

CITY OF SANTA ROSA  
PROFESSIONAL SERVICES AGREEMENT  
WITH CARLILE MACY, INC.

AGREEMENT NUMBER \_\_\_\_\_

This "Agreement" is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the City of Santa Rosa, a municipal corporation ("City"), and Carlile Macy, Inc., a "California Corporation" ("Contractor").

RECITALS

A. City desires to hire a qualified firm to work in conjunction with the City staff to provide Landscape Architectural Design Services for a Master Plan and Construction Documents for Coffey Park which was damaged from the October 2017 wildfires.

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

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

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

AGREEMENT

NOW, THEREFORE, City and Contractor agree as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

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

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

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of two hundred-seventeen thousand, one hundred-forty dollars and no cents (\$217,140.00). Contractor acknowledges and agrees that it exceeds the maximum compensation under this Agreement at its own risk. The City's Chief Financial Officer is authorized to pay all proper claims.

### **3. DOCUMENTATION; RETENTION OF MATERIALS; ACCESS TO RECORDS**

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

b. Contractor shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate.

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

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

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

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

### **4. INDEMNITY**

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

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

## **5. INSURANCE**

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

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

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

## **6. ASSIGNMENT**

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

## **7. NOTICES**

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

City Representative:

Jen Santos, Deputy Director  
Recreation and Parks Department  
55 Stony Point Road  
Santa Rosa, CA 95401  
707-543-3781  
[jsantos@srcity.org](mailto:jsantos@srcity.org)

Contractor Representative:

Curtis Nichols, President  
Carlile Macy  
15 Third Street  
Santa Rosa, CA 95401  
707-542-6451  
[cnichols@carlilemacy.com](mailto:cnichols@carlilemacy.com)

## 8. INDEPENDENT CONTRACTOR

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

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

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

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

**9. ADDITIONAL SERVICES**

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid in accordance with the rates set forth in Exhibit B or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

**10. SUCCESSORS AND ASSIGNS**

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

**11. TERM, SUSPENSION, TERMINATION FOR CONVENIENCE AND CAUSE**

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

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

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

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

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

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

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

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

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

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

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

## **12. REMEDIES UPON DEFAULT**

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

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

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

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

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

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

(c) After the occurrence of an Event of Default, the City, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the Event

of Default for the account and at the expense of Contractor. However, City must by prior notice first allow Contractor a reasonable opportunity to cure, except in cases of emergency, where City may proceed without prior notice to Contractor. Contractor shall, upon demand, immediately reimburse City for all costs, including costs of settlements, defense, court costs, and attorneys' fees that City may incur in the course of any cure.

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

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

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

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

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

### **13. TIME OF PERFORMANCE**

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Contractor shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than December 30, 2020.

**14. STANDARD OF PERFORMANCE**

Contractor shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. All products of whatsoever nature that Contractor delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession and shall be provided in accordance with any schedule of performance. Contractor shall assign only competent personnel to perform services under this Agreement. Contractor shall notify City in writing of any changes in Contractor's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Contractor to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

**15. CONFLICTS OF INTEREST**

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

**16. CONFLICT OF INTEREST REQUIREMENTS**

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

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

Yes  no (check one)

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

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

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



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

## **17. CONFIDENTIALITY OF CITY INFORMATION**

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

## **18. CONTRACTOR INFORMATION**

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

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

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

d. The parties understand and agree that any failure by Contractor to respond to the

notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

## 19. FEDERAL PROVISIONS

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

## 20. GENERAL PROVISIONS

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

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, *et seq.*) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, *et seq.*, which require prevailing wages (in accordance with DIR determinations at [www.dir.ca.gov](http://www.dir.ca.gov)) be paid to any employee performing work covered by Labor Code sections 1720 *et seq.* Contractor shall pay to City when due all business taxes payable by Contractor under the provisions of Chapter 6-04 of the Santa Rosa City Code. City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Contractor.

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

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

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

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

**21. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS**

Contractor hereby represents and warrants to City that it is (a) a duly organized and validly existing Corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

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

Executed as of the day and year first above stated.

**CONTRACTOR:**

**CITY OF SANTA ROSA**  
a Municipal Corporation

Name of Firm: Carlile Macy

TYPE OF BUSINESS ENTITY (*check one*):

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

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Signatures of Authorized Persons:*

By: *Curtis L. Nichols*

Print Name: Curtis L. Nichols

Title: President

By: *Mark R. Hale*

Print Name: MARK R. HALE

Title: V.P./CFO.

APPROVED AS TO FORM:

*Angela Cavayendo*  
Office of the City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

City of Santa Rosa Business Tax Cert. No.

9997074031

Attachments:

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

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

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

<b>Insurance</b>	<b>Minimum Coverage Limits</b>	<b>Additional Coverage Requirements</b>
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. <b>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.</b>
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 2 million aggregate	Contractor shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

**B. Endorsements:**

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

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

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

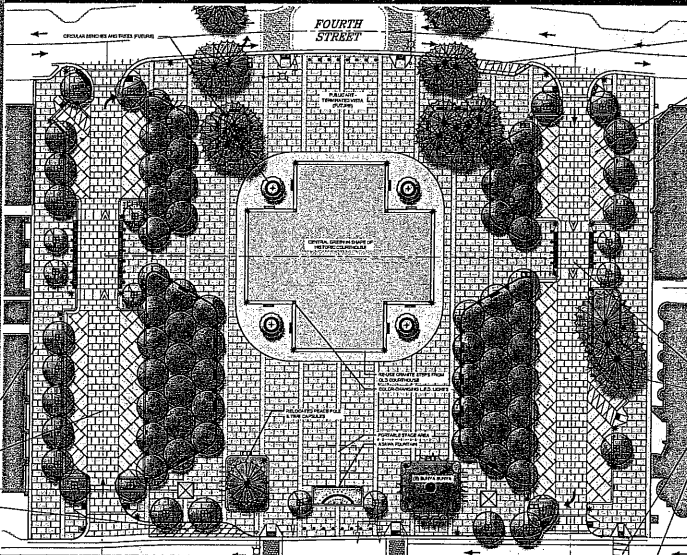
**D. Other Insurance Provisions:**

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

FINALI PARK



SANTA ROSA COURTHOUSE SQUARE



PETALUMA HIGH SCHOOL



EXHIBIT A

City of Santa Rosa  
Recreation & Parks

AUGUST 22, 2018

PROPOSAL

FOR

LANDSCAPE ARCHITECTURAL

DESIGN SERVICES

FOR

COFFEY NEIGHBORHOOD PARK

MASTER PLAN &

CONSTRUCTION DOCUMENTS

CIVIL ENGINEERS

URBAN PLANNERS

LAND SURVEYORS

LANDSCAPE ARCHITECTS

**CARLILE · MACY**

15 Third Street, Santa Rosa, CA 95401

T: 707/542-6451 F: 707/542-5212

[www.carlilemac.com](http://www.carlilemac.com)

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- **Project Schedule**

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## Cover Letter / Executive Summary

August 22, 2018

City of Santa Rosa  
Recreation and Parks Department  
Attention: Landscape Architectural Design Services Review Committee  
55 Stony Point Road  
Santa Rosa, CA 95401

SUBJECT: RFQ 18-101 for Landscape Architectural Design Services  
Master Plan & Construction Documents for Coffey Neighborhood Park

The Coffey Park neighborhood is rebuilding and its residents are anxious to have their beloved park back as soon as possible. For approximately 30 years the park has hosted gatherings of families and friends, served as the playful center for the lives of many children, and was the heart of the neighborhood. I know this intimately because my family and I lived there from August 1986 until the night of October 8, 2017.

Carlile ▪ Macy is uniquely qualified to assist the City of Santa Rosa and the Coffey Park neighborhood in bringing back its park. Having landscape architects, civil engineers, and land surveyors all together in the same office allows for seamless coordination during the design process which can be of significant benefit in delivering projects on an aggressive fast-track schedule. We demonstrated this recently in delivering the Courthouse Square Reunification master plan and construction documents in a little over 3 months from late November 2015 to early March 2016.

Our team for this project will include Guttman & Blaevoet (lighting and electrical engineering), Bauer Associates (geotechnical engineering), and ZFA (structural engineers) all of whom we have worked with previously on other projects.

A project of this importance demands significant experience. Accordingly, two Carlile ▪ Macy principals will be directly involved. Mark Hale will be the lead civil engineer and Curt Nichols will be the project manager.

Our team will bring the following strengths to this project:

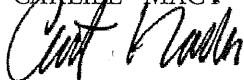
- In depth knowledge of this park, its background, and its surrounding neighborhood
- Significant experience designing and delivering public park projects in the City of Santa Rosa gained over 30 years
- A proven track record of designing and delivering high profile public projects on aggressive schedules

We accept the terms of the City's Standard Professional Services Agreement and our proposal will remain valid for 90 days from the date of submittal. Should you have any questions regarding our proposal, please direct them to Curt Nichols. Direct telephone line is (707) 535-1543 and email is [cnichols@carlilemacy.com](mailto:cnichols@carlilemacy.com).

To several of us at Carlile ▪ Macy, Coffey Park is our home and our commitment to bringing back the park at the heart of our neighborhood could not be more profound.

Very truly yours,

CARLILE ▪ MACY



CURTIS L. NICHOLS  
President



15 Third Street, Santa Rosa, CA 95401  
Tel: 707 542 6451 Fax: 707 542 5212

CIVIL ENGINEERS ▪ URBAN PLANNERS ▪ LAND SURVEYORS ▪ LANDSCAPE ARCHITECTS



**T**he Carlile ■ Macy team includes the key design professionals responsible for several significant parks and public spaces that have transformed Santa Rosa, including the reunification of Courthouse Square, A Place to Play, and Finali Neighborhood Park.

### Carlile ■ Macy

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**Curt Nichols, Principal & Project Manager** Our team will be led by Curt Nichols, Carlile ■ Macy President, who will be the principal-in-charge and project manager. Curt was the principal-in-charge and project manager for the Courthouse Square Reunification project and the Finali Park project. Curt will be the primary contact and will serve as an extension of City staff on this project. He will be responsible for coordinating the work of the design team.

**Mark Hale, Principal & Lead Civil Engineer** Mark will lead our civil design team for the project. He was the lead civil engineer on the Courthouse Square Reunification project.

**Briana Morrison, Project Landscape Architect** Briana will take the lead role in conducting neighborhood meetings and synthesizing the feedback received from the community. Briana will also assist in all aspects of the landscape architectural design, including master plan, design development, and construction documents.

**Steve Kovanis, Project Landscape Architect** Steve will assist in all aspects of the landscape architectural design, including master plan, design development, and preparation of construction documentation including planting and irrigation design and construction detailing.

**Pete Crudo, Civil Engineer** Pete will assist with design development and preparation of construction documentation for grading and drainage improvements as well as preparation of the SWPPP.

**Jon Olin, PLS, Professional Land Surveyor** Jon will oversee the topographic surveys that will be performed to supplement the existing topographic mapping of the site.

**James Smith, PLS, Professional Land Surveyor, Party Chief** James will perform the topographic surveys for the topographic mapping of the site.

### Guttman & Blaevoet, Lighting & Electrical Engineering

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Guttman & Blaevoet will provide lighting design for any site security lighting as well as photometrics, and design of power for irrigation. **Victor Steffen, Principal**, and **Rom Delacruz**, electrical and lighting engineer, will provide these design services for G & B.

### Bauer Associates, Geotechnical Engineering

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**Bryce Bauer** previously prepared a Geotechnical Investigation for the Coffey Park area. He will provide geotechnical recommendations for structural design of monument signs and design of new walkways as well as consultation and review of construction documents.

