



REQUEST FOR PROPOSALS

**FOR DEVELOPMENT OF A CLIMATE ADAPTATION
PLAN**

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

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

Contact and Town Project Manager:

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Approved for Release:



John Jaeger, Acting Town Engineer

3/2/20

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**TOWN OF WINDSOR
REQUEST FOR PROPOSALS (RFP)
FOR DEVELOPMENT OF A CLIMATE ADAPTATION PLAN**

Section 1 - INTRODUCTION

The Town of Windsor (Town) is requesting proposals from qualified firms to develop a Climate Adaptation 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. In reviewing proposals, the Town will utilize the evaluation criteria listed in Attachment 1 and follow the selection process listed in Section 5.

The scope of work is described in Section 3.

Section 2 - BACKGROUND

The Town of Windsor proposes to develop a comprehensive Climate Adaptation Plan for transportation infrastructure and community response to weather-related emergencies. Windsor's READI (Resiliency for Emergencies And Disasters Initiative) is necessary to address gaps in planning for the Town including:

- 1) the lack of a formal climate adaptation plan;
- 2) the lack of an evacuation plan and designated routes during emergencies; and
- 3) rolling black-outs that may occur because of Pacific Gas and Electric (PG&E)'s efforts to prevent fires sparked from downed power lines during high-wind events.

The project aligns directly with Caltrans' goal to "support planning actions at local and regional levels that advance climate change adaptation efforts on the transportation system, especially efforts that serve the communities most vulnerable to climate change impacts." The Town of Windsor (population 27,221) is located 9 miles north of the City of Santa Rosa and 63 miles north of San Francisco in Sonoma County.

In October 2017, one of the most destructive wildfires in California history, the Tubbs Fire, tore through the area in less than 12 hours. Spurred by nearly hurricane force winds, the fires came dangerously close to Windsor forcing large-scale evacuations and revealing vulnerabilities. Two years later, in October 2019, another extremely destructive fire hit Sonoma County, the Kincade Fire. The Kincade Fire burned 66,000 acres and forced the largest mandatory evacuation in Sonoma County history. The evacuation included the entire Town of Windsor, the entire community of Geyserville, the entire City of Healdsburg and much of unincorporated Sonoma County. In all, 185,000 people were evacuated.

Currently, the Town of Windsor does not have a Climate Adaptation Plan. The Tubbs Fire was a wake-up call for Windsor to plan for resilient infrastructure to address future weather-related emergencies, power outages, and evacuations. The Kincade Fire further emphasized the need for a plan to address these catastrophic events.

Many victims of recent fires had only minutes to evacuate. Some victims died in their cars trying to escape the fire. For others, driving to safety was simply not an option. Vulnerable populations, such as the elderly, which depend on public transportation or have limited mobility are at significant risk as wildfires block sidewalks, trails and roadways.

Evacuation Planning Need

The Windsor/Santa Rosa region is in recovery mode following the Tubbs Fire and Kincade Fire devastation and loss of approximately 4,800 homes. Transportation and land use planning to expedite new housing and prevent future losses is critically needed. Windsor is home to three mobile housing communities that will also be included in the planning process. Windsor is seeking to build upon its Emergency Response plans to identify and plan for evacuating the Town's vulnerable populations including:

- 14.5% senior population age 65 or older
- 26.5% of the population that speak a language other than English
- 4.3% of the population living below the poverty line

During the Tubbs Fire, neighboring Santa Rosa faced many challenges to inform and evacuate residents in a short period of time. Police officers worked diligently to convince residents to leave their homes and help those who could not leave on their own, carrying immobile residents into their police cars. With no transportation, elderly residents at an assisted living facility, many wheelchair-bound, were stranded in the face of the quickly approaching flames. Public transportation bus drivers risked their lives to drive along fire encroached roadways into the hills where the retirement community was located to provide evacuation for the stranded residents. For the Town of Windsor, this situation underscored the need to develop a plan that will address evacuation planning and routes to ensure the safety and survival of all Town residents. The measures needed for evacuation specific to Windsor became evident again as a result of the Kincade Fire. Windsor has taken results from both fires as a warning and a call to better prepare for climate change induced emergencies.

Evacuation Route Need

During the 2017 Sonoma County wildfires the Shiloh Ridge area of Windsor was evacuated, the Pleasant Avenue area was on stand-by, and the remainder of the town was on advisory evacuation notice. Many residents chose to voluntarily evacuate due to the uncertainty and urgency of the situation. There was significant traffic congestion and a strain on public safety resources. Public safety officials (both police and fire) have indicated a need for traffic signals that can adjust to expedite evacuations. READI will further evaluate this need and assess costs to implement the system.

