

CITY OF SEBASTOPOL  
CITY COUNCIL  
AGENDA ITEM

**Meeting Date:** July 18, 2023  
**To:** Honorable Mayor and City Councilmembers  
**From:** Ana Kwong, Administrative Services Director  
**Subject:** Approval of Annual Contracts for Fiscal Year 2023-24  
**Recommendation:** Authorize the City Manager to Approve the following contracts:  
a) Renewal of Contract with Muchmore Than Consulting  
b) Renewal of Contract with Marin IT  
c) Renewal of Contract with Phillips Seabrook Associates  
d) Approval of Amendment 51 to Master Agreement 2010-01-36 with GHD Inc. for Engineering and Technical Support Services to the Engineering Department  
e) Approval of Amendment 52 to Master Agreement 2010-01-36 with GHD Inc. for City Engineering Services

**Funding:** Currently Budgeted:  Yes  No  N/A

Account Code/Costs authorized in City Approved Budget (if applicable) AK (verified by Administrative Services Department)

**INTRODUCTION/PURPOSE:**

This item is to request Council approval of:

- a) Renewal of Contract with Muchmore Than Consulting
- b) Renewal of Contract with Marin IT
- c) Renewal of Contract with Phillips Seabrook Associates
- d) Approval of Amendment 51 to Master Agreement 2010-01-36 with GHD Inc. for Engineering and Technical Support Services to the Engineering Department
- e) Approval of Amendment 52 to Master Agreement 2010-01-36 with GHD Inc. for City Engineering Services

**BACKGROUND AND DISCUSSION:**

The City has been using the services listed above to continue our operation of City essential services. In order to successfully complete and continue with significant ongoing projects the City is undertaking, these contracts are necessary to continue receiving such support services from various consultants as they provide the benefits and professional services supporting staff in the best interest of the City.

With the adoption of the Fiscal Year 2023-24 budget on June 27, 2023, various departments are responsible for operation, and maintenance of these services, each of the respective contract costs are budgeted in various departments. Therefore, staff is respectfully seeking that the City Council renew these contracts and authorize the City Manager to execute each agreement.

**GOALS:**

Goal 1: Maintain the long term financial stability and sustainability of the City of Sebastopol and Operate City government in a fiscally responsible and responsive manner.

**ENVIRONMENTAL REVIEW**

Approval of these annual contracts pertaining to routine City operations, is not a project under CEQA, and is therefore deemed Exempt.

**PUBLIC COMMENT**

As of the writing of this staff report, the City has not received any public comment. However, if staff receives public comment from interested parties following the publication and distribution of this staff report, such comments will be provided to the City Council as supplemental materials before or at the meeting. In addition, public comments may be offered during the public comment portion of the agenda item.

**PUBLIC NOTICE**

This item was noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to schedule meeting date.

**FISCAL IMPACT**

The funding for these contracts is appropriated in the adopted Fiscal Year 2023-24 budget.

**RECOMMENDATION**

It is recommended that Council approve the contracts listed below and authorize the City Manager to execute each contract:

- a) Renewal of Contract with Muchmore Than Consulting
- b) Renewal of Contract with Marin IT
- c) Renewal of Contract with Phillips Seabrook Associates
- d) Approval of Amendment 51 to Master Agreement 2010-01-36 with GHD Inc. for Engineering and Technical Support Services to the Engineering Department
- e) Approval of Amendment 52 to Master Agreement 2010-01-36 with GHD Inc. for City Engineering Services

**Attachments:**

- Various contracts a) through e)

CITY OF SEBASTOPOL  
PROFESSIONAL/CONSULTING SERVICES AGREEMENT

This **PROFESSIONAL/CONSULTING SERVICES AGREEMENT**, (this "Agreement") is made and entered into this 1st day of July 2023, by and between the **CITY OF SEBASTOPOL**, a municipal corporation (hereinafter "City") and Muchmore Than Consulting, LLC (hereinafter "Consultant").

In consideration of the mutual promises contained herein, the parties hereto agree as follows:

**Section 1. Scope of Work**

Consultant shall provide City with the services described in Exhibit A which is attached hereto and incorporated herein by this reference as though set forth in full.

The duties and services required of Consultant under this Agreement and pursuant to this Section 1 are referred to throughout the remainder of this Agreement as "the Work."

**Section 2. Responsible Individual.** Consultant represents and warrants that the execution of this Agreement has been approved by Consultant and that person executing this Agreement on behalf of Consultant has the full authority to do so. The person responsible for the Work is Deborah Muchmore.

**Section 3. Work Schedule.**

Consultant shall be available to work as many hours as required to complete the Work immediately upon receipt of the signed Agreement from the City and shall complete each task in a timely manner as specified. Consultant shall not be held responsible for delays caused beyond its reasonable control.

**Section 4. Compensation.**

In consideration of the performance of the Work Consultant shall be compensated in accordance with the fee schedule attached hereto as Exhibit B. Except for pass through recruitment advertising expenses, Consultant shall not charge City for any administrative expenses or overhead, including without limitation, facsimile, mileage and other/or any other expenses incurred by Consultant in connection with Consultant's provision of the Work. Consultant acknowledges and agrees that the compensation to be paid to Consultant under this Section 4 represents the full amount due and owing to Consultant in connection with performance of the Work. Unless amended and signed by both parties in writing, compensation under this agreement shall not exceed \$85,000.

## **Section 5. Amendments.**

In the event City desires to retain Consultant for the performance of additional services, or wishes to delete any services in connection with this Agreement, specifications of such changes and adjustments to compensation due Consultant therefore shall be made only by written and signed amendment to this Agreement.

## **Section 6. Independent Contractor - Subcontractors.**

It is specifically understood and agreed that in the making and performance of this Agreement, Consultant is an independent contractor and is not and shall not be construed to be an employee, common law employee, agent or servant of City. The consultant shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security. Consultant acknowledges and agrees that he/she is not entitled to the benefits of civil service status and/or the rights and privileges enjoyed by civil service employees and Consultant hereby waives any and all claims to such rights and/or privileges.

## **Section 7. Consultant's Responsibility.**

It is understood and agreed that Consultant has the professional skills necessary to perform the Work, and that City relies upon the professional skills of the Consultant to do and perform the Work in a skillful and professional manner in accordance with the standards of the profession. Consultant thus agrees to so perform the Work.

Acceptance by City of the Work, or any of it, does not operate as a release of the Consultant from such professional responsibility. It is further understood and agreed that Consultant has reviewed in detail the scope of the work to be performed under this Agreement and agrees that in his professional judgment, the Work can and shall be completed for a fee within the amounts set forth in Section 3 of this Agreement.

## **Section 8. Indemnification.**

### **Indemnity for Professional Liability:**

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal Consultant's fees and costs but only to the extent the Consultant (and its SubConsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its SubConsultants) and the City in the performance of professional services under this agreement.

### **Indemnity for Other Than Professional Liability:**

Other than in the performance of professional services and to the full extent permitted

by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal Consultant's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

## **Section 9. Insurance.**

### **Professional Liability Insurance**

Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

### **General Liability**

Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Consultant's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

### **Auto Liability**

Consultant shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than one million dollars (\$1,000,000) per accident.

### **Workers' Compensation**

Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

## **Section 10. Nondiscrimination.**

There shall be no discrimination against any employee who is employed in the Work, or against any applicant for such employment because of race, religion, color, sex or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

## **Section 11. City Personnel Conflict of Interest.**

No officers, member, or employee of City and no member of the governing body of City who exercises any functions or responsibilities in the review, approval of the undertaking or carrying out of the project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which she is, directly or indirectly interested; nor shall any such officer, member or employee of City have any interest, direct or indirect, in this Agreement or the proceeds thereof.

## **Section 12. Consultant Conflict of Interest.**

Consultant covenants that she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. Consultant further covenants that in the performance of this Agreement, no persons having any such interest shall be employed.

## **Section 13. Assignment.**

Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of City.

## **Section 14. Ownership of Documents.**

Consultant agrees that all documents produced in the performance of this Agreement shall be the sole property of the City including all rights therein of whatever kind and whether arising from common or civil law or equity.

