

**RFP 2017-0037 Transit Shelter Advertising and associated Street Furniture  
Questions and Answers – Additional Follow up items**

31. The Successful Proponent must install and/or remove shelters in the Central Business District and along the BRT corridor as required by local plans.

**Q. Are these local plans available now? Can you provide specifics for this project?**

**Answer: Planning processes are under development.**

34. Shelters that must be relocated after installation due to street or sidewalk construction/repairs or for other documented public safety reasons must be relocated by the Contractor upon written request of the City. Actual expenditures for relocation costs due to street or sidewalk construction/repairs or other public safety reasons should be documented and submitted to the City. The City (subject to applicable legislative authorization), or contractors, or permittees conducting work will pay appropriate relocation costs to the Contractor directly or the City may authorize a deduction from the applicable Guaranteed Minimum revenue proceeds period.

**Q. Will the two above mentioned projects expenses be included for compensation for any relocations, builds or dismantle costs?**

**Answer: Proponents are responsible for all costs associated with initial installation and maintenance of the new shelter program. If requests to move shelters or remove/store/ and reinstall as the result of work in the ROW occur, proponents will be compensated for via approved deductions in their minimum guaranteed revenue**

36. **(Page 14 & 15) Site Restoration**

After the installation or removal of any shelter, the sidewalk immediately under or adjacent thereto shall be restored to its proper condition by the Contractor at its sole expense. All sidewalks be restored or replaced with materials of the same type, quality, color and texture. Materials shall be patched at a joint line.

**Q. Is this specific to the area immediately under the shelter or does this include the surrounding area as well? If shelters are removed for public safety reasons, construction projects, repairs, or improvements, will expenditures for relocation and restorations be included for compensation from the City, contractor or permittee conducting the work?**

**Answer: Sidewalk restoration is required of any area disturbed by construction or non compliant with city standards. Cost of restoration associated with delivery of the shelter program shall be responsibility of proponents. Cost of restoration work associated with permitted work shall be responsibility of permittee. The City will restore City work or permit deduction from Guaranteed Minimum.**

42. Repeated failure to perform such maintenance to the satisfaction of the City may be deemed a default in performance by the Contractor and will be grounds for cancellation of all or any portion of the Agreement.

**Q. Will there be a set number of “failure to perform such maintenance to the satisfaction of the City” before the City cancels the Agreement?**

**Answer: That number will be articulated in the Agreement.**

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43. Liquidated Damages: Performance Standards

**Q. Will there be a designated point person for the performance standards?**

**Answer: The City would identify a single point of contact in the agreement.**

44. Painting - \$400 per shelter missed; \$100 additional per 30 days until complete

**Q. Can you justify this amount?**

**Answer: The amount is consistent with industry standards in comparable cities. The City would be open to negotiating an alternative penalty schedule that still provides for delivery of services.**

45. Snow and Ice Removal - \$300 per shelter per event; \$50 additional for each hour past deadline

**Q. Can you justify this amount? This seems extreme.**

**Answer: The amount is consistent with industry standards in comparable cities. The City would be open to negotiating an alternative penalty schedule that still provides for delivery of services.**

**Q. Will there be any warnings or notifications prior to liquidating damages?**

**Answer: The City would articulate that in the Agreement.**

56. Will the City provide any assistance in securing permits for new locations? 7-Could you provide a copy of the advertising guidelines?

**Answer: The City will identify a point of contact to assist in the permit delivery process during an initial period of the contract.**

#### **Pre Proposal Meeting Follow up items 9/29/17**

-What is expected of a surveyor or engineer?

**Answer: See question 27**

-When were the shelters installed?

**Answer: City is able to provide an inventory of current shelter locations.**

-What does the City prefer for Street furnishings?

**Answer: The proponent should provide furnishings that provide comfort to elderly or special needs but not necessarily a place/home for vagrants. The proponent can propose alternate seating inside and outside of the shelter. Locations for any street furnishing and additional street furnishings or shelters/kiosks will be reviewed and approved if they are proposed elsewhere in the City and not in the current location.**

-Does the City want the same style currently?

**Answer: The City is open to new design within certain style classes depending on the need for that space. The new design does not need to be exact same style but with the design/style class.**

-Addressing Stakeholder/Public Engagement (Section 6.2)

**The City will assist in public engagement and will facilitate work with Complete Streets Advisory Group. Consultation process will occur regardless to design approach.**

-Has the City identified areas for kiosks?

**Answer: The City is open to new areas for Kiosks with substantial pedestrian activity. Way finding is of particular interest in Downtown and Oakland.**

-Will the new contractor be expected to refurbish the shelters?

**Answer: Yes, please provide those costs for reconditioning for shelters depending on expected condition of shelter.**