During the 2019 Kincade Fire the entire town was under a mandatory evacuation. From lessons learned from the Tubbs Fire, the emergency response agencies wasted no time calling for a town-wide mandatory evacuation as the Kincade Fire approached the Town, which the greater majority of the town complied with. This measure allowed first responders to concentrate on battling the fire and saving the Town instead of concentrating on evacuating the residents.

The primary evacuation route in Windsor is US Highway 101, which runs diagonally through the axis of the Town. The highway provides access to northern Sonoma County, Mendocino County, and points to the north and to southern Sonoma County, Marin County, San Francisco, and points to the south. Highway 101 also connects to most other highways in the region, providing access to other locations.

A current deficiency in Windsor's access to Highway 101 is the lack of a north bound on-ramp at the north end of Windsor Town limits at Arata Lane. The interchange currently has just three of four ramps constructed to enter the Highway. A northbound US 101 on-ramp is needed to complete the interchange providing access to US 101 and provide adequate evacuation routes. The primary surface street in Windsor that can serve as an evacuation route is Old Redwood Highway, which runs roughly parallel to Highway 101 between the northwest and the southeast parts of the Town. Other potential evacuation routes include Windsor River Road, Starr Road, Hembree Lane, Conde Lane, and Shiloh Road, although these routes may be better suited to small-scale evacuations rather than situations that require a community-wide evacuation.

Highway 101 is essential to any plan for community-wide evacuation for helping reduce the loss of life in case of future disasters like the recent fires. Therefore, completion of a northbound Arata Lane on-ramp to Highway 101 is considered a high priority.

In addition, the Sonoma County Fire District desires to locate a new fire station in the northern evacuation route area. A new fire station in this area would provide a strategic location for serving the northern area of Windsor and areas beyond that are within the District's service area. The new station would also position a critical public safety facility in proximity to a designated fire hazard severity zone where wildfires are more likely to threaten homes in northeastern Windsor. In addition to the billions of dollars in damage done by the recent fires in the Sonoma region, more than 40 fire-related deaths were reported in the area. As such, Windsor's climate adaptation plan has taken on an even greater sense of urgency.

Future Rolling Black-outs Preparation Need

There is still much discussion on the actual cause of both the 2017 and 2019 fires. However, it is known that there were sparks from downed power lines during high winds which occurred on days when both fires broke out. In response to the fires, Pacific Gas & Electric (PG&E) (the Town's primary electric energy and natural gas supplier) started a Public Safety Power Shutoff (PSPS) program that temporarily shuts off power to areas located in high fire threat areas (including Windsor, a high fire threat area). The "rolling black-outs" during high winds are aimed to prevent downed power lines from sparking fires.

This adds another layer of need for Windsor to plan for transportation infrastructure (signalized intersections) to function adequately with extended periods of time without electricity. Based on the likelihood of rolling black-outs, backup electrical power generation is a pressing planning need for Town Hall, Fire and Police stations, and Emergency Operation Centers.

The lack of electricity at critical facilities during an emergency could hamper and decentralize Windsor's ability to communicate quickly and efficiently with public safety officials and media outlets to coordinate evacuation notification. In addition, the Town could lose the functionality

of traffic signals that aid in evacuation efforts, which could severely limit emergency response. A Climate Adaptation Plan will enable the Town to identify projects, future planning, and systems to implement emergency procedures that will save lives and property.

PG&E's Wildfire Safety Operations Center team will monitor conditions across its system and evaluate whether to temporarily turn off electric power lines, in the interest of public safety, if extreme fire danger conditions are occurring. While no single factor will drive a public safety power shutoff, some of the many factors that will inform the decision include: strong winds and very low humidity levels; critically dry vegetation that could serve as fuel for a wildfire; and on-the-ground, real-time observations from field crews, among other factors.

PG&E has advised the Town of Windsor to prepare an emergency plan. "PG&E will turn off power to neighborhoods or communities served by electric lines that run through areas experiencing extreme fire danger conditions. The most likely electric lines to be considered for shutting off for safety will be those in areas that have been designated by the California Public Utilities Commission (CPUC) as at extreme risk for wildfire (Tier 3 areas)." Most of the Town and Windsor Town Hall is included in a Tier 3 area. READI is a direct response to this planning need to ensure transportation and emergency response systems are operational without electricity.

Climate Adaptation Preparations and Mitigation Measures Need

California's recent wildfires are one indicator of the perils of climate change. Climatologists forecast severe droughts (and related fires), coastal flooding, and periods of extreme heat to worsen in California. (insideclimatenews.org)

The Windsor READI planning effort will evaluate roadside conditions to identify areas where dry brush can be removed near roadways to create natural barriers/fire lines to prevent fires from spreading into developed areas of Windsor. In addition, Windsor READI will evaluate and identify proactive steps to create "Green Streets" that will mitigate street flooding with bioswales and permeable areas to collect runoff. The Green Streets planning will identify areas that can be enhanced with street trees to shade and cool the developed urban environment and absorb greenhouse gasses. Green Streets are an important way to counterbalance climate changes by reducing urban heat island effects and reducing the greenhouse gasses.

