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**Request for Proposals (RFP)**  
**Town Center Area Plan Update**

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Prepared by:  
Kevin Bryant, Town Manager  
Issued: December 3, 2024

**Proposals Due by**  
**5:00 P.M. PST on January 22, 2025**

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## **Introduction and Purpose of the RFP**

The Town of Woodside ("Town") seeks a qualified and dynamic urban planning firm to conduct an update of the Town Center Area Plan ("Project"). The Town Center Area Plan was originally adopted in 1970 and it was most recently amended in 1988. The Town Center Area Plan is available at <https://woodsideca.gov/DocumentCenter/View/158/Town-Center-Area-Plan-PDF>.

## **Background on the Town Center**

The Town Center serves as the Town of Woodside's (population 5,100) local village center and includes a local grocery store, a local hardware store, several restaurants, shops, and offices. Woodside Town Hall is also located within the Town Center.

The Town Center is served by California State Highway 84, known as Woodside Road, as the main east-west thoroughfare and by Canada Road to the north and Mountain Home Road to the south. Travelling west from Interstate 280, Woodside Road curves towards an unconventional four-way intersection with Canada Road and Mountain Home Road.

## **Scope of Work**

The objective of the Town Center Area Plan update is a new long-term guiding document that provides property owners, the Town, and the community with a clear vision of the desired future of Woodside's commercial and community hub. A successful Town Center Area Plan will guide both private and public investment in improvements to the built environment, as well as governmental decisions in approving new projects. The successful Town Center Area Plan will also provide guidance on desired and supportable land uses that serve the Woodside community.

The Town seeks the expertise of an experienced urban planning firm, and therefore welcomes proposals which address all issues that are commonly found in city and town centers. Below are suggestions and issue areas that the Town anticipates will be part of the Town Center Area Plan Update but expects there will be other considerations that have not been anticipated and are therefore not addressed here. Respondents should therefore consider the discussion below as a minimum scope of work. The Town is relying on the professional expertise of the selected firm to inform and educate the Town about critical components of a successful Town Center Area Plan update.

Public Participation. To be successful, the selected firm shall include a robust public participation process. The process should obtain both broad input from the entire community as well as more granular input from key stakeholders, most notably the Town Center's property owners.

Responding firms shall provide their public participation strategy for building community consensus. The Town anticipates that the strategy would include, at a minimum, the following:

- A survey of the entire community to gauge perceived strengths, weaknesses, and opportunities in the Town Center
- Individual interviews with Town Center property owners
- Public workshops and/or community charettes

Housing. The Town's Adopted Housing Element includes a program (H2.1-k) to "update the Town Center Area Plan, and as a part of that planning process, determine areas within the Town Center that could accommodate different housing types, such as mixed-use, medium or high-density housing."

Circulation and Parking. The Town provides unique circulation and parking challenges that the Town Center Area Plan update should seek to address. The Town retains its equestrian heritage and horseback riding remains a prevalent activity in Town, including in the Town Center. The Town is also a major bicycling destination attracting many recreational cyclists to the Town, including the Town Center. The Town Center area is relatively small but lacks any interconnected pedestrian trails or sidewalks for walking from one end of the Town Center to the other. Finding parking near desired uses can be challenging. As stated in the background section, the Town Center's "main street" is Woodside Road, under the jurisdiction of the State Department of Transportation (CalTrans).

Commercial Evolution. The Town Center Area Plan Update should combine professional expertise about future trends in the services and amenities that would be in demand in the Town of Woodside with information gathered from the public participation process specific to the Town.

Economic Analysis. The Town Center Area Plan update should include an economic analysis that tests community desires for the Town Center against the economic feasibility of achieving those desires.

CEQA. The proposal for the Town Center Area Plan update should include the necessary California Environmental Quality Act (CEQA) review and preparation of appropriate CEQA documents.

## **Responding to the RFP**

To ensure that interested firms are notified of any changes or updates to the RFP that occur prior to the submission due date, please submit an email by December 19, 2024, indicating intent to submit a proposal to Town Manager Kevin Bryant at [kbryant@woodsidedca.gov](mailto:kbryant@woodsidedca.gov). The anticipated schedule for this RFP process is as follows:

December 3, 2024	RFP Issued
December 19, 2024	Email <a href="mailto:kbryant@woodsidedca.gov">kbryant@woodsidedca.gov</a> expressing intent to submit to receive updates
<b>January 22, 2025</b>	<b>Submission due by 5:00 P.M. PST</b>
February 11, 2025	Contract award recommendation to the Town Council

Questions regarding this RFP should be directed to [kbryant@woodsidedca.gov](mailto:kbryant@woodsidedca.gov). All questions and responses to those questions will be provided to firms that have submitted an email expressing intent to submit after December 19, 2024 and then on a rolling basis through the submission date.

