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City of
Santa Rosa
Recreation & Parks

REQUEST FOR PROPOSALS

**PARK MASTER PLANNING SERVICES
FOR
BAYER NEIGHBORHOOD PARK AND GARDENS**

Proposal Mailing Date

September 19, 2008

Mandatory Pre-Proposal Conference

October 1, 2008 at 1:30 pm

Bayer Neighborhood Park and Gardens
1550 & 1632 West Ave
Santa Rosa, CA

Proposal Submittal Due Date

October 21, 2008, at **4:00 p.m.**

To

Jennifer Tuell
City of Santa Rosa
55 Stony Point Rd
Santa Rosa, CA 95404
(707) 543-3741 Voice
(707) 543-3289 TDD

REQUEST FOR PROPOSALS PARK MASTER PLANNING SERVICES

Introduction/ Background

The City of Santa Rosa is soliciting proposals from qualified firms to work in conjunction with City staff to provide park design, master planning services and construction documents for the newly purchased property along West Avenue. The property was purchased from the Bayer family and will serve the community as a neighborhood park. The City received \$2,843,000 in funding for the acquisition of the property from the State of California 2002 Resources Bonds Act competitive grant program and additional \$1.3 million in grant funding will be received from the Sonoma County Agricultural Preservation and Open Space District (OSD) 2007 Matching Grant Program. The City currently has executed a grant agreement with the State of California and the conditions of this grant agreement need to be met in the design and planning process. In addition, the City will enter into a grant agreement with the OSD. When the OSD agreement is finalized, it is also anticipated that the conditions of the OSD agreement, along with those of any key partners, will be met in the design and planning process.

The City entered into a Co-sponsorship Agreement with LandPaths in 2007 to provide interim programming at the property while a master plan is being developed. LandPaths has made temporary improvements to the site including pathways, garden plots and additional site access. The improvements were made to provide as much programming at the site as possible. In the 2008 OSD matching grant program, LandPaths received a reservation of \$215,000 in funding for improvements at this site. LandPaths would like to use a portion of this funding for solar panels along with other improvements.

Sustainability and conservation of resources are integral to the design of the park. Design and planning should follow Santa Rosa's Build It Green Guidelines and utilize appropriate green building practices where applicable. Additionally, the City is interested in incorporating elements of the LEED certification program, where appropriate. Community input is also a large portion of the planning process. The community will be the driving force behind the design elements of the park. It is the City's intention to build a park suited closely to the needs and desires of the community in which the park stands.

Currently, the property mentioned in this RFP is located outside the City limits, inside the City's Urban Growth Boundary and within Sonoma county limits. Please note the need to be familiar with not only the City jurisdictional requirements but Sonoma County requirements for this project.

The Bayer Neighborhood Park and Gardens will become an asset and destination park to all those who live in Santa Rosa and will also serve the densely populated and diverse community of the southwest. It is hoped that this park will become a model for other Cities and provide the community with much needed recreation opportunities. The City envisions continuing the Co-sponsorship Agreement with LandPaths and will continue to promote the programming and site work provided by LandPaths. Relationships with LandPaths and other partners are key to ensuring the success of this project. The City is focused on providing a unique park located in an urban setting that provides hands on education, teaching elements, a community garden, promotion of conservation and sustainability, active recreational uses, classes, programs, events and possibly modifying the existing structures into a small community meeting area or small community center on the property. This will further promote "Healthy Parks, Health People" in our community.

To obtain a copy of the grants submitted to the State of California and the OSD, please contact Jennifer Tuell at jtuell@srcity.org.

SCOPE OF SERVICES

The Scope of Services includes, but is not limited to, site analysis and assessment, community outreach and public input, park master plan schematics, project specific webpage support, construction document preparation and a fundraising plan. In addition, support is requested for design development, construction

management, opening celebration planning and post-construction stewardship monitoring. Importance is placed on the community outreach and public input sections. The City would like to ensure that the majority of the needs addressed by the community are met. Please note, even though this is a City owned property, it is located in the County of Sonoma. Your firm will need to be familiar with County and City codes, restrictions and processes throughout the project. All deliverables will be submitted to the City in hard copy and original electronic format (for example: Excel, AutoCAD, Word, etc.). All work produced by consultant for this project will become property of the City of Santa Rosa and it is expected that information pertinent to this project will be shared freely with all City employees involved in the project. Address each of the following phases by describing how your firm would meet the written criteria. Include experience and examples of similar work performed and/or provide information on subcontractor's experience.