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 Windsor READI. 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. Community Outreach & Engagement

Task 2.1: Coordinate with Key Stakeholders. The Consultant will coordinate one-on-one meetings with READI 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-Marín 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, National Guard, 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 the nearby Lytton Band of Pomo Indians, and ensure they are invited to participate in the proposed planning process as a Key Stakeholder.

Appropriate members of the TWG will meet with the Consultant and 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 project will be to include specific strategies for outreach and participation to vulnerable communities in the project area.

Task 2.2: Develop a Community Outreach Plan. With input from the Key Stakeholder meetings in Task 2.1, the Consultant and TWG will develop a Community Outreach Plan that outlines the steps to engage community members. The Outreach Plan will emphasize outreach to lower-income and vulnerable residents through locally trusted institutions including churches, retirement communities, 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 2.3: Community Workshops/Charettes. The Consultant and TWG will conduct at least four community charettes, 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 climate change adaptation planning.

Task 2.4: Develop an Online Survey. The Consultant and 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
2.1	Meeting materials, summaries, and notes regarding individual Key Stakeholder input discussions, list of Key Stakeholders
2.2	Meeting materials and summary, Community Outreach Plan, copies of outreach announcements and collateral materials in English and Spanish
2.3	Meeting materials, summaries, and notes from outreach meetings, photos of workshops and design charrettes
2.4	Copies of survey announcements, survey results

3. Development of Climate Adaptation Plan

Task 3.1: Develop Transportation and Community Vulnerability Assessment

- Identify, evaluate, analyze, and integrate climate adaptation and resiliency strategies as they relate to land use, housing, conservation, open space, safety, environmental justice, and in particular, to the transportation system/circulation. The Town and the consultant will review local and regional plans, conduct stakeholder interviews, consult maps and spatial data, review scholarly research and case studies, and review and utilize state and federal guidance and data. The effort will build upon recent planning efforts in Windsor such as the 2018 Local Hazard Mitigation Plan and 2040 General Plan update.
- Develop a climate resiliency strategy for vulnerable assets, including transportation assets. The strategies will address potential impacts to community members, local economies, and local environments resulting from climate change impacts to the transportation system and other assets including, but not limited to: an increased risk of wildfire, flooding, increased occurrence of heat waves, and a decrease in water supply due to drought.
- The Vulnerability Assessment document will include:
 1. A Vulnerability Assessment with hazards identified;

2. Transportation hazard profiles; and
3. Adaptation measures and strategies for the transportation system.

Task 3.2: Prepare Climate-Related Transportation Hazards and Evacuation Maps

- Produce transportation hazard and evacuation maps.
- Identify communities and individuals with inadequate access to transportation (e.g., survey to determine number and location of transit dependent residents).
- Identify alternate transportation routes and methods during climate-related hazards.

Task 3.3: Develop Climate Resilient Transportation Infrastructure Assessment. The Project Team will utilize the Transportation and Community Vulnerability Assessment as a building block for this proposed task. Tasks 3.2 and 3.3 will be performed simultaneously. This assessment will assess existing conditions and opportunities for designing and constructing “Green Streets” to build resiliency to climate-related transportation vulnerabilities (fire resistant shoulders, bioswales, tree-planting).

- Identify opportunities for green infrastructure planning and to address the challenges, such as funding shortfalls, parking requirements, and site design constraints.
- Provide direction on how to move forward with plans by strategically leveraging funding and identifying the right options and designs to meet objectives.
- Specify Green Streets techniques with demonstrated success, appropriate for Northern California’s unique characteristics, including:
 - Bioretention/bioswales: areas or channels utilizing vegetation to clean storm water runoff);
 - Native plant grow zones: vegetation areas that improve water quality, habitat, and reduce storm water runoff;
 - Permeable pavement: porous surface that drains water into a storage reservoir to facilitate storm water infiltration;
 - Fire protective barriers to protect transportation infrastructure and evacuation routes.
- Identify example case studies of roadways projects that utilize green infrastructure methods to improve water quality and reduce storm water runoff.

It should be noted that the Town has adopted Guidelines for Complete Streets. The Town also has to comply with Low Impact Development (LID) requirements as part of the NPDES permit issued by the North Coast Regional Water Quality Control Board.

Task 3.4: Develop Draft Windsor READI (Resiliency for Emergencies And Disasters Initiative) Plan. The Draft will address Senate Bill 379, which requires the safety elements of General Plans to be reviewed and updated to include climate adaptation and resiliency strategies. The Draft will include a vulnerability assessment that includes assessments related to the transportation system; adaptation and resiliency goals, policies and objectives based on information specified in the vulnerability assessment; and a sample set of feasible implementation measures designed to carry out the goals, policies and identified objectives. The Draft will include Climate-Related Transportation Hazards and Evacuation Maps and strategies pulled from the Climate Resilient Transportation Infrastructure Assessment and a matrix of priority projects to be implemented. The matrix will include estimated costs.

