



REQUEST FOR PROPOSALS & QUALIFICATIONS FOR INTERIM BUILDING OFFICIAL AND ON-CALL BUILDING DIVISION CONSULTING SERVICES

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CITY OF SONOMA

REQUEST FOR PROPOSALS INTERIM BUILDING OFFICIAL AND ON-CALL BUILDING DIVISION SERVICES

I. INTRODUCTION

The City of Sonoma is seeking Interim Building Official Services and to establish a list of qualified consulting firms to provide building plan check and inspection services on an as-needed basis for the Community Development Department.

This Request for Proposals (RFP) describes the Scope of Services, the necessary components of the Statement of Qualifications, the consultant selection process, and a sample copy of the Standard Professional Services Agreement.

II. BACKGROUND

The City of Sonoma comprises 2.74 square miles within 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, and 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 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 the City Council and staff that reflect commitment to the Sonoma community.

The Community Development Department serves the City by preparing, administering, and enforcing land use plans and development regulations that protect public safety, preserve agricultural and environmental resources, address housing and transportation needs, and create healthy and prosperous communities, in a manner that fosters community engagement and provides exceptional levels of service. The Community Development Department Director oversees Planning Division and Building Division activities.

The Building Division of the City Community Development Department protects the health and safety of City residents, their property, and the public by ensuring that permitted construction within the City meets current building code standards. Current Building Division staffing includes one Permit Technician, one Plans Examiner, one Building Inspector II and a Development Services Supervisor that oversees front counter staff and activities.

III. OBJECTIVES

Firms are invited to propose for the City Building Official Services and/or on-call building plan check and inspection services. One firm or individual will be selected to provide Building Official Services and there will be no minimum or maximum number of firms selected to provide on-call building plan check and inspection services. The City will review each proposal received, negotiate terms and enter contracts with selected firms. Firms not selected for one category remain eligible for selection in other categories.

IV. SCOPE OF REQUEST FOR PROPOSALS AND QUALIFICATIONS

The City of Sonoma is seeking Building Official Services and to establish a list of qualified consulting firms to provide building Plan Check and Inspection services on an as-needed basis for the Community Development Department effective upon contract execution.

Services to be provided by the selected consultant include the following:

1. Interim Building Official:

The City is seeking qualified individual contractors or qualified firms to manage the overall operations of the Building Division (Building Official). The firm or individual will be responsible for the coordination of the Building Division activities within the Community Development Department including complex-level work related to building division administration, building inspection, plan review and code enforcement of building standards. The Building Official will report to the Community Development Director.

Minimum Qualifications: Qualified firm(s) shall have, but not limited to, the following requirements:

- 1) Must be eligible to be a sworn city official with ability to issue city citations.
- 2) Must hold office hours in Sonoma City Hall three days a week.
- 3) Five years of increasingly responsible experience in building construction trades, building inspection or plan checking, including at least two years of supervisory responsibility and including at least two years of working for a building department/division of a governmental agency.
- 4) Specialized training in building department administration, code enforcement, supervision, building inspection, plan review, disabled access standards, computer programs, project management or other training pertinent to the position.
- 5) Possession of one or more International Code Conference (ICC) certificate(s) in an Inspector, Plans Examiner or Building Official category or registration as a Licensed Architect or Registered Electrical, Mechanical, or Civil Engineer by the State of California is required.
- 6) Preference will be given to firms/individuals who can provide staff that possess an International Code Conference (ICC) certificate as a Building Official.
- 7) Preference will be given to firms/individuals who can provide staff that possess Certified Safety Assessment Program Evaluator or Coordinator designation from the State of California Office of Emergency Services is required within one year of appointment.
- 8) Possession of a Certified Access Specialist program (CASp) certification from the State of California is highly desirable.

Scope of Services – Interim Building Official:

The scope of services for Interim Building Official services includes but is not to be limited to the following:

- 1) Supervises, directs, and evaluates assigned staff, processing employee concerns and problems, directing work, counseling, disciplining, and completing employee performance appraisals; maintains standards through the effective coordination of activities; provides recommendations concerning new hires, transfers, promotions, disciplinary action, discharge, and salary administration.
- 2) Manages and guides the plan review, permitting and inspection function of building permit and inspection services of the Building Division; develops and establishes policies and procedures

governing the plans review, permit issuance and inspection process; renders interpretation of codes; directs and performs building and construction inspections.

