



City of Sebastopol

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: Community Development / Planning
Interim City Manager Mary Gourley

Responsible Department: Community Development / Planning

Subject: Approval to Adopt a resolution approving and authorizing Fehr & Peers, associated project consultant, to prepare and submit invoices to Caltrans for the City for work completed under the Caltrans Sustainable Transportation Grant. The City will compile and submit these invoices to Caltrans for processing and reimbursement in accordance with grant requirements. Further, authorize the City Manager to sign an amendment to the contract with Fehr & Peers in an amount not to exceed \$24,000.

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RECOMMENDATION:

That the City Council Adopt a resolution approving and authorizing Fehr & Peers, associated project consultant, to prepare and submit invoices to Caltrans for the City for work completed under the Caltrans Sustainable Transportation Grant. The City will compile and submit these invoices to Caltrans for processing and reimbursement in accordance with grant requirements. Further, authorize the City Manager to sign an amendment to the contract with Fehr & Peers in an amount not to exceed \$24,000.

EXECUTIVE SUMMARY:

On August 31, 2023, the City of Sebastopol was awarded a Sustainable Transportation Grant from the California Department of Transportation for the Sebastopol Main Street State Highways Subregional Planning and Core Redesign project. The grant amount is \$230,178, with a required local match of \$29,822, for a total project budget of \$260,000.

In 2024, the City entered into an agreement with Fehr & Peers to provide planning and traffic engineering services and to perform all work required for the Caltrans Sustainable Transportation Grant – Sebastopol Main Street Planning & Redesign Project.

PROCESS OF AGENDA ITEM:

1. If item remains on consent, no presentation of item is required. Item would be approved as a consent calendar item.
2. If item is removed from the consent calendar; item would be placed at the end of the regular agenda items for discussion following the process below:
 - a. Presentation of agenda item by Community Development
 - b. Questions and discussion from Councilmembers
 - c. Public comment period
 - d. Council deliberation and motion

BACKGROUND:

The consultant team and staff hosted a Fall workshop and a second workshop in May for the community that consisted of two presentations of the material that was presented to the Planning Commission in early May. The purpose of the workshop was to share the work done to date and gather input from the community to inform the selection of three alternatives to study in more detail. The workshop provided opportunities for community members to interact with the



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latest developments as part of the study. The consultant then presented their three recommended alternatives to the Planning Commission on July 8 with the goal of leaving that meeting with the three alternatives to study in more detail, and the specific metrics to use in determining the preferred alternative. The consultant team will return to the Planning Commission again to present the findings of the deeper analysis, with the intention that one of the three alternatives will be selected as the preferred alternative, and a conceptual design plan for that alternative will be created. Then the consultant team will develop the draft plan that includes a summary of all the work completed to date, the concept plan for the preferred alternative, and an implementation plan for the preferred alternative. This draft plan will then be presented to Council for comments. The plan will be finalized with the input from Council and will return with a revised version for adoption.

DISCUSSION:

The consultants are experienced with Caltrans grant requirements, eligible cost categories, and invoicing formats. Having the consultant prepare the invoices reduces risk of errors, delays, or rejected invoices that could jeopardize reimbursement to the City.

Approval of the resolution will:

- Authorize Fehr & Peers and any associated project consultants to prepare and submit detailed invoices to the City.
- Allow the City to compile and forward these invoices to Caltrans in accordance with grant guidelines.
- Ensure proper documentation, accountability, and timely reimbursement for grant-funded work.

This administrative step is necessary to maintain compliance with Caltrans requirements and ensure no delays in payment processing for project consultants.

STAFF (RESPONSIBLE DEPARTMENT) ANALYSIS:

The City Manager's Office recommends approval due to staffing shortages and the need to ensure uninterrupted project progress and compliance with grant administration requirements. Preparing Caltrans invoices for the Sustainable Transportation Planning Grant is best handled by the consultant, as they have direct knowledge of project tasks, costs, and reporting requirements. This ensures accuracy, consistency between progress reports and invoices, and compliance with Caltrans' detailed invoicing guidelines. It also reduces the administrative burden on City staff, minimizes the risk of rejected invoices or audit findings, and maintains a clear audit trail. City staff will continue to review and approve all invoices prior to submission, preserving fiscal oversight while making the most efficient use of resources.