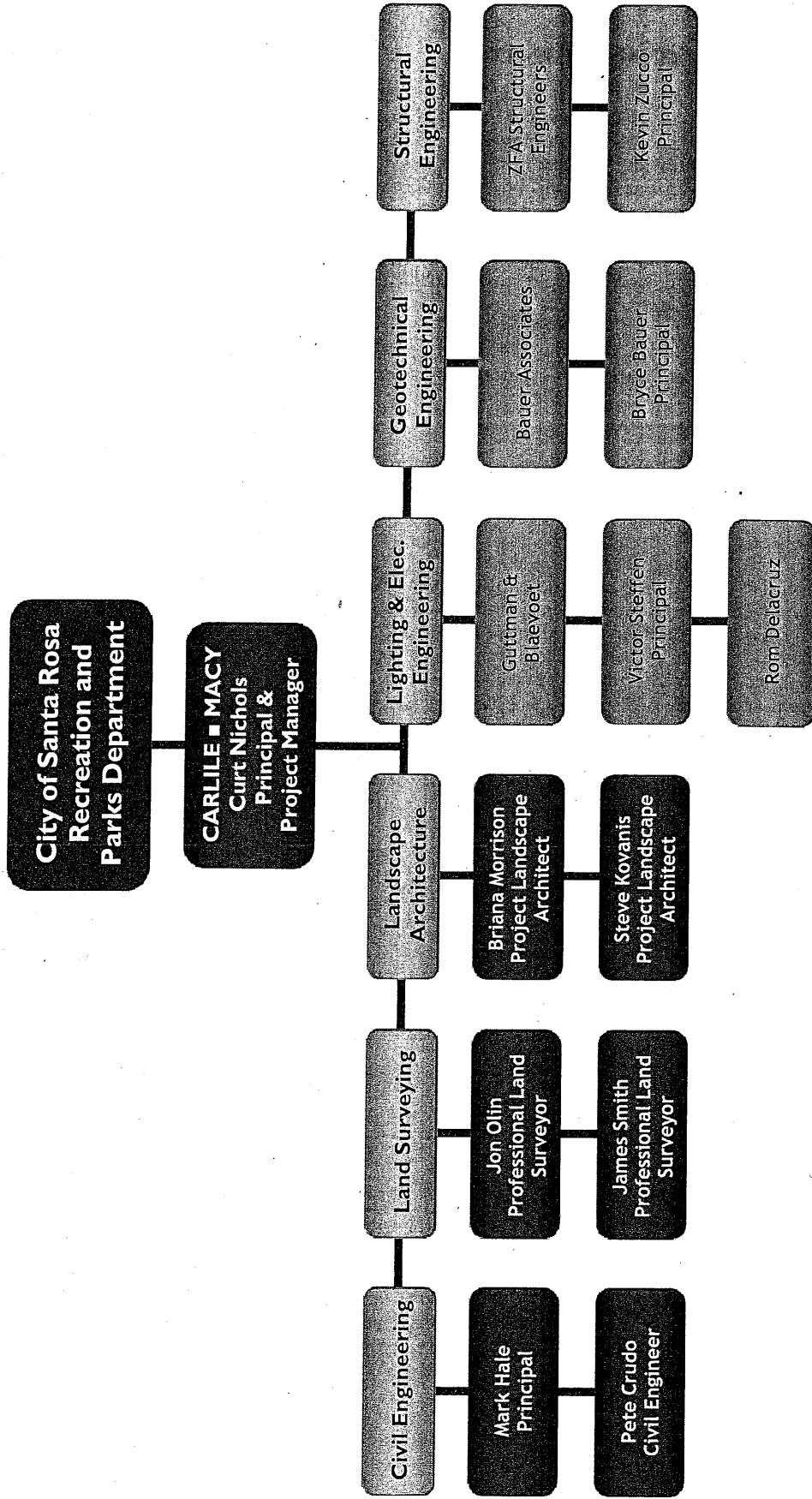
### ZFA Structural Engineering

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ZFA, under the direction of **Kevin Zucco**, Executive Principal, will provide structural design and calculations for new monument signs for the park and will be available for any additional structural design that may be needed if structural elements are added to the project during the design process.

# Project Team Organization Coffey Neighborhood Park

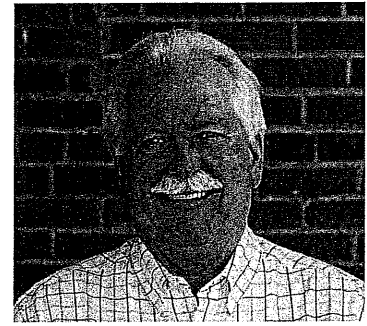
CARLILE • MACY



## Curt Nichols – Principal

### PROFESSIONAL ACCOMPLISHMENTS

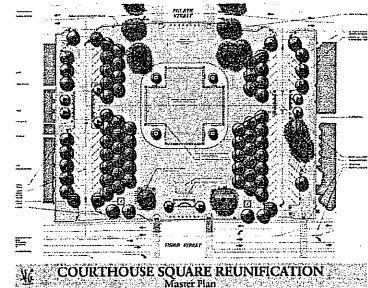
Curt Nichols brings more than 30 years of site planning and project management experience to his role as principal and president of Carlile • Macy. Beginning with resource management and planning experience with the National Park Service, the U.S Forest Service, and with the acclaimed Sea Ranch development on the Northern California coast, Curt is known for his broad knowledge of natural systems, site planning, and entitlement processes and his ability to successfully guide complex public and private development projects from initial concept through construction. His special strengths include knowledge of entitlement processes, working with community groups, and coordinating teams of technical consultants. Curt has a special interest in the design of streets addressing not only vehicles, bicycles, and pedestrians, but also their role as public space. As a member of the City of Santa Rosa Design Review Board, he was involved in the preparation of the City's Design Guidelines and the modification of City street standards.



Curt Nichols, Principal

### RECENT PROJECTS

- Courthouse Square Reunification, Santa Rosa, California. This landmark project has restored Santa Rosa's downtown square, originally dedicated in 1854, to its historic configuration. By removing the portion of Mendocino Avenue that had bisected the square since 1966 and reinstalling the side streets that originally framed the square, the east and west sides have been reunified to create a central gathering place in the heart of downtown where the community can enjoy a wide range of events. The design features a central green in the form of the footprint of the original courthouse surrounded by permeable paving and flanked by bosques of London Plane trees. Curt was the principal-in-charge and project manager for the design team.
- Finali Park, Santa Rosa California. Finali Neighborhood Park sits on 2.8 acres of land adjacent to the 390-unit Annadel Apartment complex, and features a community garden, dog park, large playground structure, tot lot, walking paths, barbeque area, picnic tables and multiple grassy areas. The park is named for the family that farmed the land for generations. Curt was the principal-in-charge.
- A Place to Play, Santa Rosa, California. A Place to Play is an 82-acre community park and sports field complex which uses reclaimed water for irrigation. Design of the park involved a series of community meetings and the ultimate design was significantly influenced by local neighborhood leaders. Site drainage is collected in the reclaimed water storage pond and recycled for irrigation. Curt managed all aspects of the design of the park through the community meeting process, environmental review, entitlement process, construction documents, and construction. Cost for the first two phases of construction was approximately \$8 million.



Courthouse Square Reunification  
Santa Rosa, California



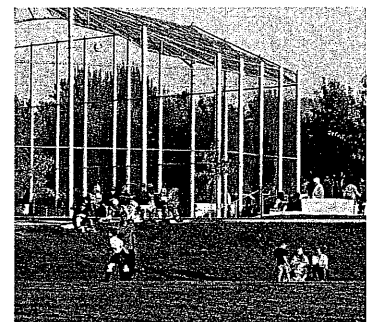
Finali Park,  
Santa Rosa, California

### EDUCATION

B.S. in Environmental Planning & Management - Landscape Architecture,  
University of California, Davis, 1979

### PROFESSIONAL REGISTRATION & AFFILIATIONS

- Registered Landscape Architect, California RLA #2788
- LEED® AP
- Congress for the New Urbanism
- Sonoma Co. Ag Preservation & Open Space District – Advisory Committee
- Sonoma County Transportation Authority – Citizens Advisory Committee
- City of Santa Rosa Design Review Board, 2001-2004
- Sonoma County Alliance Executive Committee – President 2013
- Leadership Santa Rosa



A Place to Play  
Santa Rosa, California

## Briana Morrison – Landscape Architect

### PROFESSIONAL ACCOMPLISHMENTS

Briana joined Carlile ▪ Macy in 2014, bringing with her the knowledge and experience gained while working as a municipal parks project manager and a residential landscape designer. With ten years of design, construction administration, and community outreach experience, Briana is skilled at keeping projects organized and moving forward. Adept at digital drafting and graphic rendering, Briana has worked on a number of projects for Carlile ▪ Macy while producing concepts, graphics, and construction documents.

### RECENT PROJECTS

- Courthouse Square Reunification, Santa Rosa, California. This landmark project has restored Santa Rosa's downtown square, originally dedicated in 1854, to its historic configuration. By removing the portion of Mendocino Avenue that has bisected the square since 1966 and reinstalling the side streets that originally framed the square, the east and west sides have been reunified to create a central gathering place in the heart of downtown where the community can enjoy a wide range of events. The design features a central green in the form of the footprint of the original courthouse surrounded by permeable paving and flanked by bosques of London Plane trees. Briana assisted with facilitation of community meetings as well as preparation of the master plan and graphic exhibits.
- Finali Park, Santa Rosa, California. Finali Neighborhood Park sits on 2.8 acres of land adjacent to the 390-unit Annadel Apartment complex, and features a community garden, dog park, large playground structure, tot lot, walking paths, barbecue area, picnic tables and multiple grassy areas. The park is named for the family that farmed the land for generations. Briana assisted in preparing construction documents, developing details, and managing construction observation and administration.
- The Annadel, Santa Rosa, California. The Annadel is a 390-unit transit-oriented market rate rental apartment project on approximately 16 acres on an infill site in northwest Santa Rosa. Located within ½ mile of the planned SMART commuter rail station and within ¼ mile of the Coddington regional shopping center, it provides the option of a walkable lifestyle for residents. The final phase of construction is being completed in 2018. Briana assisted in development of construction documents and provides construction administration services.
- Park Improvement & Development Projects, Arlington, Texas. As a Parks Project Manager, Briana specialized in providing a full scope of services for parks Capital Improvement Projects as well as park development projects. Services included conceptual master planning, RFQ and RFP coordination, bid solicitation, public outreach, site acquisitions, budget reporting, construction document quality control, and construction administration. Briana worked on a vast array of projects, including skateparks, accessible pathway improvements, development of natural areas, playground renovations, shade structure installations, and monument signage.

### EDUCATION

B.L.A. in Landscape Architecture, Texas A&M University, College Station, 2009

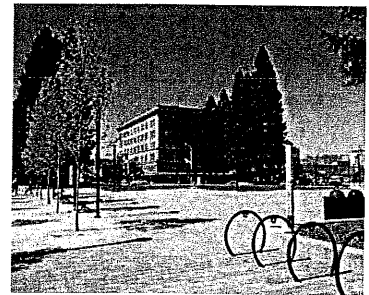
### PROFESSIONAL REGISTRATION & AFFILIATIONS

- Licensed Landscape Architect, California LLA #6329
- LEED® AP

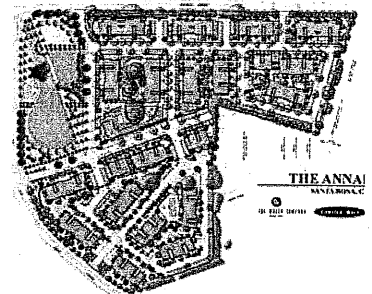
CIVIL ENGINEERS ▪ URBAN PLANNERS ▪ LAND SURVEYORS ▪ LANDSCAPE ARCHITECTS



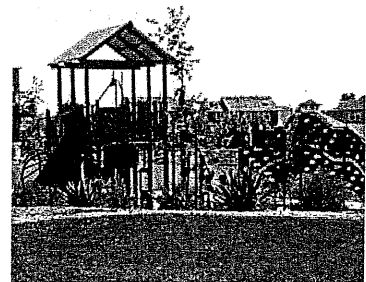
Briana Morrison  
Landscape Architect



Courthouse Square Reunification  
Santa Rosa, CA



The Annadel  
Santa Rosa, California



Finali Park  
Santa Rosa, CA



## Steve Kovanis – Landscape Architect

### PROFESSIONAL ACCOMPLISHMENTS

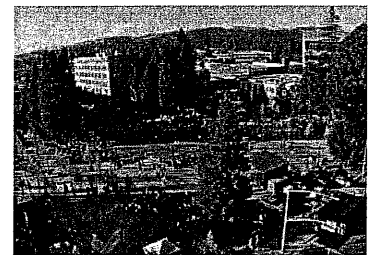
Steve has accumulated diverse landscape experience over his career ranging from design/build construction projects to lead designer and project manager in multi-disciplinary design firms. As a registered landscape architect, he takes great pride in attention to detail, providing clear communication, and designing outstanding projects for his clients. Steve has lectured on sustainable landscape design principles for public outreach programs as well as at training seminars for public agency employees. Passionate about land stewardship, water conservation and ecology, Steve incorporates the benefits of nature's services equally with project aesthetics to create exceptional designs.



