

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH CALLANDER ASSOCIATES LANDSCAPE ARCHITECTURE, INC.
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____ day of _____, 2021, by and between the City of Santa Rosa, a municipal corporation ("City"), and Callander Associates Landscape Architecture, Inc., a California Corporation ("Consultant").

RECITALS

A. City desires to hire a qualified firm to work in conjunction with City staff to provide landscape architectural and technical assessment services for the Santa Rosa Park System including a Systemwide Parks Condition Assessment, Deferred Maintenance Analysis and project prioritization.

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

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 as follows:

1. SCOPE OF SERVICES

Consultant shall provide to City the services described in Exhibit A ("Scope of Services") Consultant 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 Consultant 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 Consultant 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 Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Consultant 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 Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, 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 Consultant'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 the sum of two hundred forty seven thousand, four hundred eight dollars and no cents (\$247,408.00). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 09774.

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Consultant shall maintain adequate documentation to substantiate all charges as required under 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 an hourly or 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 during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

a. Consultant 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 Consultant, 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 Consultant hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

5. INSURANCE

a. Consultant 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 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, 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 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 subconsultants 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 coverages set forth in the Insurance Requirements in Attachment One.

b. Consultant 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. Consultant 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

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

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:

Jen Santos, Deputy Director Parks
55 Stony Point Road
Santa Rosa, CA 95401
707.543.3781
jsantos@srcity.org

Consultant Representative:

Brian Fletcher, President
1633 Bayshore Hwy Suite 133
Burlingame CA 94010
650.375.1313
bfletcher@callanderassociates.com

8. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant'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 Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant 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 Consultant'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 Consultant, in the performance of Consultant'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 Consultant for accomplishing such results. To the extent that Consultant 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 Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Consultant 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 Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. 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 Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant'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 Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

9. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at 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 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.

11. TERM, SUSPENSION, TERMINATION

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 Consultant's performance hereunder, in whole or in part, by giving a written notice of suspension to Consultant. If City gives such notice of suspension, Consultant 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 by giving a written notice of termination to Consultant. Upon such termination, Consultant 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 Consultant 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

Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant 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 Consultant.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than December 31, 2021.

13. STANDARD OF PERFORMANCE

Consultant shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature that Consultant 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 Consultant's profession, and shall be provided in accordance with any schedule of performance. Consultant shall assign only competent personnel to perform services under this Agreement. Consultant shall notify City in writing of any changes in Consultant'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 Consultant 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, Consultant shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

14. CONFLICTS OF INTEREST

Consultant 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 Consultant's performance of services under this Agreement. Consultant 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. Consultant 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.

15. 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 X no (check one)

If "yes" is checked by the City, Consultant 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, Consultant 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.

16. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Consultant 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. Consultant agrees to protect all City Information and treat it as strictly confidential, and further agrees that Consultant 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, Consultant shall comply with all City policies governing the use of the City network and technology systems. A violation by Consultant of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

17. CONSULTANT INFORMATION

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant 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, photostatting, 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. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Consultant 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 Consultant 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 Consultant 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 Consultant of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Consultant by City, whether received in connection with Consultant'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 Consultant of any request for the disclosure of such information. Consultant 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. Consultant 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 Consultant 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 Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

18. 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 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.* Consultant shall pay to the

City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Consultant 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. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, 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.

19. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Consultant 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. 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.

20. 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.

CONSULTANT:

Name of Firm:

Callander Associates Landscape Architecture,
Inc.

TYPE OF BUSINESS ENTITY (*check one*):

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

Signatures of Authorized Persons:

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

City of Santa Rosa Business Tax Cert. No.

