

CITY OF SEBASTOPOL



REQUEST FOR PROPOSALS FOR

**Sebastopol Main Street Planning and Redesign Project
(funded by a Caltrans Sustainable Transportation Grant)**

ISSUED: November 28, 2023

PROPOSALS DUE: January 8, 2023, 5:00 PM

Proposals must be sent to:

**Attention: Kari Svanstrom
City of Sebastopol
7120 Bodega Avenue
Sebastopol CA 95472**

**Questions regarding this RFP, please contact:
Kari Svanstrom, Planning Director
Phone: 707-823-6167
ksvanstrom@cityofsebastopol.gov**

REQUEST FOR PROPOSALS FOR THE CITY OF SEBASTOPOL

The City of Sebastopol is soliciting proposals for the Sebastopol Main Street Planning and Redesign Project (Project).

The purpose of this Request for Proposal (RFP) is to define the City's minimum requirements, solicit proposals, and gain adequate information by which the City may evaluate the services offered by Proposers.

The City of Sebastopol, hereinafter referred to as the "City", is seeking proposals with the intention of securing a contract with a Professional Consultant to include engineering Consultant (Consultant) who will provide planning and traffic engineering services as well as perform all work required for the Project.

BACKGROUND

The City of Sebastopol is a small semi-urban community located in California, on the western edge of the Santa Rosa plain. It is 50 miles north of San Francisco and 8 miles west of Santa Rosa. The City, incorporated in 1902, currently has a population of approximately 7,800 people and serves a trade area population in excess of 50,000 people.

Sebastopol has a Council-Manager form of government, with five Council members elected at-large. The City has its own Police, Fire, Public Works, Planning, Building, Engineering Departments.

This Project is made possible through a Sustainable Transportation Planning grant administered by Caltrans.

INTRODUCTION

Located in western Sonoma County, Sebastopol is one of the few incorporated cities in California where two State Highways intersect and serve as the Downtown's two primary routes of travel. Historically the movement of through regional traffic has been prioritized over local mobility needs, as SR 116 and SR 12 carry an estimated 27,500 and 22,500 vehicles per day, respectively. This high volume of regional traffic has negatively impacted the vitality of local businesses and the safety of pedestrians and bicyclists traversing the Downtown area. In 2019, the Office of Traffic Safety crash rankings rated Sebastopol as the worst among 74 similar-sized communities in California in terms of crashes involving pedestrians age 65 and older, second-worst for pedestrians overall, and seventh worst for bicyclists (see attached). Looking at detailed collision records in the Transportation Injury Mapping System (TIMS), there were 29 injury crashes involving pedestrians or bicyclists from 2012 through 2021 in the project area, 37% of the citywide total.

Downtown Sebastopol is a compact mixed-use area with the City's largest concentration of job opportunities, a wide range of goods and services, and local and regional bus routes. Given Sebastopol's small size and short trip distances, there is tremendous potential for people to shift transportation modes if conditions can be improved to create safer, more comfortable places to walk or bike. However, because of Sebastopol's location as a gateway to west Sonoma County, local circulation projects can have broader impacts. As a result, the

City will partner with Caltrans, the County of Sonoma, Sonoma County Transportation Authority (SCTA), and City of Santa Rosa to explore potential improvements to the roadway network outside the City limits that complement recommended projects Downtown.

Many of the City's disadvantaged residents live in close proximity to Downtown, as Block Group 2 in Census Tract 1534.03 has a median income below 80% of the statewide median. This area is adjacent to the project area and includes two mobile home parks as well as several designated affordable housing complexes; the City's largest concentration of affordable housing is located one-half mile west of Downtown on Bodega Avenue, with 198 units. Given lower income households' lower levels of vehicle ownership, they would especially benefit from improved non-vehicle transportation options with improved access to goods, services, and employment opportunities. These residents will be sought out for inclusion in the project's outreach process, through direct engagement and partnering with community-based organizations that work with this population.

