



CITY OF SEBASTOPOL CITY COUNCIL
AGENDA ITEM REPORT FOR MEETING OF: April 7, 2026

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To: Honorable Mayor and City Councilmembers
From: Oriana Hart, Public Works Director
Responsible Department: Public Works
Subject: Authorization of Agreement for City Engineer Services and Designation of City Engineer

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RECOMMENDATION:

That the City Council adopt a Resolution to authorize the Interim City Manager to enter into an agreement with Moe Engineering, Inc. to provide City Engineer services and to authorize John Moe, PE, to act as City Engineer and to sign certain documents as City Engineer.

EXECUTIVE SUMMARY:

The City’s current Interim City Engineer, Mario Landeros, has informed the City that he will be retiring from his role of Sebastopol Interim City Engineer effective April 30, 2026, creating a need for a licensed Civil Engineer to perform the duties of the City Engineer. While the Public Works Director oversees department operations and reviews engineering work, certain functions, including reviewing and approving improvement plans, final maps, lot line adjustments, and other development documents are under the purview of the City Engineer. The estimated cost for City Engineer services for the remainder of the current fiscal year through June 30, 2026, is approximately \$9,000. For Fiscal Year 2026/27, \$50,000 has been included in the proposed budget to support ongoing City Engineer services. The proposed agreement is structured as an on-call professional services agreement, consistent with the City’s Request for Proposals, with services provided on an as-needed basis and expenditures subject to annual budget appropriations.

BACKGROUND:

The City has historically relied on contract City Engineers to perform functions requiring a licensed Professional Engineer. With the retirement of Mario Landeros from the Interim City Engineer role, the City no longer has a designated individual authorized to perform the duties of the City Engineer.

Under California law and agency requirements, certain actions such as signing improvement plans, certifying right of way documents, and approving engineering work must be performed by a licensed engineer. In addition, Caltrans will only accept signatures from City staff (including consultants with the designated title of City Engineer) provided a Resolution of signing authority to the City Engineer is adopted for documents pertaining to transportation grants.

Staff released a Request for Proposals (RFP) on November 6, 2025 to six (6) local firms who perform similar work. Proposals were initially due on December 4, 2025 but staff extended the due date to December 15, 2025 to encourage more interest from firms. No proposals were received by the due date.

In January 2026, staff contacted firms who have performed city engineering services for other cities in Sonoma County, namely GHD, Coastland, Green Valley and Moe Engineering to encourage interest in submitting a proposal to the City. All firms contacted, except Moe Engineering, indicated that they do not have a licensed engineer available to perform the work.



DISCUSSION:

Staff obtained a proposal from Moe Engineering, Inc. to provide City Engineer services in support of the Public Works Director. As outlined in the proposal, services include acting as City Engineer, providing technical engineering support, assisting with development and encroachment permit review, and supporting the review and approval of capital improvement projects, preparation of specifications, and attendance at project meetings. The agreement is consistent with the City's Request for Proposals, which contemplated a multi-year contract for City Engineer services. Work will be assigned on an as-needed basis, allowing the City to scale services depending on workload and available budget. This approach is common among smaller cities, which often utilize contract City Engineers to provide licensed engineering services. Several jurisdictions in Sonoma County, including Cloverdale and Cotati, operate under this model.

Under this structure, the Public Works Director will oversee department operations, projects, and engineering review, with Moe Engineering providing licensed engineering support. John Moe, PE, will serve as the City Engineer and will be responsible for certification and signature of engineering documents as required.

Approval of the proposed agreement and authorization of John Moe as City Engineer will ensure that the City can continue to advance development applications, deliver capital projects, and meet Caltrans and other regulatory requirements without interruption.

STAFF ANALYSIS:

The City requires ongoing access to licensed engineering services to maintain compliance with regulatory requirements and to support infrastructure and development activities. Moe Engineering has experience providing municipal engineering services and has the capacity to provide City Engineer services on an as needed basis. The proposal is structured to support the Public Works Director in overseeing operations, development review, and capital improvement projects, with flexibility to scale services based on workload. This approach allows the Public Works Director to maintain oversight of engineering work and project delivery while providing access to licensed engineering expertise without the need for a full-time City Engineer position. Authorizing John Moe to serve as City Engineer ensures that required documents can be certified and signed without delay, including those associated with state and federal funding.

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:

The estimated cost for City Engineer services for the remainder of the current fiscal year is approximately \$9,000, and sufficient funds are available within the Public Works Engineering operating budget. For Fiscal Year 2026/27, \$50,000 has been included in the proposed budget to support ongoing City Engineer services. Actual expenditures will be based on workload and authorized on an as-needed basis.



