



REQUEST FOR PROPOSALS

FOR THE OLD REDWOOD HIGHWAY CORRIDOR ENHANCMENT PLAN

PROPOSALS DUE: 5:00 P.M. on March 24, 2020

**TOWN OF WINDSOR
PUBLIC WORKS DEPARTMENT
8400 WINDSOR ROAD, BUILDING 100
WINDSOR, CA 95492-0100**

Contact and Town Project Manager:

Alejandro Perez, Senior Civil Engineer
aperez@townofwindsor.com
(707) 838-5318

Approved for Release:



John Jaeger, Acting Town Engineer

3/2/20

Date

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
<i>Section 1 - INTRODUCTION</i>	1
<i>Section 2 - BACKGROUND</i>	1
<i>Section 3 - SCOPE OF WORK</i>	4
<i>Section 4 - FORMAT AND CONTENTS OF PROPOSALS</i>	9
<i>Section 5 - EVALUATION AND SELECTION CRITERIA</i>	10
<i>Section 6 - CONTRACT</i>	11
<i>Section 7 - INSURANCE REQUIREMENTS</i>	11
<i>Section 8 - QUESTIONS AND ADDENDA</i>	11
<i>Section 9 - LOBBYING</i>	11
<i>Section 10 - RESERVATIONS</i>	11
<i>Section 11 - PROCESS AND SCHEDULE</i>	12

Attachments

1. Proposal Evaluation Criteria
2. Preliminary Project Schedule
3. Professional Services Agreement with Insurance Requirements

**TOWN OF WINDSOR
REQUEST FOR PROPOSALS
FOR THE OLD REDWOOD HIGHWAY CORRIDOR ENHANCEMENT PLAN**

Section 1 - INTRODUCTION

The Town of Windsor (Town) is requesting proposals from qualified firms to develop an Old Redwood Highway Corridor Enhancement Plan (Plan).

The Town intends to award a contract to a consultant that meets the requirements listed in Section 4 and has a history of successfully performing services on similar studies and plan. In reviewing proposals, the Town will utilize the evaluation criteria listed in Attachment 1 and follow the selection process listed in Section 5.

The Plan area boundary is approximately a 3.7 mile corridor along Old Redwood Highway from Starr Road (northern boundary of the town limits) to Shiloh Road (southern boundary).

Section 2 - BACKGROUND

Windsor is an incorporated town in Sonoma County, nine miles north of Santa Rosa and 63 miles north of San Francisco. Santa Rosa, the Sonoma County seat, lies seven miles to the southeast. The Town, together with the Windsor Water District, is responsible for approximately 90 centerline miles of streets, along with public water, sewer and storm drain facilities. The historic Old Redwood Highway (ORH) is a main arterial that extends the 3.6 mile length of the community from the southeast corner of the Town limits to the northwest corner. Much of the roadway is two or more lanes with wide shoulders at certain locations that accommodate parking in front of stores and businesses in the central part of the Town.

The proposed Plan will identify necessary transportation improvements to revitalize a 3.7-mile corridor of Old Redwood Highway (ORH) from Starr Road to Shiloh Road. As its name implies, the "Old" highway predates the Town of Windsor's incorporation and was the first paved road in the area (1915). Old Redwood Highway currently functions as a multi-lane main arterial with average daily traffic of 28,100 at the U.S. Highway 101 interchange. Some segments of the roadway have infrastructure gaps and a lack of pedestrian and bicycle facilities that present challenges for access, multi-modal mobility, and commerce. A qualified consultant will lead the process which will evaluate current conditions, accident data, engage key stakeholders, and prioritize implementation projects. Ultimately, the Plan will lead to "Complete Street" provisions for motorists, pedestrians, bicyclists, public transit, storm water, and greening elements. A complimentary goal is to revitalize the corridor and spur infill development in three designated "Mixed Use Nodes". These areas were identified in Windsor's 2040 General Plan. They are located at intersections on ORH with ideal spaces to accommodate mixed use infill development at the north, south, and central portions of the corridor.

Problems

A) LACK OF COMPLETE STREET PROVISIONS: While some segments of ORH near the Town Green downtown provide excellent "Complete Street" provisions, other segments face a number of transportation challenges. The old highway has a patchwork of developed and undeveloped areas. The streetscape lacks consistency with utilities (above and below ground), sidewalks, bicycle lanes, and storm water systems. In the southern segment, there are two narrow bridges that constrict the two lanes with no shoulders and no provisions for bikes or pedestrians.

B) CONGESTION/DELAYS: There is considerable peak hour congestion and delays at the ORH interchange with US 101. The Town of Windsor has adopted an acceptable service level of LOS D for all intersections except the US 101 North Off-Ramp-Lakewood Drive/Old Redwood Highway which has been grandfathered in with LOS E being accepted. Though this standard applies to the intersection's overall service level and not a single movement, the delay for the southbound right-turn movement, on its own with the existing configuration, is LOS E with delays of 63.9 seconds per vehicle at peak pm hours.

