

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

AGREEMENT NUMBER _____

This "Agreement" is made as of this _____ day of _____, 2019 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 fire damaged park sites at Rincon Ridge, Fir Ridge, Francis Nielsen Neighborhood Parks and Nagasawa Community Park and Parkerhill pathway Right-of-Way area 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 three hundred-fourteen thousand, and sixty dollars and no cents (\$314,060.00). 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 named 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
Parks Division
55 Stony Point Road
Santa Rosa, CA 95401
707-543-3781
jsantos@srcity.org

Contractor Representative:

Curtis Nichols, President
Carlile Macy
15 Third Street
Santa Rosa, CA 95401
707-542-6451
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 June 30, 2021

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) 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: C.F.O.

APPROVED AS TO FORM:

[Signature]
Office of the City Attorney

ATTEST:

City Clerk

City of Santa Rosa Business Tax Cert. No.

06503820

Attachments:

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

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

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

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

B. Endorsements:

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

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:

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

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

D. Other Insurance Provisions:

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

Exhibit A

City of Santa Rosa Recreation & Parks

OCTOBER 16, 2019

PROPOSAL

FOR

LANDSCAPE ARCHITECTURAL

DESIGN SERVICES

FOR

CONSTRUCTION DOCUMENTS

TO RECONSTRUCT SIX FIRE-

DAMAGED PARKS AND

LANDSCAPE SITES

CIVIL ENGINEERS

URBAN PLANNERS

LAND SURVEYORS

LANDSCAPE ARCHITECTS

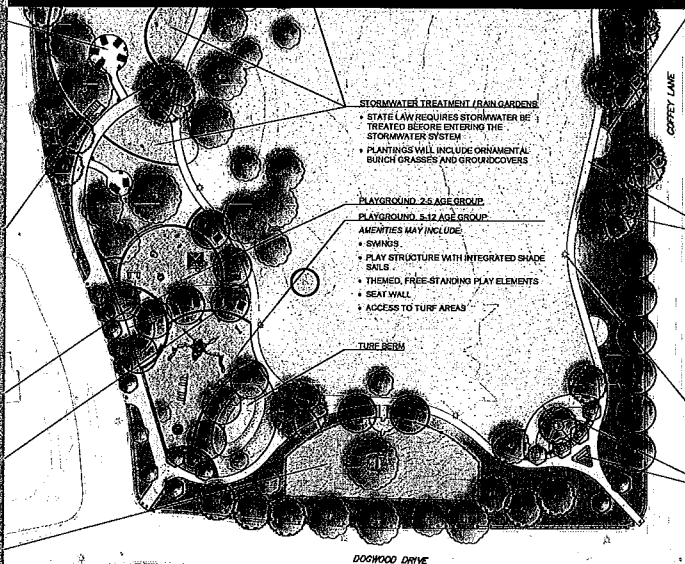
CARLILE · MACY

15 Third Street, Santa Rosa, CA 95401

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

www.carlilemacyc.com

COFFEY NEIGHBORHOOD PARK



FINALI PARK



SANTA ROSA COURTHOUSE SQUARE

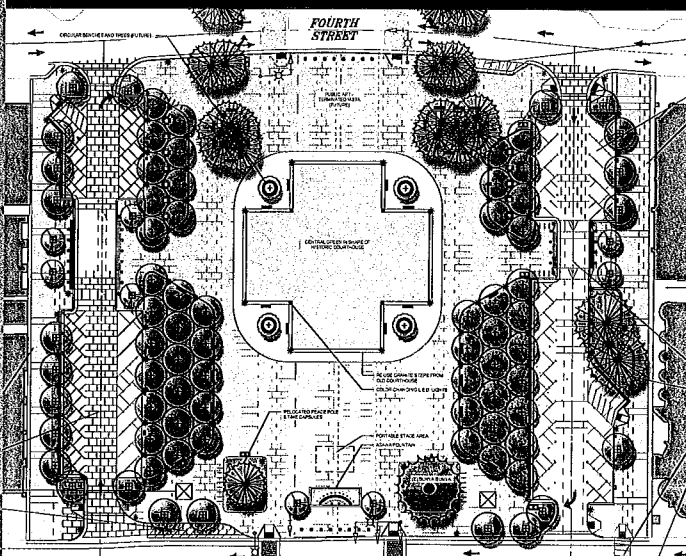


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- **Project Schedule**

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Anti-Lobbying Certification

Debarment and Suspension Certification

Cost Proposal – *Submitted Separately*

Cover Letter / Executive Summary

October 16, 2019

City of Santa Rosa - Recreation and Parks Department
Attention: Parks Recovery Project Review Committee
55 Stony Point Road
Santa Rosa, CA 95401