The agreement does not establish a fixed total contract amount; instead, services are provided on a time and materials basis and are controlled through annual budget appropriations. Development review services will be cost recovered and billed to applicants, and costs associated with capital improvement projects will be incorporated into individual project budgets.

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 adopt a Resolution authorizing the City Manager to execute an agreement with Moe Engineering, Inc. to provide City Engineer services and to authorize John Moe, PE, to act as City Engineer and sign engineering documents and related forms on behalf of the City.

CITY COUNCIL OPTION(S):

The City Council may choose not to approve the proposed agreement. Under this option, the City would not have a designated licensed City Engineer to certify and sign engineering documents, which may delay capital improvement projects, development review, and processing of state and federal grant documentation.

ATTACHMENTS:

- 1-Resolution
- 2-Proposal Moe Engineering
- 3-RFP for City Engineering Services dated 11/4/25
- 4-Addendum 1 to RFP

APPROVALS:

Department Head Responsible for Agenda Item: Approval Date: 3/19/2026

CEQA Determination (Community Development/Planning): Approval Date: NA

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

Administrative Services (Financial): Approval Date:

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

Account Code: 100-41-07-4210

City Attorney Approval Approval Date: 3/25/26

City Manager Approval Approval Date: 3/27/26

**RESOLUTION NUMBER: XXXX-2026
CITY OF SEBASTOPOL**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT WITH MOE ENGINEERING, INC. FOR CITY ENGINEER SERVICES AND AUTHORIZING JOHN MOE, PE, TO ACT AS CITY ENGINEER AND SIGN ENGINEERING DOCUMENTS AND FORMS ON BEHALF OF THE CITY.

WHEREAS, the City requires licensed engineering services to review, certify, and sign engineering documents, plans, and related materials in support of City operations, development review, and capital improvement projects; and

WHEREAS, the City’s Interim City Engineer is retiring, creating the need to designate a licensed Professional Engineer to perform required City Engineer functions; and

WHEREAS, the City has obtained a proposal from Moe Engineering, Inc. to provide City Engineer services; and

WHEREAS, the Public Works Director will oversee department operations, projects, and engineering review, with Moe Engineering providing licensed engineering support and certification services; and

WHEREAS, the California Department of Transportation requires City Council authorization for a consultant to act as City Engineer and sign grant related documents on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sebastopol does hereby authorize the Interim City Manager to execute an agreement with Moe Engineering, Inc. to provide on-call City Engineer services, with compensation subject to annual budget appropriations.; and

BE IT FURTHER RESOLVED that the City Council designates John Moe, Professional Engineer, as City Engineer for the City of Sebastopol, authorized to review, certify, and sign engineering documents, plans, right of way certifications, and related forms on behalf of the City, including documents required by state and federal agencies; and

BE IT FURTHER RESOLVED that the City Council authorizes John Moe, PE, to sign forms and documents required for submission to and approval by the California Department of Transportation and other regulatory agencies.

The above and foregoing Resolution was duly passed, approved, and adopted at a meeting by the City Council on the 7th day of April 2026 by the following vote:

VOTE:

Ayes:

Noes:

Absent:

Abstain:

APPROVED: _____

Mayor Jill McLewis

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

APPROVED AS TO FORM: _____
Alex Mog, City Attorney



2950 Montecito Avenue
Santa Rosa, CA 95404
(707) 544 - 6274

March 9, 2026

City of Sebastopol
Attn: Mary Gourley, Interim City Manager
7120 Bodega Avenue
Sebastopol, CA 95472

Subject: Proposal for General City Engineering Services
City of Sebastopol, CA

Dear Mary:

We are pleased to provide this proposal for General City Engineering Services for the City of Sebastopol. We understand that the scope of work will consist of the following 3 categories:

- **Part 1 – Performing duties as City Engineer**

This scope of work includes:

- Day to day operations such as attending meetings as requested;
- Responding to requests for inquiries;
- Minor development and encroachment permit reviews (not covered under the City's cost recovery program);
- Meeting in the Public Works office as needed and upon mutual verbal agreement;

Duties performed as City Engineer will be provided by John Moe, Civil Engineer No. C 48460, California.

Estimated hours is 4 hours per week.

The hourly rate for Part 1 services will be categorized as "Senior Engineer" as shown on the Moe Engineering Fee Schedule (attached)

- **Part 2 – Development Review Services**

This scope of works includes:

- On-call as requested by the city, for development review services under the city's cost recovery program for medium and large developments including review of improvement plans, final maps, parcel maps, lot line adjustments/mergers, and associated documentation;

- Encroachment permits that are covered under the City’s cost recovery program.

Duties requiring a licensed land surveyor will be provided by John Moe, Land Surveyor No. L 8400, California.

