

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH ARCHITECTURAL RESOURCES GROUP, INC.
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____ day of _____, 2021, by and between the City of Santa Rosa, a municipal corporation ("City"), and Architectural Resources Group, Inc. (ARG), a California Corporation ("Consultant").

R E C I T A L S

A. City desires to conduct an historic resource evaluation of the Downtown Station Area in the City of Santa Rosa.

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

C. Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.

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

AGREEMENT

NOW, THEREFORE, City and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide to City the services described in Exhibit A ("Scope of Services"). Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

2. COMPENSATION

a. City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Consultant shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Consultant

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

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of one hundred and eighty thousand dollars and no cents (\$180,000.00). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number JL 08054 - Downtown Station Area Historic Resource Evaluation.

3. DOCUMENTATION; RETENTION OF MATERIALS

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

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

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

a. Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Consultant hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

5. INSURANCE

a. Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments

prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

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

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

6. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

7. NOTICES

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

City Representative:

Shari Meads, City Planner
Planning & Economic Development
Department
100 Santa Rosa Avenue, Room 3
Santa Rosa, CA 95404
Tel. (707)543-4665
Fax (707)543-3269
SMeads@srcity.org

Consultant Representative:

Mary Ringhoff, Senior Associate,
Architectural Resources Group, Inc.
Pier 9, The Embarcadero, Suite 107
San Francisco, California 94111
Tel. (626) 583-1401 ext. 111
M.Ringhoff@ARG-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 August 31, 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: Architectural Resources Group, Inc.

By: _____

TYPE OF BUSINESS ENTITY (*check one*):

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

Print Name: _____

Title: _____

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: _____

Office of the City Attorney

Print Name: _____

ATTEST:

Title: _____

By: _____

City Clerk

Print Name: _____

Title: _____

City of Santa Rosa Business Tax Cert. No.
06519286

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

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

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

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

B. Endorsements:

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

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

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

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Consultant or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Consultant may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

City of Santa Rosa

Historic Resource Evaluation of the Downtown Station Area

Exhibit A – Detailed Scope and Schedule of Work

Detailed Scope of Work

Based on our understanding of the goals of the City of Santa Rosa, we have developed the following scope of work. The work plan is broken down by task and timeline, and includes details on personnel, hours, bill rates, and costs. The work plan as a whole is designed to expedite completion of the project in a timely manner without any sacrifice to quality or accuracy.

All deliverables will be provided in English and Spanish, with translations by bilingual ARG staff or by a qualified translation service. All materials translated by a service will be carefully reviewed by bilingual ARG staff to ensure accuracy, clarity, and tone.

All deliverables, including data gathered through the Fulcrum platform (and resultant DPR 523 forms) and survey reports, will be reviewed and/or generated by senior staff for quality assurance.

The City will be provided the opportunity to review each deliverable. The timeline below earmarks City review time for the four major deliverables: the reconnaissance level survey (RLS) results, the draft historic context statement (HCS), the intensive level survey (ILS) results, and the draft survey report. Minor deliverables, including minutes memoranda, website content, and the property database will also be reviewed by the City; based on the smaller/simpler nature of these deliverables, we anticipate City review time for them will be minimal and will not impact the project schedule.

Task 1. Project Commencement

ARG will kick off the project with a virtual project initiation meeting with City staff. At this time, project goals, scope, timeline, communication methodology, and key deliverables will be finalized, and pertinent background information will be retrieved. ARG will produce and distribute a minutes memorandum detailing attendees, topics discussed, and action items/next steps.

ARG will provide the City with content for a project website, to be hosted on City servers and linked through the City's main website. The project website will provide information about the project and survey projects in general (including FAQs), will host a regularly updated library of project materials, and will alert the public of upcoming meetings and opportunities to participate in the project.

Using information from the City, previous studies, and preliminary research and fieldwork, ARG will compile a GIS property database (Excel spreadsheet/.csv file) and map illustrating locations of known and potential historic resources. Preliminary research will include baseline construction date research, to be conducted by ARG using county assessor data and/or building permit records.