06521817

CITY OF SANTA ROSA

a Municipal Corporation

By: _____

Print
Name: _____

Title: _____

APPROVED AS TO FORM:

Office of the City Attorney

ATTEST:

City Clerk

Attachments:

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

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

A. Insurance Policies: 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.

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 Consultant 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 \$ 1 million aggregate	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. 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 Consultant, 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, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Consultant'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 Consultant'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: Consultant 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 Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.
2. 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.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Consultant or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Consultant 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



LANDSCAPE AND AMENITY CONDITION ASSESSMENT, DEFERRED MAINTENANCE ANALYSIS, AND PROJECT PRIORITIZATION FOR THE SANTA ROSA PARKS SYSTEM



Proposal of services submitted to
City of Santa Rosa
October 22, 2020

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PARK SERVICE YARDS STRATEGIC PLANNING STUDY
September 22, 2020

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Process Flow Diagram:

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    graph LR
      IG[Information Gathering] --> SI[Site Inventory]
      SI --> PD[Prototypical Design]
      PD --> DSD[Draft Site Design]
      DSD --> RSD[Revised Site Design]
      RSD --> R[Report]
      IG --- SM1[Stakeholder Meeting #1  
(Park Managers)]
      SM1 --- SM2[Stakeholder Meeting #2  
(Park Facility Supervisors)]
      DSD --- SM3[Stakeholder Meeting #3  
(Park Managers)]
      RSD --- SM4[Stakeholder Meeting #4  
(Park Managers)]
      R --- SM5[Stakeholder Meeting #5  
(Park Facility Supervisors)]
      R --- CM[Commission Meeting]
      R --- ESM[Executive Staff Meeting]
    
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Table of Work Items:

Park Yard	4	Equipment Shade Structure Automatic Rolling Gates
Kelley Park Yard	5	Old Structure Removal Asphalt Grind & Overlay Restriping Covered Equipment Shade Struc Automatic Rolling Gates
Lake Cunningham Park Yard	6	Material Bay Removal Asphalt Grind & Overlay Restriping Fence Replacement Automatic Rolling Gates
Almaden Park Yard	7	Asphalt Pavement in We Pump Asphalt Grind & Over Striping/Restriping
		Fence Upgrades Asphalt Grind &

Site Map Labels:

- Striped Pedestrian Path
- Existing Historic / Staff Building to Remain
- Existing Utilities to Remain

APPROACH (WORK PLAN)

Project Understanding

With the passing of Measure M – Parks For All, Sonoma County cities will receive much needed funding for park improvements. For Santa Rosa, this is estimated to be \$1.9 million for each of the next ten years. Combine those funds with ongoing collections of park development impact fees, the City has a real opportunity to realize meaningful improvements to their park system....but where to spend the funds?

In a nutshell that is the question that this planning effort must answer. With over 100 park sites, medians and other landscape areas that the Parks Department oversees the scale of the analysis may seem daunting. The selected team must build upon previous efforts, including the Park and Recreation Master Plan and ADA analysis. The process must develop a comprehensive and defensible set of evaluation criteria that can be supported by the community and decision makers. The plan must result in a list of prioritized projects by quadrant that is equitable. Finally, the plan must provide an estimation of ongoing maintenance requirements.

With extensive experience in Park and Recreation Planning, including facilities analysis, CALA understands what it will take to facilitate a successful process and deliver a functional plan. CALA's approach to your project includes utilizing trained landscape architects for the data collection and analysis, simplifying the analysis and presentation of data to ensure it is easily understood and helps to advance consensus, and finally providing the City with a proven management team giving you the confidence that the process will result in a well-supported and supremely functional plan.



Since 1994 my parents have called Santa Rosa home. Because of this I have fond memories of taking my young kids for visits to Howarth Park and riding the train or playing on the amazing play structure. I have been fortunate to have also played a part in the development of Airfield Park and am currently aiding in the restoration of fire damaged roadways. This is more than a project to me, it's an opportunity to help realize needed improvements for a community I care deeply about.

Brian Fletcher, Principal In Charge

APPROACH (WORK PLAN)

TRAINED LANDSCAPE ARCHITECTS

The facilities analysis can be distilled down to three major phases of work including development of **evaluation criteria**, **data collection**, and **analysis**. Each phase building on the other and each, in our opinion, requiring the leadership of a trained landscape architect. Let me explain.

We view development of **evaluation criteria** as a critical first step that creates the sturdy base that the entire process will lean upon. Criteria must be developed that represent a comprehensive list of physical, functional and qualitative characteristics that will be encountered throughout the park system. A Landscape Architect by experience understands which characteristics best measure the overall health of a park site.