C) SAFETY: During a 10-year period between 2007-2017 Windsor recorded a total of 438 serious accidents, resulting in injury or fatalities town-wide (California Statewide Integrated Traffic Record System, Traffic Injury and Mapping System). Overall, the most accident prone area was at the ORH/US 101 interchange so this "accident hot spot" is of concern. When focusing only on ORH bike/ped accidents, there were 34 injury bicycle accidents (three severe) and 38 pedestrian accidents (seven severe) during the same 10-year period. The Federal Highway Administration reports that walkways separated from vehicle travel lanes could help to prevent up to 88 percent of pedestrian/vehicle collisions. Traffic calming measures as well as sidewalk/bicycle/crosswalk enhancements need to be evaluated, so that safety issues are not a barrier to mobility.

Evacuations

Old Redwood Highway serves as a main route for evacuations. During the Sonoma County wildfires in 2017, fast-moving flames forced the evacuation of some of the Town and in 2019 the entire Town was under mandatory evacuation due to the Kincade Fire. The evacuations created traffic congestion on main roads like ORH. It was a forewarning for additional planning for evacuation routes and other climate-related events. When computerized, the timing of the traffic signal cycles can be easily modified for an evacuation, changing the signal timing to give longer "green time" in the direction of the evacuation and on evacuation routes assisting in moving more vehicles in a shorter amount of time. Public safety officials have stated that evacuation planning/signal computerization is a critically important planning need in Windsor. Concurrent with this plan, the Town is also developing a Climate Adaptation Plan which will address evacuation routes.

Process

The planning process will address deficiencies by conducting a comprehensive evaluation of the ORH corridor and identifying appropriate countermeasures. Engineers will analyze the current environment and assess the ability to construct new infrastructure or re-configure existing conditions to create a safer more accessible, business-friendly environment. In addition, the Consultant will study accident data and traffic counts, assessing specific risks at accident hot spots. The plan will also assess and recommend storm water management improvements, potential for under-grounding utilities and greening elements that can be added to beautify the corridor and protect the environment. The Plan will provide an important blueprint for guiding all future improvements. The planning process will include interactive workshops and design charettes to engage the community and key stakeholders in shaping the vision for the enhancements.

The proposed Corridor Enhancement Plan builds upon previous planning efforts and the goals identified in the Town's recently updated 2040 General Plan. The Town undertook a planning process in 2008 in which a Sustainable Design Assessment Team (SDAT) from the American Institute of Architects (AIA) prepared a report entitled, "Windsor, CA SDAT: Old Red Going Green." The report highlights key issues that will be addressed in the comprehensive Corridor Enhancement Plan. For example, the SDAT report found significant barriers to the Town's multi-modal network including Highway 101 as a major barrier

that inhibits local circulation, poor sidewalk connectivity on ORH in key locations, and heavy commuter vehicle traffic during peak hours. This planning effort will aim to address these issues. Land use planning on ORH will create a foundation for Smart Growth development in compact locations on the ORH corridor in the mixed-use nodes identified in the General Plan.

Overall Project Objectives

The proposed planning project will achieve the following main objectives:

- A) **Increase the Safety of the Transportation System for Pedestrians, Bicyclists, and Motor Vehicle Drivers:** The project will assess current safety deficiencies affecting access and barriers to mobility, prioritize projects, and provide next steps to improve system safety for all users.
- B) **Improve the Multimodal Mobility and Accessibility for All People: Expand the system and enhance modal choices and connectivity to meet the state’s future transportation demands.** The project will provide priority projects to create a Complete Street environment along the 3.6 mile corridor. The Plan will include improved pedestrian and bicycle infrastructure, greening elements, storm drain improvements and help the Town determine next steps for future opportunities for multimodal connectivity within neighborhoods and across the larger community. The project will include at least four community workshops and design charettes to gather input from key stakeholders, as well as at least one (1) meeting of the Town Council for draft review and approval of the final plan.
- C) **Support a Vibrant Economy: Maintain, manage, and enhance the movement of goods and people to spur the economic development and growth, job creation, and trade.** A central goal of the Plan is to revitalize the Old Redwood Highway corridor and spur new jobs and economic development. The Town’s 2040 General Plan identified three areas on ORH called Mixed Use Nodes. These key locations are ripe for additional planning to enable new housing and street level businesses. In addition, Old Redwood Highway is an important Truck Access Route and a main roadway in Windsor that requires re-engineering to function more efficiently in moving goods and people.

The end product will be the Old Redwood Highway Corridor Enhancement Plan. This will provide the blueprint for Windsor to move forward with projects, seek out necessary funding, and begin building a new future for revitalizing ORH. Having a solid plan pre-positions Windsor to be highly competitive for state and federal Active Transportation, Transit, and Highway Safety Improvement Program funding. In addition, it will provide projects that can be funded with regional and local transportation dollars.

Best of all, the plan will create a cohesive vision for ORH that is well aligned with the policies recently identified for the corridor in the 2040 Windsor General Plan update. It is a logical next step to advance Smart Growth, infill development and investments to bring a century old roadway into a multi-modal future.

Responsible Parties

The Town of Windsor, Public Works Department is the responsible party for this project. The Town will work closely with several public and private partners to develop and implement the Plan. A Technical Working Group (TWG) will be created from appropriate Town staff across all departments and divisions.

Section 3 - SCOPE OF WORK

1. Project Kick-Off Meeting

Task 1.1: The Consultant will coordinate a kick-off meeting with Town of Windsor staff and Caltrans to develop project milestones and a project schedule. A Preliminary Project Schedule (Attachment 2) with task and milestone targets to complete the project by the required completion date of February 28, 2022.