## **Section 15. Termination.**

City may terminate this Agreement at any time without reason stated or required by giving written notice of the same and specifying the effective date thereof, at least seven calendar days before the effective date of such termination. If the Agreement is terminated by City as provided herein, Consultant shall be paid for all effort and material expended on behalf of the Work under the terms of this Agreement, less any charges

against Consultant as otherwise provided herein, up to the effective date of termination, except that upon notification of such termination, Consultant shall immediately cease to undertake any duties under the Agreement not yet underway, and shall limit its further activities up to the effective date of termination to those duties necessary to wind up work then underway.

**In Witness Whereof**, City and Consultant have executed this Agreement as of the date first written above.

City of Sebastopol

Consultant

\_\_\_\_\_  
By: Larry McLaughlin \_\_\_\_\_  
Its: City Manager \_\_\_\_\_

\_\_\_\_\_  
By: Deborah Muchmore \_\_\_\_\_  
Its: Manager \_\_\_\_\_

## EXHIBIT A

### SCOPE OF WORK

Provide ongoing and ad hoc professional human resources services which may include project-based services; organizational development and workforce development services; performance management, and support for labor negotiations. Proving these duties may include work in the following areas:

- A. Perform a variety of project work in any of the following areas: recruitment and selection, classification and compensation, labor relations and labor negotiations, employee relations, leave and disability management, performance management, succession planning, or other human resources related fields.
- B. Provide support and guidance for creating of human resources systems, processes, documents, forms, plans, and procedures.
- C. Provide support to the City Manager, Assistant City Manager, Administrative Services Manager, and the City's Chief Negotiator for labor relations and contract negotiations; participate in meetings, develop and assess proposals and proposal responses, and materials as needed.
- D. Provide or arrange for personal and team development and assessment processes, workshops, assessments, and coaching, including individual and team assessment materials for workforce and team development through Everything DiSC™ and Five Behaviors™ products.
- E. Provide organizational development assessments, program change analysis, and staffing projections, including updates to classifications and make compensation recommendations.
- F. Confer with staff as requested to obtain input or feedback regarding the provision of the above services or to obtain information relevant to resolving of personnel issues.
- G. Provide executive coaching as requested and work directly with Council in matters related to employee performance, labor relations, or other matters as desired by the City and the Council.



## EXHIBIT B



### COST OF SERVICES AND FEE SCHEDULE

We bill hourly rounding to the nearest tenth of an hour for services provided based on the following fee schedule. Payment is made only for service hours rendered.

Director/ Chief Labor Negotiator	<b>Up to \$140.00 per hour</b>
Sr. HR Advisor / Finance & Budget Analyst	<b>\$105.00 - \$115.00 per hour</b>
HR Advisor/ Payroll Administrator / Lead Recruiter / Workshop Facilitator	<b>\$85.00 - \$95.00 per hour</b>
HR Specialist/ Recruiter / Workshop Scheduler	<b>\$65.00 - \$75.00 per hour</b>
Admin Technician/Organization and File Specialist	<b>\$52.00 - \$60.00 per hour</b>

Projects and services may be modified at the request of the City. The City will be invoiced monthly based on hours worked or workshops presented. Reimbursement for pre-approved advertising marketing expenditures is allowed under this agreement.

#### **Experiential Workshops and Assessments if requested and budget allows (includes travel)**

Workshop Facilitation – (Includes course prep, pre-and post-workshop communications, and facilitator-led in person or virtual classroom)	<b>90 min-\$495</b> <b>½ Day \$1,075</b> <b>Full Day \$2,750</b>	<b>2 hours \$695</b> <b>¾ Day \$2,050</b>
Online Assessments, includes enrollment in an online resource, comparison, and continuing user exploration platform	<b>Vary depending on type of assessment</b> <b>\$72-\$168 per person</b> <b>\$240 for Leader 363 assessment</b>	

\*Direct costs may be billed for reimbursement of reasonable direct expenditures for copying, supplies, assessments (listed above) or bindery necessary for project delivery.

Employee pulse surveys are available through a collaboration with Gallup. Surveys begin at annual subscription prices of:

- \$1,500
- \$5,000
- \$8,000

And \$15 an employee a year for unlimited surveys using a 300 customizable question database. For more information on surveying, survey data and analysis please contact Deborah Muchmore at (707) 490-0564 or [deborah@muchmorethanconsulting.org](mailto:deborah@muchmorethanconsulting.org).



PO Box 2318, Rohnert Park, CA 94928



Prepared for City of Sebastopol

City of Sebastopol IT support FY2023-2024 - 1 day per week  
Support

Quote#2023-003587 v1

PREPARED FOR

Lawrence  
McLaughlin  
lmclaughlin@cityofsebastopol.org  
(707) 824-4879

PREPARED BY

Tim Bush  
tbush@marinit.com  
(415) 842-3251





Wednesday, July 12, 2023

City of Sebastopol  
Lawrence McLaughlin  
7120 Bodega Avenue  
Sebastopol, CA 95472  
lmclaughlin@cityofsebastopol.org

Dear Lawrence,

Marin IT, Inc. is pleased to provide City of Sebastopol with our proposal for Managed IT Support.

### **IT support Scope of Work - Marin IT, Inc. Responsibilities**

As part of this agreement it is our understanding that we will provide the IT support required for City of Sebastopol to continue daily operations including, but not limited to, support and maintenance of the following:

- Workstations (Desktops, Laptops, All-in-One, Police MDT's)
- Servers & Virtual Machine (VM) Hosts
- Network Equipment (Switches, Firewalls, Routers, Wireless Access Points)
- Business Network/Back Office - MS Active Directory, user accounts and access, Office 365 Apps and Email, Adobe, anti-virus, etc.

Additionally, Marin IT will provide the following MSP services:

- Business security and continuity - security awareness training, email SPAM & Malware filtering, data backup (including cloud-to-cloud)
- Remote monitoring and management of computers, servers, and tablets/iPad's

Marin IT technicians are expected to work with the City of Sebastopol in supporting the network. We will provide an online service ticket and tracking system.

In the event that issues arise which are outside of the scope of this proposal Marin IT will discuss any fee impact with the designated City of Sebastopol representative before proceeding with the work.

### **Client Responsibilities:**

- All client and server software licenses associated with this agreement will be obtained & managed by the end user
- City of Sebastopol will be responsible for communicating needs & changes thru the designated representative / channels only.
- Client is responsible for providing reasonable/timely access to all buildings, offices, devices, laptops, smart phones, tablets, etc.



## Change / System Upgrade Process:

- Identify and discuss the need for the change with client
- Identify the additional tasks, which need to be performed in order to complete the change in scope.
- Estimate the cost associated with the additional scope, and determine the impact on network operation.
- Schedule and manage

## Pricing/Rate Schedule:

In an effort to maintain satisfactory Help desk and Maintenance levels, this proposal is meant to provide weekly Maintenance and Help Desk support, both onsite and remote for City of Sebastopol. It does not include "On-Demand" (T&M) and/or higher tier support that fall outside the managed services scope, nor does it include special projects. The rate schedule is detailed below. Some examples of special projects are:

- New system config and install (PC's, Servers, network equipment, etc.).
- Replacement/upgrades of existing hardware in the event of a failure
- New Version upgrades for major applications (RIMS, Financial software, Doc Management apps/software, etc)
- Office expansions/relocations
- Infrastructure upgrades – data cabling, fiber optic installs, Internet upgrade(s), VoIP/Telecom upgrades, etc.

Any additional projects or on-site service will be chargeable at the rates described below. For all projects that fall outside the service agreement scope, Marin It will provide a detailed proposal with costs for both goods and services. No product will be ordered, nor will any (billable) work be performed without approval from a/the designated City of Calistoga representative. This agreement does not include hardware/software replacement or upgrades.