Proposals shall be submitted electronically to [kbryant@woodsidedca.gov](mailto:kbryant@woodsidedca.gov) with the subject labeled "RFP Response Town Center Area Plan Update." It is the responsibility of the proposer to ensure that the submission is received by 5:00 P.M. on January 22, 2025. Proposals not received prior to the deadline will not be considered. For this reason, the Town encourages you to submit proposals early. The Town shall acknowledge receipt of the submission once it is received but will not review any submission prior to the submission deadline. There will be no formal opening of the proposals.

## **Format and Contents of the Submission**

The Submission should be in a single document (PDF or Microsoft Word) and include the following five sections:

### 1) Cover letter:

The cover letter should include the name, email, and telephone number of the primary contact person for the proposer, the mailing address for the firm submitting the proposal, and the address of the office from which the Project will be managed.

The cover letter should clearly describe the proposer's understanding of the services being requested by the Town. It shall include a statement indicating that the proposal terms

shall remain in effect for no less than ninety (90) days following the submittal date. The letter shall also include a statement by the person submitting the proposal that they are authorized to bind the proposer to the terms of the proposal.

## 2) Statement of Qualifications and Experience:

The Town will consider submittals from firms that demonstrate they have successfully completed comparable projects. The submission shall include a statement of qualifications that includes a discussion of past projects that illustrate the quality, type, and performance of the Project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information: contracting agency name, contractor's project manager and contact information, date of contract, date of completion, and project description.

## 3) Proposal Statement:

The Proposal Statement should outline the proposed Project schedule, the methods for accomplishing the scope of work, and the team dedicated to the Project. The Project schedule should include a rough timeline outlining key events, tasks, and deliverables. The Proposal Statement should describe the roles and organization of the proposed team for this Project, and clearly identify and describe the experience of any proposed subcontractors.

Please describe the project management approach and provide a detailed description of how the team and scope of work will be managed. Describe the roles of key individuals on the team. Provide short resumes for all key team members. Short resumes should show relevant experience and the length of employment with the firm. Key members, especially the project manager, must have significant demonstrated experience with this type of project, and should be committed to stay with the Project for the duration of the Project.

Please provide a full scope of work to be performed, and particularly highlight any proposed work that was not included in the Scope of Work included in this RFP, but which you believe is necessary to successfully accomplish this Project.

## 4) Cost Proposal

Please clearly identify all proposed costs and fees associated with the Scope of Work and any additional identified work you believe is necessary to complete the Project. This may take the form of a flat fee or hourly rates. If proposing a flat fee, please identify the scope of work to be completed for the fee, including the number of meetings the Project team will attend.

If the proposal is to charge hourly rates, please include itemized estimates of time/costs associated with each deliverable required to complete the Project.

#### 5) Acknowledgement of the Town's Agreement for Professional Services

Submissions must include a statement that the proposer has reviewed the template Professional Services Agreement (attached hereto as Attachment 1) and agrees to execute and comply with an agreement in the form of that template if the proposal is selected. This statement should also indicate that the proposer will be able to fulfill the insurance requirements included in the template Agreement. If the proposer intends to request changes to the template Agreement, those requested changes must be included in a redlined "track changes" draft of the template Agreement included with the Submission. If no changes are requested, the selected proposer shall be expected to execute the Agreement without alteration.

### **Evaluation Process**

The Town Council reserves the right to select a responsive, responsible firm based on the Council's judgment of "best value." The award may not be made solely on the basis of proposed cost. Town staff will evaluate submissions for substance and completeness. Staff may contact references and/or proposers in its discretion during the evaluation process. Ultimately, staff will make a recommendation to the Town Council on which proposer should be awarded a contract.

During its review, staff may consider any aspect of the proposal or the qualifications of the proposer that may affect the "best value" determination. These items may include, but are not necessarily limited to:

- Experience with projects of a similar scope and vision;
- Demonstrated understanding of the Project;
- Proposed Project management approach, including expertise and experience of the team assigned to the Project;
- Cost; and
- Number and nature of proposed changes to the template Professional Services Agreement terms, if any.

