

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH GROUP 4 ARCHITECTURE RESEARCH & PLANNING, INC.
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____ day of _____, 2023, by and between the City of Santa Rosa, a municipal corporation ("City"), and Group 4 Architecture Research & Planning, Inc., a California corporation ("Contractor").

R E C I T A L S

A. City desires to obtain architectural/engineering design services for the preparation of concept plans and project description (bridging documents) and preliminary project estimate for the Hearn Community Hub project.

B. City desires to retain a responsible and qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to this Agreement.

C. Contractor represents to City that it is a responsible firm composed of highly trained professionals with the ability and skills necessary to successfully perform the services hereunder under the terms and conditions of this Agreement.

D. The parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide to City the services described in Exhibit A ("Scope of Services"). Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Contractor 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 the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

2. COMPENSATION

a. City shall pay Contractor for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Contractor shall submit monthly statements to City which shall itemize the services performed as of 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 the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Contractor for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Contractor, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Contractor, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

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 all services to be performed hereunder shall in no event exceed the sum of one million, nine hundred fifty-seven thousand, four hundred fifty-four dollars and no cents (\$1,957,454.00). Contractor acknowledges and agrees that it exceeds the maximum compensation under this Agreement at its own risk. The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 17662.

3. DOCUMENTATION; RETENTION OF MATERIALS; ACCESS TO RECORDS

a. Contractor shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Contractor 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 an hourly or flat rate.

c. Contractor shall maintain the records and any and all other records pertinent to this Agreement for a period of four (4) years after completion of all services hereunder.

d. Contractor agrees to provide City, the State of California, the Federal Emergency Management Agency ("FEMA") Administrator, the Comptroller General of the United States, and any or all of their authorized representatives, access to any books, documents, papers, and records of Contractor which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

e. Contractor agrees to permit all or any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

f. Contractor agrees to provide the FEMA Administrator or his authorized representatives access to work sites pertaining to the services being performed under this Agreement.

4. INDEMNITY

a. Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from 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 Contractor, its officers, employees, or 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.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Contractor hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 18(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

5. INSURANCE

a. Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for City's agreement to make the payments prescribed hereunder. Failure by Contractor 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 Contractor, whereupon 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 Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors in the provision of any services to City under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Contractor agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Contractor agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

6. ASSIGNMENT

Contractor 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. Contractor agrees that the City shall have the right to approve any and all subcontractors to be used by Contractor in the performance of this Agreement before Contractor contracts with or otherwise engages any such subcontractors.

7. NOTICES

Except as otherwise 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 Representative:

Camron Macdonald
69 Stony Circle
Santa Rosa, CA 95401
707-543-3769
Fax: 707-543-3801

Contractor Representative:

Teresa Rom
211 Linden Avenue
So. San Francisco, CA 94080
650-871-0709
Fax: 650-871-7911

8. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Contractor's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Contractor, in the performance of Contractor's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Contractor's sole discretion based on the Contractor's determination that such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Contractor use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Contractor. Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit.

9. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid in accordance with the rates set forth in Exhibit B, or paid as otherwise agreed upon by the

parties in writing prior to the provision of any such additional services.

10. SUCCESSORS AND ASSIGNS

City and Contractor 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.

11. TERM, SUSPENSION, TERMINATION FOR CONVENIENCE AND CAUSE

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. If City gives such notice of suspension, Contractor shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time upon written notice of termination to Contractor. Upon such termination, Contractor shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Contractor for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement. Contractor shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Contractor.

d. City shall have the right to terminate this Agreement for cause upon written notice to Contractor following an Event of Default. The following shall be "Events of Default" hereunder and the term "Event of Default" shall mean, whenever it is used herein, any one or more of the following events:

(i) The failure by Contractor to perform any obligation under this Agreement, which by its nature Contractor has no capacity to cure;

(ii) The failure by Contractor to perform any other obligation under this Agreement, if the failure has continued for a period of ten (10) days after the City demands in writing that Contractor cure the failure. If, however, by its nature the failure cannot be cured within ten (10) days, Contractor may have a longer period as is necessary to cure the failure, but this is conditioned upon Contractor's promptly commencing to cure within the ten (10) day period and thereafter diligently completing the cure. Contractor shall indemnify and defend the City against any liability, claim, damage, loss, or penalty that may be threatened or may in fact arise from that failure during the period the failure is uncured;

(iii) Any of the following: A general assignment by Contractor for the benefit of Contractor's creditors; any voluntary filing, petition, or application by Contractor under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise;

(iv) The appointment of a trustee or receiver to take possession of all or substantially all of Contractor's assets; or the attachment, execution or other judicial seizure of all or substantially all of Contractor's assets or of Contractor's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or the involuntary filing against Contractor, or any general partner of Contractor if Contractor is a partnership, or

(a) a petition to have Contractor, or any partner of Contractor if Contractor is a partnership, declared bankrupt, or

(b) a petition for reorganization or arrangement of Contractor under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within sixty (60) days.

(v) Any representation or warranty related to this Agreement made by any agent of Contractor is determined to have been false or misleading in any material respect at the time made.