SITE ANALYSIS/ASSESSMENT

This phase will include an environmental site analysis of the property to consider existing site conditions, opportunities and constraints, along with neighborhood and civic interests. Additional information will be needed to evaluate existing buildings, trees, potential property uses, energy resources, conservation options, architectural uses and alternative landscape options for the purpose of developing the former farm into a neighborhood park and garden.

General tasks/milestones:

- Review existing documents and relevant background materials relating to the project
- Conduct meetings and/or interviews with City representatives and key stakeholders (Recreation and Parks, Public Works, Planning, LandPaths, etc.) as needed
- Obtain topographic site survey, arborist report, geotechnical report and architectural analysis, which may include hiring and managing consultants as needed
- Prepare a Phase 1 Site Analysis
- Complete CEQA and develop a work plan if there are any mitigation requirements

Deliverables:

- Topographic site survey
- Arborist report
- Geotechnical report
- Architectural assessment
- Graphic and written documents summarizing project issues, site opportunities and constraints
- Phase 1 Site Analysis
- CEQA Documentation
- Feasibility Study
- CEQA Work Plan - *if applicable*

COMMUNITY OUTREACH AND PUBLIC PARTICIPATION

This phase embarks on the community outreach process, builds support for the park project and solicits community comment on how the park should be designed to meet the needs of residents and park users. The community outreach and public input process will be integral to the park planning and design process. It is essential that the diverse make-up of the community is represented fairly in this process, including those that speak English as a second language and others that may find it difficult to engage in standard outreach methods.

General tasks/milestones:

- Prepare a community outreach strategy and conduct the community outreach process
 - Engage City, community groups, stakeholders and individuals/residents
 - Identify community liaisons and leaders, hire/engage professionals and community members as needed to aid in outreach
 - Identify and develop methods to distribute project information (website, newsletter, existing publications and media)

- Hold focus groups and attend meetings of local community-based organizations
- Hold stakeholder interviews
- To meet the needs of the diverse community surrounding the park a Spanish language interpreter should be provided for community events and written materials, seeking public input shall be provided in both English and Spanish.
- Conduct on-site educational/environmental programs to foster community engagement; seek out LandPaths' help to promote programs related to the community garden/farming.

Deliverables:

- Develop work plan detailing the community outreach strategy and timeline
- Graphic and written information (fliers, surveys, questionnaires, press releases, etc.) to support the public outreach efforts, (English, Spanish and electronically)
- On-site educational/environmental programming related to community garden/farming
- Presentations to Public Boards, Commissions and Council as needed

MASTER PLAN

In this phase, based on needs assessment and community outreach, a master plan will be developed. This master plan will reflect the needs and interests identified by the community, the City, grant contract provisions and other key partners.

General tasks/milestones:

- Conduct master plan process
 - Engage City (staff, leaders and boards), community groups, stakeholders and individuals/residents
 - Review grant agreements and associated documents related to property and incorporate into master plan
 - Hold 3-4 workshops to assess needs and solicit community input on design
 - #1 Needs Assessment and Program Development
 - #2 Explore Design Alternatives, Select Materials and Finishes
 - #3 Select Preferred Alternative for Master Plan
- Develop master plan
- Develop cost estimate
- Develop implementation program (including factors such as construction phasing options, funding strategy, programming and stewardship)
- Present master plan to City agencies and public throughout process

Deliverables:

- Master Plan
- Cost Estimate
- Memo outlining Implementation Plan
- All written and graphic materials to conduct community engagement, workshops, and presentations

OPERATING COST MODEL AND PARK MAINTENANCE PLAN

In this phase an operating cost model and park maintenance plan will be completed for the project. The City will look to the firm hired to analyze and extrapolate data from the previous phases to complete both the operating cost model and park maintenance plan. The City is highly interested in revenue generating elements for the property to cover all the necessary operating costs and is looking for creative opportunities for the neighborhood park. The Park Maintenance Plan should address how the City may fund the maintenance of the park once each construction phase is completed.

General tasks/milestones:

- Create operating cost model

- Analyze data from previous phases to prepare most effective revenue generating opportunities
- Include maintenance tasks and frequency and duration for each task
- Develop a park maintenance plan

Deliverables:

- Operating Cost Model
- Park Maintenance Plan
- Life cycle and cost replacement model for elements to be installed onsite

CONSTRUCTION DOCUMENTS (ALTERNATE A)

In this phase construction documents will be completed for the newly designed park. Construction documents should include all aspects of the master plan. In your proposal, include a proposed logical sequence of phasing for the construction documents and a cost proposal for each phase. The City is requesting a phase plan for construction documents because it is anticipated that funding for construction of the park will happen in phases. This will enable the City to bid and then complete sections of the park as funding is received. Address the construction documents separately in your cost proposal, label and include as Alternate A.