Steve Kovanis  
Landscape Architect

### RECENT PROJECTS

- Courthouse Square Reunification, Santa Rosa, California. Steve's contributions included designing a highly efficient irrigation system that met the requirements of Santa Rosa's updated WELO ordinance for the 2-acre site. One challenge was connecting an existing 48 zone irrigation system to the new upgrades and single point of connection. His knowledge of state and local landscape ordinance requirements was instrumental in moving the construction documents through the City's Water Conservation review process to secure a building permit.
- Santa Rosa Community Health Centers, Santa Rosa, California. SRCHC contracted Carlile • Macy to provide engineering and landscape architecture design services for a major renovation project on North Dutton Avenue. Exterior upgrades at the site included new accessible paths of travel, parking facilities, utility design, plaza design, site furnishings, and planting and irrigation upgrades. Steve worked closely with the client and project team to design construction documents for the renovation. The landscaping featured low water use and low maintenance plantings with vivid color and texture. New pavement in the entry plaza is joined by accessible concrete walkways from the parking lots and existing City sidewalk.
- Laguna Treatment Plant, Santa Rosa, California. Our firm was selected through the City's RFP process to design construction documents for replacing 5 acres of turf to native, low-water use landscape at the water treatment facility on Llano Road. After initial discussions with City staff and reviewing the project goals and budget, the project turned into a master planning exercise to investigate the site's potential. Steve developed a series of master plans for a significant portion of the property that is open to and experienced by the public. Sustainable, low impact development design features, outdoor classrooms, and interpretive signage were among proposed amenities that would provide inspiration to visitors for projects they could implement at home.



Courthouse Square  
Santa Rosa, CA



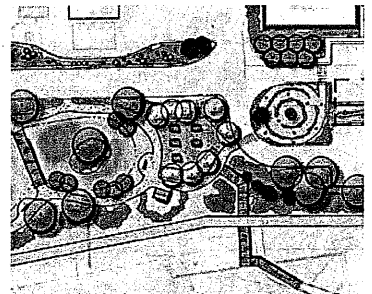
SRCHC  
ADA-compliant concrete walk and low  
water use landscaping  
Santa Rosa, CA

### EDUCATION

Bachelor of Landscape Architecture, California Polytechnic State University,  
San Luis Obispo, CA, 2009

### PROFESSIONAL REGISTRATION & AFFILIATIONS

- Registered Landscape Architect, California RLA #6197
- Russian River-Friendly Landscape Professional – Design and Maintenance Qualifications, 2013-Current
- American Society of Landscape Architects
- Leadership Santa Rosa Class 34
- Sonoma County Alliance



Educational opportunities and outdoor  
classroom at Laguna Treatment Plant  
Santa Rosa, CA

## Mark Hale – Principal, Civil Engineer

### PROFESSIONAL ACCOMPLISHMENTS

Mark Hale brings two decades of civil engineering site design and project management experience to his current role as partner with Carlile ■ Macy. As lead civil engineer and partner, Mark oversees the engineering team and manages projects from entitlement approval through construction document creation and approval, construction inspection and contract administration. Mark has been involved in the design and construction of numerous parks and public facilities in Northern California. Additionally, he has designed public projects that both enhanced the pedestrian experience and provided accessible routes along public streets.

### RECENT PROJECTS

- Courthouse Square Reunification, Santa Rosa, California. This landmark project has restored Santa Rosa's downtown square, originally dedicated in 1854, to its historic configuration. By removing the portion of Mendocino Avenue that has bisected the square since 1966 and reinstalling the side streets that originally framed the square, the east and west sides have been reunified to create a central gathering place in the heart of downtown where the community can enjoy a wide range of events. The design features a central green in the form of the original courthouse surrounded by permeable paving and flanked by tree bosques of London Plane trees. Mark was the lead civil engineer.
- A Place to Play, Santa Rosa, California. An 82-acre park, which will ultimately consist of 12 playing fields, 2 large ponds, and a variety of smaller recreational facilities. The park uses reclaimed water for irrigation on the site. Design of the grading, drainage, utilities, and streets and parking was balanced with the aesthetics and functions of the park. Drainage is collected in the reclaimed water storage pond and recycled for irrigation. Mr. Hale was the project engineer. The cost for the first two phases of construction was approximately \$8 million.
- Al Patch Park, Vacaville, California. This 34-acre project includes five softball fields, an all-weather synthetic running track surrounding a football/soccer field, restroom/concession building, and associated parking. The site was extremely flat with the potential for flooding problems. Carlile ■ Macy created an innovative on-site drainage detention system for alleviating this potential problem. Mark was the project engineer.
- St. Helena High School, St. Helena, California. A complete renovation of the existing stadium including new synthetic turf football/soccer field, new all-weather synthetic track, and new facilities for field events. The project posed challenges for accommodating stormwater, which were addressed by an innovative system combining detention and infiltration to avoid increasing downstream flows through the campus. Carlile ■ Macy assisted with layout refinement and horizontal control and provided the engineering design for grading and drainage. The project was completed in 2007. Mark was the project engineer.

### EDUCATION

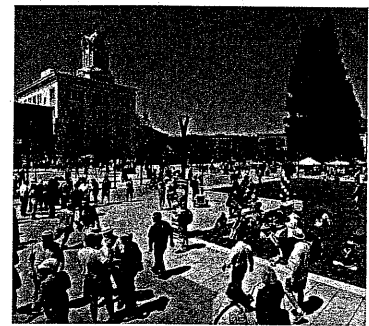
B. S. in Civil Engineering and Mechanical Engineering (double major),  
University of California, Davis, 1985

### PROFESSIONAL REGISTRATION & AFFILIATIONS

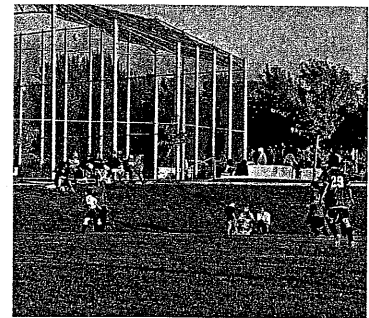
- Registered Civil Engineer, California, RCE #43973
- City of Santa Rosa Design Review Board 2012-2013
- American Society of Civil Engineers
- American Council of Engineering Companies of California
- American Public Works Association
- Leadership Santa Rosa Class 21



Mark Hale  
Principal, Civil Engineer



Courthouse Square  
Santa Rosa, California



A Place to Play  
Santa Rosa, California



Al Patch Park  
Vacaville, California

**Following are brief résumés for subconsultants and Carlile ■ Macy staff who will be involved in the project.**

### **Carlile ■ Macy**

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**Pete Crudo, Civil Engineer** Pete joined Carlile ■ Macy in 2007 with a background in home construction and surveying. Over the past decade, he has advanced to the position of project manager and has gained significant experience in grading and drainage, stormwater management, site development planning, and infrastructure design. Pete is a California Registered Civil Engineer #76847.

**Jon Olin, PLS, Professional Land Surveyor** Jon is a professional land surveyor with more than 35 years of experience. Jon oversees preparation of records of survey, right-of-way surveys, ALTA surveys, parcel maps, final maps, and legal descriptions. Jon is a registered California Professional Land Surveyor #590.

**James Smith, PLS, Professional Surveyor, Party Chief** James has been leading the day-to-day field activities of the Carlile ■ Macy surveying staff for many years. James's experience with a wide variety of survey projects at various scales ensures that Carlile ■ Macy surveys are conducted in the most effective and efficient manner. James is a registered California Professional Land Surveyor #8185.

### **Guttman & Blaevoet, Lighting & Electrical Engineering**

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**Victor Steffen, Principal, Electrical Engineer** Victor brings over 40 years of experience in electrical design for commercial, industrial, higher education, labs, civic/cultural, and data center projects. He specializes in underground power distribution, and lighting, with a focus on sustainable design features.

### **Bauer Associates, Geotechnical Engineering**

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**Bryce Bauer, Principal** Bryce Bauer has been project manager for design, and construction for over 30 years. His experience includes parks and trails, school facilities, commercial, residential and industrial projects, winery and airport facilities, storage tanks, multi-story buildings and landslide repairs. He has worked with and for public and private clients. California registrations include California Geotechnical Engineer # 2139 and California Civil Engineer #36130.

### **ZFA Structural Engineers**

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**Kevin Zucco, Executive Principal** Kevin brings 25 years of experience in structural design and analysis of a wide variety of projects including public and private parks, athletic facilities, and community centers throughout Northern California. Kevin's community involvement in Santa Rosa runs deep and the reconstruction of Coffey Park is very important to him.

## Project Understanding Narrative

Coffey Neighborhood Park is a roughly 5.9-acre park located in the center of the Coffey Park residential community in northwest Santa Rosa. The park, beloved by neighbors and families and used heavily on a daily basis, was severely damaged in the October 2017 firestorm along with the destruction of the majority of homes in the surrounding area. Immediately after the fire, the park served as a hub and gathering place for grieving residents as they sifted through the ashes of their homes. Almost a year later, a melted irrigation system has caused the grass to die, and damaged play equipment and burned trees continue to remind the rebuilding neighborhood of the hellish night that forever changed their lives.

The City of Santa Rosa is soliciting proposals from qualified design firms to provide landscape architecture design services for the reconstruction of Coffey Neighborhood Park. The selected consultant will contract with the City under a Professional Services Agreement and assist the City with community outreach by preparing and presenting park master plans, developing a bid set of construction documents, and providing construction administration services. Additionally, the design consultant will coordinate and collaborate with a City-selected artist for an installation (unknown media, type of installation, or theme) to be incorporated into the park.

Carlile • Macy is uniquely qualified to assist the Coffey Park community and the City with the rebirth of Coffey Neighborhood Park. Besides our extensive professional experience, we have strong personal bonds to the park as well. Several of our staff are long-term members of the Coffey Park community,

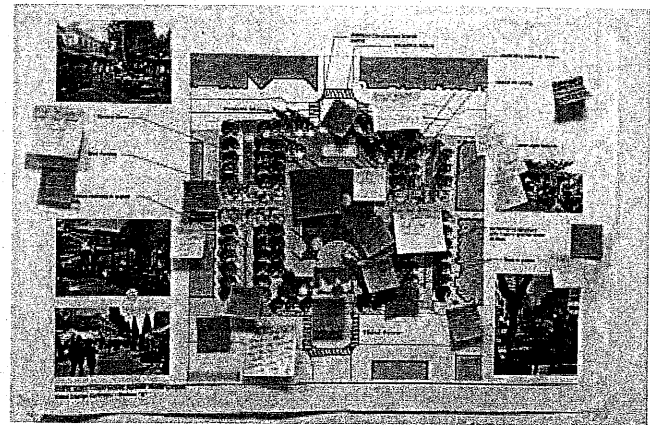
having lived and raised their families there for over 30 years. Others have lived there only a few years or lived there previously. After the fires, our office family grieved with them, listened to their stories, and joined the wider community's efforts in helping Santa Rosa rebuild and heal. We understand very clearly how important Coffey Neighborhood Park is to the displaced residents and what rebuilding it means. Listening to the community's input with open ears will be our first and highest priority. We will translate the feedback and desires into illustrative visual aides, then develop a constructable design which synthesizes the community's wants, meets the City's requirements, and fits within the allotted budget.

