



**REQUEST FOR PROPOSALS (RFP) R164706
Environmental Impact Report - The Woodlands**

**Project Date Issued
December 20, 2023**

**RFI/Questions Period Closes January 19, 2024 at 5:00 PM
PST
(via PlanetBids Only)**

**Proposal Submittal Due Date
February 2, 2024 @ 5:00 pm PST**

**To
PlanetBid Electronic Response Only**

CITY OF SANTA ROSA
Request for Proposals – Environmental Impact Report for The Woodlands

KEY ACTION EVENTS AND DATES

RFP responses must be received via Planet Bids by **5:00 p.m.** on **Friday, February 2, 2024**. The City shall not be responsible for any delays on delivery.

This Request for Proposal will be governed by the following estimated schedule, subject to change:

Release of RFP	December 20, 2023
Q & A Inquiries or Questions	January 19, 2024 at 5:00 p.m. PST
Proposals Due Date	February 2, 2024 by 5:00 p.m. PST
Contractor Interviews (if applicable)	TBD Week of February 19, 2024
Proposal Evaluation Completed	February 29, 2024
Agreement Document Processing	March 1, 2024

(The City reserves the right to change schedule of events without prior notice or responsibility to Proposer.) Changes, if any, will be communicated via PlanetBids.

Inquiries or Questions and/or Requests for Clarification

Any firm interested in submitting an RFP must address any questions or requests for clarification of the RFP via the PlanetBids website during the open period as outlined in Key Action Events and Dates. Questions will only be accepted through PlanetBids. Any City response to questions posed during the open period will be distributed per the schedule, and if responses result in a change to the RFP, it will be made in the form of an addendum to the RFP and will be distributed via PlanetBids.

GENERAL INFORMATION

1. PURPOSE

The City of Santa Rosa is seeking proposals from qualified and experienced Environmental Consultants to provide supportive services in accordance with the Scope of Services and Specifications indicated herein.

2. BACKGROUND

The City of Santa Rosa is preparing an Environmental Impact Report (EIR) for The Woodlands project (Project) located at 3313, 3320, 3322, 3324, 3325, 3327, 3336, 3400, 3410, 3420, 3430 Chanate Road, Santa Rosa. (APNs 173-130-038, 180-090-001, 180-

090-002, 180-090-003, 180-090-004, 180-090-005, 180-090-006, 180-090-008, 180-090-009, 180-090-010, 180-090-029)

PROJECT DESCRIPTION

The City of Santa Rosa needs to evaluate the environmental impacts associated with the proposed General Plan Amendment and Rezoning of a 71.62-acre former government and medical campus, which is currently vacant.

The project site is located along both sides of Chanate Road and Cobblestone Drive, west of Hidden Valley Drive, north of Rolling Hill Drive, and east of Sycamore Avenue and Nielsen Court, in the City of Santa Rosa. The project site is divided into three distinct neighborhoods: Neighborhood A, B, & C, and they are currently designated as Public institutional in the Santa Rosa General Plan 2035 and are zoned PI – Public Institutional. The applicant proposes the following changes:

	Proposed General Plan Designation	Proposed Zoning
Neighborhood A	Medium Low Density Residential	R-2-SR (Medium Density Multi-Family Residential – Scenic Road)
Neighborhood B	Medium Density Residential	R-3-18-SR (Multi-Family Residential – Scenic Road)
Neighborhood C	Low Density Residential	R-1-6-SR (Single-Family Residential – Scenic Road)

The EIR will also analyze a Zoning Code Text Amendment of Section 20-28-050 (-SR Scenic Road Combining District) of the City’s Zoning Code. The Santa Rosa General Plan 2035 designates Chanate Road, from Mendocino Avenue to Fountaingrove Parkway, as a “scenic road.” The –SR Scenic Road combining district is intended to enhance and preserve the natural and constructed features that contribute to the character of scenic roads. At the City’s request, the applicant also submitted a Zoning Code Text Amendment to modify City Code Section 20-28.050 - Scenic Road (-SR) Combining District to codify development requirements to maintain and enhance the scenic character of Chanate Road. If the project site is rezoned, it will include all project parcels within the –SR Scenic Road Combining District.

