



**REQUEST FOR PROPOSALS FOR PROFESSIONAL PLANNING
SERVICES FOR A GENERAL PLAN UPDATE AND
ENVIRONMENTAL IMPACT REPORT**

City of Sonoma
#1 The Plaza
Sonoma, CA 95476-6618

Issue Date: December 5, 2022

Deadline for Submissions: January 20, 2023

CITY OF SONOMA
REQUEST FOR PROPOSALS
PROFESSIONAL PLANNING SERVICES
FOR A GENERAL PLAN UPDATE AND ENVIRONMENTAL IMPACT REPORT

I. INTRODUCTION AND BACKGROUND

The City of Sonoma comprises 2.74 square miles within the Sonoma Valley. The city is situated in the center of the approximately 17-mile-long Sonoma Valley, which is bounded by the Sonoma Mountains to the west, the Mayacamas Mountains to the east, San Pablo Bay to the south, and the city of Santa Rosa to the north. State Route (SR) 12 provides access through the central and northern portions of the Sonoma Valley. The City was incorporated on September 3, 1876.

Sonoma's origins date to 1823, when José Altimira established Mission San Francisco Solano, under the direction of Governor Luis Antonio Argüello. Following the Mexican secularization of the missions, famed Californio statesman Mariano G. Vallejo founded Sonoma on the former mission's lands in 1835. Sonoma served as the base of General Vallejo's operations until the Bear Flag Revolt in 1846, when American filibusters overthrew the local Mexican government and declared the California Republic, ushering in the American Conquest of California.

According to the Demographics Research Unit (DRU) of the California Department of Finance, in May, 2020, the population of Sonoma was 10,768 persons. On January 1, 2021 it was 10,755 and increased by 24 people by January 1, 2022, to 10779.

The City has more than 1,300 business establishments and serves as the economic hub for the larger Sonoma Valley. Known as the birthplace of wine in California, and the location where California was born as one of the United States, Sonoma Valley is a year-round destination for wine, food, arts, culture and lifestyle.

The City of Sonoma is governed by five (5) Councilmembers elected at large, one of whom serves as Mayor. The City Council appoints the City Manager who implements policy set by the City Council. The City's Planning Commission, appointed by City Councilmembers, is comprised of seven (7) Planning Commissioners and acts as a recommending body to the City Council.

The City Council and City Staff pride themselves on the high-quality delivery of services to residents. This is accomplished in part through shared values adopted by City Council and Staff that reflect commitment to the Sonoma community.

Urban Growth Boundary: On November 7, 2000, the City of Sonoma voters passed Measure S which amended the City's then existing General Plan to incorporate into that General Plan a line beyond which certain urban development would not be permitted, except under certain circumstances. Measure S Stated that adoption of its boundary "reflects a commitment to focus future development within the City in order to prevent urban sprawl into the agriculturally and environmentally sensitive areas surrounding the City." In 2020, the City voters passed Measure W which renewed the existing Urban Growth Boundary for another 20 years, until December 31, 2040.

Current General Plan: The existing General Plan was comprehensively updated and adopted in 2006 and encompasses a time frame from 2006 – 2020. Since 2006, the Housing Element has been updated

regularly as required by State law, with the current version having been adopted on March 16, 2015. Besides updating the Circulation Element in 2017, none of the other elements have been comprehensively revised since 2006.

The current General Plan is comprised of 7 elements:

- Community Development Element
- Local Economy Element
- Environmental Resources Element
- Circulation Element
- Public Safety Element
- Noise Element
- Housing Element

The General Plan update is envisioned as a major update of all elements except the Housing Element, including the introduction of new topics including Historic and Archeological Resources, Environmental Justice, Sustainability and Climate Change, and Parks and Recreation. Ultimately, a goal of this update is to produce a General Plan that is accessible and implementable. City staff is open to suggestions for streamlining the process.