SUBJECT: RFQ 19-64 for Landscape Architectural Design Services
Reconstruction of Fire Damaged Park Sites

The City of Santa Rosa is making significant strides in recovering from the destruction of the 2017 wildfires. Approximately 60% of the housing units lost in the fires are either completed or under construction. Reconstruction of damaged park facilities on the six sites in the Fountaingrove area is a priority for the City, and along with the soon-to-begin reconstruction of Coffey Park, will add to the ongoing success of the recovery program.

Carlile ■ Macy is uniquely qualified to assist the City of Santa Rosa in bringing back these park facilities. We are very familiar with the Fountaingrove area having been involved in the infrastructure design for most of it. We were originally involved in the design of several of these park sites including Rincon Ridge Park, Rincon Ridge Open Space, and Nagasawa Park. We just completed the new master plan and construction documents for Coffey Park so we are very familiar with the specific scope of services required including the detailed accounting required by FEMA and the details and nuances of the City's standards and processes related to park construction. Having our landscape architects, civil engineers, and land surveyors all together in the same office allows for a seamless process of data gathering, topographic mapping, base map creation, and coordination during the design process which can be of significant benefit in delivering projects on an aggressive fast-track schedule. We demonstrated this 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 & Blaevot (lighting and electrical engineering), who we have worked with previously on other City projects including Courthouse Square and Coffey Park.

Carlile ■ Macy will bring the following strengths to this project:

- In depth knowledge of the Fountaingrove area, its background and surrounding neighborhood, and these specific park sites
- 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 at (707) 535-1543 and cnichols@carlilemacy.com.

To most of us at Carlile ■ Macy, Santa Rosa is our home and our commitment to assisting in the recovery of our community could not be more profound.

Very truly yours,

CARLILE ■ MACY



CURTIS L. NICHOLS
President

CARLILE ■ MACY

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

CIVIL ENGINEERS ■ URBAN PLANNERS ■ LAND SURVEYORS ■ LANDSCAPE ARCHITECTS

The 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, Coffey Neighborhood Park, and Finali Neighborhood Park.

Carlile ■ Macy

Curt Nichols, Principal-in-Charge Our team will be led by Curt Nichols, Carlile ■ Macy President, who will be the principal-in-charge. Curt was the principal-in-charge and project manager for the Courthouse Square Reunification, Coffey Park, and the Finali Park projects. He was also involved with the original design of Rincon Ridge Park and Open Space.

Briana Morrison, Project Manager & Lead Landscape Architect Briana was the lead landscape architect and project manager for Coffey Park and will be the project manager and lead landscape architect for this project. She will be the primary contact and will serve as an extension of City staff.

Mark Hale, Principal & Lead Civil Engineer Mark will lead our civil design team for the project. He was the lead civil engineer on the original design of Nagasawa Park as well as the Courthouse Square Reunification and Coffey Park projects.