All firms that submit proposals will be notified of staff's recommended selection, which will be recommended to the Town Council for award of the Professional Services Agreement. Final approval

of any selected firm is subject to the action of the Council.

This RFP does not commit the Town to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The Town reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Contractor, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the Town to do so.

### **Contact Information**

Kevin Bryant, Town Manager  
2955 Woodside Road  
Woodside, CA 94062  
(650)851-6790  
[kbryant@woodsidedeca.gov](mailto:kbryant@woodsidedeca.gov)

### **Public Records and Use of Submissions**

All information included in this RFP and submissions received in response to this RFP are subject to disclosure pursuant to the California Public Records Act. All submissions become Town property and will not be returned. The Town reserves the right to retain all proposals, as well as any reports, data, or other material prepared or assembled by a proposer and submitted to the Town in response to this RFP, and to use any idea in any proposal regardless of whether that proposal is selected, or to release the proposal in response to a Public Records Act request without notice to the proposer.

### **Failure to Execute the Agreement**

If the Contractor to whom the award is made fails to enter into the Professional Services Agreement prepared by the Town within twenty (20) days after award by the Town Council, the award will be annulled, and an award may be made to the next proposer who will fulfill every stipulation as if it were the party to whom the first award was made in the Town's discretion.

**Attachment 1**  
**PROFESSIONAL SERVICES AGREEMENT**  
**FOR**  
**TOWN CENTER AREA PLAN UPDATE**

This Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the Town of Woodside hereinafter called "TOWN" and \_\_\_\_\_ hereinafter called "CONSULTANT".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That TOWN desires to engage CONSULTANT to render certain professional services in the TOWN;
- B. That CONSULTANT is qualified to provide such services to the TOWN and;
- C. That the TOWN has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.

- 1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- 2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon \_\_\_\_\_ or completion of performance of services hereunder by CONSULTANT, whichever date shall first occur.

(b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, TOWN shall compensate CONSULTANT for services rendered, and reimburse CONSULTANT for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given

both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of TOWN to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to TOWN hereunder.

3. Compensation; Expenses; Payment. TOWN shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rates during the time of the performance of said services. A copy of CONSULTANT's hourly rates for which services hereunder shall be performed are set forth in CONSULTANT's fee schedule marked Exhibit B hereof, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum (\$ ) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by TOWN.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to TOWN, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event TOWN desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by the TOWN Manager or TOWN Council in writing. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to TOWN for review and copying during regular business hours at CONSULTANT's place of business or as otherwise agreed upon by the parties.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.

7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the TOWN shall rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.
8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to TOWN, become the property of TOWN.
9. Relationship of Parties. It is understood that the relationship of CONSULTANT to the TOWN is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the TOWN.
10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that TOWN shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

CONSULTANT acknowledges the importance to TOWN of TOWN's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless TOWN, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, TOWN, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CONSULTANT, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CONSULTANT to indemnify TOWN, its Council, boards, commissions, officers, employees and agents against any

responsibility or liability in contravention of Section 2782 of the California Civil Code.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

12. Insurance. CONSULTANT shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to CONSULTANT's services to be performed hereunder covering TOWN's risks in form subject to the approval of the TOWN Attorney and/or TOWN's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT's vehicle usage in performing services hereunder)
Professional Liability	\$1,000,000 per claim and aggregate

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the TOWN as an Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

CONSULTANT agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by CONSULTANT shall agree to be bound to CONSULTANT and TOWN in the same manner and to the same extent as CONSULTANT is bound to TOWN under this Agreement and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. CONSULTANT shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of compliance to the TOWN prior to commencement of any work by the subcontractor.

Concurrently with the execution of this Agreement, to be included as Exhibit C hereto, CONSULTANT shall, on the Insurance Coverage form provided in Exhibit D or similar form, furnish TOWN with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or **reduction in per occurrence limits** before the expiration of thirty (30) days (10 days for nonpayment) after TOWN shall have received written notification of cancellation in coverage or **reduction in per occurrence limits** by first class mail;
- (b) Naming the TOWN of Foster TOWN and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, as additional insureds; and
- (c) Providing that CONSULTANT's insurance coverage shall be primary insurance with respect to TOWN and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by TOWN for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of CONSULTANT's insurance and not contributory with it. CONSULTANT and its insurer may not seek contribution from TOWN's insurance or self-insurance.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of TOWN, to the extent required by this Agreement, before the

TOWN's insurance or self-insurance may be called upon to protect TOWN as a named Insured.