The following documents should be reviewed when preparing proposals:

- **City of Sonoma General Plan:** <https://www.sonomacity.org/documents/2020-general-plan/>
- **City of Sonoma Circulation Element:** <https://www.sonomacity.org/documents/final-sonoma-circulation-element-2016/>
- **City of Sonoma Housing Element:** <https://www.sonomacity.org/documents/2015-2023-housing-element/>
- **Housing Element Update:** [Housing Element Update - City of Sonoma \(sonomacity.org\)](https://www.sonomacity.org/documents/housing-element-update/)
- **Zoning Map:** <https://www.sonomacity.org/documents/sonoma-map/>
- **Zoning Code:** <https://www.codepublishing.com/CA/Sonoma/>

II. SCOPE OF WORK

The scope of work includes an update of the 2020 City of Sonoma General Plan and preparation of an Environmental Impact Report (EIR) for the updated General Plan.

The City is interested in applying its resources wisely and in a cost-effective manner. The City also recognizes that although all elements of the general plan are important, including optional elements, not all need to be addressed in a general plan. The City is prepared to minimize or eliminate some of the discretionary elements and will work with the consultant to identify the elements in question.

Community engagement and outreach: It is in the interest of the City to have a robust, inclusive, and informative community engagement program. It is also in the interest of the City to have City Staff and community volunteers be involved in community engagement activities. The role of the consulting team will be to organize and arrange content for the community workshops, and to facilitate public meetings. The consultant will monitor the direction and outcome of the public review process and incorporate the input into the updated General Plan.

The community engagement process for the General Plan update is anticipated to include at least three categories of workshops open to the public: 1) an introductory workshop/visioning session, 2) a workshop held midway through the update process that will serve to report the consultant's findings to date and present alternative recommendations, and 3) a workshop/hearing to present the preferred alternative(s). Each category of workshops will include public meetings focused on one or more groups, such as the general public, Planning Commissioners, City Councilmembers, etc. The number of meetings to be held within each workshop category to engage broad public comment will be determined based on input from City Staff and the consultant's recommendation, as well as the overall budget for the project.

Staff in the Planning and Community Services Department will be responsible for public notification, scheduling of meetings, and website maintenance, and assisting the consultant with public outreach. City Staff also anticipates editing sections of the initial draft plan, as well as reviewing the consultant's administrative draft of the General Plan update.

III. SCOPE OF SERVICES

All services shall be provided in accordance with the City's draft professional services agreement, a sample of which is provided for as Attachment A. Services to be provided by the selected consultant include the following:

1. Establish one individual who will serve as consultant's project manager and point of contact for all services performed under contract.
2. Work as an extension of City Planning and Community Services Department Staff. Maintain an open dialogue with Staff and work closely with the City review team to update existing goals and policies from the 2006 General Plan.
3. Research and prepare reports; and facilitate public meetings and workshops with City Staff, Planning Commissioners, City Councilmembers, and the public to gather input, collaboratively explore ideas, and present findings.
4. Provide a Draft Environmental Impact Report (EIR), Final EIR and all supporting documents necessary to comply with the requirements of the California Environmental Quality Act.
5. Document current conditions, establish goals for the City's future, and recommend means for achieving those goals within the appropriate elements of the General Plan.
6. Provide consistency with the State Office of Planning and Research General Plan Guidelines.
7. Integrate all documents and elements to provide internal consistency in content and appearance. Eliminate redundancy between elements as much as possible.
8. Advise changes to the City's zoning regulations to comply with any changes to the Land Use Element.
9. After receiving comments from City Staff, incorporate revisions and prepare revised draft Plan(s).

10. Present the final draft General Plan Update and draft EIR at a public hearing before the Planning Commission for their recommendation to the City Council and at a public hearing before the City Council for their consideration of approval as required for Plan adoption.

IV. SCHEDULE

RFP Released:	December 5, 2022
Proposals Due:	January 20, 2023
Initial Proposal Evaluation Completed:	February 4, 2023
Interviews (if necessary):	February 7, 2023
City Council Award:	February 22, 2023 or March 1, 2023
Contract Execution:	March 30, 2023

V. REQUIRED PROPOSAL CONTENTS

The City welcomes a response to the RFP in that best expresses the qualifications of the respondent. In general, lengthy or overly complex responses are discouraged. To demonstrate its qualifications, ability to perform the services described in this RFP, and its proposed methodology for performing these services, the consultant shall submit proposals containing the following information, as described below.