Deliverables:

- Construction Documents
- Park construction phasing plan/approach

FUNDRAISING PLAN

In this phase, describe how you will develop relationships that engage staff at both the National and Regional levels to raise funds for the project. As opportunities present themselves (according to strategy or chance), explain how you will evaluate and bring forward opportunities and provide grant-writing services to apply for project funding. Also explain how you will promote the ongoing efforts to find funding as plans and phases develop.

General tasks/milestones:

- Create a development strategy
- Prepare grant applications on behalf of, and in close collaboration with, local community groups or the public agency

PROJECT SPECIFIC WEBSITE SUPPORT AND PROGRESS REPORTS

Throughout the entire project the City is requesting regular updates to be added to the City of Santa Rosa webpage. This will include but is not limited to project schedule, meeting minutes/notes and chronology of events. Text should be given to City in a format that is easily added to the City's web server and shall include images along with the text; English and Spanish versions are expected to be posted and updated. The City is also requesting a regular progress report to be submitted in the form of a PowerPoint Presentation. Describe the frequency with which your firm will provide progress reports, communications and updates. The City is requesting a minimum of monthly updates as well as updates after every public meeting/outreach event.

Deliverables:

- Work plan with schedule for updates

ADDITIONAL PROJECT SUPPORT

Describe your firm's involvement in the project after the previous sections are completed. The City is looking for additional project support in the following areas:

- Construction Management

- Opening Celebration
- Post-Construction Stewardship Monitoring
- Maintenance of relationships with key stakeholders including various City and County departments.

All work must fully comply with all Federal and State regulations, and City of Santa Rosa and County of Sonoma Code, including Americans with Disabilities Act requirements. All work must be completed in accordance with the timeline below.

PROJECT TIMELINE

The City's proposed start date for this project is January of 2009 and a completion date of January of 2010. It is anticipated that the site analysis and assessment, community outreach and public input and park master plan schematics will take approximately six months to complete and the construction document preparation another six months. Describe how your firm will respond to this timeline.

PROPOSAL PROCESS

Proposals shall contain an executive summary and shall clearly articulate how services identified in the scope of work will be provided, qualifications, experience, references, and all of the information requested herein. Proposals shall not exceed 30 pages including any graphics and/or attachments, and shall be submitted in an original electronic version on a labeled CD (Word, Excel etc.) and a paper original with **NINE** hard copies. The original and each copy shall include a tabbed index and page numbers. ***The original must be clearly marked and contain an original signature. Failure to clearly mark the original and provide an original signature may result in a proposal being found non-responsive and given no consideration.*** The services provided, qualifications, experience, and reference portions of the proposals will be weighted and scored by an evaluation panel. Proprietary data or trade secrets should be clearly identified as such in your proposal.

Proposals shall address the following sections in order; refer to the scope of work for project specific information:

1. Executive Summary
2. Firm Organization
3. Site Analysis/Assessment
4. Community Outreach and Participation
5. Master Plan
6. Operating Cost Model and Park Maintenance Plan
7. Construction Documents (Alternate A, with phasing options)
8. Fundraising Plan
9. Project Specific Website Support and Progress Reports
10. Additional Project Support
11. Project Timeline
12. Cost proposal

Firm Organization

- Include name, address, and telephone number of primary firm submitting proposal and identify each sub-consultant including name, address, and telephone number.
- Describe the working relationship and duties of the proposed prime and sub-consultants.
- Provide a profile of the firm including types of services offered, the year founded, and form of organization (corporation, partnership, sole proprietorship)
- Include a statement to the effect that the proposed Project Team will be available to work on the Project in the roles specified with the proposed timeline and will not be reassigned, removed or replaced without the consent of the City.

