



Town of Tiburon

Request for Proposals (RFP)

for

**2025 Sea Level Rise Vulnerability Assessment and Shoreline Adaptation Plan**

Responders to this Request for Proposals (RFP) must submit one signed electronic copy of the proposal via email.

**Proposal Submission Deadline (date/time): September 9, 2025 at 5:00 P.M.**

**Submit full proposals to Grace Ledwith, [gledwith@townoftiburon.org](mailto:gledwith@townoftiburon.org)**

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## **ATTACHMENTS**

Attachment A: Sample Professional Services Agreement

## **SECTION 1 – BACKGROUND AND INTRODUCTION**

### **Project Objectives and Overview**

The Town of Tiburon (“Tiburon”) is seeking proposals from qualified consultants to develop Tiburon’s first jurisdictional Sea Level Rise (“SLR”) Shoreline Vulnerability Assessment (“VA”) and Shoreline Climate Adaptation Plan (“Adaptation Plan”). The Tiburon VA and Adaptation Plan will be developed to comply with the recently released San Francisco Bay Conservation and Development Commission’s (“BCDC”) Regional Shoreline Adaptation Plan (“RSAP”) Guidelines (“RSAP Guidelines”) and California Senate Bill 272, Sea Level Rise: Planning and Adaptation (Laird, 2023-24). Selected consultants are expected to be familiar with the RSAP Guidelines and demonstrate experience applying similar criteria and guidelines for other SLR vulnerability and adaptation planning projects in the San Francisco Bay Area.

The purpose of this work is intended to satisfy the following objectives:

1. Comply with the [Elements A-D of the RSAP Guidelines](#), including:
  - Element A: Initiate a Planning Process (Task 1)
  - Element B: Document Existing Conditions (Task 2/3)
  - Element C: Conduct a Vulnerability Assessment (Task 3)
  - Element D: Establish Adaptation Strategies and Pathways (Task 4)
  - Element E: Create a Land Use and Policy Plan (Task 4)
  - Element F: Create an Implementation Plan and Funding Strategy (Task 4)
  - Element G: Develop Priority Project List (Task 5)
  
2. Document and identify community priorities to assist Town Council in identifying adaptation strategies for further evaluation through robust and equity-driven engagement with the Tiburon community and the region.

### **About the Town of Tiburon and Flood Hazard Vulnerability**

The Town of Tiburon is located just north of San Francisco along an extensive peninsula projecting into Richardson and San Pablo Bays. The Town comprises approximately 4.5 square miles of land area and 8.75 square miles of submerged land. The current population is around 9,100 residents and the Town is classified as a ‘highest resource area’ (ABAG classification) due to factors such as high performing schools, higher employment, a higher percentage of adults with a bachelor’s degree, lower poverty rates, and less exposure to environmental and health hazards.

The peninsula is generally steep with several areas of reinforced shoreline. Highly valued shoreline shops and restaurants in the downtown as well as the Bay Trail and the Boardwalk shopping center and low-lying natural areas in the Greenwood Beach area are

projected to be impacted in the near and medium term. Vulnerable assets include residential neighborhoods, commercial corridors, civic and recreational facilities, historic resources, and visitor-serving infrastructure. Access to Tiburon from Highway 101 and Corte Madera could also flood in the medium-term, potentially cutting off residents from critical services and destinations.

In the long-term, much of Downtown Tiburon as well as the Cove and Boardwalk shopping center areas and portions of Paradise Cay and Bel Aire neighborhoods (some 135 acres in total, on 450 properties) may also be vulnerable to inundation. Vulnerable downtown assets include Tiburon Boulevard and other streets; the Bay Trail; the Ferry Terminal; the Tiburon Fire Department, library, and post office; historic buildings along Main Street; hotels, shops, businesses, and housing. The long-term projection could result in over \$400 million in assessed value damage and nearly \$600 million in the single-family market in Tiburon, as well as approximately 2.5 miles of flooded roadways exposed to saltwater and erosion (Marin County Department of Public Works, June 2017). While these projections are critical to the Town's ability to prepare and adapt, these projections may not present a complete picture of rising water levels in specific locations. Sea level rise will be accompanied by rising groundwater levels, fluvial flooding, and shoreline erosion.

Tiburon is subject to flooding problems due to periodic heavy winter rainfalls, tidal fluctuations, and the potential for tsunamis and SLR. During heavy rainfall conditions, and especially when combined with high tides, certain areas are known to flood, including Beach Road at Tiburon Boulevard, Tiburon Boulevard at Ned's Way, and Tiburon Boulevard near Greenwood Beach Road by the 76 gas station. SLR is expected to exacerbate flooding issues. The downtown and Cove areas face heightened exposure to SLR, storm surge, and coastal flooding, with bluff-top parcels at risk of slope failure during extreme events. Approximately 65% of Tiburon's commercial properties are projected to be affected by long-term SLR, and emergency response operations may be compromised if critical access routes or the Tiburon Fire Protection District headquarters are inundated.

Global models indicate that California will see substantial SLR during this century, with the exact magnitude depending on such factors as global emissions, the rate at which oceans absorb heat, melting rates and movement of land-based ice sheets, and local coastal land subsidence or uplift. [The Marin Shoreline Sea Level Rise Vulnerability Assessment](#) was prepared in June 2017 as part of the BayWAVE program to understand and identify the effects of SLR on the seaside communities within Marin County. The BayWAVE Marin Shoreline Vulnerability Assessment identified 45 – 50 parcels vulnerable in near and medium term scenarios (10inches and 20inches of SLR), this number nearly triples to 150 parcels in the long term scenario (60inches of SLR).

For this project, the Tiburon shoreline includes the 100ft “shoreline band” as defined by BCDC, as well as inland areas projected to be impacted by 2 meters of SLR in combination with a 100 year coastal wave event. Tiburon will work with the selected consultants to map out a final study area during the contracting process. Consultants should provide a rough delineation of their proposed shoreline boundary and base their cost estimates on this boundary.

Although Tiburon has not developed its own standalone VA or Adaptation Plan, the Town has played an important role in the development of Marin County’s Marin Shoreline Vulnerability Assessment and [TAM’s SLR Plan for Marin County’s Transportation System](#). Tiburon has also benefitted from the [City of Belvedere’s Coastal Flood Barrier Critical Infrastructure Project](#). Tiburon and the City of Belvedere share a common shoreline with shared vulnerabilities, making coordination and partnership highly valuable. All of these existing projects will be vital to the development of Tiburon’s plans.