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

Restoring public trust

Improve Public Communications



City of Sebastopol

1	Caltrans grant – Sustainable transportation	5					
ACTION PLAN				Timeline	Department Responsible	Constraints	Potential Costs to City Budget
Staff to create with consultant a proposed project and funding list.				Dec., 2025	Community Development	Staffing	Main Street STG Planning Grant Local Match for staff time of \$27,622 to be paid from Traffic Impact Fee Fund. FY24-25, local match estimated expenses of \$3,178 which leaves \$24,444 in FY25-26

This agenda item represents the General Plan as follows:

Improve traffic conditions in Downtown through reduced congestion, reduced speeds, and expanded facilities for bicycles and pedestrians. The Circulation chapter includes goals related to improving traffic conditions, with an emphasis on improved bicycle and pedestrian facilities, in the Downtown and Citywide.

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 public comment. If staff receives public comments 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 and will be posted to the city website.

FISCAL IMPACT:

There is no additional fiscal impact to the City's General Fund. All costs associated with consultant services will be reimbursed through the Caltrans Sustainable Transportation Grant, subject to the terms and conditions of the grant agreement. The grant awarded amount was \$230,178 with a local match of \$29,822 for a total of \$260,000. Staff is requesting utilization of the remaining local match to cover these services.

RESTATED RECOMMENDATION:

That the City Council Adopt a resolution approving and authorizing Fehr & Peers, associated project consultant, to prepare and submit invoices to Caltrans for the City for work completed under the Caltrans Sustainable Transportation Grant. The City will compile and submit these invoices to Caltrans for processing and reimbursement in accordance with grant requirements. Further, authorize the City Manager to sign an amendment to the contract with Fehr & Peers in an amount not to exceed \$24,000.

OPTIONS:

1. Deny the Agreement and provide further direction to staff. If item is removed from the consent calendar; item would be placed at the end of the regular agenda items for discussion.

ATTACHMENTS:

1. Resolution
2. Amendment to Contract
3. Scope of Work



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APPROVALS:

Department Head Approval:

Approval Date: 8/26/2025

CEQA Determination (Planning):

Approval Date: 8/26/2025

The proposed action is exempt from the requirements of the California Environmental Quality Act (CEQA)

Administrative Services (Financial):

Approval Date: 8/26/2025

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

Account Code (if applicable) _____

City Attorney Approval:

Approval Date: 8/26/2025

City Manager Approval:

Approval Date: 8/26/2025

**CITY OF SEBASTOPOL
RESOLUTION NO. _____-2025**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL APPROVING AND AUTHORIZING FEHR & PEERS, TO PREPARE AND SUBMIT INVOICES FOR THE CITY OF SEBASTOPOL TO COMPILE AND SUBMIT TO CALTRANS FOR WORK COMPLETED UNDER THE CALTRANS SUSTAINABLE TRANSPORTATION GRANT AND AUTHORIZING THE CITY MANAGER TO SIGN AN AMENDMENT TO THE CONTRACT

WHEREAS, on August 31, 2023, the City of Sebastopol was awarded a Sustainable Transportation Grant from the California Department of Transportation (Caltrans) for the Sebastopol Main Street State Highways Subregional Planning and Core Redesign project in the amount of \$230,178, with a local match requirement of \$29,822, for a total project budget of \$260,000; and

WHEREAS, in 2024, the City entered into an agreement with Fehr & Peers to provide planning and traffic engineering services, and to perform all work required for the Caltrans Sustainable Transportation Grant – Sebastopol Main Street Planning & Redesign Project; and

WHEREAS, in order to maintain compliance with Caltrans grant requirements and ensure timely reimbursement, it is necessary to authorize Fehr & Peers, to prepare and submit invoices directly to the City for compilation and submittal to Caltrans.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sebastopol hereby:

1. Approves and authorizes Fehr & Peers, to prepare and submit invoices to the City for work completed under the Caltrans Sustainable Transportation Grant – Sebastopol Main Street Planning & Redesign Project.
2. Directs the City to submit such invoices to Caltrans for processing and reimbursement in accordance with grant requirements.
3. Authorizes the City Manager to execute an amendment to the contract with Fehr & Peers to incorporate this authorization.

The above and foregoing Resolution was duly passed, approved, and adopted at a meeting by the City Council on the 2nd day of September, 2025.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the City of Sebastopol City Council by the following vote:

VOTE:

Ayes:

Noes:

Abstain:

Absent:

APPROVED: _____

Mayor Stephen Zollman

ATTEST: _____
Mary Gourley, Interim City Manager/City Clerk, MMC

APPROVED AS TO FORM: _____
Alex Mog, City Attorney

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 Fehr & Peers. (Consultant).