CALA is committed to utilizing staff trained in Landscape Architecture to **collect data** at each site. This training allows data collection teams to better understand the criteria and to be able to accurately assess the physical and underlying conditions in the field. Great examples of this include evaluation of play equipment, plant material, tree health, and the ability to identify signs of underlying issues of drainage, irrigation, and soils. Additionally, trained landscape architects can speak the same operational language as maintenance crews who best understand site issues and deficiencies. This results in more accurate and defensible data.

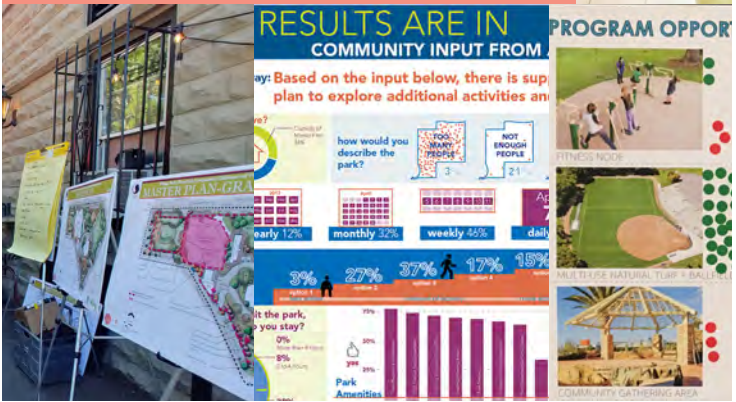
Not all information collected will be of equal importance to the prioritization of proposed improvements. The **analysis** stage must rank the data by how critical it is to the overall health of the park. Additionally, accurate cost estimating is critical in forecasting annual improvements. Again, Landscape Architects by experience understand which characteristics best measure the overall health of a park site. Additionally, CALA is continually monitoring unit prices through bid results of our projects. We utilize this information to create detailed and accurate cost estimates broken down by individual items of construction, not by overall square footage. Combined with estimates for inflation, soft costs, and maintenance projections you can be confident in our forecasting moving forward.

COMPLEX PROJECTS SIMPLIFIED

A big part of the success of this study will hinge upon how well the goals and objectives, methodology for evaluation, and final recommendations are **presented** and the support and consensus it garners. This is a complex project in scale and comprehension. Community members are going to want their parks improved first. Council Members will want to see their districts get their fair share. The process in which the parks are evaluated must be open, transparent, and build consensus along the way. CALA understands the ingredients of a successful public process and have incorporated features such as the Technical Advisory Committee meetings and community feedback loops into the process. Additionally, we employ a variety of graphic tools to help disseminate information that is easily understood including graphic evaluation matrices, imagery to explain the ranking, and infographics to present data and input results. A greater understanding of the process and information being presented avoids confusion and results in improved consensus.