Overall Project Objectives

- Enhance multimodal safety, accessibility, and comfort to help make Downtown Sebastopol a more desirable place to walk, bike, or use transit.
- Encourage mode shift to reduce vehicle travel and increase the use of alternative transportation modes to support the City's greenhouse gas reduction goals.
- Reduce the negative impacts of regional through traffic on Downtown Sebastopol, including truck traffic.
- Engage with the Downtown business community to identify mobility and design enhancements that would help to revitalize the area and create a more inviting place to do business.
- Develop consensus with Caltrans, County of Sonoma, and City of Santa Rosa regarding recommended improvements to enhance regional circulation on selected roadways in the vicinity of Sebastopol and supports the preferred alternative for Downtown.
- Engage disadvantaged residents in the planning process to identify and address their mobility priorities.
- Identify a preferred alternative to improve active transportation while maintaining adequate vehicle circulation to, within, and through Downtown.
- Develop urban design and streetscape concepts to enhance the sense of place in Downtown and contribute to establishing the Downtown area as more of a destination.
- Develop a set of concept-level design plans for Downtown multimodal mobility enhancements that can be used to pursue grant funding to complete design and construction

Project Stakeholders

The City of Sebastopol will procure a consultant to assist with this effort. Agency stakeholders will include Caltrans, County of Sonoma, Sonoma County Transportation Authority (SCTA), and the City of Santa Rosa (all anticipated to be part of a Technical Advisory Committee along with City staff). Stakeholders will include: Caltrans, local businesses, residents, community-based organizations, Sonoma County Transit, Sonoma County Bicycle Coalition.

Focused outreach will also be undertaken with disadvantaged residents living in the vicinity of the project and local organizations that provide services to these residents in addition to outreach to the above stakeholders.

1.0 PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in the order listed:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

City of Sebastopol
Kari Svanstrom, Planning Director
City of Sebastopol
7120 Bodega Avenue
Sebastopol, CA 95472
ksvanstrom@cityofsebastopol.org

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter. The letter shall be signed in blue ink by the individual authorized to bind the Consultant to the proposal, and shall contain a statement that the proposal is valid for ninety (90) days.

2. Executive Summary

3. Consultant Information, Qualifications & Experience

The City Sebastopol will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past 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:

- 3.1 Contracting agency
- 3.2 Contracting agency Project Manager
- 3.3 Contracting agency contact information
- 3.4 Contract amount
- 3.5 Date of contract
- 3.6 Date of completion
- 3.7 Consultant Project Manager and contact information
- 3.8 Project Objective
- 3.9 Project Description
- 3.10 Project Outcome

4. Organization and Approach

- 4.1 Describe the roles and organization of your proposed team for this project. Indicate

the composition of subcontractors and number of project staff, facilities available and experience of your team as it relates to this project.

4.2 Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed.

4.3 Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Work, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project.

5. Scope of Work

5.1 Include a detailed Scope of Work Statement describing all services to be provided.

5.2 Describe project deliverables for each phase of your work.

5.3 Describe your cost control and budgeting methodology for this project.

The Scope of Work, as may be modified through negotiation and/or by written addendum, will be made a part of the Agreement. Please provide brief itemized answers that correspond to each numbered section that clearly detail how you intend to provide the requested services.

A detailed scope of work required by the Caltrans Grant can be found in Attachment A of this RFP.

PLEASE NOTE, however, the scope of work listed is the scope of work in the City's agreement with CalTrans. If consultants feel that modifications are needed for a successful project, this should be included in the consultant's project approach and proposal.

6. Schedule of Work

Provide a detailed schedule for all phases of the project and the proposing Consultant's services including time for reviews and approvals. The City would like to begin this project immediately upon award.+

7. Cost Proposal / Estimated Fee

The proposal should contain all pricing information relative to performing the Work as described in this request for proposal. The total all-inclusive maximum price to be proposed is to contain all direct and indirect costs including all out-of-pocket expenses. The proposal shall include a cost proposal for each service of the proposal.

Cost proposal shall be included with the proposal and will be a part of the evaluation criteria. Consultant shall prepare a Lump Sum Fee estimate with progress payments at defined milestones/tasks.

