



CITY OF SEBASTOPOL CITY COUNCIL

AGENDA ITEM REPORT FOR MEETING OF: September 2, 2025

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To: Honorable Mayor and City Councilmembers
From: Mary Gourley, Interim City Manager
Subject: Approval of GHD Task Order 2 for City Engineering Services

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RECOMMENDATION:

That the City Council approve Task Order 2 with GHD for City Engineering Services and the assignment of Mario Landeros as the Interim City Engineer through December 2025.

City staff will be preparing and releasing a Request for Proposals (RFP) for City Engineering Services for a permanent Contract City Engineer (up to 2 years) with the goal of a city engineering contract being in place effective January 1, 2026.

EXECUTIVE SUMMARY:

The current City Engineer, Mark Rincon-Ibarra, has retired from his position effective August 11, 2025. Public Works released a Request for Proposals (RFP) to provide city engineering services to the City's Prequalified List of Consultants (PQL) on July 25, 2025. Two (2) proposals were received: one from Moe Engineering and one from GHD. Both firms are local with offices in Santa Rosa. The proposed city engineer for Moe Engineering is John Moe, and for GHD the proposed city engineer is Mario Landeros.

Interviews with the two firms were conducted on August 13, 2025. The interview panel consisted of the Interim City Manager, the City Attorney, and the Public Works Operations Supervisor. Based on the submitted Proposals, responsiveness to the RFP, and the interviews, the Interim City Manager recommends that GHD be awarded the contract for City Engineering Services through December 2025, with the assignment of Interim City Engineer to Mario Landeros. See Attachment 3 for a copy of the Master Service Agreement with GHD for on-call services dated July 14, 2025.

It is anticipated that staff will be preparing an RFP for the permanent contract City Engineer for a term of two (2) with the goal of this new contract for city engineering services in place on January 1, 2026. With the longer term of two years, versus the 4-month assignment, it is anticipated that more interest in submitting a Proposal will occur.

A copy of the RFP is found in Attachment 2, and the Task Order and Proposal from GHD is found in Attachment 1.

BACKGROUND AND DISCUSSION:

Mark Rincon-Ibarra, Public Works Director/City Engineer announced his retirement with the City and his last official day with the City was August 10, 2025. Due to timing and the immediate nature of the need for a replacement City Engineer, staff prepared an RFP for city engineering services on July 25, 2025. Two proposals were received on the due date, August 6, 2025.

The intent of the 4-month term in the RFP (September to December) is to provide an Interim City Engineer while the City recruits for a Public Works Director. It is anticipated that the Public Works Director position should be



filled by December 2025 and would be involved in the selection of a permanent contract City Engineer. It is anticipated that there will be more interest from qualified engineering firms to submit a proposal with a term of two years versus a short term of 4 months. City staff will prepare the RFP with an estimated release in October 2025.

Interviews were conducted on August 13, 2025 with three (3) members of staff in the interview panel.

STAFF ANALYSIS:

Based on the proposals submitted and the interviews, GHD with the assigned interim City Engineer was selected by the panel as the most qualified for the role. Mario Landeros has performed the role of Interim City Engineer for the City and has performed the duties of the city engineer well. He also has the knowledge and relationships with Caltrans that makes him a strong candidate for this role, particularly with the various transportation grant projects that the City has in the FY 2025-26 CIP. Since there is not a long ramp-up period for learning the City and the requirements of the City Engineer, Mario Landeros can assume the role seamlessly. In addition, because of GHD's long-standing relationship with the City, GHD has agreed to continue to discount Mario's standard billing rate by nearly 30 percent.

Task Order 2 is for City Engineering Services with a not to exceed fee of \$30,000 for the term September to December 2025.

Other task orders for development review will also be needed for as-needed development review services and is under the City's cost recovery program and would not have a fiscal impact to the City's General Fund. A task order will also be needed for as-needed CIP engineering and does not have a fiscal impact to the City's General Fund and is funded through Special Reserve Funds for the specific CIP project.

CITY COUNCIL GOALS/PRIORITIES/ AND OR GENERAL PLAN CONSISTENCY:

This agenda item represents the City Council goals/priorities as follows:

Goal 4 – High Performance Organization

Achieving staffing/ Program targets that match best standards and efficiency/operational staffing efficiencies/baseline budgets/performance management

This agenda item represents the City Council General Plan Consistency (if applicable):

N/A

FISCAL IMPACT:

There is no fiscal impact as this amount is allocated and budgeted in the Fiscal Year 2025-26 Public Works/Engineering operating budget. The fiscal cost for this contract is not to exceed \$30,000 through December 2025. There are sufficient funds allocated and budgeted in the Fiscal Year 2025-26 adopted operating budget to support this City Engineering service.

COMMUNITY OUTREACH:

This item has been noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to schedule meeting date. The City has also used social media to promote and advertise the City Council Meeting Agenda Items.



As of the writing of this agenda item report, the City has not received any public comment. However, if staff receives public comment from interested parties following the publication and distribution of this agenda item report, such comments will be provided to the City Council as supplemental materials before or at the meeting.