1. Project Team: Provide an organizational chart of the project team that clearly delineates communication and reporting relationships among the project staff and among the major sub-consultants involved in the Project. Identify key personnel to perform work in the various tasks, and include major areas of subcontracted work. Indicate the expected contributions of each staff member in time as a percentage of the total effort.
2. Project Team Qualifications: Establish the qualifications of the proposed Project Team in terms of education, experience, professional credentials, awards, and licensing status. Describe in detail each team member's responsibilities for the Project and indicate the number of years the individual has had this responsibility on similar projects. Specifically show, for each team member, a list of projects for which they served in the role they are expected to serve for this project. Show, for the team as a whole, their achievements in designing similar projects. This information, at a minimum, will be provided for the Principal, Project Manager(s), Project Architect(s), and Job Captain(s) for the prime consultant and major sub-consultants proposed for the City's Project.
3. Experience: Demonstrate successful experience by showing technical competence and specialization in projects similar in scope and complexity to the proposed project indicated. Evidence of the qualifications and ability to successfully address major design issues related to facilities of this type must be shown. Provide a description of the last five similar projects for which your firm has had significant design and/or planning responsibility. For each of the projects cited, indicate the project name, when it was completed, total cost, and the name of an owner's representative with phone number who may serve as a reference.
4. Work Plan: Utilizing the program elements and project objectives shown in the Scope of Work, provide a detailed, well-conceived work plan showing the methodology and approach to be used to successfully accomplish the Project. Indicate as part of the Work Plan the firm's capability to accomplish other current projects and this Project with its current work force.
5. Quality Control: Demonstrate an ability to undertake and complete complex municipal projects on time, within budget, with a high degree of quality and show sensitivity to the needs and interests of the community. Provide an explanation of the consultant's quality and cost control philosophy, procedures and goals. State whether or not the firm has ever been involved in litigation, arbitration or mediation as a result of design errors and/or omissions and the circumstances of any involvement.
6. Green Building Standards/Energy Efficiency: Demonstrate experience with the design of buildings based on the principles of energy conservation, indoor air quality and sustainability as outlined in the City of Santa Rosa's Build it Green Guidelines and demonstrate the Project Team has an understanding of this system. The project is expected to meet all Build it Green Guidelines and use green alternatives where possible. Provide specific information concerning the experience of the project team members with sustainability for new and remodel construction. Demonstrate knowledge of local utility programs/incentives which may be available to aid energy conservation designs and/or offset capital costs. Show that at least one LEED Accredited Professional is on the design team.
7. References: List no less than three reference clients for whom similar or comparable services have been performed. Include the name, mailing address and telephone number of their principal representative.
8. City of Santa Rosa Contract: The successful firm will be asked to sign a City of Santa Rosa contract substantially similar to the Sample Contract provided in Exhibit B. Proposals should include a signed statement indicating the firm's willingness/ability to sign this contract "as is", including

proposed insurance requirements in Exhibit A, or detailing the reasons why they are not willing or able to do so.

9. **Cost Proposal:** In a separate envelope marked “Cost Proposal” with the name of your firm on the outside, submit a fee schedule that outlines all requirements in this RFP. Include in your cost proposal all items outlined in the Scope of Services, deliverables, Alternate A and a clear definition of tasks. Each task shall include the direct costs associated with completion said task. Also indicate incidental costs such as sub-consultant markup or markup on specialized equipment as a percentage. Include a copy of your cost proposal on the CD your firm submits. Cost proposals should be in an Excel spreadsheet or comparable program. A PDF of your cost proposal will not be accepted.
10. **Relationship with the City:** It is expected that the firm selected will meet with City staff on a regular basis and attend several meetings in Santa Rosa. Describe how you would meet this criterion.
11. **Mandatory Pre-Proposal Conference:** All prospective bidders are required to attend a pre-proposal conference at which time questions regarding any part of this RFP will be addressed. Proposals submitted by those not attending this meeting will be considered non-responsive and given no consideration. The meeting will be held on October 1 at 1:30 pm, at the Bayer Neighborhood Park and Gardens located at 1550 & 1632 West Ave, Santa Rosa CA.

EVALUATION OF PROPOSALS AND NEGOTIATIONS

An evaluation panel will review all proposals submitted and select the top proposals. These top firms may then be invited to make a presentation to the evaluation panel in Santa Rosa City offices, at no cost to the City. The City may request Best and Final Offers. Based on the presentation and Best and Final offers, if requested, the panel will select the proposal which best fulfills the City's requirements. The City will negotiate with that firm to determine final pricing and contract form. There will be no public opening and reading of bids. Overall responsiveness to the Request for Proposals is an important factor in the evaluation process.