2. Data Collection and Literature Review

Task 2.1: Accident Data Collection. The Consultant will obtain relevant available data and will use, at a minimum, information from:

- Statewide Integrated Traffic Records System (SWITRS) database;
- Transportation Information Mapping System (TIMS);
- Local Police Department accident reports, not included in the SWITRS database;
- Interviews with local law enforcement/fire department personnel for historical and personal observations of problem areas, accident frequency and types; and
- Interviews with individual project area property owners with personal observational data regarding problem areas, accident frequency and types.

Task 2.2: Literature Review. The Consultant will review existing plans and programs as they relate to Windsor transportation goals, visions, and efforts. The literature review will include, at a minimum:

- Windsor 2040 General Plan;
- Windsor Station Area Specific Plan;
- Connecting Central Windsor Plan;
- Local Hazard Mitigation Plan;
- Sonoma County Climate Action 2020 Plan;
- Sonoma County Bicycle and Pedestrian Plan;
- Windsor, CA SDAT: Old Red Going Green 2008;
- Connecting Central Windsor 2018;
- Class I Trails Study 2018;
- Storm Drain Master Plan;
- Civic Center Visioning Plan;
- Complete Streets Guidelines;
- Best practices from other sources such as the NACTO Urban Street Design Guidelines;
- Caltrans Sustainability Plans and Programs; and,
- State of California Plans and Programs.

Task 2.3: Project Area Property Owner Interviews, Surveys, and Field Observations

- The Consultant will interview property owners in the project area for their insights to current issues, access challenges, barriers to mobility, and their ideas for improvement. Surveys will also be provided to the members of the Windsor Chamber of Commerce via hard copy or online via Survey Monkey or similar application to collect additional feedback.
- The Consultant will obtain and summarize available field data to include (but, not be limited to) photos and measurements. The summary will include documentation of safety barriers, potential

hazards, and substandard conditions in the project area and during peak travel hours on Old Redwood Highway.

- The Consultant will study the US 101/ORH interchange due to congestion issues and accident frequency.
- The Consultant will study the areas recommended for Mixed Use Nodes in Central, South, and North Windsor. Design charettes and workshops will engage the community in this planning effort.
- The Consultant will study sidewalk gaps, narrow bridges, potential for undergrounding utilities, and evacuation/signalization improvements.

Task 2.4: Community Data Collection. The Consultant will collect comprehensive data regarding the project area. This data will include, but not be limited to:

- Types of businesses and average customer and vendor daily traffic to each property;
- Vehicle Miles Travelled (VMT) data;
- Traffic circulation patterns and projected growth, Average Daily Traffic counts and Level of Service analyses; and,
- Identification of gaps in alternative transportation system connectivity.

The Consultant will summarize and provide a comprehensive multimodal analysis of the collected data and a traffic level stress assessment for non-motorized travelers to present to the Town, stakeholders, and the community.

Task	Deliverable
2.1	Interview notes, photos, accident lists, maps
2.2	Memorandum summarizing daily activity in the project area
2.3	Summary table of data from surveys, interviews
2.4	Data Table

3. Community Outreach & Engagement

Task 3.1: Coordinate with Key Stakeholders. The Consultant will coordinate one-on-one meetings with Key Stakeholders to discuss Plan goals and garner input regarding the Plan and community engagement strategies as the project moves forward. Key Stakeholders will include Caltrans District Staff, Sonoma County Transportation Authority (SCTA), Sonoma-Marin Area Rail Transit (SMART), Sonoma County Transit (SCT), Sonoma County Fire District, Sonoma County Sheriff’s Department, Windsor Unified School District (WUSD), Town of Windsor Chamber of Commerce, Senior Citizen Advisory Commission, private emergency vehicle providers (if applicable), PG&E representatives, service organizations, local community leaders, residents, and other advocacy groups that reflect the demographics and perspectives of the community.

Additionally, the Consultant will work to be inclusive of residents in various 55 and older senior developments as well as the Lytton Band of Pomo Indians.

Appropriate members of the TWG will meet with individual Key Stakeholders to discuss key issues, identify additional stakeholders, determine strategies to engage all segments of the community, and help maximize community participation. An important goal of the TWG will be to include specific strategies for outreach and participation to vulnerable communities in the project area.

Task 3.2: Develop a Community Outreach Plan. With input from the Key Stakeholder meetings, the TWG will develop a Community Outreach Plan that outlines the steps to engage community members. The Outreach Plan will emphasize outreach to project area businesses and lower-income and vulnerable residents through locally trusted institutions including churches, health centers, schools, etc. The plan will include a schedule with timing for release, distribution, and placement of publicity items, and a list of potential co-sponsors and co-promoters to assist with outreach and organizing of festive activities (e.g., donated local food and entertainment) to maximize participation and positive input at community events. The Town will send the Outreach Plan to Caltrans for review and approval.

1. **Produce Materials.** The project team will produce flyers and posters publicizing events for community-wide distribution. All materials will be produced in both English and Spanish.
2. **Distribute Materials.** Local businesses, religious, and service organizations will be solicited to distribute flyers and information about the events through their networks. Schools will also be solicited to send flyers home with students. Information about the project will also be circulated via social media and the Town’s website.
3. **Media Outreach.** Announcements and press releases will be distributed to local media.