12. REMEDIES UPON DEFAULT

This Section 12 shall apply in the event the amount payable under this Agreement exceeds the simplified acquisition threshold as determined pursuant to section 1908 of title 41 of the United States Code, or \$150,000, whichever amount is greater.

a. Remedies on Event of Default. Upon the occurrence of an Event of Default as defined in Section 11, City shall have the right upon written notice to Contractor, in addition to any other rights or remedies available to City at law or in equity, to:

(i) Terminate this Agreement and all rights of Contractor under this Agreement, (ii) Continue this Agreement without terminating the Agreement, or (iii) Temporarily suspend Contractor's performance hereunder, in whole or in part, and recover from Contractor the aggregate sum of;

(1) any amount necessary to compensate City for all the detriment caused by Contractor's failure to perform its obligations or that, in the ordinary course of things, would be likely to result from its failure; and

(2) all other amounts in addition to or in lieu of those previously set out as may be permitted from time to time by applicable California or Federal law.

(b) None of the previous remedial actions, alone or in combination, shall be construed as an election by City to terminate this Agreement unless City has in fact given Contractor written notice that this Agreement is terminated or unless a court of competent jurisdiction decrees termination of this Agreement. If City takes any of the previous remedial actions without terminating this Agreement City may nevertheless at any later time terminate this Agreement by written notice to Contractor.

(c) After the occurrence of an Event of Default, the City, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the Event of Default for the account and at the expense of Contractor. However, City must by prior notice first allow Contractor a reasonable opportunity to cure, except in cases of emergency, where City may proceed without prior notice to Contractor. Contractor shall, upon demand, immediately reimburse City for all costs, including costs of settlements, defense, court costs, and attorneys' fees that City may incur in the course of any cure.

(d) No security or guaranty for the performance of Contractor's obligations that City may now or later hold shall in any way constitute a bar or defense to any action initiated by City for enforcement of any obligation of Contractor or for the recovery of damages caused by an Event of Default.

(e) Except where this is inconsistent with or contrary to any provisions of this Agreement, no right or remedy conferred upon or reserved to City is intended to be exclusive of any other right or remedy, or any right or remedy given or now or later existing at law or in equity or by statute. Except to the extent that City may have otherwise agreed in writing, no waiver by City of any violation or nonperformance by Contractor of any obligations, agreements, or covenants under this Agreement shall be deemed to be a waiver of any subsequent violation or nonperformance of the same or any other covenant, agreement, or obligation, nor shall any forbearance by City to exercise a remedy for any violation or nonperformance by Contractor be deemed a waiver by City of the rights or remedies with respect to that violation or nonperformance.

(f) Indemnification. The exercise of City of any one or more of the remedies set forth in this Section 12 shall not affect the rights of City or the obligations of Contractor under the indemnity provisions set forth in Section 4 hereof.

(g) No Remedy Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle City to exercise any remedy reserved to it in this subsection it shall not be necessary to give any notice, other than such notice as may be required in this Section or by law.

(h) Notice of Default. Contractor agrees that, as soon as is practicable, and in any event within ten (10) days after such event, Contractor will furnish City notice of any event which is an Event of Default under this Agreement, or which with the giving of notice or the passage of time or both could constitute an Event of Default under this Agreement, which has occurred and is continuing on the date of such notice, which notice shall set forth the nature of such event and the action which Contractor proposes to take with respect thereto. Each subcontract shall include the provisions of this subsection (h) to require each subcontractor of Contractor to provide City notice of any Event of Subcontractor Default in the same manner as required hereunder of Contractor for an Event of Default.

13. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Contractor shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than June 30, 2023

14. STANDARD OF PERFORMANCE

Contractor shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. All products of whatsoever nature that Contractor delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession, and shall be provided in accordance with any schedule of performance. Contractor shall assign only competent personnel to perform services under this

Agreement. Contractor shall notify City in writing of any changes in Contractor's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Contractor to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

15. CONFLICTS OF INTEREST

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

16. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

yes no (check one)

If "yes" is checked by the City, Contractor shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants;" and
- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Contractor shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

17. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Contractor shall comply with all City policies governing the use of the City network and technology systems. A violation by Contractor of this Section 17 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

18. CONTRACTOR INFORMATION

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Contractor of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Contractor by City, whether received in connection with Contractor's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. Contractor shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Contractor to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and such information shall be disclosed by City

pursuant to applicable procedures required by the Public Records Act.

18. FEDERAL PROVISIONS

Contractor shall comply with the provisions in Exhibit C to this Agreement. In the event of a conflict between any provision in Exhibit C and any other provision of this Agreement, the more stringent provision shall control and prevail.

19. GENERAL PROVISIONS

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. Contractor 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 of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, et seq., which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Contractor shall pay to City when due all business taxes payable by Contractor under the provisions of Chapter 6-04 of the Santa Rosa City Code. City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Contractor.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Contractor agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California and Federal law. Venue of any litigation arising out of or connected with this Agreement shall lie in the state trial court in Sonoma County in the State of California or the United States District Court, Northern District of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Contractor, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

20. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Contractor hereby represents and warrants to City that it is (a) a duly organized and validly existing corporation, formed and in good standing under the laws of the State of California, (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. Contractor 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 Contractor 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.

21. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Consultant wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.

Executed as of the day and year first above stated.

