

REQUEST FOR PROPOSALS

CITY WEB SITE  
REDESIGN

City of Sebastopol  
Office of the City Manager  
7120 Bodega Avenue  
Sebastopol, CA 95472  
Email: [info@cityofsebastopol.org](mailto:info@cityofsebastopol.org)

Responses Due By: December 29, 2021  
3:00 pm

Proposals Should be Mailed to:  
City of Sebastopol  
City Hall  
7120 Bodega Avenue  
Sebastopol, CA 95472

Proposals may also be Emailed to:  
[info@cityofsebastopol.org](mailto:info@cityofsebastopol.org)

## INTRODUCTION

The City of Sebastopol (City) invites proposals from consulting firms interested in providing website redesign, development, and hosting services for the City website. The City is seeking to update its website to enhance the user experience, simplify content management, and provide improved citizen-centric information and customer service to its community, while meeting high standards for design quality and visual appeal.

The current website has a custom content management system and a number of users to enable the ability to edit departmental pages. Information on bids/RFP, employment, City Council and City staff departments generate the most traffic. With the creation of additional committees, as well as the City's value of transparency, we are seeking more efficient navigation tools and additional elements that will help serve our constituents.

The City currently utilizes the website, a Facebook page and a Zoom, Live Stream, and You Tube channel. The website is currently designated as the primary place to find information including forms and documents, calendars and newsletters, agenda packets for upcoming meetings, contact information and other relevant reference and regulatory information. The Facebook accounts are used to provide a quick and timely update on City events, meetings, projects and other time-sensitive communications as well as sharing news and events from other cities and nonprofit organizations. Zoom, Live Stream and You Tube channel are primarily used to both livestream City Council meetings and provide recorded meetings for viewing.

## PURPOSE:

The City is seeking proposals from highly qualified, experienced website development companies to design, develop and implement its public-facing website. We are seeking to redesign our website to include an intuitive, easy-to-use interface that allows residents, visitors, and business partners to complete their tasks quickly and easily regardless of the device they are using. The solution should be also easy to maintain for our administrators and content creators, streamline business operations and increase productivity.

The City seeks the bid of a vendor that can accomplish all of the functionality identified in this RFP and has the flexibility of providing this functionality over time, with respect to potential budgetary constraints. Qualified applicants must be equipped to integrate additional features that may be needed or new technologies that may be developed in the future. The City seeks a site that centralizes content management and allows for qualified staff to easily manage the daily, weekly, monthly and beyond inputs.

The City seeks to engage the services of a qualified firm to provide design and content management services for a redesigned website. The City's goal is to create a website that:

- Facilitates a user-friendly environment for accessing municipal services;
- Creates a two-way communication between the City and citizens;
- Simplifies content management while meeting high standards for design quality and visual appeal;
- Provides a platform focused on ease of use, including on mobile devices;
- Accounts for and integrates the City's other media platforms.

Website must accommodate, live streaming of bi-monthly Council meetings and the storage of those videos through the City's website for greater accessibility to the public and staff and video file storage options for other legislative and advisory meetings are also desired.

The current version of the City's website can be viewed at [www.cityofsebastopol.org](http://www.cityofsebastopol.org)

### ABOUT:

The City of Sebastopol is a small semi-urban community located in California, on the western edge of the Santa Rosa plain. It is 50 miles north of San Francisco, 8 miles west of Santa Rosa, 10 miles from Bodega Bay, and about 15 miles from the Russian River. The City, incorporated in 1902, currently has a population of about 7,800 people and serves a trade area population in excess of 50,000 people. Sebastopol is a dynamic community. Local services are excellent, community spirit is high, and improvements continue.

### NOTICE

Notice is hereby given that the City of Sebastopol will receive Proposals until 3:00 PM, December 29, 2021 to provide services for providing website redesign, development, and hosting services for the City website. No Proposals will be received or considered after that time.

### SCOPE OF WORK

The budget for this work is \$35,000. As part of your proposal, please provide a clear outline of how you would segment this budget to complete the deliverables.

### Additional Information:

City Staff Time: Sebastopol is a lean City in terms of staffing. We do not have staff dedicated to Web Site Updates, but each Department is responsible for updating and uploading information to the City Web site. The proposal's approach and recommendations should reflect this.

Budget: The City has a fixed budget for this work of \$35,000.

### REQUEST FOR PROPOSAL SCHEDULE

- November 18, 2021 – RFP released
- December 7, 2021 @ 3pm – questions to City Staff; by email to [info@cityofsebastopol.org](mailto:info@cityofsebastopol.org)
- December 14, 2021 – City Staff to release addendum addressing questions received, if needed
- December 29, 2021 - Responses due by 3pm; electronic submittals to [info@cityofsebastopol.org](mailto:info@cityofsebastopol.org)
- January 11<sup>th</sup> 2022 - City staff conducts interviews with top tier of responses
- January 18<sup>th</sup>, 2022 – City staff will recommend award of the project to the recommended consultant during the City Council meeting

### SELECTION PROCESS

The City of Sebastopol reserves the right to accept or reject all proposals submitted, waive minor irregularities, request additional information or revisions to offers, and negotiate with any or all Respondents.

