



*"Small Town Atmosphere
Outstanding Quality of Life"*

July 28, 2017

REQUEST FOR PROPOSAL – Civil or Transportation Engineering Design Professionals

Subject: Village Theatre Parking Lot Improvements, Danville CIP B-597
APN 208-022-043 (297 Front Street)
APN 208-022-027 (223 Front Street)

The Town of Danville is soliciting proposals from qualified Civil or Transportation Engineering design professionals ("consultant") to assist the Town of Danville ("Town") with the preparation of plans, specifications and an estimate for the *Village Theatre Parking Lot Improvements Project*. **Proposals must be submitted to the Town office at 510 La Gonda Way, Danville, CA 94526 no later than Friday September 1, 2017 at 4:00 PM to be considered.** Proposals will be evaluated and results made public after completion of the negotiation process with the selected consultant. The Town reserves the right to reject any or all proposals and to waive any informalities or irregularities in any proposal or in the proposal process.

Detailed information about the project description, scope, schedule, desired proposal format, and consultant selection process are described below:

DESCRIPTION OF PROJECT

In general, the project is located at 223 and 297 Front Street and involves the razing of existing structures and landscaping, renovate abutting parking lots while increasing parking supply and improving traffic circulation. The landscaping and lighting will also be upgraded.

The project is identified as *Village Theatre Parking Lot Improvements* in the Town's Five Year Capital Improvement Program (Page CIP83, CIP No. B-597; copy enclosed for reference). The project relies on CIP General Purpose Revenue (sales tax and property tax). The total project budget, including design, construction, and project administration has not yet been determined.

SCOPE OF WORK

The consultant will provide design services necessary for the complete preparation of contract plans, technical specifications, and an engineer's estimate for the project. The work product shall be in accordance with the latest version of the Town of Danville and California Department of Transportation (Caltrans) standards. The consultant will also provide land surveying services, as needed, during design and construction. The project is exempt from CEQA so no technical studies or other analysis is necessary. The plans will require review by the San Ramon Fire Protection District (SRVFPD) in addition to the Town staff. The work product shall be in accordance with Town of Danville standards. More specific requirements are described below.

510 LA GONDA WAY, DANVILLE, CALIFORNIA 94526

Administration (925) 314-3388	Building (925) 314-3330	Engineering & Planning (925) 314-3310	Transportation (925) 314-3310	Maintenance (925) 314-3450	Police (925) 314-3410	Parks and Recreation (925) 314-3400
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Consultant shall:

1. Research existing as-built and record drawings, supplemented with field measuring and land surveying, as necessary, to determine existing topography and site conditions.
2. Prepare civil, landscaping, and irrigation plans that illustrate the project goals, limits, and materials, including appropriate plan views, cross-sections, notes, and details to guide a low-bid contractor during construction. No geotechnical report is necessary. Conservative assumptions shall be made with respect to the design of the structural pavement section and curbs.
3. Coordinate design with the affected utility companies. Prepare permit applications, if necessary. The Town of Danville will pay all permit fees.
4. Complete Pre-Demolition Asbestos, Lead and PCB Survey and Report.
5. Complete Phase I Cultural Resources Investigation and Report. Investigations shall include exploratory excavations and inspection of the soils by a qualified Archeologist. For the purposes of budgeting, consultant shall assume 6 exploratory excavation locations.
6. Complete Phase I Environmental Site Assessment and Report.
7. To the greatest extent feasible, the design shall conform to Contra Costa Clean Water Program's *Stormwater C.3 Guidebook* available for download at the following web page: <http://www.cccleanwater.org/construction/nd.php>.
8. Attend and present information, as required, at meetings with stakeholder groups, as described above. The Town will transmit plans to SRVFPD for their review. Consultant shall assume two (2) 1-hour meetings for budgeting purposes.
9. Communicate regularly with the Town's Project Manager using telephone, fax, e-mail, written correspondence and face-to-face meetings as required throughout the term of the contract.
10. Communicate with and coordinate the project infrastructure with effected utility companies (EBMUD, CCCSD, PG&E, AT&T, and others). Prepare permit applications, as needed.
11. Prepare and regularly update a progress schedule for the design phase of the project. The schedule shall show 30%, 50%, and 95% submittal of progress prints for Town review and comment. If needed, the 30% plan shall be used to present the design concept at the meetings described in Item 8 above.
12. Submit plans and construction documents at the preliminary engineering 30%, 50%, 95% and final for Town staff review. Plans and specifications shall utilize Town of Danville standard title block and Caltrans standard front end specifications.
13. Prepare final contract plans and technical specifications consistent with Town standards. Final plans shall be drawn in ink on Mylar sheets 24" x 36" in size, to an appropriate horizontal scale. The final plans and specifications, in hard copy and electronic format, shall be delivered to, and become the property of, the Town of Danville. Electronic format of