CONTRACTOR:

Group 4 Architecture, Research & Planning,
Inc. : _____

TYPE OF BUSINESS ENTITY (check one):

- _____ Individual/Sole Proprietor
- _____ Partnership
- Corporation
- _____ Limited Liability Company
- _____ Other (please specify: _____)

CITY OF SANTA ROSA
a Municipal Corporation

By: _____

Print Name: Natalie Rogers

Title: Mayor

APPROVED AS TO FORM:

Signatures of Authorized Persons:

By: _____

Print Name: Dawn Merkes

Title: President

By: _____

Print Name: Jonathan Hartman

Title: Treasurer

Office of the City Attorney

ATTEST:

City Clerk

City of Santa Rosa Business Tax Cert. No.

Attachments:

- Attachment One - Insurance Requirements
- Exhibit A - Scope of Services
- Exhibit B - Compensation
- Exhibit C - Federal Provisions

**ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES AGREEMENTS**

A. Insurance Policies: Contractor 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.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 2 million aggregate	Contractor 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. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute with it; and,
 - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Contractor shall furnish 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 Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Contractor 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.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Contractor or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Contractor may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT A
SCOPE OF SERVICES
Bridging Documents for the
Santa Rosa Hearn Community Hub Project

I THE PROJECT

- 1.0 In January 2022, Santa Rosa’s City Council approved purchasing three properties on Hearn Avenue (967 and 980 Hearn Avenue, and in escrow to purchase 1004 Hearn Ave) for a total of an approximately 6-acre site that will be developed into multiple public uses in southwest Santa Rosa.

The Hearn Community Hub will include a library, community/cultural facility, aquatic center, relocated fire station, and shared outdoor spaces and parking. The proximity of the site to residential neighborhoods – as well as nearby schools and parks, including Meadow View Elementary School, Elsie Allen High School, Sheppard Accelerated Elementary School, Lower Colgan Creek Park, and Southwest Community Park – presents an excellent opportunity to create strong inter-amenity connections.

The City is currently conducting a needs assessment with input from a wide range of community partners, public agencies, and the community at large. The Sonoma County Library and the Santa Rose Fire Department are among the community partners around the table in this needs assessment and community visioning process. The City has contracted with third-party consultants for the CEQA process and to perform the community engagement process to receive feedback on the community’s desires for the property. CEQA was completed at the program level earlier this year, and the project level CEQA is underway parallel to the scope of work for this Project. The initial public engagement process is expected to be completed October 2022, when the City will receive a report summarizing the engagement process and community desires for the Project. Coordination with the CEQA consultant, the community engagement consultant, and the Library’s community engagement team will be required.

The Project scope of work includes developing the concept design, bridging documents, and preliminary cost estimate for the new Hearn Community Hub. The bridging documents and other deliverables developed through this process will be used for design-build project delivery, for the CEQA process, and for ongoing communications with the community about project progress.

The project is planned to be funded through a variety of strategies, including American Rescue Plan Act (ARPA) funds and potentially other grant programs. Once acquisition is complete, demolition of the structures on the properties is expected as soon as possible (by others).

The project will include the following programmatic elements:

- Dutton Avenue road extension, including bike lanes, sidewalk, planter strip, LIDs
 - The Consultant shall consider and propose options for the City to consider such as: roundabouts, connectivity, transit hub, sidewalk route studies from adjacencies (current and future schools, housing, parks, and other developments)
- Class 1 multi-use path
 - The Consultant shall consider connectivity to Colgan Creek path, SMART

- path, and others
- Fire Station No. 8 relocation (expecting 9,000 – 12,000 SF)
 - May include an additional 1,000 SF Emergency Response related space
 - The Consultant shall show apparatus circulation and turning radius
- Library (expecting approximately 20,000 SF)
- Community/Cultural Center (expecting approximately 20,000 SF)
 - Potential for co-located multi-story library/community center
 - The Consultant shall engage with stakeholders to understand what shared elements could be considered in the library/community center to reduce square footage needs
- Aquatic center
 - Potential to co-locate and share elements with library/community center
 - Aquatic center elements: pool and/or splash pad, pool equipment, locker rooms, etc.
- Bus stop
- Accessory site elements to be included in the site design, including but not limited to: parking (including accessible and EV parking), driveways, landscaping, LIDs, accessible routes, Fire Station specific needs for their operations yard, library receiving dock, library drop off zone, utility connections and conflicts, solar panels, bike racks
- The community engagement (by others) may require additional criteria and related services.

II SCOPE OF BASIC SERVICES

2.0 General

1.1 The intent of the Consultant's Basic Services is to provide architectural and engineering services for bridging documents in support of the Project. The Consultant's Basic Services include architectural services, as well as: public safety (fire station) design, aquatic design, and civil, landscape, mechanical, electrical, acoustical, plumbing, fire protection, structural, telecommunications, A/V, security, and low voltage engineering services.