Our charge for MSP and contracted service is detailed in the "Managed Services" section. All rates shown here are for support during normal business hours (Monday through Friday between 8:00 AM and 5:30 PM). As requested, Marin IT is proposing (8) hours every week for onsite maintenance and support (1 year, totaling 416 hours). Our standard rate is \$145 per hour for this type of service; however Marin IT is extending a discounted municipal government/public safety rate of \$130 per hour. Marin IT will bill the standard rate 1/2 hour increments for On-Demand Help Desk services (incidents that fall outside the weekly visits). The rate schedule is as follows:

- Service Desk Tech level 1 or 2 - \$145 per hour
- SYS Admin - \$155 per hour
- Network/Systems Engineer - \$165 per hour
- Tier 3 Network/Systems engineer - \$185 per hour
- Project and IT Management - \$165 per hour

Rates for overtime, nights, weekends will be billed at 1 ½ times the T&M rate (\$145). After hours emergency calls for remote support requires a 2-hour minimum at the OT rate. Onsite Emergency support is needed, there is a \$200 mobilization fee and a 2-hour minimum.

On-site Emergency calls for all holidays require a \$200 call-out fee, and a 2-hour minimum at 2 times the base T&M rate (currently \$145 per hour). Remote support fees for holidays will be billed at 2-hours upfront, then at 30 minutes intervals after the initial two hours with no call-out fee. Unless you are a public safety organization or a hospital, Marin IT does not provide any service on the following days: January 1st, Memorial Day, 4th of July, Thanksgiving Day, and the day after Thanksgiving, Christmas Eve after 12 pm, and Christmas Day.

Clients are billed monthly for all services rendered. Payment is on net-30 terms. If a client has a balance due that is 60 days or older, no service will be performed until the account is made current. Marin IT does not accept credit cards.



## Invoicing

Payment shall be made within 30 days of the date of invoice. Invoices will include the date of service and a description of the services rendered. If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 18 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. Buyer shall pay all costs of collection, including without limitation, reasonable attorney fees.

## Termination of Agreement

- **Term:** The length of this agreement is for one year and begins on July 1, 2023.
- **Discretionary:** After the first 9 months of the initial term, either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party. Any fee waivers will be payable to Marin IT & will be included in the final bill. All rates for services will become billable at the current project/T&M rates on the date of notification.
- **Cause:** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.
- **Effect of Termination:** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.
- **Return of Documents:** Upon termination, any and all documents or materials provided to Marin IT and any and all of Marin IT documentation and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to the designated City of Sebastopol representative as soon as possible, but not later than thirty (30) days after termination.

## Contract Renewal

The Term of this contract is for 1 year beginning on July 1, 2023 and ending on June 30, 2024. The City of Sebastopol may renew this contract under it's then-existing terms and conditions for one additional year with the understanding that there may be an adjustment in labor rates for cost of living, by providing the Contractor written notice of the renewal decision at least 45 days prior to the expiration of the initial term.

## Non-Solicitation

During the term of this agreement, and for a period of one (1) year thereafter, neither party will directly or indirectly solicit away employees or consultants of the other party.

Tim Bush  
Director of Accounts  
Marin IT



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## Managed Services

DESCRIPTION	PRICE	QTY	EXT. PRICE
<b>Onsite IT Service, Support, Maintenance - Billed Monthly</b> <ul style="list-style-type: none"> <li>8 hours per week for 1 year @ \$130 per hour</li> <li>Total of 416 hours annually</li> </ul>	\$4,507.00	12	\$54,084.00

Onsite Services performed:

- Help Desk Ticket/end-user break/fix resolution
- Server Maintenance - DNS, DHCP, patching/hot-fixes, verify and test data backup, examine server logs, etc
- End-user device and peripheral maintenance
- Network device maintenance - firmware updates, examine log files, misc adjustments as needed
- Software support/updates
- Device software/firmware updates
- Office 365 management/administration

Subtotal: **\$54,084.00**



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## Subscription Services

DESCRIPTION	PRICE	QTY	EXT. PRICE
<b>Automate Proactive Monitoring and Remote Control - Includes Windows Defender Anti-Virus/Malware with EDR Billed Monthly</b> <ul style="list-style-type: none"> <li>• PC and Server</li> <li>• Includes software - anti-virus/malware with EDR               <ul style="list-style-type: none"> <li>○ EDR - Endpoint Detection and Response</li> <li>○ Real-time continuous monitoring and endpoint data analytics with advanced reporting and rule-based automated response to threats</li> </ul> </li> <li>• Up to 60 devices (Servers, PC/MAC) @ \$32.50 each per month (\$1950.00 monthly)</li> <li>• Pro-active system monitoring and alerting</li> <li>• Advanced IT asset inventory reporting and management</li> <li>• Secure remote control</li> </ul>	\$1,950.00	12	\$23,400.00
Subtotal:			<b>\$27,300.00</b>

\* - Device count will be adjusted as needed - Client only billed for devices in use

\*\* - License renewal fee of \$2500 waived

## Annual Maintenance Renewals

DESCRIPTION	PRICE	QTY	EXT. PRICE
<b>Estimated Annual Hardware and Software Maintenance/Support Renewals</b> ESTIMATED Annual maintenance agreements managed by Marin IT <ul style="list-style-type: none"> <li>• Network Hardware (switching, firewall, wireless)</li> <li>• Servers and storage devices</li> <li>• Software licenses/subscriptions</li> </ul>	\$3,500.00	1	\$3,500.00
Subtotal:			<b>\$3,500.00</b>



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## Contingency

DESCRIPTION	PRICE	QTY	EXT. PRICE
<b>Budgetary Contingency</b>	\$10,000.00	1	\$10,000.00
Recommended for unexpected, mission critical hardware, software or labor expenditures that cannot wait until the next budget cycle. Client must approve the expense before Marin IT will proceed.			
Subtotal:			<b>\$10,000.00</b>





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## City of Sebastopol IT support FY2023-2024 - 1 day per week Support



**Prepared by:**  
**Marin IT**  
 Tim Bush  
 (415) 842-3251  
 tbush@marinit.com

**Prepared for:**  
**City of Sebastopol**  
 7120 Bodega Avenue  
 Sebastopol, CA 95472  
 Lawrence McLaughlin  
 (707) 824-4879  
 lmclaughlin@cityofsebastopol.org

**Quote Information:**  
**2023-003587**  
 Version: 1  
 Delivery Date: 07/11/2023  
 Expiration Date: 08/10/2023

### Quote Summary

DESCRIPTION	AMOUNT
Managed Services	\$54,084.00
Subscription Services	\$27,300.00
Annual Maintenance Renewals	\$3,500.00
Contingency	\$10,000.00
<b>Total:</b>	<b>\$94,884.00</b>

Terms and Conditions: By signing this quote, Buyer agrees to the following Terms and Conditions unless a Master Agreement is negotiated between the parties, where the Master Agreement shall govern.

Prices: Quoted product pricing is valid for thirty (30) days assuming product availability, and does not include applicable taxes and freight. Buyer agrees to pay reasonable shipping charges and all applicable taxes (excluding income taxes). Services include only those items specified in the quotation. Additional services may be provided at Marin IT's then standard billing rates.

It is understood and agreed that end customer will accept and pay invoice of any product once it has been received at the Marin IT warehouse regardless of if it has been delivered to the final installation location or if it is being held at the Marin IT facility and that title to the Products will transfer to client upon invoicing.

While taking title to these products includes assuming the risk of loss, Marin IT insures equipment stored in its facility. Title having transferred to client, it is understood that there is risk of obsolescence and that the Products are not covered by price protection.

We agree to make payment on all invoices delivered to us by Marin IT with respect to the Products strictly in accordance with the terms thereof without defense, offset, deduction, recoupment or counter claim of any kind arising from the fact that the Products were not delivered to us at the time the invoice was delivered and were stored by Marin IT.

Payment: Payment shall be made within 30 days of the date of invoice. If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 18 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. Buyer shall pay all costs of collection, including without limitation, reasonable attorney fees.

Warranties: Product warranties, if any, are provided by the manufacturer or publisher of the products.