Task 3.3: Community Workshops/charettes. The Consultant and the TWG will conduct at least four community charrettes, informational workshops and webinars, and/or community meetings in different areas of Town and at different days and times to ensure the greatest amount of participants. Consultant and TWG staff will travel to community event locations and handle all aspects of event logistics and facilitation.

- An opening community event will be held in the evening to ensure as broad a range of participation as possible.
- Each community event will include an overview or update of project goals and activities and interactive exercises to gather community input.
- A closing community event will share final plans and resources, as well as additional opportunities for community members to engage in planning.

Task 3.4: Develop an Online Survey. The Consultant and The TWG will develop an online survey available through the Town’s website and Facebook page to identify the needs and concerns of residents unable to travel to community meetings including vulnerable communities including the elderly, disabled, and those without transportation. The survey will be available throughout the outreach and engagement process.

Task	Deliverable
3.1	Meeting materials, summaries, and notes regarding individual Key Stakeholder input discussions, list of Key Stakeholders
3.2	Meeting materials and summary, Community Outreach Plan, copies of outreach announcements and collateral materials in English and Spanish
3.3	Meeting materials, summaries, and notes from outreach meetings, photos of workshops and design charrettes
3.4	Copies of survey announcements, survey results

4. Project Analysis and Development of Plan

Task 4.1: Identify Countermeasures. Data collected from Tasks 2.1 (Accident Data), 2.2 (Literature Review), 2.3 (Interviews, Surveys, and Field Observations), 2.4 (Community Data Collection) and 3.3 (Community Planning Meetings and Presentations) will be used to guide the Consultant in selecting and prioritizing countermeasures for Old Redwood Highway transportation deficiencies. Appropriate countermeasures may include addition of sidewalks, safe crossings, traffic calming measures, circulation improvements, and other pedestrian and bicycle infrastructure. Using the information gathered, a list of priority projects shall be developed with conceptual engineering plans up to 30% design for each project.

Task 4.2: Benefit Cost Analysis. Using the TIMS system (and other benefit costs analysis tools available on the open market), the Consultant will prepare Benefit Cost Analyses for each proposed capital priority project and proposed alternative.

Task 4.3: Prioritize Projects. Using preliminary costs and data collected (Task 4.1), and information from the Benefit Cost Analysis (Task 4.2), the Consultant will rank the priority projects in the draft and final ‘Old Redwood Highway Corridor Enhancement Plan’ (Tasks 4.4 and 4.6). The priority projects will also include recommendations for storm water management/drainage, and greening elements to create a “Complete Street” environment.

Task 4.4: Draft Old Redwood Highway Corridor Enhancement Plan. The Consultant will develop the draft ‘Old Redwood Highway Corridor Enhancement Plan,’ which will include a list of priority or phased projects; concept designs, cost estimates and phased implementation plan for addressing the deficiencies. The Plan will also identify next steps including environmental work, permitting, right-of-way, and preliminary engineering. It will outline specific grants and funding sources applicable to the identified projects. The following is a draft/sample Table of Contents that the selected Consultant shall use as the foundation or guide in developing The Plan:

Section 1: About the Corridor Enhancement Plan

- Introduction
- Plan Development
- Plan Organization
- Background Information on the Old Redwood Highway corridor

Section 2: Getting Started

- Community Outreach and Input
- Field Conditions Deficiencies
- Accident and Traffic Data
- Literature Review, including but not limited to:
 1. Windsor 2040 General Plan
 2. Windsor Station Area Specific Plan
 3. Connecting Central Windsor Plan (2018)
 4. 2010 Sonoma County Bicycle and Pedestrian Plan
 5. Sonoma County Climate Action 2020
 6. Windsor, CA SDAT: Old Red Going Green 2008
 7. Storm Drain Master Plan
 8. Civic Center Visioning Plan
 9. Local Hazard Mitigation Plan 2017

Survey Data and Analysis

Section 3: Primary Elements

- Current Travel Characteristics/Assessment of Travel Conditions
- Known Planned Capital Improvement (Engineering) Improvements
- Recommended Countermeasures to Address Safety Deficiencies
- Greening Recommendations
- Storm Water Infrastructure Recommendations
- Mixed Use Development Nodes Recommendations and Concept Designs
- Benefit Cost Analysis and Feasibility Analysis
- Known Private Development Plans

Section 4: Implementation Plan

- Preliminary and Final Recommendations for Phased Implementation
- Cost Estimates for Priority Phases/Projects
- Available Funding to Support Priority Phases/Projects

Section 5: Appendices

- Detailed Survey Results
- Detailed Maps
- Technical Data/Drawings

Task 4.5: Presentation of Draft Plan. The Consultant will:

- Present Draft Plan to key stakeholders, Public Works staff, Town Manager, Sonoma County Transit and Caltrans.
- Collect feedback from all stakeholders to improve Draft.
- Present updated Draft Plan to the Town Council.
- Collect feedback from Town Council to improve Draft.

Task 4.6: Final Old Redwood Highway Corridor Enhancement Plan. The Consultant will develop the final Plan for review and approval by the Town and Caltrans. The final Plan will include next steps for environmental work, permitting, right-of-way, and engineering, and will be presented at one Windsor Town Council Meeting for adoption by the Town Council. The community will be encouraged to attend this open, public meeting, to provide final comments on the Plan. The Consultant will invite Caltrans staff to a final Plan presentation and acknowledge Caltrans for making the planning effort possible.