1.2 The City shall provide the following for the Project as needed:

- A. A City representative who can render decisions on behalf of the Project in a timely manner.
- B. Scheduling and invitations for public meetings.
- C. Technical input from City departments as appropriate.
- D. Drawings, calculations, and a site survey for the existing site improvements.
- E. The building program for the 9,000-12,000 sf fire station that is included in the proposed complex.
- F. Services of other specialized consultants if needed for the Project.
- G. Any other information not included in Consultant's Basic Services or Additional Services that is reasonably needed for the Project.
- H. During each phase of the project, direction will be given to the Consultant in Project Management Team (PMT) meetings. Attending these meetings will be the Consultant, City representatives, the City's Project Manager and others as determined by the City. Agreements and action items will be documented in meeting minutes.
- I. Except where otherwise specified in this agreement, summaries of decisions,

design direction, establishment of project requirements may be communicated and documented through written meeting minutes and e-mails.

- J. Sustainable Design. The Consultant shall include sustainable design strategies. The project will be designed in accordance with the sustainable design practices described by Cal Green State building code. The City desires that construction materials be life-cycle cost effective, easily maintained, safe, and energy efficient.

3.0 Consultant's Scope of Basic Services: Basic Services includes the services described in this Section 3.0, including subsections and subparagraphs.

3.1 TASK 1: CONCEPTUAL DESIGN

3.1.1 Task 1.1: Project Initiation

- 3.1.1.1 The Consultant shall develop the work plan, schedule, participation plan, and project controls for review with the City.
- 3.1.1.2 The Consultant shall conduct a kick-off meeting with the City's Project Management Team (PMT) to:
- Confirm project goals, establish project systems and controls, and review the work plan, participation plan, and project schedule.
 - Coordinate with the City's CEQA and community engagement consultants on dovetailing the project schedule and scope of work for sequencing and project delivery.

3.1.2 Task 1.2: Site and Environmental Assessments (concurrent with Program Confirmation)

- 3.1.2.1 The Consultant shall review relevant background documents, including:
- Programmatic level CEQA document utilized for the property acquisition
 - Roseland area projects environmental impact report
 - Staff reports, presentations and attachments for various City Council meetings discussing the Project
 - Site studies performed on the site to date
 - Bicycle and Pedestrian Master Plan
 - Citywide Creek Master Plan
- 3.1.2.2 **Code Analysis.** The Consultant shall review current applicable federal, state, and local codes and develop a code analysis for the Project, including identification of potential Project limitations or issues based on code constraints, to review with the City.
- 3.1.2.3 **Site Analysis.** The Consultant shall conduct a site analysis to document existing conditions and identify zoning, code and planning setbacks and requirements, environmental issues, and site opportunities and constraints.
- 3.1.2.4 **Connectivity Study.** The Consultant shall assess surrounding neighborhood and community and park amenities, as well as connections to nearby bike paths and trails, in a site connectivity study.
- 3.1.2.5 **Existing Well and Septic System.** The Consultant shall evaluate the existing well and septic systems for their potential use in this project.
- 3.1.2.6 **Geotechnical study.** The Consultant shall conduct a geotechnical study will feed into the structural design in subsequent tasks. The geotechnical scope shall include:
- Reconnaissance of the site and vicinity to observe surface conditions, check for areas of obvious geotechnical concern, select and mark boring locations.

- Exploration of subsurface conditions at the site with penetration tests (CPTs) and shallow borings.
- Geotechnical laboratory tests to evaluate the physical properties of the onsite soils. The types of laboratory tests to be performed will depend upon the subsurface materials encountered, but most likely will consist of grain size distribution, plasticity, moisture content, density, and strength.
- Prepare a Geotechnical Study report signed stamped and signed by a CA licensed Geotechnical Engineer. The report will include: 1) a site plan with the boring locations; 2) local geology, seismicity, and potential geologic hazards; 3) boring logs and CPT plots with laboratory test results; 4) a summary of subsurface conditions; 5) discussions pertaining to geotechnical feasibility and design considerations; 6) evaluations and conclusions regarding appropriate foundation types for new structures; 7) conceptual-level design recommendations.

3.1.2.7 Hazardous Materials Studies.

- The Consultant shall provide hazardous materials testing services for the initial studies required for the existing build demolitions and abatement recommendations.
- The Consultant shall provide soils testing for soil contaminants, and a report with findings and recommendations.

3.1.2.8 Hydrologic and Hydraulic (H&H) studies.

- The Consultant shall provide hydrologic and hydraulic studies to inform storm drainage design for the Project. Per the City’s watershed map, the Project shall connect to the stormwater system to the south or west of the property.
- The Consultant shall provide a report of findings and project storm drainage requirements based on the studies.

3.1.2.9 Base Drawings. The Consultant shall develop base drawings for development of the site strategies.

3.1.3 Task 1.3: Program Confirmation

3.1.3.1 The Consultant shall review existing needs assessment and programming documents. The Consultant shall coordinate with the community engagement process led by others and for outcomes to fold into the programming and conceptual design process.

3.1.3.2 The Consultant shall review the detailed description of the Fire Station provided by the City that requires final review and coordination with internal stakeholders and a final draft completed by the Consultant.

3.1.3.3 The Consultant shall conduct “Round 1: Needs/Program Confirmation” stakeholder meetings with Sonoma County Library, Santa Rosa Fire Department, Recreation and Parks, and Road/Utility Extension and Transit to review outcomes of the community needs assessment and previous programming work (including the Fire Station Performance Criteria), confirm or establish programming for each facility, and establish the shared vision for the campus.