Timeline: March-April 2021

Deliverables:

- 1.A.1 Minutes memorandum (Word and PDF)
- 1.B.1 Project website content (Word and jpgs)
- 1.C.1 GIS database and basemap (.csv and PDF)

Staff/Rate/Hours:

- Katie Horak (Principal), \$230, 2 hours
- Mary Ringhoff (Project Manager), \$155, 16 hours
- Sarah Hahn/Rosa Fry (Architectural Historian), \$125, 8 hours

Diana Painter (Consulting Architectural Historian), \$150, 4 hours
Emelyn Najera (Intern), \$75, 24 hours

Task 2. Community Outreach

ARG understands that engaging members of the community will be critical to the success of the project. In addition to keeping the project website updated and synthesizing any information that arrives via the website or public communication with City staff, ARG will prepare and present project information and solicit feedback from the public at two outreach events to be scheduled and noticed by the City. Goals of the outreach events include introducing the project, providing an overview of survey methods, answering questions, soliciting information and feedback, and letting the community know how to continue sharing their knowledge of local resources with ARG for incorporation into the project. Upon completion of both outreach events, ARG will provide a memorandum detailing attendees, topics discussed, and feedback/questions received.

Timeline: March-July 2021

Deliverables: 2.1 PowerPoint presentation(s)
2.2 Minutes memorandum (Word and PDF)

Staff/Rate/Hours: Mary Ringhoff (Project Manager), \$155, 12 hours
Diana Painter (Consulting Architectural Historian), \$150, 8 hours
Emelyn Najera (Intern), \$75, 20 hours

Task 3. Preliminary Progress Reports

In the interest of maintaining regular communication with City staff regarding project progress, ARG will provide monthly reports outlining project progress and labor billed. Each progress report will summarize accomplishments, progress toward project completion, issues or other delays with cause(s) and resolution(s), and goals for the next month. ARG will also schedule quarterly virtual or in-person project status meetings to review progress with City staff.

Timeline: March 2021-December 2022

Deliverables: 3.1 Monthly written progress reports (PDF)
2.2 Quarterly virtual or in-person status report meetings

Staff/Rate/Hours: Mary Ringhoff (Project Manager), \$155, 40 hours

Task 4. Reconnaissance-Level Survey and Inventory

The reconnaissance survey is one of the most important components of any large-scale survey project. It informs the development of the HCS, provides information about known and potential eligible resources, and enables a look at all of the project area's pre-1975 resources at once, for effective comparative analysis. ARG will complete a street-by-street reconnaissance survey using the property database and maps of known and potential resources developed in Task 1 to ensure complete coverage. The database and maps will be updated with information on newly and previously identified properties as the reconnaissance survey progresses, and ARG will complete DPR 523a forms for all of the 627 +/- properties under consideration.

ARG will use a customized mobile documentation app built on the Fulcrum platform to expedite the fieldwork. The app will enable the rapid collection of information, including photographs and location data as well as information on property type, year built, architectural style, characteristics/details, and alterations, in a GIS-based platform. All information gathered will be based on the fields found on DPR forms to facilitate auto-generation of DPR 523a forms; as desired by the City, the data will also include abbreviated information related to historic context, integrity evaluation, and potential significance. Additional property-specific research will be conducted and preliminary California Historic Resource Status Codes will be assigned, to be confirmed by the intensive-level survey. All Fulcrum data will be reviewed by senior staff for quality assurance. The database, maps, and DPR 523a forms will be provided to the City along with a letter report summarizing the methodology and results of this phase of survey.

Timeline: May-October 2021

Deliverables:

- 4.1 DPR 523a (Primary) forms (PDF and hard copies)
- 4.2 Updated property database and maps (.csv and PDF)
- 4.3 Letter report (Word and PDF)

Staff/Rate/Hours: Katie Horak (Principal), \$230, 2 hours
Mary Ringhoff (Project Manager), \$155, 200 hours
Sarah Hahn/Rosa Fry (Architectural Historian), \$125, 48 hours
Diana Painter (Consulting Architectural Historian), \$150, 120 hours
Emelyn Najera (Intern), \$75, 220 hours

Task 5. Downtown Station Area Historic Context Statement

ARG will carefully review all background information gathered from the City, to include building permit records along with previous studies, designation materials, plans, and policies, and will supplement it with primary and secondary source research on the history and development of the project area. This information will be used to draft a detailed HCS outline to be used for preliminary evaluations of properties during the reconnaissance survey. Data gathered during the reconnaissance survey and through community outreach will be incorporated and ARG will draft a full HCS for the Downtown Station Area, using the Multiple Property Documentation approach. The HCS will clearly identify all contexts and themes under which historic resources may be significant, and will include registration requirements (eligibility standards), integrity considerations, and property types.