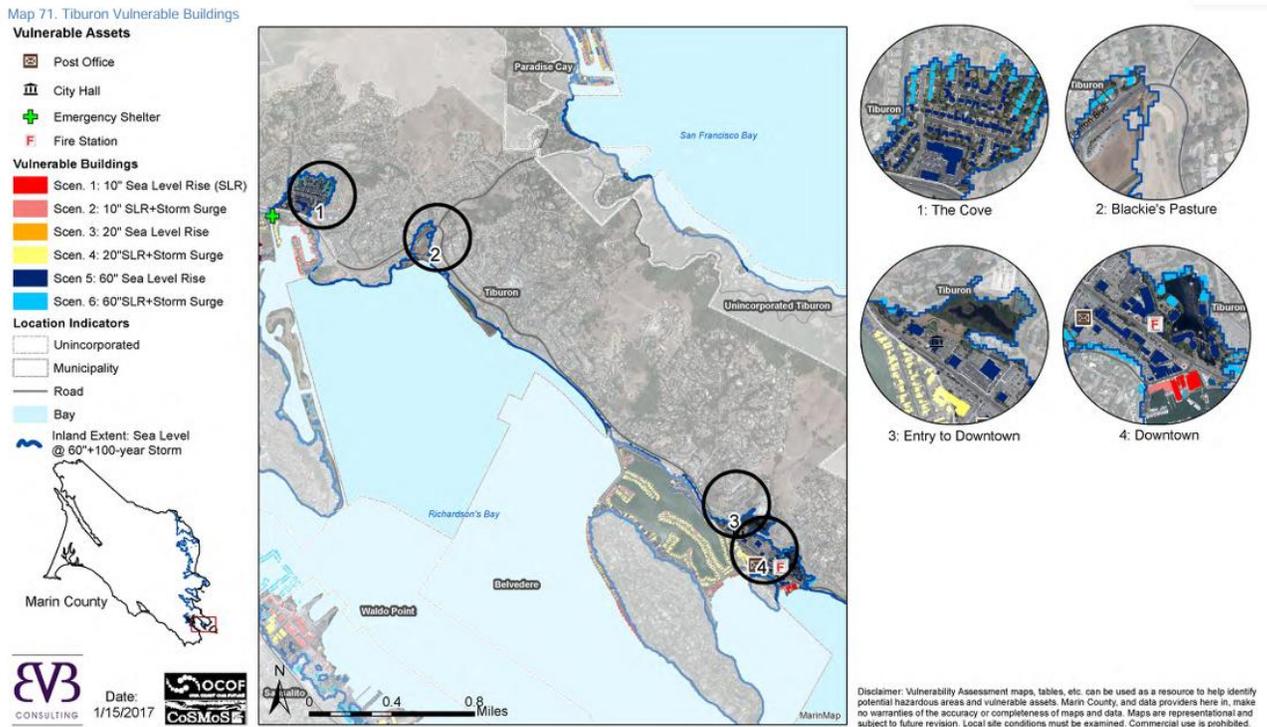


Figure 1: Tiburon vulnerable areas and assets. Source: Marin Shoreline Vulnerability Assessment page 214

## **SECTION 2 – SCOPE OF WORK**

The Town of Tiburon received funding from OPC’s SB1 Sea Level Rise Adaptation Planning Grant to confirm existing coastal flood hazard exposure information along its shoreline and develop an adaptation plan that will identify prospective adaptation strategies for Tiburon’s shoreline. This work will also include developing robust community engagement and outreach efforts to bring the community’s voice into shoreline planning.

### **Scope Overview**

This project consists of five tasks, which are elaborated in more detail below:

Task 1: Project Management

Task 2: Coastal Flooding and Prior Analysis Review

Task 3: Town of Tiburon Coastal Flooding and Vulnerability Assessment

Task 4: Develop Town of Tiburon Adaptation Plan

Task 5: 10% Design of Selected Adaptation Strategies

### **Task 1: Project Management**

This task involves developing a comprehensive Project Management Plan and Community Engagement Plan at the outset to meet the requirements of Element A of the RSAP. These plans shall outline key partners (such as the City of Belvedere, Marin County, Transportation Authority of Marin, Southern Marin Fire District, and others), define the planning area with a detailed map, and describe the multijurisdictional planning process. The deliverables shall establish a framework for equitable engagement throughout the project by incorporating strategies such as surveys, town halls, identification of vulnerable communities, and other tailored opportunities for these communities to engage with the project and provide feedback. Effective management of tasks is essential to ensure the project’s success. Tiburon will be contributing staff time for coordination and will provide ongoing supervision of the project status with as needed check-ins and scheduled coordination meetings to ensure that the project will remain on schedule and that workload distribution is appropriate. This will be in tandem with ongoing check-ins with BCDC where the governing agency can provide additional feedback and review deliverables to ensure required standards are being met. Consultants should estimate this task to equal 15% of the total proposed budget

#### *Task 1 Deliverables:*

- 1.1 Project Management Plan (Element A)
- 1.2 Community Engagement Plan (Element A and Equity Assessment Standard)
- 1.3 Quarterly reports and check ins (including OPC reports and invoicing and coordination with BCDC)

## **Task 2: Coastal Flooding Prior Analysis Review**

Assets on Tiburon's shoreline are vulnerable to high tide flooding today, with 16% of Tiburon properties being currently impacted. With climate change, sea levels in the SF Bay are expected to rise between 0.8 to 1.3 feet by 2050 and 3.1 to 6.5 feet by 2100. Tiburon's coastal resources are therefore vulnerable to significantly increased future coastal flooding.

While numerous studies have already been conducted in Marin County, which include Tiburon, this task aims to identify the most relevant data sources and research. It will involve interviews with key regional leaders in flooding adaptation and SLR to capture past discussions and considerations on adaptation strategies. The findings will be compiled into a memo, providing a foundation for the VA and Adaptation Plan development. This memo shall include a comprehensive list of all existing studies, maps, and description of the planning area, and maps and descriptions of existing populations, assets, sectors, services, and land uses as part of Element B of the RSAP. We anticipate that the consultant will rely on existing documents and studies and that no new modeling or field-based data collection will be conducted or required.

While the focus of this task will be on SLR driven flood hazards, consultants are expected to review prior studies of stormwater and precipitation flood hazards and qualitatively include these studies into discussions of Tiburon's coastal flood hazards. Additionally, the selected consultant team should review relevant local studies that analyze erosion in the SF Bay to develop their best approximation of future erosion along the shoreline. This should also be discussed qualitatively.