3.1.3.4 The Consultant shall review opportunities for potential shared and joint-use indoor and outdoor spaces, programming, and operations, as well as site connections to nearby schools, parks, and trails to create a shared community campus.

3.1.3.5 Based on input from the PMT and stakeholders, the Consultant shall develop a building program for the Library, Community Center, Aquatic Center, and Site, including the Dutton Avenue expansion, and the confirm the building program for the Fire Station.

3.1.4 Task 1.4: Conceptual Design

3.1.4.1 The Consultant shall develop up to three (3) site strategy and massing options based on the program confirmation, site opportunities and constraints, input collected from Round 1 of stakeholder meetings, the PMT, and any additional community input. The options will explore siting strategies to maximize the benefits to the community (such as one- and two-story building options, site access and circulation options, and other innovative alternatives that may have emerged through project participation, etc.).

3.1.4.2 The Consultant shall work with City staff to develop a project budget to support informed decision-making by the City and policy decisions by the City Council. The budget model will be based on cost/SF and will include both hard and soft costs for each of the options.

3.1.4.3 The Consultant shall develop evaluation criteria for the site strategy and massing options that may include project budget (hard and soft costs), ongoing operational and maintenance costs, service and access, maximum benefit to the community, opportunities for future growth, and others.

3.1.4.4 The Consultant shall present the site strategy and massing options to the PMT for feedback and collaborative input in an interactive session. The PMT will provide direction on which strategies will be developed for further study and presented to the stakeholders in “Round 2: Design Options.”

3.1.4.5 The Consultant shall conduct “Round 2: Design Options” stakeholder meetings with Sonoma County Library, Santa Rosa Fire Department, Recreation and Parks, and Road/Utility Extension and Transit to review and evaluate site strategy and massing options, with a prioritization for adjacent, co-located, and shared uses that can be refined in the preferred concept strategy.

3.1.4.6 Based on the feedback from Round 2 stakeholder meetings, the City, led by the PMT, shall select a preferred site strategy and massing option that will be the basis for the conceptual design. The feedback collected for the program and concept options, as well as the understanding that has been developed of the community values by working with the PMT and stakeholders will be synthesized into the design.

3.1.4.7 The Consultant shall conduct Round 1 of technical meetings with the City to review the preferred concept strategy for high-level compliance with zoning, planning, code, safety, and fire requirements and best practices. The Consultant shall coordinate the development of the site plan and conceptual design with CEQA study (by others).

3.1.4.8 The Consultant shall prepare a Conceptual Design Package, including:

3.1.4.8.1 Illustrative site plan

3.1.4.8.2 Floor plans (24”x36” formatted maximum size)

3.1.4.8.3 Up to four (4) illustrative exterior color renderings

3.1.5 Meetings:

3.1.5.1 Kick-off meeting with City (may include CEQA and community engagement consultants)

- 3.1.5.2 Up to eight (8) regularly scheduled PMT meetings
- 3.1.5.3 Two (2) rounds of stakeholder meetings with City, Library, Fire Station, Community Center, Aquatics Center, and Road Extension/Utility Extension/Transit stakeholder groups
 - Round 1: Needs/Program Confirmation
 - Round 2: Design Options
- 3.1.5.4 One (1) round of technical meetings with Building, Planning, Fire, Safety, Maintenance
- 3.1.5.5 Monthly meeting with City Manager as required

3.1.6 Deliverables:

- 3.1.6.1 *Work plan, schedule, participation plan*
- 3.1.6.2 *Geotechnical study (stamped and signed by the Engineer, in pdf format)*
- 3.1.6.3 *Hazardous materials studies*
- 3.1.6.4 *Hydrologic and Hydraulic (H&H) studies*
- 3.1.6.5 *Site connectivity study*
- 3.1.6.6 *Building program*
- 3.1.6.7 *Site, zoning, and code analyses*
- 3.1.6.8 *Site strategy and massing options*
- 3.1.6.9 *Conceptual Design Package (illustrative site plan, floor plans, renderings)*

3.2 TASK 2: BRIDGING DOCUMENTS (40% Complete)

- 3.2.1 Upon notice to proceed by the City, the Consultant shall refine the conceptual design developed in Task 1 into Concept Design (40% complete) for bridging documents.
- 3.2.2 The Consultant shall conduct the Integrated Design Workshop (IDW) with the City, stakeholder representatives, subconsultants, and cost estimator to establish sustainability goals and review recommended building systems and elements for integration into the Bridging Documents.
- 3.2.3 The Consultant shall conduct “Round 3: Recommendations” stakeholder meetings with Sonoma County Library, Santa Rosa Fire Department, Recreation and Parks, and Road/Utility Extension and Transit to review the refined design, including outcomes of the IDW.
- 3.2.4 The Consultant shall conduct Round 2 of technical meetings with Building, Planning, Fire, Safety, and Maintenance to review the refined site plan and floor plans for zoning, code, and safety compliance. The consultant shall confirm building code strategies as well as requirements for emergency access, security, and fire protection.
- 3.2.5 The Consultant shall develop a cost estimate and comprehensive project budget (hard costs, soft costs, escalation). The Consultant shall:
 - 3.2.5.1 Escalate construction costs to May 2025 construction start
 - 3.2.5.2 Break out costs by building with right of way improvements separated
- 3.2.6 The Consultant shall prepare the Concept Design (40% Complete) Bridging Documents Package, including:
 - 3.2.6.1 Project Description and Performance Criteria Narratives
 - The Consultant shall include descriptions of any known elements required for construction of the Project not shown on the site plan which may include, but is not limited to: building systems, technology, energy consumption, architectural components