The proposal should include a schedule of professional fees and expenses. Travel expenses, including, meal reimbursement, hotel per diems, taxes, etc., should be a separate line item and are subject to the Caltrans Travel Policy and Travel Reimbursement Rates: <https://travelpocketguide.dot.ca.gov/>.

Proposing Consultants will be required to submit certified payroll records, as required. Cost proposal shall be included with the proposal and will be a part of the evaluation criteria. Failure to clearly identify all costs associated with the proposal may be cause for rejection of the Consultant's proposal. Proposed Cost is not the sole criterion for recommending a contract award.

Additional Costs:

Hourly Rates for additional services, if applicable

Any other costs, if applicable (please specify nature of costs)

8. Conflict of Interest Statement

The proposing Consultant shall disclose any financial, business or other relationship with the City of Sebastopol that may have an impact upon the outcome of the contract or the construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The proposing Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

9. Litigation

Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

10. Contract Agreement

Indicate if the proposing Consultant has any issues or needed changes to the proposed Professional Services Agreement included as Attachment B. **No changes outside of those included in the RFP will be considered after consultant selection.**

2.0 SELECTION CRITERIA

The City's selection criteria for this work include, but may not be limited to, the following:

Proposal Evaluation and Selection Process:

- 1) Following the submission deadline, all proposals received by the specified deadline will be reviewed by the City for content, including but not limited to fee, related experience and professional qualifications of the bidding consultants.
- 2) A selection committee (Committee) will evaluate all responses. All contacts during the evaluation phase shall be through the City Project Manager only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.
- 3) The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. The Committee members will read the proposals separately then convene to discuss and review the written proposals. Each member of the selection panel will then evaluate each proposal using the criteria identified below to arrive at a "proposal score" in the range of 0 to 100 for each proposal. A list of top ranked proposals will be developed based upon the totals of each Committee member's score for each proposal.
- 4) The Committee may develop a short-list of responders for oral interviews. All Proposers will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted. After any/all presentations are completed, the selection committee shall reconvene to either make a decision or to request further information.

If an interview process is conducted, the final compilation on which firms will be ranked, are weighted as follows: Proposal phase 75%; Interview phase 25%.

- 5) Proposals will be evaluated based on the following Evaluation Criteria.
 - a. Written Proposal and clarity of approach to complete all tasks, including schedule, budget, and scope of work (up to 15 points)
 - b. Project understanding and responsiveness to requirements, terms and conditions of RFP (up to 15 points)
 - c. Relevant experience of the key personnel assigned to the project and qualifications of firm(s), including relevant experience with projects of this type (up to 15 points)
 - d. Experience with Caltrans District 4, experience developing similar street planning and redesign projects, and participation plan, as outlined in the RFP (up to 20 points)
 - e. Project budget (up to 25 points)
 - f. Reference Checks (up to 10 points)
- 6) The selection committee will then make recommendations regarding the selection and request authorization to enter into a contract with the approved responder.

The committee reserves the right to accept/reject any or all proposals.

Submission of a proposal indicates acceptance of the conditions contained in the RFP and an agreement to negotiate a contract for services. An award can be made on the basis of greatest benefit to the City.

3.0 GENERAL INFORMATION

3.1 Proposal Due Date

Proposals will be received by the City of Sebastopol **until the date and time shown in Section 3.2, or as amended by written Addendum.** City is only accepting electronic proposals in pdf format on a USB-storage drive. The proposal is to be submitted as a single pdf format document; the cost proposal is to be included as a separate file, and may be in pdf or excel format (or both). The electronic USB storage drive shall be submitted in an envelope marked with the Name of the Project, Proposal Due Date, and Name of Proposer.

Proposers shall be sent or hand-delivered to:

Attn: Kari Svanstrom, Planning Director
Sebastopol City Hall
7120 Bodega Avenue, Sebastopol, CA 95472

City of Sebastopol is not responsible for proposals that are delinquent, lost, mismarked, sent or delivered to an address other than that given above, or sent by mail or courier service. The City of Sebastopol reserves the right, after opening the proposals, to reject any or all proposals, or to accept the proposal(s) that is, in its sole judgment, in the best interest of the City of Sebastopol.

