

City of Sebastopol

REQUEST FOR PROPOSALS
FOR ENGINEERING SERVICES FOR
SEWER SYSTEM MASTER PLAN (CIP #0615-21.01)
Proposal Due Date: January 15, 2026, 5:00 P.M.



Approved for Release:



Toni Bertolero, Public Works Engineer

December 15, 2025

Date

PUBLIC WORKS DEPARTMENT
714 JOHNSON STREET
SEBASTOPOL, CA 95472
engineering@cityofsebastopol.gov
Phone: 707-823-2151

I) BACKGROUND

The City of Sebastopol is soliciting proposals from qualified engineering firms for the Sewer System Master Plan Update (Project). The update shall ensure the City has adequate sewer system facilities and infrastructure to support the City's current population and future growth.

The City operates a sanitary sewer system that serves an estimated population of 7,400 in a 4.4 square mile service area. The City owns and operates the sewer collection system consisting of 30 miles of gravity sewers, 2.7 miles of force mains, and two pump stations. The City is a member agency of the Santa Rosa Subregional Wastewater System, responsible for the conveyance, treatment and disposal of all sewage discharged into the City's sewer system.

Master Plans should be updated every 5 years and the City's sewer system master plan was last prepared in 2005. The project goal is to develop a comprehensive sewer system master plan that enables the City to strategize planning and budgeting efforts to implement sewer system improvements in order to maintain a system that meets high level of collection and conveyance reliability and efficiency for current demands, future growth, and emergency situations.

Beginning in 2015, the City committed to a goal of evaluating the condition of their entire sewer system and acquired the services of Michael Baker International to provide an inspection and condition assessment. The work included inspecting the sewer manholes, an internal inspection of the pipelines by CCTV, and a thorough engineering evaluation of the field data compiles in a report that provides the results of the inspection and evaluation of ten (10) areas in the city.

In 2019, the California River Watch (CRW) sent the City a Notice of Violation and Intent to File Suit and in 2020, the City entered into a Settlement Agreement with CRW and agreed to various terms, including adopting and implementing a Condition Assessment Cycle and repairing and reinspecting all pipe segments within 200 feet of Zimpher Creek and Calder Creek for pipes with a PACP structural rating of 4 or 5 within 10 years of the agreement. A copy of the agreement can be found on the City website: bit.ly/CRW

In 2020, the City approved a Sanitary Sewer Management Plan (SSMP) and a copy of the document can be found on the City website: bit.ly/SSMP

In 2021, the City acquired a contractor to perform inspections of sewer mains and developing pipe ratings for the various main lines, consistent with the program identified in the 2020 SSMP.

This RFP is for engineering services for the Project generally described in paragraph II below. This project has an approved budget of \$150,000 for the preparation of the Sewer Master Plan Update.

II) DESCRIPTION OF PROJECT

This project will update the 2005 Sewer System Master Plan, incorporate the repair and replacement projects identified in the 2015 Michael Baker study, the 2020 SSMP, the 2021 sewer main inspections, and update the City's sewer system GIS, and develop a 5- and 10-year Capital Improvement Program (CIP).

Information pertaining to the City’s existing sewer system and pertinent background information can be found via the following links:

- 2005 Sewer Master Plan: [bit.ly/2005 SMP](http://bit.ly/2005SMP)
- City’s sewer map: bit.ly/SewerMaps
- Sanitary Sewer Management Plan 2020: bit.ly/SSMP
- PowerPoint slide presentation from the City Council presentation on October 15, 2024 describing the current system and notable deficiencies: bit.ly/NotableDeficiencies
- City’s current 5-year CIP: bit.ly/CIPSeb
- 2021 Sewer Main Inspections by Michael Baker, Project 10 Cover, TOC, Executive Summary, and Project Summary: bit.ly/InspectionsMBaker

If you would like to view “2015 CCTV Studies” performed by Michael Baker or obtain all 10 projects for the “2021 Sewer Main Inspections,” please contact Elissa Overton in the Sebastopol Engineering Department at engineering@cityofsebastopol.gov or (707) 823-2151 to provide us with a thumb drive or discuss a large file transfer system to copy over the documents.

The updated plan will include a hydraulic modeling and system capacity analysis for the entire city and identify a 5- and 10-year Capital Improvement Program (CIP) to upgrade system deficiencies. The master plan will serve as a guideline for the City’s water system CIP.