In addition, there are currently four active uses remaining on the Project site, including the County Morgue, a Public Health Laboratory, a bird rescue, and a women’s shelter, as well as a small cemetery. The applicant is proposing to demolish all buildings but is not currently proposing any new construction. The original hospital building was built in the 1870s and is included in the proposed demolition. The applicant proposes to amend the current General Plan Land Use designation and rezone the property to accommodate future residential development.

EXISTING INFORMATION

On October 30, 2023, City staff mailed AB52 letters to the local Tribes and on October 26, 2023, mailed certified letters to the Tribes in accordance with SB18. On November 2,

2023, the Federated Indians of Graton Rancheria requested consultation per SB18. On November 16, 2023, the Lytton Rancheria also requested consultation per SB18.

The applicant team submitted a project description for the Project to City staff and it has been referred to various internal departments and external agencies for review. A full EIR is requested; no initial study has been completed, but the applicant has completed or has initiated the following studies:

Current/Ongoing Studies

- Arborist - John Meserve
- Biological - Charlie Patterson
- Traffic – W-Trans – Dalene Whitlock
- Geotech - Bauer

Older Studies that may need updates

- Historic Cultural Resources - Tom Origer
- Site Analysis - CES & Kleinfelder

Due Diligence Studies

- Select decommissioning and demolition estimates

EIR BUDGET & SCHEDULE

The EIR budget will be determined by the selected firm's bid. The City anticipates that the EIR process will start in February 2024 and is targeted for completion no later than August 2025. The City's expectation is that the EIR preparation will meet the schedule and budget.

3. SCOPE OF SERVICES

REQUIRED STUDIES

Areas of specific analysis in the EIR shall include, but not be limited to, an evaluation of the following:

- **Aesthetics:** potential impacts to visual quality;
- **Agricultural & Forestry Resources:** potential impacts to agricultural and forestry land;
- **Air Quality:** potential construction and operating impacts on air quality;
- **Biological:** potential construction and long-term impacts on biological resources, including special status plants and species;
- **Cultural Resources:** potential impacts to cultural and historic resources;
- **Geology/Soils:** geologic and seismic conditions including addressing ground shaking and liquefaction potential from earthquakes;

- **Greenhouse Gas Emissions:** potential impacts from greenhouse gas emissions. (While analysis of this topic is evolving, the EIR should include the most current thinking and practices in this area.);
- **Hazards & Hazardous Materials:** potential impacts due to hazards and hazardous materials and Emergency Response and Evacuation;
- **Hydrology/Water Quality:** potential impacts on hydrology and water quality including analysis of the storm water system and potential flooding impacts;
- **Water/Wastewater:** potential construction and operational impacts to water and wastewater systems, water supply and wastewater capacity;
- **Land Use/Planning:** existing land use and development patterns as well as the Project's consistency with adopted City plans and policies, including the General Plan Housing Element;
- **Mineral Resources:** potential impacts to mineral resources;
- **Mitigation Measures:** develop legally adequate mitigation measures, as required by CEQA;
- **Noise:** potential construction and Project related impacts on ambient noise levels;
- **Population, Housing and Employment:** potential impacts on projected population, housing and employment;
- **Public Services:** potential impacts to public services including schools, solid waste disposal, police, fire, and utilities;
- **Recreation:** potential impacts on existing neighborhood facilities and regional parks;
- **Traffic Impact Analysis:** potential impacts to the existing and proposed roadway system, existing and proposed bikeway network, transit systems (bus and commuter rail) and pedestrians. [The analysis shall utilize the city-wide computer traffic model which is maintained by the Sonoma County Transportation Authority and include the LOS (Level of Service) and VMT (Vehicles Miles Traveled) models. Corridor levels of service should be determined for regional/arterial streets.];
- **Tribal Cultural Resources:** potential impacts on tribal cultural resources;
- **Utilities/Service Systems:** potential impacts on the City's current utilities and services including, but not limited to, wastewater and storm water treatment facilities as well as solid waste and landfill capacities, water availability, water pressure, and fire hydrants;
- **Wildfire:** Addresses potential impacts related to wildfire including lands within or near State Responsibility Areas (SRAs) and lands classified as very high fire hazard severity zones.
- **Mandatory Findings of Significance:** potential impacts to the quality of the environment through elimination of habitat for flora and fauna, including analysis of the important history or prehistory of the area and whether the Project will have substantial adverse effects on human beings; and