3.2 Project Time Schedule

The following is the estimated schedule for consultant selection and project initiation:

Release of RFP:	November 28, 2023
Deadline for Questions:	December 18, 2023
Final Response to Questions posted:	December 20, 2023
Proposal due date	January 8, 2024, 5:00 p.m. (PST)
Notice of shortlisted consultant(s)	January 18, 2024
Consultant interviews	January 24-25, 2024
Consultant Selection:	January 29, 2024
Contract negotiation begins	January 30, 2024
City Council Award of Contract/and Notice to Proceed (NTP)	February-March 2024

Note, the City reserves the right to modify this schedule, any changes will be posted to the website as listed in Section 3.3.

3.3 Relevant Questions

Any relevant questions concerning the RFP or Scope of Services shall be directed to Kari Svanstrom at (707) 823-6167 or ksvanstrom@cityofsebastol.gov. All communications should

be in writing. Any oral communications will generally be considered nonbinding on the City. The City will respond in writing to written communications. staff will post written answers to these questions at the website noted below.

If, in the City's opinion, any such response changes the intent of the RFP, or otherwise would provide an advantage to one proposer over another, an addendum to the RFP will be issued and posted on the City's website at:

<https://www.ci.sebastopol.ca.us/Local-Business/Current-Bidding-Opportunities>

3.4 Additional Information

The City reserves the right to change any aspect of, terminate, or delay this RFP, the RFP process and/or the program which is outlined within this RFP at any time, and notice shall be given in a timely manner thereafter.

4.0 OTHER CONSIDERATIONS

- The City will pay the consultant for the services described in Part I, Section III (Scope of Work to be Performed) that do not exceed the amount contained within an executed Professional Services Agreement between the City and the Firm. For additional services required after the inception of the Agreement, written approval by the City shall be required in advance of such services being rendered. The fee for such services shall be paid based on the consultant's quoted hourly rates.
- Upon notice of intent to award contract, the successful consultant shall enter into a Professional Services Agreement with the City of Sebastopol.
- No officer, agent, or employee of the City and no member of its governing bodies shall have any financial interest, direct or indirect, in this agreement or the proceeds thereof. No officer, agent, or employee of the Firm shall serve on a City committee or hold any such position which is incompatible with such person's duties or obligations or other relationship to this agreement.
- Time is of the essence in each and all provisions of the Agreement.
- All working papers, reports, and records relating to the work performed under the Professional Services Agreement must be retained, at the consultant's expense, for a minimum of five (5) years, unless the Firm is notified in writing by the City of Sebastopol of the need to extend the retention period.
- The consultants will be required to make working papers available upon request to the appropriate parties.
- All property rights, including publication rights of all reports produced by the Firm in connection with services performed under this agreement shall be vested in the City of Sebastopol. The proposer selected shall not publish or release any of the results of its examinations without the express written permission of the City of Sebastopol Finance Director.

- The City is not liable for any pre-contractual expenses incurred by any bidder. In addition, no bidder shall include any such expenses as part of the price proposed to conduct the work.
- The City reserves the right to withdraw the RFP at any time without prior notice. Further, the City makes no representations that any agreement will be awarded to any bidder responding to this RFP. The City expressly reserves the right to postpone action regarding this RFP for its own convenience and to reject any and all proposals in response to this RFP without indicating reasons for such rejection.
- The City is not responsible for oral statements made by any of its employees or agents concerning this RFP. If the bidder requires specific information, the bidder must make the request in writing as instructed in the RFP.
- All responses to the RFP shall become the property of the City and a matter of public record. Responders must identify all copyrighted material, trade secrets or other proprietary information that the responder claims are exempt from disclosure by the California Public Records Act. In the event a responder claims such exemption, the responder must state in the response that: "The responder will indemnify the City and hold it harmless from any claim or liability and defend any action brought against the City for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any person making a request thereof." Failure to include such a statement shall constitute waiver of the responder's right to exemption from disclosure and authority for the City to provide a copy of the proposal or any part thereof to the requestor.
- The individual(s) preparing and submitting the proposal must state they possess the authority to bind the firm to the terms of the RFP.
- After a Firm is selected by the City, the contents of the submitted proposal shall become part of the resulting Professional Services Agreement. The successful bidder will be required to execute a standard Professional Services Agreement with the City, an example of which is included in this proposal. Failure of the Firm to agree to include the proposal as part of the contractual agreement may result in cancellation of the award. The City reserves the right to reject those parts of the proposal that do not meet with the approval of the City.
- All questions regarding this RFP should be made in writing and emailed to: kvanstrom@cityofsebastopol.org