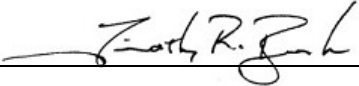
MARIN IT, INC. MAKES NO WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHATSOEVER. ALL SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS" BASIS. Limitation of Liability: CUSTOMER AGREES THAT THE LIABILITY OF MARIN IT FOR DIRECT DAMAGES RELATED TO ANY PRODUCT OR SERVICE ARISING UNDER THESE TERMS AND CONDITIONS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE NET AMOUNT PAID TO MARIN IT BY CUSTOMER FOR THAT PRODUCT OR SERVICE WHICH IS THE SUBJECT OF THE CLAIM. MARIN IT SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF MARIN IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY AS TO ANY THIRD-PARTY INFORMATION OR PRODUCTS PROVIDED TO EACH



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OTHER, ALL OF WHICH ARE PROVIDED, SOLD OR LICENSED "AS IS," AND THE PARTIES AGREE TO LOOK SOLELY TO THE WARRANTIES AND REMEDIES, IF ANY, PROVIDED BY THE THIRD PARTY.

## Marin IT

Signature:   
Name: Tim Bush  
Title: Director of Accounts  
Date: 07/11/2023

## City of Sebastopol

Signature: \_\_\_\_\_  
Name: Lawrence McLaughlin  
Date: \_\_\_\_\_

## CITY OF SEBASTOPOL

### PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into and effective as of July 1, 2023 (“Effective Date”), by and between the City of Sebastopol, a municipal corporation (“City”) and Phillips Seabrook Associates (“Consultant”) (collectively, the “Parties”).

WHEREAS, the Parties enter into this Agreement for the purpose of Consultant providing professional services to City under the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **Services.** Consultant shall provide the services as described in and in accordance with the schedule set forth in Exhibit A, attached hereto and incorporated herein (“Services”).
2. **Compensation.**
  - A. For the full performance of the Services described in Exhibit A hereto, City shall compensate Consultant on a time-and-materials basis at the compensation rates specified in Consultant’s Services Rate Schedule included as the last page of Exhibit A.
  - B. Consultant shall submit detailed monthly invoices reflecting all services performed during the preceding month and including a revised schedule for performance and additional documentation requested by City, as applicable.
  - C. City’s obligation to pay compensation to Consultant as provided herein is contingent upon Consultant’s performance of the Services pursuant to the terms and conditions of this Agreement and any amendments thereto. Notwithstanding any other provision herein, Consultant shall not be paid any compensation until Consultant has complied with the City’s Business Registration Ordinance.
3. **Term.** The term of this Agreement commences on the Effective Date, and terminates on June 30, 2024, unless sooner terminated in accordance with Section 4. Upon termination, any and all of City’s documents or materials provided to Consultant and any and all of the documents or materials prepared for City or relating to the performance of the Services, shall be delivered to the City as soon as possible, but not later than fourteen (14) days after termination of the Agreement.

4. **Termination.** City may terminate this Agreement without cause upon ten (10) days' written notice. City may immediately terminate or suspend this Agreement for cause. Cause for immediate termination or suspension shall include, but not be limited to, any breach of this Agreement by Consultant or Consultant's bankruptcy or insolvency. Upon receipt of notice of termination or suspension for cause, Consultant shall immediately stop all work in progress under this Agreement. In the event of early termination of this Agreement by City, Consultant shall be entitled to payment for all Services performed to the date of termination to the extent such Services were performed to the satisfaction of City in accordance with the terms and conditions of this Agreement. If City terminates this Agreement for cause, Consultant shall be liable to City for any excess cost City incurs for completion of the Services.
5. **Consultant's Representation; Independent Contractor.** Consultant represents that Consultant possesses distinct professional skills in performing the Services. City has relied upon said representation as a material inducement to enter into this Agreement. Consultant shall, therefore, provide properly skilled professional and technical personnel to perform all Services under this Agreement. It is expressly understood that Consultant, its agents and employees shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of City. This Agreement shall not be construed as an agreement for employment.
6. **Facilities and Equipment.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing Services pursuant to this Agreement. City shall furnish to Consultant no facilities or equipment unless the City otherwise agrees in writing to provide the same.
7. **Licences, Permits, Etc.** Consultant shall, at Consultant's sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits or other such approvals which are legally required for performing the Services.
8. **Time.** Consultant shall devote such time to the performance of the Services as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.
9. **Inspection.** Consultant shall provide the City every reasonable opportunity to ascertain that the Services are being performed in accordance with the requirements and intentions of this Agreement. All work done and materials furnished, if any, shall be subject to inspection and approval by the City. The inspection of such work shall not relieve Consultant of any of its obligations pursuant to this Agreement.
10. **Progress Reports.** Upon the City's request, Consultant shall provide, in a form acceptable to City, written progress reports of all oral and written observations, opinions, recommendations, analyses, progress and conclusions related to Consultant's performance of the Services.

11. **Confidentiality.** In the course of providing services for City, Consultant may have access to trade secrets and confidential information, disclosure of which is protected or limited by law. Consultant shall not directly or indirectly disclose or use any such confidential information, except as required for the performance of the Services.
12. **Conflict of Interest.** Consultant represents that it presently has no interest, and covenants that it shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services hereunder. Consultant further covenants that, in the performance of this Agreement, it shall not employ any subconsultant or person having such a conflict of interest. Consultant represents that no one who has or will have any financial interest under the Agreement is an officer or employee of City. If such conflict of interest arises during this Agreement or any extension, Consultant will immediately advise City and City may, at its sole discretion, immediately terminate this Agreement.
13. **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
14. **Standard of Performance.** Consultant shall perform all the Services in a manner consistent with the standards of Consultant's profession. All instruments of service of whatsoever nature, which Consultant delivers to City pursuant to this Agreement, shall be prepared in a substantial, first class and workmanlike manner and conform to the standards of Consultant's profession. All such instruments of service shall become the sole and exclusive property of City upon delivery of the same.
15. **Assignment/Transfer.** Consultant shall make no assignment or transfer in whole or in part of this Agreement shall be made without the prior written consent of City.
16. **Subconsultants.** Consultant shall directly perform all Services, and shall not subcontract any portion of performance of the Services without the prior written consent of the City. Any such subconsultants shall be required to comply, to the full extent applicable, with the terms and conditions of this Agreement, including but not limited to, procuring and maintaining insurance coverage as required herein and which shall name City as an additional insured.
17. **Business Registration.** Consultant shall file a Business License Application as required by the City. The Administrative Services Department shall provide the Consultant with the required form. Consultant shall complete and file the form with the City and shall pay the business license fee before any payment for Services under this Agreement is rendered.

18. **Statement of Economic Interests.** The City may determine that the Consultant must file a Form 700, Statement of Economic Interests, as required by the City's Conflict of Interest Code. If such is the case, the City Clerk's office will provide the Consultant with form and Consultant shall file form with the City Clerk's office. Said filing shall include an Assuming Office Statement within thirty (30) days of execution of this contract, annual statements on or before April 1 of each year, and a Leaving Office Statement within thirty (30) days after termination of this Agreement or any extensions thereto.
19. **Internal Revenue Service Form W-9.** Consultant must file an Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, as required by the City to comply with regulations of the United States Department of the Treasury. If such is the case, the Administrative Services Department shall provide the Consultant with the required form. Consultant shall complete and file the form with the City before any payment for Services under this Agreement is rendered.
20. **Compliance With All Laws.** Consultant and any subconsultants shall fully comply with all applicable local, state and federal rules, laws, regulations and ordinances pertaining to performance of the Services required hereunder, including the Americans with Disabilities Act and any copyright, patent or trademark law. To the extent that any other government agency or entity provides compensation for any Services, Consultant shall comply with all rules and regulations applicable to such fiscal assistance. Consultant's failure to comply with any law(s) or regulations(s) applicable to the performance of the Services hereunder shall constitute a breach of contract.

Such laws include, but are not limited to, the California Prevailing Wage Law, California Labor Code section 1720 et seq. Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works within the definition of section 1720(a)(1) of the California Labor Code. Therefore, the services described in Exhibit A shall be performed in accordance with all applicable requirements of the California Prevailing Wage Law including, but not limited to, all applicable requirements contained in Exhibit B, which is attached to and made a part of this Agreement. To the extent that any other government agency or entity provides compensation for any services, consultant shall comply with all rules and regulations applicable to such fiscal assistance."