Task	Deliverable
4.1	Countermeasures Technical Memorandum, preliminary cost estimates for next steps
4.2	Benefit Cost Analyses Technical Memorandum (tabular format), TIMS Benefit Cost Analysis printouts
4.3	List of priority projects and phases
4.4	Draft Old Redwood Highway Corridor Enhancement Plan
4.5	Meeting agendas, participation lists, comments, list of action items
4.6	Final Plan, final comments

Section 4 - FORMAT AND CONTENTS OF PROPOSALS

To maintain uniformity in the evaluation process, your proposal shall be limited to a maximum of twenty (20) pages. Paper size shall be limited to 8 ½-inch by 11-inch size in the proposals except for figures and tables for which 11 inch by 17 inch may be used. The text font shall not be smaller than size 12 except within any tables included. The transmittal letter, table of contents, front and back covers, section dividers, appendices, detailed resumes and references are excluded from the page count

Detailed resumes and references shall be submitted as appendices to the proposals.

The proposal shall include the following sections in the order below:

A. TRANSMITTAL LETTER

Within a maximum of two pages, include the primary consultant’s name and business address, as well as the name, title, telephone number, and email address of the Project Manager and the individual authorized to negotiate the contract on behalf of the consulting firm. Summarize your understanding of the RFP scope and briefly introduce your team. State the firm’s acceptance of the provisions in the Town’s standard Professional Services Agreement (attachment 2).

B. PROJECT APPROACH

Provide a narrative description of the how the work or assignment will be managed based on your understanding of the needs of the Town and knowledge of the Town’s facilities and the descriptions provided in this RFP. Include allocation of resources and project management for schedule and budget controls. Provide a scope of services for each task outlined in the scope of work. Tasks shall match the numbering system outlined in the scope of work.

C. PROJECT TEAM

The proposed project team shall be identified including project managers, project engineers, and/or team leaders, and all other key staff, complete with a summary of relevant experience and qualifications for each key team member. Resumes for each team member shall be included in the appendix. Construction Manager and Inspector are to be identified by name and may not be changed without the Town’s prior written permission.

D. RELEVANT EXPERIENCE

Provide a summary of projects for which the consultant has performed similar services. This list shall include the name, contact person, address, and phone number of each party for whom the service was provided, as well as a brief description of the service performed.

E. REFERENCES

Provide two references (name, title, agency, and telephone number) for the Project Manager and Task Leaders from similar type/size projects. References shall be included in the appendix.

F. COST PROPOSAL AND RATE SCHEDULE

The cost proposal shall include time and estimated fee for each task and a grand total not-to-exceed fee. Tasks shall match the numbering system outlined in the scope of work. Include a current list of hourly billing rates for all staff identified in the proposal. The rates shall include direct and indirect charges and expenses including travel, software, high-end computer use, supplies, printing, etc. **The cost proposal shall be submitted in a separate, sealed envelope.**

H. CONFLICT OF INTEREST

Firms submitting proposals must disclose to the Town any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the firm, management, or employees of the firm or other persons relative to the services to be provided for this project.

Section 5 - EVALUATION AND SELECTION CRITERIA

The Town follows Qualification-Based Selection (QBS) approach to consultant selection. The consultants that are deemed to most fully meet the following criteria will be asked to negotiate a scope and fee. Proposals will be evaluated on the basis of the following criteria:

- Experience and qualifications of the firm, project managers, team leaders, other essential personnel, and any subconsultants.
- Approach to providing services and clarity in the Consultant’s proposal to respond to the RFP.
- Information obtained from references.
- Experience with similar types of projects.

Section 6 - CONTRACT

The Town’s standard contract form is a Professional Services Agreement (PSA) and is provided in attachment 2. The Town standard form PSA will be considered acceptable to the successful consultant.

Section 7 - INSURANCE REQUIREMENTS

The prime consultant and any subconsultants must satisfy the insurance requirements indicated in Article 26 of the standard Professional Services Agreement (attachment 2). No exceptions will be granted.

Section 8 - QUESTIONS AND ADDENDA

If your firm intends to submit a proposal, in order to ensure that all interested firms are notified of such clarifications or corrections, please provide one email contact to the contact listed in this RFP as soon as possible.

Questions on this Request for Proposals can be addressed **via email or telephone by no later than March 12, 2020 at 5:00 p.m.** to the Town Project Manager listed on the cover of this RFP.

Should addenda be needed, a copy will be sent by email to all firms and posted on the Town’s website prior to the proposal due date. All addenda shall become part of this RFP. Please note that Town of Windsor business hours are:

Monday – Thursday, 7:00 a.m. - 6:00 p.m.

Section 9 - LOBBYING

With the exception of contacting work staff to ask questions regarding this RFP, any party submitting a proposal of party representing a Consultant shall not lobby any Town of Windsor Council Member or staff, agent or evaluation panel member regarding this RFP. Any party attempting to influence the RFP process through ex parte contact may have their proposal rejected.

Section 10 - RESERVATIONS

- The Town reserves the right to cancel the RFP process at any time.
- The Town reserves the right to reject any and all proposals, and to waive any informality, technical defect or clerical error in any proposal as the interests of the Town may require.
- The Town reserves the right to request additional information from a consultant after the proposals have been submitted.
- The Town reserves the right to modify the scope of work as it finds necessary to meet budget limitations or address other needs.