project files shall be AutoCAD 2014, Microsoft Word, Excel, Project, or any format agreeable with the Town.

14. The design must be completed no later than May 15, 2018 to allow the project to be constructed during the 2018 spring/summer season.
15. Prepare an accurate and reliable engineer's estimate to be used for budgeting and to supplement the bid documents.
16. Interpret plans and specifications as required during the bidding process.
17. Assist in preparing addenda that may be issued to bidders.
18. Provide reasonable reproduction of plans and specifications for use by Town staff when reviewing the draft documents.
19. Attend and participate in a pre-construction conference with the responsive low-bid contractor.
20. Assist the Town Engineer, contractor, construction manager, contract administrator and inspector with interpretation of plans and specifications, requests for information, analysis of changed conditions, development of corrective action and review of submittals.
21. Provide survey staking and cut sheets during construction.
22. Upon completion of construction, the Consultant shall compile all construction information and prepare "as-built" drawings to the satisfaction of the Town, as needed.

MATERIALS AND SERVICES TO BE PROVIDED BY THE TOWN

The Town will provide:

1. Basic criteria for project design including a preliminary concept sketch, record drawings (as available), and preprinted portions of the specifications for coordination with the technical specifications.
2. Copies of record drawings not already provided, if available from the Town's archives.
3. Printing and distribution of final bid documents, unless requested as an additional service.
4. Access to and provisions for the consultant to enter and access the site as needed. The Town will barricade off areas of the site to allow for topographic surveying, if requested.
5. All other required services that cannot by law be performed by the consultant.
6. Contract administration and inspection during construction.

COMPENSATION

The Consultant shall advise the Town in writing of the scope of work to be provided for each assignment and the cost of and estimated time to perform services. The Consultant shall not proceed to perform any such services until the Town and Consultant have established a project cost, a completion schedule, and a period for performance and the Town has given its written authorization to perform.

The cost shall be formatted in a not to exceed cost estimate (number of person hours multiplied by the current billing rates of the Consultant) for each scope of work item to be performed, and shall be submitted in a sealed envelope with your technical proposal.

PROPOSAL FORMAT

The proposal shall, at a minimum, include the following information:

1. Work plan narrative describing the work plans to complete the scope of work, including the phases for interim reviews by the Town of Danville.
2. Organizational chart for design team, including all subconsultants.
3. Schedule to perform the work on a task-by-task basis. Assume two weeks minimum for Town review of each submittal, although the Town can accelerate the review time if necessary to assure design completion by May 15th, 2018.
4. Staffing plan, including a breakdown of tasks to be performed, man-hour requirements for each position working on each task, and the names of sub-consultants to be used on the project.
5. Staff résumés that illustrate consultant's qualifications for the project. Include a description of the staff's experience with similar projects. Please provide specific project site names and locations, and include reference contact information to the extent possible.
6. Names of consultant's project manager and the individual authorized to negotiate the contract on behalf of the consulting firm.
7. A specific written response addressing the Town's indemnification and insurance requirements and your firm's commitment, if selected to comply with these requirements.

Proposals shall consist of one (1) original and one (1) 8½" x 11" bound copy.

METHOD AND CRITERIA FOR SELECTION

The following selection method and criteria will be used to select a consultant:

1. The Project Manager will review the proposals with the City Engineer considering factors such as consultant experience with similar projects, quality of work product, and ability to perform. The Project Manager and City Engineer will jointly review and rate the submittals based on criteria developed by the Town. The City Engineer may require oral or written

clarification or modification of the proposal to provide information required for the selection.
Note that cost is not used as a rating factor.