RESTATED RECOMMENDATION:

That the City Council approve Task Order 2 with GHD for City Engineering Services and the assignment of Mario Landeros as the Interim City Engineer through December 2025.

CITY COUNCIL OPTION(S):

City Council could choose to not appoint GHD (Mario Landeros) and to direct staff to re-issue an RFP and obtain more Proposals with a term through June 30, 2026. This would leave the City without a City Engineer in the interim until such time that an Interim City Engineer was appointed. It would take approximately two months (to November) to prepare an RFP, make a selection and bring the contract to Council for approval. During the interim, the City would not be able to sign final maps, improvement plans and other documents requiring City Engineer signature pertaining to private development as well as transportation grant projects requiring the City Engineer's signature.

ATTACHMENTS:

- 1-Task Order 2 and Proposal, GHD
- 2-RFP
- 3-Master Agreement with GHD dated 7/14/25

APPROVALS:

Department Head Responsible for Agenda Item: Approval Date: 8/19/25

CEQA Determination (Community Development/Planning): Approval Date: 8/13/25

The action is not a project under the California Environmental Quality Act (CEQA).

Administrative Services (Financial): Approval Date: 8/19/25

Costs authorized in City Approved Budget: ☒ Yes ☐ No ☐ N/A

Account Code: 100-41-07-4210

City Attorney Approval

Approval Date: N/A

City Manager Approval:

Approval Date: 8/19/25

**TASK ORDER 2
BETWEEN THE
CITY OF SEBASTOPOL AND GHD INC.
PROFESSIONAL SERVICES for
CITY ENGINEERING**

This Task Order is entered into under the terms and provisions of the On-Call Professional Services Agreement (“Master Agreement”) dated July 14, 2025 between the City of Sebastopol and GHD Inc. (“Consultant”). The Scope, Fee Estimate and Schedule are summarized below and detailed on the Proposal dated July 10, 2025 and attached as Exhibit A.

SCOPE

The general scope of work is to provide city engineering support to the City. Mario Landeros, P.E., is the assigned Interim City Engineer. This task includes necessary support from GHD technical staff to perform this work.

FEE ESTIMATE

Amount of this Task Order is not to exceed **\$30,000**.

A copy of the Consultant’s Fee Schedule is attached to the Proposal in Exhibit A with the provision that Mario Landeros is charged at a discounted hourly rate of \$255.

SCHEDULE

This Task Order assignment is for services from September 2, 2025 through December 30, 2025. The work may be extended by written mutual agreement.

Prior to incurring any costs in excess of this “Not to Exceed” amount, Consultant shall provide a written request for compensation for extra work, with an estimate of the additional anticipated cost. City assumes no responsibility for compensation of extra work performed by Consultant without prior notification and written approval of the City.

Prior to commencement of work, Consultant shall provide the required insurance and endorsements as amended and in accordance with the Master Agreement.

All other terms and conditions of the Master Agreement are hereby incorporated by reference and made a part of this Contract.

APPROVED:

CITY OF SEBASTOPOL

GHD INC.

Mary Gourley
Interim City Manager

Matthew G. Kennedy, PE, TE
Principal Engineer

Date: _____

Date: _____

2235 Mercury Way, Suite 150
Santa Rosa, CA 95405
USA
www.ghd.com



Our ref: 12616139

August 6, 2025

Elissa Overton
City of Sebastopol
714 Johnson Street
Sebastopol, CA 95472

RE: Proposal for City Engineering Services: September 2025 through December 2025

Dear Ms. Overton:

GHD is pleased to provide this proposal for professional City Engineering services. It is understood that the City Engineer recently retired, and the City is in need of interim city engineering services through the end of the calendar year while a new permanent City Engineer is sought. GHD has contracted with the City of Sebastopol to provide as-needed city engineering and development review services for roughly five years, and we have been providing engineering and environmental services for several decades. We understand the City's infrastructure, departments and public works engineering needs, and we have existing relationships with City staff. We have also provided as-needed city engineering services to other city clients in Sonoma County and in California, including the Cities of Rohnert Park, Cotati, and Petaluma. With GHD the City of Sebastopol will be working with a known and trusted consultant who has been providing similar services for many years. We have built a trusting relationship centered on high-quality service, dependability and depth of technical resources.

It is acknowledged that City personnel will perform as much of the general city engineering-related services as possible and that the work GHD will perform is work that cannot be performed by existing personnel due to staffing limitations and available resources, technical expertise and work as required by the duties of the office of the City Engineer.

Key Team Members

It is proposed that **Mr. Mario Landeros, PE**, will be the assigned the role of Interim City Engineer on a part-time as-needed basis. The official title of this role is Interim City Engineer, but for purposes of this proposal and during the course of work, this position may also be referred to as "City Engineer." Mario has over 30 years of professional city engineering experience and has been providing as-needed city engineering services to Sebastopol for the past three and a half years after retiring from the City of Healdsburg where he served as Principal Engineer and periodically as Interim City Engineer. Mario brings existing relationships with City personnel, knowledge of the City's transportation, drainage and utility infrastructure, experience with previous and on-going developments and Public Works projects. He is well versed in the local resource agencies listed in the RFP. GHD also brings a depth of technical resources that the City has leveraged who will support Mario to address planning, engineering, and construction needs as they arise.