- As noted above, the Town welcomes any approach that, in the consultant’s judgement, offers a better method of achieving the desired end. Additionally, any enhancements that the consultant may want to suggest will be considered, provided that such enhancements are properly supported and their costs are itemized.
- Consultants may form partnerships to provide a comprehensive proposal.

Section 11 - PROCESS AND SCHEDULE

A total of four (4) hard copies of the proposal and a pdf electronic copy on a memory stick shall be submitted and received by the due date stated on the front cover of this RFP. Proposals shall be submitted in a sealed envelope clearly marked with the proposal title, consultant name and consultant address. The cost proposal shall be submitted in a separate, sealed envelope. Envelopes will be time and date stamped when received. The Town reserves the right to not select a consultant and award a contract.

The following estimated schedule includes dates of importance:

- | | |
|---------------------------------------|--------------------------|
| • RFP issued | March 2, 2020 |
| • Proposals due from consultants | March 24, 2020 |
| • Consultant interviews and selection | March 30 – April 9, 2020 |
| • Town Council award of contract | May 6, 2020 |

Attachment 1

Consultant Evaluation Sheet

TO BE COMPLETED BY REVIEW COMMITTEE MEMBERS

Consultant/Firm Name: _____		
Criteria	Max Points	Rating
Project Team Experience working together on similar projects	20	
Understanding of the work to be done and response to the RFP	20	
Information obtained from references	30	
Experience with similar kinds of work	30	
Total	100	

Evaluator

Print Name: _____

Signature: _____

Date: _____

Attachment 3

SAMPLE PROFESSIONAL AGREEMENT WITH INSURANCE REQUIREMENTS

**TOWN OF WINDSOR
PROFESSIONAL SERVICES AGREEMENT
WITH
Contractor/Vendor
Title of Agreement
Contract #Eden#**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into and effective as of _____, 20____ by and between the Town of Windsor, a municipal corporation (“Town”) and **Consultant/Vendor** (“Consultant”) (collectively, the “Parties”).

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

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

1. **Services.** Consultant shall provide the professional services as described in and in accordance with the schedule set forth in Exhibit A, attached hereto and incorporated herein (“Services”).
2. **Compensation.**
 - A. For the full performance of the Services described in Exhibit A hereto Town shall compensate Consultant on a time-and-materials basis at the compensation rates specified in Consultant’s Services Rate Schedule included in Exhibit A; provided, however, that total compensation for the full performance by Consultant of the Services shall not exceed **Alpha Amount** dollars (**\$Numeric Amount**), said amount being referred to herein as the “not-to-exceed” amount.
 - B. Consultant shall submit detailed monthly invoices reflecting all services performed during the preceding month, and including a revised schedule for performance and additional documentation requested by Town, as applicable.
 - C. Consultant shall be compensated for services in addition to those described in Exhibit A, only if Consultant and Town execute a written amendment to this Agreement describing the additional services to be performed and the compensation to be paid for such services. In no case shall the total compensation under this Agreement exceed the “not-to-exceed” amount specified in Paragraph A, above, without prior written authorization of the Town Manager.
 - D. Town’s obligation to pay compensation to Consultant as provided herein is contingent upon Consultant’s performance of the Services pursuant to the terms and conditions of this Agreement and any amendments thereto. Notwithstanding any other provision herein, Consultant shall not be paid any compensation until Consultant has complied with the Town's Business License Ordinance.

3. **Term.** The term of this Agreement commences on the Effective Date, and terminates on **Expiration Date**, unless sooner terminated in accordance with Section 4. Upon termination, any and all of Town's documents or materials provided to Consultant and any and all of the documents or materials prepared for Town or relating to the performance of the Services, shall be delivered to the Town as soon as possible, but not later than fourteen (14) days after termination of the Agreement.
4. **Termination.** Town may terminate this Agreement without cause upon ten (10) days' written notice. Town may immediately terminate or suspend this Agreement for cause. Cause for immediate termination or suspension shall include, but not be limited to, any breach of this Agreement by Consultant or Consultant's bankruptcy or insolvency. Upon receipt of notice of termination or suspension for cause, Consultant shall immediately stop all work in progress under this Agreement. In the event of early termination of this Agreement by Town, Consultant shall be entitled to payment for all Services performed to the date of termination to the extent such Services were performed to the satisfaction of Town in accordance with the terms and conditions of this Agreement. If Town terminates this Agreement for cause, Consultant shall be liable to Town for any excess cost Town incurs for completion of the Services.
5. **Consultant's Representation; Independent Contractor.** Consultant represents that Consultant possesses distinct skills in performing the Services. Town has relied upon said representation as a material inducement to enter into this Agreement. Consultant shall, therefore, provide properly skilled and technical personnel to perform all Services under this Agreement. It is expressly understood that Consultant, its agents and employees shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of Town. This Agreement shall not be construed as an agreement for employment.
6. **Facilities and Equipment.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing Services pursuant to this Agreement. Town shall furnish to Consultant no facilities or equipment, unless the Town otherwise agrees in writing to provide the same.
7. **Licenses, Permits, Etc.** Consultant shall, at Consultant's sole cost and expense, keep in effect and require its subcontractors, if any, to keep in effect at all times during the term of this Agreement any licenses, permits or other such approvals which are legally required for performing the Services.
8. **Time.** Consultant shall devote such time to the performance of the Services as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.
9. **Inspection.** Consultant shall provide the Town every reasonable opportunity to ascertain that the Services are being performed in accordance with the requirements and intentions of this Agreement. All work done and materials furnished, if any, shall be subject to

inspection and approval by the Town. The inspection of such work shall not relieve Consultant of any of its obligations pursuant to this Agreement.

