CITY OF SANTA ROSA PROFESSIONAL SERVICES AGREEMENT WITH MEYER STUDIO LAND ARCHITECTS, INC. AGREEMENT NUMBER F001308

This "Agreement" is made as of this	_day of,	2021, by and	between the
City of Santa Rosa, a municipal corporation ("City"), and Meyer Studio Land	Architects, Inc.	a "California
Corporation" ("Consultant").	-		

RECITALS

- A. City desires to obtain landscape architectural design, engineering and construction documents services for Fremont Neighborhood Park.
- 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,

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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 sum of four hundred seventy-four thousand, nine hundred eighty-six dollars and zero cents (\$474,986.00). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 09541.

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:

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City Representative:

Consultant Representative:

Jen Santos, Deputy Director Parks 55 Stony Point Avenue Santa Rosa, CA 95401 707-543-3781 jsantos@srcity.org

Nicole Kelly, Principal 1101 8th Street, Suite 202 Berkelly, CA 94710 415-279-5006 nkelly@ms-la.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 October 1, 2023.

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:	CITY OF SANTA ROSA a Municipal Corporation
Name of Firm: <u>Meyer Studio Land Architects,Inc.</u>	
TYPE OF BUSINESS ENTITY (check one):	By:
Individual/Sole Proprietor Partnership	Print Name: <u>Chris Rogers</u>
X Corporation Limited Liability Company	Title: Mayor
Other (please specify:) Signatures of Authorized Persons:	APPROVED AS TO FORM:
By: David Meyer	Jessica Mullan (Sep 30, 2021 13:12 PDT)
Print Name: David Meyer	Office of the City Attorney
Title: Owner	ATTEST:
By: Nicole Kell(v. (Sero 24, 2021 22:45 PDT)	City Clerk
Print Name: Nicole Kelly	City Clerk
Title: Principal	
City of Santa Rosa Business Tax Cert. No.	
06525590	
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.
- 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.
- 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.

July 21, 2021

Fremont Park Review Committee City of Santa Rosa

Re: Fremont Park 2021 RFP



Dear Fremont Park Review Committee,

It is with great pleasure we submit our proposal for the City of Santa Rosa Fremont Park RFP (RFPR157416). Having been a finalist on the redesign of Courthouse Square competition in 2007, we are thrilled at the prospect of working with the community again toward revitalizing Fremont Park.

MSLA creates successful, timeless places that serve and reflect the communities they are built within. Regardless of scale, we bring an equal passion for design and construction, with a sensitivity to budget and modest resources. We work with communities and municipalities to develop active civic spaces that are flexible and beloved.

By the nature of our background, working for the public is at the core of how we think and what we do. We find that there is almost always something inherent in a site that wants to be expressed. So, we express it simply – with strength, integrity and a commitment to the community that prioritizes inclusion and access. Our approach to Fremont Park would be the same, assisting the city in elevating this historic public space which will anchor itself in the hearts and minds of the people who use it, especially those who call Santa Rosa home.

To support our efforts, we have carefully chosen a team of experienced and dedicated professionals, the majority of which we have successfully collaborated with in the past. I promise you that if you choose to partner with us, you will be working with people of integrity. And, in my experience, that makes all the difference. No one can speak to that better than our clients. So, we have provided you with references and encourage you to talk with them.

It would be an honor to partner with you, the City of Santa Rosa, and its communities. We fully understand the project scope (conceptual design plans and 100% Construction Bid Sets) set forth by the RFP and look forward to proving ourselves.

Sincerely,



David Meyer, Owner Meyer Studio Land Architects, Inc. 1101 8th Street Suite 202 Berkeley, CA 94710 510.559.2973 david@ms-la.com



PARK DESIGN VISION

OUR VISION

While we are early on in our discovery, we have begun to envision a lively, distinctive, highly functional place that becomes a beloved part of the Santa Rosa community. From the families building their lives here, to the church goers and middle schoolers who will scurry through it, Fremont Park can meet the diverse needs of the community and contribute to its health and well-being.

ENGAGE THE COMMUNITY

We will begin our reimagining of Fremont Park by getting the perspective of the people who will use the space and community leaders who can bring invaluable insights to the process. Through conversations with stakeholders, ranging from the Cultural Heritage Board to residents and business owners, the Meyer Studio team will explore and consider all the inputs in order to guide alignment and thoughtfully respond to a range of preferences and priorities.

REVITALIZE THE SPACE FOR ALL - FOR TODAY AND TOMORROW

A reimagined Fremont Park can reflect the vibrant nature of modern Santa Rosa and its diverse population. With over 600 new residential units projected for downtown Santa Rosa, Fremont Park will undoubtedly emerge as an important public resource. Through a thoughtful, inclusive, future-proof approach we can provide environmental, aesthetic, and recreational benefits to all your constituents and ensure that this public space contributes to the quality of life in this neighborhood for years to come.

A PLACE WHERE MEMORIES ARE MADE

Today, parks must meet humanity's evolved expectations around individual and group experiences. While our design will answer all infrastructure and program requirements, we will keep a constant eye on creating an overall experience that speaks to all the reasons people are attracted to parks. Fremont Park can be peaceful, exciting, attractive, vibrant, and totally fun.







DAVID MEYER, RLA, FASLA, FAAR PRINCIPAL-IN-CHARGE, MSLA

David grew up in Iowa, a sensual landscape where rolling planes and agrarian patterns rush along at nature's will. The emotional connection he has to that tumultuous landscape influences his dreams and informs his design.

Recognized for his aesthetic and his rigor, David has directed the design and execution of prestigious projects throughout the world. He is principal and founder of Meyer Studio - Land Architects, and Adjunct Professor at U.C. Berkeley's College of Environmental Design. David teaches a capstone studio and encourages a dynamic exchange between his team and his students.

A Fellow of the American Academy in Rome and on the peer review board for the GSA, David has distinguished himself through an intuitive approach to design and a genuine passion for the pursuit of beauty. His designs are simple, purposeful exchanges with the land that defer to context and create a presence.

David is honored to be an educator and steward of the planet.

David had a brush with fame when he was cast as a stunt man for Charles Bronson in the movie, "White Buffalo".

PROFESSIONAL EXPERIENCE

MSLA, Berkeley, California, 2001 - Present

Peter Walker and Partners, Berkeley, California, Partner, 1993-2000

Martha Schwartz, Ken Smith, David Meyer, San Francisco, California, 1990-1993

The Office of Peter Walker Martha Schwartz, San Francisco, California, 1986-1989

Hargreaves Associates, San Francisco, California, 1985-1986

Old Iowa Landscape, Blue Grass, Iowa, 1976-1984

RELEVANT PROJECT EXPERIENCE

Alma Park, San Jose, CA

Presidio Long-range Visioning Plan, San Francisco, CA

Heartwood Park, Omaha, NE

Heartwood Stormwater and Greenways Masterplan, Omaha, NE

Village of Yorkville Park, Toronto, Canada

Fairfield Linear Park, Fairfield, CA

Waller Park, San Francisco, CA

Livermorium Park, Livermore, CA

Courthouse Square, Santa Rosa, CA

Battery East Overlook, San Francisco, CA

Children's Park, San Diego, CA

LICENSING

Landscape Architect, California #2565

EDUCATION

Iowa State University, Ames, Iowa. B.S. Landscape Architecture, 1975

TEACHING

University of Virginia, Charlottesville, Virginia, Visiting Lecturer, 2002

University of California, Berkeley, California, Asst. Adjunct Professor, 1997–Present

SELECT HONORS & AWARDS

2020 NCC-ASLA Honor Award, Heartwood Stormwater Management Plan

2020 APA Sustainable Communities -Open Space Planning Award, Heartwood Stormwater Management Plan

2018 AIA-SF Design Awards Special Commendation, Rainwater Collection + Recycling, 270 Brannan

2017 NCC-ASLA Merit Award, Battery East

2014 AIA-CC Honor Awards, Edie and Lew Wasserman Building, University of California, Los Angeles

2014 NCC-ASLA Merit Award, 888 Brannan

2014 NCC-ASLA Honor Award, Foothill College

2012 ASLA Landmark Award, Village of Yorkville Park

2010 AIA Award of Merit, Urban Design, Lang Fang Eco Smart City

2013 AIA East Bay Honor Award, PSEC, Foothill College

2009 Best Practice Award for Overall Sustainable Design, UC Davis Vet Med Building, University of California

2000 Rome Prize, American Academy in Rome

1997 City of Toronto Urban Design Award of Excellence, Village of Yorkville Park







NICOLE KELLY, RLA, ASLA MANAGING PRINCIPAL, MSLA

Nicole was raised in the Sacramento Valley where orchard lined roads and the Sierra foothills were bathed in the light of summer. In that verdant, seasonal landscape, where her family built irrigation canals and kept bees, Nicole found her calling.