Moe Engineering has the capacity to provide a minimum of 4-6 hours per week, understanding that the hours will vary depending on the development review required.

The hourly rate for Part 2 services will be categorized as “Principal Engineer” as shown on the Moe Engineering Fee Schedule (attached)

Part 3 – Engineering Services for Capital Improvement Projects (CIP)

This scope of work includes:

- Preparing “front end” specifications
- Review and approval of CIP projects designed by others
- Attending progress meetings as the City Engineer for the City of Sebastopol

Estimated hours is 4 to 6 hours per week.

Travel expenses for attending meetings is estimated to be 20 miles (round trip) at the IRS standard mileage rate.

The hourly rate for Part 3 services will be categorized as “Principal Engineer” as shown on the Moe Engineering Fee Schedule (attached)

Additionally, we understand that John Moe will be assigned the title of “City Engineer” for the City of Sebastopol. The hourly rate will be categorized as “Principal Engineer” (except as noted above under Part 1, which is an hourly rate categorized as “Senior Engineer”) as shown on the Moe Engineering Fee Schedule (attached). Our engineering team consists of the following individuals:

1. John Moe, PE, LS – Principal Engineer
2. Nathan Valles, PE – Senior Engineer
3. Kevin McDonnell, PE – Senior Engineer
4. David Silzle, EIT – Associate Engineer/Inspector or Assistant Engineer
5. Joshua Moe – Drafting Technician
6. Jeannette Moe – Administrative Support

Moe Engineering is prepared to start the above scope of services upon notice by the City of Sebastopol.

Moe Engineering is also available to provide design and inspection services for special capital improvement projects, upon request and by separate task order.

If you have any questions or would like clarification of the proposed services, please feel free to contact me. Thank you for the opportunity to provide this proposal for General City Engineering Services. We look forward to working with the City of Sebastopol.

Sincerely,

A handwritten signature in blue ink that reads "John Moe". The signature is written in a cursive style. To the right of the signature is a vertical yellow line.

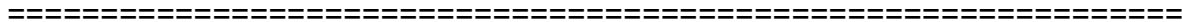
John L. Moe, PE, President
Moe Engineering, Inc.

Attachment: Moe Engineering Fee Schedule



FEE SCHEDULE

Effective 2026



Principal	\$261.00/hour
Senior Engineer	\$228.00/hour
Land Surveyor	\$228.00/hour
Associate Engineer/Inspector	\$197.00/hour
Assistant Engineer	\$176.00/hour
Engineering/Survey Technician	\$163.00/hour
Drafting Technician	\$143.00/hour
Administrative Support	\$ 100.00/hour
Field Survey Crew (2-person)	\$391.00/hour

All charges and fees including subconsultant fees, cost of prints, copies, travel, telephone toll charges and other non-labor related expenses paid by this firm to others on behalf of the client shall be billed at the cost of the charge or fee plus 15% handling and accounting fee. All invoices are due within 30 days of the date of the invoice.

Annual rate escalation will be calculated at 3% on a calendar-year basis.

City of Sebastopol

REQUEST FOR PROPOSALS
FOR

CITY ENGINEERING SERVICES

Due Date: December 4, 2025 at 5:00 P.M.



PUBLIC WORKS DEPARTMENT
714 JOHNSON STREET
SEBASTOPOL, CA 95472

Phone: 707-823-2151

Approved for Release:

Signed by:

Mary Gourley

E295A37143F8473...

Mary Gourley, Interim City Manager

November 06, 2025

Date

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SECTION 1. INTRODUCTION

The City of Sebastopol is soliciting Proposals from qualified local engineering firms and/or contract engineers to provide professional city engineering services to the City of Sebastopol for a three (3) year period with one-year extensions, as approved, for a maximum period of five (5) years from the date of appointment by the City Council.

SECTION 2. DESCRIPTION OF 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

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, Committee, 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 assigned city engineer role and key team members who may provide support. Discounted rates for the assigned key team members are encouraged. 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

If you are selected and your firm does not currently have a valid Master Services Agreement with the City, you will be required to enter into a Professional Services Agreement (see Appendix B). Please review Standard Terms and Conditions in Section XII.

If your firm is selected and has a valid Master Services Agreement, you will not be required to enter into a Professional Services Agreement with the City, but will be contracted through a Task Order agreement.