In this role, Mario will report to the City's Interim Engineering Director and will be supported by GHD Project Services with internal coordination and general oversight by **Principal-in-Charge Matt Kennedy, PE, TE**, and **Project Director Matt Wargula, PE, TE**.

Matt Kennedy, PE, TE is a principal engineer and GHD's West Pacific Business Group Leader. He has 22 years of experience in delivering a wide variety of civil infrastructure projects using design-bid-build and design-build delivery models. Project types include potable and recycled water, wastewater, drainage, traffic/transportation, buildings, and sustainable site development. He is adept in the management and design of multi-disciplinary projects with medium to large teams and numerous stakeholders and including construction management.

Matt Wargula, PE, TE is a licensed civil and traffic engineer with over 22 years of professional experience, and served as the interim City Engineer for the City of Sonoma. He has an educational background in civil

engineering and has planning, design and construction experience in traffic/transportation, site development, hydrology, hydraulics, and water resources projects.

If needed, GHD will engage a licensed surveyor as a subconsultant for review and approval of the accuracy of parcel/final maps and other land surveying decisions.

Example Projects

In addition to our decades of service to the City of Sebastopol including city engineering services, design services and environmental and permitting services, GHD has also engaged in services similar to those requested in this RFP for other cities in Sonoma County over the last 30+ years. Below is a brief summary of those services. Client references can be provided upon request.

City of Cotati On-Call Engineering Services

City of Cotati | Cotati, CA

For this ongoing City engineering contract, providing on-call civil engineering services for capital improvement project planning, design, and construction. Representative projects:

- 2020 Street Construction and Improvements Project
- Downtown Civic Center Connectivity and Safety Project, Surface Transportation Program Local (STPL) 5383(016)

City of Sonoma On-Call Engineering & Development Review Services

City of Sonoma | Sonoma, CA

For this ongoing City engineering contract, providing on-call services, including general city engineering, development review, water city engineering, groundwater city engineering, and traffic city engineering support. Representative projects:

- Fifth Street West and West MacArthur Street Signal Warrant Analysis
- Church Street and Curtin Lane Water Improvements and Street Rehabilitation
- Napa Road Rehabilitation/STPL – 5114(017)
- Traffic Signal Modifications Napa-Leveroni Road at Broadway (State Route (SR) 12)/Highway Safety Improvement Program (HSIP)-5114(015)
- West Napa Street Water System Replacement
- 2017 Street Rehabilitation and Water Services Replacement
- 2020 Citywide Slurry Seal
- Depot Park/First Street West Frontage Improvements

City of Santa Rosa On-Call Master Professional Services

City of Santa Rosa | Santa Rosa, CA

Responsible for the ongoing City engineering contract to provide on-call civil engineering services for capital improvement project planning, design, and construction. Representative projects:

- Accessibility Alternations at Skyhawk/Tanglewood Park
- Franklin Avenue Pedestrian Path

City of Rohnert Park On-Call Project Management Services

City of Rohnert Park | Rohnert Park, CA

Responsible for short-term on-call contract to perform project management services for capital projects, which involve various tasks normally provided by in-house staff. Tasks include peer review of Plans, Specifications and Estimates (PS&E) and capital projects planning. Projects included:

- Rohnert Park Expressway Rehabilitation/STPL - 5379(020)
- Street Smart Rohnert Park

Bodega Avenue Bike Lanes and Rehabilitation Phase 1

City of Sebastopol | Sebastopol, CA

High St. to Nelson Way; approx.. 0.5 mi. pavement rehabilitation (full-width cold plan, pavement reinforcement fabric), new striping and signage, new class 2 bike lanes and class 3 shared lane; new ADA-compliant curb ramps, modified existing traffic signal, federal -aid grant funded.

- Project Start and End Dates: GHD restarted previously stalled project (by others) January 2022; CON ended 2/23/24; NOC filed 03/20/24; federal grant final report submitted: 08/29/24
- Client Project Manager Name, Phone Number, and email address: Dante Del Prete (retired); Interim City Engineer: Mario Landeros 707-236-1542
- Key Consultant team members and their role/title: Toni Bertolero, Engineering Manager (retired), Mario Landeros, Project Manager

State Route 116 & Bodega Avenue Pedestrian Improvements

City of Sebastopol | Sebastopol, CA

Intersections of State Route (SR) 116 & Hurlbut Ave, SR 116 & Cleveland Ave, SR 116 & N Main St, SR 116 & Wallace St., Bodega Avenue & Robinson Road, and Bodega Avenue & Florence Avenue; new ADA-compliant curb ramps, detectable warning (yellow) surfaces, grouted cobble to indicate non-path of travel, restripe crosswalks as necessary, two new pedestrian-activated high-intensity rapid flashing warning beacons signals with new pedestrian-crossing signage, new continental crosswalk striping, and advanced yield markings. Federal -aid grant funded.