In the award of the contract, the City of Sebastopol will consider the element of time, will accept the Proposal or Proposals, which in their estimation, will best serve the interests of Sebastopol and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

From a review of the Proposals received, City of Sebastopol intends to evaluate the proposals and possibly invite one or more proposers to be interviewed before making a recommendation to the full City Council. Proposer may be requested to provide a presentation to the City Council upon request. The City does reserve the right to make a selection based solely on the proposal.

### LOCAL VENDOR PREFERENCE:

Whenever possible, the City wishes to support, promote the use of local businesses, suppliers and services providers to help create a sustainable economy, preserve local businesses, and make a commitment to circulate tax dollars within city limits.

SUBMITTALS:

Responses must observe submission instructions and be advised as follows:

Complete Proposals may be mailed to the below address or emailed directly to [info@cityofsebastopol.org](mailto:info@cityofsebastopol.org).

The subject line of the email must clearly identify the RFP title.

The City will provide confirmation that the Proposal has been received. If the Proposal is mailed, City will date stamp the envelope and notify the proposer that the proposal has been received.

The Proposal (hardcopy or email) must be received by 3:00 PM, on December 29, 2021.

Mailing address including UPS and FEDEX:

City of Sebastopol  
City Hall  
ATTN: City Manager  
7120 Bodega Avenue  
Sebastopol, CA 95472

Hand delivery is not available at this time due to City Hall office closures.

Proposal Evaluation

The City will conduct an initial review of the proposals for general responsiveness and inclusion of the items requested below. Responsive proposals may be evaluated by a panel selected by the City.

Selection will be based upon the proposals submitted, any other information, such as reference checks, available to the City and the evaluation criteria listed below.

Award shall be based on the proposal deemed in the best interest of the City. Firms may be asked to provide additional information and/or interview with City staff. The following evaluation criteria, not specifically listed in order of significance, will be applied:

- General approach and plans to meet the RFP requirements
- Qualifications and experience of the firm and assigned personnel
- Ability to provide the integrated Content Management System components
- Cost of analysis
  - All-inclusive/Lump Sum pricing is required. Pricing should include:
    - Development and implementation, including:
      - CMS Software
      - Number of pages for content migration & enhancement
      - Number of days/hours of training – Specify if virtual or on-site
      - If on-site, indicate if travel is included or a separate cost
      - Additional included products and/or functionality

Annual services, including:

- Hosting & security
- Maintenance
- Technical Support
- Cost for future website redesign
- Fees
  - Total first year cost (combined one-time fees and first year annual fees)

- Annual fees beginning year 2

Demonstration of the website security credentials

Failure to meet the requirements of this RFP may be deemed unresponsive and the proposal may not be further evaluated.

#### Contract

The City reserves the right to make an award without further discussion of the proposal submitted or may decide to not make any award. If awarded, the firm shall enter into a separate written contract with the City, which would contain the proposal of the selected firm. This RFP does not obligate the City to a contract for specific services.

#### Proposal Form

Interested firms must submit one (1) original unbound, single sided document signed hard copy or electronic proposal by 3:00 pm December 29, 2021 to be considered. No information submitted by facsimile will be accepted unless otherwise requested by the City during the proposal review process.

Proposals after the deadline may not be accepted.

#### Each proposal must include:

##### A. Transmittal Letter

Proposals must include a transmittal letter signed by an official authorized to solicit business and enter into contracts and the name and telephone number of a contact person, if different from the signatory.

##### B. Title Page

Proposals must include a title page that includes the RFP subject, the name of the firm, local addresses, telephone number, name of contact person, and the date.

##### C. Table of Contents

Proposals must include a table of contents that includes a clear identification of the material by section and page number.

D. Responders are to submit a written narrative corresponding too each of the outlined requirements below:

#### 1. Introduction

A. Company Overview and Summary

#### 2. Company profile

A. Company History

B. Contact Information

C. Office location(s), include business address

D. Demonstrated company financial stability

#### 3. Project Team Roles

A. Name, title, role

B. Resumes, focused on education and experience

4. Municipal/Public Entity Website Design Experience

- A. Minimum three references, preference for municipal entities
  - Client Name
  - Website URL
  - Contract duration
  - Client contact person, to include job title, phone number and email
- B. Any municipal award-winning websites designed by the vendor
- C. Design portfolio (can be submitted as screenshots with URLs)