OUTREACH

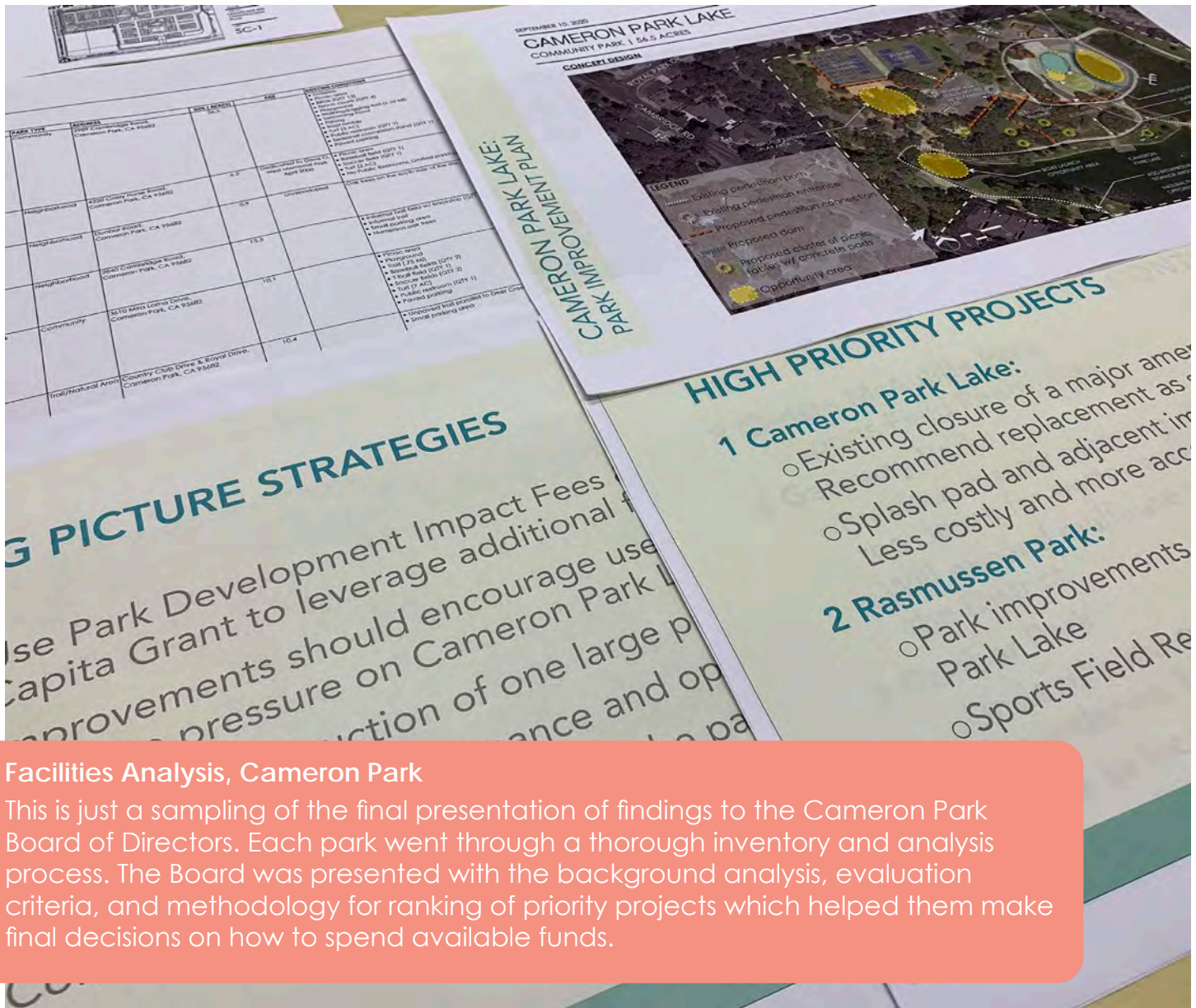
Community Engagement: For us, community engagement is not a box to check, rather an integral tool in the design process and one that, when done well, builds consensus and support. For outreach to be effective the program must strive to reach the widest audience possible by breaking both location and language barriers, while also providing multiple opportunities and methods for input to maximize participation.



APPROACH (WORK PLAN)

PROVEN TEAM

CALA is pleased to present a proven management team and supporting staff to ensure the success of your project. City staff is familiar with Megan Richards and Brian Fletcher through our work on the Fire Damaged Roadways project. That too is a complicated project that required strong management skills and a team adept at the public process. Supporting Megan and Brian this time is a range of Landscape Architects that bring specialized qualifications necessary for this project. Ben Woodside has additional background in park system evaluations and will provide insight and quality control. Marie Mai and Kelly Kong are both certified playground safety inspectors. And although we are not doing playground audits, their specialized knowledge will help develop the appropriate evaluation criteria for replacement as well as efficient review of the current state of equipment. Shawn Sanfilippo will provide further depth with his irrigation, construction, and maintenance background providing a conduit for maintenance crew input. And finally, we will pull staff, trained in landscape architecture, from all three offices to provide teams of two who will be charged with data collection in the field. That combined with our related project experience should provide the City a comfort level of our capabilities, management, and commitment to the City of Santa Rosa.