To ensure consistency with prior work, the selected consultants will use the same SLR and coastal flood hazard information as used in the TAM SLR Transportation Study, mainly relying on the USGS's Coastal Storm Modeling System (or CoSMos) which was also used for BayWAVE's 2016 study. Additionally, to create the most robust and defensible analysis possible, selected consultants will also include flood exposure modeled by the Adapting to Rising Tides Program and groundwater rise projections from the SFEI/Climate Pathway Institute's Existing and Future Conditions Report.

The consultant team will be responsible for providing geographic information system (GIS) based analysis of current and future asset exposure. This could include but is not limited to:

1. Projected timing of current and future first flood exposure
2. Projected timing of current and future inundation
3. Depth of current and future flooding and inundation; and/or
4. Duration of current and future flooding and duration

The study area will focus along the shoreline within the Town of Tiburon jurisdictional boundaries. Important Tiburon assets to be studied include downtown, Blackie's Pasture, and the Cove.

This task is intended to confirm findings from prior assessments, and, as such, is not expected to be a large component of the project. Consultants should estimate this task to equal 8% of the total proposed budget

*Task 2 Deliverables:*

- 2.1 Preparation of a notice of intent prepare a subregional plan
- 2.2 Draft existing conditions and vulnerability assessment memorandum (Element B and Equity Assessment Standard)

**Task 3: Town of Tiburon Coastal Flooding and Vulnerability Assessment**

Building on the deliverables in Task 2 and leveraging existing data from other assessments, the contractors will develop a VA that adheres to the requirements of Element C of the RSAP. This task will include creating detailed maps and descriptions of the exposure of people, assets, ecosystems, and services to coastal flood hazards under 8.1 feet (Medium – High SLR for 2150) and 11.7 feet (High SLR for 2150) scenarios, as well as 100-year coastal flood risk where existing modeling allows.

The assessment will align with the updates State of California SLR Guidance and will also identify priority areas while analyzing current and potential future hazards. In addition to long term projections, the study should address near-term effects of temporary high flooding, mapping how these events intensify over time. Since traditional 2D maps can be difficult to interpret, the consultant shall create up to three 3D models of simulations to illustrate future risk more effectively. These expanded analyses and visual tools will be compiled into a Coastal Flooding and Vulnerability Assessment specific to the Town of Tiburon, providing a comprehensive foundation for future adaptation planning.

To ensure the Vulnerability Assessment reflects local knowledge and lived experiences, community engagement will be incorporated throughout this task. Engagement activities (up to 50 hours total for the entire project) will be done in partnership with the Town and could include things such as a public survey and/or a workshop to gather input on flooding impacts, shoreline access, and concerns specific to historically underserved groups. The consultant team in partnership with Town staff will work closely with community partners to ensure inclusive participation and build trust. Input from these efforts will inform identification of priority areas, improve the relevance of modeled

scenarios, and ensure that visual tools and technical analyses are understandable to the public.

Through coordination with the Town project team and in keeping with RSAP guidelines, the consultant team will also identify 'Local Priority Areas' (LPAs) that will require a heightened level of assessment. This will include assessing sensitivity to SLR, its intrinsic adaptive capacity, and consequences of inaction. 'Strategic Regional Priority Areas' (SRPAs, defined in the RSAP pp. 46-78), will also require heightened analysis.

The Town will provide GIS based asset information and GIS shapefiles for current and future flood hazard information noted above. Consultants will develop a memo outlining the existing conditions and future flood assessment findings and deliver GIS shapefiles of the final exposure and vulnerability analyses. Consultants should estimate this task to equal 30% of the total proposed budget

*Task 3 Deliverables:*

- Town of Tiburon Coastal Flooding Vulnerability Assessment (Element B and Element C)
- Develop up to three 3D models or simulations of projected flooding

**Task 4: Development of Town of Tiburon Adaptation Plan**

Prior studies in Marin County have identified different potential adaptation strategies for the Tiburon shoreline. Adaptation strategies can include everything from nature-based strategies such as cobble beaches and expanded wetlands, to traditional, engineered hardening strategies, such as sea walls and pump stations, to land use and policy changes, to planned relocation. The selected consultants are expected to review prior studies and identify any other adaptation strategies that may be appropriate for the Tiburon shoreline. The consultant team will work with Tiburon staff to develop evaluation criteria that will narrow down the suite of adaptation strategies to those most viable for Tiburon. Evaluation criteria will include Adaptation Strategy Standards identified in the RSAP, Section 3.3.4, to ensure compliance with BCDC's guidelines. In addition, the consultants will work with the Tiburon project team and through the community engagement process to incorporate other metrics deemed important by the community. To ensure a well-balanced effective strategy, adaptation actions will be evaluated against their long-term impacts. All measures will not be required straight away; therefore, the Adaptation Plan will specify pathways with specific triggers and thresholds.

The consultant team will also identify key indicators or shoreline change and flood risk that will guide decisions and be addressed in a coordinated monitoring plan. The

Adaptation Plan will be developed following the requirements under Element D of the RSAP and will include a local vision and goals for the planning area, adaptation strategy alternatives for priority areas, evaluation of adaptation alternatives, and conceptual plans that include physical and nonphysical strategies. In addition to analyzing these different strategies, the Adaptation Plan shall also provide insight into land use and policy changes required to enact the strategies with community input in accordance with Element E if such policy change is necessary.

During this task, community engagement will shift toward co-creating solutions and building consensus on priorities. The consultant team, in collaboration with partners, will host community workshops, along with pop-up engagement opportunities, and/or interactive experiences to collect feedback on draft strategies. A combination of in person and online tools will ensure accessible review of materials and two-way communication with particular attention being given to linguistically appropriate materials and low-barrier feedback opportunities. Ultimately, this effort will inform the development of a long term monitoring program and financing strategy in alignment with Element F. The outcome will provide a roadmap for sustainable shoreline adaptation, outlining implementation monitoring by Tiburon and potential funding mechanisms. Consultants should estimate this task to be around 30% of the total proposed budget

*Task 4 Deliverables:*

- Draft Shoreline Adaptation Plan
- Finance and Monitoring Strategy

**Task 5: 10% Design of Selected Adaptation Strategies**

In this task, consultants will follow up on the completion of the Adaptation Plan and in coordination with the community and relevant stakeholders, will work with Tiburon staff to select adaptation strategies (Ideally between one and three, but selection will be open and flexible). These strategies will then be brought up to initial 10% design in alignment with requirements under Element G. These designs shall also be outlined in a memo for communication purposes.