RECITALS:

- A. City desires to employ Consultant to furnish professional services in connection with the project.
- 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, “Scope of Services”, attached hereto and made a part hereof. Total compensation shall not exceed a total of \$24,000.00, 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 cause Consultant to be paid within 30 days of receipt of invoice. If any charges or expenses are reasonably 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 within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of completion of the project in accordance with the terms of this Agreement, 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 that it has the qualifications, experience and facilities necessary to perform the services required under this Agreement. In meeting its obligations under this Agreement, Consultant shall employ the care, skill, and diligence ordinarily utilized by persons engaged in providing services similar to those required of Consultant under this Agreement in the same or similar locale and under the same or similar circumstances to that of Consultant under this Agreement.

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

City may reasonably 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 rejection of Consultant's work shall be limited to work that is not in accordance with this Agreement, is defective, or contains errors. 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.

SECTION 8 – INDEMNIFICATION

A. Consultant shall indemnify and hold harmless City, its officers, officials, agents and employees from any and all claims, demands, suits, loss, damages, injury, and/or liability (including reasonable costs and expenses in connection therewith), to the extent arising out of, pertaining to, or relating to the negligent or intentionally wrongful act, or omission of Consultant, its officers, agents, employees and subcontractors, in Consultant's performance of its services under 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 officers, officials, agents and employees or any of them, to the extent arising out of, pertaining to, or relating to such negligent or intentionally wrongful act, or omission. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the Consultant shall meet and confer with other parties regarding unpaid defense costs.

B. 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 reasonably 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. However, in no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the Consultant shall meet and confer with other parties regarding unpaid defense costs. 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.

C. The provisions of this section do not apply to claims to the extent occurring as a result of the City's 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
7120 Bodega Ave
Sebastopol, California 95472

To Consultant: Fehr & Peers, Inc.
429 1st Street,
Suite 110
Petaluma, California 94592

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:

By: 
Name: Geoff Rubendall
Title: Principal

City:

By: _____
Name: Mary Gourley
Title: Interim City Manager

Approved as to Form:

By: _____
Name: Alex Mog
Title: City Attorney

Fehr & Peers

June 30, 2025

Emi Theriault, Community Development Director
City of Sebastopol
7120 Bodega Avenue
Sebastopol, CA 95472

Subject: Proposal for Sebastopol Main Street Redesign Project – Caltrans Invoicing

Dear Emi:

Fehr & Peers has prepared this scope of work and fee amendment to support the city in preparation of reimbursable packages to Caltrans as part of the FY2023–24 Sustainable Communities Grant program. Our proposed scope of work and fee estimate are described below.

Scope of Work

The work scope is divided into the following tasks.

Review Process and Procedures – Fehr & Peers will review the invoices and documentation submitted to Caltrans, included the contract agreement between Caltrans and the City. We will follow up with the City and Caltrans to clarify the process.

Revise Invoice #1 – Per discussions with Caltrans, Fehr & Peers will revise the invoice package for reimbursement for the time through grant award to end off the calendar year 2025. We will use the files provided by the City and request any additional documentation that may need to be compiled, including city payroll records should those be part of what the city intends to submit for reimbursement. We will put the package together and provide it to the City to formally submit to Caltrans.

Caltrans Follow Up – Fehr & Peers, with the city, will follow up with Caltrans to ensure Package #1 meets all the requirements from Caltrans. If changes or revisions are necessary to Package #1, we will make the edits.

Subsequent Invoices – After Package #1 has been approved, Fehr & Peers will develop subsequent packages for Caltrans approval. These include the following:

- Package #2: January, February, and March 2025
- Package #3: April, May, and June 2025
- Package #4: July, August, and September 2025
- Package #5: October, November and December 2025
- Package #6: January, February and March 2026

Quarterly Status Reports – Fehr & Peers will compile and prepare quarterly progress reports using the forms provided to us from the City and Caltrans. We will submit these to the City to send to Caltrans. These may be submitted with the invoice packages but may be sent separately as they have been completed.

140 Keller Street Petaluma, CA 94952

Fee

Fehr & Peers will perform this work for **\$24,000** to be billed on a time and materials basis according to the same terms and conditions for the Redesign project. We will submit the revised Package #1 within two weeks of authorization to proceed and all required paperwork needed to complete the first invoice package.

If the above scope of work and fee are acceptable to you, this letter can serve as our authorization to proceed with this effort. In that case, please return a signed copy of this letter to us.

We look forward to supporting this element of the project. If you have any questions or comments, please contact Geoff Rubendall at (415) 426-2522.

Sincerely,
FEHR & PEERS



Geoff Rubendall – Project Manager
Principal

ACCEPTED BY:

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____