- 3) Manages the implementation and enforcement of applicable City, State and Federal ordinances and laws related to building construction.
- 4) Oversees the permitting process by issuing building permits and answering related questions; prepares reports; issues certificates of occupancy.
- 5) Reviews and analyzes various reports, forms and documents, reviews construction documents for compliance with building, plumbing, electrical, mechanical, life safety, fire, and accessibility codes; reviews engineering reports to approve for construction; analyzes concrete lab reports to determine strength of materials; reviews materials list to determine appropriate use of materials; reads roof and floor system truss reports to determine appropriate installation and bracing.
- 6) Performs administrative tasks to support the daily operations of the department and division.
- 7) Conducts technical reviews of building and construction documents, plans, and related information; directs and performs plans reviews; analyzes information to determine condemnation of property; provides assistance with planning and zoning and engineering reviews; reviews technical reports for compliance.
- 8) Attends various meetings as needed to provide information and recommendations and gather information; attends pre-application review meetings; consults with architects and engineers; meets with contractors to provide information and resolve problems.
- 9) Interacts and communicates with various groups and individuals, by email, phone, and in person meetings, to provide information and resolve conflict.
- 10) Receives, investigates, and responds to complaints; coordinates activities with other departments and City representatives; confers with attorneys concerning legal issues.
- 11) Operates a personal computer, printer, calculator, copier, fax machine, phone system, and other equipment as necessary to complete essential functions, to include the use of word processing, desktop publishing, spreadsheet, database, and other system software utilized within the department.
- 12) Performs other related duties as required.

Workspace and equipment for Interim Building Official services:

The City will provide a desk phone, desk, office supplies and workspace for use by the Interim Building Official while working at Sonoma City Hall. A laptop computer and mobile phone will also be assigned and provided for use at City Hall or in other remote locations. No City vehicle will be provided for Interim Building Official services. Additionally, the Interim Building Official may be required to travel to project sites within the City utilizing their own vehicle.

2. Building Division Plan Check and Inspection Services

The City has recognized the need for third party assistance in performing services when high profile applications arise, minimize response time, and improve customer service by supplementing in-house staff with consulting services. Therefore, the City is seeking proposals from an experienced firm(s) interested in providing plan review, inspection, code enforcement, and/or other building contractual services on an “as-needed” basis.

Under the direction and supervision of the Community Development Director and the selected Interim Building Official, the selected consultant will perform occasional on-call “as-needed” plan check and

inspection services. Preference will be given to firms or individuals with the capability to perform said services on short notice (e.g. within 3 business days of notification).

Permit Processing and Tracking: Utilize the City’s OpenGov permitting system for on-line processing of all permitting, plan review and inspection activities from permit issuance to project completion. Work in conjunction with the City’s Planning Division, Public Works and Fire Departments regarding the review and issuance of permits and coordination of inspections utilizing the OpenGov system. Preference will be given to firms or individuals with experience on Bluebeam and OpenGov or other similar plan review and permit tracking software.

Minimum Qualifications: Qualified firm(s) or individuals will be selected based on the following requirements and preferences:

- 1) Two years of increasingly responsible experience in building construction trades, building inspection or plan checking, including at least two years of supervisory responsibility is required.
- 2) Possession of one or more International Code Conference (ICC) certificate(s) in an Inspector, Plans Examiner or Building Official category or registration as a Licensed Architect or Registered Electrical, Mechanical, or Civil Engineer by the State of California is required.
- 3) Preference will be given to firms/individuals who can provide staff that possess Certified Safety Assessment Program Evaluator or Coordinator designation from the State of California Office of Emergency Services.
- 4) Preference for Plan Check services will be given to firms/individuals who can provide staff that possess an International Code Conference (ICC) certificate as a Plans Examiner.
- 5) Preference for Building Inspection services will be given to firms/individuals who can provide staff that possess one or more International Code Conference (ICC) certificate(s) in an Inspector, Plans Examiner or Building Official category.
- 6) Preference for Building Inspection and/or Plan Check services will be given to firms/individuals who possess a Certified Access Specialist program (CASp) certification from the State of California.