Nicole was drawn to landscape architecture through her love of the topography and flora of California but also through her passions for craft-making and art. Nicole thrives when she's expressing the horticultural narrative of a place, or collaborating with clients, engineers, and fabricators throughout the design process.

Nicole co-leads MSLA with key commissions including Foothill College, the Presidio's Long Range Vision Plan, and Applied Underwriters campus in Omaha. With over 20 years of experience, she is a mentor, chief keeper of studio culture, and active participant in design juries at UC Berkeley's College of Environmental Design where she earned her Masters in landscape architecture.

LICENSING

Landscape Architect, California #6011

EDUCATION

University of California, Berkeley, Master of Landscape Architecture, 2007

California Polytechnic University, San Luis Obispo, Bachelor of Arts in Landscape Architecture, Minor in English Literature, 2001

SELECT HONORS & AWARDS

ASLA Student Award of Merit, ASLA Northern California Chapter

ASLA Student Design Commendation Award

PROFESSIONAL EXPERIENCE

MSLA, Berkeley, CA, 2018 - Present
Thuilot Associates, Berkeley, CA, 2016 - 2018
Marta Fry Landscape Associates, San Francisco, CA, 2014 - 2016
Meyer + Silberberg Land Architects, Berkeley, CA 2008-2014

RELEVANT PROJECT EXPERIENCE

Alma Park, San Jose, CA
Presidio Long-range Visioning Plan, San Francisco, CA
Heartwood Stormwater and Greenways Masterplan, Omaha, NE
Heartwood Park, Omaha, NE
Waller Park, San Francisco, CA
Livermorium Park, Livermore, CA
Battery East Overlook, San Francisco, CA
888 Brannan, San Francisco, CA
270 Brannan, San Francisco, CA
Foothill Community College Campuswide Improvements, Los Altos, CA
Lake Merritt Masterplan Implementation, Oakland







ALALEH ROUHI, LEED AP SENIOR ASSOCIATE, MSLA

Alaleh, was born and raised in Iran, land of rich colors, geometrical patterns, architecture, and poetry. Originally trained as an architect in Tehran, her passion lies in urban landscape.

The desire to create meaningful connections between the built and natural environment brought Alaleh into the field and led her to the University of Pennsylvania where she earned her Masters in landscape architecture. Her architecture background has structured the vision to her landscape design work and informed her rigor and aesthetics.

As a senior associate at MSLA, Alaleh brings with her more than 10 years of experience in design and project management through a wide range of projects.

Alaleh enjoys the process as much as the end result. Her happy place is on the road — honoring the journey rather than the destination.

CERTIFICATIONS

LEED, GA, 2016

Urban Design Certificate, 2011

EDUCATION

University of Pennsylvania, Master of Landscape Architecture, 2011

University of Tehran, Iran, Master of Architecture, 2009

University of Tehran, Iran, Bachelor of Science in Architecture, 2007

PROFESSIONAL EXPERIENCE

MSLA, Berkeley, CA, 2017 - Present AECOM, San Francisco, CA, 2013 - 2017 SWA Group, Houston, TX, 2011-2013 BAFT-e, -SHAHR, Tehran, Iran, 2008-2009

RELEVANT PROJECT EXPERIENCE

Buffalo Bayou Park, Houston, Texas
Galaxy Yaboa East Park, Shenzen, China
Lusail Fox Hills and Crescent Park, Lusail, Qatar
Bobbie's Meadow, The Eric Carle Museum of Picture Book Art, Amherst, MA
Nanjing Avic Science Technology City, Nanjing, China
Mission Tech Campus, Santa Clara, CA
3333 California, San Francisco, CA
633 Folsom Street, San Francisco, CA
100 Pine Street, San Francisco, CA
Livermore Depot, Livermore, CA







SOFIA NIKOLAIDOU, ASLA LANDSCAPE DESIGNER, MSLA

Sofia's interests lie in the dialectics between architecture, landscape and the poetics of representation. Raised on the coast of the Aegean sea in Greece, her design philosophy is rooted in the importance of place and memory as well as integration and continuity with nature. Through her design work, she aspires to bring aesthetic sensibility to shape and strengthen the relationship between people and topos.

Sofia holds a Master of Landscape Architecture degree from the University of Pennsylvania, a Diploma in Architectural Engineering from the National Technical University of Athens, and has completed an exchange study at the Architecture School of the University of Florence. While at UPenn, she was awarded the Laurie Olin Prize in Landscape Architecture for design excellence in the making of urban spaces, the Olin Partnership Work Fellowship for excellent student performance, and the ASLA Student Certificate of Honor for outstanding potential for contribution to the profession.

She has worked for architecture and landscape design firms in Europe and in the USA and her designs have won numerous distinctions in international architectural competitions.

PROFESSIONAL EXPERIENCE

MSLA, Berkeley, CA, 2019 - Present OLIN, Philadelphia, PA, 2018-2019 OLIN, Philadelphia, PA, Summer 2017 2A+P/A associates, Rome, Italy, 2016

RELEVANT PROJECT EXPERIENCE

Alma Park, San Jose, CA
Presidio Long-Range Visioning Plan, San Francisco, CA
Heartwood Park, Omaha, NE
Heartwood Stormwater & Greenways Masterplan, Omaha, NE
West Heating Plant Park, Washington, DC
Pier 26, New York, New York
Finletter School Yard, Olney, Philadelphia, PA
Microsoft Campus Refresh, Redmond, WA

EDUCATION

University of Pennsylvania, Master of Landscape Architecture, 2018

National Technical University of Athens, Greece, School of Architecture, Diploma in Architectural Engineering, 2016

University of Florence, Italy, School of Architecture, Erasmus Student Exchange Program, 2014

SELECT HONORS & AWARDS

2021 Landscape Silver Award for Urban Masterplan & Design, Greece

2020 ArXellence 2 International Architecture Competition, 2nd Prize, "The Green Hub"

2020 Vale de Moses Meditation Cabins International Architecture Competition, Finalist, "Pasithéa"

2018 ASLA Student Award of Honor for outstanding potential for contribution to the profession

2018 Laurie D. Olin Prize in Landscape Architecture for design excellence in the making of urban spaces

2017 OLIN Partnership Work Fellowship for outstanding student performance

2016-2018 Edna & Monroe C. Gutman Fund for Graduate Studies at the University of Pennsylvania

2016-2018 A.G. Leventis Foundation Scholarship for Graduate Studies in USA

2018 LA+ Imagination International Competition, Finalist, "Croesus"

2016 Making: Alternative Designs for Factories International Competition, Honorable Mention, "Ponos"

2016 Making: Alternative Designs for Factories International Competition, Finalist, "Vesta"

2016 Sleeping: Alternative Designs for Hotels Competition, Honorable Mention, "Morpheus"







GRACE AMUNDSON LANDSCAPE DESIGNER, MSLA

Grace is a recent graduate with a background in visual art and representation, and a newly discovered affinity for building. She holds a Bachelor's degree in Landscape Architecture with a minor in Architecture from the University of California, Berkeley. She is particularly inspired by the role landscape architecture plays in the creation of vernacular spaces where culture and form collide with long-standing ecological systems. Growing up in the Midwest, the wide, blank canvases of land sparked a lasting interest in an aesthetic of powerful, pure forms. Now in California, she has traded the familiar prairie for the mountains and bay.