This task shall also include the consolidation of all final deliverables of this project to prepare for Town Council review and adoption of a complete Subregional Shoreline Adaptation Plan. Consultants should estimate this task to be around 17% of the total proposed budget

*Task 5 Deliverables:*

- Draft 10% designs of selected adaptation solutions

- Final Town of Tiburon Single Jurisdiction SF Bay Subregional Shoreline Adaptation Plan (RSAP)
- Memo outlining selected adaptation solutions for future implementation
- All community outreach materials
- Preparation of materials for Town Council review and adoption of RSAP

### **SECTION 3 – EVALUATION AND SELECTION PROCESS**

The Town will award contracts on the basis of fair and open competitive negotiations, demonstrated competence, and professional qualifications.

A panel will be convened to evaluate the qualification statements and develop a ranking of the most qualified consultants. The panel may include representatives from the Town of Tiburon and other relevant public agencies. Members of the panel will not be revealed prior to interviews.

Based on the evaluation of submitted proposals, a list of the top two or three qualified Consultants will be established. Consultants may be requested to participate in an oral presentation. Upon completion of the proposal evaluations and interviews (if requested), the Consultants will be ranked and the top ranked firm will be identified. If for any reason an acceptable contract cannot be negotiated with the top ranked Consultant, negotiations will commence with the next ranked Consultant.

The Town reserves the right to select the top-ranked consultant solely based on the written proposal. Only written proposals shall be considered. All materials submitted shall become part of the proposal and may be incorporated into a subsequent contract between the Town and the selected firm. The Town of Tiburon reserves the right to further negotiate the terms and conditions of the contract.

The following technical criteria and their relative weights will be used to evaluate and rank the consultant proposals:

<p><b>Project Understanding and Approach:</b> Describe your understanding of the project and describe your approach to meeting the task objectives outlined in this RFP, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Familiarity with the RSAP Guidelines and demonstrated experience applying similar criteria and guidelines for other sea level rise vulnerability and adaptation planning projects in the San Francisco Bay Area</li> <li>• Demonstrated use/application of GIS, graphics, modeling, to develop vulnerability and adaptation plans will support this project</li> <li>• How demonstrated experience in collaboration among community members, agencies and other stake holders will support this project</li> </ul>	<p><b>25%</b></p>
<p><b>Experience:</b> Depth of knowledge and experience with sea level rise modeling and coastal climate hazards. This can include:</p> <ul style="list-style-type: none"> <li>• Experience assessing sea level rise and coastal flooding exposure and vulnerability</li> <li>• Demonstrated staff experience developing SLR vulnerability assessments, especially within the context of San Francisco Bay Depth of knowledge and experience with coastal climate adaptation strategies and adaptation plan development.</li> <li>• Experience and deep understanding of the landscape of different adaptation strategies, especially within the context of San Francisco Bay</li> <li>• Experience developing SLR climate adaptation plans</li> </ul>	<p><b>25%</b></p>
<p><b>Staffing and Consultant Team:</b> Qualifications of staff for work to be done. This can include:</p> <ul style="list-style-type: none"> <li>• Years of experience working on sea level rise vulnerability assessments or adaptation planning</li> <li>• Experience and familiarity in working with BCDC and other relevant regional/state agency staff</li> <li>• Demonstrated experience working in the San Francisco Bay Area, highly preferred</li> <li>• Demonstrated commitment of staff, particularly the project manager, in working on the project based on timeline/schedules outlined above</li> </ul>	<p><b>25%</b></p>

<p><b>Community Involvement and Communications:</b> Capability of conducting effective public outreach and communications. This can include:</p> <ul style="list-style-type: none"> <li>• Demonstrated experience facilitating communication and collaboration between agencies and hosting public engagement workshops and community forums</li> <li>• Proposed strategies, including but not limited to how to best communicate complex information; and balancing public feedback and competing priorities</li> <li>• Demonstrated success through the approval of SLR adaptation plan and/or adaptation-related projects for funding</li> </ul>	<b>25%</b>
<b>TOTAL</b>	<b>100%</b>

**SECTION 4 – RFP SUBMITTAL REQUIREMENTS**

The intent of the requirements is to assist consultants in their preparation and to simplify the review process for the Town. One electronic copy of the proposal must be emailed no later than **September 9 at 5:00 PM.**

Proposals shall be clearly marked “REQUEST FOR PROPOSALS (RFP) FOR TIBURON SLR VULNERABILITY ASSESSMENT AND ADAPTATION PLAN” and submitted to:

**Grace Ledwith, Climate Action Coordinator**  
**Community Development Department**  
**Town of Tiburon**  
**gledwith@townoftiburon.org**

**Note: Late submittals or submittals delivered to the wrong location will be rejected.**

The Town requires the consultant to submit a concise proposal clearly addressing all the requirements outlined in this RFP. The proposal must be signed by Consultant’s representative authorized to execute a contract between the Town and consultant. Unsigned proposals will be rejected. The proposal must include, at a minimum, the following sections; however, the consultant is encouraged to expand on the scope as needed:

### **A. Cover Letter**

- List the name, address, and telephone number of the firm
- Signed by an authorized representative of the consultant. The Consultant shall furnish documentation that the person signing the proposal is empowered with signatory authority for the Consultant. The form could be a Corporate Resolution.
- State the proposal is firm for a 90-day period from the proposal submission deadline.
- Provide the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the Consultant selection process.
- Provide the location of the Consultant's headquarters. In addition, provide the location of any local support offices, which will provide service to the Town.
- Acknowledge that the Consultant will provide the insurance and indemnification required per the attached Professional Service Agreement (Attachment D), or propose modifications to those provisions acceptable to the Town.

### **B. Project Team Information**

Consultant must provide the names and positions of all staff proposed including staff for proposed sub-consultants. The proposal should also designate who will be the project manager in charge of the project, and who will be the Town's contact throughout the project. It is allowable for a single individual to fulfill multiple roles by the Consultant's staff.

### **C. Project Understanding and Innovation**

Include visions or concepts for performing the services.

### **D. Work Plan / Scope of Work**

Include a work plan/scope of work meeting the minimum requirements of the Scope of Services identified in this RFP. Consultant is encouraged to modify or expand the minimum Scope of Services if they believe it is necessary to achieve the goals.