The City has provided a preliminary arborist report and is in the process of determining if any toxic soils or debris exist in the park. Soil removal will take place in early 2019 and will likely necessitate some minor site grading. Existing drainage systems appear to be functioning and undamaged and should be utilized in the final design.

For the community outreach component of this project, the consultant will assist City staff with reviewing and summarizing comments from a public meeting held on August 8, 2018. Two additional public meetings, public survey results, and any written or phoned-in comments will form the basis of community input for this project. It is anticipated, based on comments from the August meeting, that residents would like the park to be reconstructed much as it previously existed. Some minor modifications, such as combining play equipment areas, will be driven by community input and reflected in the master plan concepts.



*A large crowd at the second community meeting for the Courthouse Square Reunification project in Santa Rosa*



*Participants placed colored dots and sticky notes on various poster-size concepts hung around the room*



## Project Work Plan

Ultimately, a neighborhood-supported final master plan will be presented to the Board of Community Services and then City Council for approval. Preparation of construction documents will begin concurrent with City Council review, and the plans ideally will be ready for bidding in late summer 2019.

The project is on an accelerated schedule to provide residents with a much-beloved neighborhood amenity as quickly as possible. The park has been the central hub of neighborhood activity for decades, and residents are eager to have access once again. The City has committed to assisting those affected by the fires by prioritizing rebuild projects. The importance of rebuilding of Coffey Neighborhood Park is symbolic of the resilience and determination of residents to reconstruct their lives as the neighborhood rises from the ashes.

### Detailed Project Understanding

#### Current Conditions

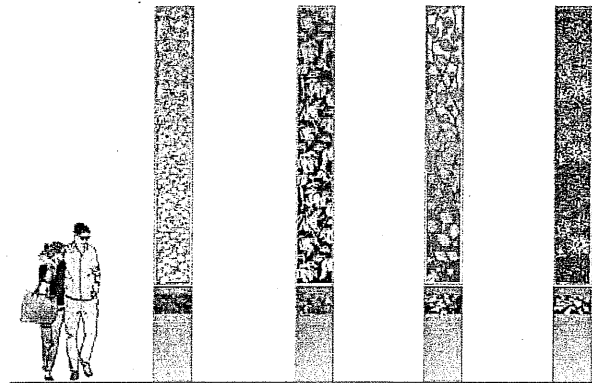
- Soil testing complete – likely no toxins. Soils will be scraped – amount and locations to be determined and shared with the Consultant in January 2019. Site demo and scraping should occur in April 2019.
- Perimeter bollards to be removed and replaced with similar elements to keep vehicles out.
- Consultant is responsible for providing accurate topography of post-demo conditions for use in preparing construction documents.

#### Park Design

- Community input so far indicates a desire to put back in the park what was there before. Park was heavily trafficked with daily users from the neighborhood and was well-maintained.
- New monument sign(s) needed. City is open to new design ideas, and the community may have strong input



*Installed art light columns*



*Santa Rosa Old Courthouse Square art light column concepts*

on these. Some neighbors have rebuilt one of the wooden signs.

- Existing play structures to be demolished; unknown conditions below grade. New play structures should be near each other and set back from the street for safety. Wood chips are preferred to rubberized surface for maintenance. There is no preferred vendor for equipment, although the vendor should be a cooperative purchase participant.
- Existing concrete paths to be utilized, if practical. ADA compliance should be checked.
- Relocate drinking fountain(s) near play structures and include a jug filler.
- Additional site amenities are being considered by the community, including a dog park, community garden, and half basketball court.

#### Utilities

- Points of connection for irrigation will be provided, but domestic water service location will need to be coordinated with City for drinking fountains.
- New backflow preventer and complete irrigation system will be required. Irrigation equipment will meet current Recreation and Parks standards.
- There is an electrical meter. There may or may not be additional site lighting for security, depending on community feedback.

#### Art Component

- City will select an artist who may or may not participate on the design team, depending on community desires.
- Consultant will coordinate with artist, City staff, and community as required based on art concept

#### Administrative Requirements

- Project billing will be divided between FEMA and non-FEMA reimbursable work.

## Project Approach Narrative

Our approach to rebuilding Coffey Neighborhood Park is to deliver a renovated park that directly responds to input from the stakeholders—the residents of the Coffey Park community and City staff. Our process begins by first reviewing community feedback and City staff input as well as examining record plans, the arborist report, and other existing documentation. We will use this information to determine what worked well within the park, what did not, and identify any potential new opportunities or community desires.

This project will include incorporation of the City-selected artist. Ideally, the artist will be engaged at the start of the project and participate in the public outreach meeting, development of the master plans, design development, and preparation of construction documents. The artist will provide concept proposals that follow the Criteria for Reviewing Concept Proposals in the Santa Rosa Public Art Master Plan. The selected artist and the concept proposals will be presented to the Art in Public Places Committee prior to presentation of the Coffey Neighborhood Park Final Master Plan to the City Council.

In order to meet the desired park opening date in winter 2019, the Master Plan approval, construction documentation, and permit submittal processes must adhere to an accelerated schedule. Our team will be proactive in scheduling work concurrently to keep the project moving forward. A kick-off meeting and preliminary Master Plan concepts review will occur with

City Staff prior to the December 2018 public meeting. A final Master Plan will be presented to the City Council in February 2019 while design development and construction drawings begin. In order to avoid impacts to the schedule associated with the demolition and soil scraping that will occur in April 2019, we will prepare a topographic survey of the site's existing conditions and utilize assumed tree, equipment, and soil removal information provided by the City in January 2019 for use in preliminary design development. After demolition is complete, we will supplement the topographic survey with new information in order to finalize construction drawings.

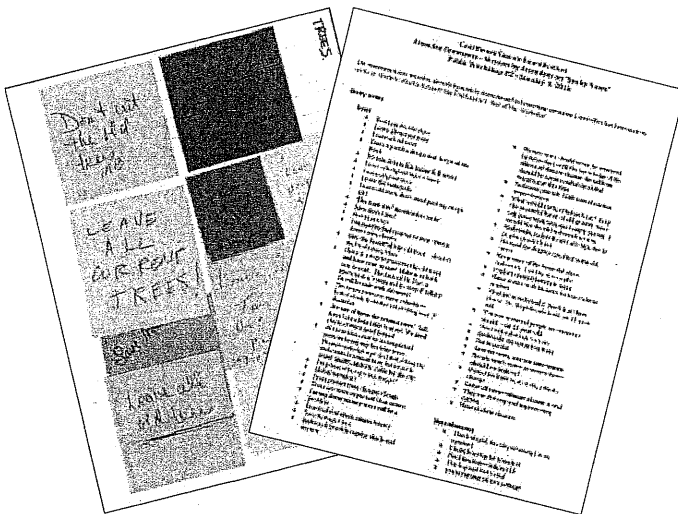
Maintaining open communication with Recreation and Parks Staff and early outreach to the Building Department will greatly aid in meeting the goals of the accelerated schedule. Even though the City has prioritized rebuild projects, we understand the review process can be time-consuming. Our past experience with City of Santa Rosa projects, including many parks and those with compressed time lines, will be beneficial for this project. Our familiarity with Recreation and Parks design standards, Building Department submittal processes, and the project site will limit unnecessary work that would otherwise extend the review process and project time line. Our strong relationships with City staff and our in-house quality control will be vital to creating plans that are complete and easy to understand for plan submittals and construction.

## Detailed Project Approach

### Task 01: Master Plan Development and Public Outreach (18 weeks)

The goal of this task is to develop a City Council-approved Master Plan for the renovation of Coffey Neighborhood Park with public participation.

- 1.1 Kick-off meeting with City staff to introduce team—Collect previous public input and project data, drawings, etc. Confirm project understanding and schedule. Identify potential for delays and discuss a plan to navigate them.
- 1.2 Review City-provided information—including: soils testing report for toxic materials, arborist report, and record site, planting, irrigation, grading, and drainage plans



For Old Courthouse Square, all public workshop sticky notes, open microphone comments, and e-mailed or phoned comments were scanned, photographed, and/or typed for posting online

- 1.3 Complete aerial topographic survey of current conditions—Supplement with ground shots to begin preliminary studies and confirm any site accessibility or drainage issues
- 1.4 Prepare site background drawing for use as base for design team
- 1.5 Review input collected by City staff through public meetings, a public survey, and written or phone submissions and synthesize into design program—Prepare summary for posting on the City's project website
- 1.6 Develop alternative conceptual plans to implement the design program and review with City staff—Staff review is anticipated in the form of a roundtable meeting with representatives from the Recreation and Parks Department
- 1.7 Present alternative plans at Public Meeting #2—This meeting will be designed to receive public input on alternative plans toward refining the alternatives into one plan. Public feedback will be synthesized into summary for posting on the City's project website.
- 1.8 Refine alternative plans into one Master Plan in response to public input and review with City staff
- 1.9 Present refined Master Plan at Public Meeting #3—This meeting will be designed to receive community approval of a plan prior to City Council approval. Public feedback will be synthesized into summary for posting on the City's project website.
- 1.10 Revise Master Plan based on public input and review with City staff
- 1.11 Prepare preliminary opinion of probable cost
- 1.12 Present Master Plan to Board of Community Services for approval
- 1.13 Present Master Plan to City Council for approval

- 1.14 Revise Master Plan in response to City Council direction (if needed)

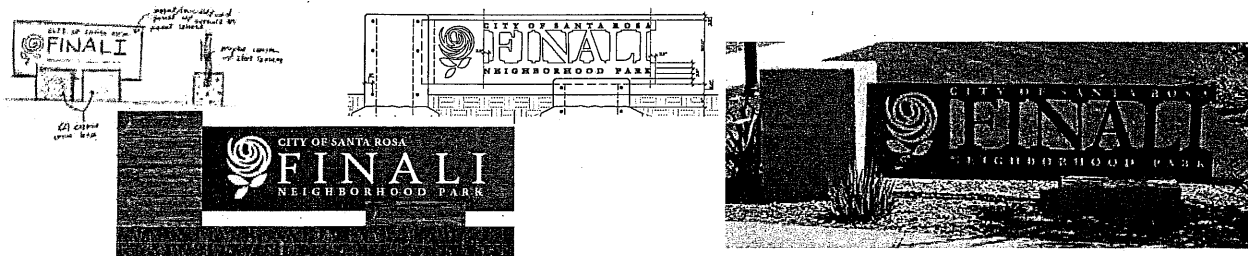
## Deliverables

- Public input summaries in PDF form for posting on City's project website
- Materials for Public Outreach Meeting #2 and #3 including site analysis, full-size printed graphics, and PowerPoint presentation
- Design program outlining uses and activities to be accommodated and design features to be included based on previously-collected public input
- Up to 4 alternative conceptual plans rendered in color illustrating design concepts
- Master Plan rendered in color
- Preliminary opinion of probable cost

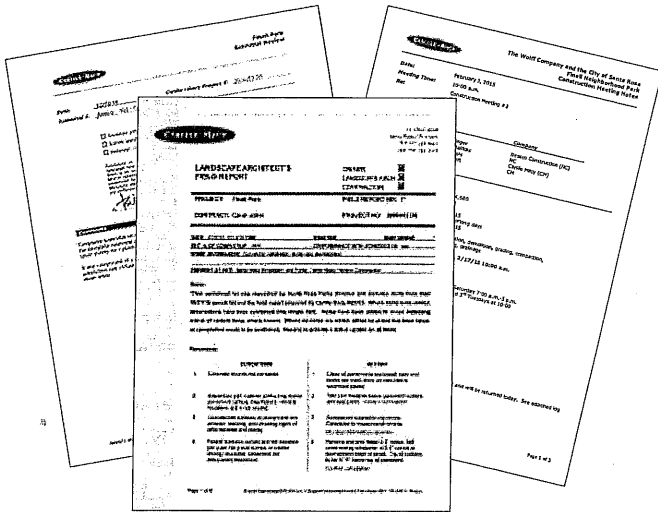
## Task 02: Design Development (4 weeks, Concurrent with Master Plan Development)

This task will refine the Master Plan design to provide additional design detail at a level of approximately 30% complete construction documents.