5.0 CONTRACT TERMS / AGREEMENT

If the successful firm has a current Master Services Agreement (MSA) with the City of Sebastopol, the City will enter into a contract Amendment to the MSA. Any subconsultants would need to abide by the same contractual obligations as the primary consultant.

If the successful firm does not have a current MSA with the City, the firm will be required to execute the City of Sebastopol Standard Agreement (see Attachments). Additionally, the project is being funded with State of California Caltrans grant funding, and the applicant shall abide by all applicable terms of this agreement (to be incorporated by reference to the contract with the City). No exceptions to this agreement will be accepted and that any consultant submitting a proposal must be prepared to execute this agreement without modification.

ATTACHMENT A – Scope of Work

ATTACHMENT B - Standard Professional Services Agreement

6.0 NEGOTIATION OF CONTRACT

After selection of the consultant, the City and the consultant shall negotiate the contract under which the work shall be performed. All items submitted in the consultant's proposal shall be subject to negotiation.

ATTACHMENT A: SCOPE OF WORK

Task 1: Existing Conditions

The consultant shall participate in an internal kickoff meeting with City staff. City staff and consultant will identify and meet with regional partners and community stakeholders to gather information. Consultants will collect relevant data on existing conditions and constraints, including but not limited to multi-modal traffic demand; current and future transit needs; parking; land uses adjacent to the Corridor; any future plans from Caltrans or the County that may impact how the corridor is used. This will entail desktop survey of existing data as well as collection of new data as necessary, such as segment volumes and intersection turning movement counts.

Task Deliverables

- Kickoff meeting notes
- Existing conditions report, including but not limited to summary of existing facilities for all modes of transportation, urban design opportunities and constraints, traffic conditions, collision history, parking supply, and summary of relevant city, county, and regional plans.

Task 2: Community Engagement and Coordination

Consultants and staff will establish a flexible, multi-media engagement approach (electronic, virtual, interactive) as well as traditional outreach, including walking audits of the project area. Overall project coordination with the project team is key to positive outcomes, especially prior to each community outreach meeting. The planning study will include a robust, inclusive community engagement component to develop up to three corridor alternatives. The community engagement effort will be refined with the development of a Participation Plan with the consultant, and include the following:

- Project web site: The consultant will develop a project web site to serve as a central clearinghouse for project-related information. It will include an interactive map of the project area where participants can provide comments, surveys for residents to provide input and vote on alternatives, information about upcoming events and milestones, and archived meeting recording and draft documents for review.
- Public workshops and focus groups: The consultant will work with the City to organize public workshops and focus groups to generate community dialogue about the project and potential alternatives. Meetings and focus groups may be in-person, virtual, or a hybrid format, and meeting days, times and venues will be selected to maximize participation. Community-based organizations will be engaged to help activate their constituencies, with a particular focus on groups that work with disadvantaged residents. The participation of disadvantaged residents will be assessed during the planning process and additional targeted outreach to these residents may be conducted if needed.
- Stakeholder meetings: Stakeholder meetings will be conducted with representatives of selected organizations including businesses in Downtown, the Sonoma County Transportation Authority (SCTA), Sonoma County Bicycle Coalition.
- Walking audits: Walking audits will be held in the Downtown area to assess existing conditions and potential enhancements in terms of pedestrian facilities, bicycle facilities, transit access, and streetscape treatments.
- Sebastopol Planning Commission meetings/workshops: Project overview and project updates, as well as opportunities for Commission and public input, will be held throughout the process.
- Project Management tasks include: City Project Manager and Consultant check-in meetings on a regular basis; consultant meetings with staff