A. Qualifications

- Identify by name and position the proposed Project Manager and include a detailed resume for this individual. If the Project Manager is different from the person who will be the actual key contact with City Staff, identify this person and include a detailed resume.
- List the name, position, brief resume, and proposed responsibilities for all other key personnel. Indicate their present assignments and availability. Include alternate personnel that would be used if the persons identified as key personnel are not available at the time a specific project issue arises.
- Describe any special resources the project team may bring to the Project, such as specific recent experience working on related projects and recent experience on City of Sonoma or other local (Sonoma County) projects.

B. Experience

- List and briefly describe the five (5) most recent similar projects by the proposed project team. Each description shall include:
 - The name of the client and a contact name, address, and telephone number/email address.
 - The scope of the consultant's involvement in the project.
 - The month/year the project started and the month/year it was completed.
 - The total value of the services provided.
 - The key personnel involved and the sub-consultants employed.
 - Sub-consultants should identify at least three (3) recent projects of a similar nature.
- Briefly summarize any litigation (and outcomes) within the last seven years that the firm has been involved in concerning a general plan, specific elements of a general plan, or the adequacy of CEQA documentation prepared by the firm or proposed subcontractors.

- Include a sample Land Use Element and an element of your choosing, completed within the last five years. Preference will be given to firms that have completed General Plan updates per the 2017 Office of Planning and Research Guidelines.

C. Project Approach

Briefly describe the project team’s proposed technical and management approach to the project. Include the following information:

- A description of the project team’s organization, methodology, and approach required to conduct this project.
- A description of the process of the flow of communications between firm team members and City Staff.
- The firm’s approach to cost control, schedules and ensuring deliverables are met by established milestones/timelines, and quality.
- Any assumptions or limitations as to technical study scope or process (number of meetings to be conducted and attended, types and number of technical studies needed, etc.).

D. Cost Proposal – *Separately sealed*: Provide a separately sealed and labeled fee proposal based on time and materials, with a “not-to-exceed” maximum cost for all work identified in the scope of services.

- Identify the expected hours by job classification. Include the work of all sub-consultants in computations.
- Provide a current hourly rate schedule, and list positions.
- Include an estimated budget for reimbursable expenses, if any. Include any contingency for unforeseen expenses and detail what items would be covered by this contingency budget.
- Suggest any modifications that the City could make to the scope of work or scope of services that would allow the project to be accomplished more cost effectively.

VI. PROPOSAL EVALUATION

Consultant proposals will be evaluated based upon firm qualifications and qualifications of key personnel, experience, project approach, cost, and responsiveness to RFP criteria. Preferential consideration will be given to firms as described in Item VI.B above. Proposals will be evaluated by a committee comprising City of Sonoma Staff, and after review of the proposals, the evaluation committee may choose to interview up to three top-ranked firms.

City Staff will negotiate a contract with the top-ranked firm based on the scope of work and scope of services described herein, and the cost proposal submitted by the consultant. In the event the City and the top-ranked consultant are unable to reach a mutually satisfactory agreement for any reason, the City reserves the right to terminate negotiations with the top-ranked firm and to commence negotiations with the second-ranked firm.

The City Council will consider the recommendation of the consultant evaluation committee and the negotiated contract, and make a decision regarding award of the contract during a regularly scheduled meeting that is open to the public. Provided the City Council approves the contract, the selected firm should be ready to immediately begin implementation of services described in the scope of work.

VII. INSURANCE REQUIREMENTS

Once the successful consultant has been notified of the contract award, they will be required to submit insurance certificates as specified in the requirements provided as Attachment B.

VIII. INQUIRIES

Inquiries concerning this request for proposal must be made in writing via email to:

Kristina Tierney
Associate Planner
City of Sonoma
Email: ktierney@sonomacity.org

IX. CITY BUSINESS LICENSE

A City of Sonoma Business License is required for work performed in the City of Sonoma. For information on how to apply for a license and associated fees, please go to the City's website at <https://www.sonomacity.org/business-licenses/>

X. CITY OF SONOMA RIGHT OF REFUSAL

The City of Sonoma reserves the right to accept or reject any or all proposals based solely on its analysis of the proposals received including the cost thereof.