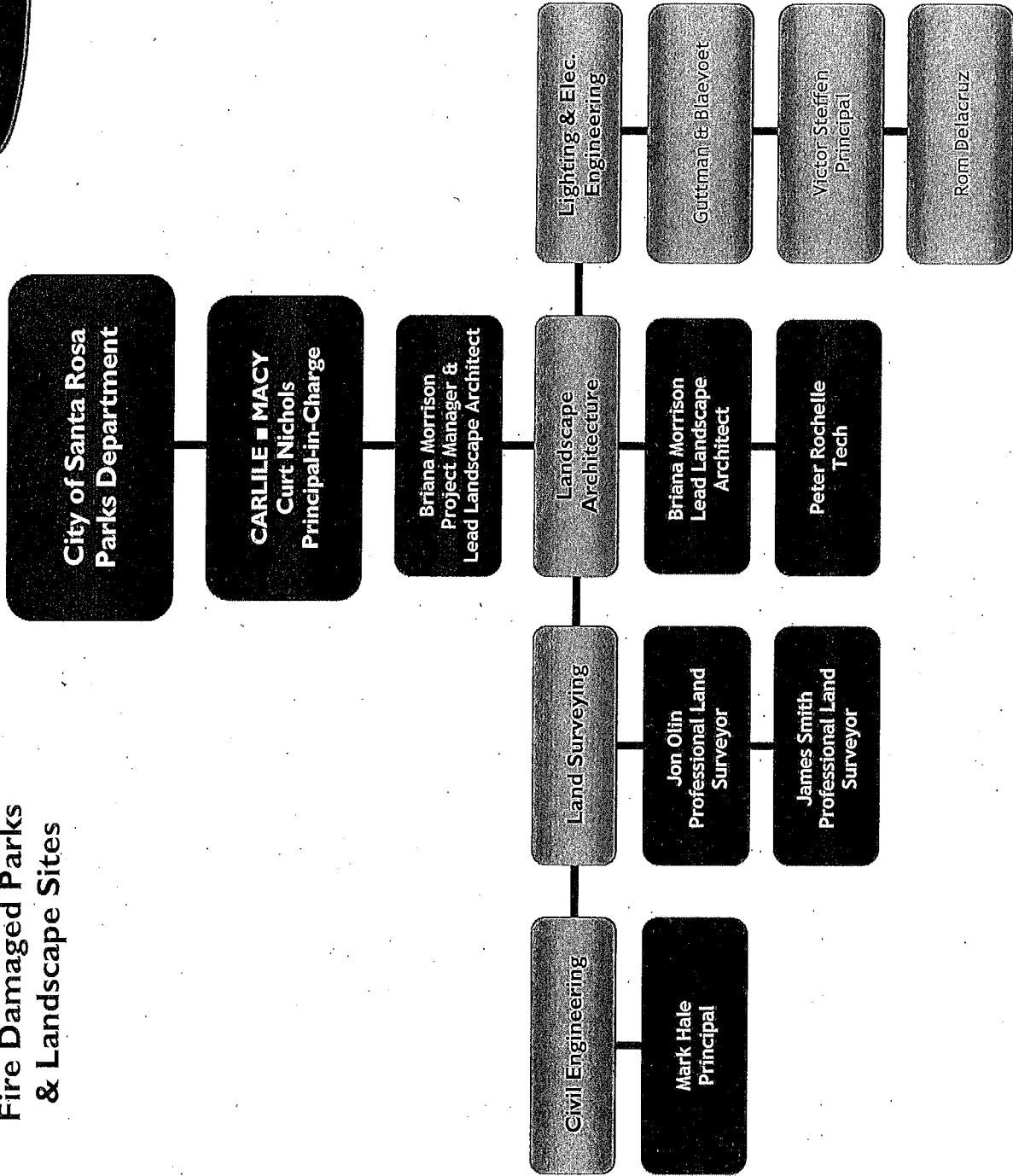
Jon Olin, PLS, Professional Land Surveyor Jon will oversee the topographic surveys that will be performed to supplement the existing topographic mapping of the sites.

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

Guttman & Blaevoet, Lighting & Electrical Engineering

Guttman & Blaevoet will determine the electrical and lighting equipment in need of replacement and provide electrical engineering design and coordination with PG&E to restore lighting and power for irrigation equipment. **Victor Steffen, Principal**, and **Rom Delacruz**, electrical and lighting engineer, will provide these design services for G & B.