Task Deliverables
<ul style="list-style-type: none"> • Participation Plan • Stakeholder meetings with key City groups, Downtown merchants, the County of Sonoma, SCTA, Caltrans and the City of Santa Rosa, meeting summary notes • Public workshops and associated on-line rebroadcast, presentation materials. meeting notifications including social media posts, summary notes • Focus groups and summary notes • Walking audits, summary notes • Project web site, including online interactive map • Online public surveys to solicit input and vote on alternatives, copy of survey instrument and data collected and survey analysis • Technical Advisory Committee (TAC) meetings, presentation materials • One (1) Sebastopol Council Meeting • Agendas for all meetings • Minutes or summary notes for stakeholder meetings, workshops, walking audits, TAC meetings Planning Commission meetings • Overall summary report of community participation results

Task 3: Corridor Vision, Alternatives, and Analysis

An overall design approach will be developed for SR 116 between Keating Avenue and Willow Street to the south and for SR 12 between Barnes Avenue and High Street.

Develop Local Alternatives: The City envisions the development of three options which will be developed based on input from the public and from the various stakeholders, but could include, for example, improvements that: 1) benefit pedestrians and bicyclists without worsening the current level of service at various intersections in the Downtown area, 2) optimizes bicycle and pedestrian movement, but will likely impact the current level of service at various intersections, and 3) compromise between the two options with respect to vehicles versus ped/bicycle movement. At least one option should include two-way street concept for the existing SR 116 one-way couplet.

Develop Alternatives for Regional Routes: Based on meetings with Caltrans, the County, City of Santa Rosa and SCTA stakeholders, alternative vehicle capacity modifications for regional routes that may affect through traffic in the City’s Downtown should be conceptualized. These should include, but not necessarily limited to Occidental Road, Todd Road, Llano Road extension from SR 12 to Occidental Road and potential future interchange at SR 12/Fulton Road including its connection to Occidental Road. At least one scenario should not include any regional vehicle capacity enhancements to inform the effects on the City.

Analyze Scenarios: The Downtown planning study will include a traffic operational analysis and active transportation impact assessments of the three options, as well as a planning level cost estimate for implementation. A preferred option will be identified based on the existing conditions analysis; input collected from agencies, stakeholder groups, and the public; and the alternatives analysis. There will need to be sufficient analysis in order for the City Council to select a preferred option, especially if there is a Level of Service reduction that is inconsistent with the General Plan.

Concept Plans and Urban Design: The stakeholder interaction, public input, analysis, and Council review would result in a preferred scenario consisting of alternatives for both the City study area and for specific regional routes. Geometric concept plans (equivalent to 30% design) will be prepared as well as an Urban Design plan to be developed hand in hand with the traffic engineer coordinating with the urban design team members. The 30% geometric concept plans should be prepared for the City study area only indicating intersection controls and lane geometrics, pedestrian facilities, and

bicycle lanes and facilities. These concept plans should be developed as early in the process as possible so that there is sufficient time for review, updates and modifications. The team’s urban designers should prepare streetscape urban design plans for the City study area including examples of pavement treatments, public spaces, parklets, street furniture, landscaping and building façade improvements. The urban design plan should include a component which focuses on an enhanced connectivity between Main Street and the Barlow district. All of the elements of the urban design plan should be done in an interactive fashion with the team’s traffic engineering staff, especially for the in-street components.

Technical Review

City will develop a Technical Advisory Committee to review documents throughout the process, and provide feedback to the project team related to the existing conditions issues; potential concepts; alternatives analysis; and, potential regional improvements (both within the City but outside the core area and outside of city limits).

- Technical Advisory Committee (TAC): Public agency partners including Caltrans, County of Sonoma, City of Santa Rosa, and the Sebastopol Police, Fire, Planning, and Engineering Departments will be included in a Technical Advisory Committee to provide guidance regarding alternatives.

Additionally, City Staff will also work with these stakeholders and technical advisors informally as needed to gather information needed for the project. The City may also submit the concepts to Caltrans for technical review with the assistance of the consultant.