XI. PROPOSAL SUBMITTAL

All proposals in response to this RFP are due no later than 5:00 p.m. on January 20, 2023. Five (5) hard copies and one electronic copy via email of the proposals are required and are to be delivered to:

City of Sonoma
1 the Plaza
Sonoma, CA 95476
Attention: Kristina Tierney, Associate Planner
ktierney@sonomacity.org

XII. APPENDICES

Appendix A – Sample Professional Services Agreement

Appendix B –Proposal Requirements

Appendix C- Evaluation Criteria

Appendix A –Sample Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of Sonoma / *[Company or Individual]*)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into as of the last date indicated below by and between the City of Sonoma, a California municipal corporation (“City”), and _____ *[enter consultant’s (company’s) name]*, a _____ *[insert consultant’s state of incorporation]* _____ *[insert consultant’s legal status e.g., individual, partnership, corporation, nonprofit public benefit corporation, limited liability company, etc.]* (“Consultant”) (collectively, “parties”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: _____ *[insert description of consultant’s services]*.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3 City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant’s work by City shall not operate as a waiver or release. Consultant represents and warrants to City that (a) it has all licenses, permits, qualifications, insurance and approvals of whatever nature which are legally required for Consultant to practice its profession, and (b) it shall, at its sole cost, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. Consultant shall indemnify and hold harmless the City from and against any and all claims or expenses caused or occasioned directly or indirectly by Consultant’s failure to so perform.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 “Scope of Services” means such professional services as are set forth in Consultant’s _____ *[insert consultant’s proposal date]* proposal to City attached hereto as “Exhibit A” and fully incorporated herein by this reference.

- 3.2 “Approved Fee Schedule” means such compensation rates as are set forth in Consultant’s _____ [insert date fee schedule submitted to City] fee schedule to City attached hereto as “Exhibit B” and fully incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.3 “Maximum Amount” means the highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is _____ Dollars (\$ _____).
- 3.4 “Commencement Date” means _____ [enter commencement date].
- 3.5 “Termination Date” means _____ [enter termination date].
- 3.6 “City Consultant Project Administrator” means _____ [enter name of City’s contact for purposes of Agreement].
- 3.7 “Consultant Project Administrator” means _____ [enter name of Consultant’s contact for purposes of Agreement].

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall terminate at 11:59 p.m. on the Termination Date unless extended in writing by mutual agreement of the parties or terminated earlier in accordance with Section 18 (“Termination”) below.

5. CONSULTANT’S SERVICES

- 5.1 Time is of the essence in Consultant’s performance of services under this Agreement.
- 5.2 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In performing services under this Agreement, Consultant shall coordinate all contact with City through its Consultant Project Administrator. All changes and/or extra work shall be performed and paid for in accordance with the following:
- 5.2.1 Only the City [enter department head] or City Council may authorize extra and/or changed work. Consultant expressly recognizes that other City personnel are without authorization to either order extra and/or changed

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work or waive contract requirements. Failure of Consultant to secure the Council's or City [enter department head]'s authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in the Maximum Amount due to such unauthorized work and Consultant thereafter shall be entitled to no compensation whatsoever for performance of such work.

5.2.2 If the Consultant is of the opinion that any work s/he has been directed to perform is beyond the scope of this Agreement and constitutes extra work, s/he shall promptly notify the City of this opinion. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, it shall provide extra compensation to the Consultant on a fair and equitable basis. A Supplemental Agreement providing for such compensation for extra work shall be negotiated between the City and the Consultant. Such Supplemental Agreement shall be executed by the Consultant and be approved by the City in accordance with its purchasing policy.

5.2.3 In the event City determines that such work does not constitute extra work, Consultant shall not be paid extra compensation above that provided herein and if such determination is made by City staff, this determination may be appealed to the City Council as long as a written appeal is submitted to the City Manager within five (5) days after the staff's determination is received by the Consultant. Any written appeal shall include a description of each and every ground upon which Consultant challenges the staff's determination. The City Council's decision shall be final.

5.3 In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the Maximum Amount unless specifically approved in advance and in writing by City. Consultant shall notify the City Consultant Project Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount payable above. Consultant shall concurrently inform the City Consultant Project Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount payable above.

5.4 Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict-of-interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).