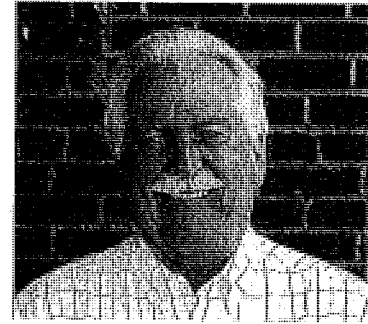
**Project Team Organization
Fire Damaged Parks
& Landscape Sites**



Curt Nichols – Principal

PROFESSIONAL ACCOMPLISHMENTS

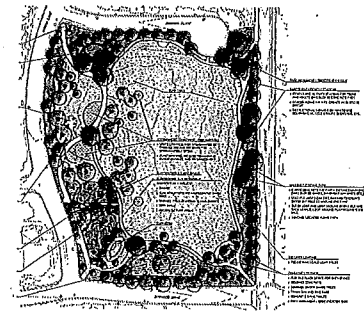
Curt Nichols brings more than 30 years of site planning and project management experience to his role as principal and president of Carlile • Macy. Beginning with resource management and planning experience with the National Park Service, the U.S Forest Service, and with the acclaimed Sea Ranch development 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.



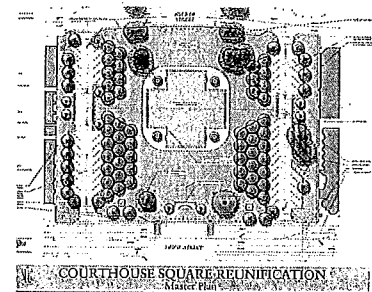
Curt Nichols, Principal

RECENT PROJECTS

- Coffey Neighborhood Park, Santa Rosa, California. 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 was severely damaged in the October 2017 firestorm. Through an extensive public process, a new Master Plan was developed and used to create construction documents. The project began construction in October 2019 and is expected to be completed by summer 2020. Curt is the principal-in-charge and assisted in the facilitation of community meetings as well as leading the design team in development of construction documents. He is currently providing construction administration services.
- 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.



Coffey Neighborhood Park
Santa Rosa, California



Courthouse Square Reunification
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



Finali Park,
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

- Coffey Neighborhood Park, Santa Rosa, California. 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 was severely damaged in the October 2017 firestorm. Through an extensive public process, a new Master Plan was developed and used to create construction documents. The project began construction in October 2019 and is expected to be completed by summer 2020. Briana is the project manager and lead the facilitation of community meetings, assisted in development of construction documents, and is currently providing construction administration services.
- 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.
- 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

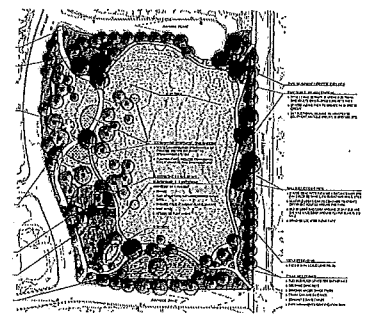
PROFESSIONAL REGISTRATION & AFFILIATIONS

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

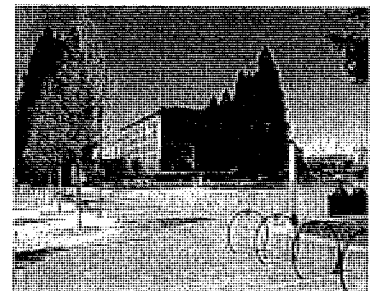
CIVIL ENGINEERS ▪ URBAN PLANNERS ▪ LAND SURVEYORS ▪ LANDSCAPE ARCHITECTS



Briana Morrison
Landscape Architect



Coffey Neighborhood Park
Santa Rosa, California



Courthouse Square Reunification
Santa Rosa, CA



Finali Park
Santa Rosa, CA

CARLILE ▪ MACY

Mark Hale – Principal, Civil Engineer

PROFESSIONAL ACCOMPLISHMENTS

Mark Hale brings three 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

- Nagasawa Community Park, Santa Rosa, California. Project manager for design of both phases of community park in the Fountaingrove area. Phase 1 was completed in 2006 and consisted of a parking lot, non-trailer access boat launch, and utility design for future park expansion. Facilities were designed to minimize impacts to existing wetlands and to conform with the natural terrain. The design of Phase 2 is currently being finalized and will provide for a day camp area.
- Coffey Neighborhood Park, Santa Rosa, California. 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 was severely damaged in the October 2017 firestorm. Through an extensive public process, a new Master Plan was developed and used to create construction documents. The project began construction in October 2019 and is expected to be completed by summer 2020. Mark is the lead civil engineer and assisted in development of construction documents.
- 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.
- Elsie Allen High School, Santa Rosa, California. A complete renovation of the existing stadium including new synthetic turf football/soccer/rugby field, new all-weather synthetic track, new visitors bleachers, and new facilities for field events. This project was completed in 2009 for approximately \$2,235,000. Mark was the project engineer.