- Project Start and End Dates: GHD restarted previously stalled project (by others) January 2022; CON ended 5/24/24; NOC filed 07/03/24; federal grant final report submitted: 09/09/24
- Client Project Manager Name, Phone Number, and email address: Dante Del Prete (retired); Interim City Engineer: Mario Landeros 707-236-1542
- Key Consultant team members and their role/title: Toni Bertolero, Engineering Manager (retired), Mario Landeros, Project Manager

Parquet Street Water and Sewer Replacement and Slurry Seal

City of Sebastopol | Sebastopol, CA

Calder Ave to cul de sac end of street; replaced approximately 850 lineal feet of sewer mains, 800 lineal feet of water mains, related appurtenances, and pavement overlay over the affected areas on Parquet Street.

- Project Start and End Dates: Kick off meeting 5/9/22; CON ended 5/03/24; NOC filed 6/18/24
- Client Project Manager Name, Phone Number, and email address: Dante Del Prete (retired); Interim City Engineer: Mario Landeros 707-236-1542
- Key Consultant team members and their role/title: Matt Kennedy, Project Manager, Holly Cinkutis, Lead Engineer, Cody Cook.

Scope of Work

Our general approach to providing the requested city engineering services will be essentially the same as how we have been providing the same services for the past several years. Mario will be the City's primary point of contact and will coordinate directly with City Public Works and Engineering Department staff. Tasks to be performed under this contract as described in the RFP include, but are not limited to:

- Approval of Maps (Tentative, Final, Parcel).
- Approval of Caltrans Local Assistance forms for transportation grant projects.
- Approval of Public Improvement Plans.
- Approval of Construction Plans and Specifications.
- Attendance at meetings (such as City, Caltrans, resource agencies), as requested.

- Engineering consultation to other City departments where City Engineer reviews are such as review of City encroachment permits, water and sewer connection plans, traffic control plans, Planning department permits, etc.
- Approval of City Standards design exceptions. Attend formal public and resource agency meetings such as with City Council, Planning Commission, Caltrans, other public agencies and other formal public meetings, as requested by the City Manager.
- Attend staff level meetings with City staff, other public agency staff, public officials, community leaders and the general public, as requested by the City Manager.
- Provide senior engineering advisory support to the City's designated staff Single Point of Contact (SPOC) to other public agencies including: Caltrans for federal and state transportation funded projects from the standpoint of meeting State requirements; and Sonoma County Transportation and Climate Authority (SCTCA) for meeting State and Federal requirements; and excusing documents and exhibits when the City Engineer is required. It is understood that the role of SPOC may be transitioned to City staff and this scope will include transition "training" of the City staff who will be assigned this role.
- Provide technical consultation to City personnel for city engineering questions.
- Attend development review team meetings and review preliminary applications as requested by the Planning Department.
- Prepare conditions of approval and project review of minor development applications that are not covered under the City's cost recovery program.
- Review and provide construction observation and review of City encroachment and grading permits (excluding permits for large, private development projects covered under the City's cost recovery program).
- Project management, administration, and coordination of office and field tasks.
- Other miscellaneous work normally performed by the City Engineer.

Schedule

The term of the proposed services is for the period of September 1 through December 31, 2025, as described in the RFP, or as may be extended by mutual written agreement.

Fee Estimate

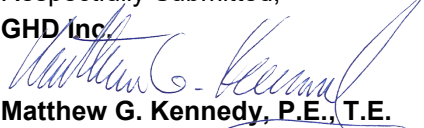
For this assignment, Mario Landeros' standard rate will be \$255.00/hr. This proposal is for a not to exceed budget of \$50,000. We will perform our work efficiently and use the available budget judiciously. A copy of our proposed standard rate schedule is attached to this proposal. These are discounted from GHD's standard rates.

Closing

This letter proposal is signed by Mr. Matthew G. Kennedy, who is a Principal with GHD and is authorized to execute the Task Order should GHD be selected. We welcome the opportunity to continue our work with the City of Sebastopol on this important assignment, and look forward to supporting the City during the period while the City seeks a new permanent City Engineer. Should you have any questions, please do not hesitate to contact me or Matt Wargula.

Respectfully Submitted,

GHD Inc.



Matthew G. Kennedy, P.E., T.E.

Principal Engineer

707.540.3376

matt.kennedy@ghd.com

Attachment: GHD Standard Rate Schedule



Exhibit A

FY 2026 US North America Rate Schedule

Finance Class Code		Rate
A001	Senior Technical Director 1	\$370
A002	Senior Technical Director 2	\$330
A003	Senior Technical Director 3	\$300
A004	Technical Director 1	\$255
A005	Technical Director 2	\$242
A006	Senior Professional 1	\$224
A007	Senior Professional 2	\$207
A008	Professional 1	\$200
A009	Professional 2	\$172
A010	Professional 3	\$158
A011	Vacationer / Intern	\$147
V001	Executive Consultant 1	\$396
V002	Executive Consultant 2	\$364
V003	Senior Consultant 1	\$305
V004	Senior Consultant 2	\$273
V005	Consultant 1	\$228
V006	Consultant 2	\$186
V007	Consultant 3	\$158
B001	Lead Design Technician 1	\$280
B002	Lead Design Technician 2	\$259
B003	Lead Design Technician 3	\$235
B004	Senior Design Technician 1	\$231
B005	Senior Design Technician 2	\$217
B006	Design Technician 1	\$200
B007	Design Technician 2	\$186
B008	Drafting/Design 1	\$179
B009	Drafting/Design 2	\$154
B010	Drafting/Design 3	\$144
B011	Drafting/Design 4	\$140
B012	Intern Drafting/Design	\$126
D001	Project Support Manager 1	\$294
D002	Project Support Manager 2	\$280