Task Deliverables
<ul style="list-style-type: none"> • Assessment of three concept alternatives for Downtown, including traffic operations analysis • Potential improvements for regional roadways • Urban design/streetscape plan • 30% concept plans for the preferred alternative • Concepts for Caltrans review

Task 4: Regional Circulation Assessment

Potential regional roadway enhancements outside the City limits to complement the recommended improvements for Downtown will be identified and analyzed. Consultants will coordinate with the SCTA to use the countywide travel demand model to evaluate the impacts of proposed changes to road and/or intersection configurations. Modeling exercises should consider existing travel modes as well as any potential future modes and technologies as appropriate. Traffic modeling should also account for future development and its effect both with and without corridor reconfiguration. Potential modifications to regional facilities outside of the City should include, but not be limited to: Occidental Road, Todd Road, Llano Road extension from SR 12 to Occidental Road and potential future interchange at SR 12/Fulton Road including its connection to Occidental Road.

Task Deliverables
<ul style="list-style-type: none"> • Travel demand model analysis of alternatives, including technical memo summarizing results

Task 5: Implementation Strategies and Analysis Requirements

The implementation cost of the preferred scenario – including the Downtown study area modifications and the regional routes – will be estimated based on coordination with SCTA staff. An implementation strategy including identification of key partners and potential funding strategies will be developed, also incorporating input from SCTA staff. Depending on the changes proposed as part of the plan and its anticipated impacts, the level of environmental analysis anticipated for the next step of implementation will be determined in accordance with the California Environmental Quality Act (CEQA).

Task Deliverables
<ul style="list-style-type: none">• Planning level cost estimate for alternatives• Identification of project partners and potential funding sources• General assessment of analysis to be required under CEQA

Task 6: Draft and Final Plan

The previously generated analysis, including the existing conditions report, alternatives assessment, preferred corridor plan, and regional road network recommendations will be integrated into a draft plan. One of the community workshops will be devoted to presenting the draft plan to the public and soliciting comments. The plan will also be posted on the project web site and circulated for comments from local and regional stakeholders. Comments will be collected and incorporated into the plan as appropriate.

Task Deliverables
<ul style="list-style-type: none">• Draft Plan• Public Comments Received• Final Plan that includes a summary of next steps towards implementation, credits• Caltrans on the cover or title page, submitted to Caltrans in an ADA accessible electronic copy

Task 7: Council/Board Review/Approval

The finalized Plan will be presented to the Sebastopol City Council and the SCTA board, if appropriate, for their approval.

- Two meetings with the Sebastopol City Council during the process: (1) A project overview and preliminary review of alternatives will be presented to the City Council to provide comments; this will offer an additional public input opportunity and may be a 'study session' format; (2) review and approval of final concept
- Project will also be presented to one (1) SCTA Board meeting and one (1) Sonoma County Board of Supervisors meeting

Task Deliverables
<ul style="list-style-type: none">• Meeting minutes with resolution(s) and final draft report• Resolutions of acceptable/approval

ATTACHMENT B – STANDARD PROFESSIONAL SERVICES AGREEMENT

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on _____ by and between the City of Sebastopol, located in the County of Sonoma, State of California (City), and _____. (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as _____.

B. Consultant has represented that Consultant has the necessary expertise, experience, and qualifications to perform the required duties.

NOW, THEREFORE, in consideration of the mutual premises, covenants, and conditions herein contained, the parties agree as follows:

SECTION 1 – BASIC SERVICES

Consultant agrees to perform the services set forth in **Exhibit A, “Scope of Services”** and made part of this Agreement.

SECTION 2 – ADDITIONAL SERVICES

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or **Exhibit A, “Scope of Services”**, unless such additional services and compensation are authorized in advance and in writing by the City Council or City Manager of the City.

SECTION 3 – TIME FOR COMPLETION

The time for completion of services shall be as identified in **Exhibit A, “Scope of Services”**.