- 2.1 Conduct additional topographic surveys after demolition and soil scraping is complete to supplement and update previously-prepared topographic mapping—Anticipated in April 2019
- 2.2 Prepare preliminary grading and storm drainage plans
- 2.3 Prepare preliminary design for site lighting, fixture selection, and overall site electrical, if necessary
- 2.4 Prepare preliminary design detailing for site features, furnishings, and public art (if required)
- 2.5 Preliminary layout and selection of paving materials and monument sign(s)



Monument signage designed for Finali Neighborhood Park, from concept to completion



Submittal reviews, field reports, construction meeting notes, and various construction administration documents prepared for Finali Park

- 2.6 Preliminary selection of plant materials for review with Recreation and Parks Department staff
- 2.7 Preliminary selection of irrigation system components for review with Recreation and Parks Department staff
- 2.8 Prepare preliminary opinion of probable cost (30%)
- 2.9 Prepare preliminary specifications (30%)

**Deliverables:**

- 30% construction documents, cost estimates, project timelines, and specifications to Recreation and Parks Department for review, and revise as necessary based on feedback

**Task 03: Construction Documents (19 weeks)**

This task will complete the preparation of 100% construction documents.

- 3.1 Conduct soil sampling, perform lab analysis, and prepare soil conditioning schedule for long-term health of existing trees to remain and new plantings—Per City of Santa Rosa WELO Ordinance
- 3.2 Prepare domestic water connections plan
- 3.3 Prepare SWPPP
- 3.4 Prepare erosion control plan
- 3.5 Prepare site layout/horizontal control plan
- 3.6 Prepare site grading and storm drainage plans

- 3.7 Prepare electrical plans including lighting and power for all site features, if necessary
- 3.8 Prepare construction detailing of all site elements, paving, and site furnishings
- 3.9 Prepare landscape planting plans and details
- 3.10 Prepare irrigation plans and details including WELO compliance documentation
- 3.11 Provide geotechnical consultation and review of construction documents for conformance
- 3.12 Prepare technical specifications for all construction (60%, 90%, 100%)
- 3.13 Provide opinion of probable cost (60%, 90%, 100%)
- 3.14 Submit For Building Permit And Address Plan Check Comments

**Deliverables**

- 60%, 90%, 100% construction documents, cost estimate, and specifications to Recreation and Parks Department for final approval, and revise as necessary based on feedback
- 100% bid set construction documents package to City Building Department, respond and revise as necessary to secure a Building Permit
- AutoCAD files and PDF plans, specifications, and relevant reports for City use



Pathway construction at Finali Park

**Task 04: Bidding & Construction (25 weeks)**

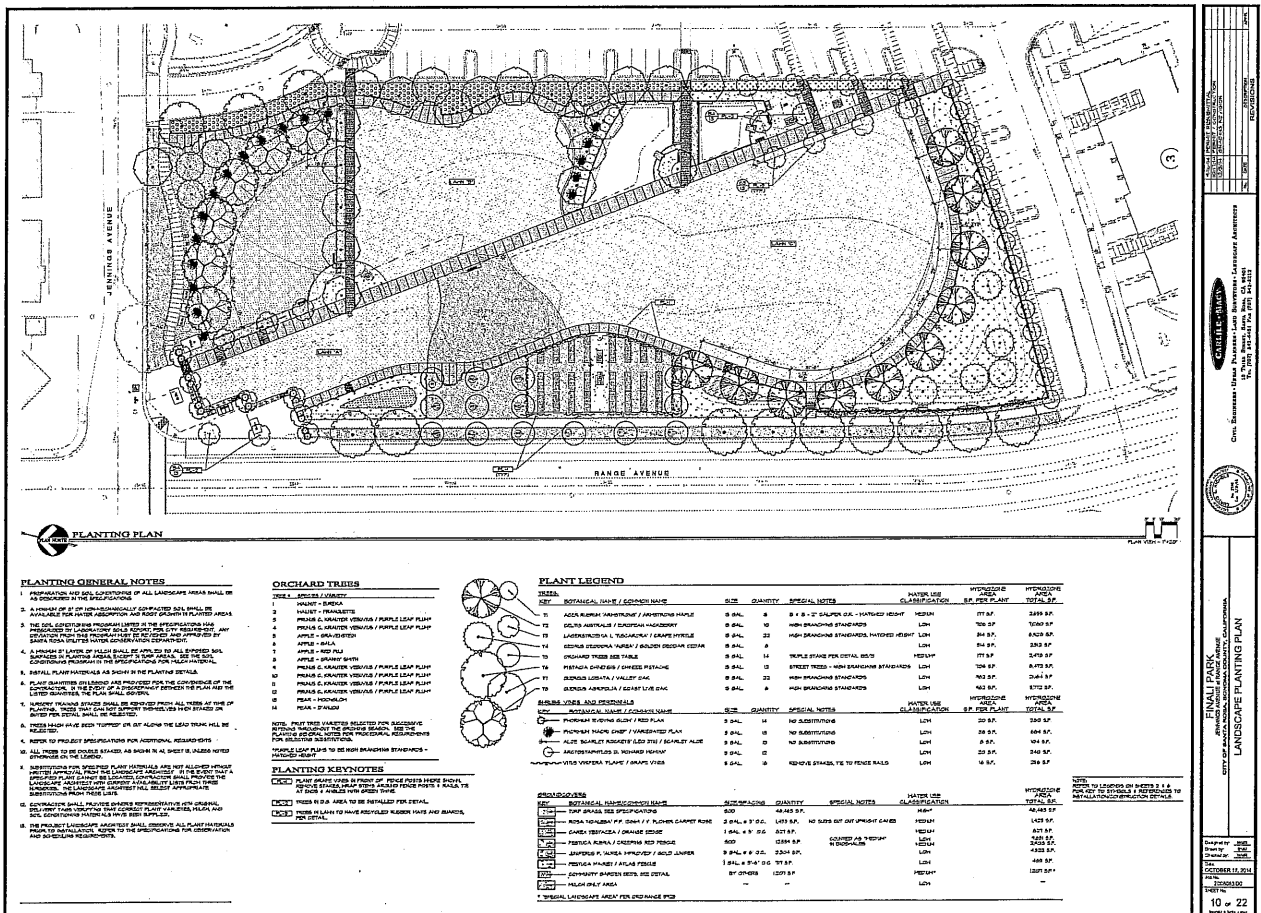
This task will provide bidding support to City staff and construction observation and administration services.

- 4.1 Support City staff during bidding process—Respond to technical questions from contractors
- 4.2 Hold pre-construction meeting with selected contractor and appropriate City staff
- 4.3 Attend biweekly construction meetings with contractor and provide as-needed construction observation—Provide meeting minutes and regular updates to City staff
- 4.4 Review and approve submittals—Coordinate with City staff
- 4.5 Prepare final construction punch list and project close-out documents—Coordinate with City staff

**Ability to Meet Project Schedule**

We are able to meet the project schedule presented in the RFP and will confirm the proposed timeline with City staff at a kick-off meeting. We anticipate roughly 9 months for completion of 100% construction documents, including review time for submittals and coordination. We understand the City would like the project construction to be completed in the end of 2019 and that any delays caused by community input will move the scheduled completion date into 2020.

Likewise, we are flexible with the schedule to meet City expectations and workloads. Our team understands that staff schedules, additional review and coordination time, or any number of other factors may affect the project timeline. We will work closely with City staff to keep the project on track and on schedule.



# Coffey Neighborhood Park

CARLILE · MACY

2019

Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

## Task 01: Master Plan Development & Public Outreach

Notification of selected consultant

- 1.1 Kick-off meeting with City staff to introduce team
- 1.2 Review City-provided reports and record plans
- 1.3 Complete aerial topographic survey of current conditions
- 1.4 Prepare site background drawing for use as base for design team
- 1.5 Review input collected by City staff & synthesize into design program
- 1.6 Develop alternative conceptual plans to implement the design program & review with City staff
- 1.7 Present alternative plans at Public Outreach Meeting #2
- 1.8 Refine alternative plans into one Master Plan in response to public input, & review with City staff
- 1.9 Present refined Master Plan at Public Meeting #3 and document public input
- 1.10 Revise Master Plan based on public input, and review with City staff
- 1.11 Prepare preliminary opinion of probable cost
- 1.12 Present Master Plan to Board of Community Services for approval
- 1.13 Present Master Plan to City Council for approval
- 1.14 Revise Master Plan in response to City Council direction (if needed)

## Task 02: Design Development

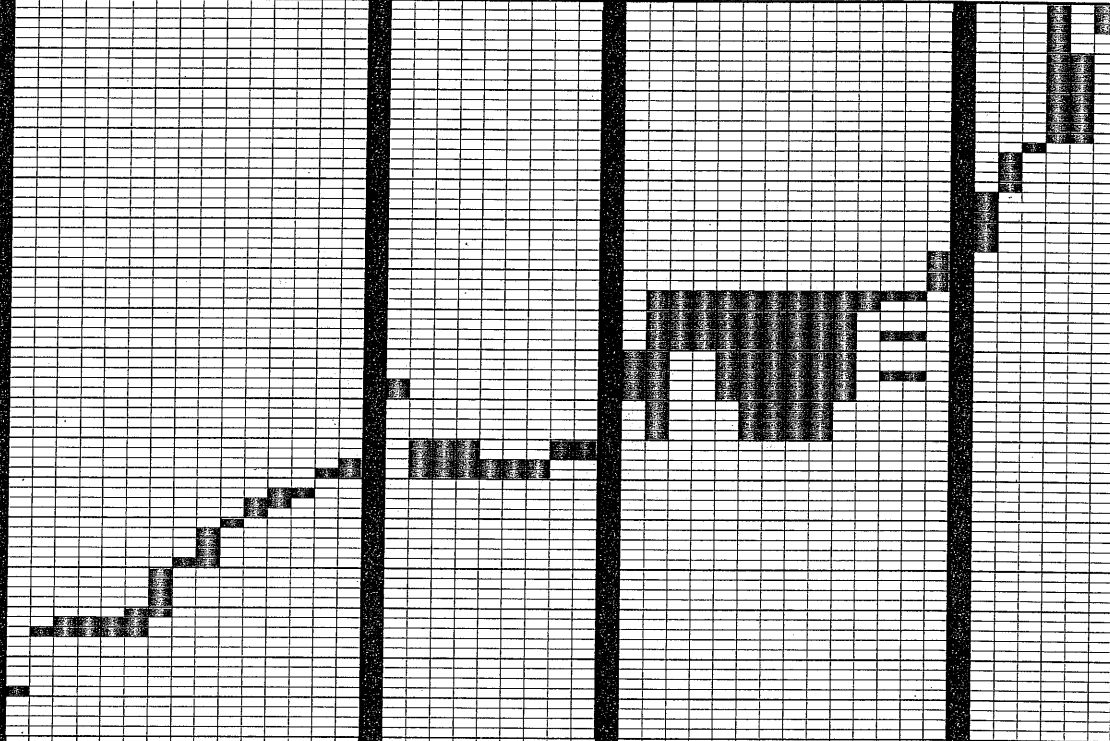
- 2.1 Conduct additional topographic surveys to supplement & update previously prepared topo
- 2.2 Prepare preliminary grading and storm drainage plans
- 2.3 Prepare preliminary design for site lighting, fixture selection, overall site electrical, if necessary
- 2.4 Prepare preliminary design detailing for site features, furnishings, and public art (if required)
- 2.5 Preliminary layout and selection of paving materials and monument sign(s)
- 2.6 Preliminary selection of plant materials for review with Rec. & Parks Dept. staff
- 2.7 Preliminary selection of irrigation system components for review with Rec. & Parks Dept. staff
- 2.8 Prepare preliminary opinions of probable cost (30%)
- 2.9 Prepare preliminary specifications (30%)