21. **Discrimination.** During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, gender, sexual orientation, age or physical or mental disability in violation of any applicable law.

22. **Notice.** Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Party in accordance with this Section. All such notices shall be sent by:

- A. Personal delivery, in which case notice is effective upon delivery;
- B. Certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
- C. Nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or
- D. Facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day.

City: Attn: Community Development Director  
City of Sebastopol  
7425 Bodega Avenue  
Sebastopol, California 95472

Consultant: Attn: Daryl A. Phillips  
Phillips Seabrook Associates  
100 Stony Point Road, Suite 190  
Santa Rosa, CA 95401

23. **Ownership of Documents.** All original papers, documents or computer material on disk or microfilm, and copies thereof, produced as a result of this Agreement, shall be the property of the City and may not be used by Consultant without the written consent of City. Consultant shall provide documents in electronic form in a format required by the City. Copies of such documents or papers shall not be disclosed to others without the written consent of the City Manager or his or her designated representative.

24. **Internet-Ready Deliverables.** If applicable to this Agreement, each contract deliverable shall be delivered as a data file suitable for publication on the Internet. The following specifications define the formats that satisfy this requirement:

- A. Brochures, reports, plan documents, catalogues, flyers with graphics included, and forms are to be formatted as screen-optimized “.pdf” files, if possible.

- B. Freestanding, individual graphics such as logos, small maps and photos are formatted as “.tif” files, with the largest side no larger than four inches.
  - C. Large maps are to be formatted as “.jpg” files with the largest side no larger than four inches, unless mutually agreed otherwise by the Parties.
  - D. Short text documents with no graphics are to be in MS Word.
  - E. Freestanding charts, graphs and listings are to be in MS Excel.
25. **Indemnification.** To the fullest extent allowed by law, Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, suits, actions, arbitrations proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with Consultant's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within thirty (30) days to the tender of any claim for defense and indemnity by the City unless this time has been extended by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within thirty (30) days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type to express or implied indemnity against the Indemnitees.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

Notwithstanding the foregoing, to the extent that this Agreement includes design professional services under Civil Code Section 2782.8, as may be amended from time to time, such duties of Consultant to indemnify shall only be to the full extent permitted by Civil Code Section 2782.8.



If any term or portion of this section is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, said section shall be interpreted to allow the broadest indemnity permitted by law.

This obligation to defend and indemnify City set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination or completion of this Agreement or this section or final payment to the fullest extent and duration allowed by law.

The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

26. **Insurance.** Consultant shall procure and maintain for the duration of this Agreement 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, Consultant's agents, representatives and employees.
- A. **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. 12/90) covering Automobile Liability, code 1 (any auto), or code 8, 9 if no owned auto.
  3. Workers' Compensation Insurance as required by the State of California and Employers' Liability Insurance. If no employees are utilized, the Consultant shall sign a declaration as described in California Health and Safety Code Section 19825.
  4. Errors and Omissions liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.
- B. **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. 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. Employers Liability: \$1,000,000 per accident for bodily injury or disease
  4. Workers' Compensation, Statutory Limits: \$1,000,000 per accident for bodily injury or disease.
  5. Errors and Omissions liability: \$1,000,000 per occurrence or claim as approved by the City's Administrative Services Director.
- C. No Coverage Limitations or Restrictions. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the aforementioned specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insureds (defined below). 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.
- D. Deductibles and Self-Insured Retentions ("SIR"). All deductibles or SIR must be declared to and approved by the City and shall not reduce the limits of liability. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or SIR 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. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to so exercise later.
- E. 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 ("Additional Insureds") are to be covered as insureds as respects: liability arising out of work or operations as performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
  2. The Additional Insured coverage under Consultant's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance, and shall be at least as broad as CG 20 01 04 13.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
  4. The Workers' Compensation endorsement shall contain a Waiver of Subrogation against the City. The Consultant shall provide to the City an endorsement from the Worker's Compensation insurer, if any, agreeing to waive all rights of subrogation against the City for injuries to employees of the Insured resulting from work for the City or use of the City's premises or facilities.
  5. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect City as a named insured.
- F. 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.
- G. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements effecting 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 the City's requirements. All certificates and endorsements are to be received and approved by the City before work commences. 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.
- H. 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 a 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 this Agreement. Subconsultants shall further agree to include these same provisions with any sub-subconsultant. A copy of these indemnity and insurance provisions will be furnished by Consultant to a subconsultant on request. Consultant shall require all subconsultants to provide a valid certificate of insurance and the required endorsements included in their agreement prior to commencement of any work and Consultant shall provide proof of compliance to City.

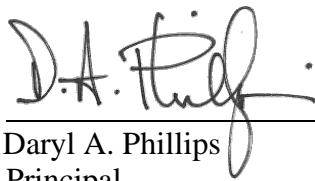
27. **Amendment.** This Agreement may be amended only by a written instrument executed by both Parties.
28. **Litigation.** If litigation ensues between City and a third-party which pertains to the subject matter of Consultant's services hereunder, Consultant, upon request from City, agrees to testify therein at a reasonable and customary fee.
29. **Construction.** This Agreement is the product of negotiation and compromise on the part of both Parties and that the Parties agree that, notwithstanding Civil Code Section 1654, any uncertainty in the Agreement shall not be construed against the drafter of the Agreement.
30. **Governing Law; Venue.** This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Cotati. Any action arising from or brought in connection with this Agreement shall be venued in a court of competent jurisdiction in the County of Sonoma, State of California.
31. **Non-Waiver.** The City's failure to enforce any provision of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.
32. **Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
33. **No Third-Party Beneficiaries.** The Parties do not intend to create, and nothing in this Agreement shall be construed to create any benefit or right in any third party.
34. **Mediation.** The Parties agree to make a good faith attempt to resolve any dispute arising out of this Agreement through mediation prior to commencing litigation. The Parties shall mutually agree upon the mediator and shall divide the costs of mediation equally.
35. **Consultant's Books and Records.**
  - A. Consultant shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the City for a minimum period of three (3) years or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement.
  - B. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years or for any longer period required by law, from the date of termination or completion of this Agreement.

- C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at Cotati City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- D. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained by the City. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor in interest.
36. **Headings.** The headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of any provisions herein.
37. **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
38. **Entire Agreement.** This Agreement, including the exhibits attached hereto and incorporated herein, constitutes the entire agreement between the Parties with respect to the Services, and supersedes all prior agreements or understandings, oral or written, between the Parties in this regard. WITNESS WHEREOF, the Parties have executed this Agreement as of the day, month and year first above written.

For City of Sebastopol:

\_\_\_\_\_  
 Larry McLaughlin, City Manager  
 City Manager

For Consultant:

  
 \_\_\_\_\_  
 Daryl A. Phillips  
 Principal

Taxpayer I.D. No.: 90-0592530

## **Exhibit A**

### **SCOPE OF SERVICES**

#### **Building Official Services**

Consultant shall perform duties and responsibilities outlined in California Building Code (“CBC”) §104 and assist the Fire Chief in administering the functions required under City of Sebastopol Municipal Code Title 15.

#### **Plan Review Services**

1. For each project referred by the City, Consultant will perform an initial completeness check of the documents submitted to determine readiness and feasibility for a comprehensive plan review. For projects that are complete and deemed acceptable for review, Consultant will perform a comprehensive review of the permit application documents for compliance with the applicable building regulations as adopted and amended by the City.

Consultant will strive to meet a 10-day turnaround time for most tenant improvement and residential remodel projects as well as conceptual (entitlement) applications and pre-application reviews. Large or complex projects may require additional time and the City and Consultant will establish a mutually agreeable timetable for the completion of project milestones, which may include, but are not limited to preliminary pre-submittal review(s), comprehensive Building Permit submittal and re-submittal review(s), permit approval, review of deferred submittals and revisions to the approved plans, etc. Solar and electric vehicle permit plan checks will be returned in no less than three (3) working days.