Finance Class Code		Rate
D003	Senior Project Support 1	\$249
D004	Senior Project Support 2	\$214
D005	Project Support 1	\$203
D006	Project Support 2	\$189
D007	Project Support 3	\$175
D008	Project Support 4	\$158
D009	Project Support 5	\$137
D010	Project Support 6	\$102
S001	Senior Construction Manager	\$273
S002	Construction Manager	\$238
S003	Lead Site Engineer/Supervisor	\$210
S004	Senior Site Engineer	\$189
S005	Site Engineer	\$179
S006	Lead Inspector	\$182
S007	Senior Inspector	\$147
S008	Inspector / Specialist 1	\$130
S009	Inspector / Specialist 2	\$119
S010	Clerk / Specialist 3	\$112
S011	Senior Site Manager 1	\$116
S012	Senior Site Manager 2	\$109
S013	Senior Site Manager 3	\$102
S014	Senior Site Manager 4	\$98
S015	Operator/Laborer 1	\$98
S016	Operator/Laborer 2	\$91
S017	Operator/Laborer 3	\$77
C001	Business Services Manager 1	\$249
C002	Business Services Manager 2	\$221
C003	Senior Business Services Manager 1	\$172
C004	Senior Business Services Manager 2	\$161
C005	Business Services 1	\$144
C006	Business Services 2	\$137
C007	Business Services 3	\$105

1. Rates are for employees of all GHD companies.
2. All travel cost will be invoiced at coach class rates. Lodging and meal expenses will be at cost unless per diem rate is negotiated.
3. Reimbursement for direct expenses incurred for proposed services, including sub-consultant services, will be billed at cost plus 15%.
4. GHD has implemented a system of billing for consumables on a per hour basis. Associated Project Cost (APC) is a unit cost replacing the individual tracking of some of the consumable costs directly related to projects. Each year the total consumable audited costs are compiled from our general ledger including:
 - Office consumables including engineering supplies and postage.
 - Reproduction consumable costs including equipment lease and maintenance, printing, and stationary.
 - Communication consumables including telephone expenses.
 - Equipment consumable including CADD, software, and IT expenses.
 Associated project cost (APC) will be invoiced at the following rate:
 - a. General Associated Project Charges APC: \$6.50 / labor hour or 4% of labor costs.
 - b. Field Services/Construction Inspector APC: \$11.50 / labor hour.
5. Reimbursement for vehicles used for proposed services will be at the federally approved mileage rates or at a negotiated monthly rate.
6. Overtime for non-exempt employees will be charged at 1.5 times the hourly billing rate.
7. If prevailing wage are applicable, the above billing rates and APC will be adjusted proportionate to the increase in labor cost.
8. The Rate Schedule is subject to change annually.

City of Sebastopol

REQUEST FOR PROPOSALS
FOR

CITY ENGINEERING SERVICES

Due Date: August 6, 2025, 5:00 P.M.



PUBLIC WORKS DEPARTMENT
714 JOHNSON STREET
SEBASTOPOL, CA 95472

Phone: 707-823-2151

Approved for Release:
Mark Rincon, Public Works Director/City Engineer
July 24, 2025

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ATTACHMENTS

A. TASK ORDER SAMPLE

SECTION 1. INTRODUCTION

The City of Sebastopol is soliciting Letter Proposals from qualified local engineering firms included in the City's Pre-Qualified Consultants (PQC) List to provide professional city engineering services to the City of Sebastopol.

SECTION 2. DESCRIPTION OF THE POSITION AND DUTIES OF THE CITY ENGINEER

The Contract City Engineer position will be responsible for performing the duties of the City Engineer in accordance with State Law and City Municipal Code. Duties include, but not limited to:

- Approval of Maps (Tentative, Final, Parcel);
- Approval of Caltrans Local Assistance forms for transportation grant projects;
- Approval of Public Improvement Plans;
- Approval of Construction Plans and Specifications;
- Attendance at meetings (such as City, Caltrans, resource agencies), as requested,
- Engineering consultation to other City departments where City Engineer reviews are such as review of City encroachment permits, water and sewer connection plans, traffic control plans, Planning department permits, etc.
- Approval of City Standards design exceptions.

SCOPE OF WORK

The selected Consultant must provide and identify an experienced city engineer who has successfully delivered services on similar projects. It is the Consultant's responsibility to prepare a detailed scope of work within the budget available, noting the duties of the City Engineer described in Section 2.