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- 5.5** Consultant shall obtain and maintain in force a City business license for the term of this Agreement.
- 5.6** Consultant represents that it has advised City in writing prior to the date of signing this Agreement of any known relationships with third parties, City Council Members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.
- 5.7** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.8** Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. _____ *[enter name of Consultant's contact for purposes of Agreement]* shall be the Consultant Project Administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No other person shall serve as Consultant Project Administrator without City's prior written consent.
- 5.9** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 5.10** Consultant shall be responsible to City for all services to be performed under this Agreement. All subconsultants shall be approved by the City Consultant Project Administrator and their billing rates identified in the Approved Fee Schedule, Exhibit B. City shall pay Consultant for work performed by its subconsultants (including labor) only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subconsultants performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subconsultants.

5.11 Consultant shall notify the City Consultant Project Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.

5.12 Prevailing Wage Notice.

5.12.1 This Agreement is subject to prevailing wage law, for all work performed under the Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Consultant acknowledges that prevailing wage determinations are available for the performance of inspection and survey work.

5.12.2 In the event Consultant will perform inspection services, City or authorized representatives of the City shall have the right to inspect the work of such services whenever such representatives may deem such inspection to be desirable or necessary. Inspections by the City do not in any way relieve or minimize the responsibility of Consultant to conduct the inspections Consultant has expressly agreed to perform pursuant to this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and acceptability of each inspection of improvement or construction which Consultant agrees to inspect hereunder.

6. COMPENSATION

6.1. City agrees to compensate Consultant for the services provided under this Agreement and Consultant agrees to accept payment in accordance with the Approved Fee Schedule in full satisfaction for such services.

6.2. Consultant shall submit to City an invoice, on a monthly basis or less frequently, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

6.3. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall include a copy of each subconsultant invoice for which reimbursement is sought in the invoice.

- 6.4. The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. RELATIONSHIP OF PARTIES

- 8.1. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Consultant, its officers, employees and agents shall not have any power to bind or commit the City to any decision or course of action, and Consultant, its officers, employees and agents shall not represent to any person or party that it or they are acting as agents of the City or that it or they have the power to bind or commit the City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 8.2. Under no circumstances shall Consultant look to the City as its employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers’ compensation, and other applicable federal and state taxes.

9. CONSULTANT PROJECT ADMINISTRATOR

In performing services under this Agreement, Consultant shall coordinate all contact with City through its City Consultant Project Administrator. City reserves the right to change this designation upon written notice to Consultant. All services under this Agreement shall be

performed at the request of the City Consultant Project Administrator, who will establish the timetable for completion of services and any interim milestones.

10. INDEMNIFICATION

- 10.1.** The parties agree that City, its officers, agents, employees, and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the parties intend the provisions of this indemnity provision to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend (with counsel satisfactory to City) City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subconsultants, or anyone directly or indirectly employed by either Consultant or its subconsultants, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other expenses of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 10.3.** City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 of this Agreement and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4.** The obligations of Consultant under this Section 10 of this Agreement are not limited by the provisions of any workers' compensation or similar statute.

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Consultant expressly waives its statutory immunity under such statutes as to City, its officers, agents, employees and volunteers.

- 10.5.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in Section 10 of this Agreement from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others, Consultant agrees to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subconsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6.** City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply whether or not any insurance policies apply to a claim, demand, damage, liability, loss, cost or expense.
- 10.7.** In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 10.8.** Notwithstanding any federal, state, or local policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in CalPERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

11. INSURANCE

- 11.1.** During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or

damages to property that may arise from or in connection with Consultant's performance of this Agreement.

- 11.2.** Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements or limits shall be available to City as an Additional Insured as provided below. Furthermore, the requirements for coverage and limits shall be the greater of (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.
- 11.3.** Insurance required under this Agreement shall be of the types set forth below, with minimum coverage as described:
 - 11.3.1.** Comprehensive General Liability Insurance written on a per occurrence basis with coverage limits of not less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) general aggregate, including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
 - 11.3.2.** Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of Two Million Dollars (\$2,000,000) per claimant and Two Million dollars (\$2,000,000) per incident. Automobile liability insurance shall be evidenced by ISO Form Number CA 0001 covering Code 1 (any auto) or, if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned).
 - 11.3.3.** Worker's Compensation insurance if and as required by the laws of the State of California.
 - 11.3.4.** Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate. In the event Consultant's policy is a "claims made" policy only covering those claims made during the policy period, then Consultant agrees to maintain the professional liability insurance required hereunder and with respect to this project in effect for at least three (3) years after acceptance of the work. The retroactive date of the policy must be shown and must be before the Commencement Date of this Agreement. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date before the Commencement Date of this Agreement, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