2. Proposals will be rated in descending order of preference. When the selection process has been completed, applicants will be advised of the number one selection. No other information will be released.
3. Negotiations with the first choice conducted by the City Engineer regarding extent of services to be rendered and amount and method of compensation. If an agreement cannot be reached, negotiations with the number one selection will be terminated, and then opened with each succeeding lower-rated firm until agreement is reached. Once passed over, a firm will not be reconsidered for the project.

All firms are hereby notified that the selection of the Consultant for this contract and any agreements for services resulting from the Request for Proposals is dependent on the approval by the Town Council. The Town reserves the right to reject any and all proposals received. The Town is under no obligation to award a contract if no suitable consultant can be found or if the expected funding changes.

CONSULTANT SELECTION AND TENTATIVE PROJECT SCHEDULE

4:00PM – September 1, 2017

Week of September 4th, 2017

September 14th, 2017

September 19th, 2017, 7:30 p.m.

April 15th, 2016

June 2017

Proposals Due from consultants

Town to review and rate proposals and begin negotiation with top rated consultant

Council Staff Report Due -- Contract must be finalized

Contract award considered by Town Council

Target Date for Design Completion

Construction to commence

SUBMITTAL OF PROPOSAL

Please submit one (1) original and one (1) copy of your proposal **no later than 4:00p.m., Friday, September 1, 2017,** to:

Steven Jones, P.E.
Senior Civil Engineer
Town of Danville
510 La Gonda Way
Danville, CA 94526

Late submittals will not be accepted.

QUESTIONS

Please submit any questions regarding this RFP, insurance requirements, and professional services contract agreement in writing to sjones@danville.ca.gov no later than 12:00 p.m., Wednesday, August 23rd, 2017. Answers to all questions will be posted on the Town's website on Friday, August 25th, 2017. Please note that questions will only be accepted via e-mail and responses will be compiled and posted on the Town's website. It is your responsibility to obtain the answers from the

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Town's website and the Town shall not be responsible for transmitting the answers to any holders of the RFP. Town's website:

<http://www.danville.ca.gov/Government/RFPs-and-Bids>

Thank you for your interest in the Town of Danville's Capital Improvement Program.

Encl. Attachment A – Sample Design Professional Services Agreement
 Attachment B – Preliminary Surface Parking Lot Plan
 Attachment C – CIP B-597 Village Theatre Parking Lot Improvements

Cc: Steve Lake, Development Services Director/City Engineer

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ATTACHMENT A

SAMPLE DESIGN PROFESSIONAL **SERVICES AGREEMENT**

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the __ day of _____, 2017, by and between the Town of Danville, therein called the "Town", and _____ herein called the "Consultant".

RECITALS

WHEREAS, Town is planning to _____; and

WHEREAS, Town solicited proposals for _____; and

WHEREAS, Town has reviewed the proposals and determined that Consultant possesses the skill, experience and certifications required to provide the services required by the Town; and

WHEREAS, Town desires to retain Consultant to provide professional services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions identified herein, the parties mutually agree as follow:

1. **Scope of Services:** Subject to such policy direction and approvals as the Town through its staff may determine from time to time, Consultant shall perform the services set out in the proposal attached hereto as Exhibit A and incorporated herein by reference. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant’s proposal unless the Town, prior to Consultant performing the additional services, approves such additional services in writing.

2. **Time for Performance:** The services of Consultant are to commence upon the execution of this Agreement and shall continue until all authorized work is approved by Town. Specific times for performance, if any, are specified in Exhibit A, attached hereto and incorporated herein. Time is of the essence in the performance of the services under this Agreement. The failure of Consultant to adhere to the schedule, unless mutually agreed upon, may result in termination of the Agreement by Town. Notwithstanding the above, Consultant shall not be responsible for delay caused by reason of strikes, lockouts, accidents, acts of God or delay caused by the Town.

3. **Compensation and Method of Payment:**
 - A. **Compensation:** The compensation to be paid to Consultant shall be at the rate and schedule of payment as set forth in Exhibit A, which is attached hereto and incorporated herein. However, in no event shall Consultant's compensation exceed _____ (\$_____). Payment by Town under this Agreement shall not be deemed a waiver of defects, even if such defects were

known to the Town at the time of payment.