Selection Criteria: The following is a list of the City’s criteria for the selection of the firm for the project:

- **Technical Capabilities and Specialized Knowledge**

This criterion involves an evaluation of the quality of the technical capabilities and specialized knowledge needed to successfully perform the specified Scope of Services, and a review of the proposing firm’s demonstrated previous ability to deliver the work required in a timely and proficient manner. Specifically, this will evaluate that the following will be provided successfully and in a timely manner: (1) design and construction management services for parks and/or municipal facilities of comparable scope and complexity; (2) ongoing, accurate construction cost estimates which may be used successfully to plan the final scope of work; (3) timely, consistent and helpful support during all phases of the project; (4) creative, innovative and cost efficient solutions to challenging design issues; and (5) knowledge of and experience with community outreach to diverse community stakeholders and fundraising.

- **Professional Qualifications, Knowledge, and Experience**

This criterion involves an evaluation of the qualifications, knowledge, and experience of the project team including the Principal, Project Manager, Project Architect and Job Captain proposed to perform the Scope of Services. It will involve a review of the background, experience, performance records, competence, and integrity of the firm, as well as an assessment of the qualifications of the project team who will be responsible for the performance of the Scope of Services. The overall team capacity, balance, and organization will also be evaluated. This factor will also include an assessment of the availability and ability

of the firm (including the Project Manager and key personnel) to perform the Scope of Services in a timely manner. The knowledge, existing relationships and ability to work with various agencies including internal City departments will also be evaluated. Agencies may include but are not limited to the County of Sonoma, Sonoma County Health Agency, Regional Water Quality Control Board and Sonoma County Permit and Resource Management Department (PRMD). Also the consultant shall become familiar with regulations and protocol from the county jurisdictions, due to the fact that this property is located within the county and not in city limits.

• Knowledge of Local Conditions

This criterion will evaluate knowledge of and experience with local processes, conditions, transportation structure, regional needs, and any other conditions affecting the successful completion of the Project.

• Responsiveness to the RFP

This criterion will evaluate the responsiveness to the requirements, terms and conditions of this Request for Proposals, including the willingness to sign the proposed City contract “as is”.

• References

This criterion will evaluate the appropriateness of the references provided as requested by the RFP.

CITY CONTACTS

All proposals, offers and counter offers will be extended through the City of Santa Rosa Recreation and Parks Department whose name, address and telephone number are shown below and in the designated contacts section. Any negotiations may be conducted by the Recreation and Parks Department or another party as noticed by the Department. Award will be by City Council Resolution. No other officer or agent may obligate or bind the City. In the designated contacts section, firms will designate, by name, who will receive offers and counter offers. The person named will be an authorized agent of the firm able to conduct negotiations or written offers in good faith. For questions or additional information, please contact the appropriate individual listed below, preferably by email.

<p><u>Scope of Work</u> Rich Hovden Park Planning and Development Manager (707) 543-3775 Voice (707) 528-3723 Fax rhovden@srcity.org</p>	<p><u>Proposal Process</u> Jennifer Tuell Research and Program Coordinator (707) 543-3741 Voice (707) 528-3723 Fax jtuell@srcity.org</p>
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ESTIMATED SCHEDULE

September 19, 2008..... Mail RFP
 October 1, 2008 at 1:30 pm..... Mandatory Pre-Proposal Conference
 October 22, 2008 at 3 pm..... Receive Proposals
 October/November 2008..... Panel Meeting to Screen Proposals
 November 2008..... Presentations to the Panel
 November 2008..... Award
 January 2009..... Start of Work

Exhibit A
INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

A	Commercial general liability at least as broad as ISO CG 0001 <u>\$1,000,000</u> (Must include operations and completed operations coverage) <u>\$2,000,000</u>	(per occurrence) (aggregate) ¹
B	Business auto coverage at least as broad as ICO CA 0001 ²	(per accident) \$1,000,000
C	Errors and Omissions liability ³	(per claim & agg) \$1,000,000
D	Workers Compensation ⁴ Employer's Liability	Statutory \$1,000,000

¹ If insurance applies separately to this project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage.

² Auto liability insurance shall cover owned, nonowned and hired autos. If Consultant owns no vehicles, auto liability coverage may be provided by means of a nonowned and hired auto coverage. If Consultant will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage.

³ Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.

⁴ Sole Proprietors must provide representation of their exempt status. The Worker's Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the Consultant, its employees, agents and subcontractors.

Endorsements:

All policies shall contain or be endorsed to contain the following provisions:

Coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the entity unless canceled for non-payment, then ten (10) days notice shall be given.