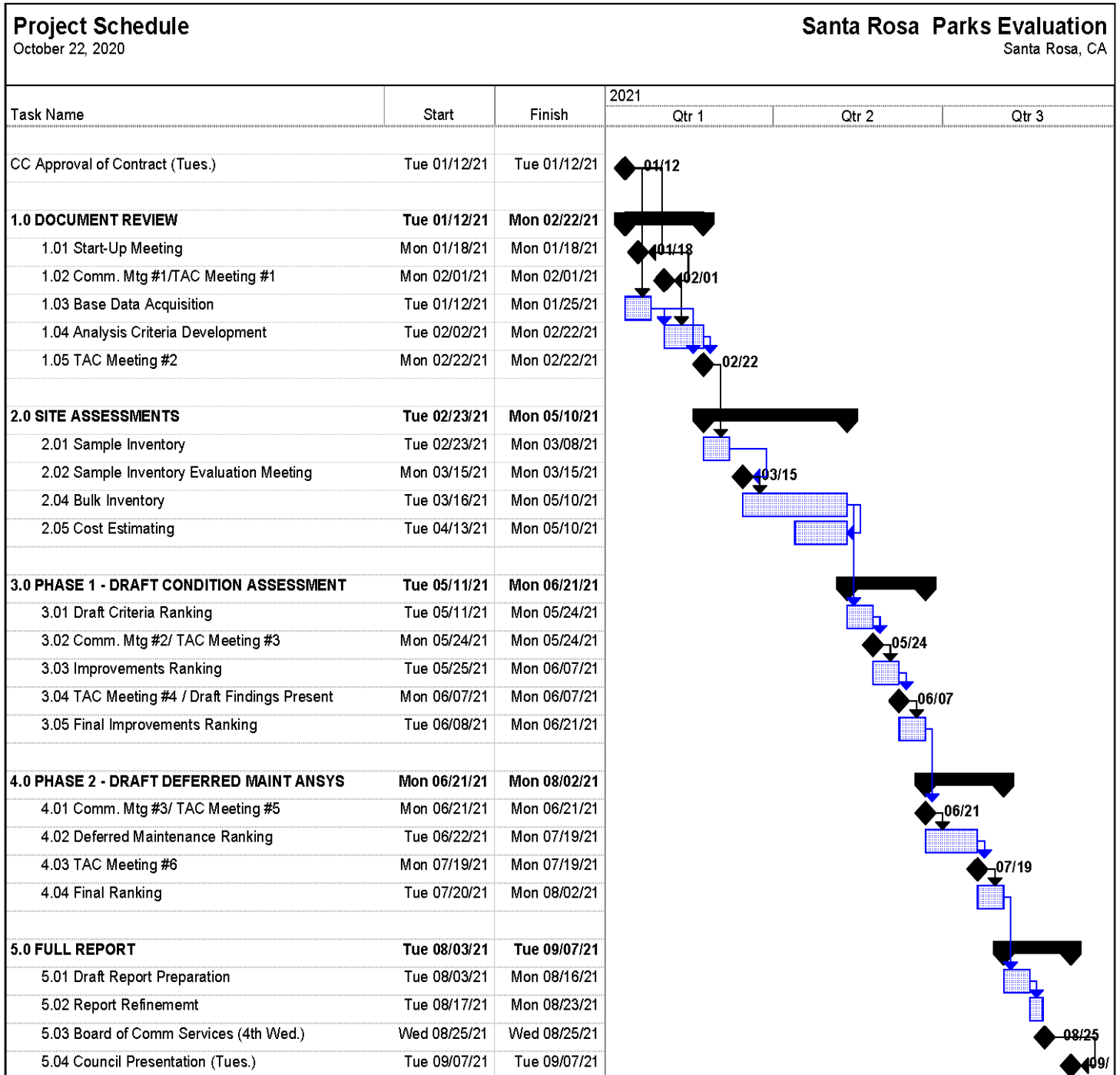
Facilities Analysis, Cameron Park

This is just a sampling of the final presentation of findings to the Cameron Park Board of Directors. Each park went through a thorough inventory and analysis process. The Board was presented with the background analysis, evaluation criteria, and methodology for ranking of priority projects which helped them make final decisions on how to spend available funds.