B. Method of Payment:

1. Monthly Statements: As a condition precedent to any payment to Consultant under this Agreement, Consultant shall submit monthly to the Town a statement of account which clearly sets forth the designated items of work for which the billing is submitted. Each statement of account shall also include a detailed record of the month's actual revenue reimbursable expenditures.
2. Timing of Payment: Town shall review Consultant's monthly statement and pay Consultant for services rendered hereunder at the rates if acceptable and in the amounts provided hereunder on a monthly basis in accordance with the approved monthly statements.

4. **Liability of Members and Employees of Town:** No member of the Town and no other officer, employee or agency of the Town shall be personally liable to Consultant or otherwise in the event of any default or breach of the Town, or for any amount which may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.
5. **Hold Harmless:** To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the Town, its officers, employees and agents (collectively the "Indemnified Parties") from and against all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of Consultant or its employees in the performance of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any claim arising from the sole or active negligence or willful misconduct of the Indemnified Parties.

6. **Relationship between the Parties:** Consultant is, and at all times shall remain, an independent contractor, not an agent or employee of the Town. Consultant shall be solely responsible for all acts of its employees, agents or subconsultants, including any negligent acts or omissions. Consultant shall have no authority to act on behalf of the Town or to bind the Town to any obligation whatsoever, unless the Town provides prior written authorization to Consultant. As an independent contractor, Consultant shall not be entitled to any benefit, right or compensation from the Town other than those provided for in this Agreement.

7. **Ownership of Work:** All documents furnished to Consultant by Town and all reports and supportive data prepared by Consultant by this Agreement are Town's property and shall be given to Town at the completion of Consultant services. Town acknowledges that documents and supportive data prepared by Consultant have been prepared exclusively for and are fit exclusively for the purposes contemplated under this Agreement. If the Town reuses such documents prepared by Consultant for purposes other than those contemplated under this agreement without the written consent of Consultant, the Town will hold harmless, indemnify and defend the Consultant, its agents, subconsultants and employees from any and all claims arising out of such reuse.
8. **Responsibility for Errors:** Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the Town or the Town's representative, regarding any services rendered under this Agreement at no additional cost to the Town. In the event that an error or omission attributable to Consultant occurs, the Consultant shall, at no cost to the Town, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of the Town and participate in any meeting required with regard to the correction.
9. **Compliance with Laws:** Consultant shall use due professional care to comply with all applicable federal, state and local laws, codes, ordinances and regulations. Consultant represents to Town that it has, and will maintain through the term of the Agreement, all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Danville Business License.
10. **Insurance:**
 - A. **Minimum Scope of Insurance:** Prior to commencing work and during the entire term of the Agreement, Consultant shall procure and maintain the following insurance policies in these minimum amounts:
 1. Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001), two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement, or the general aggregate limit shall be at least twice the required occurrence limit.
 2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1, two million dollars (\$2,000,000) per accident for bodily

injury and property damage.

3. Workers' Compensation as required by the State of California, and Employers' Liability Insurance, one million dollars (\$1,000,000) per accident for bodily injury or disease.
 4. Errors and Omissions Liability: One million dollars (\$1,000,000) per claim.
- B. Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific language:
1. The Town of Danville, its elected and appointed officers, employees and agents are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant.
 2. For any claims related to this Agreement, Consultant's insurance coverage shall be considered primary insurance as respects the Town, its elected and appointed officers, employees and agents. Any insurance or self-insurance maintained by the Town, its elected and appointed officers, employees and agents shall be excess of the Consultant's insurance and shall not contribute with it.
 3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company.
 4. The insurer waives all rights of subrogation against Town, its elected and appointed officers, employees and agents.
 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its elected and appointed officers, employees and agents.
 6. Each insurance policy required by this Agreement shall provide that coverage shall not be canceled, except after 30 days prior written notice has been given to the Town.
- C. Verification of Coverage: Consultant shall provide to the Town all certificates of insurance with original endorsements affecting coverage required by this paragraph. Certificates of such insurance shall be filed with the Town on or before commencement of performance of this Agreement. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