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- 11.4.** Consultant shall require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this Agreement provided however, that the City Consultant Project Administrator may waive the provision of Errors and Omissions Insurance by subconsultants in his or her sole discretion.
- 11.5.** The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.6.** Consultant agrees that if it does not keep the insurance coverages required by this Agreement in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant's expense.
- 11.7.** At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the required coverages are in effect and naming City and its officers, employees, agents and volunteers as Additional Insureds. Prior to commencement of work under this Agreement, Consultant shall file with City's Risk Manager such certificate(s) and Forms CG 20 10 07 04 and CG 20 37 07 04 or the substantial equivalent showing City as an Additional Insured.
- 11.8.** Consultant shall provide proof that policies of insurance required by this Agreement expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.9.** The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as Additional Insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.10.** The insurance provided by Consultant shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.11.** All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subconsultants, from waiving

the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City. 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 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 for all work performed by the Consultant, its employees, agents and subconsultants.

- 11.12.** Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 11.13.** Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.
- 11.14.** Consultant may be self-insured under the terms of this Agreement only with express written approval from the City.
 - 11.14.1.** All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability.
 - 11.14.2.** 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.
- 11.15.** 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 exercise later.

12. MUTUAL COOPERATION

- 12.1.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2.** If any claim, action, or proceeding is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim, action, or proceeding.

13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

14. RECORDS AND INSPECTIONS

Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. City shall further have the right to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

15. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

16. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; (ii) the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing); or (iii) the day of delivery if emailed to the email address listed below and simultaneously deposited in the U.S. mail, postage prepaid, to the address(es) listed below (or to such other addresses as the parties may, from time to time, designate in writing).

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If to City:

[Name]
City of Sonoma
[Department/Division]
No. 1 The Plaza
Sonoma, CA 95476
Telephone: (707) 938-3681
Facsimile: (707) [Fax Number]
Email: [Insert]

If to Consultant:

[Name]
[Company]
[Address]
[Address]
Telephone: [Insert]
Facsimile: [Insert]
Email: [Insert]

With courtesy copy to:

David J. Ruderman, City Attorney
Colantuono, Highsmith & Whatley, PC
670 W. Napa Street, Suite F
Sonoma, CA 95476
Telephone: (707) 986-8091
Facsimile: (707) 509-7295
Email: druderman@chwlw.us

17. SURVIVING COVENANTS

The parties agree that the covenants contained in Paragraph 8.2, Section 10, Paragraph 12.2, Section 13, and Section 14 of this Agreement shall survive the expiration or termination of this Agreement.

18. TERMINATION

18.1. The City may, in its sole and unfettered discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the services required. Notice of Termination of this Agreement shall be given in writing to Consultant and shall be sufficient and complete when same is emailed to Consultant and simultaneously deposited in the United States mail postage prepaid and certified, addressed as set forth in Section 16 of this Agreement. The Agreement shall be terminated upon receipt of the Notice of Termination by Consultant. If City should terminate this Agreement, the Consultant shall be compensated for all work satisfactorily performed prior to time of receipt of termination notice, and shall be compensated for materials ordered by the Consultant or his/her employees, or services of others ordered by the Consultant or his/her employees prior to receipt of Notice of Termination whether or not such materials or final instruments of services of others have actually been delivered, provided that the Consultant or its employees are not able to cancel such orders for materials or services of others.

Compensation for the Consultant in the event of termination by the City shall be determined by the City [enter department head] in accordance with the percentage of project completed. In the event that this Agreement is terminated pursuant to this Paragraph 18.1, Consultant shall not be entitled to any additional compensation over that provided herein; nor shall Consultant be entitled to payment for any alleged damages or injuries (including lost opportunity damages) purportedly caused by the termination of this Agreement by the City pursuant hereto.