## Task 03: Construction Documents

- 3.1 Conduct soil sampling, perform lab analysis, and prepare soil conditioning schedule
- 3.2 Prepare domestic water connections plan
- 3.3 Prepare SWPPP
- 3.4 Prepare erosion control plan
- 3.5 Prepare site layout/horizontal control plan
- 3.6 Prepare site grading and storm drainage plans
- 3.7 Prepare electrical plans including lighting & power for all site features, if necessary
- 3.8 Prepare construction detailing of all site elements, paving, and site furnishings
- 3.9 Prepare landscape planting plans and details
- 3.10 Prepare irrigation plans & details including WELO compliance documentation
- 3.11 Provide geotechnical consultation & review of construction documents for conformance
- 3.12 Prepare technical specifications for all construction (60%, 90%, 100%)
- 3.13 Provide opinions of probable cost (60%, 90%, 100%)
- 3.14 Submit for building permit and address plan check comments

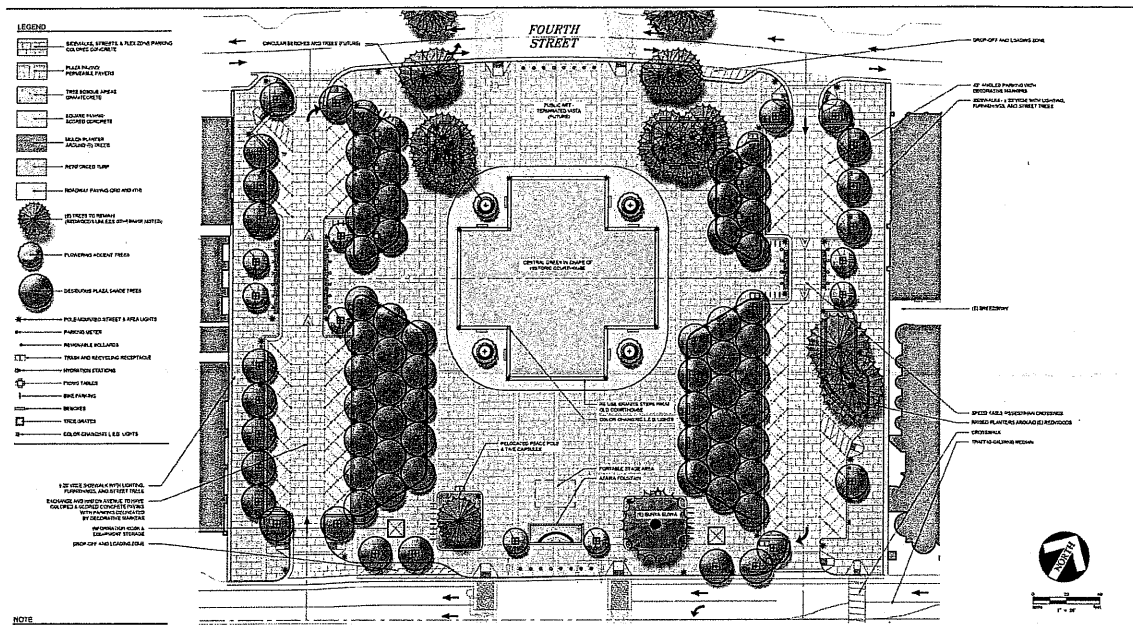
## Task 04: Bidding & Construction

- 4.1 Support City staff during bidding process  
Construction contract execution through City
- 4.2 Hold pre-construction meeting with selected contractor and appropriate City staff
- 4.3 Attend biweekly construction meetings and provide as-needed construction observation
- 4.4 Review and approve submittals
- 4.5 Prepare final construction punch list and project close-out documents for Phase 1



# Courthouse Square Reunification— Urban Redevelopment

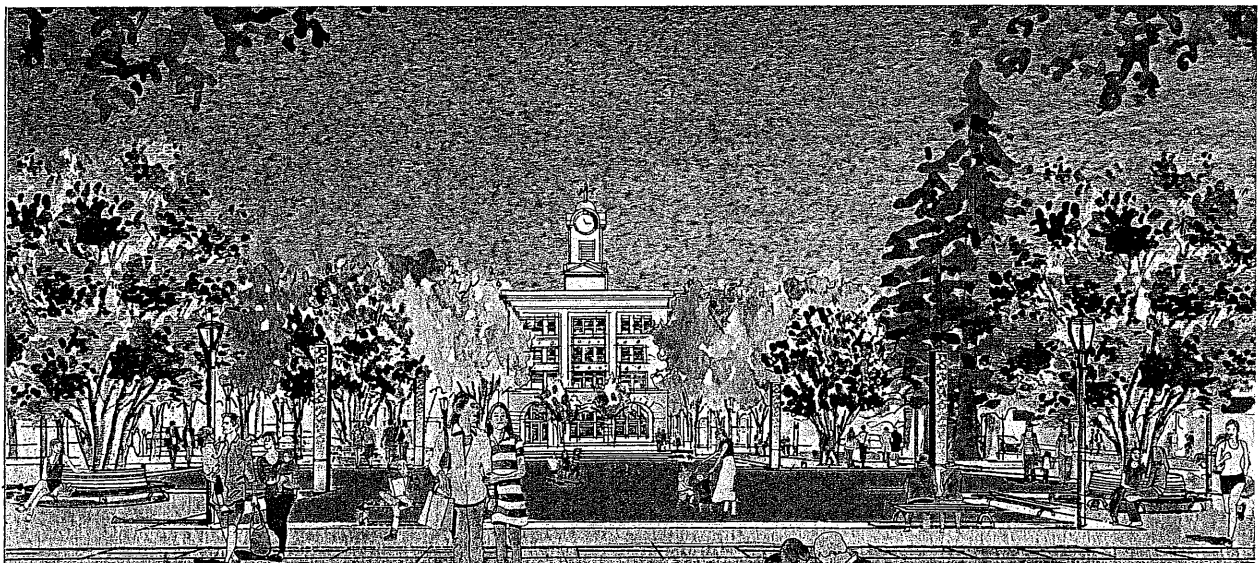
Santa Rosa, California



## Project description

Carlile ■ Macy was selected in November 2015 for the design of the reunification of Santa Rosa’s historic Courthouse Square; the project was completed in April 2017. The project team included Carlile ■ Macy’s landscape architects and civil engineers teaming with Vargas Greenan Urban Design. The team provided community outreach with several focused

meetings. The project required an intensive interdisciplinary design approach within Carlile ■ Macy in order to meet the fast track schedule. The final evolution of site design developed a large central open space with permeable paving and a central reinforced turf green in the footprint of the original courthouse outlined with salvaged granite from the courthouse steps. The central open space is flanked by sycamore



Rendering by Vargas Greenan

# Courthouse Square Reunification— *Continued*

Santa Rosa, California



*Rendering by Vargas Greenan*

bosques set in “Granitecrete” permeable paving. The courthouse footprint also features four custom programmable LED light columns with Luther Burbank botanical motifs. The design saved several of the existing large redwoods and one 150-year-old Bunya-Bunya tree. The terminus of the south axis of the square will feature a fountain with art panels by Ruth Asawa.

The project features a number of sustainable design elements, most notably innovative stormwater management that features the use of both extensive pervious paving and “Silva Cell” systems. The Silva Cell system not only provides stormwater retention and filtration but also provides an environment that will foster the growth of large-scale shade trees in an urban setting.

## Services provided

- Project scheduling to meet aggressive fast-track approval and construction timing
- Master planning and community outreach facilitation
- Landscape architecture including off-site tree procurement and fountain design
- Civil engineering including stormwater treatment design and calculations
- Urban design with master planning and special feature design

- Full schematic design, design development, contract documents, specifications, estimate of probable cost, bidding, and construction administration

## Staff involvement

Principal & Project Manager: Curt Nichols, landscape architect  
Mark Hale, lead civil engineer  
Briana Morrison, landscape designer & public meeting facilitation  
Steve Kovanis, irrigation design

## Contacts

Steve Dittmer  
Supervising Engineer, CIP Engineering Division  
City of Santa Rosa Transportation & Public Works  
Department  
69 Stony Circle  
Santa Rosa, CA 95401  
(707) 543-3847  
sdittmer@srcity.org

## Fees

Original Design Fee = \$755,741  
Additional Services = \$175,000  
Total \$930,741

Construction Cost = \$7,656,000



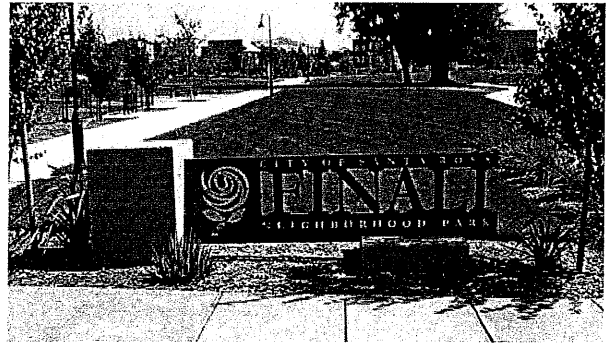
# Finali Park and Annadel Apartments – Neighborhood Park and Multifamily Residential

Santa Rosa, California

## Project description

Finali Neighborhood Park sits on 2.8 acres of land adjacent to the Annadel Apartment complex. The park features a community garden, dog park, large playground structure, tot lot, walking paths, a barbecue area, picnic tables and multiple grassy areas. The park is named for the family that farmed the land for generations.

The Annadel is a 390-unit transit-oriented market rate rental apartment project on approximately 16 acres on an infill site in northwest Santa Rosa. Located within ½ mile of the SMART commuter rail station and within ¼ mile of the Coddington regional shopping center, it provides the option of a walkable lifestyle for residents. The large heritage oaks on the site are preserved and incorporated into significant open space areas, which are linked to each other and to Finali Neighborhood Park which occupies a prominent corner location. The site plan is organized on a grid of tree lined neighborhood streets arranged in pedestrian-scaled blocks where pedestrians, bicycles, and vehicles are all welcome and comfortable. The first phase of the project was completed in the winter of 2015-2016. The final phase of construction is being completed in 2018.



Custom concrete and corten steel monument sign



Community garden



Thematic playground equipment

## Finali Park design details

- Low-water use landscape design, including large, drought-tolerant lawn and meadow areas
- Diversion panels in sidewalks to direct storm water runoff toward biofiltration basins
- Stylized paving patterns and colors
- Custom playground structures, featuring a farm and barnyard theme

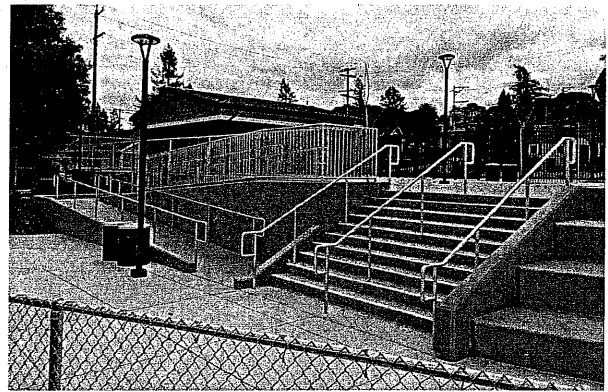
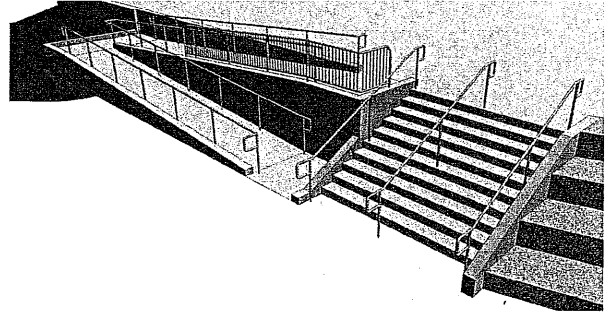
## Annadel Apartments design details

- Innovative stormwater management system combining reinforced bioswales to accommodate vehicle crossings along with bioretention for treatment, and a space for street trees
- Site plan organized on grid of tree-lined neighborhood streets arranged in pedestrian-scaled blocks to maximize walkability
- Open space areas created around preserved heritage oak trees maintain sense of place with site amenities such as play areas, bocce ball court, and picnic areas. The project also included a community garden used by the residents
- Low water use landscape using drought tolerant plantings and a water efficient irrigation system



# Petaluma High School Athletic Fields— Sports Field Complex

Petaluma, California



*New ramps and staircases were modeled in 3D prior to construction to visualize their connections and work out details*

## Project details

Carlile ▪ Macy and Quattrocchi Kwok Architects (QKA) were chosen to provide complete master plan and construction document preparation for Steve Ellison Field and Doug Johnson Track at Petaluma High School. The project included substantial ADA design upgrades for one of the oldest high schools in California. The overall project included design of new concessions building and ticket booth with restrooms, a 400-meter synthetic track, artificial turf soccer and football field, and field events including shot put, discus, pole vault, and jumps. Construction was completed in spring of 2018.