### **E. Project Schedule**

Schedule needs to be adequate and reasonable to ensure timely completion of the tasks listed in the Work Plan / Scope of Work. Emphasis should be placed on realistic review cycles.

### **F. Sub Consultant & Work by Others**

Identify all sub-consultant proposed to serve on the project, with background information for each and particular experience of key personnel, including project descriptions and resumes.

This section should describe all work not included in the proposal. Any work that is needed to complete the project that is not listed in the “Work Done by Others” will be considered part of the work provided by the Consultant and included in the proposal. Please include a list of tasks which the Consultant expects the Town staff to perform, information the Consultant expects the Town to provide, and an estimated amount of the Town staff time required for each task of the scope of work.

### **G. Relevant Experience and References**

The Consultant must state the qualifications and experience of the proposed team, emphasizing the specific qualifications and experience acquired while providing services similar to those being sought by the Town, particularly for the Project Manager and other key project staff members assigned to the project. Except under circumstances beyond the Consultant’s control, the Town will not accept substitutions of key members of the team put forth as part of the winning proposal.

For all staff members, describe their role giving not only their title but also the specific services they will perform and clearly illustrate the applicability of the individual’s background, education, and experience to his or her assigned role. Include a statement of staff availability and their experiences and backgrounds.

Provide a brief description of at least three similar projects for which the Consultant has provided services during the past five years. For all referenced projects list the:

- Client (contact person, address and phone number)
- Project description and location
- Description of services by Consultant
- Total value of services provided by Consultant
- Consultant’s project manager
- Key personnel involved
- Sub consultant employed

The Town will give preference to projects that are closely related to this Projects size and complexity.

### **H. Cost Proposal**

Cost proposal shall be submitted as a separate attachment in the same submittal email. Only one copy of the cost proposal needs to be submitted.

This section shall include a cost matrix showing the following information, detailed by tasks listed in the Scope of Work:

- Estimate of time (in hours) to perform the work
- The hourly rates for each design team member
- Total cost estimate

The cost proposal shall identify any other direct and indirect costs. The cost proposal shall also include any exceptions or assumptions made in its preparation.

**SECTION 5 – RFP SCHEDULE**

<b>Date</b>	<b>RFP Activity</b>
August 14, 2025	Release RFP
August 25, 2025 at 1:30pm	RFP Information Session Via Zoom. <a href="#">Register for the meeting here</a> or email <a href="#">Grace Ledwith</a>
August 27, 2025	Consultant Questions Due
September 3, 2025	Question Responses Posted
September 9, 2025	Proposals Due by 5pm Pacific Time
September 17, 18, and 19	Consultant Interviews
October 1, 2025	Contract Awarded by Tiburon Town Council
October 8, 2025	Expected Project Start Date

**SECTION 6 – GENERAL TERMS AND CONDITIONS**

**A. Limitation**

This RFP does not commit the Town to award a contract, to pay any cost incurred in the preparation of the Consultant’s RFP response, or to procure or contract for services or supplies. The Town is not responsible for proposals that are delinquent, lost, mismarked, and sent to an address other than that given above, or sent by mail or courier service. The Town reserves the right to accept or reject any or all RFP responses received because of this request or to cancel all or part of this RFP.

**B. Public Records**

All proposals shall become the property of the Town and will become public records and, as such, may be subject to public review.

### **C. Contract Agreement**

Once a proposed contract agreement is accepted, the Consultant will be required to sign the Agreement for Consultant Services and submit all other required certifications and documentation within ten (10) calendar days of the Notice of Selection from the Town.

The contents of the submitted proposal will be relied upon and incorporated into the awarded contract and shall become a contractual obligation. Failure of the Consultant to agree to include the proposal as part of the contractual agreement will result in cancellation of the award. The Town reserves the right to reject those parts that do not meet with the approval of the Town, or to modify the Scope of Services, as agreed by Consultant, in the final negotiated contract.

**Town of Tiburon**  
1505 Tiburon Blvd.  
Tiburon, CA 94920

**AGREEMENT WITH \_\_\_\_\_ FOR  
PROFESSIONAL SERVICES**

THIS AGREEMENT is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the TOWN OF TIBURON ("Town"), a California municipal corporation, and \_\_\_\_\_, ("Consultant"),

Recitals

WHEREAS, Town desires to obtain professional services;

WHEREAS, Consultant hereby represents to Town that Consultant is skilled and able to provide such services described in Section 1 of this Agreement; and

WHEREAS, Town desires to retain Consultant pursuant to this Agreement to provide the services described in Section 1 of this Agreement.

Agreement

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Scope of Services. Consultant shall provide civil engineering and land surveying services to the Town as directed by the Town. The Director of Public Works may authorize additional task expected to cost \$10,000 (ten thousand dollars) or less, provided that such authorization must be in writing and further provided that the Town has previously appropriated funds for said task. Further the Town Manager may authorize any additional task expected to cost \$60,000 (forty thousand dollars) or less, provided that such authorization must be in writing and further provided that the Town has previously appropriated funds for said task. The Town Council must approve any task assigned to Consultant that is expected to cost more than \$60,000.

A. The Town will authorize work under this Agreement by issuing a Task Order describing the specific work, anticipated cost, schedule for completion and other terms and conditions. The Task Order shall be effective only when signed by both parties. All Task Orders shall incorporate by reference and be subject to the terms and conditions of this Agreement.

B. The services of Consultant are to commence upon receipt of a written notice to proceed from Town, but in no event prior to receiving a fully executed Task Order from Town and obtaining and delivering the required insurance coverage, and satisfactory evidence thereof, to the Town Attorney.

C. The Town must approve in writing any changes to the Task Order. Town relies upon the professional ability of Consultant as a material inducement to entering into this Agreement. All work performed by Consultant under this Agreement shall be done in a skillful and professional manner in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

2. Compensation and Method of Payment.

A. The compensation to be paid to Consultant, including both payment for professional services and reimbursable expenses, shall be at the rate and schedules attached hereto as Exhibit A. The rates set forth in Exhibit A shall take effect as of November 20, 2014 and remain in effect unless periodic adjustments are agreed to by both parties. The total amount authorized for the Payment by Town under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to Town at the time of payment. Nothing in this Agreement shall be interpreted as creating liability on the part of the Town to pay for any services rendered for private property owners unless the Town expressly consents thereto.