EDUCATION

University of California, Berkeley, Bachelor of Science in Landscape Architecture, 2019

SELECT HONORS & AWARDS

2019 ASLA NCC Student Certificate of Merit

2019 Berkeley Circus Participant

2018 Berkeley Circus Participant

PROFESSIONAL EXPERIENCE

MSLA, Berkeley, CA, 2019 - Present David Thorne Landscape Architect Inc, 2018

RELEVANT PROJECT EXPERIENCE

Heartwood Stormwater & Greenways Masterplan, Omaha, NE Applied Underwriters Headquarters, Omaha, NE Market Center Plaza, San Francisco, CA Parcel K, San Francisco, CA Alma Park, San Jose, CA







STEVE BATCHELDER CONSULTING ARBORIST, SBCA

Steve has been involved in the tree care industry since my involvement at Suter Seedling Tree Nursery in St. Helena, CA in 1972. Since that time he has had a landscape and tree trimming company until 1990 when he began more extensive consulting. Since 1985 he has consulted for a number of cities and government agencies, landscape architects and provided expert witness services.

Steve currently works with his daughter Molly who is a certified arborist and qualified tree risk assessor. They are currently providing consulting services at both the Facebook campus in Menlo Park and the Intuit in Mountain View. They also provided site analysis, consulting and early structural pruning for the Pixar Campus in Emeryville.

PROFESSIONAL EXPERIENCE

SBCA Tree Consulting, 1985 - Present

Tree Service and Landscape Contractor, Crokett, CA, 1978 - 1990

PAST COLLABORATIONS WITH MSLA

SBCA has successfully collaborated with MSLA for more than 10 years. Most recently, they provided MSLA with arborist consulting services for the Arguello Street mixed use development project in Redwood City, which includes a public park and for Market Center Plaza in San Francisco.

LICENCING

Certified Arborist, Western Chapter ISA: WE-0228A

California State LandscapeContractor License (C-27) #533675

California Urban Forest Council, Certified Urban Forester #134

EDUCATION

B.A. Degree in Economics, U.C. Berkeley
Monterey Peninsula College, Horticulture
Napa Community College, Horticulture
International Society of Arboriculture,
Continuing educational credits
Diablo Valley College, Pleasant Hill, Horticulture
American Society of Consulting Arborists Academy

TEACHING

Structural Pruning Instructor, Merritt College, Oakland, CA, 2009-Present

AREAS OF EXPERTISE & SERVICES

Urban Tree Management, Tree Healt and Safety Assessment

Tree Surveys, Tree Care and Tree Protection

Site and Soil Analysis, Tree Root Management and Structural Soil

Tree Valuation, Tree Dispute Mediation and Expert Witness







GEOFF COLEMAN, PE, PLS, CDT CIVIL ENGINEERING, BKF

As a Vice President for BKF, Mr. Coleman is responsible for managing staff and the quality control of projects and their infrastructure which we design. With extensive experience in site accessibility, utility design, grading, drainage, stormwater low impact development requirements and construction practices, he brings considerable value to a project. Over the last 20 years, he has acquired a vast knowledge of municipal processes and developed professional relationships with local and regional agencies.

Mr. Coleman has consulted directly with local municipalities and the Regional Water Quality Control Board (RWQCB) to develop our local LID Technical Design Manual, which is the recognized manual used by professionals in the North Bay. Mr. Coleman has successfully managed many public works and parks projects involving surveying, sidewalks, parking, accessible routes of travel, utility and other site improvements throughout the San Francisco Northern Bay Area.

PROFESSIONAL EXPERIENCE

BKF, Santa Rosa, CA, 1998 - Present

RELEVANT PROJECT EXPERIENCE

Moorland Neighborhood Park (Andy's Unity Park) Master Planning & Construction Documents, Santa Rosa, CA Bayer Neighborhood Park and Community Garden, Santa Rosa, CA

Kawana Springs Community Park, Santa Rosa, CA

Finley Community Park Santa Rosa, Santa Rosa, CA

Roseland Creek Community Park and Village Neighborhood Center, Santa Rosa, CA

Sonoma County Regional Parks Department On-Call Engineering Services, Santa Rosa, CA

Camp Newman Facilities, Santa Rosa, CA

Sonoma County Fairgrounds Master Plan & ADA Study, Santa Rosa, CA

Petaluma Community Sports Fields, Petaluma, CA

Helen Putnam Park Expansion and Parking Lot, Petaluma, CA

Tolay Lake Regional Park Master Plan, Petaluma, CA

Sonoma County Fairgrounds Master Plan, Sonoma, CA

Ives Park Renovation Master Plan, Sebastopol, CA

Keiser Community Park, Windsor, CA

PAST COLLABORATIONS WITH MSLA

BKF has successfully collaborated with David Meyer for more than 20 years. Our firm provided civil engineering design to MSLA on many projects through the years, including: Arguello Street mixed use development in Redwood City, 3333 California, Market Center Plaza, American River College Stem Building, and Parcel K in San Francisco, Ohlone Community College Academic Core in Fremont CA, and 1900 Broadway and Kaiser Center in Oakland, California.

LICENSING

Professional Civil Engineer, CA #62093

Professional Land Surveyor, CA #8438

Construction Specifications Institute, Construction Documents Technologist

EDUCATION

B.S., Civil Engineering, California Polytechnic State University, San Luis Obispo

A.S., Civil Engineering, Santa Rosa Jr. College, Santa Rosa

AFFILIATIONS

American Council of Engineering Companies (ACEC)

American Society of Civil Engineers (ASCE)

Engineering Contractor's Association (ECA)







MATT FRANTZ, SE STRUCTURAL ENGINEERING, ZFA

Over the past 16 years, Matt Frantz has served in the role of engineer of record, project manager, and design engineer for a variety of projects that include renovations and remodels, new construction, design-build projects, and seismic evaluations. Matt provides sound structural solutions and state-of-the-art technical expertise for public agencies to ensure their structures will withstand the demands of the environment. From master plans to development design, and rehabilitation and restoration, Matt works collaboratively with the entire team to facilitate low-maintenance solutions in all phases of design.

Matt is adept in the planning, design, and management of large- and small-scale projects ranging from private development, in both commercial and residential, to the public realm of government facilities and open spaces. He works closely with clients to ensure their needs are integrated into a solution that works for both the approval agencies and the client.

In addition, Matt has experience in designing mixed-use and multi-family residential, public and essential service facilities, and commercial buildings including office and retail spaces throughout greater Northern California.

PROFESSIONAL EXPERIENCE

ZFA Structural Engineers, San Carlos, CA, 2008 - Present Hage Engineering, New York City, NY, 2005-2008

RELEVANT PROJECT EXPERIENCE

Borel Park, 1.1-Acre Neighborhood Park Development, San Mateo, CA Martin Luther King Park, Pumphouse/Maintenance Building, San Mateo, CA City of San Mateo Central Park Tennis Court, San Mateo, CA

- Garage Assessment
- Fence Post Anchorage Design
- Garage Steel Post Design

California Academy of Sciences Natural Playground, San Francisco, CA Iris Chang Park Sculptures, San Jose, CA Kabakov Pirate Ship, Imaginative Art Area, Redwood City, CA Kabakov Pirate Ship, Pedestrian Bridge Supports, Redwood City, CA Alma Sculpture, San Francisco, CA Tides Sculpture, University of San Francisco, San Francisco, CA Avion Sculpture, Burbank, CA Franklin Templeton Sculpture, San Mateo, CA The Knot #34 Sculpture, Sarasota, CA

The Knot #34 Sculpture, Sarasota, CA Camp Butano Creek, North Commons, Pescadero, CA

Midpeninsula Regional Open Space District, Structure Stabilization & Mt.

Umunhum Radar Tower Evaluation & Retrofit, Los Altos, CA

LICENSING

Structural Engineer, California #5919 Civil Engineer, California #74846 State of California Department of Emergency Services Disaster Services Worker Safety Assessment Program ID #76361

EDUCATION

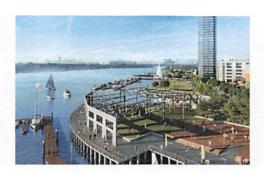
California Polytechnic State University, San Luis Obispo, Bachelor of Science, Architectural Engineering, 2005

SELECT HONORS & AWARDS

2019 ENR (Engineering News Record) Northern California Region, Best Project, 240 Lorton Avenue, Burlingame, CA

2018 Americans for the Arts, National Recognition to the Best in Public Art Projects Annually, Triumph Sculpture, Palo Alto, CA







RAY ARTHUR, ASIC LANDSCAPE IRRIGATION, ALI Consulting

Mr. Arthur's primary responsibilities include designs for thousands of Irrigation System designs including small unique to large residential systems, commercial systems including buildings with multi-story on structure plantings, industrial park systems, municipal systems ranging from schools and athletic fields to parks, streetscapes and medians. He is also responsible for quality control, office computer systems, project installation observations, field reviews. He has 35 years of experience.