Our landscape architects and civil engineers led the track and field design with QKA Architects, as the Architect of Record, coordinating an expedited approval process through DSA. Other members of the team included:

- Miller Pacific Engineering Group: Geotechnical engineers
- O'Mahony & Myer: Electrical engineers
- ZFA: Structural engineers
- FRC Inc.: General Contractor

## Services provided

- Site topographic survey
- Development of a master plan in conjunction with school and district staff
- Design development and cost estimates
- Construction drawings and specifications
- Assistance during bidding
- Construction administration

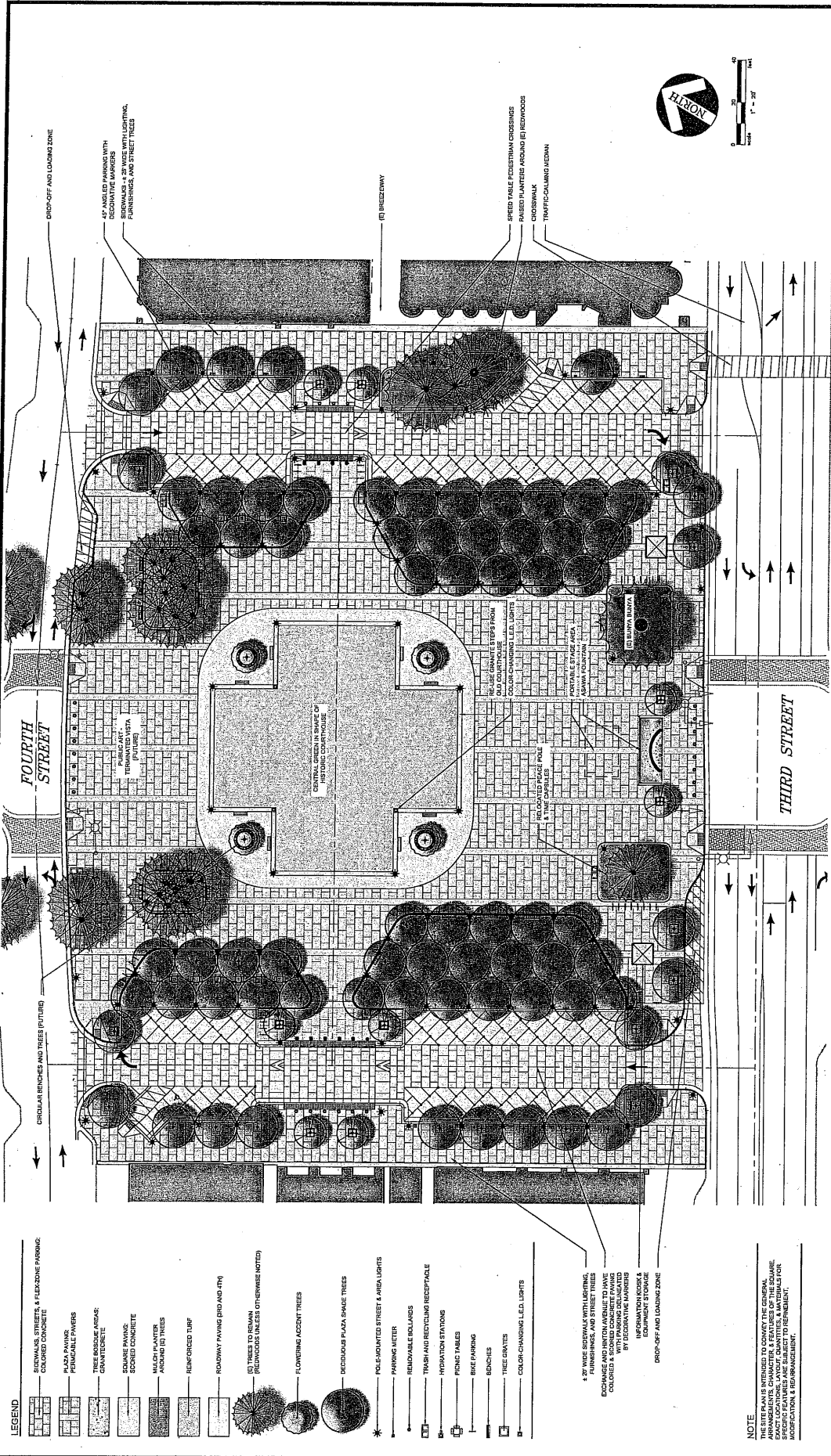
## Contact

Dave Ashe, Construction Manager, Petaluma City School District  
200 Douglas Street  
Petaluma, CA 94952-2567  
(707) 327-8788  
dashe@petk12.org

## Fees

Original Design Fee = \$308,500  
Additional Services = \$0  
Total \$308,500

Construction Cost = \$5,900,000



- LEGEND**
- SEWALKS, STREETS, & FLEXZONE PARKING: COLORED CONCRETE
  - PLAIN PAVING: PERMANIBLE PAVERS
  - TREE MOUNTAIN ARTIST: GRANITE
  - SQUARE PAVING: SMOOTH CONCRETE
  - WALKWAY MATS: WALKWAY MATS AROUND (O) TREES
  - REINFORCED TARP
  - ROADWAY PAVING (RD AND RTV)
  - (O) TREES TO REMAIN (REDWOODS UNLESS OTHERWISE NOTED)
  - FLOWERING ACCENT TREES
  - DECIDUOUS PLANA SHADE TREES
  - POLE-SUPPORTED STREET & AREA LIGHTS
  - PARKING METER
  - REMOVABLE ISLANDS
  - TRASH AND RECYCLING RECEPTACLE
  - HYDRATION STATIONS
  - FENCING
  - BENCHES
  - TREE GRATES
  - COLOR-CHANGING LED LIGHTS

42" WIDE SIDEWALKS WITH LIGHTING, EXCHANGE AND INFORMATION KIOSKS, COLORED & SMOOTH CONCRETE PAVING, AND INFORMATION KIOSKS & EQUIPMENT STORAGE BY DECORATIVE MOUNTAIN ARTIST.

**NOTE**  
 THE SITE PLAN IS INTENDED TO CONVEY THE GENERAL CONCEPTS, CHARACTERISTICS, & FEATURES OF THE SQUARE. SPECIFIC FEATURES ARE SUBJECT TO REFINEMENT AND MODIFICATION BY THE ARCHITECT.



# COURTHOUSE SQUARE REUNIFICATION

## Master Plan



SANTA ROSA, CA

APPROVED JULY 12, 2016



THIRD STREET

FOURTH STREET

DROP-OFF AND LOADING ZONE

42" WIDE SIDEWALKS WITH DECORATIVE MOUNTAIN ARTIST GRANITE, 4'x8' WALKWAY MATS AROUND (O) TREES, FURNISHINGS, AND STREET LIGHTS

(O) BICYCLEWAY

SPEED TABLE PEDESTRIAN CROSSINGS RAISED PLANTERS AROUND (O) REDWOODS CROSSWALK TRAFFIC-CALMING MEDIUM

RE-PAVED SIDEWALKS FOR STAIRS OLD COURTHOUSE COLOR-CHANGING LED LIGHTS

RE-PAVED SIDEWALKS FOR STAIRS OLD COURTHOUSE COLOR-CHANGING LED LIGHTS

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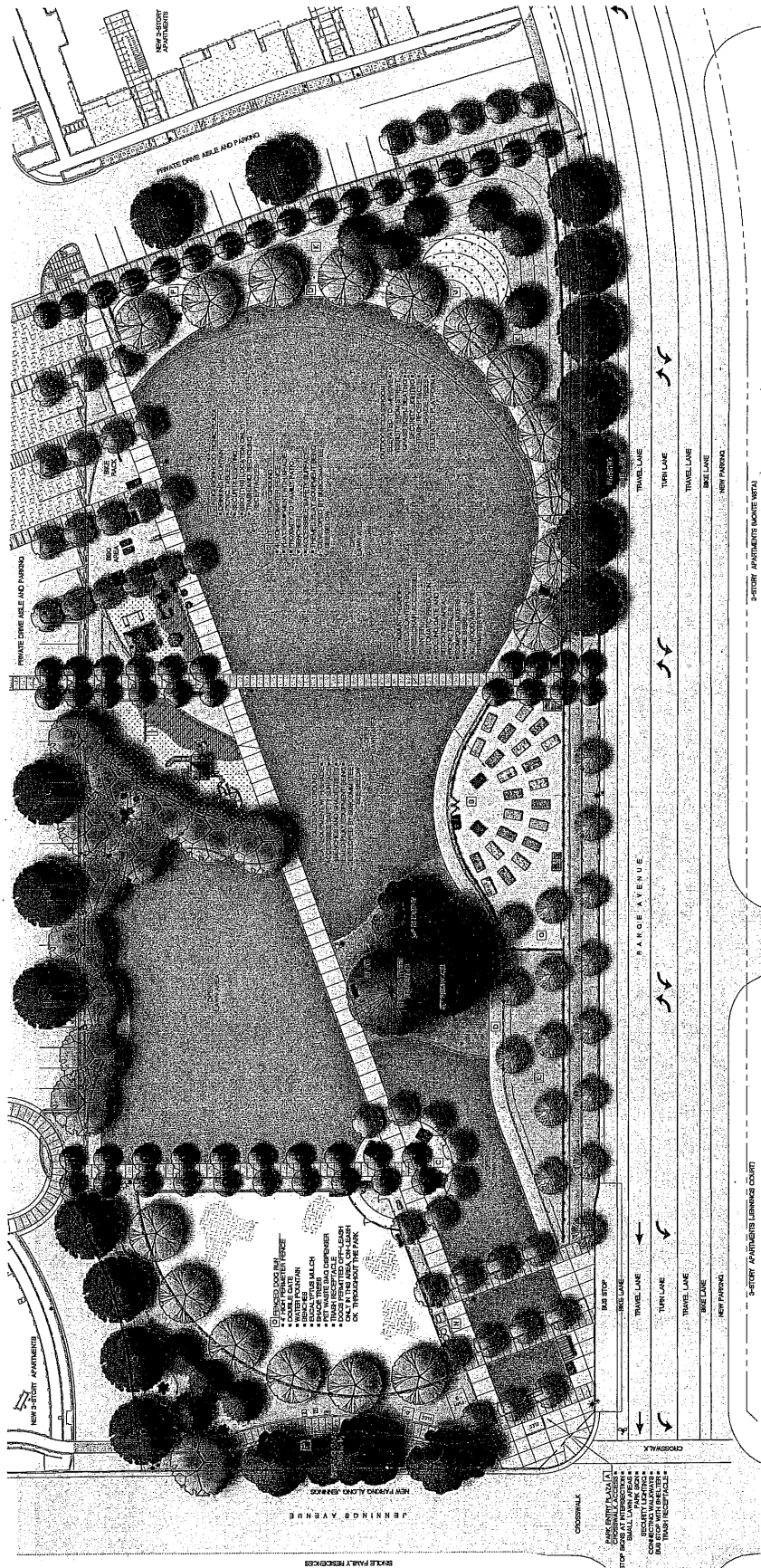
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RE-PAVED SIDEWALKS FOR STAIRS OLD COURTHOUSE COLOR-CHANGING LED LIGHTS