10. **Progress Reports.** Upon the Town's request, Consultant shall provide, in a form acceptable to Town, written progress reports of all oral and written observations, opinions, recommendations, analyses, progress and conclusions related to Consultant's performance of the Services.
11. **Confidentiality.** In the course of providing services for Town, Consultant may have access to trade secrets and confidential information, disclosure of which is protected or limited by law. Consultant shall not directly or indirectly disclose or use any such confidential information, except as required for the performance of the Services.
12. **Conflict of Interest.** Consultant represents that it presently has no interest, and covenants that it shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services hereunder. Consultant further covenants that, in the performance of this Agreement, it shall not employ any subcontractor or person having such a conflict of interest. Consultant represents that no one who has or will have any financial interest under the Agreement is an officer or employee of Town. If such conflict of interest arises during this Agreement or any extension, Consultant will immediately advise Town and Town may, at its sole discretion, immediately terminate this Agreement.
13. **Consultant No Agent.** Except as Town may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Town in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Town to any obligation whatsoever.
14. **Standard of Performance.** Consultant shall perform all the Services in a manner consistent with the standards of Consultant's profession or, if no such professional standard, in a manner consistent with the standards applicable to said Consultant or type of work. All instruments of service of whatsoever nature, which Consultant delivers to Town pursuant to this Agreement, shall be prepared to comply and conform to the standards of Consultant's type of work. All such instruments of service shall become the sole and exclusive property of Town upon delivery of the same.
15. **Assignment/Transfer.** Consultant shall make no assignment or transfer in whole or in part of this Agreement shall be made without the prior written consent of Town.
16. **Subcontractors.** Consultant shall directly perform all Services, and shall not subcontract any portion of performance of the Services without the prior written consent of the Town. Any such subcontractors shall be required to comply, to the full extent applicable, with the terms and conditions of this Agreement. Upon execution of this Agreement, Consultant shall furnish a separate schedule of names and addresses of subcontractors, if any, and shall notify Town in advance if changes in subcontractors occur.

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

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

21. **Discrimination.** During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion,

creed, color, national origin, ancestry, gender, sexual orientation, age or physical or mental disability in violation of any applicable law.

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

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

Town: [Department Director](#), Department Director
Town of Windsor
P.O. Box 100
Windsor, California 95492-0100
(707) 838-[Phone extension](#)
[Group Email address](#)
Project Manager: [Project Manager Name](#)

Consultant: [Consultant Contact Name](#)
[Company Name](#)
[Mailing Address](#)
[Mailing City, State, Zip](#)
[Phone #](#)
[Email Address](#)

23. **Ownership of Documents.** All original papers, documents or computer material on disk or microfilm, and copies thereof, produced as a result of this Agreement (collectively "Project Documents"), shall be the property of the Town and may not be used by Consultant without the written consent of Town. Consultant shall provide documents in

electronic form in a format required by the Town. Copies of such documents or papers shall not be disclosed to others without the written consent of the Town Manager or his/her designated representative. Town agrees to indemnify and hold Consultant harmless for claims resulting from Town's alteration for another Town project, of said Project Documents.

24. **Internet-Ready Deliverables.** If applicable to this Agreement, each contract deliverable shall be delivered as a data file suitable for publication on the Internet. The following specifications define the formats that satisfy this requirement:
- A. Brochures, reports, plan documents, catalogues, flyers with graphics included, and forms are to be formatted as screen-optimized “.pdf” files, if possible.
 - B. Freestanding, individual graphics such as logos, small maps and photos are to be formatted as “.tif” files, with the largest side no larger than four inches.
 - C. Large maps are to be formatted as “.jpg” files with the largest side no larger than four inches, unless mutually agreed otherwise by the Parties.
 - D. Short text documents with no graphics are to be in MS Word 2016 or later.
 - E. Freestanding charts, graphs and listings are to be in MS Excel 2016 or later.
25. **Indemnification.** To the fullest extent allowed by law, Consultant shall indemnify, defend with counsel acceptable to Town, and hold harmless Town and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, suits, actions, arbitrations proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with Consultant's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of Town.
- A. The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within thirty (30) days to the tender of any claim for defense and indemnity by the Town, unless this time has been extended by the Town. If the Consultant fails to accept or reject a tender of defense and indemnity within thirty (30) days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the Town, may be retained by the Town until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first. Furthermore, Consultant and Subcontractors' obligations to indemnify and defend the Town are binding on their successors and assigns and shall survive the

termination or completion of this Agreement for the fullest extent and duration allowed by law.