- 18.2. Consultant may terminate this Agreement upon thirty (30) days written notice to the City only for good cause. Consultant's written notice of termination shall contain a full explanation of the facts and circumstances constituting good cause. In the event of termination, all notes, sketches, computations, drawings and specifications, or other data, whether complete or not, produced through the time of the City's last payment shall be relinquished to the City. The City may, at its own expense, make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.
- 18.3. Should the Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may terminate this Agreement by giving written notice of such termination, stating the reasons for such termination in such event. Consultant shall be compensated as above, provided, however, there shall be deducted from such amount the amount of damage if any, sustained by City by virtue of the Consultant's breach of this Agreement.
- 18.4. In no event shall Consultant be entitled to receive more than the Maximum Amount that would be paid to Consultant for the full performance of the services required by this Agreement as provided in Paragraph 3.3 above and as otherwise provided in this Agreement.

19. GENERAL PROVISIONS

- 19.1. Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 19.2. Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, sexual orientation, or any other unlawful basis. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment

without regard to race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, sexual orientation, or any other unlawful basis. Such action 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; or in terms, conditions or privileges of employment, and selection for training, Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

- 19.3.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting.
- 19.4.** The captions appearing at the commencement of the Sections hereof, and in any paragraph thereof, are for convenience in reference to this Agreement. Should there be any conflict between such heading, and the Section or Paragraph thereof at the head of which it appears, the Section or Paragraph shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).
- 19.5.** The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party to be charged with the waiver.
- 19.6.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 19.7.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition contained in

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this Agreement, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees expended in the action. The venue for any litigation shall be Sonoma County, California and Consultant hereby consents to jurisdiction in Sonoma County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

- 19.8.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 19.9.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 19.10.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and those of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on behalf of the City and Consultant.
- 19.11.** Nonprofit service contractors which receive contracts from the City of \$75,000 or more in a 12-month period, and for-profit service contractors who receive contracts from the City of \$10,000 or more in a 12-month period, provided they have more than six employees, may be subject to the City's Living Wage Ordinance. Sub-contractors with \$50,000 or more in annual gross receipts may also be subject to the Living Wage Ordinance. Unless otherwise exempt in accordance with the provisions of the Ordinance (Sonoma Municipal Code Chapter 2.70), this Agreement is subject to applicable provisions of the Living Wage Ordinance of the City as amended from time to time and available on the City's website.
- 19.12.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

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Without limitation, “electronic signature” shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

- 19.13.** This Agreement shall be binding on successors and assigns of the parties.
- 19.14.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 19.15.** The Recitals are incorporated by this reference.

[Signatures on following page]

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TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement as of the last date indicated below:

“City”
City of Sonoma

“Consultant”
[Name of Company or Individual]

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Signature

By: _____
Rebekah Barr, City Clerk

Printed: _____

Date: _____

Title: _____

Date: _____

Approved as to form:

By: _____
David J. Ruderman, City Attorney

Date: _____

**“EXHIBIT A”
SCOPE OF WORK**

**“EXHIBIT B”
APPROVED FEE SCHEDULE**

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Appendix B – Proposal Requirements

APPENDIX B – PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in the order listed:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

City of Sonoma
Attn.: Kristina Tierney
#1 The Plaza
Sonoma, CA 95476-6618

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be wet-signed in blue ink by the individual authorized to bind the Consultant to the proposal.

2. Executive Summary

3. Consultant Information, Qualifications & Experience

The City of Sonoma will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:

1. Contracting agency
2. Contracting agency Project Manager
3. Contracting agency contact information
4. Contract amount
5. Date of contract
6. Date of completion
7. Consultant Project Manager and contact information
8. Project Objective
9. Project Description
10. Project Outcome

4. Organization and Approach

1. Describe the roles and organization of your proposed team for this project. Indicate the composition of subcontractors and number of project staff, facilities available and experience of your team as it relates to this project.
2. Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed.

3. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Work, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project.

5. Scope of Work

1. Include a detailed Scope of Work Statement describing all services to be provided.
2. Describe project deliverables for each phase of your work.
3. Describe your cost control and budgeting methodology for this project.

6. Schedule of Work

Provide a detailed schedule for all phases of the project and the proposing Consultant's services including time for reviews and approvals. The City would like to begin this project immediately upon award.

7. Conflict of Interest Statement

The proposing Consultant shall disclose any financial, business or other relationship with the City of Sonoma that may have an impact upon the outcome of the contract or the construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The proposing Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

8. Litigation

Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

9. Contract Agreement

Indicate if the proposing Consultant has any issues or needed changes to the proposed Professional Services Agreement included as Attachment 2.