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

For any claims related to this project, the **Consultant's insurance coverage shall be primary** and any insurance or self-insurance maintained by the CITY shall be excess of the Consultant's insurance and shall not contribute with it.

The City of Santa Rosa, its officers, agents, employees and volunteers are to be named as **additional insured** on a form equivalent to CG20 10 with an edition date prior to 2004.

Other Insurance Provisions

No policy required by this section shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.

All insurance coverage amounts provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.

Self-insured retentions and/or deductibles above \$10,000 must be approved by the CITY. At the CITY's option, the Consultant may be required to provide financial guarantees.

Verification of Coverage and Certificates of Insurance

Consultant shall furnish the CITY with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the CITY before work commences and must be in effect for the duration of the contract. The CITY reserves the right to require complete copies of all required policies and endorsements.

EXHIBIT B

**AGREEMENT FOR PROFESSIONAL SERVICES
WITH [NAME OF CONTRACTOR] FOR PARK MASTER PLANNING SERVICES**

This Agreement is made this ___ day of _____, 20__ between the City of Santa Rosa, a charter city ("CITY"), and [enter name of consultant] ("CONSULTANT") a [insert the type of entity].

RECITALS

- A. CITY desires CONSULTANT to provide park design, master planning services and construction documents for the park property located at 1550 and 1632 West Avenue known as the Bayer Neighborhood Park and Gardens.
- B. CITY desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Service as more particularly set forth in Section one below.
- C. CONSULTANT represents to CITY that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to CITY in connection with said services.
- D. The parties have negotiated upon the terms pursuant to which CONSULTANT will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, CITY and CONSULTANT agree:

1. **SCOPE OF SERVICE**

CONSULTANT shall provide CITY with the following services:

SITE ANALYSIS/ASSESSMENT

This phase will include an environmental site analysis of the property to consider existing site conditions,

opportunities and constraints, along with neighborhood and civic interests. Along with compiling additional information needed to evaluate existing buildings, trees, potential property uses, energy resources, conservation options, architectural uses and alternative landscape options for the purpose of developing the former farm into a neighborhood park and garden.

COMMUNITY OUTREACH AND PUBLIC PARTICIPATION

This phase embarks on the community outreach process, builds support for the park project and solicits community comment on how the park should be designed to meet the needs of residents and park users. The community outreach and public input process are integral to the park planning and design process. It is essential that the diverse make-up of the community is represented fairly in this process, including those that speak English as a second language and others that may find it difficult to engage in standard outreach methods.

MASTER PLAN

In this phase, based on needs assessment and community outreach, a master plan will be developed. This master plan will reflect the needs and interests identified by the community, the City, grant contract provisions and other key partners.

OPERATING COST MODEL AND PARK MAINTENANCE PLAN

In this phase an operating cost model and park maintenance plan will be completed for the project. The City will look to the CONSULTANT hired to analyze and extrapolate data from the previous phases to complete both the operating cost model and park maintenance plan. The City is highly interested in revenue generating elements for the property to cover all the necessary operating costs and is looking for creative opportunities for the neighborhood park. The Park Maintenance Plan should address how the City may fund the maintenance of the park once each construction phase is completed.

CONSTRUCTION DOCUMENTS (ALTERNATE A)

In this phase construction documents will be completed for the newly designed park. Construction documents should include all aspects of the master plan. The City is requesting a phase plan for construction documents because it is anticipated that funding for construction of the park will happen in phases. This will enable the City to bid and then complete sections of the park as funding is received. Address the construction documents separately in your cost proposal, label and include as Alternate A.

FUNDRAISING PLAN

In this phase, CONSULTANT will develop relationships that engage staff at both the National and Regional levels to raise funds for the project. As opportunities present themselves (according to strategy or chance), CONSULTANT will bring forward opportunities and provide grant-writing services to apply for project funding.

PROJECT SPECIFIC WEBSITE SUPPORT AND PROGRESS REPORTS

Throughout the entire project CONSULTANT will provide CITY with regular updates to be added to the City of Santa Rosa webpage. This will include but is not limited to project schedule, meeting minutes/notes and chronology of events. Text should be given to City in a format that is easily added to the City's web server and shall include images along with the text; English and Spanish versions are expected to be posted and updated. The City is also requesting a regular progress report to be submitted in the form of a PowerPoint Presentation.