- D. Acceptability of Insurers: All insurance companies providing coverage to Consultant for purposes of this Agreement shall be authorized by the Insurance Commissioner of the State of California to transact business within the State of California and shall have an A.M. Best's rating of no less than "A:VII".
- E. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retention's must be declared to and approved by the Town. At the Town's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
11. **Assignment and Subcontracting:** The parties recognize that a substantial inducement to Town for entering into this Agreement is the professional reputation, experience and competence of Consultant. Therefore, Consultant may not assign any right or obligation pursuant to this Agreement without the prior written permission of Town. Furthermore, except as provided for in Exhibit A, Consultant shall not subcontract any portion of the work to be performed under this Agreement without the prior written consent of Town. Any assignment of any right or obligation or subcontracting of any work without Town consent shall be void and of no effect.
12. **Prevailing Wages:** Prior to commencing work, Consultant shall confer with Town to determine whether the work to be performed is subject to the payment of prevailing wages as determined by the Department of Industrial Relations. If the work is determined subject to prevailing wages, Consultant shall be responsible for compliance with the applicable wage orders and shall provide the Town with certified payrolls for all work performed.
13. **Nondiscrimination:** Consultant shall not discriminate against any person related to the performance under this Agreement (including any employee or applicant) on the basis of race, color, religious creed, national origin, gender, physical or mental disability, marital status, or sexual orientation.
14. **Termination of Agreement:** The Town may terminate this Agreement without cause upon giving seven days written notice to Consultant. In the event of such a termination, Consultant shall be entitled to any compensation owed for services rendered up to the effective date of termination.
15. **Amendment:** This Agreement constitutes the complete and exclusive statement of the Agreement to Town and Consultant. It may be amended or extended from time-to-time by written agreement of the parties hereto.
16. **Litigation Costs:** In the event either party commences legal action to enforce this Agreement, the prevailing party shall be entitled to reasonable costs and expenses, including attorneys' fees.

17. **Written Notification:** Any notice, demand, request, consent, approval, or communications 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 herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Town: Town of Danville
 Engineering Department
 510 La Gonda Way
 Danville, CA 94526

If to Consultant: **[name and address of consultant]**

18. **Waiver:** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision of the Agreement.

19. **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.

20. **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 Contra Costa, Martinez, California.