5. Project Development Approach

- A. Proposed Timeline
- B. Outline all project phases and the City's role
- C. Explain the design process, if not included in the project phases
- D. Explain the data migration process, if not included in the project phases
- E. Meets U.S. Federal Government and ADA requirements
- F. Training, if not included in the project phases
- G. Ability to integrate municipal branding into new site
- H. Ongoing technical assistance and training opportunities

6. Support and Maintenance (describe all available)

- A. System ownership
- B. Ongoing operations and maintenance
- C. Training opportunities
- D. Availability of robust self-service documentation and technical support (can include videos, training manuals, etc.)
- E. Beta testing
- F. Normal support hours and emergency support hours
- G. Software updates and site maintenance
- H. Software licensing

7. Ability to integrate the City's branding and aesthetics into the site design

8. Integrated Content Management System (CMS) Components and Tools

9. Description of features and functionality included with the CMS must include at least:

- A. Description of page creation
- B. Page content and manipulation
- C. Content scheduling and versioning information
- D. Different back-end user permission levels

10. Hosting and Security

- A. Site hosting (remote or local)
- B. Hosting location
- C. Appropriate redundancy and scalability to avoid unexpected outages and to accommodate periodic maintenance, usage growth and sudden usage surges
- D. Vendor's commitment to operational time, or limiting of downtime

E. Appropriate programming so that the City web site is being managed daily (daily scans and security/blocking of attacks to the site).

11. Project Pricing Estimate/Cost of Services

- A. Days/hours of training, number of employees to be trained, on-site or webinar
- B. Amount of content migration (entire website or specific amount of data)
- C. Hosting costs
- D. Any optional enhancements and consulting packages with deliverables and associated fees

12. Guaranties/Warranties

13. DELIVERABLES:

The information below represents required functional capabilities in the selected CMS. It is not all inclusive, and other functionality may be recommended or added. The City's new website vendor must be able to provide at a minimum, the components shown.

- **Alerts & Notifications** - Display alerts prominently on website with notifications sent via email and text messaging to subscribers
- **Archive Center** - Store newsletters and other documents
- **Browser Based Administration** - Update, delete and create content from any device with internet access
- **Calendar** - Update/publish calendars for departments/categories with a main calendar to display all events
- **Content Scheduling** - Set dates for content to automatically publish and expire
- **Departmental Home Pages** - Ability for departments to have dedicated pages within the site with that follow the same design as the other interior pages
- **Directories for Staff** - Ability to allow citizens to search for staff department information
  
- **Document Center** - Upload/download capability for files up to 1GB, back-end ability to search within published and unpublished documents
- **E-Notifications** - Electronic subscription, scheduled notifications for email and SMS
- **Frequently Asked Questions** - Ability to categorize FAQs by department or page
- **Intranet/Extranet** - Restrict pages by login
- **Levels of Rights/Permissions** - Allow system administrators to establish levels of rights for staff to update/manage/access content based upon roles
- **Live Edit** - Add, edit, and move content directly on the front end of the site without the need to utilize or be trained in writing HTML or CSS code
- **Multilingual Support** - Using Google Translate or similar
- **News & Announcements** - Post news releases or updates dynamically to relevant pages based on category
- **Online Forms** - Create unlimited customizable forms, track and with exportable statistics and reports
- **Image Center** - Store images in a central location on website

- **Printable Pages** - Print-friendly function
- **Responsive Web Design** - Fully mobile responsive design - site adjusts to the screen size of all devices its being view on, includes forms, calendars, etc.
- **RFP/RFQ/Bid Posting** - Allow for easy posting of bids to the site
- **Rotating Photos/Banners** – Slideshow/full video capabilities
- **RSS Feeds out** - Registration by Department or Category
- **Sharing Capability** - Links to share content via email and social media on every page
- **Site Search** - Internal site search engine and log of search terms
- **Site Statistics** - Analytics and site audit reports
- **Sitemap & Breadcrumbs** - Automatically generated and updated sitemap and breadcrumbs
- **Social Media Interface** - Display social media feeds
- **Website Visitor Profile** - Visitors can pick and choose the information that automatically becomes fed to their profile upon site login.
- **Single Sign-On Integration** – Authentication for employees.

#### E. Conflict of Interest

Proposer must represent that it does not have any interests that would conflict with the City or be affected by the performance of services for the City. By submittal of a proposal, the Respondent, its employees and agents, acknowledge their understanding of the provisions regarding conflicts of interest and/or influence arising from this project.

#### F. Insurance

Proposals must include a statement attesting to capacity to meet/comply with the minimum insurance requirements for the City.

### General Terms and Conditions

#### A. Limitations

This RFP does not commit the City to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

#### B. Award

All finalists may be required to participate in negotiations and to submit such price, technical, or other revisions of their proposals as may result from negotiations. Each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint. Any award made will be to the Respondent whose proposal is most advantageous to the City based on the evaluation criteria outlined above.