- **Baseline:** Given the historical uses of the site, including medical and institutional services, the EIR should also include a robust, separate, and specific section documenting and establishing the baseline conditions for the Project. In addition, there are currently four active uses remaining on the site including the County Morgue, a Public Health Laboratory, a bird rescue, a women's shelter, as well as a small cemetery.

In addition, the EIR should include a discussion of growth-inducing and cumulative impacts as well as significant, unavoidable impacts, if any. The EIR should analyze the maximum allowable density, including any allowable density bonus. The EIR should also include a reasonable range of alternatives that meet the Project's objectives including the "No Project" alternative. A Mitigation Monitoring and Reporting Program shall also be developed.

CONSULTANT TASKS

The Consultant will be required to perform/deliver the following:

- **Regular Check-In Meetings with City Staff and the Applicant Team:** The consultant will be expected to participate in regular check-in meetings (frequency, day, time and location to be determined) to ensure that the project remains on track and any issues are addressed in a timely manner;
- **Notice of Preparation & Notice of Scoping Meeting:** prepare notices to responsible agencies, trustees, and interested agencies as well as to a City mailing list comprised of property owners and occupants within 1,000 feet of the Project, as well as interested parties;
- **Conduct Scoping Session:** provide necessary graphics and an informational handout summarizing the proposed Project and potential environmental impacts, as well as sign-in sheets and comment cards for use at the scoping meetings. The meeting will be conducted during evening hours for members of the public. The consultant will be expected to be present at the meeting (in-person, not virtual) to present the relevant information and respond to comments on the EIR process. The consultant will also be expected to prepare a summary of the verbal and written comments made at the scoping sessions as well as the written comments submitted in response to the notices;
- **Consultations with other agencies and/or tribes, as requested by the agencies or applicant:** SB18 Consultation
- **Administrative Draft EIR:** prepare and distribute five (5) hard copies of the Administrative Draft EIR as well as one (1) PDF copy downloadable/SharePoint link;
- **Notice of Availability/Notice of Public Hearing:** prepare the Notice of Availability/Notice of Public Hearing;
- **Draft EIR:** prepare and distribute fifteen (15) hard copies of the Draft EIR as well as one (1) PDF copy downloadable/SharePoint link for posting on the City's website;
- **Administrative Draft Final EIR:** prepare and distribute five (5) hard copies of the Administrative Draft Final EIR as well as one (1) PDF copy downloadable/SharePoint link;

- **Final EIR:** prepare and distribute fifteen (15) hard copies of the Final EIR as well as one (1) PDF copy downloadable/SharePoint link for posting on the City's website;
- **Administrative Draft Mitigation Monitoring & Reporting Program:** prepare and distribute two (2) copies of the Administrative Draft Mitigation Monitoring & Reporting Program as well as one (1) PDF copy downloadable/SharePoint link;
- **Final Mitigation Monitoring & Reporting Program:** prepare and distribute two (2) hard copies of the Final Mitigation Monitoring & Reporting Program as well as one (1) PDF copy downloadable/SharePoint link; and
- **CEQA Findings of Fact and Statement of Overriding Considerations:** provide draft CEQA findings and Statement of Overriding Considerations for the Project.

ADMINISTRATIVE DRAFT EIR

The Administrative Draft EIR must represent the Consultant's best efforts toward the actual Draft EIR document. A thorough and accurate report will be expected. All text and graphics to be used in the Draft EIR must be included, in the proposed final form, in the Administrative Draft EIR document.