Task 3.5: Presentation of draft Climate Adaptation Plan.

- Present Draft Climate Adaptation Plan to Town Manager, public safety officials and Public Works staff.
- Collect feedback to improve Draft.
- Present updated Draft Climate Adaptation Plan to the Town Council.
- Collect feedback to improve Draft.

Task	Deliverable
3.1	Transportation and Community Vulnerability Assessment
3.2	Hazard and Evacuation Maps
3.3	Climate Resilient Transportation Infrastructure Assessment
3.4	Draft Climate Adaptation Plan
3.5	PowerPoint presentation, participant lists, meeting notes, summary of feedback

4. Final Climate Adaptation Plan

Task 4.1: Prepare Final Climate Adaptation Plan

- Prepare, based on local government agency feedback, the Final Climate Adaptation Plan

Task 4.2: Presentation of Final Climate Adaptation Plan

- Present Final Climate Adaptation Plan to Town Council, Elected Officials, Local Emergency Officials, Town Manager, Public Works and Community Development.
- Receive any final edits from the Town.

Task 4.3: Presentation of Final Climate Adaptation Plan to Caltrans

- Implement edits from Final Draft presentation (Task 4.2).
- Present Final Climate Adaptation Plan to Caltrans.

Task	Deliverable
4.1	Final Climate Adaptation Plan
4.2	Participant lists, PowerPoint presentation, meeting notes
4.3	Participant lists, PowerPoint presentation, meeting note

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, and 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 AND UNDERSTANDING

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, and 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 Qualifications-Based Selection (QBS) approach to consultant selection. The Consultant that is 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's 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
- Consultant interviews and selection
- Town Council award of contract

March 24, 2020

March 30, 2020 – April 9, 2020

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 this RFP	20	
Information obtained from references	30	
Experience with similar kinds of work	30	
Total	100	

Evaluator

Print Name: _____

Signature: _____

Date: _____

Attachment 2

Preliminary Project Schedule

Task Number	Task	Fiscal Year 2019/20				FY 2020/21				FY 2021/22				Deliverable												
		J	A	S	O	N	D	J	F	M	A	M	J		J	A	S	O	N	D	J	F	M	A	M	J
1	Project Initiation																									
1.1	Project Kick-Off Meeting																									Meeting Summary
1.2	RFP for Consultant Services																									Final RFP, consultant distribution list, final consultant(s) agreement(s)
1.3	Kick-Off Meeting with Consultant(s)																									Meeting agenda, sign-in sheet, meeting summary
2	Community Outreach and Engagement																									
2.1	Coordinate with Key Stakeholders																									Meeting materials, summaries, and notes from individual Key Stakeholder discussions, list of Key Stakeholders
2.2	Develop Community Outreach Plan																									Meeting materials and summary, Community Outreach Plan, copies of outreach announcements and collateral in English and Spanish
2.3	Community Workshops/Charrettes																									Meeting materials, summaries, and notes for 4 outreach meetings, photos of workshops and design charrettes
2.4	Develop an Online Survey																									Copies of survey announcements, survey results
3	Development of Climate Adaptation Plan																									
3.1	Develop Transportation and Community Vulnerability Assessment																									Transportation and Community Vulnerability Assessment
3.2	Prepare Climate-Related Transportation Hazards and Evacuation Plan and Evacuation Maps																									Hazard Map, Evacuation Plan and Evacuation Maps
3.3	Develop Climate Resilient Transportation Infrastructure Assessment																									Climate Resilient Transportation Infrastructure Assessment
3.4	Develop Draft Climate Adaptation Plan																									Draft Climate Adaptation Plan
3.5	Presentation of Draft Climate Adaptation Plan																									PowerPoint presentation, participant lists, meeting notes, summary of feedback
4	Final Climate Adaptation Plan																									
4.1	Prepare Final Climate Adaptation Plan																									Final Climate Adaptation Plan
4.2	Presentation of Final Climate Adaptation Plan																									Participant lists, PowerPoint presentation, meeting notes
4.3	Presentation of Final Climate Adaptation Plan to Caltrans																									Participant lists, PowerPoint presentation, meeting notes
5	Project Administration																									
5.1	Project Monitoring and Contract Management																									Meeting notes
5.2	Fiscal Management																									Invoices
5.3	Quarterly and Closeout Reports																									Quarterly reports, Final Report

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 of 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
Acting Administrative Services Director

Director Name
Department Director

Approved As to Form:

Jose M. Sanchez
Town Attorney

EXHIBIT A

SCOPE OF SERVICES AND SCHEDULE

SAMPLE

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.