**PRELIMINARY PARK MASTER PLAN**

**Sheet: MP-1 of 1**

**APRIL 18, 2013**

**8-12 YEAR OLDS PLAYGROUND**

**6-12 YEAR OLDS PLAYGROUND**

**TOP LOT (2-5 YEAR OLDS)**

**TREES**

**KEY TO PARK FEATURES**

**LEGEND**

**GENERAL NOTES**

**PARK CONSTRUCTION BUDGET**

**GABRIEL MASTY**

43 Third Street, Santa Rosa, CA 95401  
 TEL: 707/544-4411 FAX: 707/543-2112  
 www.gabrielmasty.com

**C \* M 2006053-D0**

**Preliminary Park Master Plan**  
 Neighborhood Park - Range Ave. at Jennings Ave.

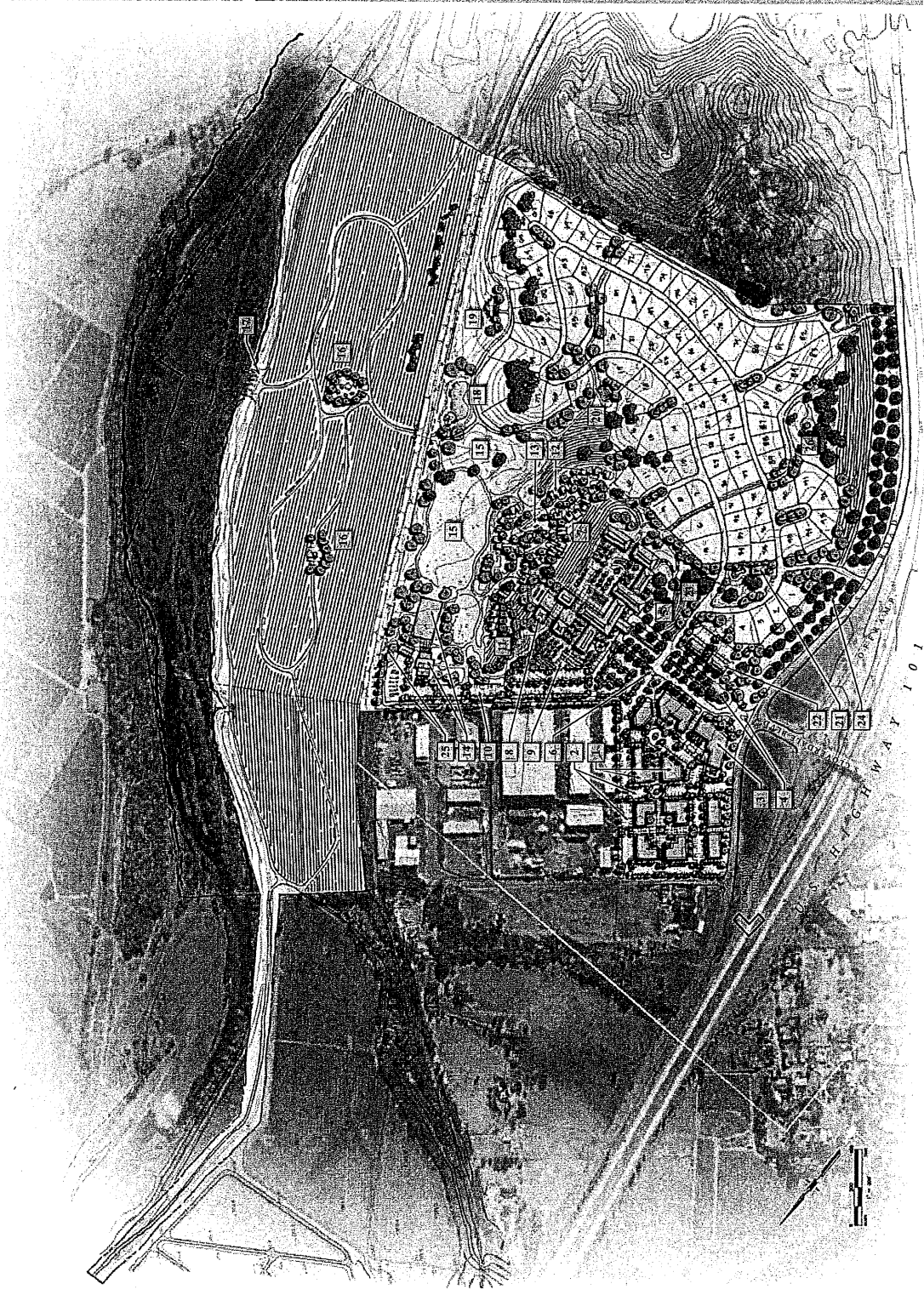
SANTA ROSA, CALIFORNIA

**LEGEND:**

Key	Description
[Symbol]	PROJECT SITE BOUNDARY
[Symbol]	TOPOGRAPHIC CONTOURS
[Symbol]	PROPOSED VINEYARDS
[Symbol]	EXISTING TRAIL
[Symbol]	ROADWAY - 150' (APPROVED)
[Symbol]	ROADWAY
[Symbol]	RESIDENTIAL LOTS
[Symbol]	MULTI-USE PATH
[Symbol]	EXISTING TREES TO REMAIN
[Symbol]	RAILROAD UNDERPASS

**PROJECT FEATURES:**

1	RETAIL / MIXED-USE
2	PARKING
3	HOTEL (50 KEYS)
4	BATTERY ELEMENT
5	ROADWAY & SIGNAGE
6	RESORT LODGING
7	SPA, POOLS, RESTAURANTS, DELI, CYCLING CENTER, GYM
8	PEDESTRIAN CONNECTION TO RESORT & RETAIL COMPLEX
9	RESORT COURTYARD
10	TRAILS, CHANGING, MR. FURNISHING
11	INDOOR & OUTDOOR VENUES
12	FARM-TO-TABLE GARDEN & ORCHARD
13	RESORT PARKING / ACCESS ROAD TO EQUESTRIAN CENTER
14	AMPHITHEATER
15	CASITAS
16	BRQ AREA & PAVILION WITH POOL & BOCCIE COURTS
17	EQUESTRIAN CENTER & RIDING ARENA
18	PASTURE / FUTURE EXPANSION AREA
19	VINEYARD EVENT VENUES
20	CANOE / KAYAK DOCK
21	PARK / DOG PARK
22	OVERLOOK DECK
23	WETLAND POND
24	NEIGHBORHOOD CLUBHOUSE & POOL
25	BATTERY COMMAND CENTER
26	WINE TASTING & RESTAURANT
27	WINE GAVE & TASTING DECK
28	PRODUCTION OLIVE GROVE
29	PUBLIC TRAIL
30	PUBLIC UTILITY



# Alexander Valley Resort

## Illustrative Site Plan

SONOMA COUNTY, CALIFORNIA • CITY OF CLOVERDALE

**CARLISLE MACY**  
 5 Third Street, Suite 200, CA 94901  
 (707) 542-8811 • (907) 465-1517  
 www.carlislemacy.com

CM 2000006.00

**DIAMOND**  
 COMMERCIAL  
 PROPERTIES

SEPTEMBER 2017







**Coffey Neighborhood Park**



**Staffing and Budget Spreadsheet**

Carlile - Macy

**Task 03: Construction Documents**

Task	Description	C. Nichols	C. Principal-Charge	B. Morrison	A. Architects	S. Kravits	5. Landscape Architect	M. Hale	K. Hale	P. Crudo	J. Olin	J. Smith	Professional Land Surveyor	C. Smith	C. Designer	J. Robinson	Technician	1-Man Field Crew	Admin	Lighting & Electrical Engineering	Barter Associates Electrical Engineering	ZFA Structural Engineers	Subtotals Hours	Subtotals Fee	
3.1	Conduct soil sampling, perform lab analysis, and prepare soil conditioning schedule	1	4	6																				11	\$1,350
3.2	Prepare domestic water connections plan	1	2	2																				14	\$1,935
3.3	Prepare SWPPP	1																						18	\$2,555
3.4	Prepare erosion control plan	1	2	2																				18	\$2,375
3.5	Prepare site layout/horizontal control plan	1	8	4																				30	\$3,735
3.6	Prepare site grading and storm drainage plans	1	12	12																				58	\$7,275
3.7	Prepare electrical plans including lighting & power for all site features, if necessary	1	2	2																				10	\$9,345
3.8	Prepare construction detailing of all site elements, paving, and site furnishings	1	24	16																				54	\$9,615
3.9	Prepare landscape planting plans and details	1	18	12																				32	\$2,845
3.10	Prepare irrigation plans & details including WELO compliance documentation	1	18	12																				32	\$3,845
3.11	Provide geotechnical consultation & review of construction documents for performance	1																						6	\$7,435
3.12	Prepare technical specifications for all construction (60%, 90%, 100%)	4	8	12																				44	\$6,040
3.13	Provide opinions of probable cost (60%, 90%, 100%)	8	8	12																				48	\$6,840
3.14	Submit for building permit and address plan check comments	4	8	8																				26	\$3,450
Subtotal Hours		27	114	100																				401	
Subtotal Fee		\$5,400	\$13,110	\$11,500																				\$69,640	

**Task 04: Bidding & Construction**

Task	Description	C. Nichols	C. Principal-Charge	B. Morrison	A. Architects	S. Kravits	5. Landscape Architect	M. Hale	K. Hale	P. Crudo	J. Olin	J. Smith	Professional Land Surveyor	C. Smith	C. Designer	J. Robinson	Technician	1-Man Field Crew	Admin	Lighting & Electrical Engineering	Barter Associates Electrical Engineering	ZFA Structural Engineers	Subtotals Hours	Subtotals Fee	
4.1	Support City staff during bidding process	2	6	6																				24	\$3,150
4.2	Hold pre-construction meeting with selected contractor and relevant City staff	2	4	4																				14	\$1,880
4.3	Attend biweekly construction meetings with contractor and provide as-needed construction observation	20	60	60																				171	\$21,435
4.4	Review and approve submittals	2	24	12																				50	\$9,160
4.5	Prepare final construction punch list and project close-out documents	2	12	8																				32	\$3,950
Subtotal Hours		28	106	90																				291	
Subtotal Fee		\$5,600	\$12,190	\$10,350																				\$39,575	
Subtotal Tasks 1-4		\$26,200	\$50,830	\$41,170																				\$192,585	

Subtotal	\$192,585
Reimbursables @ 2.5%	\$4,815
Total Consultant Fee	\$197,400

10% Contingency Fee \$19,740

## Exhibit C

### FEDERAL PROVISIONS

#### A. Definitions

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

#### B. Federal Changes

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

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

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation

of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

#### **D. Clean Air Act and Federal Water Pollution Control Act**

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

##### Clean Air Act

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

### Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.*
2. Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### **E. Suspension and Debarment**

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

### **F. Procurement of Recovered Materials**

1. In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
  - a. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
  - b. Meeting Agreement performance requirements; or
  - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

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

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

**H. MBE/WBE REQUIREMENTS**

1. Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible through the "Good Faith Effort" process in 2 C.F.R. § 200.321. Contractor shall document and report its Good Faith Effort processes. Contractor shall also ensure that all of its subcontractors take the affirmative steps required under 2 C.F.R. § 200.321. Affirmative steps must include:
  - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring all subcontractors to take the affirmative steps listed in paragraphs (a) through (e) above.

## **I. MISCELLANEOUS PROVISIONS**

- 1. **DHS Seal.** Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
- 2. **FEMA Assistance.** Contractor acknowledges that FEMA financial assistance will be used to fund this Agreement only. Contractor shall comply will all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.
- 2. **Federal Government Not Party.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to City, Contractor, or any other party pertaining to any matter resulting from this Agreement.
- 3. **False Claims.** Contractor acknowledges that Title 31 United States Code Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.