In addition to all legal requirements, the Administrative Draft EIR must include:

1. A summary table that clearly describes all potential impacts, states whether each impact is significant, identifies potential mitigation measures, and indicates whether each impact remains significant upon implementation of the mitigation measures;
2. Maps, graphics, tables, and charts that are necessary to clearly depict the location and nature of any environmental constraints and potentially significant impacts identified in the EIR, and present relevant information; and
3. An impact discussion that numerically identifies each impact, with each significant impact followed by appropriate mitigation measures. Whenever possible, equally effective alternative mitigation measures should be proposed. This will allow the City to select the mitigation measure determined to be most feasible and desirable at the time of Project approval.

DRAFT EIR

The Draft EIR must address all staff comments provided on the Administrative Draft EIR document.

FINAL EIR

The Final EIR must respond to all comments on the Draft EIR submitted during the public review period, including verbal comments submitted during a public hearing on the Draft EIR document. Each comment must be numerically identified with a reference number and responses to the comments must be keyed to the comment reference number. Any changes to the text or graphics of the Draft EIR made either in response to comments or at the initiation of the City must be provided in a separate section or appendix in the Final EIR document with amended text noted.

MITIGATION MONITORING & REPORTING PROGRAM

The Mitigation Monitoring and Reporting Program (MMRP) must meet the requirements of Public Resources Code Section 21081.6 and must include a follow-up form for each mitigation measure. An Administrative Draft MMRP will be required. The Final MMRP must reflect all City comments provided on the Administrative Draft Program. The MMRP must be produced concurrently with the Final EIR.

NOTICING & MEETINGS

The City will be responsible for onsite notices and legal notices in the newspaper. The Consultant shall prepare the notices and the EIR documents and the City shall distribute the notices and the EIR documents.

The Consultant will be responsible for conducting various public meetings associated with the preparation and review of the EIR. When meetings take place as a formal public hearing before the Planning Commission and City Council, the City will be responsible for preparing minutes and keeping records. However, because the City prepares summary minutes, the Consultant shall track detailed testimony as needed to prepare responses to meet all legal requirements. In the case of all other meetings, such as Scoping sessions, the Consultant will be responsible for developing and keeping records for the purpose of addressing those issues in subsequent environmental documents and responding to comments.

4. PROPOSAL FORMAT GUIDELINES

Proposal should be typed and should contain no more than 20 pages using a 12-point font size, excluding Index and Table of Contents. Each proposal will adhere to the following order and content of tabbed sections. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals, which appear unrealistic in the terms of scope of services, lack of competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected. The following proposal tabbed sections are to be included in a response and will be subject to scoring:

A. Proposer Cover Letter

A cover letter, not to exceed two pages in length, should summarize key elements of the proposal. An individual authorized to bind the company must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 120 days. Indicate the address and telephone number of the Proposers office located nearest to Santa Rosa, California, and the office from which the services will be managed.

B. Background and Project Summary Section

The Background and Service Summary Section should describe your understanding of the City, the scope of services, and the objectives to be accomplished. Refer to Scope of Services of this RFP.

C. Methodology Section

Provide a detailed description of the approach, timeline and methodology to be used to accomplish the Scope of Services of this RFP.

D. Staffing

Submit the resume(s) of the individual(s) who will be performing services for the City. Resumes shall be formatted in the following order:

- Position with the Company,
- Length of time with the Company,
- Licenses, registrations, and certifications as required by law to perform the Scope of Service described herein,
- Educational background,
- Role in the Project,
- Experience with the minimum requirements stated herein,
- Work history on similar or like projects with the other municipalities.

E. Qualifications

The information requested in this section should describe the qualifications of the individual/firm. Experience providing similar services in size and scope to demonstrate competence to perform these services. Information shall include:

- The number of years in business
- If the firm is involved in any pending litigation that may affect its ability to provide its proposed solution, or current breach of contract with other agencies.
- State whether your firm is an individual proprietorship, partnership, corporation, or private nonprofit firm, and the date your company was formed or incorporated.