All self-insured retentions (SIR) must be disclosed to TOWN for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named CONSULTANT/Named Insured or TOWN.

TOWN reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to CONSULTANT and TOWN in the same manner and to the same extent as CONSULTANT is bound to TOWN under this Agreement. Subcontractors shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor's work. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

CONSULTANT shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONSULTANT fails to obtain or maintain completed operations coverage as required by this Agreement, the TOWN at its sole discretion may purchase the coverage required and the cost will be paid by CONSULTANT.

13. WORKERS' COMPENSATION. CONSULTANT certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer 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 he will comply with such provisions before commencing the performance of the work of this agreement.
14. NON-DISCRIMINATION. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to insure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which

prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the TOWN setting forth the provisions of this non-discrimination clause.

15. Notice. All notices required by this Agreement shall be given to the TOWN and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

TOWN: Town of Woodside  
2955 Woodside Road  
Woodside, CA 94062  
Attention: Town Manager

CONSULTANT:   
(Fill in CONSULTANT Name, Address, Phone Number, and Project Manager for CONSULTANT)

16. Non-Assignment. This Agreement is not assignable either in whole or in part.
17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
18. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
19. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
20. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement, and each party shall bear its own legal costs.
21. Conflict of Interest. CONSULTANT may serve other clients, but none who are active within the TOWN of Woodside or who conduct business that

would place CONSULTANT in a "conflict of interest" as that term is defined in State law.

22. Entire Agreement. This Agreement, including Exhibits A, B and C comprise the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

TOWN OF WOODSIDE

Dated: \_\_\_\_\_

\_\_\_\_\_

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

ATTEST:

Dated: \_\_\_\_\_

\_\_\_\_\_

Jennifer Li, Town Clerk

APPROVED AS TO FORM

Dated: \_\_\_\_\_

\_\_\_\_\_

Jean Savaree, Town Attorney

CONSULTANT

Dated: \_\_\_\_\_

\_\_\_\_\_

Print Name of CONSULTANT Authorized to Sign

EXHIBIT A  
SCOPE OF WORK AND SCHEDULE  
FOR  
[ENTER PROJECT TITLE]

EXHIBIT B  
CONSULTANT'S FEE SCHEDULE

## EXHIBIT C

### INSURANCE FORMS

CONSULTANT shall provide Certificates of Insurance and original Endorsement affecting the coverages specified in Section 12 - INSURANCE of the Agreement on the attached form. No substitute form will be accepted.

#### **ATTACHED**

1. Insurance Coverage Form

**EXHIBIT D – Model Insurance Certificate**

This **INSURANCE COVERAGE FORM** modifies or documents insurance provided under the following:

Named Insured: \_\_\_\_\_ Effective Work Date(s): \_\_\_\_\_

Description of Work/Locations/Vehicles: \_\_\_\_\_

**ADDITIONAL INSURED:** Town of Woodside (TOWN)  
 2955 Woodside Road  
 Woodside, CA 94062  
 Attention: \_\_\_\_\_  
**Contract Administrator**

<b>Endorsement and Certificates of Insurance Required</b> The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply)	<b>Insurer</b>	<b>Policy No.</b>
<input type="checkbox"/> <b>General Liability:</b> (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85}		
<input type="checkbox"/> <b>Auto Liability:</b> the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers.		
<input type="checkbox"/> <b>Other:</b>		
<b>Certificates of Insurance Required (no endorsement needed) (Check all that apply)</b>	<b>Insurer</b>	<b>Policy No.</b>
<input type="checkbox"/> <b>Workers Compensation:</b> work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured.		
<input type="checkbox"/> <b>Professional Liability:</b>		

**PRIMARY/NON-CONTRIBUTORY:** This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

**SEVERABILITY OF INTEREST:** The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

**PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS:** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

**CANCELLATION NOTICE.** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

**WAIVER OF SUBROGATION:** The insurer(s) named above agree to waive all rights of subrogation against the TOWN, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the TOWN.

**Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.**

**SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

**SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)**

**ORGANIZATION:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
TELEPHONE: (      ) \_\_\_\_\_ DATE ISSUED: \_\_\_\_\_