APPROACH (WORK PLAN)

SCHEDULE

Below, we are pleased to present a project schedule that meets your expectations presented in the RFP. This is an aggressive project schedule but appropriate because it allows the project to maintain momentum, retain community interest, is efficient with project budgets, and realizes the prioritization of funding quickly without sacrificing the necessary process to achieve consensus. This schedule is only possible through items identified in our approach and incorporated into our detailed scope of work. Combined, this sets a solid foundation for success.



SCOPE OF SERVICES

Any document intended to direct millions of dollars in spending will be challenged. Witness the Fed's grappling with the national budget every year! How then, to create a document that will guide expenditures for the foreseeable future? The short answer: 'Buy In'. Buy In occurs through extensive engagement throughout the process of ALL the key stakeholders.

A cornerstone of our approach is making sure that all parties are heard. Two of our primary tools to achieve this are TAC meetings and Community meetings. Community meetings are structured to occur on the same day as TAC meetings, with one following the other. The benefits to the project include a broader understanding of the big picture by everyone involved and improved project logistics resulting from dovetailing meetings. This helps to keep the project fresh and relevant and minimizes 'meeting fatigue'. Refer to tasks 1.02, 3.02 and 4.01 to get a sense of this.

Other concepts embedded in our approach include achieving consensus incrementally; first agreeing on the key elements to evaluate, then agreeing on the improvements within each facility all culminating on ultimately agreeing on a priority of improvements to be implemented.

Our specific scope of services follows. Items shown in ***boldface italics*** are deliverables:

1.0 Document Review

1.01 **Start-Up Meeting:** Meet with City staff to discuss the project. Discussion of project drivers, funding, objectives and approach. Key meeting objectives; identification of major stakeholders, discussion of project protocols, preliminary listing of Technical Advisory Committee (TAC) members. Prepare ***meeting summary*** and distribute to attendees.

1.02 **Community Meeting #1/TAC Meeting #1:** Advertise (City web site and other media) the project to the citizens of Santa Rosa. Assemble ***presentation materials*** (Citywide map, project schedule, project objectives listing). Host a public meeting in the Finley Community Center or other space as proposed by City staff. Present the project and solicit input. Capture input and prepare a ***meeting summary*** to be submitted to City and posted to City web site with presentation materials.

Immediately following the Community Meeting host a TAC meeting in the same space. TAC members are anticipated to consist of members of the Parks staff, the public, Community Service Board Members, Council liaisons Parks maintenance staff and others from other departments. Prepare a ***project description/invitation*** for City's use in sending to potential TAC members. City to distribute invitation and confirm TAC membership. Prepare a ***meeting agenda, project schedule*** and ***project outline*** for presentation to TAC members and lead a meeting (virtual or in-person) to outline the project and discuss TAC member obligations. Prepare a ***meeting summary*** and distribute to attendees.

1.03 **Base Data Acquisition:** Obtain all project background info including full GIS files and hardcopies of park improvements where digital files are not available. Prepare a ***share file***, accessible by all team members and City staff, including a ***listing of all saved documents***. Scan and save all hardcopy only doc's to the share file.

1.04 **Analysis Criteria Development:** In conjunction with City staff and with careful consideration given to the suggestions in the RFP, prepare ***draft analysis criteria***. Analysis criteria to be an elaboration on the items noted in the RFP (lighting, irrigation, etc.) with further breakdown of specific field evaluation to be performed (electrolier condition, location, irrigation backflow preventor type, sprinkler type, etc.). Distribute draft analysis criteria to TAC members for previewing and vetting with their constituents in advance of a meeting to formalize criteria.

SCOPE OF SERVICES

- 1.05 **TAC Meeting #2:** Assemble the TAC for purposes of discussing the site assessment work about to commence and to share and discuss modifications to the analysis criteria. Facilitate a discussion and reach consensus on listed criteria. Prepare a **meeting summary** with the **final analysis criteria form** attached.