F. References

Provide at least four references with other municipalities that received similar scope of services from your firm for a minimum of a three-year term. The City of Santa Rosa reserves the right to contact any of the organizations or individuals listed. All references provided must be current references.

Information provided shall include:

- a) Agency Name
- b) Agency Service Description
- c) Contract start and end dates
- d) Agency contract manager name, telephone number, and email address

G. Rates and Charges

The proposed means of compensation, including hourly rates or fees to be charged must be listed. A schedule of rates or amounts for all fees, charges, and expenses should also be included. Although cost will be a major component in awarding the contract, the contract will not necessarily be awarded to the lowest proposer.

6. PROCESS FOR SUBMITTING PROPOSALS

Include an electronic copy on a downloadable link. All submissions must contain original signatures and be submitted in sealed envelopes and clearly marked with the RFP number, title, and due date identifying original, copy, and cost proposal included within the submission. Failure to clearly mark the original and provide original signatures may result in a proposal being deemed non-responsive and given no further consideration.

NOTE: Please provide a downloadable link of all documents submitted in response to the RFP.

Note: *It is strongly recommended that electronic submissions be uploaded per the instructions contained within bid/RFP no later than two (2) hours prior to the stated deadline. City is not responsible for attempting to resolve any technical issues occurring two (2) hours before the submission deadline, nor is City responsible for incomplete or late submissions. If delivery is to be completed by mail, City is not responsible for tracking any deliveries to their correct destination. It is strongly recommended that submitters track their submittals to ensure correct delivery and acceptance.*

Late proposals will not be accepted. Contractor shall be solely responsible for its delivery to the City prior to the date and hour set forth herein. Any proposals received after the date and hour set forth herein, because of delayed mail delivery or any other reason, will not be considered by the City.

The City reserves the right to declare as non-responsive and reject any proposal in which material information requested is not furnished, or where indirect or incomplete answers to information is provided. The City reserves the right to reject any or all of the proposals received, to negotiate with qualified Contractors, or to cancel the request for proposals in part or in its entirety without explanation to the Contractors.

The City of Santa Rosa reserves the right to revise or amend the request for proposal up to the time set for opening of proposals. Such revisions shall be announced by Addendum to this solicitation. All Addendums and additional information will be posted to the City of Santa Rosa Official web link on Planet Bids:

<https://pbsystem.planetbids.com/portal/20314/portal-home>

7. EVALUATION CRITERIA

To be responsive, Vendors must address all requirements in their written responses, as well as provide for the required written proposal elements as described herein.

- Previous experience of the Consultant and Project Manager with similar projects;
- Qualifications of the Project Manager and others contributing to the Project;

- At least one senior team member with prior in-house government experience and direct experience consulting with other agencies on wildfire and emergency response and evacuations;
- Ability to provide high quality, legally defensible documents within budgeted amounts and established time frames; and
- Cost to complete.

For Vendors to conform to City of Santa Rosa Selection of Professional Services Policy 600-01, submissions shall include the following:

- Include confirmation that you are willing to sign our Agreement (PSA Included below)
- Provide the required insurance upon a notice of intent to award the Agreement (Sample Insurance Requirements Attached. Final requirements may change as determined by City of Santa Rosa Risk Management.)
- City will negotiate with the most qualified Vendor(s) to determine the final contract award.

The City of Santa Rosa evaluation panel will review all proposals submitted and select the top proposals based on qualifications, technical merit, and references. These top Proposals may then be invited for interviews to the evaluation panel in a City Office in Santa Rosa, California, at no cost to the City.

The City may request **Best and Final** offers based upon improved understanding of the offers or changed scope of work. Based on the initial proposals, interviews (if applicable), and Best and Final offers (if requested), the panel will select the proposal which best fulfills the requirements and is the best value to the City. The City has the right to negotiate with that contractor to determine final pricing, and contract form.

Because this proposal is negotiable, all pricing data will remain confidential until after award is made, and there will be no public opening and reading of Proposals. Overall responsiveness to the Request for Proposals is an important factor in the evaluation process.