The general scope of work:

- Attend formal public and resource agency meetings, as requested, such as with City Council, Planning Commission, SCTCA, Caltrans, CDFW, PG&E.
- Attend staff level meetings, as requested, with City staff, other public agency staff, public officials, community leaders and the public.
- Assist in oversight and coordination with other public agencies such as: Caltrans for state and federal transportation funded projects, SCTCA, and assist in the preparation of required reports such as Measure M Transportation/Go Sonoma Roads, Maintenance of Effort, CalSmart reporting for SB 1.
- While not required to be the Special Point of Contact (SPOC) for the City, this position should be prepared to assist the City staff SPOC in terms of required actions/duties of the SPOC, assistance with FMS online reporting.
- Provide engineering consultation, as requested, to City personnel for city engineering questions.

- Review of private development documents and encroachment permits, as requested, for minor development and encroachment applications not covered under the City's cost recovery program.
- As requested, review and provide construction observation and review of grading permits, not covered under the City's cost recovery program.
- Project management, administration, and coordination of office and field tasks. (Please note that the City does not allow project administrative charges pertaining to preparation of Consultant invoices and setting up project, project start-up and project closing.)

If selected, the assigned Contract City Engineer will also enter into a separate Task Order for Development Review services for developments covered under the City's cost recovery program, and a separate Task Order for Capital Improvement Program (CIP) technical support services. While not included in this RFP, the two services described in this paragraph are mandatory and it is expected that the Consultant will be prepared to enter into Task Orders (2) for said services.

SECTION 3. FEE ESTIMATE

A detailed breakdown of hourly billing rates for the key team members. Discounted rates for the assigned key team members are encouraged. The City's budget for this assignment is **not-to-exceed \$50,000.00** for work between September 2025 through December 2025. The Fee Estimate should include the estimated number of hours per month, given the assigned Contract City Engineer hourly billing rate. The City may choose to extend the contract, upon mutual agreement to June 2026 and will negotiate a not-to-exceed Fee for the extended contract.

SECTION 4. PRE-QUALIFICATION

Your firm is invited to submit a Proposal because your firm is included in the Pre-Qualified Consultants List and is demonstrated to be qualified to perform professional engineering services described in this RFP.

Individual project contracts will be awarded by contract task order. Only those consultants with fully-executed Master Agreements will be eligible to submit a Proposal by the due date.

If your existing Master Agreement term has expired, please call the front desk assistant at the Public Works/Engineering office at (707) 823-5331, or email: citypw@cityofsebastopol.gov by **July 30, 2025, 5:00 P.M.** to update your Master Agreement. Please add the words "Master Agreement Extension Request" on the subject line of your email request. If your Master Agreement has expired and you do not submit a request to extend your agreement, your firm will be removed from the Pre-Qualified Consultants List, and you will be deemed non-responsive to this RFP. You may also email your Master Agreement Extension Request and choose to decline this invitation to submit a Proposal but wish to remain on the City's Pre-Qualification List for future opportunities. It is the responsibility of the consultant to confirm that the email request has been received by asking for confirmation that the email has been received. You may also call the

front desk assistant at the number listed in the paragraph above to confirm that your extension request has been received.

The City will award a Task Order for this project based upon a scope of services, work schedule, and fee proposal submitted to the City on request and subject to approval by the City.

SECTION 5. SCHEDULE

The Request for Proposals (RFP) was released effective on the date shown on the cover of this RFP. It is the City's intent that this solicitation will be due on the date shown on the cover of this RFP.

Evaluation of proposals by the City will commence within one (1) week of receipt. The City reserves the right to conduct follow-up interviews with Proposer(s). A preliminary schedule of administrative milestones are listed below. The Consultant shall include a schedule in the Proposal that includes key milestones from date of the Notice to Proceed with the work through project completion.

Release of RFP	See date on front cover
Proposals Due	See date on front cover
Proposal Review/Selection	One (1) week from Proposal due date
Council Approval	September 2, 2025 (est.)
Notice to Proceed	Date when fully-signed contract is received

SECTION 6. CITY'S RESPONSIBILITIES

City will make available standard plans and details, standard contract documents, and general contract provisions for public works contracts for the consultant's use, upon selection. City will also furnish PDF copies of existing City plans, base maps, and other background materials for consultant's use as needed. If only hard-copy versions of the documents are available, a print copy will be provided, at Consultant's costs.

SECTION 7. GUIDELINES FOR PROPOSALS

- Letter Proposals should not exceed 10 pages in length, excluding cover letter, dividers, appendices, and resumes.
- Proposals and cover letter must be signed by the individual who is authorized to execute the Task Order, should your firm be selected.
- Identification of Key team members for this assignment, including the assigned Contract City Engineer, the backup to the Contract City Engineer if absent for more than one week, land surveyor, construction inspector.
- Proposals shall include documentation demonstrating that the firm has contracted directly with public agencies located in Northern California within the last five (5) years.
- Documentation for each referenced project included in your proposal shall include information in the format shown below:
 - Client Name

- Project Name and Description, including if construction project was funded with federal aid grant funds
- Project Start and End Dates
- Client Project Manager Name, Phone Number, and email address
- Key Consultant team members and their role/title
- Proposals shall include a summary section describing your understanding of and approach to the proposed project assignment identified in this RFP, and a detailed Scope of Work to complete the project.
- Proposals shall include your firm's general billing information as follows:
 - Schedule of hourly rates, including any special rates offered to public agencies.
 - Percentage markup for reimbursable expenses.
 - Lodging expenses, meals, air fare, and other travel expenses (excluding vehicle mileage reimbursement) to and from Consultant's Office to the job site are not allowed.