2.0 Site Assessment

- 2.01 **Sample Inventory:** Work with City staff to identify sample sites (parks) that are representative of each type anticipated to be encountered. Visit these sites (estimated to be approximately 10% of the total) for purposes of de-bugging and refining the inventory process. Photo document, annotate plans (tablet or hardcopy), and **complete inventory form for each site**.
- 2.02 **Sample Inventory Evaluation Meeting:** Compile the initial findings into a **draft inventory summary** form and meet with City staff to discuss initial findings and possible enhancements to methodology and captured content. Reach agreement on refinements to both and document these refinements in a **meeting summary** distributed to the attendees
- 2.04 **Bulk Inventory:** Inventory all the remaining sites. Revisit initial site in the event that additional elements were identified in the sample inventory evaluation meeting. For sites where drainage issues have been alleged, schedule visits (where feasible within the overall project schedule) to coincide with expected rain. Incorporate additional data in the preparation of the **final inventory summary**. Post summary to share file.
- 2.05 **Cost Estimating:** Prepare an **estimate of probable project costs** for each park and a **compilation of costs by quadrant**. Cost estimates are intended to be comprehensive of the total costs the City would incur in implementing the improvements and therefore include soft costs (design, permitting, administration) as well as construction costs. Applicable design guidelines (local, Co., State or Federal) to be reviewed to determine where additional improvements to achieve compliance, and their associated costs, may be incurred. (CASp allowances, etc.)

3.0 Phase 1 – Draft Condition Assessment

- 3.01 **Draft Criteria Ranking:** The experience of visiting all the sites will be beneficial in formulating our thoughts on improvement priorities. Based on this experience and dialogue over the course of the project with TAC and staff members, we will prepare an **initial improvements ranking** by type of improvement and rationale for ranking. Beginning with the factors identified in the RFP (condition, age, code compliance, etc.) the ranking will be further informed by our site observations. Draft ranking to be shared with city staff for review before distribution to TAC members.
- 3.02 **Community Meeting #2/TAC Meeting #3:** Advertise (City web site and other media) the meeting to the community. Assemble **presentation materials** consisting of materials as presented in the first community meeting with inventory summary and draft ranking of improvements. Present the materials and solicit input. Capture input and prepare a **meeting summary** to be submitted to City and posted to City web site with presentation materials.

Meet with TAC members immediately after the public meeting to present the initial ranking and solicit input. Facilitate a discussion. Document meeting comments and prepare a **meeting summary** for distribution and for purposes of developing a refined ranking.

SCOPE OF SERVICES

- 3.03 **Improvements Ranking:** Incorporate the input of the TAC into the criteria ranking. Utilizing the draft ranking, perform a *prototype maintenance analysis* to preview the recommendations that would result from the ranking.
- 3.04 **TAC Meeting #4 / Draft Findings Presentation:** Meet with TAC to present the draft final ranking criteria and share the recommendations resulting from the ranking. Discuss the findings and adjust the criteria ranking where 'real world' field observations would dictate a different outcome. Prepare and distribute a *meeting summary*.
- 3.05 **Final Improvements Ranking:** Based on the prototyping exercise as described above, develop *final criteria ranking* for use and application to all the sites. Submit to City staff for review.

4.0 Phase 2 – Draft Deferred Maintenance Analysis

- 4.01 **Community Meeting #3/TAC Meeting #5:** Advertise (City web site and other media) the meeting to the community. Assemble *presentation materials* consisting of materials as presented in the prior meetings together with newer findings and recommendations. Present the materials and solicit input. Capture input and prepare a *meeting summary* to be submitted to City and posted to City web site with presentation materials.

Immediately following the public meeting, present the final improvements rankings to TAC members and engage them in a discussion of the draft deferred maintenance analysis. Discuss the criteria related to this exercise including funding options, location, immediacy of need and other factors. Work to achieve consensus on the relative importance of these criteria and capture this input in a *meeting summary*.

- 4.02 **Deferred Maintenance Ranking:** From the outcome of TAC Meeting #5, prepare a *sample ranking of parks* in each quadrant. Present these findings to City staff and discuss the outcome and potential refinements based on the findings.
- 4.03 **TAC Meeting #6:** Share the initial rankings, costs, timing, funding and other deferred maintenance considerations with the TAC members and solicit input. As per prior exercises, evaluate the recommendations generated by the rankings against 'real world' site awareness and determine if any adjustments in ranking, added criteria or other considerations are warranted. Prepare and distribute a *meeting summary*.
- 4.04 **Final Ranking:** After updating the ranking of the deferred maintenance analysis criteria, perform a final analysis for all sites. Prepare Citywide *park tabulations by various criteria* (funding eligibility, immediacy of need, quadrant, etc.) and *'cut sheets' for each park* with site photos and detailed itemization of needs together with overall ranking and ranking within quadrants.