First initial evaluation of the proposals is expected to be completed within 15 days after their receipt. The lowest price proposal will not necessarily be selected, the City is procuring best value versus lowest price.

After written proposals have been reviewed, interviews with prospective contractor's may or may not be required. If scheduled, the interview will be a question/answer format for the purpose of clarifying the intent of any portions of the proposal. When attending oral interviews, the individual from your firm that will be directly responsible for carrying out the contract must be present at the interview.

Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Contractor's unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with the next highest scoring Contractor or withdraw the RFP.

8. STANDARD TERMS AND CONDITIONS

Cost for Preparing Proposal - The cost for developing the proposal is the sole responsibility of the Contractor. All proposals submitted become the property of the City.

Contract Discussions - Prior to award, the apparent successful individual/firm may be required to enter into discussions with the City to resolve any contractual differences. See **Attachment A** for a Sample Agreement and Attachment One Insurance Requirements.

Please carefully review the Sample Agreement and Insurance Requirement (Attachment A), in the next section of the RFP below, before responding to the Request for Proposal enclosed herein. Your response to the Request for Proposal must indicate if you are unwilling or unable to execute the agreement as drafted as well as providing the insurance requirements. The City will consider this in determining responsiveness to the Request for Proposal.

Confidentiality Requirements - The staff members assigned to this project are required to sign a non-disclosure statement. Proposals are subject to the Freedom of Information Act. The City cannot protect proprietary data submitted in proposals.

“All proposals, responses, inquiries, or correspondence relating to this RFP, and all reports, charts, and other documentation submitted by Contractor’s (other than materials submitted as and qualifying as trade secrets under California Law as identified in the proposal) shall become the property of the City when received. The entire proposal shall be subject to the public records laws of the State of California except where a proper trade secrets exception has been made by the Contractor in accordance with the procedures allowed by California and Federal Law and marked in bold “Confidential.”

Note: If proprietary/confidential information is identified in the original proposal, a redacted copy of the proposal must be submitted with the original and provided on a thumb drive, marked as “Redacted Copy.” Otherwise, all proposals will be made subject to public record in their original form.

Financial Information – If the City is concerned about Contractors’ financial capability to perform, the City may ask the firm to provide sufficient data to allow for an evaluation of the firm’s financial capabilities.

Insurance Requirements - Contractor shall maintain in full force and effect all the insurance coverage described in, and in accordance with, Attachment One, “Insurance Requirements”, which is attached hereto and hereby incorporated herein by this reference. Maintenance of the insurance coverages as set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for the City’s agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide the City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by the City as a material breach of this Agreement by Contractor, whereupon the City shall be entitled to all rights and remedies at law and in equity, including but not limited to the immediate termination of this Agreement.

Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of the City pursuant to Section 11 below, retains or utilizes any subcontractors in the provision of any services to City under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in Attachment One.

Registration – Firms must be registered to do business in the State of California, have a current City of Santa Rosa Business Tax certification and meet insurance requirements approved and on file before a contract will be awarded.

PROTEST PROCEDURES:

Vendors may file a “protest” to an RFP with the City’s Purchasing Department via email to Purchasing Agent Brandalyn Tramel, btramel@srcity.org For a protest to be considered valid, the protest must:

1. Protest as to RFP process must be filed in writing within the third business day following the posting of Notice of Intent to Award;
2. Clearly identify the specific irregularity or accusation;
3. Clearly identify the specific City staff determination or recommendation being protested;
4. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
5. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid. If the protest is valid, the City’s Purchasing Agent shall review the basis of the protest and all relevant information. The Purchasing Agent will provide a written decision to the protestor within ten (10) business days from receipt of protest. The decision from the Purchasing Agent, or her/her designee, is final and no further appeals will be considered.