- The Consultant shall note required permits for construction
 - 3.2.6.2 Building Program Summary
 - 3.2.6.3 Drawings (24"x36" formatted maximum size)
 - 3.2.6.4 Specifications
 - Include construction quality including useful life, material durability, product warranty
 - 3.2.6.5 Illustrative site plan
 - 3.2.6.6 Up to four (4) illustrative exterior color renderings
- 3.2.7 The Concept Design (40% Complete) Bridging Documents Package shall include the following Consultant work:
 - 3.2.7.1 Civil:
 - Dutton Avenue expansion and bus stop
 - Grading and utility plans
 - Road, sidewalk, and transportation elements
 - Description of the road section
 - Description of the traffic signal improvements required
 - Description of the adjacent connectivity elements that will be included in the project (for example curb ramps across the street from the site may need upgrading)
 - Street lighting
 - Utility extensions requested under the road and connectivity to the network
 - Bridging Documents package, including site plans, narratives, and outline specifications
 - 3.2.7.2 Landscape
 - Development of site options, include landscape and campus connections
 - Refined site options
 - Illustrative site plan and site elements
 - Landscape and hardscape palettes
 - Bridging Documents package, including site plans, narratives, and outline specifications
 - 3.2.7.3 Architecture:
 - Elements required within the buildings to support expected programming for the buildings
 - Descriptions of rooms and the expected/required square footage
 - Floor and roof plans, elevations, sections, finish plan, reflected ceiling plan, key interior elevations, preliminary furniture plan, renderings
 - Demolition drawings of existing building foundations and other existing structures not removed under the house demolition contract
 - Bridging Documents package, including site plans, narratives, building program summary, and specifications
 - 3.2.7.4 Structural:
 - Review of geotechnical preliminary recommendations
 - Integration of recommendations into preliminary building foundation system (with typical sizing)
 - Floor plans identifying typical gravity framing and placement of lateral system for each building
 - Identify preliminary sizing of lateral elements
 - Bridging Documents package, including floor plans,

narratives, and outline specifications

3.2.7.5 Mechanical and Plumbing

- Mechanical and Plumbing costing narrative outlining at a schematic level the concepts of the HVAC & Plumbing systems. This narrative will contain enough information for the team to obtain a cost estimate. Where appropriate, a second “alternate” HVAC system approach can be included that can be costed and compared to a preferred “baseline” system.
- Bridging Documents package, including drawings with major components and concepts of the mechanical and plumbing systems, and an accompanying specification or design-build criteria narrative

3.2.7.6 Electrical and Lighting

- Interior and exterior lighting concept design
- Electrical and lighting Bridging Documents package, including interior and exterior electrical and lighting plans, specifications, and narratives.

3.2.7.7 Telecommunications, Low-Voltage, Acoustics, and A/V

- Communications Infrastructure Engineering, including structured cabling infrastructure criteria
- Electronic Security Systems Criteria, including access control, CCTV surveillance cameras, and intrusion detection
- Acoustical Engineering, including sound isolation criteria, room acoustics criteria, and HVAC noise & vibration control criteria
- Audiovisual systems criteria

3.2.7.8 Sustainability:

- Environmental goals and considerations (those not identified on the CEQA documents)

3.2.7.9 The Bridging Documents shall meet accessibility requirements and applicable codes and standards.

3.2.8 Meetings:

- 3.2.8.1 Up to four (4) regularly scheduled PMT meetings
- 3.2.8.2 One (1) round of stakeholder meetings with City, Library, Fire Station, Community Center, Aquatics Center, and Road Extension/Utility Extension/Transit stakeholder groups
- 3.2.8.3 Round 3: Recommendations
- 3.2.8.4 One (1) round of technical meetings with Building, Planning, Fire, Safety, Maintenance
- 3.2.8.5 Monthly meeting with City Manager as required
- 3.2.8.6 One (1) all-day Integrated Design Workshop with City and stakeholder representatives
- 3.2.8.7 One (1) public presentation to each of the following:
 - Bicycle and Pedestrian Advisory Board
 - Board of Community Services
 - City Council

3.2.9 Deliverables:

- 3.2.9.1 *Cost Estimate*
- 3.2.9.2 *Concept Design (40% Complete) Bridging Documents Package (Project Description and Performance Criteria Narratives, Building Program Summary, Drawings, Specifications)*
- 3.2.9.3 *Up to four (4) refined illustrative exterior color renderings*

3.2.9.4 Refined illustrative site plan

3.3 TASK 3: DESIGN/BUILD SUPPORT (Timing for design-build contract execution is expected to be between July and December 2024)

- 3.3.1 Attend up to three (3) meetings with the design-builder (once contracted) to assist with a smooth transition to the new team and answer questions about the project

III OPTIONAL SERVICES

1.0 The following optional services are available to the City upon written direction. Optional services are not included in the scope of basic services.