B. Timing of Payment.

- (1) Consultant shall submit itemized monthly invoices for work performed. Town shall make payment, in full, within thirty (30) days after approval of the invoice by Town.
- (2) Payments due and payable to Consultant for current services must be within the current budget and within an available, unexhausted and unencumbered appropriation of the Town. In the event the Town has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year; payment for additional work is conditional upon future Town appropriation.

C. Consultant shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Consultant.

D. Consultant shall receive no premium or enhanced pay for work normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work performed during non-standard business hours, such as in the evenings or on weekends, unless specifically required by the applicable task order and authorized by Town in writing. Consultant shall not receive a premium or enhanced pay for work performed on a recognized holiday. Consultant shall not receive paid time off for days not worked, whether it be in the form of sick leave, administrative leave, or for any other form of absence.

3. Amendment to Task Order and/or Scope of Services. Town shall have the right to amend the Task Order and/or Scope of Services within the Agreement by written notification to the Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Failure of the Consultant to secure Town's prior written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, *quantum meruit*, etc. for work done without the appropriate Town authorization.

4. Duties of Town. Town shall provide all information requested by Consultant that is reasonably necessary to performing the Scope of Work. Town retains all rights of approval and discretion with respect to the projects and undertakings contemplated by this Agreement.

5. Ownership of Documents.

A. The plans, specifications, estimates, programs, reports, models, and other material prepared by or on behalf of Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, including all drafts and working documents, and including electronic and paper forms (collectively the "Documents"), shall become the exclusive property of Town and Town shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Consultant shall deliver all Documents to Town upon (1) the completion of the Services, (2) the date of termination of this Agreement for any reason, (3) request by Town in writing, or (4) payment of all monies due to Consultant.

B. The Documents may be used by Town and its officers, elected officials, employees, agents, and volunteers, and assigns, in whole or in part, or in modified form, for all purposes Town may deem advisable without further employment of or payment of any compensation to Consultant. If Town desires to modify Documents before using them, Town shall obtain written consent from Consultant for any such modification, and such consent shall not unreasonably be withheld. If Town modifies Documents without obtaining written consent from Consultant, Consultant shall not be liable to Town for any damages resulting from use of such modified Documents, provided that the Consultant was not a proximate cause of such damages.

C. Consultant shall include language that is consistent with this Section 5 in all subcontracts and agreements that Consultant negotiates with respect to the Services.

D. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its Services pursuant to this Agreement are confidential until released by Town to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or Town without the written consent of Town before any such release. This provision shall not apply to information that (1) is already in the public domain, (2) was previously known by Consultant, (3) Consultant is required to provide by law, or (4) reasonably required by Consultant to conduct its defense in a legal or similar proceeding, so long as Consultant notifies Town in writing before use of such information.

6. Employment of Other Consultants, Specialists or Experts.

A. Consultant will not employ or otherwise incur an obligation to pay other consultants, specialists or experts for services in connection with this Agreement without the prior written approval of Town.

B. Consultant represents that it has, or will secure at its own expense, all personnel required in performing the Services. All of the Services required hereunder will be performed by the Consultant or under Consultant's supervision, and all personnel engaged in the work shall be qualified to perform such services.

C. Consultant shall make every reasonable effort to maintain stability and continuity of Consultant's key personnel assigned to perform the Services. Key personnel for this contract are listed in Exhibit B.

D. Consultant shall provide Town with a minimum twenty (20) days prior written notice of any changes in Consultant's Key Personnel, provided that Consultant receives such notice, and shall not replace any Key Personnel with anyone to whom Town has a reasonable objection.

E. Consultant will not utilize subconsultants other than those listed in Exhibit B without advance written notice to Town. Consultant will not utilize a subconsultant to whom Town has a reasonable objection. Subconsultants providing professional services will provide professional liability insurance as required in Exhibit C unless Town waives this requirement, in writing.

7. Conflict of Interest.

A. Consultant understands that its professional responsibility is solely to Town. Consultant warrants that it presently has no interest, and will not acquire any direct or indirect interest, that would conflict with its performance of this Agreement. Consultant shall not knowingly, and shall take reasonable steps to ensure that it does not, employ a person having such an interest in the performance of this Agreement. If Consultant discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly disclose the relationship to Town and take such action as Town may direct to remedy the conflict.

B. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this contract or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's Services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

C. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

(1) Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of Town or of any Town official other than normal contract monitoring; and

(2) Possesses no authority with respect to any Town decision beyond the rendition of information, advice, recommendation or counsel (FPPC Reg. 18700(a)(2)).

8. Indemnity.

A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), Consultant shall defend (with legal counsel reasonably acceptable to Town), indemnify, and hold harmless the Town of Tiburon, its officers, directors, officials, agents, employees, and volunteers (collectively, "Indemnitees") from and against any and all claims, suits, expenses, liability, cause of action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of any person, including an employee of Consultant or its Subconsultants), of every kind, nature, and description, at law or equity, (including without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) (collectively "Liabilities"), that arise out of, pertain to, or relate to any negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed or retained by them, or anyone that they control. In the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the Consultant shall meet and confer with other parties regarding unpaid defense costs. The Consultant's obligations to indemnify, defend, hold harmless the Indemnitees shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee but shall apply to all other Liabilities, and in no event shall the cost to defend charged to the Consultant exceed the Consultant's proportionate percentage of fault.

B. The review, acceptance or approval of the Consultant's work or work product by any indemnified party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

C. Neither termination of this Agreement nor completion of the Services shall release Consultant from its obligations under this Section 10, as long as the event giving rise to the claim, loss, cost, damage, injury, expense or liability occurred prior to the effective date of any such termination or completion.

D. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required, Consultant shall be fully responsible for all obligations under this Section. Town's failure to monitor compliance with this requirement imposes no additional obligations on Town and will in no way act as a waiver of any rights hereunder. The obligation to indemnify and defend Town as

set forth herein is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

E. Consultant's compliance with the insurance requirements does not relieve Consultant from the obligations described in this Section 10, which shall apply whether or not such insurance policies are applicable to a claim or damages.

9. Independent Contractor.

A. Consultant (including its officers, agents and employees) is not an agent or employee of the Town and shall accrue no rights to retirement benefits or other benefits which accrue to Town's employees, and Consultant hereby expressly waives any claim it may have to any such rights. Consultant, its officers, employees and agents shall not have any power to bind or commit Town to any decision. Consultant is an independent contractor as defined in Section 3353 of the California Labor Code and is not subject to the direction and control of the Town. Without limiting the foregoing, Consultant shall maintain complete control of its operations and personnel and shall be solely liable and responsible to pay all required salaries, wages, expenses, taxes and other obligations, including, but not limited to, withholding and Social Security.