“ATTACHMENT A”

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH [NAME OF CONSULTANT]
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____ day of _____, 2024 [leave date blank until all parties have signed or until Council approves], by and between the City of Santa Rosa, a municipal corporation ("City"), and [add consultant's full name, for example, "XYZ Sales Corporation" or "ABC Consulting, LLC" or "ABC Enterprises, LP" or "John Smith, dba Smith Consulting"], a [add type of legal entity and state of entity formation or incorporation, for example, a "California Corporation" or a "Delaware Limited Liability Company" or a "Nevada Limited Partnership" or a "sole proprietor"] ("Consultant").

RECITALS

- A. City desires to [enter brief description of the task or project that is intended to be completed through this Agreement].
- B. City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.
- C. Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.
- D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide to City the services described in Exhibit A ("Scope of Services") [attach either City's description of the services to be provided or Consultant's proposal and mark as Exhibit A]. Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

2. COMPENSATION

a. City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Consultant shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of [enter maximum amount in written and numeric form, for example – "ten-thousand, five-hundred dollars and no cents (\$10,500.00)"]. The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number [enter IFAS charge number].

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

a. Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or

agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Consultant hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

5. INSURANCE

a. Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Consultant agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Consultant agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the named insureds.

6. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

7. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:

Consultant Representative:

[Include name of Project Manager] [Include name of Project

[Include Address and Telephone and
Facsimile Number]

[Include Address, Telephone and
Facsimile Number]

8. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Consultant use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and

subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

9. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit B or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

10. SUCCESSORS AND ASSIGNS

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

11. TERM, SUSPENSION, TERMINATION

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Consultant's performance hereunder, in whole or in part, by giving a written notice of suspension to Consultant. If City gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Consultant. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Consultant.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Consultant shall complete all the required

services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than **[enter expected completion date]**.

13. STANDARD OF PERFORMANCE

Consultant shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature that Consultant delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Consultant's profession, and shall be provided in accordance with any schedule of performance. Consultant shall assign only competent personnel to perform services under this Agreement. Consultant shall notify City in writing of any changes in Consultant's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Consultant to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Consultant shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

14. CONFLICTS OF INTEREST

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that 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 written consent of City. Consultant agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

15. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

yes no (*check one*)

If "yes" is checked by the City, Consultant shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants"; and
- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

16. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Consultant may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Consultant agrees to protect all City Information and treat it as strictly confidential, and further agrees that Consultant shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Consultant shall comply with all City policies governing the use of the City network and technology systems. A violation by Consultant of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

17. CONSULTANT INFORMATION

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Consultant shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Consultant pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Consultant not later than ten (10) days after City is served with any such claim,

action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Consultant of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Consultant by City, whether received in connection with Consultant's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Consultant of any request for the disclosure of such information. Consultant shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Consultant to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

18. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, et seq., which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Consultant agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out

of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

19. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing [enter type of entity], formed and in good standing under the laws of the State of [enter state of formation for corporations, LPs and LLCs], (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

CONSULTANT:

CITY OF SANTA ROSA
a Municipal Corporation

Name of Firm: _____

TYPE OF BUSINESS ENTITY (*check one*):

By: _____

- _____ Individual/Sole Proprietor
- _____ Partnership
- _____ Corporation
- _____ Limited Liability Company
- _____ Other (please specify: _____)

Print
Name: _____

Title: _____

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: _____

Print Name: _____

Office of the City Attorney
ATTEST:

Title: _____

By: _____

Print Name: _____

City Clerk
[Remove signature block if agreement not approved by Council]

Title: _____

City of Santa Rosa Business Tax Cert. No.

- Attachments:
- Attachment One - Insurance Requirements
 - Exhibit A - Scope of Services
 - Exhibit B - Compensation

**ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES AGREEMENTS**

A. Insurance Policies: Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business coverage	auto \$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 1 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.

- | | | |
|---|--------------|--|
| 4. Workers' compensation and employer's liability | \$ 1 million | As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors. |
|---|--------------|--|

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.
2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute with it; and,
 - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Consultant shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be

endorsed to provide that the SIR may be satisfied by either Consultant or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Consultant may be required to provide financial guarantees.

4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.