name, Title)

Dated: _____, 20__

By: _____
(Name, Title)

Dated: _____, 20__

EXHIBIT "A"
SCOPE OF SERVICES

Consultant shall perform the following services for the City (collectively, the "Services"):

[COPY, PASTE AND EDIT AS NECESSARY FROM THE RFP OR PROPOSAL]
(Proposal can be attached in addition to the above if they are technical specs or similar)

EXHIBIT "A-I"
FEDERALLY REQUIRED PROVISIONS FOR SERVICES

**[INSERT FEDERALLY REQUIRED PROVISIONS TRIGGERED BY RECEIPT OF
FEDERAL FUNDS FOR THE SERVICES; OTHERWISE
ALWAYS DELETE ENTIRE EXHIBIT "A-I"]**

EXHIBIT "B"
SCHEDULE OF SERVICES

Consultant shall diligently perform the services to the City's satisfaction and as set forth in the attached proposal from **[INSERT NAME OF COMPANY]** dated **[INSERT DATE OF PROPOSAL]**, which is incorporated fully herein by this reference.

Alternative Language: [Consultant shall diligently perform the services to the City's satisfaction according to the timeframe requested by the City.]

EXHIBIT "C"
INSURANCE REQUIREMENTS

3.2.12 Insurance. **[CITY RISK MANAGER TO REVIEW PRIOR TO EACH USE]**

3.2.12.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.12.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. *****NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; and (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees). **ALWAYS DELETE THIS SECTION IF NOT USED***]**

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000 per claim. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial

Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

(E) Cyber Liability Insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

3.2.12.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.12.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

3.2.12.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.12.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.12.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.12.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention greater than \$5,000 must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.12.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.12.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

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

3.2.12.12 Enforcement of Agreement Provisions (non estoppel).

Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.12.13 Requirements Not Limiting.

Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.12.14 Insurance for Subconsultants.

Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

EXHIBIT "D"
COMPENSATION

In full compensation for the Services rendered by the Consultant under the Agreement, the City shall pay the Consultant for actual work performed at the following hourly rates:

[INSERT RATE TABLE]

Maximum compensation under this Agreement shall not exceed \$XX,XXX. There are no reimbursable expenses under this Agreement.

OR

In full compensation for the Services rendered by the Consultant under the Agreement, the City shall pay the Consultant the following lump sum, fixed price:

[INSERT INFORMATION ON LUMP SUM/TASK LIST ITEMS]

There are no reimbursable expenses under this Agreement.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

(ONE OF THE BOXES BELOW MUST BE CHECKED)

I have and will maintain a certificate of consent from the California Labor Commission to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract. My workers' compensation insurance carrier and policy number are:

Carrier _____

Policy Number _____

I certify that, in the performance of the work under this Agreement, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of San Clemente and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Dated: _____, 20____

("CONSULTANT")

By: _____

Title

Address