Timeline: May 2021-January 2022

Deliverables: 5.1 Historic Context Statement (Word and PDF)

Staff/Rate/Hours: Katie Horak (Principal), \$230, 4 hours
Mary Ringhoff (Project Manager), \$155, 80 hours
Sarah Hahn/Rosa Fry (Architectural Historian), \$125, 80 hours
Diana Painter (Consulting Architectural Historian), \$150, 24 hours
Emelyn Najera (Intern), \$75, 40 hours

Task 6. Intensive-Level Survey of Significant Resources

ARG will conduct an intensive-level survey of all significant properties in Downtown Plan Area, again using a customized mobile documentation app built on the Fulcrum platform to expedite the fieldwork and enable auto-generation of complete DPR 523 forms (a, b, and potentially d, with required maps and

photographs). Based on our knowledge of the project area, time estimates for this task assume 25% or fewer of the project area's properties (approximately 157 individual resources, with potential districts as yet unknown) will necessitate intensive-level documentation. Should the reconnaissance-level survey find a substantially larger number of properties need intensive-level documentation, ARG will inform City staff in a timely fashion and will complete the intensive survey as proposed, to the same level of detail for all properties. ARG will conduct additional property-specific research as needed to confirm evaluations of the resources against national, state, and local significance criteria (with justification provided), and final California Historical Resources Status Codes will be assigned. All Fulcrum data will be reviewed by senior staff for quality assurance.

Timeline: December 2021-June 2022

Deliverables:

- 6.1 DPR 523a and b forms (PDF and hard copies)
- 6.2 Updated property database and maps (.csv and PDF), with coordination with City staff to ensure compatibility with City GIS platform
- 6.3 Letter report (Word and PDF)

Staff/Rate/Hours: Katie Horak (Principal), \$230, 4 hours
Mary Ringhoff (Project Manager), \$155, 80 hours
Sarah Hahn/Rosa Fry (Architectural Historian), \$125, 80 hours
Emelyn Najera (Intern), \$75, 100 hours

Task 7. Draft Historic Resource Evaluation Report

ARG will draft a historic resource evaluation report to include executive summary; objectives; preservation framework; area surveyed; methodology; HCS (revised per City comment); results; definitions; conclusions; and sources. The report's appendices will include the master property database and maps as well as DPR 523 forms.

Timeline: July-September 2022

Deliverables:

- 7.1 Draft Historic Resource Evaluation Report (Word, appendices in Excel and PDF)

Staff/Rate/Hours: Katie Horak (Principal), \$230, 4 hours
Mary Ringhoff (Project Manager), \$155, 40 hours
Sarah Hahn/Rosa Fry (Architectural Historian), \$125, 16 hours
Diana Painter (Consulting Architectural Historian), \$150, 8 hours
Emelyn Najera (Intern), \$75, 40 hours

Task 8. Final Historic Resource Evaluation Report

Upon receipt of review comments from the City, ARG will revise the draft report accordingly and submit the final report with appendices.

Timeline: November-December 2022

Deliverables:

- 8.1 Final Historic Resource Evaluation Report (PDF)

Staff/Rate/Hours: Katie Horak (Principal), \$230, 2 hours

Mary Ringhoff (Project Manager), \$155, 24 hours
Diana Painter (Consulting Architectural Historian), \$150, 2 hours
Emelyn Najera (Intern), \$75, 16 hours

SCHEDULE

ARG proposes a 22-month timeline for completion of this project, and will be available to commence work immediately upon notice to proceed. The following timeline illustrates the schedule breakdown by task and deliverable.

Timeline for Downtown Station Area Historic Resource Evaluation - Revised 1/4/21

DESCRIPTION	2021												2022												2023											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1. Project Commencement																																				
A. Kickoff Meeting																																				
1.A.1 Minutes memorandum																																				
B. Website Creation																																				
1.B.1 Website																																				
C. GIS Database and Basemap																																				
1.C.1 GIS database and basemap																																				
2. Outreach (2 events dates TBD)																																				
2.1 PowerPoint presentation																																				
2.2 Minutes memorandum																																				
3. Preliminary Progress reports																																				
3.1 Monthly report																																				
3.2 Quarterly status meeting																																				
4. Reconnaissance-Level Survey																																				
4.1 DPR 523A forms																																				
4.2 Updated database																																				
4.3 Letter report																																				
Client Review																																				
5. Historic Context Statement																																				
5.1 HCS draft																																				
Client Review																																				
6. Intensive-Level Survey																																				
6.1 DPR 523A and B forms																																				
6.2 Updated database																																				
6.3 Letter report																																				
Client Review																																				
7. Draft Survey Report																																				
7.1 Draft report																																				
Client Review																																				
8. Final Survey Report																																				
8.1 Final report																																				