10. Compliance with Laws.

A. General. Consultant shall (and shall cause its agents and subcontractors), at its sole cost and expense, comply with all applicable federal, state and local laws, codes, ordinances and regulations now in force or which may hereafter be in force during the term of this Agreement consistent with the applicable professional standard of care. Any corrections to Consultant's reports or other Documents (as defined in Section 5) that become necessary as a result of Consultant's failure to comply with these requirements shall be made at the Consultant's expense.

B. Updates. Should Consultant become aware that the requirements referenced in subparagraph A above change after the date of a report or other Document is prepared, Consultant shall be responsible for notifying Town of such change in requirements. Consultant will bring the Documents into conformance with the newly issued requirements at the written direction of Town. Consultant's costs for providing services pursuant to this paragraph shall be submitted to Town as Additional Services.

C. Licenses and Permits. Consultant represents that it has the skills, expertise, licenses and permits necessary to perform the Services. Consultant shall perform all such Services in the manner and according to the standards observed by a competent practitioner of the same profession in which Consultant is engaged. All products of whatsoever nature which Consultant delivers to Town pursuant to this Agreement shall conform to the standards of quality normally observed by a person practicing in Consultant's profession. Permits and/or licenses shall be obtained and maintained by Consultant without additional compensation throughout the term of this Agreement. Except as otherwise allowed by Town in its sole discretion, Consultant and all subconsultants shall have acquired, at their expense, a business license from Town in accordance with Chapter 5.04 of the Tiburon Municipal Code, prior to Town's issuance of an

authorization to proceed with the Services. Such license(s) must be kept valid throughout the term of this Agreement.

D. Documents Stamped. Consultant shall have documents created as part of the Services to be performed under this Agreement stamped by registered professionals for the disciplines covered by Consultant's Documents as required by Section 6735 of the Business and Professions Code or any other applicable law or regulation. Consultant shall not be required to stamp any documents not prepared under its direct supervision. The Town will not be charged an additional fee to have such documents stamped.

E. Workers' Compensation. Without limiting the scope of subparagraph 12.A, Consultant certifies that it is aware of the provisions of the California Labor Code which require every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Consultant certifies that it will comply with such provisions before commencing performance of this Agreement.

F. Prevailing Wage. Without limiting the scope of subparagraph 12.A, Consultant and Consultant's sub-consultants shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. Copies of the applicable wage determination are on file at Town Clerk's office. This provision to comply with prevailing wage laws takes precedence over the provisions of paragraph 3.F.

G. Injury and Illness Prevention Program. Consultant certifies that it is aware of and has complied with the provisions of California Labor Code Section 6401.7, which requires every employer to adopt a written injury and illness prevention program.

H. Town Not Responsible. Town is not responsible or liable for Consultant's failure to comply with any and all of the requirements set forth in this Agreement or state or federal law.

11. Nonexclusive Agreement. Consultant understands that this is not an exclusive Agreement and that Town shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Consultant as Town desires.

12. Confidential Information. All data, documents, discussions or other information developed or received by or for Consultant in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by Town, as required by law, or as otherwise allowed by this Agreement.

13. Insurance. Consultant shall provide insurance in accordance with the requirements of Exhibit C.

14. Assignment Prohibited. Consultant shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of Town and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

15. Stop Work Order. Town may at any time, by written notice to Consultant (“Stop Work Order”), require Consultant to stop or suspend performance of the Services, in whole or in part, for such period as is deemed necessary due to unfavorable conditions or to the failure on the part of the Consultant to perform any provision of this Agreement. Consultant will be paid for satisfactory Services performed through the date of temporary suspension. Upon receipt of the Stop Work Order, Consultant shall immediately comply therewith and take all reasonable steps to minimize the incurrence of costs allocable to the Services covered by the Stop Work Order during the period of work stoppage. Within six (6) months of the delivery of the Stop Work Order, or such later time as may be agreed to by the parties, Town shall either (a) cancel the Stop Work Order; (b) cancel those the authorization for those Services covered by the Stop Work Order; or (c) terminate this Agreement as provided in Paragraph 19. Consultant shall resume work upon the cancellation of the Stop Work Order. To the extent that the Stop Work Order results in a documentable increase in the cost of performing the Services or the time required for such performance, Consultant shall receive an equitable adjustment in compensation. In the event that Consultant's Services hereunder are delayed for a period in excess of six (6) months due to causes beyond Consultant's reasonable control, Consultant's compensation shall be subject to renegotiation.

16. Termination.

A. If Consultant at any time refuses or neglects to perform its Services in a timely fashion or in accordance with the schedule, or is adjudicated a bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors without Town's consent, or fails to make prompt payment to persons furnishing labor, equipment, materials or services, or fails in any respect to properly and diligently prosecute its Services, or otherwise fails to perform fully any and all of the agreements herein contained, Consultant shall be in default.

B. If Consultant fails to cure the default within seven (7) days after written notice thereof, Town may, at its sole option, take possession of any Documents or other materials (in paper and electronic form) prepared or used by Consultant and (1) complete any such work, labor, materials or services as may be necessary to overcome the default and deduct the cost thereof from any money then due or thereafter to become due to Consultant under this Agreement; and/or (2) terminate Consultant's right to proceed with this Agreement.

C. In the event Town elects to terminate, Town shall have the right to immediate possession of all Documents and work in progress prepared by Consultant, whether located at Consultant's place of business, or at the offices of a subconsultant, and may employ any other person or persons to finish the Services and provide the materials therefor. In case of such default termination, Consultant shall not be entitled to receive any further payment under this Agreement until the Services are completely finished.

D. In addition to the foregoing right to terminate for default, Town reserves the absolute right to terminate this Agreement without cause, upon 72-hours' written notice to Consultant (“Termination for Convenience”). In the event of a Termination for Convenience, Consultant shall be entitled to payment in an amount that shall be calculated as follows: (1) payment for Services then satisfactorily completed and accepted by Town, plus (2) reimbursable expenses actually incurred by Consultant, as approved by Town. The amount of any payment

made to Consultant prior to the date of termination of this Agreement shall be deducted from the amounts described in (1) and (2) above. Consultant shall not be entitled to any claim or lien against Town for any additional compensation or damages in the event of such termination and payment. In addition, Town's right to withhold funds under Section 18.C. shall be applicable in the event of a termination for convenience.