SECTION 8. PROCESS FOR SUBMITTING PROPOSALS

- Proposals should focus on information requested above; brochures and promotional materials should not be submitted with your proposal.
- Submit a pdf copy via email to eoverton@cityofsebastopol.gov and citypw@cityofsebastopol.gov. Three (3) paper copies of proposal in a sealed envelope should also be sent addressed to:

Attn: Elissa Overton
Sebastopol Public Works Department
714 Johnson St.
Sebastopol, CA 95472

RE: RFP for City Engineering Services

Proposals shall be submitted in person or by mail or delivery service by the due date stated in the front cover of this RFP. Faxed proposals will not be accepted. Office hours for receipt of Proposals are:

Monday – Thursday, 7:30 a.m. – 5:30 p.m.

Offices are closed on state and federal holidays

A final Cost Proposal/Fee Estimate may be negotiated with the selected consultant.

SECTION 9. QUESTIONS

Questions regarding this RFP or its requirements, may be submitted by phone call to Toni Bertolero at (707) 239-2761, or in writing, and preferably by email, to: citypw@cityofsebastopol.gov. Due to staffing constraints, the City will attempt to respond within two (2) business days of receipt. Questions will not be accepted within two (2) business days from the Proposal Due Date shown on the cover of this RFP. Your email question should include in the Subject Line: "Questions re. RFP for City Engineering Services.

Due to the short time line for this RFP, Questions and Answers will not be compiled and posted on the Public Works Department, Engineering Division's *Contractors and Consultants* web page at available via City website link: bit.ly/SebEng23

Prior to submitting proposals, consultants should not contact any other City personnel, elected or appointed officials. The City reserves the right to reject any proposal for violation of this provision.

SECTION 10. EVALUATION CRITERIA

The City's consultant evaluation and selection process is based upon "Qualifications Based Selection" (QBS) for professional services. The following criteria, based on 100 total points, will be used in evaluating the proposals:

- Responsiveness to this RFP and understanding of project and clarity of proposal. (15 points)
- Proposal documentation of demonstrated relevant experience. (15 points)
- General qualifications and experience of the firm and the assigned Contract City Engineer. (60 points)
- Information obtained from reference checks. (10 points)

The City may also contact responding firms to clarify information in proposals or to seek and review additional information deemed pertinent to the evaluation process. The evaluation committee shall determine the final Pre-Qualified Consultants "Short-List" in consideration of the best interests of the City. The evaluation committee consists of up to 3 City staff from one or more of the following departments: Public Works and Engineering, Community Development, City Administration, Building. The final recommendation to Council will be made by the City Manager.

After written proposals have been reviewed, online or in-person interviews with prospective firms may be conducted by the City. If scheduled, oral interviews will be in an informal question/answer format for the purpose of clarifying the proposal. The individuals who represent your firm in any scheduled interview must include the person who would be directly responsible for carrying out the contract.

A Notification of Intent to Award will be sent to the consultant(s) selected. Award is contingent upon the successful negotiation of final contract terms contained in the Task Order and subject to approval by the City.

Negotiations shall be confidential and not subject to disclosure to competing consulting firms unless an agreement is reached.

SECTION 11. STANDARD TERMS AND CONDITIONS

- This RFP does not commit the City to award a contract or to pay any costs incurred for any services.

- The City, at its sole discretion, reserves the sole right to determine which consultants are ultimately included in the Pre-Qualified Consultants List.
- All proposals will become the property of the City of Sebastopol. Any proprietary information contained in the proposal should be clearly identified as such.
- The City reserves the right to amend this RFQ/RFP from time to time. The current version will be posted on the City website link: bit.ly/SebEng23
- The cost for developing the proposal is the sole responsibility of the proposer. All proposals submitted become the property of the City.
- Prior to award, the apparent successful firm(s) may be required to enter into discussions with the City to resolve any contractual differences. If no resolution is reached, the proposal may be rejected.
- Proposals are subject to the Freedom of Information Act. The City cannot protect proprietary data submitted in proposals.
- Insurance Requirements: Successful proposers, who are invited to be included on the Shortlisted Pre-Qualified Consultants List, must furnish the City with the Certificates of Insurance proving coverage as specified in Appendix B, Insurance Requirements for Consultants, prior to City approval of the Master Agreement and/or its extension. No exceptions will be made to this requirement.

It is the proposer's responsibility to review these requirements carefully prior to submitting a proposal in response to this solicitation. Your response must indicate your familiarity with the insurance requirements and your willingness to comply with them as they are written. If you take any exceptions to the terms of the contract, these must be included in your proposal in writing. The City will consider this in determining responsiveness to the Request for Proposals.