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

TOWN OF DANVILLE

CONSULTANT

By: _____
 Joseph A. Calabrigo
 Town Manager

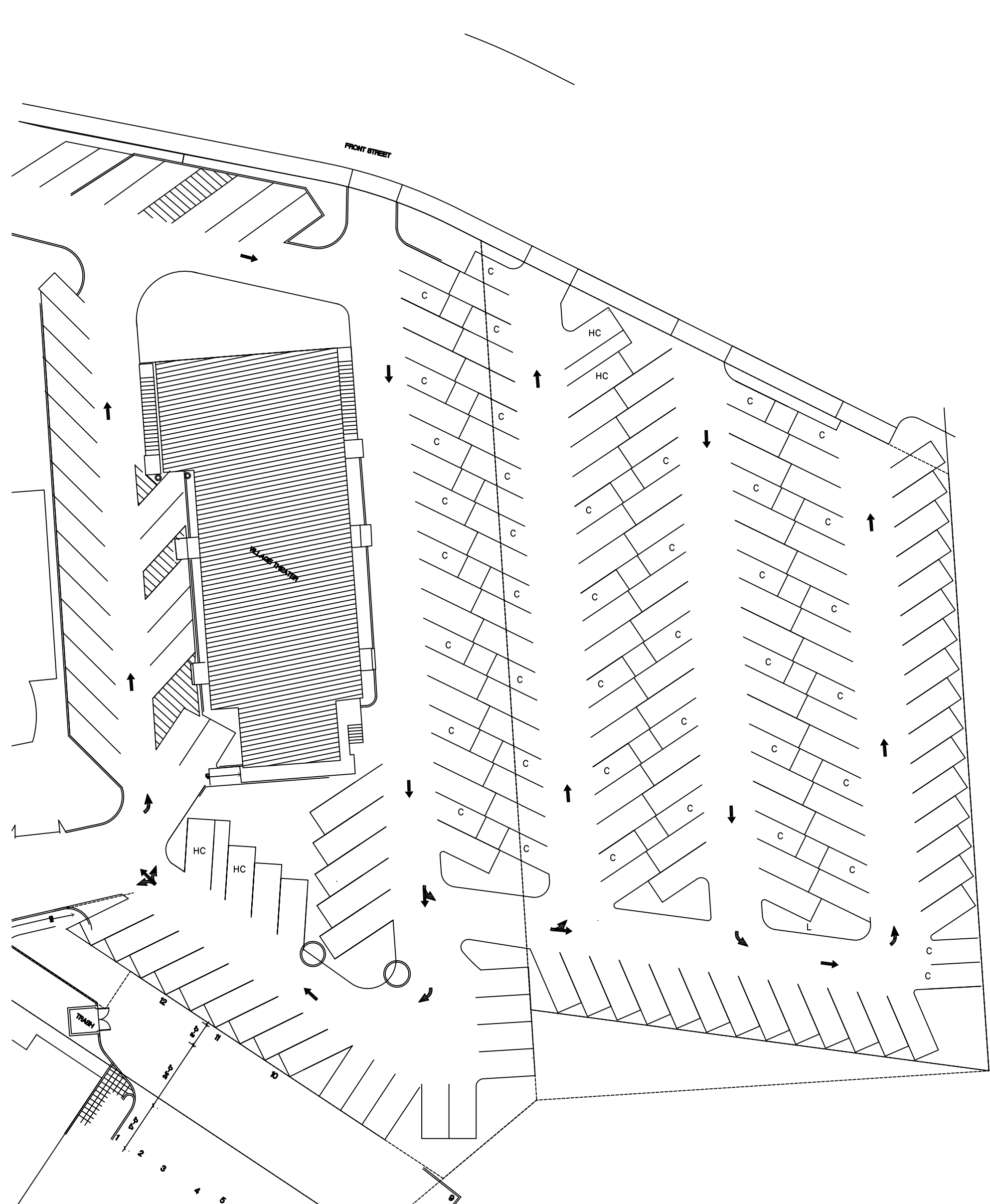
By: _____
Title: _____

APPROVED AS TO FORM

By: _____
 Robert B. Ewing - City Attorney

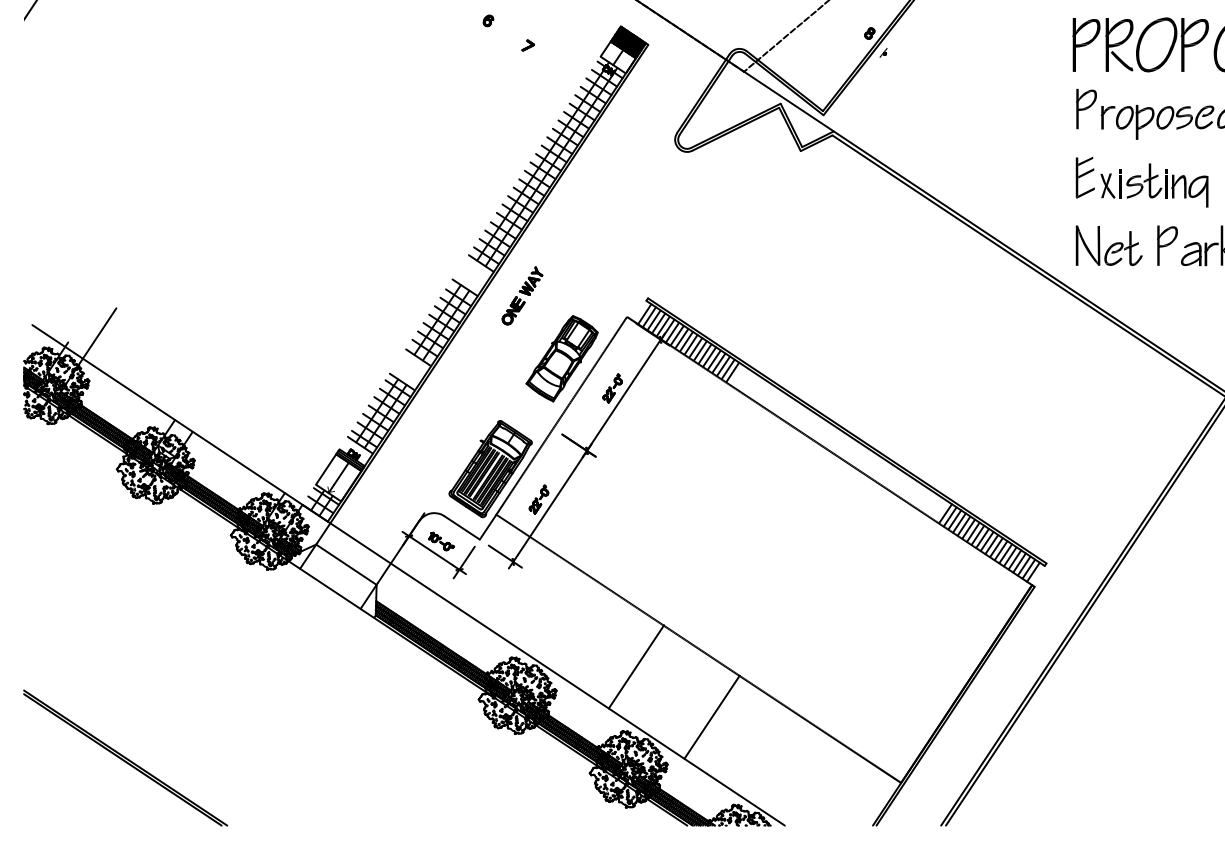
ATTACHMENT B

PRELIMINARY SURFACE **PARKING LOT PLAN**



PROPOSED PARKING LAYOUT

Proposed Parking	200 Spaces
Existing Parking	69 Spaces
Net Parking	131 Spaces



ATTACHMENT C

DANVILLE CIP B-597 **VILLAGE THEATRE PARKING** **LOT IMPROVEMENTS**



VILLAGE THEATRE PARKING LOT IMPROVEMENTS

CIP No: B-597 | STATUS: Adopted

GREEN PROJECT: Yes | PRIORITY: 1

PROJECT MANAGER: SJ



This project has been modified from the previous year.

PROJECT DESCRIPTION AND LOCATION:

Land acquisition, design and construction of additional at-grade parking adjacent to, and east of the existing Village Theatre Municipal Lot. This project is expected to increase the number of parking spaces in the Village Theatre Municipal Lot by 131 spaces, from 69 existing to approximately 200 total spaces. The project will also include landscaping, C.3 bio retention facilities (including offsite), lighting and potential pedestrian connections to Hartz Avenue.

Add 12 new parking spaces to the Village Theatre Parking lot by improving the efficiency of the parking layout at the southern end of the property.