2. After the completion of each submittal review, Consultant will either generate a correction letter that clearly describes each item that must be addressed to achieve code compliance, OR, an approval letter that describes the documents reviewed. The primary administrative center for the City’s building services function will remain at City Hall, with all scheduling, correspondence, plan check and permitting functions and record keeping to remain with the Building Department; therefore, all plan check comments will be coordinated and communicated by a City representative. However, Consultant personnel may correspond directly with the applicant and/or the applicant’s representative(s) using a format acceptable to both the City and applicant. Consultant will correspond electronically via Email in PDF letter form or by corrections made in the PDF construction documents. Consultant will copy the appropriate City representative(s) on all correspondence as requested by the City.
3. Consultant will respond to all inquiries made by the applicant or the applicant’s representative(s) concerning project correspondence within 24 hours. Consultant will work directly with the applicant to resolve all code compliance. In the event that an issue cannot be reasonably resolved between Consultant and applicant, Consultant will work with the City’s Fire Chief to develop a final code interpretation and determination, including all requests for alternate means and methods for compliance as allowed by code.

4. For permit approval, Consultant will provide the City with multiple copies of the construction documents, as required, marked “APPROVED” in accordance with CBC §107.3.1. Consultant’s stamp shall be placed on the approved construction documents as follows:
  - a. On all plan sheets (the cover sheet shall also be signed by Consultant’s plan reviewer)
  - b. On the Cover page of all supporting documents, such as calculations, reports, deferred submittals, etc., that were reviewed for code compliance in support of the plans.

Consultant will maintain all records associated with projects referred by the City until the project is completed and returned to the City as approved or has expired due to a lack of response in 180 days. Consultant will report the current status of all projects referred by the City as requested.

For faster processing, plans may be transmitted to Consultant electronically in PDF format for review and approval. Final documents, with Consultant’s approval stamp applied to the PDF file, can be printed and delivered directly to the City for permit approval.

### **Customer Services**

Consultant will be available at City facilities for the purposes of providing customer service. That schedule of hours will be mutually agreed upon by Consultant and the City and may be amended from time to time by mutual agreement.

In addition, when available and requested by the City, Consultant will provide additional licensed / certified professionals as may be required. All Consultant employees serving in customer service roles will be selected based on their experience and qualifications to perform the requested tasks and/or duties and be approved by the City of Sebastopol prior to referral. The City may review resumes and consult with Consultant regarding Consultant’s employees who are assisting the City.

### **Emergency Services**

Consultant will advise and assist the City with respect to the City’s interests and obligations in the instance of emergencies, including both short term incidents (individual structure damage) and long term natural disasters such as fire or flood.

### **Project Specific Building Department Services**

Consultant will perform all required building inspections, for conformance to the approved plans and the adopted building regulations as amended by the City and in accordance with CBC §104.4. The project applicant or the applicant’s designee will schedule work through the City for all requested Building Inspections and any project check-in meetings throughout the duration of the referred project. The City has responsibility for coordinating meeting details which are acceptable to Consultant. The applicant is required to provide as much advance notice as possible for each inspection or meeting requested, but in no case shall be less than twenty-four hours. Consultant requires a minimum of 24 hours’ notice in advance for all inspection requests

outside of those established as the typical inspection days. Establishing a mutually agreeable schedule for inspections shall be developed and agreed to by both parties.

Consultant will report inspection results directly to the City for data entry into the City's permit tracking system immediately following the day's inspections. The City's Building Department will continue to monitor progress and may accompany and/or supplement Consultant's Building Inspections at their sole discretion.

Consultant's Supervising Building Inspector will be responsible for coordinating and/or performing all Building inspections for projects and will assign Consultant inspectors and support staff with appropriate levels of experience to perform the anticipated inspection and administrative tasks.





**AMENDMENT TO MASTER AGREEMENT 2010-01-36  
ENGINEERING CONSULTING SERVICES  
BETWEEN THE CITY OF SEBASTOPOL  
AND GHD, INC.  
Amendment No. 51  
for  
Engineering and Technical Support to Engineering Department**

The parties hereto agree to amend the above-captioned agreement as described below and on the attached Proposal.

**As-Needed Engineering Support Services:**

- Regulatory compliance for the water, sewer, and storm water utilities;
- Development of “typical” grant applications such as CDBG, TDA3 requiring less than 8 hours of effort for each application;
- Assist in the preparation of the Engineering Department annual budget;
- Assist in the preparation of the 5-year Capital Improvement Program (CIP) and annual CIP budget;
- Attend meetings for routine activities pertaining to Recology Sonoma Marin solid waste franchise agreement;
- Coordinate and oversee the City’s storm water management program and represent the City at the RRWA technical group meetings, MS4 permit meetings with the State, review related reports and make recommendations;
- Coordinate and represent the City at the Groundwater Sustainability Agency (GSA), review related reports and make recommendations;
- Coordinate with the Sonoma County Transportation Agency, review related reports and make recommendations;
- Represent the City at the CDC meetings pertaining to CDBG grant applications;
- Prepare agenda reports, staff reports, and correspondence and attend City Council meeting as requested;
- Respond to the public and other agencies’ inquiries as pertains to the Engineering Department, respond to Public Records Act (PRA) requests;
- Coordinate with other City departments on matters related to the Engineering Department;
- Review and recommend approval of payment claims for other consultants and contractors performing work for the Engineering Department;
- Prepare exhibits, maps, presentation materials for Council and other public meetings;
- Attend public meetings for matters pertaining to the Engineering Department as requested by City.

**Amount of Amendment No. 51 is not to exceed \$115,000.00.**

**Term of this Amendment is through June 30, 2024.**

Prior to incurring any costs in excess of this “Not to Exceed” amount, Consultant shall provide a written request for compensation for extra work, with an estimate of the additional anticipated cost. City assumes no responsibility for compensation of extra work performed by Consultant without prior notification and written approval of the City.

Prior to commencement of work, Consultant shall provide the required insurance and endorsements as shown in Exhibit A.

All other terms and conditions of Master Agreement 2010-01-36 are hereby incorporated by reference and made a part of this Contract.

**APPROVED:  
CITY OF SEBASTOPOL**

**GHD, Inc.**

\_\_\_\_\_  
Larry McLaughlin  
City Manager

\_\_\_\_\_  
Matthew G. Kennedy, PE  
Principal

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Our ref: 12616139

23 June 2023

Mr. Larry McLaughlin  
City Manager/City Attorney  
City of Sebastopol  
7120 Bodega Avenue/ P.O. Box 1776  
Sebastopol, CA 95473

**RE: Proposal for Engineering and Technical Support to Sebastopol Engineering Department for Fiscal Year 2023-24**

Dear Mr. McLaughlin:

GHD is pleased to provide this proposal for professional engineering services to provide on-call support to you and the Engineering Department. This proposal is submitted as provided for in GHD's Master Agreement 2010-01-36 with the City of Sebastopol.

## Scope of Work

The City has a continued need for as-needed engineering and technical support services due to the vacancy in the Engineering Manager position. The City desires as-needed engineering and technical assistance in a variety of activities, programs, and tasks routinely performed by the Engineering Manager in the following categories including, but not limited to:

- Regulatory compliance for the water, sewer and storm water utilities;
- Development of "typical" grant applications such as CDBG, TDA3 requiring less than 8 hours of effort for each application;
- Assist in the preparation of the Engineering Department annual budget;
- Assist in the preparation of the 5-year Capital Improvement Program (CIP) and annual CIP budget;
- Attend meetings for routine activities pertaining to Recology Sonoma Marin solid waste franchise agreement;
- Coordinate and oversee the City's storm water management program and represent the City at the RRWA technical group meetings, MS4 permit meetings with the State, review related reports and make recommendations;
- Coordinate and represent the City at the Groundwater Sustainability Agency (GSA), review related reports and make recommendations;
- Coordinate with the Sonoma County Transportation Agency, review related reports and make recommendations;
- Represent the City at the CDC meetings pertaining to CDBG grant applications;
- Prepare agenda reports, staff reports, and correspondence and attend City Council meeting as requested;

- Respond to the public and other agencies’ inquiries as pertains to the Engineering Department, respond to Public Records Act (PRA) requests;
- Coordinate with other City departments on matters related to the Engineering Department;
- Review and recommend approval of payment claims for other consultants and contractors performing work for the Engineering Department;
- Prepare exhibits, maps, presentation materials for Council and other public meetings;
- Attend public meetings for matters pertaining to the Engineering Department as requested by City.