Ray is the President and CEO of ALI Consulting. ALI is an irrigation consulting and design firm engaged in the planning and evaluation of water usage and master control systems for landscape irrigation; providing construction documentation for landscape irrigation systems; providing documentation and calculations for compliance with various Water Efficient Landscaping Ordinances, LEED certifications, and Green Building codes. They have worked on all types of landscape projects including systems utilizing recycled municipal waste water and state of the art drip irrigation.

EDUCATION

Industrial Drafting, Mission Valley ROP, Fremont, CA, 1985

Numerous seminars and courses on all facets of irrigation - ASIC, IA, NCTLC, ASLA, CLCA

AFFILIATIONS

American Society of Irrigation Consultants, Professional member

PROFESSIONAL EXPERIENCE

ALI Consulting, President & CEO, 2015 - Present ISC Group Inc., Principal and Senior Designer, 1986-2015

RELEVANT PROJECT EXPERIENCE

Salesforce Park and Tower, San Francisco, CA Latham Square, Oakland, CA Brooklyn Basin Shoreline Park, Oakland, CA Alameda Neighborhood Park, Alameda, CA Lema Ranch - McConnell Foundation, Redding, CA

PAST COLLABORATIONS WITH MSLA

Ray Arthur has collaborated with MSLA on numerous large projects going back for 20 years. The majority of the projects were university grounds rehabilitation/ upgrade projects such as the Evergreen Valley College in San Jose, Foothill College in Los Altos, and Ohlone College Academic Core in Fremont, California.







ROBERT BORINSTEIN, LEED AP CONSTRUCTION MANAGEMENT & COST ESTIMATING

Robert Borinstein offers over 39 years of construction industry experience to provide integrated expertise in cost estimating and management services. Following 22 years managing and estimating projects for premier commercial contracting firms in the San Francisco and Los Angeles markets, Mr. Borinstein founded R. Borinstein Company to provide independent consultation services to a broad range of clients with particular experience serving non-profit institutions. He has managed and estimated a wide array of project types including new commercial, institutional, and residential buildings, seismic bracing and renovation of historic structures, medical, religious, academic, and athletic facilities, fast paced tenant improvements, a 52 story high-rise, and iconic parkland visitor and trail facilities. Mr. Borinstein provides services for all phases of project development from schematic feasibility studies to project close-out. Additional information can be found at www.rmbco.com.

PROFESSIONAL EXPERIENCE

R. Borinstein Company, 2005 - Present Plant Construction Company, San Francisco, 1991 - 2005 Swinerton and Walberg, Los Angeles, 1988-1991 Bruner Pacific, Los Angeles, 1982-1988

RELEVANT PROJECT EXPERIENCE

Muir Woods Pedestrian Bridge Replacement, Muir Woods National Monument, CA Restoration of the Mariposa Grove of GiantSequoias Master Plan, Yosemite National Park, CA

Coyote Ridge Trail, Santa Clara County, CA

Cupertino City Hall Site & Planting Upgrade, Cupertino, CA

Development Concept Plan for the Lodgepole & Wolverton Districts of Sequoia

National Park, Sequoia & Kings Canyon National Parks, CA

Camp Newman Fire Recovery Master Plan Sonoma County, CA

Spirit Rock Retreat Area Buildout, Woodacre, CA

Bear Creek Stables - Los Gatos, CA

Tilden Environmental Education Center, Contra Costs County, CA

PAST COLLABORATIONS WITH MSLA

Robert Borinstein has collaborated with MSLA on public park projects since 2017, including Battery East in San Francisco, and Alma Community Park in San Jose, California.

EDUCATION

B.A. in Literature, Pitzer College, Claremont CA

LEED Accredited Professional

Member of the American Society of Professional Estimators

AREAS OF EXPERTISE & SERVICES

Budget Estimating, Feasibility Studies, and Independent Cost Analysis

Pre-construction Planning & Scheduling

Construction Phase Management, Contract Administration, and Project Documentation







TOBIAS HOLDEN, ASSOCIATE IALD LIGHTING DESIGN, BANKS LANDL

Tobias' interest in light sprang from photography. Through the process of capturing images he learned how different qualities of light affect people and their environments. Tobias utilized and expanded his knowledge of light through his studies at UC Davis and Parsons School of Constructed Environments. This formal education in architectural lighting and interior design gives Tobias an appreciation for form, color, texture and light, and how their relationship is important to the success of a built environment.

Tobias is an approachable team player, always ready to collaborate and push the project to its fullest potential. Tobias is excited to bring his cultivated design sensibility and critical attention to detail to Banks Landl Lighting Design.

PROFESSIONAL EXPERIENCE

Banks Landl Lighting Design, San Francisco, CA, 2014 - Present Renfro Design Group, New York, NY, 2014-2015

RELEVANT PROJECT EXPERIENCE

1 Hotel, Sunnyvale, CA
Tishman Speyer, San Francisco, CA
Fortinet HQ, Sunnyvale, CA
Wallis Annenberg Petspace, Los Angeles, CA
Quirky SF, San Francisco, CA
Tartine Flagship, Los Angeles, CA
Park Lane, Honolulu, HI
10,000 Santa Monica, Los Angeles, CA
1050 South Grand, Los Angeles, CA
The ROW Downtown LA, Los Angeles, CA
Twitch Headquarters, San Francisco, CA
The Pacific, San Francisco, CA
UCSF Medical Center at Mission Bay, San Francisco, CA
Dolby Headquarters, San Francisdco, CA
Four Seasons Resort, Wailea, Maui, Hi

PAST COLLABORATIONS WITH MSLA

Tobias Holden has collaborated successfully with MSLA Principal Nicole Kelly since 2015.

EDUCATION

Parsons The New School for Design Masters of Fine Art in Lighting Design

University of California, Davis, California Bachelor of Arts - Interior Architecture

SELECT HONORS & AWARDS

Forward Medical 2018 Award of Excellence IESSF

UCSF Mission Bay Hospital 2016 Illumination Award of Merit, IESNA

Telegraph Hill Private Residence - San Francisco 2016 Illumination Award of Merit, IESNA

Honorable Mention for "Rover"- IESNY 2014 Student Lighting Competition "A Light Touch"







JAMES GRONEK, PE LEED AP BD+C ELECTRICAL ENGINEERING, ESD

James coordinates daily activities for ESD's San Francisco office as well as functions as the main point of contact for all project-related issues and interfaces with clients' project managers regarding scheduling, design, and coordination. James Gronek will be the Principal in Charge for Electrical Engineering.

A global company, ESD is a leader in Improving Society Through the Built Environment. We create solutions that produce economic, environmental and experiential benefits for our clients, many of whom are the biggest names in the worlds of business, technology — and beyond. We embrace technological change and are in the forefront of developing Intelligent Buildings. We emphasize innovation, adaptability and sustainability when providing mechanical, electrical, plumbing, fre protection, life safety and technology engineering.

RELEVANT PROJECT EXPERIENCE

Flodr Park Revitalization, Menlo Park, California
The Makai Park at Ward Village, Honolulu, Hawaii
The Mauka Park at Ward Village, Honolulu, Hawaii
Ward Village, Block B, Honolulu, Hawaii
Pier 29, 1256 The Embarcadero, San Francisco, California

LICENSING

PE (Professional Engineer), California #M34898

EDUCATION

Tufts University, Bachelor of Science, Mechanical Engineering

AFFILIATIONS

LEED Accredited Professional Building Design+ Construction

ASHRAE member (American Society of Heating Refrigerating and Air Conditioning Engineers)



CHRIS CIECHANOWSKI, PE, GE GEOTECHNICAL ENGINEERING, CLEARY CONSULTANTS

Chris Ciechanowski, President, would serve as project manager and client liaison, and would be responsible for the day-to-day management of the field, laboratory and office activities, including technical analysis. Chris joined the firm in 1996 and has broad experience in performing geotechnical investigations and design analyses through working on more than 150 K-12 school projects and more than 50 community college projects. He also manages the firm's construction observation and testing services and works closely with the inspector of record, construction manager and architect for each school project. He holds Bachelor of Science and Master of Science degrees in Civil Engineering from San Jose State University, specializing in geotechnical analysis.