- Ongoing work
- Submittals, Meetings, and Presentations
- Client Review

Santa Rosa Downtown Station Area Historic Resources Evaluation	Katie Horak Principal	Mary Ringhoff - Proj Man	Rosa Fry - Arch Hist	Diana Painter - Consult	Emelyn Najera - Intern	Total	Cost
Hourly Rates	\$230	\$155	\$125	\$150	\$75		
Task 1. Project Commencement	2	16	8	4	24	54	\$6,340
A. Attend a kick-off meeting with City staff to confirm project goals, scope, schedule, and deliverables. Prepare and submit minutes memorandum (<i>Deliverable 1.A.1</i>) - this and all subsequent deliverables to be in English and Spanish.							
B. Develop website (<i>Deliverable 1.B.1</i>) to provide project information, host project documents for public review, and notify community of progress and upcoming events.							
C. Create GIS map and database (<i>Deliverable 1.C.1</i>) illustrating known and potential historic resources.							
Task 2. Community Outreach	0	12	0	8	20	40	\$4,560
Prepare and present project information and solicit feedback from the public at two outreach events to be scheduled and noticed by the City. Deliverables: a Powerpoint presentation (<i>Deliverable 2.1</i>) and a minutes memorandum (<i>Deliverable 2.2</i>).							
Task 3. Preliminary Progress Reports	0	40	0	0	0	40	\$6,200
Provide monthly written progress reports (<i>Deliverable 3.1</i>) and schedule and attend quarterly status report meetings with City staff (<i>Deliverable 3.2</i>).							
Task 4. Reconnaissance-Level Survey and Inventory	2	200	48	120	220	590	\$71,960
Conduct a reconnaissance survey of all undesignated properties within the Downtown Station project area. Update property database (generated during Task 1) to reflect baseline information gathered in field, including newly identified potential historic resources (individuals and districts) as well as resources identified in previous surveys. Use customized mobile documentation app (Fulcrum platform) to photograph, map, and record information.							
Conduct property-specific research to inform preliminary evaluations. Evaluate properties under national, state, and local criteria, provide justification, and assign California Historical Resources Status Codes.							
Generate hard copies of DPR 523a forms with embedded photos and abbreviated evaluations (<i>Deliverable 4.1</i>), the updated database in GIS-compatible format (<i>Deliverable 4.2</i>) and a letter report summarizing methodology and results of reconnaissance survey (<i>Deliverable 4.3</i>).							
Task 5. Downtown Station Area Historic Context Statement	4	80	80	24	40	228	\$29,920
Obtain and review relevant background information, plans, and previous studies, including the Downtown Plan, historic preservation ordinance, previous survey reports/findings (1977 and 1989), historic district nominations/preservation plans, GIS data, building permit records (if available), etc.							
Supplement with primary and secondary source research on the history and development of the project area, to inform development of the historic context statement (HCS).							
Draft an HCS (<i>Deliverable 5.1</i>). Per OHP guidelines, the HCS will use the National Register Multiple Property Documentation (MPD) approach to identify a period of significance, develop themes providing a framework for evaluation, identify property types, and provide eligibility criteria and integrity thresholds. Submit to City for review; revise per comments for inclusion in final survey report.							
Task 6. Intensive-Level Survey of Significant Resources	4	80	80	0	100	264	\$30,820
Conduct an intensive-level survey of all significant properties on the property database/spreadsheet, using a customized mobile documentation app (Fulcrum platform) to photograph, map, and record information.							
Draft brief narrative significance statements to be included in the intensive level survey.							
Generate hard copies of DPR 523a and b forms with embedded photos and maps (<i>Deliverable 6.1</i>), the updated property database in GIS-compatible format (<i>Deliverable 6.2</i>) and a letter report summarizing the intensive survey findings (<i>Deliverable 6.3</i>).							
Task 7. Draft Historic Resource Evaluation Report	4	40	16	8	40	108	\$13,320
Draft a historic resource evaluation report (<i>Deliverable 7.1</i>), to include executive summary; objectives; preservation framework; area surveyed; methodology; HCS; results; definitions; and sources. The report's appendices will include the master property spreadsheet and maps as well as DPR 523 forms. Submit to City for review.							
Task 8. Final Historic Resource Evaluation Report	2	24	0	2	16	44	\$5,680
Revise draft report per City comment and submit final.							
Total Hours	18	492	232	166	460	1368	
Hourly Rates	\$230	\$155	\$125	\$150	\$75		
Subtotal (per person)	\$4,140	\$76,260	\$29,000	\$24,900	\$34,500		
Subtotal Labor	\$168,800						
Expenses - translation services	\$5,000						
Expenses - hard copies and reproduction	\$700						
Expenses - shipping/postage	\$200						
Expenses - software	\$1,800						
Expenses - mileage/travel/per diem	\$3,500						
TOTAL NOT-TO-EXCEED FEE	\$180,000						