E. If this Agreement is terminated by Town for default and it is later determined that the default termination was wrongful, such termination automatically shall be converted to and treated as a Termination for Convenience under this Section 18 and Consultant shall be entitled to receive only the amounts payable under Section 18.D.

17. Entire Agreement and Amendment. This Agreement constitutes the complete and exclusive statement of the agreement between Town and Consultant and supersedes any previous agreements, whether verbal or written, concerning the same subject matter. This Agreement may only be amended or extended from time to time by written agreement of the parties hereto.

18. Interpretation. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

19. Litigation Support. Consultant agrees to testify at Town's request if litigation is brought against Town in connection with Consultant's Services. Unless the action is brought by Consultant or is based upon Consultant's negligence, Town will compensate Consultant for the preparation and the testimony at Consultant's standard hourly rates, if requested by Town and not part of the litigation brought by Town against Consultant.

20. Litigation Costs. If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

21. Mediation. The parties will make a good faith attempt to resolve any disputes arising from this Agreement through mediation prior to initiating litigation. The parties shall mutually agree upon a mediator and shall share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and the mediator thereafter remaining shall hear the dispute.

22. Time of the Essence. Time is of the essence of this Agreement.

23. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth hereinbelow. Either party may change its address by notifying the other party of the change of address. Notice shall



origin. Consultant will take affirmative action to ensure that applicants are treated during such employment without regard to race, age, sex, creed, color, sexual orientation, marital status or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

26. Unauthorized Aliens. Consultant hereby promises and agrees to comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. § 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against Town for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse Town for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by Town.

27. Section Headings. The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

28. Town Not Obligated to Third Parties. Town shall not be obligated or liable for payment hereunder to any party other than the Consultant.

29. Remedies Not Exclusive. No remedy herein conferred upon or reserved to Town is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

30. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

31. No Waiver Of Default. No delay or omission of Town to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default of an acquiescence therein; and every power and remedy given by this Agreement to Town shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of Town.

32. Successors And Assigns. All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

33. Exhibits. This Agreement includes that following Exhibits, which are attached hereto and incorporated herein by reference:

- A. Exhibit A: Compensation – Rates and Schedules
- B. Exhibit B: Key Personnel and Other Consultants, Specialists or Experts Employed by Consultant
- C. Exhibit C: Insurance Requirements

34. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

35. News Releases/Interviews. All Consultant and subconsultant news releases, media interviews, testimony at hearings and public comment shall be prohibited unless expressly authorized by Town.

36. Venue. In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Marin, California.

37. Authority. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Consultant hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Consultant is obligated, which breach would have a material effect hereon.

38. Governing Law. The laws of the State of California shall govern the interpretation of this Agreement.

TOWN OF TIBURON  
 By: \_\_\_\_\_  
 Town Manager

CONSULTANT  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

CONSULTANT

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

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

Town Attorney

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

EXHIBIT A

Compensation

Rates and Schedules

[to be inserted]

EXHIBIT B

Key Personnel and Other Consultants, Specialists or Experts Employed by Consultant

[to be inserted]

## EXHIBIT C

Insurance Requirements to Agreement For Consultant Services  
Re: MASTER AGREEMENT WITH \_\_\_\_\_

Re: MASTER AGREEMENT.

1. Insurance. On or before beginning any of the services or work called for by any term of this agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of the agreement, and provide proof thereof that is acceptable to the Town, the insurance specified in subsections (a) through (c) below with insurers and forms of insurance satisfactory in all respects to the Town. In the event that Consultant retains any subcontractors, said subcontractors shall be subject to the same insurance requirements set forth in this Exhibit C as the Consultant and Consultant shall not allow said subcontractor to commence work on any subcontract until verifying that said subcontractor has all required insurance. In the event of any loss that is not insured due to Consultant's failure to comply with the insurance requirements set forth in this Exhibit C, Consultant shall be personally responsible for any losses, claims, damages or other liability that Town incurs as the result of such failure.

(a) Workers' Compensation. Satisfactory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant shall be provided with limits not less than one million dollars (\$1,000,000.00). In the alternative, Consultant may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer shall agree to waive all rights of subrogation against Town, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for Town.

(b) Commercial General and Automobile Liability. Consultant, at Consultant's own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this agreement in an amount not less than one million dollars per occurrence (\$1,000,000.00), combined single limit coverage for risks associated with the work contemplated by this agreement. The Town Attorney shall have discretion to lower this limit for projects that s/he finds, in her sole discretion, to have relatively low risk. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general annual aggregate limit is used, either the general annual aggregate limit shall apply separately to the work to be performed under this agreement or the general annual aggregate limit shall be at least twice the required occurrence

limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this agreement including the use of owned and non-owned automobiles.

No endorsement shall be attached limiting the coverage.

Each of the following shall be included in the insurance coverage or added as an *endorsement* to the policy:

- (i) Town, its officers, employees, agents, and volunteers are to be covered as additional insureds as respects to each of the following: Liability arising out of activities performed by or on behalf of Consultant, including, without limitation, the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded Town, its officers, employees, agents, or volunteers.
- (ii) The insurance shall cover on an occurrence or an accident basis and not on a claims made basis.
- (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the Town will be called upon to contribute to a loss under the coverage.
- (iv) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to Town and its officers, employees, agents, and volunteers.
- (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A:VII.
- (vi) Written notice of cancellation or non-renewal must be received by Town at least thirty days prior to such change, ten days notice if cancellation is due to nonpayment of premium.
- (vii) The policy must contain a cross liability or severability of interest clause.

- (c) Professional Liability. Consultant, at Consultant's own cost and expense, shall maintain professional liability insurance for licensed professionals and staff under direction of licensed professional performing work pursuant to this agreement in an amount not less than one million dollars (\$1,000,000.00) per claim and aggregate covering Consultant's errors and omissions, as follows:
- (i) Written notice of cancellation must be mailed to the Town at least thirty days prior to cancellation and shall be included in the coverage or added as an endorsement to the policy.
  - (ii) The following provisions shall apply if the professional liability coverages are written on a claims made form:
    - 1. The retroactive date of the policy must be shown and must be before the date of the agreement.
    - 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the agreement or the work.
    - 3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the work. The Town shall have the right to exercise at the Consultant's cost, any extended reporting provisions of the policy should the Consultant cancel or not renew the coverage.
    - 4. A copy of the claim reporting requirements must be submitted to the Town prior to the commencement of any work under this agreement.
      - A.