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
Notice to Proceed

January 6, 2026 (est.)
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

- a. Proposals should not exceed 10 pages in length, excluding cover letter, dividers, appendices, and resumes.
- b. Proposals and cover letter must be signed by the individual who is authorized to execute the Contract, should your firm be selected.
- c. 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. The Proposal shall specifically state that the assigned city engineer is available to the City to meet the requirements of the work, and a commitment to meet the three (3) year initial term.
- d. Proposals shall include documentation demonstrating that the firm has contracted directly with public agencies located in Northern California within the last five (5) years.
- e. Documentation for each referenced project or city engineer assignment included in your proposal shall include information in the format shown below:
 1. Client Name
 2. Project Name and Description, including if construction project was funded with federal aid grant funds
 3. Project Start and End Dates
 4. Client Project Manager Name, Phone Number, and email address
 5. Key Consultant team members and their role/title
- f. 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 Services for the city engineering assignment.
- g. Proposals shall include your firm's general billing information as follows:
 1. Schedule of hourly billing rates, including any special rates offered to public agencies.
 2. For purposes of this RFP, assume 10 hours per week of city engineer time, excluding support staff to determine availability of the assigned city engineer.
- h. Percentage markup for reimbursable expenses.
 1. 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

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

Attn: Mary Gourley, Interim City Engineer
Sebastopol City Hall
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 (note Fridays are non-business days for the City). Your email question should include in the Subject Line: “Questions re. RFP for City Engineering Services”. Questions via phone call may be made to Toni Bertolero, Public Works Engineer at (707) 239-2761.

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:

- a. Responsiveness to this RFP and understanding of project and clarity of proposal. (15 points)
- b. Proposal documentation of demonstrated relevant experience. (15 points)
- c. General qualifications and experience of the firm and the assigned Contract City Engineer. (60 points)
- d. 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

- a. This RFP does not commit the City to award a contract or to pay any costs incurred for any services.
- b. The City, at its sole discretion, reserves the sole right to determine which consultants are ultimately included in the Pre-Qualified Consultants List.
- c. All proposals will become the property of the City of Sebastopol. Any proprietary information contained in the proposal should be clearly identified as such.
- d. 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
- e. The cost for developing the proposal is the sole responsibility of the proposer. All proposals submitted become the property of the City.
- f. 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.
- g. Proposals are subject to the Freedom of Information Act. The City cannot protect proprietary data submitted in proposals.
- h. 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 Proposal.



APPENDIX A

City of Sebastopol

Insurance Requirements for Consultants

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.

AGREEMENT FOR PROFESSIONAL SERVICES

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

RECITALS:

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

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, Proposal dated [date], attached hereto and made a part hereof. Total compensation shall not exceed a total of \$[amount], unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the work performed, and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the services performed to date and that it is probable that

the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

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

SECTION 5 – STANDARD OF PERFORMANCE

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

Other Insurance Provisions

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

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

Consultant hereby grants to the City of Sebastopol a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Sebastopol by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Sebastopol has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sebastopol for all work performed by the Contractor, its employees, agents, and subcontractors.

Self-Insured Retentions

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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

SECTION 8 – INDEMNIFICATION

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

brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

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

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

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

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

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

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

SECTION 10 – CONFLICTS OF INTEREST

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

written consent of the City Manager. Consultant agrees to at all times avoid conflicts with the interests of City in the performance of this Agreement.

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – RECORDS

A. Records of Consultant's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting

basis and made available to City if and when required for a period of up to 3 years from the date of Consultant’s final invoice.

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

SECTION 17 – COOPERATION BY CITY

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: [Consultant Name]
[Address]
[City, State, Zip Code]

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

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.

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.

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.

City:

Consultant:
[Company]

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

By: _____
Name: [Name] Date
Title: [Title]

Approved as to Form:

By: _____
Name: Alex Mog Date
Title: City Attorney

**CITY OF SEBASTOPOL
REQUEST FOR PROPOSAL
FOR CITY ENGINEERING SERVICES**

Addendum No. 1

The City of Sebastopol is soliciting proposals for professional services for City Engineering Services.

The RFP was issued on November 6, 2025 and this Addendum provides for additions and clarifications to the RFP as noted below:

1. The Proposal due date is revised to December 15, 2025, 5:00 P.M.
2. Revise Section 1, Introduction, to read as follows: The City of Sebastopol is soliciting Proposals from qualified local engineering firms and/or contract engineers to provide professional city engineering services to the City of Sebastopol for a two (2) year period with one-year extensions, as approved, for a maximum period of five (5) years from the date of appointment by the City Council. Other alternative arrangements for period of time may be presented in your Proposal for the City's consideration.
3. Add the following sentence at the end of Section 2, Scope:

If selected, the assigned Contract City Engineering firm, will have the exclusive right to present proposals for the City's approval for future engineering studies, construction management, and engineering design services when such work is determined necessary by the City, provided the Task Order for said engineering service to be provided is less than \$50,000.

Approved by:


Name, Title

November 25, 2025
Date