The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

10. Cost Proposal

The proposal shall include a cost proposal for each service of the proposal. Proposing Consultants will be required to submit certified payroll records, if needed and required. Cost proposal shall be included with the proposal and will be a part of the evaluation criteria. Consultant shall prepare a Lump Sum Fee estimate with progress payments at defined milestones/tasks.

Appendix C- Evaluation Criteria

APPENDIX C – PROPOSAL EVALUATION

Evaluation Process

All proposals will be evaluated by a City of Sonoma Selection Committee (Committee). The Committee may be composed of City of Sonoma staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the City of Sonoma Project Manager only (Kristina Tierney, Associate Planner). Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP.

The selection process may include oral interviews. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria, and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points (four hundred [400] points if no interviews are conducted).

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria Summary and their respective weights are as follows:

No.	Written Evaluation Criteria	Weight
1	Organization of Proposal	10
2	Cost Proposal	20
3	Staff Qualifications & Approach	10
4	Project Scope	20
5	Schedule of Work	10
6	Conflict of Interest Statement	Pass/Fail
7	References	10
Subtotal:		80

No.	Interview Evaluation Criteria (if needed)	Weight
8	Presentation by team	10
9	Q&A Response to panel questions	10
Subtotal:		20
Total:		100

1. Organization of Proposal (10 points)

- a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.

2. Cost Proposal (20 points)

- a. Proposal clearly defines cost in spreadsheet format.

3. Staff Qualifications and Approach (10 points)

- a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to conduct services.
- b. Describes familiarity of project and demonstrates understanding of work completed to date and project objectives moving forward
- c. Roles and Organization of Proposed Team
 - i. Proposes adequate and appropriate disciplines of project team.
 - ii. Some or all of team members have previously worked together on similar project(s).
 - iii. Overall organization of the team is relevant to City of Sonoma needs.

- d. Project and Management Approach
 - i. Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.
 - ii. Team successfully addresses Site Planning and Programming efforts.
 - iii. Project team and management approach responds to project issues. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
- e. Roles of Key Individuals on the Team
 - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
 - ii. Key positions required to execute the project team's responsibilities are appropriately staffed.
- f. Working Relationship with City of Sonoma
 - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
 - ii. Team leadership understands the nature of public sector work and its decision-making process.
 - iii. Proposal responds to need to assist City of Sonoma during the project.

4. Project Scope (20 points)

- a. Detailed Scope of Services to be Provided
 - i. Proposed scope of services is appropriate for all phases of the work.
 - ii. Scope addresses all known project needs and appears achievable in the timeframes set forth in the project schedule.
- b. Project Deliverables
 - i. Deliverables are appropriate to schedule and scope set forth in above requirements.
- c. Cost Control and Budgeting Methodology
 - i. Proposer has a system or process for managing cost and budget.
 - ii. Evidence of successful budget management for a similar project.

5. Schedule of Work (10 points)

- a. The schedule serves as a project timeline, stating all major milestones and required submittals for project management.
- b. The schedule addresses all knowable phases of the project, in accordance with the general requirements of this RFP.

6. Conflict of Interest Statement (Pass/Fail)

- a. Discloses any financial, business or other relationship with the City of Sonoma that may have an impact upon the outcome of the contract or the construction project.
- b. Lists current clients who may have a financial interest in the outcome of this contract or the construction project that will follow.
- c. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project.

7. References (10 points)

- a. Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past five (5) years.

8. Presentation by Team (10 points) – if needed

- a. Team presentation conveying project understanding, communication skills, innovative ideas, critical issues and solutions.

9. Q&A Response to Panel Questions (10 points) – if needed

- a. Proposer provides responses to various interview panel questions.

Weighted scores for each Proposal will be assigned utilizing the table below:

No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)
1	Organization of Proposal		10	
2	Cost Proposal		20	
3	Staff Qualifications & Approach		10	
4	Project Scope		20	
5	Schedule of Work		10	
6	Conflict of Interest Statement	N/A	Pass/Fail	Pass/Fail
7	References		10	
8	Presentation by Team (if needed)		10	
9	Q&A Response to Panel Questions (if needed)		10	
Total:			100	