PROFESSIONAL EXPERIENCE

Cleary Consultants, Inc. 1996 - Present Parikh Consultants, Inc. 1995-1996

RELEVANT PROJECT EXPERIENCE

Flint Center and Child Care Expansions at De Anza Community College, Cupertino, California

Aquatic, track and field centers for Palo Alto, Mt. Pleasant, Overfelt and St. Francis High Schools

Modernization, expansion and new facilities construction for the East Side Union, Cupertino Union, Loma Prieta Union, Los Altos, Los Gatos-Saratoga Joint Union High School, Moreland, Mountain View-Whisman, Santa Cruz City, Sunnyvale, and Union School Districts

Multi-story residential/commercial developments including Farmers Marke and Fruitdale Mixed-Use Developments in San Jose, CA

Slope stability analysis for the Santa Lucia Preserve in Monterey County, CA

PAST COLLABORATIONS WITH MSLA

We have worked with MSLA for the past 15 years on a number of projects including: Foothill Community College Campuswide improvements, Physical Science + Engineering Complex, and Foothill District offices in Los Altos, CA.

LICENSING

Civil Engineer, California #58870 Geotechnical Engineer, California #2584

EDUCATION

San Jose State University, B.S. Civil Engineering, 1994 San Jose State University, M.S. Civil

Engineering, 1998 AFFILIATIONS

American Society of Civil Engineers member

California Geotechnical Engineers Association (Cal Geo) member

Association of Soil and Foundation Engineers member

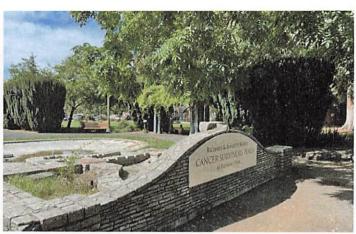
Consulting Engineers and Land Surveyors of California member

SITE IMPRESSIONS

RICH HISTORY

Fremont park, nearly 100 years old, carries a rich cultural history reflected by various elements on site. This history should be explored and honored wherever possible. Its sense of place should continue to harken this legacy and help users orient themselves within this diverse palimpsest. Material choices should feel humble and quiet, supporting the existing historic features while engaging the surrounding landscape, and built to last.









PARK EDGES

The edges of Fremont park should feel more welcoming and distinctive as thresholds to its adjacencies, Santa Rosa Middle School, Santa Rosa Church, and the future residences.







SITE IMPRESSIONS

EXISTING PLANT COMMUNITIES

Fremont Park is home to many beautiful mature trees, including a lovely cluster of redwoods, two formal rows of yews, a majestic walnut tree and a group of thriving magnolias. Tree health, park visibility and safety are key considerations that will determine the potential removal or relocation of certain plant material.









PARK INFRASTRUCTURE

Fremont's existing infrastructure systems appear to need a sustainable upgrade. In collaboration with the City of Santa Rosa, the local communities, and the Cultural Heritage Board, our team will provide a design that reimagines, modernizes and activates the park for the future, while honoring the park's rich historic spirit. Fremont park has the potential of becoming a model of sustainability and conservation, blending infrastructure with beauty.







SITE IMPRESSIONS



SITE ANALYSIS DIAGRAM

- 1. Santa Rosa Middle School
- 2. Santa Rosa Church
- 3. Future residences
- 4. Surface parking
- 5. Existing crosswalks
- 6. Potential new crosswalk
- 7. Historic park core
- Magnolias block views and perhaps could be relocated
- 9. Cancer Survivor Art piece needs
- 10."Positive Mental Attitude" plaques
- 11. Rows of yews divide the park
- 12. Original Arbors
- 13. Inoperative fountain
- 14. Majestic walnut tree
- 15. Specimen redwood trees
- 16. Property line conflict with business driveway

				2021	2022 2	2022 2	022 20	22 20	22 20	2 202	22 20	22 202	22 20.	22 20.	22 202	2 202	3 202	23 20.	23 20.	23 202	3 202	3 202	3 2023	2023						
TASK NAME	START	FINISH	N	D	J	۲	M A	AN	M J	J	, Δ	S		יו כ	V D	J	+	N	n A	· N	J	J	A	5	0	N	U	J	F	M
ask A - MASTER PLAN + COMMUNITY ENGAGEMENT - 9 months	11/3/2021	7/13/2022	49	N GOOD			BB						T																	
	11/3/2021	11/3/2021	*																											
Site walk	11/3/2021	11/3/2021	*																											
Topographic Survey and Base Map	11/4/2021	12/22/2021																												
Boundary Survey and Record Survey	11/4/2021																	_		_		-		-					-	
Geotechnical Investigation + Report	11/17/2021			100000									-							-	-	-	-	-						
Tree Tagging and Identification	11/17/2021			2075	-			-	-	-	-	-	-			-	-	-	-	-	-	-	+	-		-	-		-	
Stakeholder Meeting #1: Middle School Community	11/15/2021	11/15/2021	*								-	_	-	-		-			-	-	-	-	-	-		-	-	-		_
Print and Mail Community Outreach Notices	12/2/2021			*										_			-	-		-			_	-					-	
On-line Survey Execution	12/23/2021	1/22/2022								-	-		-	-	-	-	-	-	-		-	-	4	-		-	-	-		
Community Meeting #1	12/15/2021	12/15/2021		*																									-	
Stakeholder Meeting #2 - Business Community	1/19/2022	1/19/2022			*																									
Community Workshop #2 - Presentation of Three Draft Conceptual Master Plans	2/16/2022	2/16/2022				*																								
Stakeholder Meeting #3 - Art in Public Places	3/1/2022						*																							
Stakeholder Meeting #3 - Art III r dalic Fraces Stakeholder Meeting #4 - Cultural Heritage Board Presentation #1	3/30/2022																													
Community Meeting #3 - Presentation of Preferred Alternative/Master Plan	4/13/2021						1.9	*																						
Stakeholder Meeting #5 - TBD	5/11/2022							٠,	*																					
•	5/20/2022		-		-			-	*	-			1		-									_						
Submit Outreach Report			-		-	-			*	+	-	-	-		_	-	-			_		-	1							
Draft Cost Estimate	5/20/2022			-		-	-		*	-	-	-	-	-	-	-	-	-		-		-	+	-				-		
BOCS Presentation	5/25/2022					-	-				-	-	-	-	-	-	-		-	-	-	-	-	-	-				-	_
Final Cost Estimate	6/17/2022	6/17/2022												-		-	-	_			-	-	-	-				-	-	-
Final Master Plan Presentation to City Council	7/13/2022	7/13/2022								,	*						_						_							
Bi-weekly team meetings: 11/17, 12/01, 12/08, 12/22, 01/12, 01/26, 02/09, 02/23, 03/09, 03/23, 04/06, 04/20, 05/04, 05/18, 06/01, 06/15, 06/29	11/17/2021																													
Task B - CONSTRUCTION DOCUMENTS - 7 months 20 days	7/14/2022								-												-	-	4	-		-				
Develop and submit 60% Construction Documents + specifications	7/14/2022					-	-	-		-		*		-		-	-	-		-		-	-	-		-		-		
60% CD Cost Estimate	9/14/2022										_	_ ^					-	-		-	-	-	-	-				-	-	
Respond to one round of City Comments*	9/28/2022				-		-	-	-		-					-	+-		-			-	+	-		-		-	-	
Develop and submit 90% Construction Documents + specifications	10/5/2022	+					-	-		-	_	-1-	-	,	-	-	-	-	-			-	+	-					-	_
90% CD Cost Estimate	11/14/2022	11/14/2022			-	-	-		-	-	-		-	-			-	-	-	-	-	-	-	-					-	-
Respond to one round of City Comments* Develop and submit 100% Construction Documents + specifications**	12/2/2022						-		-	-		-		_																
	1/16/2023	+	+			_		- 1-		7						*														
100% CD Cost Estimate Respond to one round of City Comments*	1/30/2023				-	-	-	-	-	-		-	-	-	_	-							_	+					-	
Develop and submit Bid Set + specifications to City Building Department***	2/3/2023																													
Task C - BIDDING - 2 months	3/3/2023	5/3/2023																										1		
Respond to Bidders																														
Submit CAD drawings to city																				ACRES OF THE PARTY OF	-	-	-	-	Name and Address of the Owner, where the Owner, which is the Owner, where the Owner, which is the Owner, where the Owner, which is the Owner, which i	-	-	-		
Task D - CONSTRUCTION ADMINISTRATION - 9 months	5/4/2023	2/3/2024															_								To be		30000	1400	200	
Weekly construction oversight + field reports										-	-	-		-			-	-		-	-	-	-	-					-	_
Review and respond to RFIs; update drawings accordingly			-			-		-		-	-	-	-	-		-	-	-	-				-	-						_
Manage RFI/Submittal process for subconsultants Support City in creation of Punch List		-				-			-				-			1		1												
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* Notes a recommended change to schedule provided: added two week review period for City																														
Staff after each submission, followed by a one week period for design team response																														
** Notes a recommended change to schedule provided: recommends 1.5 months for 100 %																														
Construction Set to account for holiday schedules.								5 5 0	27				-											Land.						
** Notes a recommended change to schedule provided: recommends 1 month for completion of													181																	
bid set.											B REPORT OF		100						311								1000	1000		