5.0 Full Report

- 5.01 **Draft Report Preparation:** Prepare a *Draft Existing Facilities Assessment and Recommendations Report*. Report contents to include; compilation of documents prepared to date including the draft condition assessment, deferred maintenance analysis and project prioritization; executive summary, project description, project schedule, appendices (meeting summaries, cost estimates). To maximize the potential of the full report to act as a living document all contents will be furnished in digital format for ease of amending as warranted. Meet with City staff to present the report and solicit input.

SCOPE OF SERVICES

- 5.02 **Report Refinement:** Update the report per the staff meeting and resubmit to the City.
- 5.03 **Board of Community Services Presentation:** In conjunction with City staff, present the complete draft to the Board of Community Services and solicit their input. Subsequent to the meeting update the document per agreed upon changes as identified by staff and Board members.
- 5.04 **Council Presentation:** Present the revised *Final Draft Existing Facilities Assessment and Recommendations Report* to the Council at a standing meeting of the Council. Provide clarifications and respond to questions as called upon. Seek an approval or conditional approval of the report. Subsequent to the Council meeting, make any final minor revisions to the report per Council input. Provide **'record copy' hardcopy and a digital file of the final report** to the City.



CULTURE OF LEARNING

Whenever possible we strive to bring staff out to project sites to see first hand how projects are implemented, how drawings translate into real world improvements, and to discuss lessons learned. This culture of learning permeates our office and fosters professional growth and better plans.

EXHIBIT B



LANDSCAPE AND AMENITY CONDITION ASSESSMENT, DEFERRED MAINTENANCE ANALYSIS, AND PROJECT PRIORITIZATION FOR THE SANTA ROSA PARKS SYSTEM



Cost Proposal submitted to
City of Santa Rosa
October 22, 2020

COST PROPOSAL

Callander Associates Landscape Architecture

Fee Summary Santa Rosa Parks Evaluation

October 22, 2020

Overall

Based on the attached "Scope of Work" prepared by Callander Associates (as part of our proposal), and the "Task Matrix" dated October 22, 2020, we have prepared the following summary of compensation. CALA will be the prime consultant on the project with the following subconsultants:

BKF Engineers (BKF) - Civil
Brookwater Irrigation Consultants (BIC) - Irrigation

Fees

task		Hours	CA	BKF	BIC	Totals
Task 1	Document Review	170.0	\$ 23,980.00	\$ -	\$ -	\$23,980.00
Task 2	Site Assessment	518.0	\$ 69,656.00	\$ 5,500.00	\$ 5,500.00	\$80,656.00
Task 3	Phase 1 - Draft Condition Assessment	258.0	\$ 36,632.00	\$ -	\$ -	\$36,632.00
Task 4	Phase 2 - Draft Deffered Maintenance Analysis	260.0	\$ 34,756.00	\$ -	\$ -	\$34,756.00
Task 5	Final Report	270.0	\$ 36,892.00	\$ -	\$ -	\$36,892.00
	reimbursable expenses (allowance)		\$ 12,000.00	\$ -	\$ -	\$12,000.00
	Total Fees	1476	\$ 213,916.00	\$ 5,500.00	\$ 5,500.00	\$224,916.00

City of Santa Rosa Contingency 10% \$22,492

Total Fees + Contingency \$247,408

All reimbursable expenses, including the communication and insurance surcharge noted on our Standard Schedule of Compensation dated 2020 (Burlingame and San Jose), would be invoiced as a separate line item.

Reimbursable Expenses Rates

Expenses cost + 15%
printing and reproductions, postage and delivery, mileage, travel expenses (hotel / food), testing and outside services, and other project related expenses

Subconsultant Administration cost + 5%

Communications and Insurance Surcharge 2.5% of total fees