ADDITIONAL PROJECT SUPPORT

CONSULTANT will provide additional project support in the following areas:

- Construction Management
- Opening Celebration

- Post-Construction Stewardship Monitoring
- Maintenance of relationships with key stakeholders including various City and County departments.

PROJECT TIMELINE

The City's proposed start date for this project is January of 2009 and a completion date of January of 2010. It is anticipated that the site analysis and assessment, community outreach and public input and park master plan schematics will take approximately six months to complete and the construction document preparation another six months.

The above services and activities are described with further particularity in the [Scope of Work/CONSULTANT's Proposal] dated [enter date of work scope or proposal for reference purposes], attached as Exhibit A [enter TITLE] which is incorporated by reference as though fully set forth, and in accordance with the provisions of this Agreement.

The [Scope of Work/CONSULTANT's Proposal] is attached hereto solely for the purpose of defining the manner and scope of services to be provided by CONSULTANT hereunder and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In case of any conflict between the terms of these documents, the terms of this Agreement shall control and prevail.

2. COMPENSATION

a. As compensation for all services of CONSULTANT in performance of this Agreement, CITY shall pay CONSULTANT in installments equal to the percentage of the services and work performed at the rates or in the amounts set forth in Exhibit B, attached hereto and incorporated by this reference. CONSULTANT shall submit monthly statements to CITY, which statements shall itemize the work and services performed to the date of the statement and set forth a progress report,

including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed consistent with those amounts shown on Exhibit B, if attached, or by the prior written mutual agreement of the parties.

b. Payments prescribed herein shall constitute all compensation to CONSULTANT for all costs of service, including, but not limited to, direct costs of labor of employees engaged by CONSULTANT, travel expenses, telephone charges, typing duplication, computer time, and any and all other costs, expenses and charges of CONSULTANT, its agents and employees.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of tasks set forth above shall in no event exceed the sum of [enter total maximum amount (\$_____)]. The Finance Director is authorized to pay all proper claims from Charge Number _____.

3. DOCUMENTATION: RETENTION OF MATERIALS

a. CONSULTANT shall maintain adequate documentation to substantiate all charges for hours and materials as required by Section 2 of this Agreement.

b. CONSULTANT shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than a flat rate and shall make such documents and records available to authorized representatives of CITY for inspection at any reasonable time.

c. CONSULTANT shall maintain the records and any other records related to the performance of this Agreement, and shall allow CITY access to such records, for a period of four (4)

years.

4. INDEMNITY

CONSULTANT shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless CITY, and its employees, officials and agents (“Indemnified Parties”) for all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of CITY. If there is a possible obligation to indemnify, CONSULTANT’S duty to defend exists regardless of whether it is ultimately determined that there is no obligation to indemnify.

5. INSURANCE

CONSULTANT shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, “Insurance Requirements”, which is attached hereto and hereby incorporated and made part of this Agreement by this reference. Maintenance of the insurance coverage as set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by CONSULTANT in exchange for CITY’s agreement to make the payments prescribed hereunder. Failure by CONSULTANT to (i) maintain or renew coverage, (ii) provide CITY notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by CITY as a material breach of this Agreement by CONSULTANT, whereas CITY shall be

entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by CONSULTANT to maintain required insurance coverage shall not excuse or alleviate CONSULTANT from any of its other duties or obligations under this Agreement. In the event CONSULTANT, with approval of CITY pursuant to Section 6 below, retains or utilizes any subcontractors or sub-consultants in the provision of any services to CITY under this Agreement, CONSULTANT shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in the Insurance Requirements at Attachment One.

6. ASSIGNMENT

CONSULTANT shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of CITY, in CITY's sole and absolute discretion. CONSULTANT agrees that prior to contracting for or otherwise engaging consultants or engineers for use or assistance in performance under this Agreement, the names shall be submitted to and approved by CITY.

7. TERMINATION

- a. This Agreement may be terminated by either party by giving ten (10) days notice to the other in writing of its intent to terminate the Agreement.
- b. Upon such termination, CONSULTANT shall submit to CITY an itemized statement of services performed to the date of termination in accordance with Section 2 of this Agreement. Said services may include both completed work and work in progress at the time of termination. CITY shall pay CONSULTANT for any such work for which compensation has not previously been made by CITY. CITY may require CONSULTANT to complete the incomplete

documents and CONSULTANT shall deliver to CITY all documents in its possession. All documents shall be the property of CITY without additional compensation to CONSULTANT.