05. WORK PLAN (SCHEDULE) FREMONT PARK 22

MASTER PLANNING AND COMMUNITY ENGAGEMENT

MSLA will provide Master Planning and Community Engagement services for the site, taking into account the project's unique physical characteristics and program requirements provided by CSR.

- 1.1 Attend project kick-off meeting.
- 1.2 Site visit and review to analyze existing site conditions, characteristics of the existing community, project area and surrounding region.
- 1.3 Review of existing documents, record drawings, applicable code, and agency requirements.
- 1.4 Research site opportunities and constraints, including plans and other pertinent information relating, but not limited to, pedestrian access, and any specialty requirements
- 1.5 Preparation of Topographic Survey and Map, provided by MSLA sub-consultant.
- 1.6 Preparation of Boundary Survey and Record of Survey, provided by MSLA sub-consultant.
- 1.7 Preparation of Arborist Report and Survey of existing trees, provided by MSLA sub-consultant.
- 1.8 Preparation of Geotechnical Report provided by MSLA sub-consultant.
- 1.9 Research available industry equipment for playground and other components.
- 1.10 Preparation of mood boards/reference images for Community Meeting #1.
- 1.11 Conduct and assist the City with the first virtual or hybrid neighborhood meeting to introduce the project to the community and gather feedback.
- 1.12 Analyze and prepare data sheet of all community input and provide percentages of preferred features to be included in the amended Master Plan. Prepare a summary of all the comments and how common themes that are apparent, and issues discovered from the input received.
- 1.13 Prepare notices for first community meeting, print and mail to residents within .25 miles of park site or as determined by City.
- 1.14 Prepare for and conduct at least 4, but no more than 5 Stakeholder meetings with the following: Middle School Community, Business Community, Art in Public Places Committee, and Cultural Heritage Board.
- 1.15 For each stakeholder meeting, prepare meeting materials and illustrative graphics, and record comments made during meeting in meeting notes submitted to City.
- 1.16 Prepare up to (3) Master Plan concepts using one-page graphics based on feedback received at the first neighborhood meeting, surveys and feedback provided by the City and on-line and other community input. Master Plan studies shall include at least 3 playground and component concepts. If requested by the community, concepts will be based upon utilizing actual equipment in the industry.
- 1.17 Prepare graphics for second neighborhood meeting, including (1) birds-eye/3D rendering of each option. Graphic concept plans will be provided in the manner or amount to elicit meaningful feedback from the City.
- 1.18 Conduct and assist the City with second virtual or hybrid neighborhood meeting and present to the community the Master Plan graphic in digital form and hardcopy form.
- 1.19 Assist the City with digital marketing and outreach strategies including on-line surveys for the City's Recreation and Parks web page to receive on-line feedback from those not able to attend the meetings.
- 1.20 Collect and analyze all the feedback received from all community outreach meetings, stakeholders, and on-line feedback from the community.
- 1.21 Request and receive final detailed concept plan from the playground and exercise equipment manufacturer, if part of the project.
- 1.22 All graphics will be provided in large format hardcopy as well as electronically, via PDF to the City.
- 1.23 Coordinate with Annette Bloch Cancer Survivor Plaza Foundation via phone and email.
- 1.24 Prepare an updated Master Plan one-page graphic based on feedback received at the first and second neighborhood meetings, feedback provided by the City and from on-line and other community input collection sources. Prepare the graphics in preparation for the third neighborhood meeting. The graphic will be amended and updated to the satisfaction of the city prior to the third meeting.

- 1.25 Conduct and assist the City with the third virtual or hybrid neighborhood meeting and present to the community the Master Plan graphic in digital form and hardcopy form. Assist the City with marketing and outreach strategies and input to prepare and conduct the third Community meeting. Prepare graphics and assist the City with survey questions for the city to post on the Recreation and Parks web page to receive on-line feedback from those not able to attend the meeting.
- 1.26 Collect and analyze all the hardcopy feedback received from the third neighborhood meeting in conjunction with all electronic feedback provided by the City and from on-line and other from the City receives as follow up after the meeting by those that could not attend in-person and from any surveys the City may produce. Prepare a summary of all the comments and show common themes that are apparent, and any issues discovered from the input received.
- 1.27 Prepare a comprehensive report of all feedback collected from all sources, including on-line participation and in-meting participation in surveys. The report will contain all the information collected from the community at each meeting opportunity, online and then combined results. The combined results will show the results per quadrant, per survey questions with total conclusions. The report will be posted on-line as well as be available as an attachment to the BOCS and City Council meetings.
- 1.28 Prepare an updated Master Plan one-page graphic based on feedback received at the first, second, and third neighborhood meetings, feedback provided by the City and from on-line and other community input collection sources. Prepare the graphics in preparation for the Board of Community Services (BOCS) and City council meetings. The graphic will be amended and updated to the satisfaction of the City until finalized.
- 1.29 Present the Master Plan at the BOCS public meeting in conjunction with City staff. Prepare any other information and graphics necessary to support the master Plan design. Presentation to the BOCS meeting will be provided in a format to be determined by the City be may be a (hybrid, virtual or in-person meeting).
- 1.30 Prepare an updated Master Plan based on direction and comments received by the BOCS.
- 1.31 Prepare an updated Master Plan and present at City Council for final approval in conjunction with City Staff. Prepare information and graphics necessary to support the Master Plan design.
- 1.32 Prepare final Master Plan graphic for City use. Provide electronic copy in both PDF and the original graphic file compatible with AutoCAD, Photoshop or Illustrator.
- 1.33 Attend bi-weekly virtual meetings with City Staff.
- 1.34 Prepare all Mater Plan graphics with color for all meetings. Graphics will be provided in large format prints for each community meeting and electronically in PDF form for City use.
- 1.35 Preparation of Statement of Probable Construction Costs for Master Plan.