Scope of on-call “as-needed” Plan Check Services:

Building Plan Check services includes, but is not limited to, the following on an on-call “as-needed” basis:

- 1) Performing architectural, structural, plumbing, mechanical, electrical, energy, flood hazard mitigation and sustainability plan check review for buildings and structures for compliance with applicable Federal and State laws, building and safety codes, City ordinance, and acceptable engineering practices.
- 2) Checking for compliance with all applicable codes adopted by the City and any applicable adopted local amendment, State of California codes or regulations.
- 3) Reviewing and approving revisions to approved plans required during construction.
- 4) Preparation of redline comments utilizing Bluebeam software and list corrections and comments through the City’s OpenGov (online) permitting system.
- 5) Calculating building permit and plan check fess, and review permit issuance.

- 6) Providing expedited plan check when requested by the City.
- 7) Performing plan checking services in a diligent and professional manner in accordance with standard practice of such services, at the firm's own office, in a prompt and expeditious manner within the City's specified timeframes.
- 8) Utilizing the City's OpenGov (cloud-based, online) permitting system for plan review and permit issuance processes.
- 9) Performing other professional services related to plan check services as requested.

Workspace and equipment for on-call "as-needed" Plan Check services:

The City will provide login credentials to the City's OpenGov Permitting system. The consulting firm must provide a workspace, supplies, computer and phone for consultant providing Plan Check services to the City. No City vehicle or other City issued equipment will be provided for Plan Check services.

Scope of on-call "as-needed" Inspection Services:

Building Inspection services includes, but is not limited to, the following on an on-call "as-needed" basis:

- 1) Providing on-site building inspection services by fully trained/certified inspectors for all building construction regulated by applicable Federal, State and City building and safety codes/ordinances.
- 2) Inspecting buildings and structures, for which building permits have been issued, for compliance with the approved plans and applicable codes and ordinances.
- 3) Inspecting projects for compliance with applicable conditions of approval as set forth by the City's Community Development Department, Design Review Historic Preservation Commission, Planning Commission, and/or City Council.
- 4) During inspections, issue stop work notices, correction notices, or notices of violation when violations of the above referenced codes and regulations occur.
- 5) Utilizing the City's OpenGov (cloud-based, online) permitting system for inspection and permit processes.
- 6) Maintaining City assigned equipment necessary to carry out building inspections and duties.

Workspace and equipment for on-call "as-needed" Building Inspector services:

- 7) The City will provide a shared desk phone, shared desk, office supplies and shared workspace for use by the Building Inspector performing on-call "as-needed" building inspections services while working at Sonoma City Hall. A shared laptop computer, shared iPad and shared mobile phone will also be assigned and provided for use at City Hall or in other remote locations. A City vehicle may be provided for building inspection services. However, it is preferred that the consultant provide a vehicle for providing on-call "as-needed" building inspection services, and all costs associated with said vehicle (insurance, maintenance, fuel, etc.) be included in the hourly rate for the services.

V. SUBMITTAL REQUIREMENTS AND QUALIFICATIONS

Interested firms shall submit for the Interim Building Official and/or on-call “as-needed” Building Services. Qualifications packets should be as comprehensive as possible. The nature and form of response is at the responder's discretion. It must not exceed a total of twenty-five (25) single-sided, 8.5” x 11” pages and a cover letter per submission. The hourly rate schedule, individual employee resumes, and cover letter are not counted towards the allotted number of pages. All packets should include the following minimum information:

1. A cover letter summarizing the key points of the firm's/individual's interests and qualifications, pertinent areas of expertise, and the individual or individuals responsible for the work to be performed. Contact information shall be included in the cover letter for the person or persons that will receive task orders and correspondence related to this RFP. Contact information shall include email address, phone number, fax number, and mailing address.
2. A profile of the firm, including information regarding the key person or persons involved, detailing their qualifications, areas of expertise, past experience performing similar work, the firm's office location(s), and staffing, including assignments and sub-consultants (if any).
3. A description of the approach to the work involved.
4. A description of the consultant's project experience, including a list of recently performed relevant projects, past performance, individual or team accomplishments, and examples of similar experiences working for cities, counties or urban communities, including the names and contact information of references, including at least three (3) public agencies. The Selection Committee may contact any references listed in order to verify background and experience at any time during the selection process.
5. A clear and comprehensive fee schedule, including a detailed statement of hourly rates for all positions and classifications of individuals involved, including rates for sub-consultants and reimbursable expenses. Work progress estimation and billing methodology should also be clearly described. Key Items to include in your proposal are:
 - a. Date of proposal.
 - b. Information on your firm.
 - c. Legal name, address, and telephone and fax numbers of the principal office (national headquarters) and local office. If services will be provided from additional locations, provide this information for these sites also.
 - d. Type of organization (partnership, corporation, etc.).
 - e. Names of principals, their professional qualifications and registration numbers.
 - f. Information with relevant details on at least three jurisdictions which you would like the City to consider in evaluating your qualifications. Please provide project scope and as many details as possible. Bulleted lists of project names do not provide sufficient information about previous projects.
 - g. Client References for at least three of your most recent jurisdictions, including contact names and phone numbers for area of expertise that you have selected.

- h. Describe your staffing availability or how you will staff up to meet the requirements of this contract.
- i. Proposed billing structure for the services to be provided.
- j. Each applicant shall bear all costs associated with their proposal. All submitted proposals will become and remain the property of the City of Sonoma. Proposals or additional information received after the submittal deadline will not be considered in the selection process unless requested by the review panel. If in the City's opinion participation was not adequate, additional RFP's may be issued or the submittal deadline extended.

VI. OTHER REQUIREMENTS

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. The consultant must indicate in its proposal whether it will agree to these terms, or if not, the consultant must provide an explanation and proposed alternative language.

The contract shall have an original term of 1 year. In addition, the City shall have two (2) options to extend the term for a period of up to two (2) years each, which the City may exercise in its sole, absolute discretion.

Special requirements of the agreement include submittal of worker's compensation and liability insurance certification.

VII. EVALUATION PROCESS

The Consultant(s) will be selected based on qualifications and demonstrated competence as the agreement may not be awarded to the lowest responsible proposer. When selecting the Consultant, the skill and ability of the entity or individual performing the services is a key component of the selection criteria. The City will select a Consultant(s) based on demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. Cost will be only one factor in determining the selection. Consultants will be evaluated and selected based upon experience, price and schedule. Consultants should address these criteria in their proposal.

After the submittals are evaluated and ranked, the City, at its sole discretion, may elect to interview one or more respondents. Please note that respondents may be asked to submit additional documentation. In addition, the City reserves the right to select a proposal without conducting interviews.

If a recommended consultant(s) is identified, it will be the most qualified respondent Consultant(s) with whom City is able to successfully negotiate the compensation and terms and conditions of any and all agreements. Once the recommended Consultant(s) is selected, staff will make a recommendation to the City Council. Final selection of a Consultant(s), terms and conditions of any and all agreements, and authority to proceed with these services, shall be at the sole discretion of the City.

VIII. INQUIRIES

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

Jennifer Gates, AICP
Community Development Director
City of Sonoma
Email: jgates@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

Interested firms must submit an electronic submittal of their response to this Request for Proposals (RFP) including all items described under Submittal Requirements and Qualifications. All responses must be received no later than 5:00 p.m., Friday, October 20, 2023. Submittals received after this date and time will not be evaluated or considered, except in the event the City issues additional or subsequent RFPs.

Submittals shall be emailed, mailed or hand delivered to:

Jennifer Gates, AICP
Community Development Director
No. 1 The Plaza
Sonoma, CA 95476
jgates@sonomacity.org

XII. APPENDICES

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.

Professional Services Agreement
(City of Sonoma / [Company or Individual])

- 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

Professional Services Agreement
(City of Sonoma / [Company or Individual])

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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(City of Sonoma / [Company or Individual])

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**

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