EDUCATION

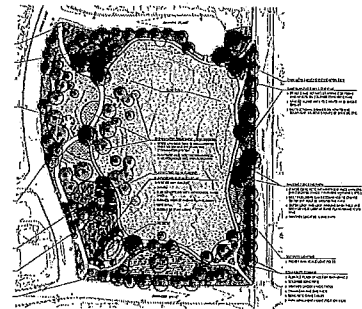
B. S. in Civil Engineering and Mechanical Engineering (double major),
University of California, Davis, 1985

PROFESSIONAL REGISTRATION & AFFILIATIONS

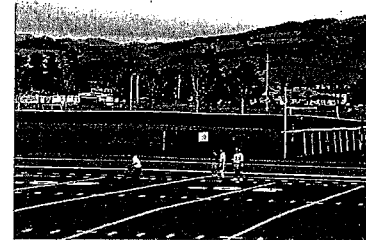
- Registered Civil Engineer, California, RCE #43973
- American Society of Civil Engineers
- American Council of Engineering Companies of California
- American Public Works Association



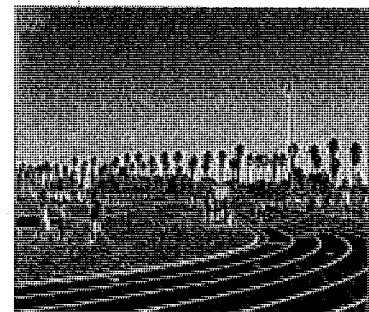
Mark Hale
Principal, Civil Engineer



Coffey Neighborhood Park
Santa Rosa, California



Elsie Allen High School
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

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

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.

Project Understanding Narrative

Of the City of Santa Rosa's roughly eighty parks and open spaces, Carlile • Macy has had the pleasure and privilege to assist on eleven of them, including the currently under-reconstruction Coffey Neighborhood Park. We believe that parks are special places within a community, often acting as gathering spaces for neighbors to socialize, play, and celebrate. A little over two years after the devastating October 2017 firestorm destroyed several City parks, we look forward to this opportunity to repair them for the enjoyment of our community.

The City of Santa Rosa is soliciting proposals from qualified design firms to provide landscape architecture design services for the reconstruction of six fire-damaged parks and landscape sites. The selected consultant will contract with the City under a Professional Services Agreement and develop a bid set of construction documents and provide construction administration services. Additionally, the design consultant will provide an updated schedule and basic project design information biweekly for the City's use in updating citizens on the existing Fire Recovery website.

Carlile • Macy is uniquely qualified to assist the City with the reconstruction of these parks. Our firm has had a hand in the original design of several of the damaged parks, including Rincon Ridge Neighborhood Park, Rincon Ridge Open Space, and Nagasawa Community Park. Our firm has designed and worked on projects in the Fountaingrove area since its inception. Besides our familiarity with the area and projects, we additionally understand very clearly how important rebuilding these outdoor spaces are to the returning residents and the level of effort the City of Santa Rosa and its staff have put forth to ensure they are rebuilt. We will take the site information already diligently gathered by the City, expand upon it, then develop a constructable design which returns the park to pre-fire conditions, meets the City's and FEMA's requirements, and fits within the allotted budget. The City has provided a preliminary arborist report