DESIGN DEVELOPMENT AND CONSTRUCTION PLANS, SPECIFICATIONS, COST ESTIMATES AND SCHEDULE

Upon CSR's approval of the Master Plan, Master Plans Statement of Probable Costs and authorization to proceed, MSLA will provide Design Development and Construction Document services, fixing and describing the size and character of its components for the construction of the project. These services include:

- 2.1 Advance Master Plan into design development studies, refining design of site grading, drainage, irrigation, lighting and site features.
- 2.2 Research and selection of proposed soils, soil modifications and plant materials.
- 2.3 Coordination of water meter sizes and locations with City and Civil Engineer.
- 2.4 Irrigation sub-consultant to make site visit to review and assess existing irrigation system.
- 2.5 Collaborate with Civil Engineering sub-consultant, who will prepare the following: Demolition Plan including all items to be demolished, including landscaping and irrigation; Rough Grading Plan, Utility Plan for storm, sewer and water systems.
- 2.6 Layout and detailing of site furnishings including planter urns, planters, trash receptacles, bike racks, and benches/seatwalls.
- 2.7 Lighting Plans in support of repair or minor upgrade for existing lighting, if requested by the community.
- 2.8 Hardscape plans to include all pathways and connections to any existing elements and will be designed to be AD compliant.
- 2.9 Fine grading and drainage of exterior pedestrian pavements and planting areas.
- 2.10 Overall site plans and enlargements to include all elements proposed in the Master Plan including but not limited to manufacturers model numbers and color to be specified on the plans for all playground/exercise equipment.

- 2.11 Material selection, design and layout of exterior pedestrian pavements.
- 2.12 MSLA will incorporate manufacturers plans, specifications into the main plan set, or take on the engineering responsibilities for the structural integrity of the equipment specified, in lieu of referencing manufacturer's plan sets and specifications. Contractor will purchase fitness and or playground equipment and/or installation from the manufacturer.
- 2.13 Full planting plans including plant symbols shown at full maturity.
- 2.14 Standard and site specific details, sections cuts as needed to convey design intent and as requested by CSR.
- 2.15 Collaborate with Lighting Designer sub-consultant, providing layout of landscape lighting and integration of lighting components into landscape details.
- 2.16 Provide project site plan (existing conditions survey) excluding any demolition or other improvements, identifying existing site elements.
- 2.17 Prepare landscape material plans, layout plans, planting plans, drainage plans and grading plans.
- 2.18 Provide 3 full copy sets of 60% Construction Documents submittal, including Specifications, Statement of Probable Construction Costs and general schedule for City staff internal review and to the satisfaction of CSR. Provide electronic copies as requested.
- 2.19 Provide 3 full copy sets of 90% Construction Documents submittal, including Specifications, Statement of Probable Construction Costs and general schedule for City staff internal review and to the satisfaction of CSR. Provide electronic copies as requested.
- 2.20 Provide 3 full copy sets of 100% Construction Documents submittal, including Specifications, Statement of Probable Construction Costs and general schedule for City staff internal review and that provide all required revisions and changes requested during the City Pre-Building Department BID SET submittal. The 100% submittal will be revised as needed to prepare the final BID SET. Provide electronic copies as requested.
- 2.21 Provide 100% Construction Document BID SETS to the City's Building Department for final review, per the Building Department requirements.
- 2.22 Revise the BID SET until approved and stamped by the City Building Department. Once BID SET is approved by the City's Building Department, provide the Building Department with all requested items and updates, and provide a PDF version of the BID SET and 3 full size copies to Parks Planning Deputy Director. Provide a full BID SET of Mylars to the Public Works Engineering team.
- 2.23 Provide unlocked AutoCAD files to City.
- 2.24 Respond to all technical questions during City's construction bidding process within 24 business hours of request.
- 2.25 Phone conference calls and email coordination as required.

CONSTRUCTION OBSERVATION

During the construction of the project, MSLA and sub-consultants will provide clarifications of Contract Documents and observe the construction for items included as requested by CSR and upon approval by their client. Services include:

- 3.1 Review and accept or take other appropriate action upon Contractor's Submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design intent expressed in the Contract Documents. Such review is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions, quantities, weights, or fabrications processes, nor for the substantiating instructions for installation or performance of systems designed by Contractor, nor for the coordination with the work of other trades. MSLA's review of Shop Drawings, Product Data and Samples does not constitute approval of safety precautions or any construction means, materials, techniques.
- 3.2 Address contractor Requests for Information (RFI) and make necessary clarifications to Contract Documents.
- 3.3 Provide weekly site visits/meetings, up to 36, at times appropriate to construction or otherwise approved by CSR to familiarize itself generally with the progress and quality of construction and to determine in general if the construction is preceding in accordance with the design intent and construction documents.
- 3.4 Prepare necessary Addenda to clarify contract documents.
- 3.5 Provide nursery visits, up to 2, as needed to review and accept/tag plant material.

- 3.6 On the basis of its observations while at the site, MSLA will provide Field Observation/Status Reports to inform CSR about the progress and quality of the MSLA scope of Work, and shall endeavor to guard CSR against defects and deficiencies in the Work. MSLA may recommend to CSR the rejection of work failing to conform to the contract documents.
- 3.7 Coordination of MSLA subconsultants site visits and distribution of subconsultant Field Reports.
- 3.8 Address clarifications due to errors or ambiguities to MSLA Construction Documents, assist CSR in preparation of ASI's, Proposal Requests, Constructive Change Directives and Change Orders related to MSLA Construction Documents.
- 3.9 MSLA shall have authority to reject Work which does not conform to the Contract Documents. Whenever MSLA considers it necessary or advisable for implementation of the intent of the Contract Documents, MSLA will have authority to require additional observation or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of MSLA nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of MSLA to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.
- 3.10 As part of the allotted site visits noted above, assist CSR in preparing Punch List items and determining dates of Substantial Completion and Final Completion.
- 3.11 Review and comment on final updated "as built" construction documents as prepared by the Contractor for its conformance to the Contract Documents. Provide two copies of 24 x 36 hardcopies and one PDF electronic version of as-builts prepared by Contractor.
- 3.12 Provide Word document Specifications and PDF of schedule update.

QUALIFICATIONS

- 4.1 Value engineering as required to meet the Statement of Probable Construction Costs for landscape related work is part of this scope of services. Value engineering, and associated changes to the Drawings, to meet a reduced budget after previous approvals, can be provided as an additional service.
- 4.2 MSLA will be a consultant directly to CSR, and manage only those sub-consultants listed herein.
- 4.3 The time frame to complete services is per the project schedule as delineated in the Request for Proposal and as noted within. If there is a delay to the project, MSLA will be allowed to review and provide input on a revised schedule and be provided an equal amount of time than what was in the original schedule to complete the work.
- MSLA will exercise its best professional efforts to secure compliance by the contractor to the plans and specifications. MSLA shall not be responsible for job site safety; environmental precautions; or for construction means, methods, techniques, sequences or procedures in connection with the work. MSLA shall not be responsible for the contractor's errors or omissions or failure to carry out the work in accordance with the contract documents. MSLA's obligation to observe the work shall not create any responsibility or duty on the part of MSLA to CSR, or contractor, or any third party with regard to temporary shoring, bracing, scaffolding, partially completed construction or traffic control.
- 4.5 Evaluation of substitutions proposed by Contractors and making subsequent revisions to the Contract Documents to accommodate substitutions can be provided as an Additional Service.
- 4.6 MSLA will require Additional Services to make revisions in Drawings, Specifications or other Instruments of Service when such revisions are:
 - a. due to changes to program and budget after approval given by CSR.
 - b. due to changes required as a result of CSR's failure to render decisions in a timely manner;
 - c. due to failure of performance on the part of CSR or CSR's consultants or contractors;
 - d. due to significant changes in the Project, including but not limited to, size, quantity, complexity, or CSR's schedule or budget.
- 4.7 Assumes existing light fixtures are beyond repair.
- 4.8 MSLA will provide infrastructure for site signage- such as landscape walls; signage lettering and design to be provided Design Build contractor. MSLA is open to managing signage consultant if deemed necessary by CSR, signage consultant not currently included in proposal.

July 21, 2021

Fremont Park Review Committee City of Santa Rosa

Re: Fremont Park 2021 RFP



CITY STANDARD PROFESSIONAL SERVICES AGREEMENT:

Meyer Studio Land Architects understands and accepts the City's Standard Professional Services Agreement without significant requests to change standard language or the City's insurance requirements.