1.1 National Environmental Policy Act (NEPA) consulting services if future federal funding resources require NEPA.

1.1.1 The optional NEPA services will be coordinated with the parallel CEQA work by others.

1.1.2 The Consultant shall review existing CEQA reports, including known endangered species in the area.

IV ADDITIONAL SERVICES

The following services are not included in the Consultant’s Scope of Basic Services and shall be provided if requested by the City. The Consultant shall be compensated for Additional Services in addition to compensation for Basic Services and Reimbursable Expenses.

- Additional meetings beyond those identified in “Basic Services.” Compensation for meetings in addition to those described in Exhibit A Basic Services shall be on a per meeting basis at the rates below:

Community Open House, Online Survey, and Pop-up Kiosk	\$5,500 per event
Stakeholder Meetings	\$1,750 per meeting
Commission/Advisory Board Meetings	\$1,750 per meeting
City Council Presentation	\$2,500 per meeting
Community Meetings	\$2,500 per meeting

- Services for subsequent project phases.
- Technical/engineering studies, such as site survey, building seismic analysis, environmental studies, traffic studies, geotechnical assessment, etc.
- 2D or 3D scale models; computer animation (e.g., building fly-throughs).
- Services of Subconsultants to the Consultant other than those included in Basic Services or, Supplemental Services.
- Providing services to verify the accuracy of drawings or other information furnished by the City.
- Providing financial feasibility or other special studies.
- Providing cost estimates beyond what is included in Basic Services.
- Preparation of communication, marketing, and fundraising materials including PowerPoint, flyers, kiosks, animations, artist renderings, physical presentation models, videos, web design and content other than those included in Basic Services.
- Additional architectural images other than those included in Basic Services.
- Making revisions in drawings, or documents that require redundant efforts when such revisions are:
 - Inconsistent with directions or instructions previously given by the City.
 - Required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.

- Due to changes required as a result of lack of direction to the Consultant on time sensitive issues that result in either an impact to the project schedule or redundant efforts by the Consultant.
- Providing services required due to significant Project scope changes, including but not limited to, size, quality, complexity, the approved Project schedule, or the method of bidding or negotiating and contracting for construction.
- Site Surveys, including on site features, sub surface features, topography, boundary, survey, etc. other than those included in Basic Services or Supplemental Services.
- Testing and/or evaluation of any off-site utilities
- Hazardous material assessments or documentation beyond what is included in the scope of basic services or removal or abatement.
- Preparation, attendance and follow-up for meetings or presentations that are in addition to those that are specified and budgeted in basic services or optional services.
- Preparation of LEED analyses, LEED credit evaluation and identification of probable construction costs and design fees associated with a LEED certification by the USGBC if desired by the City.
- LEED services including LEED project management services, preparation of LEED documentation, Design Phase LEED submission to USGBC, LEED-based reviews during Construction phase services, Construction Phase LEED submission, and other related services.
- Any other service not included in Basic Services or Supplemental Services.

Exhibit B

BASIC SERVICES

PHASE / DESCRIPTION	DISCIPLINE / CONSULTANT													Consult. Fee Subtot.	Consult. Markup 10.0%	Consult. Fee Incl. Markup	PHASE SUBTOTAL FEES
	Architect Group 4	Geotechnical A3geo	Civil CSW/ST2	Landscape SWA	Structural DEG	M/P/FP Blue Forest	Elec/Light OMM	A/V/LV SFMI	Aquatics CHH2O	Fire TOS	Cost Estimator TBD Consult	Food Service Marshall	Haz Mat ProTech				
Phase 1: Conceptual Design	\$301,490	\$16,500	\$18,270	\$45,000	\$20,000				\$36,240	\$41,900			\$9,550	\$187,460	\$18,746	\$206,206	\$507,696
Phase 2: Design Criteria for Bridging Documents	\$377,000	\$54,000	\$76,555	\$50,000	\$65,000	\$96,700	\$96,000	\$54,060	\$84,560	\$58,000	\$33,750	\$11,500		\$680,125	\$68,013	\$748,138	\$1,125,138
Phase 3: NEPA																	
Phase 4: Contingency																	
Phase 5:																	
Phase 6:																	
Phase 7:																	
Phase 8:																	
Phase 9:																	
SUBTOTALS:	\$678,490	\$70,500	\$94,825	\$95,000	\$85,000	\$96,700	\$96,000	\$54,060	\$120,800	\$99,900	\$33,750	\$11,500	\$9,550	\$867,585	\$86,759	\$954,344	Tot. Fee \$1,632,834

BASIC SERVICES: HOURS & REIMBURSABLE EXPENSE

PHASE / DESCRIPTION	Architect Group 4	Geotechnical A3geo	Civil CSW/ST2	Landscape SWA	Structural DEG	M/P/FP Blue Forest	Elec/Light OMM	A/V/LV SFMI	Aquatics CHH2O	Fire TOS	Cost Estimator TBD Consult	Food Service Marshall	Haz Mat ProTech	PHASE SUBTOTAL HOURS	Group 4 Reimb. Exp. Incl. 5%MU	Consult. Reimb. Exp. Incl. 15%MU	ESTIMATED REIMB. EXPENSE
Phase 2: Design Criteria for Bridging Documents	2,240	360	510	333	433	645	640	360	564	387	225	77		6,774	\$28,128	\$28,128	\$56,257
Phase 3: NEPA																	
Phase 4: Contingency																	
Phase 5:																	
Phase 6:																	
Phase 7:																	
Phase 8:																	
Phase 9:																	
SUBTOTALS:	4,031	470	632	633	567	645	640	360	805	666	225	77	64	9,815	\$40,821	\$40,821	Tot. RE \$81,642