Site visits to observe existing field conditions

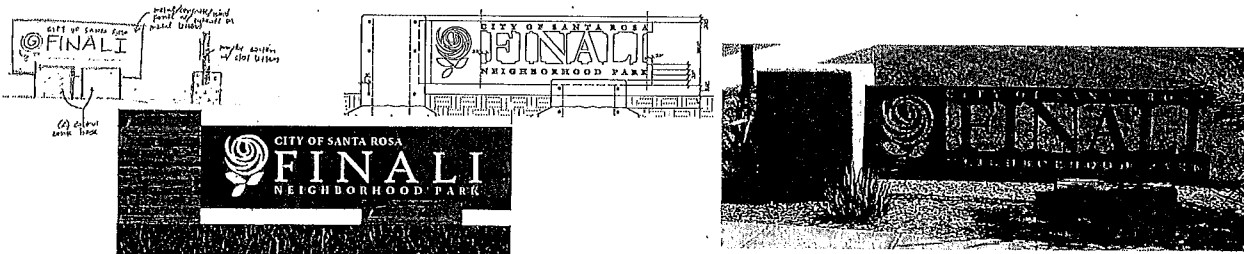
for each site and will prepare a separate contract to remove fire-damaged trees by the end of February 2020. The City will also remove fire-damaged shrubs. Each of the six sites have varying amounts of damage requiring repair as described in the Detailed Project Understanding below.

Ultimately, a comprehensive construction document package will be prepared for public bidding. Preparation of construction documents will begin after City Council approval of the design contract anticipated to be mid-December 2019, and the plans ideally will be ready for bidding in late spring 2020.

With six sites to analyze and prepare documents for within a five month time line, the project schedule is tight but not unreasonable. The City has committed to assisting those affected by the fires by prioritizing rebuild projects, and we are committed to supporting that effort.

Detailed Project Understanding

As detailed in the RFP, each of the six park and landscape sites require different repairs and replacements. Carlile Macy will utilize drawings and arborist reports provided by the City, drawings and files from



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

our firm archives, and supplemental topographic surveying of pre- and post-demo conditions in addition to field work to confirm the extent of damage and repairs as necessary to prepare a complete construction document package.

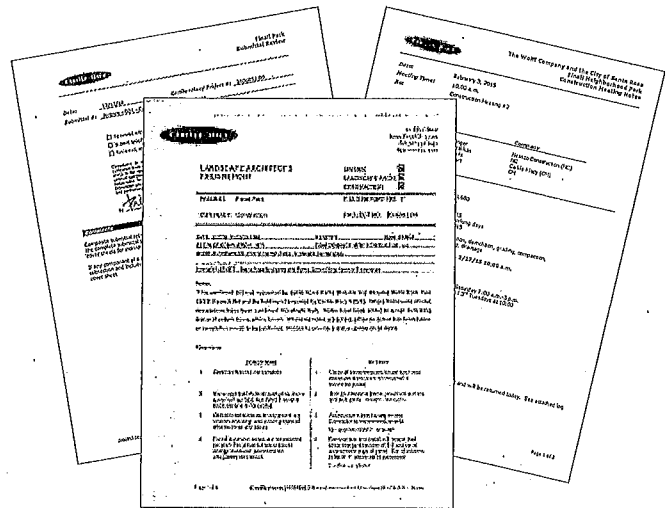
At this the time, the extent of repairs is assumed to be as follows:

Fir Ridge Park (FEMA Site B)

- Entire irrigation system including controller, back-flow, valves and boxes, spray heads, underground PVC pipes, and meter
- All electrical including meter and up-lighting to the park sign and all irrigation wiring
- All irrigated turf on site (approximately 2,440 SF)
- Damaged site furnishings including 1 drinking fountain, basketball court paving (approximately 1,427 SF), basketball backstop and hoop, 1 picnic table, 3 bollards, 2 park rules signs, 1 metal trash can, and 1 wood trash enclosure
- The replacement of play equipment for the 2- to 5-year age group, hand rails to the area, and perimeter railing
- Approximately 198 LF of 3-rail split rail fencing.
- Approximately 80 LF of plastic-coated metal tube fencing surrounding basketball court
- Custom brass and metal sign with raised brass lettering attached to rock wall, and associated lighting
- Upgrade the railroad tie path steps from the remaining 27 ties
- Approximately 150 LF of plastic subdrain system behind retaining walls

Nagasawa Park (FEMA Site C)

- Entire irrigation system, including controllers, pumps, valves and boxes, underground PVC pipes, and meter
- Electrical meter
- Composite wood perimeter / entry fencing (approximately 76 LF), split-rail fence (approximately 38 LF), and 2 metal tube vehicle entry gates to be painted yellow (approximately 12 LF)
- Damaged site furnishings including 2 plastic coated park benches and 1 wooden bench, 2 wooden