One large tree located in the south east drive aisle will be removed.

DESCRIPTION OF MODIFICATIONS:

Added adjacent property and improvements.

PROJECT COST ESTIMATE

PRINTED ON: 04/26/2017

Expenditure Category	Prior Years	2017/18	2018/19	2019/20	2020/21	2021/22	Total
Environmental Review	\$0	\$300,000	\$0	\$0	\$0	\$0	\$300,000
Land and ROW	\$5,850,000	\$0	\$0	\$0	\$0	\$0	\$5,850,000
Design/Plan Review	\$20,000	\$250,000	\$0	\$0	\$0	\$0	\$270,000
Testing	\$0	\$25,000	\$0	\$0	\$0	\$0	\$25,000
Construction	\$175,000	\$2,500,000	\$0	\$0	\$0	\$0	\$2,675,000
Inspection & Admin.	\$3,700	\$75,000	\$0	\$0	\$0	\$0	\$78,700
Utilities	\$0	\$10,000	\$0	\$0	\$0	\$0	\$10,000
Total Cost Estimate:	\$6,048,700	\$3,160,000	\$0	\$0	\$0	\$0	\$9,208,700
Total Expenditure:	\$102,700	Unexpended: \$5,946,000 on 4-25-2017					

PROJECT APPROPRIATION AND FUNDING

Funding Source(s)	Prior Years	2017/18	2018/19	2019/20	2020/21	2021/22	Total
CIP Gen Purpose Rev	\$6,048,700	\$3,160,000	\$0	\$0	\$0	\$0	\$9,208,700
Total Funding:	\$6,048,700	\$3,160,000	\$0	\$0	\$0	\$0	\$9,208,700

RATIONALE FOR PROPOSED PROJECT:

EXPECTED IMPACT ON OPERATING BUDGET:

Additional worker hours required to maintain per year: 0

Additional Town direct operating costs per year: \$0