5.0% of fee

BASIC SERVICES: GROUP 4 HOURS & REIMBURSABLE EXPENSE

PHASE / DESCRIPTION	PIC David \$255/hr	Principal Dawn \$245/hr	Associate \$225/hr	PM Teresa \$190/hr	PA Jonathan \$185/hr	Arch II \$175/hr	Arch I \$165/hr	Staff III \$155/hr	Staff II \$145/hr	Support \$110/hr	PHASE GROUP 4 HOURS	GROUP 4 REIMB. EXPENSE
Phase 2: Design Criteria for Bridging Documents	120	160		320	320				1,200	120	2,240	
Phase 3: NEPA												
Phase 4: Contingency												
Phase 5:												
Phase 6:												
Phase 7:												
Phase 8:												
Phase 9:												
SUBTOTALS:	216	288		576	576				2,160	215	4,031	

BASIC SERVICES			TOTAL	FEE BASIS
Task 1	Conceptual Design	\$507,696		
Task 2	Design Criteria for Bridging Documents	\$1,125,138		
Total Basic Services		\$1,632,834	\$1,632,834	% Complete to Maximum
Reimbursable Budget			\$80,209	Time + Materials
OPTIONAL SERVICES				
Task 1	Environmental Documentation for NEPA	\$37,950	\$37,950	As directed by City
SUBTOTAL FEES		\$1,670,784		
CONTINGENCY				
10% PROJECT CONTINGENCY			\$167,784	As directed by City
TOTAL CONTRACT MAXIMUM			\$1,957,454	

Exhibit C

FEDERAL PROVISIONS

A. Definitions

1. **Government** means the United States of America and any executive department or agency thereof.
2. **FEMA** means the Federal Emergency Management Agency.
3. **Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

B. Federal Changes

1. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, included but not limited to those requirements of 2 C.F.R. §§ 200.317 through 200.326 and more fully set forth in Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, which is included herein by this reference. Contractor's failure to so comply shall constitute a material breach of this Agreement.
2. Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

C. Compliance with the Contract Work Hours and Safety Standards Act.

Pursuant to section 3701 of title 40 of the United States Code, this Section C shall apply to Contractor in the event the amount payable under this Agreement exceeds \$100,000 and may involve the employment of mechanics or laborers.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory,

to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

D. Clean Air Act and Federal Water Pollution Control Act

This Section D shall apply in the event the amount payable under this Agreement exceeds \$150,000.

Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.*
2. Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.*

2. Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. Suspension and Debarment

1. This Agreement is a covered transaction for purposes of title 2 Code of Federal Regulations parts 180 and 3000. As such, Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 “Debarment and Suspension.” Contractor agrees that neither Contractor nor any of its third-party subcontractors shall enter into any third-party subcontracts for any of the work under this Agreement with a third-party subcontractor that is debarred, suspended, or otherwise excluded for or ineligible for participation in Federal assistance programs under executive Order 12549.
3. Contractor must comply with title 2 Code of Federal Regulations, part 180, subpart C and title 2 Code of Federal Regulations, part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
4. This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with title 2 Code of Federal Regulations, part 180, subpart C or title 2 Code of Federal Regulations, part 3000, subpart C, in addition to remedies available to the State of California and the City of Santa Rosa, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

F. Procurement of Recovered Materials

1. In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - (a) Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - (b) Meeting Agreement performance requirements; or
 - (c) At a reasonable price.

2. Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

G. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by section 1352 of title 31 of the United States Code. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

H. MBE/WBE REQUIREMENTS

1. Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible through the "Good Faith Effort" process in 2 C.F.R. § 200.321. Contractor shall document and report its Good Faith Effort processes. Contractor shall also ensure that all of its subcontractors take the affirmative steps required under 2 C.F.R. § 200.321. Affirmative steps must include:
 - (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (f) Requiring all subcontractors to take the affirmative steps listed in paragraphs (a) through (e) above.

I. MISCELLANEOUS PROVISIONS

1. DHS Seal. Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
2. FEMA Assistance. Contractor acknowledges that FEMA financial assistance will be used to fund this Agreement only. Contractor shall comply will all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

3. Federal Government Not Party. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to City, Contractor, or any other party pertaining to any matter resulting from this Agreement.
4. False Claims. Contractor acknowledges that Title 31 United States Code Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

J. Equal Employment Opportunity

During the performance of this Agreement, Contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive

Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

K. Prohibition on Contracting for Covered Telecommunications Equipment or Services

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
2. Prohibitions.
 - (a) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (b) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential

component of any system, or as critical technology as part of any system;
or

- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions.

- (a) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (b) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - (I) Are not used as a substantial or essential component of any system;
and
 - (II) Are not used as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

- (a) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (b) The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall

describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

L. Domestic Preference for Procurements

1. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
2. For purposes of this clause:
 - (a) Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (b) Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.