8. NOTICES

Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

CITY:

**Rich Hovden
Park Planning and Development
Manager
55 Stony Point Rd
Santa Rosa, CA 95401**

**(707) 543-3775
(707) 543-3273 Fax**

CONSULTANT:

**[Include name of Project Manager]
[Include Address Phone and Fax No.]**

9. INDEPENDENT CONTRACTOR

The parties intend that CONSULTANT, in performing the services specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. It shall be free to contract for similar services to be performed for other employers while it is under contract with CITY. CONSULTANT shall not be considered an agent or employee of CITY and is not entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by CITY for its employees.

10. ADDITIONAL SERVICES

If CITY makes a decision to change the scope of services, as delineated in Section 1 above, all such changes shall be by written amendment to this Agreement and shall be paid for on the hourly charge basis set forth in Exhibit B, if made part hereof, or as mutually agreed by CONSULTANT and CITY prior to the provision of any such additional services.

11. SUCCESSORS AND ASSIGNS

CITY and CONSULTANT each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

12. TIME OF PERFORMANCE

CONSULTANT shall begin work on this project upon receipt of a written notice to proceed from CITY, but in no event prior to delivering a fully executed agreement to CITY and obtaining and delivering the required insurance coverage, and satisfactory evidence thereof, to CITY. CONSULTANT shall thereafter work diligently and continuously to provide all the required services and activities described herein. CONSULTANT shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of CITY, not later than [enter expected completion date].

13. MISCELLANEOUS

(A) Entire Agreement. This Agreement contains the entire agreement between the Parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

(B) Modification. No modification or change to the terms of this Agreement will

be binding on a Party unless in writing and signed by an authorized representative of that Party.

(C) Compliance with Laws. CONSULTANT shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et seq.), and any regulations and guidelines issued pursuant to the ADA, which prohibits discrimination against individuals with disabilities and may require reasonable accommodations; and (ii) and Labor Code Sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code Section 1720 et seq..

(D) Governing Law; Venue. This Agreement shall be construed, and its performance enforced, under California law. Because this Agreement is to be performed in the County of Sonoma, the parties hereto agree that the forum for the adjudication of any dispute regarding the Agreement or enforcement shall be brought exclusively and solely in Sonoma County, California.

(E) Conflict of Interest. In the event that CITY determines, in its discretion, that CONSULTANT is required to comply the requirements of the Political Reform Act, specifically Cal. Govt. Code Section 87200, as well as CITY's Conflict of Interest Code, CONSULTANT shall promptly file a Form 700 – Statement of Economic Interest in accordance with the applicable disclosure category and any other documents reasonable required by CITY in compliance with the foregoing provisions.

(F) Waiver of Rights. It is the intent of the parties hereto that from time to time either party may waive any of their rights under this Agreement, unless contrary to law. Any

waiver by either party hereto of rights arising in connection with this Agreement, shall not be deemed a waiver with respect to any other rights or matters, whether under this Agreement or otherwise.

(G) Ownership and Use of Property Rights. Unless otherwise expressly provide herein, all original works created by CONSULTANT for CITY hereunder shall be and remain the property of CITY. CONSULTANT agrees that any patentable or copyrightable property rights, to the extent created for CITY as part of the services provided hereunder, shall be in the public domain and may be used by anyone for any lawful purpose.

(H) Incorporation of attachments and exhibits. The following attachments and exhibits are intended to, and shall, be incorporated and made part of this Agreement, subject to terms and provisions herein contained:

- | | |
|-----------------------|--|
| <u>Attachment One</u> | - Insurance Requirements |
| [Exhibit A | - Scope of Work/CONSULTANT's Proposal] |
| [Exhibit B | - Project Budget/Rate Schedule] |

14. AUTHORITY; SIGNATURES REQUIRED FOR COROPORATIONS

CONSULTANT hereby represents and warrants to CITY that it is (a) is a duly organized and validly existing [enter type of entity], formed and in good standing under the laws of the State of [enter state of formation for corporations, LPs and LLCs], (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. CONSULTANT hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on CONSULTANT in accordance with

the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

[enter full name of consultant and type of entity, e.g., XYZ Corp., a California corporation]

CITY OF SANTA ROSA,
a charter city

By: _____

By: _____

Name: _____

Title: _____

Title: _____

ATTEST: _____

City Clerk

Taxpayer ID # _____
[or Social Security # for sole proprietor]

APPROVED AS TO FORM:

By: _____

By: _____

Name: _____

City Attorney's Office

Title: _____