## Project Team

GHD proposes the following key team members for this important assignment:

***Toni Bertolero, P.E., Senior Engineer***

*toni.bertolero@ghd.com, 707.228.5760 (mobile), 707.523.1010 (office), 707.921.7647 (direct)*

Toni has over 35 years of experience in municipal engineering. Her broad experience has been in the area of public works and utilities engineering and management. She returned to GHD after serving as the Town of Windsor’s Public Works Director and Town Engineer. She has also held the title of City Engineer with the cities of Benicia, Cotati, Rohnert Park, and Sonoma, and was Utilities Engineer-Manager for the City of Benicia Utilities Department. Her experience includes water resources engineering, transportation engineering, CIP and Public Works O&M planning, budgeting and funding; water supply, contract negotiations, agency coordination, permit acquisition, and regulatory agency negotiations.

***Elissa Overton, QWEL, QLIDI, Senior Project Coordinator***

*elissa.overton@ghd.com, 707.495.0053 (mobile), 707.523.1010 (office)*

Elissa Overton has been serving in management and coordination roles for 26 years and has 17 years of experience working as a project management coordinator through GHD. She has worked on a variety of projects throughout Northern California alongside Engineering and Environmental Consultants, as well as public and private clients. Elissa’s experience includes managing project reporting, budgeting, subconsultants, maintaining our quality systems, and management of supporting roles throughout the West Coast. Elissa is currently certified in Environmental Horticulture and Natural Resources with a focus on Sustainability, Permaculture/Regenerative Agriculture, Ecological Design, Community Resilience, Environmental Conservation, Low Impact Development, Water Quality, and Water Use Efficiency.

Toni and Elissa will be supported by a team of professional engineers, planners, and support staff with expertise in the specific area of need. On occasion, the assigned City Engineer or Matt Kennedy will provide back-up support if Toni is unavailable.

## Fee

GHD proposes a time-and-materials fee not to exceed \$115,000 for Fiscal Year 2023-24. Rates for GHD staff will be at our standard billing rates, which are included as Attachment 1.

## Schedule

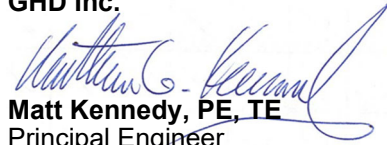
The term of the proposed services is through June 30, 2024.

## Closing

We appreciate the opportunity to continue our work with the City of Sebastopol on this important assignment. Should you have any questions, please do not hesitate to contact me or Toni Bertolero.

Sincerely,

**GHD Inc.**



**Matt Kennedy, PE, TE**

Principal Engineer

+1 707 540 3376

matt.kennedy@ghd.com

Attachment: GHD Standard Rate Schedule



**FY 2023-2024 US North America Rate Schedule**

Finance Class Code		Rate
A001	Senior Technical Director 1	\$375
A002	Senior Technical Director 2	\$350
A003	Senior Technical Director 3	\$315
A004	Technical Director 1	\$290
A005	Technical Director 2	\$265
A006	Senior Professional 1	\$240
A007	Senior Professional 2	\$220
A008	Professional 1	\$210
A009	Professional 2	\$180
A010	Professional 3	\$155
A011	Vacationer / Intern	\$145
V001	Executive Consultant 1	\$470
V002	Executuve Consultant 2	\$430
V003	Senior Consultant 1	\$350
V004	Senior Consultant 2	\$310
V005	Consultant 1	\$260
V006	Consultant 2	\$210
V007	Consultant 3	\$170
B001	Lead Design Technician 1	\$350
B002	Lead Design Technician 2	\$320
B003	Lead Design Technician 3	\$285
B004	Senior Design Technician 1	\$260
B005	Senior Design Technician 2	\$240
B006	Design Technician 1	\$215
B007	Design Technician 2	\$205
B008	Drafting/Design 1	\$190
B009	Drafting/Design 2	\$165
B010	Drafting/Design 3	\$150
B011	Drafting/Design 4	\$140
B012	Intern Drafting/Design	\$125
D001	Business Services Manager 1	\$310
D002	Business Services Manager 2	\$265

Finance Class Code		Rate
D003	Senior Admin Officer 1	\$200
D004	Senior Admin Officer 2	\$170
D005	Admin Officer 1	\$150
D006	Admin Officer 2	\$140
D007	Admin Officer 3	\$90
D008	Admin Officer 4	\$345
D009	Admin Officer 5	\$295
D010	Admin Officer 6	\$260
S001	Senior Construction Manager	\$235
S002	Construction Manager	\$215
S003	Lead Site Engineer/Supervisor	\$205
S004	Senior Site Engineer	\$155
S005	Site Engineer	\$130
S006	Lead Inspector	\$120
S007	Senior Inspector	\$115
S008	Inspector / Specialist 1	\$140
S009	Inspector / Specialist 2	\$125
S010	Clerk / Specialist 3	\$115
S011	Senior Site Manager 1	\$105
S012	Senior Site Manager 2	\$95
S013	Senior Site Manager 3	\$90
S014	Senior Site Manager 4	\$70
S015	Operator/Laborer 1	\$375
S016	Operator/Laborer 2	\$350
S017	Operator/Laborer 3	\$300
C001	Business Services Manager 1	\$260
C002	Business Services Manager 2	\$235
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C004	Senior Admin Officer 2	\$195
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C006	Admin Officer 2	\$150
C007	Admin Officer 3	\$90

1. Rates are for employees of all GHD companies.
2. All travel cost will be invoiced at coach class rates. Lodging and meal expenses will be at cost unless per diem rate is negotiated.
3. Reimbursement for direct expenses incurred for proposed services, including sub-consultant services, will be billed at cost plus 15%.
4. GHD has implemented a system of billing for consumables on a per hour basis. Associated Project Cost (APC) is a unit cost replacing the individual tracking of some of the consumable costs directly related to projects. Each year the total consumable audited costs are compiled from our general ledger including:
  - Office consumables including engineering supplies and postage.
  - Reproduction consumable costs including equipment lease and maintenance, printing, and stationary.
  - Communication consumables including telephone expenses.
  - Equipment consumable including CADD, software, and IT expenses.
 Associated project cost (APC) will be invoiced at the following rate:
  - a. General Associated Project Charges APC: \$6.50 / labor hour or 4% of labor costs.
  - b. Field Services/Construction Inspector APC: \$11.50 / labor hour.
5. Reimbursement for vehicles used for proposed services will be at the federally approved mileage rates or at a negotiated monthly
6. Overtime for non-exempt employees will be charged at 1.5 times the hourly billing rate.
7. If prevailing wage are applicable, the above billing rates and APC will be adjusted proportionate to the increase in labor cost.
8. The Rate Schedule is subject to change annually.



## Exhibit A

### City of Sebastopol

## Insurance Requirements for Professional Services

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

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers’ Compensation insurance, as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.  
(Not required if consultant provides written verification that it has no employees)
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the City of Sebastopol for review.  
If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Sebastopol requires, and shall be entitled to, the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Sebastopol.

### Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

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

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

### **Primary Coverage**

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

### **Notice of Cancellation**

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

### **Waiver of Subrogation**

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

### **Self-Insured Retentions**

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

### **Acceptability of Insurers**

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

### **Verification of Coverage**

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

### **Subcontractors**

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

### **Special Risks or Circumstances**

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



**AMENDMENT TO MASTER AGREEMENT 2010-01-36  
ENGINEERING CONSULTING SERVICES  
BETWEEN THE  
CITY OF SEBASTOPOL AND  
GHD, Inc.  
Amendment No. 52  
For  
Interim City Engineering Services**

The parties hereto agree to amend the above-captioned agreement as described below and on the attached Proposal.