APPENDIX A
TASK ORDER ____
BETWEEN THE
CITY OF SEBASTOPOL AND xxx
PROFESSIONAL SERVICES for
City Engineering Services

This Task Order is entered into under the terms and provisions of the On-Call Professional Services Agreement (“Master Agreement”) dated xxx 2025 between the City of Sebastopol and xx. (“Consultant”). The Scope, Fee Estimate and Schedule are summarized below and detailed on the Proposal dated xxxx and attached as Exhibit A.

SCOPE

xxx.

FEE ESTIMATE

Amount of this Task Order is not to exceed **\$50,000**.

A copy of the Consultant’s Fee Schedule is attached to the Proposal in Exhibit A.

SCHEDULE

This Task Order assignment is for services through December 31, 2025, or as may be extended by written mutual agreement.

Prior to incurring any costs in excess of this “Not to Exceed” amount, Consultant shall provide a written request for compensation for extra work, with an estimate of the additional anticipated cost. City assumes no responsibility for compensation of extra work performed by Consultant without prior notification and written approval of the City.

Prior to commencement of work, Consultant shall provide the required insurance and endorsements as amended and in accordance with the Master Agreement.

All other terms and conditions of the Master Agreement are hereby incorporated by reference and made a part of this Contract.

APPROVED:

CITY OF SEBASTOPOL

xxx.

Mary Gourley
Interim City Manager

xxx
Title

Date: _____

Date: _____

AGREEMENT FOR ON-CALL ENGINEERING SERVICES

THIS AGREEMENT, made and entered into on July 14, 2025 by and between the City of Sebastopol, located in the County of Sonoma, State of California (City), and GHD Inc. (Consultant), a California corporation. This Agreement for On-Call Professional Services is also commonly referred to as a "Master Agreement."

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with on-call engineering services.

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

A. Consultant agrees to perform the services set and made part of this Agreement.

B. The Consultant shall perform the services on an on-call basis as assigned, pursuant to a scope of work and fee proposal approved by both the City and Consultant (each a "Task Order"). The terms of this Agreement are incorporated into all such scopes of work. The on-call services may include, but are not necessarily limited to, the following:

- a) Civil – Grading, Drainage, Hydrology
- b) Civil – Streets, Utilities
- c) Civil – Water
- d) Civil – Wastewater
- e) Civil – Stormwater
- f) Traffic Engineering, Studies
- g) Structural Engineering
- h) Construction Management
- i) Land Surveyors, Mapping, Construction Staking
- j) Landscape Architecture, Parks and Recreation, Land Planning, Urban Design, Streetscape
- k) Bike and Ped Facilities
- l) Stormwater Management, Hydrology and SWPPP
- m) Capital Improvement Projects which may include Preliminary Engineering, Permits, Construction Documents, Bidding Assistance, Construction Support/Construction Management/Project Management.

C. City may from time-to-time have the need for other services not specifically listed in this Agreement for which Consultant has the necessary experience and capabilities to provide. City may authorize Consultant to perform such selected services on an as-needed basis.

SECTION 2 – PROJECT ASSIGNMENT

A. The City will award Task Order for each project based upon a scope of services, work schedule, and fee proposal submitted to the City on request, and subject to approval by the City. For any given project, the City may elect to contract with more than one consultant based upon their field of expertise.

B. Consultants are also encouraged to team with other pre-qualified consultants on project proposals where multiple disciplines are required.

SECTION 3 – TIME FOR COMPLETION

The time for completion of services shall be as identified in each approved Task Order work.

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 each approved Task Order.

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

A. Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

B. Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

C. Limitation of Indemnification. Notwithstanding any provision of this [Indemnification] to the contrary, design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional," as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

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

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit A, "Scope of Services", shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 18 – NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by facsimile or first class mail, addressed as follows:

To City: City Manager
City of Sebastopol
7120 Bodega Avenue
Sebastopol, California 95472

To Consultant: Matthew G. Kennedy, P.E. Principal
GHD
2235 Mercury Way, Suite 150
Santa Rosa, CA 95407

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or, if mailed, three (3) days after deposit in the custody of the U.S. Postal Service.

SECTION 19 – TERMINATION

A. City may terminate this Agreement, with or without cause, at any time by giving ten (10) days written notice of termination to Consultant. If such notice is given, Consultant shall cease immediately all work in progress.

B. If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.

C. Upon termination of this Agreement by either Consultant or City, all property belonging to City which is in Consultant's possession shall be delivered to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

SECTION 20 – ATTORNEY FEES

If litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing party.

SECTION 21 – ENTIRE AGREEMENT

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other 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

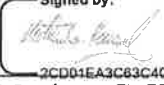
This Agreement is subject to the following special provisions: none.

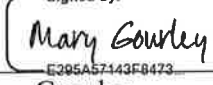
IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

Consultant:

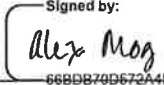
GHD

City:

By:  7/10/2025
 Name: Matthew G. Kennedy Date
 Title: P.E. Principal

By:  7/14/2025
 Name: Mary Gourley Date
 Title: Interim City Manager

Approved as to Form:

By:  7/10/2025
 Name: Alex Mog Date
 Title: City Attorney