David Meyer, Owner Meyer Studio Land Architects, Inc. 1101 8th Street Suite 202 Berkeley, CA 94710 510.559.2973 david@ms-la.com

MSLA	FREMONT PARK
08.20.21	SANTA ROSA
COST PROPOSAL	SANTA ROSA

Exhibit B

OST PROPOSAL									SAN	ITA RO	JSA																	
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THE HARTFORD BUSINESS SERVICE CENTER 3600 WISEMAN BLVD SAN ANTONIO TX 78251

September 15, 2021

The City of Santa Rosa 55 STONY POINT RD SANTA ROSA CA 95401-4446

Account Information:

Delieu Helder Deteile	MEYER STUDIO LAND
Policy Holder Details :	ARCHITECTS INC



Contact Us

Business Service Center

Business Hours: Monday - Friday (7AM - 7PM Central Standard Time)

Phone: (866) 467-8730 Fax: (888) 443-6112

Email: agency.services@thehartford.com
Website: https://business.thehartford.com

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MCGRIFF INSURANCE SERVICES INC/F	144 C	NTACT ME:					
22273438 The Hartford Business Service Center	PHO	ONE C, No, Ext):	(866) 467-8730	FAX (A/C, No)	(888) 443-6112 :		
3600 Wiseman Blvd San Antonio, TX 78251		MAIL DRESS:					
			INSURER(S) AFFORDING COVERA	GE	NAIC#		
INSURED	INS	SURER A :	Sentinel Insurance Company L	.td.	11000		
MEYER STUDIO LAND ARCHITECTS INC 1101 8TH ST STE 202		SURER B:	Property and Casualty Insuran of Hartford	ce Company	34690		
BERKELEY CA 94710-1209	INS	SURER C :					
Jessica Mullan (Sep 30, 2021 13:13 PDT)	INS	SURER D:					
	INS	INSURER E:					
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OVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
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Α	DED X RETENTION \$ 10,000	X		22 SBA AC3226	04/11/2021	04/11/2022	AGGREGATE	\$2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE				***************************************		E.L. EACH ACCIDENT	\$1,000,000
	OFFICER/MEMBER EXCLUDED?	N/ A	X	22 WEC RQ6569	07/01/2021	07/01/2022	E.L. DISEASE -EA EMPLOYEE	\$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
					1			77 93
	RIPTION OF OPERATIONS / LOCATIONS / VI ee usual to the Insured's Operations.							

CERTIFICATE HOLDER	CANCELLATION
The City of Santa Rosa 55 STONY POINT RD SANTA ROSA CA 95401-4446	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	Sugar S. Castaneda

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AGENCY CUSTOMER ID:	
LOC#:	



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED
MCGRIFF INSURANCE SERVICES INC/PH	S	MEYER STUDIO LAND ARCHITECTS INC
POLICY NUMBER		1101 8TH ST STE 202
SEE ACORD 25		BERKELEY CA 94710-1209
CARRIER	NAIC CODE	
SEE ACORD 25		
		EFFECTIVE DATE: SEE ACORD 25
ADDITIONAL REMARKS		

SEE ACORD 25					
		EFFECTIVE DATE: SEE ACORD 25			
ADDITIONAL REMARKS					
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM					
FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE					
The City of Santa Rosa, its officers, agents, et Lessees, or Contractors; Scheduled Person o additional insured per the Hired Auto and Non SX8002, attached to this policy. Notice of Can policy. Waiver of Subrogation applies in favor Endorsement WC040306, attached to this pol attached to this policy. Coverage is primary and	mployees and vor Organization For Owned Auto Endediction will be of the Certificate icy. Notice of Candinoncontributors	colunteers are additional insured per Additional Insured: Owners, form SS4170 attached to this policy. Certificate holder is the indorsement SS0438 and the Umbrella Liability Provisions Form provided in accordance with Form WC990394, attached to this ele Holder per Waiver of our Right to Recover from Others ancellation will be provided in accordance with Form SS1223, one per the Business Liability Coverage Form SS0008, attached to ficate Holder per the Business Liability Coverage Form SS0008,			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER Karen Bronson CorRisk Solutions 312-637-8755 FAX (A/C, No, Ext): 180 N Stetson Ave Suite 4500 E-MAIL ADDRESS: kbronson@corrisksolutions.com Chicago, IL 60601 INSURER(S) AFFORDING COVERAGE NAIC # New Hampshire Insurance Company 23841 INSURER A: INSURED INSURER B: Meyer Studio Land Architects INSURER C: 1101 8th Street INSURER D: Suite 202 INSURER E: Berkeley, CA 94710 INSURER F:

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER:		10.40	DOES NOT APPLY			EACH OCCURANCE DAMAGE TO RENTED PREMISES (Ea occurance) MED EXP (Any one person) PERSONAL & AND INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS AUTOS NON-OWNED AUTOS			DOES NOT APPLY			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS MADE DED RETENTION \$			DOES NOT APPLY			EACH OCCURANCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		DOES NOT APPLY			WC STATU- TORY LIMITS E.L. EACH ACCIDENT E.L. DISESAE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
А	Professional Liability			064991488- 05	04/11/21	04/11/22	Per Occurrence: \$2,000,000 Annual Aggregate: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACCORD 101, Additional Remarks Schedule, if more space is required)

1.5 acre park remodel. The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.

CERTIFICATE HOLDER	CANCELLATION			
City of Santa Rosa 55 Stony Point Avenue	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
35 Stony Fornt Avenue	AUTHORIZED REPRESENTATIVE			
Santa Rosa, CA 95401	Exalle			

POLICY NUMBER: 22 SBA AC3226

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:
The City of Santa Rosa, its officers, agents, employees and volunteers
55 STONY POINT RD SANTA ROSA, CA 95401-4446

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM **OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 22 WEC RQ6569

Endorsement Number: 1

Effective Date: 08/23/21

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: MEYER STUDIO LAND ARCHITECTS INC

1101 8TH ST STE 202 **BERKELEY CA 94710**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

City of Santa Rosa, its officers, agents, employees and volunteers, 55 Stony Point Ave, Santa Rosa, CA 95401 004

Countersigned by	
	Authorized Representative

Form WC 04 03 06

(1) Printed in U.S.A.

Process Date: 08/24/21

Policy Expiration Date: 07/01/22

Entities (BE)



Q Business Search - Entity Detail

ent of Information

Disclosure Search

mation (annual/biennial

sts (certificates, copies-

ing Dates

Fees

Statement of

C3631522 MEYER STUDIO LAND ARCHITECTS, A PROFESSIONAL CORPORATION

Registration Date: Jurisdiction: Entity Type:

entity. Not all images are available online.

ACTIVE

Agent for Service of

Process:

Entity Address:

Status:

Entity Mailing Address:

12/31/2013 CALIFORNIA

DOMESTIC STOCK

DAVID MEYER 1101 8TH ST STE 202

BERKELEY CA 94710 1101 8TH ST STE 202 BERKELEY CA 94710

1101 8TH ST STE 202 BERKELEY CA 94710

A Statement of Information is due EVERY year beginning five months before and through the end of December.



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If File Date IF PDF **Document Type** SI-NO CHANGE 12/15/2020 SI-COMPLETE 04/03/2019 **AMENDMENT** 05/09/2018 REGISTRATION 12/31/2013

The California Business Search is updated daily and reflects work processed through Monday, August 23, 2021. Please refer to document

Processing Times for the received dates of fillings currently being processed. The data provided is not a complete or certified record of an

30, 2021 13:13 PDT)

Certificate of Status

* Indicates the information is not contained in the California Secretary of State's database.

- . If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code section 2114 for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to Name Availability.
- . If the image is not available online, for information on ordering a copy refer to Information Requests
- · For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to Information Requests
- For help with searching an entity name refer to Search Tins

PSA- Meyer Studio Land Architects, Inc Insurance Certs & SOS

Final Audit Report 2021-09-30

Created:

2021-09-24

By:

Alisa Rawson (arawson@srcity.org)

Status:

Signed

Transaction ID:

CBJCHBCAABAAdPk9EsBQj9QXEgsfM2Zw9Dw_ryFP0Dve

"PSA- Meyer Studio Land Architects, Inc Insurance Certs & SOS " History

- Document created by Alisa Rawson (arawson@srcity.org) 2021-09-24 7:36:47 PM GMT- IP address: 12.249.238.210
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- Document e-signed by Jessica Mullan (jmullan@srcity.org)

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