#### C. Proposal Submission Certification

By submitting a proposal, vendor certifies that he or she has carefully examined all the documents for the project, has carefully and thoroughly reviewed this RFP, and understands the nature and scope of the work to be done and the terms and conditions thereof.

#### D. Binding Offer



A signed proposal submitted to the City in response to this RFP shall constitute a binding offer from Respondent to contract with City according to the terms of the proposal for a period of ninety (90) days after its date of submission, which shall be the date proposals are due to City.

#### E. Contract Arrangements

A copy of the City's Master Services Agreement and contract provisions, including the City's insurance requirements, is incorporated into the RFP as an Exhibit. The selected Respondent will be required to maintain insurance coverage, during the term of the contract, at the levels described in Exhibit of the Master Services Agreement. Respondent agrees to provide the required certificates of insurance and endorsements within ten (10) days of City's notice that it is the successful Respondent.

The successful Respondent may be required to enter into an agreement with the City within 10 days of Notice of the City's Intent to Award. A sample agreement is attached to this RFP. If an Agreement on terms and conditions acceptable to the City cannot be achieved within that timeframe, or if, after reasonable attempts to negotiate such terms and conditions, it appears that an agreement will not be possible, as determined at the sole discretion of the City, the City reserves the right to retract any Notice of Intent to Award and proceed with awards to other Respondents.

#### Public Records

This RFP and any material submitted by a Respondent in response to this RFP are subject to public inspection under the California Public Records Act (Government Code § 6250 et seq.) unless exempt by law. Proposals will remain confidential until the City has authorized award of a contract.

#### Contact Person

Questions regarding this RFP may be directed to the City Manager via e-mail only until 3:00 p.m. on December 7, 2021.

## **INSURANCE REQUIREMENTS FOR CONLTANTS**

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, his agents, representatives, or employees.

### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1187) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession.

### **Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage **including operations, products and completed operations, as applicable**. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions liability: \$2,000,000 per occurrence.

### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### **Other Insurance Provisions**

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees and volunteers** are to be covered as insureds as respects liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. The Workers Compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its

officers, officials, employees and volunteers for losses paid under terms of this policy which arise from the work performed by the named insured.

4. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
6. **Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.**

**Acceptability of Insurers**

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

**Verification of Coverage**

Consultant shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All original, signed certificates and endorsements are to be received and approved by the City prior to City's approval of the contract and commencement of work. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

**Subconsultants**

Consultant agrees to include with all subconsultants in their subcontract the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subconsultant's work. Subconsultants hired by Consultant agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under the Contract Documents. Subconsultant further agrees to include these same provisions with any Sub-subconsultant. A copy of the contract indemnity and insurance provisions will be furnished to the Subconsultant upon request. The Consultant shall require all sub-consultant to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Consultant will provide proof of compliance to the City.

## **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).

### 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, page 30, “Proposed Pricing”, attached hereto and made a part hereof. Total compensation shall not exceed a total of \$66,200 over a three year term, 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 \$2,000,000 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.

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

### **SECTION 9 – INDEPENDENT CONTRACTOR STATUS**

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

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

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

### **SECTION 10 – CONFLICTS OF INTEREST**

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

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

### **SECTION 11 – OWNERSHIP OF DOCUMENTS**

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant.



When requested by City, but no later than three years after project completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

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

## **SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION**

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

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

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

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

### **SECTION 13 – SUSPENSION OF WORK**

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

### **SECTION 14 – COMPLIANCE WITH LAW**

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

### **SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS**

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

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

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

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

### **SECTION 16 – RECORDS**

A. Records of Consultant's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to City if and when required for a period of up to 3 years from the date of Consultant's final invoice.

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

**SECTION 17 – COOPERATION BY CITY**

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

**SECTION 18 – NOTICES**

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

To City: City Manager  
7120 Bodega Ave  
Sebastopol, California 95472

To Consultant: Consultant Name  
Address  
City, State, Zip Code

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

**SECTION 19 – TERMINATION**

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

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

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

**SECTION 20 – ATTORNEY FEES**

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

## **SECTION 21 – ENTIRE AGREEMENT**

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

## **SECTION 22 – SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties. However, this Agreement shall not be assigned by Consultant without written consent of the City.

## **SECTION 23 – CONTINUITY OF PERSONNEL**

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

## **SECTION 24 – DEFAULT**

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

## **SECTION 25 – WAIVER**

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

## **SECTION 26 – LAW TO GOVERN; VENUE**

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Sonoma. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

**SECTION 27 – SEVERABILITY**

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

**SECTION 28 – SPECIAL PROVISIONS**

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

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

Consultant:

City:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name: Larry McLaughlin

Title:

Title: City Manager

Approved as to Form:

By: \_\_\_\_\_

Name: Larry McLaughlin

Title: City Attorney