Scope of Services for Interim City Engineer include:

- Attend formal public and resource agency meetings such as with City Council, Planning Commission, SCTA, Caltrans, RRWA, SR-GSA, other public agencies, and other formal public meetings.
- Attend staff level meetings with City staff, other public agency staff, public officials, community leaders and the general public.
- Assist in oversight and coordination and serve as the Single Point of Contact (SPOC) with other public agencies such as: Caltrans for federal and state transportation funded projects from the standpoint of meeting State requirements; or Sonoma County Transportation Authority (SCTA) for meeting State and Federal requirements, when a City Engineer is needed.
- Provide technical consultation to City personnel for city engineering questions.
- Attend development review meetings and review preliminary applications as requested by the Planning Department.
- Prepare conditions of approval and project review of minor development applications that are not covered under the City’s cost recovery program.
- Review and provide construction observation and review of City encroachment and grading permits (excluding permits for large, private development projects covered under the City’s cost recovery program).
- Project management, administration, and coordination of office and field tasks.
- Other miscellaneous work normally performed by the City Engineer.

**Amount of Amendment No. 52 is not to exceed \$115,000.00.**

**Term of this Amendment is through June 30, 2024.**

Prior to incurring any costs in excess of this “Not to Exceed” amount, Consultant shall provide a written request for compensation for extra work, with an estimate of the additional anticipated cost. City assumes no responsibility for compensation of extra work performed by Consultant without prior notification and written approval of the City.

Prior to commencement of work, Consultant shall provide the required insurance and endorsements as shown in Exhibit A.

All other terms and conditions of Master Agreement 2010-01-36 are hereby incorporated by reference and made a part of this Contract.

**APPROVED:**

**CITY OF SEBASTOPOL**

**GHD, Inc.**

\_\_\_\_\_  
Larry McLaughlin  
City Manager

\_\_\_\_\_  
Matthew G. Kennedy, PE  
Principal

Date: \_\_\_\_\_

Date: \_\_\_\_\_



23 June 2023

Larry McLaughlin  
City of Sebastopol  
7120 Bodega Ave.  
Sebastopol, CA 95473

**RE: Proposal for Interim City Engineering Services for Fiscal Year 2023-24**

Dear Mr. McLaughlin:

GHD is pleased to provide this proposal for professional City Engineering services. This proposal is submitted as provided for in GHD's Master Agreement 2010-01-36 with the City of Sebastopol.

It is proposed that Mr. Mario Landeros, PE, will continue as the assigned Interim City Engineer on a part-time, as-needed basis. The official title of this role is Interim City Engineer, but for purposes of this proposal and during the course of work, this position may also be referred to as "City Engineer."

## Project Team

GHD proposes the following key team members for this important assignment:

***Mario Landeros, P.E., Assigned Interim City Engineer***

*mario.landeros@ghd.com, 707.228.6111 (mobile), 707.523.1010 (office), 707.236.1542 (direct)*

Mario has over 30 years of municipal engineering experience, most recently serving as the City of Healdsburg Principal Engineer and Interim City Engineer before retiring in 2018. Mario's knowledge and skills in city engineering functions and activities, particularly in Sonoma County, make him an ideal fit with the City of Sebastopol. Mario has served as the Interim City Engineer for the City of Sebastopol since January 1, 2022.

***Toni Bertolero, P.E., Senior Engineer***

*toni.bertolero@ghd.com, 707.228.5760 (mobile), 707.523.1010 (office), 707.921.7647 (direct)*

Toni has over 35 years of experience in municipal engineering. Her broad experience has been in the area of public works and utilities engineering and management. She returned to GHD after serving as the Town of Windsor's Public Works Director and Town Engineer. She has also held the title of City Engineer with the cities of Benicia, Cotati, Rohnert Park, and Sonoma, and was Utilities Engineer-Manager for the City of Benicia Utilities Department.

***Elissa Overton, QWEL, QLIDI, Senior Project Coordinator***

*elissa.overton@ghd.com, 707.495.0053 (mobile), 707.523.1010 (office)*

Elissa Overton has been serving in management and coordination roles for 26 years and has 17 years of experience working as a project management coordinator through GHD. She has worked on a variety of projects throughout Northern California alongside Engineering and Environmental Consultants, as well as public and private clients. Her experience includes development of contract

documents, review of plans and specifications, permit preparation and approval, processing and tracking of submittals/RFIs through web-based document management systems, meetings, and public outreach are also part of her toolbox. She is responsible for managing project reporting, budgeting, subconsultants, maintaining our quality systems, and management of supporting roles throughout the West Coast.

For the City Engineer role, Mario will be supported by various GHD staff with internal coordination and general oversight by Toni Bertolero. If needed, GHD will provide a licensed surveyor for review and approval of the accuracy of parcel/final maps and other land surveying decisions. Other support staff will include specialty professional staff to oversee the City's other programs such as the stormwater management program, groundwater sustainability program and City representation at regional meetings.

It is presumed that minor encroachment permit inspection will continue to be performed by Public Works staff.

## Scope of Work

Tasks to be performed under this proposal:

- Attend formal public and resource agency meetings such as with City Council, Planning Commission, SCTA, Caltrans, RRWA, SR-GSA, other public agencies and other formal public meetings.
- Attend staff level meetings with City staff, other public agency staff, public officials, community leaders and the general public.
- Assist in oversight and coordination and serve as the Single Point of Contact (SPOC) with other public agencies such as: Caltrans for federal and state transportation funded projects from the standpoint of meeting State requirements; or Sonoma County Transportation Authority (SCTA) for meeting State and Federal requirements, when a City Engineer is needed.
- Provide technical consultation to City personnel for city engineering questions.
- Attend development review meetings and review preliminary applications as requested by the Planning Department.
- Prepare conditions of approval and project review of minor development applications that are not covered under the City's cost recovery program.
- Review and provide construction observation and review of City encroachment and grading permits (excluding permits for large, private development projects covered under the City's cost recovery program).
- Project management, administration, and coordination of office and field tasks.
- Other miscellaneous work normally performed by the City Engineer.

Other City Engineering tasks that may arise, from time to time, will be provided upon request and by separate contract, namely:

- Preparation of plans, specifications and estimates for capital improvement projects and other maintenance projects.
- Provide construction management of capital improvement projects and other maintenance and repair projects.
- Perform City Engineer review of private development projects, including plan check, approval of improvement plans, final maps and other engineering-related documents for development projects covered under the City's cost recovery program.
- Provide inspection of large, private development projects covered under the City's cost recovery ("deposit account") program.
- Provide inspection of major City encroachment permits.

## Schedule

The term of the proposed services is through June 30, 2024.

## Fee Estimate

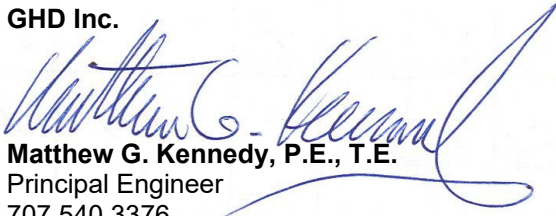
GHD proposes a time-and-materials fee not to exceed \$115,000 for Fiscal Year 2023-24. Rates for GHD staff will be at our standard billing rates, which are included as Attachment 1.

## Closing

We welcome the opportunity to continue our work with the City of Sebastopol on this important assignment. Should you have any questions, please do not hesitate to contact me or Toni Bertolero.

Sincerely,

**GHD Inc.**



**Matthew G. Kennedy, P.E., T.E.**

Principal Engineer

707.540.3376

matt.kennedy@ghd.com

Attachment: GHD Standard Rate Schedule



**FY 2023-2024 US North America Rate Schedule**

Finance Class Code		Rate
A001	Senior Technical Director 1	\$375
A002	Senior Technical Director 2	\$350
A003	Senior Technical Director 3	\$315
A004	Technical Director 1	\$290
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S013	Senior Site Manager 3	\$90
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8. The Rate Schedule is subject to change annually.



## Exhibit A

### City of Sebastopol

## Insurance Requirements for Professional Services

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.

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Coverage shall be at least as broad as:

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(Not required if consultant provides written verification that it has no employees)
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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.