- B. With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type to express or implied indemnity against the Indemnitees.
 - C. Notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.
 - D. Notwithstanding the foregoing, to the extent that this Agreement includes design professional services under Civil Code Section 2782.8, as may be amended from time to time, such duties of Consultant to indemnify shall only be to the full extent permitted by Civil Code Section 2782.8.
 - E. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. If any term or portion of this section is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, said section shall be interpreted to allow the broadest indemnity permitted by law.
26. **Insurance.** Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, Consultant's agents, representatives and employees.
- A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:
 - 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 - 2. Insurance Services Office form number CA 0001 (Ed. 12/90) covering Automobile Liability, code 1 (any auto), or code 8, 9 if no owned auto.
 - 3. Workers' Compensation Insurance as required by the State of California and Employers' Liability Insurance. If no employees are utilized, the Consultant shall sign a declaration as described in California Health and Safety Code Section 19825.
 - 4. Professional liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.
 - B. **Minimum Limits of Insurance.** Consultant shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
 3. Workers' Compensation: statutory limit; Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
 4. Professional liability: \$2,000,000 per occurrence or claim as approved by the Town's Risk Manager.
- C. Umbrella or Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Town before the Town's insurance or self-insurance shall be called upon to protect it as a named insured.
- D. Deductibles and Self-Insured Retention. Any deductibles or self-insured retentions must be declared to and approved by the Town and shall not reduce the limits of liability. Policies containing any self-insured retention provision shall provide or be endorsed to provide that the self-insured retention may be satisfied by either the named Insured or the Town. At the option of the Town, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Town, its officers, officials, employees and volunteers, or the Consultant shall provide a financial guarantee satisfactory to the Town guaranteeing payment of losses and related investigations, claim administration and defense expenses. The Town 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 right to so exercise later.
- E. Other Insurance Provisions.
1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:
 - a. The Town, its officers, officials, employees and volunteers (the "Additional Insureds") are to be covered as insureds as respects: liability arising out of work or operations as performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.

- b. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it. The Additional Insured coverage under the Consultant's policy shall be at least as broad as ISO Form CG 20 01 04 13.
 - c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either Party, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town.
 2. The Workers' Compensation endorsement shall contain a Waiver of Subrogation against the Town. The Consultant shall provide to the Town an endorsement from the Workers' Compensation insurer, if any, agreeing to waive all rights of subrogation against the Town for injuries to employees of the Insured resulting from work for the Town or use of the Town's premises or facilities.
 3. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits included above shall be available to the Town. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.
- F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Town.
- G. Verification of Coverage. Consultant shall furnish the Town with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Town or on other than the Town's forms provided those endorsements conform to the Town's requirements. All certificates and endorsements are to be received and approved by the Town before work commences. The Town reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
- H. Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall maintain separate certificates and endorsements for each subcontractor prior to commencement of subcontractor's work. Consultant agrees to include with all subcontractors in their subcontract the same requirements

stated herein including the indemnity and insurance requirements. Subcontractors hired by Consultant agree to be bound to Consultant and the Town in the same manner and to the same extent as Consultant is bound to Town under this Agreement. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of these indemnity and insurance provisions shall be furnished by Consultant to any subcontractor. The Consultant shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Consultant shall maintain proof of compliance.

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

to charges for services, or expenditures and disbursements charged to the Town for a minimum period of three (3) years or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement.

- B. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years or for any longer period required by law, from the date of termination or completion of this Agreement.
 - C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Town Manager, Town Attorney, Town Administrative Services Director, or a designated representative of these officers. Copies of such documents shall be provided to the Town for inspection at Windsor Town Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
 - D. Where Town has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, Town may, by written request by any of the above-named officers, require that custody of the records be given to the Town and that the records and documents be maintained by the Town. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor in interest.
36. **Headings.** The headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of any provisions herein.
37. **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Town and Consultant shall survive the termination or completion of this Agreement for the fullest period of time allowed by law.
38. **Entire Agreement.** This Agreement, including the exhibits attached hereto and incorporated herein, constitutes the entire agreement between the Parties with respect to the Services, and supersedes all prior agreements or understandings, oral or written, between the Parties in this regard.
39. **Electronic Signatures.** This Agreement may be signed by an electronic signature as defined in California Civil Code Section 1633.2 unless, in the Town's discretion, the Town requires that it be signed by a digital signature that complies with the requirements of California Government Code Section 16.5 and its implementing regulations, as the same may be amended from time to time.

IN WITNESS WHEREOF, the Parties have executed this document to be effective as of the day, month and year first entered above.

Consultant

Town of Windsor

Consultant Name
Title

Ken MacNab
Town Manager

Recommended for Approval:

Consultant Name 2
Title 2

Jeneen Peterson
Administrative Services Director

Director Name
Department Director

Approved As to Form:

Jose M. Sanchez
Town Attorney

SAMPLE

EXHIBIT A

SCOPE OF SERVICES AND SCHEDULE

EXHIBIT B

PROVISIONS REQUIRED FOR PUBLIC WORKS PROJECTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 ET SEQ.

HOURS OF WORK:

- A. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Services shall constitute a legal day's work under this Agreement.
- B. By signing this Agreement, Consultant agrees that Consultant is aware of the provision of California Labor Code section 3700 which requires every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of the California Labor Code, and that Consultant will comply with such provisions before commencing performance of the Services.
- C. The Consultant and its sub consultants shall forfeit as a penalty to the Town \$25 for each worker employed in the performance of the Services for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

- A. The services of the Consultant shall be done on or in the execution of a "public works" project as defined by Law. In accordance with California Labor Code Section 1773.2, the Town has determined the general prevailing wages in the locality in which the Services are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file with the Town and shall be made available on request. The Consultant and sub consultants engaged in the performance of the Services shall pay no less than these rates to all persons engaged in performance of the Services. The Consultant shall be responsible for the compliance of its subcontractors.