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit A, “Proposed Pricing”, attached hereto and made a part hereof. Total compensation shall not exceed a total of \$ _____, unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the work performed, and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved and City will use its best efforts to

cause Consultant to be paid within 30 days of receipt of invoice. If any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

C. Payment to the Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

SECTION 5 – STANDARD OF PERFORMANCE

Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's work within sixty (60) days after submitted to City, unless the parties mutually agree to extend such deadline. City shall reject work by a timely written explanation, otherwise Consultant's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects and fraud. Acceptance of any of Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, the sections pertaining to indemnification and insurance.

SECTION 7 – INSURANCE REQUIRED

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation insurance, as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
(Not required if consultant provides written verification that it has no employees)
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the City of Sebastopol for review. If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Sebastopol requires, and shall be entitled to, the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Sebastopol.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

The City of Sebastopol, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

General liability coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; **and** one of the following ISO completed operations Forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Sebastopol, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Sebastopol, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance.

Waiver of Subrogation

Consultant hereby grants to the City of Sebastopol a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Sebastopol by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of

Sebastopol has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sebastopol for all work performed by the Contractor, its employees, agents, and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Sebastopol. The City of Sebastopol may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City of Sebastopol.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Sebastopol.

Verification of Coverage

Consultant shall furnish the City of Sebastopol with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City of Sebastopol before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Sebastopol reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance, meeting all the requirements stated herein, and Contractor shall ensure that the City of Sebastopol is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

The City of Sebastopol reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION 8 – INDEMNIFICATION

Consultant shall indemnify and hold harmless City, its agents, officers, officials, employees, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor ("design professional"), the provisions of this section regarding Consultant's duty to defend and indemnify apply only to claims that arise out of or relate to the negligence, recklessness, or willful misconduct of the design professional.

If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by Consultant shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

The provisions of this section do not apply to claims to the extent occurring as a result of the City's sole negligence or willful acts or misconduct.

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee, or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

B. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.

C. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

SECTION 10 – CONFLICTS OF INTEREST

A. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts with the interests of City in the performance of this Agreement.

B. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is aware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 11 – OWNERSHIP OF DOCUMENTS

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. When requested by City, but no later than three years after project completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works of authorship, or other products developed or created by Consultant during the course of providing services (collectively the "Work Product") shall belong exclusively to City. The Work Product shall be considered a "work made for hire" within the meaning of Title 17 of the United States Code. Without reservation, limitation, or condition, Consultant hereby assigns, at the time of creation of the Work Products, without any requirement of further consideration, exclusively and perpetually, any and all right, title, and interest Consultant may have in the Work Product throughout the world, including without limitation any copyrights, patents, trade secrets, or other intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof.

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

B. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent, or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

SECTION 13 – SUSPENSION OF WORK

City may, at any time, by ten (10) days written notice suspend further performance by Consultant. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Consultant shall be paid for services performed and reimbursable expenses incurred prior to the suspension date.

SECTION 14 – COMPLIANCE WITH LAW

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

During the performance of this contract, Consultant agrees as follows:

A. Equal Employment Opportunity. In connection with the execution of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, physical handicap, medical condition, marital status, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

B. Nondiscrimination Civil Rights Act of 1964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

C. Solicitations for Subcontractors including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations, made by Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by Consultant of Consultant's obligations under this Agreement and the regulations relative to nondiscrimination.

SECTION 16 – RECORDS

A. Records of Consultant's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to City if and when required for a period of up to 3 years from the date of Consultant's final invoice.

B. Consultant's records and design calculations will be available for examination and audit if and as required. The cost of any reproductions shall be paid by City.

SECTION 17 – COOPERATION BY CITY

agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 22 – SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties. However, this Agreement shall not be assigned by Consultant without written consent of the City.

SECTION 23 – CONTINUITY OF PERSONNEL

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

SECTION 24 – DEFAULT

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

SECTION 25 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 26 – LAW TO GOVERN; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Sonoma. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

SECTION 27 – SEVERABILITY

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 28 – SPECIAL PROVISIONS

This Agreement is subject to the following special provisions: none.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

Consultant:

City:

By: _____

By: _____

Name:

Name: Larry McLaughlin

Title:

Title: City Manager

Approved as to Form:

By: _____

Name: Larry McLaughlin

Title: City Attorney