III) SCOPE

The selected Consultant must provide and identify an experienced project team who has successfully delivered services on similar projects. The Consultant will prepare an approach and a detailed scope of work that leverages the City’s existing information and studies that have already been completed to prepare the Sewer Master Plan Update within the City’s limited Project budget. The general scope of services include:

Scope

- Project management and informal progress review meetings
- Formal Public Meetings (up to 3)
- Data collection and review of existing documents
- Inflow/infiltration reduction program/strategy/approach
- Discussion of near term regulatory requirements
- Master planning
- Preparation of a 5- and 10-year CIP including prioritization and cost estimates
- Draft and Final Report

The Proposer shall include an Approach to the Work, and a Detailed Scope of Work in their Proposal.

IV) FEE ESTIMATE

A detailed breakdown of fees, by task, shall be provided in spreadsheet format in a separately sealed envelope.

V) 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 and Purchase Order issued by the City.

VI) SCHEDULE

The Request for Proposals (RFP) was released 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 thirty (30) days 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.

Preliminary schedule:

Release of RFP	See date on front cover
Proposals Due	See date on front cover
Proposal Review/Selection	30 days from Proposal due date
Council Approval	February 2026 (est)
Notice to Proceed	Date when fully-signed contract is executed

VII) 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.

VIII) GUIDELINES FOR PROPOSALS

- a. Proposals should not exceed 15 pages in length, excluding cover letter, dividers, appendices, and summary resumes (no more than one page per person).
- b. Proposals must be signed by the individual who is authorized to execute the Professional Services Agreement or Task Order, should your firm be selected.
- c. Proposals shall include documentation demonstrating that the firm has contracted directly with public agencies located in California within the last five (5) years and successfully completed a minimum of three (3) projects of similar scope and size.
- d. Documentation for each referenced project 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 including assigned project manager, Lead design engineer, and finance/grant specialist
- e. Proposals shall include a summary section describing your understanding of and approach to the proposed project assignment identified in this RFP, and a detailed Scope of Work to complete the project.
- f. Proposals shall include your firm's general billing information as follows:
 - 1) Schedule of hourly rates, including any special rates offered to public agencies, and prevailing wage rates as appropriate.
 - 2) Travel-time charge-out policy (please see item #5 below).
 - 3) Vehicle or equipment charge-out policy.
 - 4) Percentage markup for reimbursable expenses.
 - 5) 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.

IX) 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 three (3) paper copies of proposal, one of which is unbound, in a sealed envelope addressed to:

Attn: Elissa Overton, Engineering Technician II
Sebastopol Public Works Department
714 Johnson Street
Sebastopol, CA 95472
RE: RFP for Sewer System Master Plan Update

The Fee Estimate, as described in Section IV, shall accompany the Proposal. Proposals shall be submitted in person, or by mail, or delivery service by the due date stated on the front cover of this RFP. In addition to the paper copies, please submit a PDF copy of the Proposal (excluding the Fee Estimate) to engineering@cityofsebastopol.gov. Office hours for receipt of Proposals are:

Monday – Thursday, 7:30 a.m. – 5:00 p.m.
Offices are closed on state and federal holidays

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

X) QUESTIONS

Questions regarding this RFP or its requirements may be submitted, preferably by email, to: engineering@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 SSMP Update". Questions via phone call may be made to Elissa Overton at (707) 823-2151.

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.

XI) EVALUATION CRITERIA

The City's consultant evaluation and selection process is based upon "Qualifications Based Selection" (QBS) for professional services. Fees will be reviewed and discussed with "short listed" proposers. Interviews will be conducted by the City with "short listed" proposers.

The following criteria will be used in evaluating the proposals:

- a. Responsiveness to solicitation and understanding of project.
- b. Proposal documentation of demonstrated relevant experience, particularly with sewer system master planning for agencies/districts of similar size.
- c. General qualifications and experience of the firm, project manager, lead engineer, and other key individuals assigned to projects.
- d. Creative and clear approach to meeting project goals within the project budget.

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 three (3) City staff from one or more of the following departments: Public Works, Planning, City Administration, and 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, including the Project Manager and the Lead Engineer.

A Notification of Intent to Award will be sent to the consultant selected. Award is contingent upon the successful negotiation of final contract terms contained in the Master Services Agreement or Professional Services Agreement, 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.

XII) 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 California Public Records 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 A. No exceptions will be made to this requirement.

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

APPENDICES:

- A. Insurance Requirements
- B. Professional Services Agreement

RESOURCE LINKS

- [California River Watch Agreement](#)
- [2020 Sanitary Sewer Management Plan \(SSMP\)](#)
- [2005 Sewer Master Plan](#)
- [Sewer System Maps](#)
- [2024 Notable Deficiencies Presentation](#)
- [Current 5-year CIP](#)
- [RFP Link](#)
- [Excerpt from Michael Baker CCTV, Project 10](#)

Also Available

- 2015 Michael Baker Studies, Projects 1-10
- 2021 Sewer Main Inspections



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.

APPENDIX B

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

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