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

- picnic tables, 2 concrete filled metal bollards, and 1 metal trash can
- Park signage including 2 park rules / hours signs, 1 community board structure, 1 custom monument sign with uplighting as required by the Fire Department – per Addendum #1 and site visits, park monument sign will utilize park sign design used at Finali Park
- 11 decorative lights complete with meter tie-in

Rincon Ridge Open Space (FEMA Site E)

- Woven wire field fence (approximately 975' LF)

Rincon Ridge Park (FEMA Site F)

- Entire irrigation system including pumps, controllers, and underground PVC pipes
- All irrigated turf on site (approximate 41,430 SF) – must be replaced with sod
- Damaged site furnishings including 2 picnic tables, 1 trash can, and 1 bench
- Section of integral colored concrete pathway with remnants of melted trash can on it
- Park signage including 4 metal park rules / hours signs and 1 educational sign – per Addendum #1, City will provide the original interpretive signage information in electronic format
- Electrical and water (for irrigation) meters have recently been restored to the site

Francis Nielsen Park (FEMA Site G)

- Irrigation controller and electrical service, back-flow, valves, spray heads,
- 5 metal park rules / hours signs
- Damaged site furnishings including 1 picnic table, 3 metal trash cans and enclosures, and 2 benches

Parker Hill Trail Area (FEMA Site H)

- Split rail fence which runs the length of the asphalt pathway (approximately 800 LF)

Administrative Requirements

- Project billing will be per FEMA requirements. Carlile Macy will invoice employee time by hour per site and per qualifying FEMA task, similar to the billing method used for Coffey Neighborhood Park.
- Internally, we will manage the project under a single project number with each site as a separate task. Then, each site will be subdivided by qualifying FEMA work as a subtask. For instance, Fir Ridge Park will be Task 1. General work at Fir Ridge will be invoiced as Task 1A, irrigation work as Task 1B, and turf work as Task 1C.

Project Approach Narrative

Our approach to reconstructing the fire-damaged parks and landscape sites is to develop clear, concise, and constructable plans and specifications that directly respond to input from City staff. Our process begins by first reviewing City staff input as well as examining record plans, the arborist report, and other existing documentation. Additionally, we will pull available and relevant files from our firm archives as well as perform topographic surveys to fill in missing site data required for preparing accurate and complete documents. We will use this information to field-verify what park features remain in the park, which require replacement, and identify any areas that may require updates to meet current codes or regulation.

In order to meet the desired time line of construction beginning in summer 2020, field work, 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 with City Staff will occur after City Council approval of the design contract in mid-December, ideally before the end of the year.

Maintaining open communication with Parks Staff and early outreach to the Building Department will greatly aid in meeting the goals of the 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 Parks design standards, Building Department submittal processes, and the project sites 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

As previously discussed, each of the damaged parks and landscape sites have unique site conditions. The project approach described below is, in general, how we plan to work through the project sites with the understanding that the time and effort for each task will vary by site and in some cases may not apply.

General Tasks for All Park / Landscape Sites

Research and Field Investigation (±4 weeks)

- a. Gather and review City-provided reports and record plans and attend kick-off meeting with City staff



Pathway construction at Final Park

- b. Conduct topographic survey of site and prepare site background base drawing
- c. Conduct detailed site review to confirm specific items to be demolished, removed, replaced, or reconstructed
- d. Coordinate with play equipment supplier & City staff to select & specify play equipment for age 2- to 5-year-olds (Fir Ridge Park only)
- e. Prepare 30% construction documents and submit for review by City staff

Design Development (±4 weeks)

- a. Prepare 60% construction documents and submit for review by City staff
- b. Prepare preliminary opinion of probable cost based on 60% construction documents

Construction Documents (±10 weeks)

- a. Prepare 90% construction documents and submit for review by City staff
- b. Prepare preliminary opinion of probable cost based on 90% construction documents
- c. Prepare 100% construction documents and submit for review by City staff
- d. Prepare preliminary opinion of probable cost based on 100% construction documents
- e. Provide electrical design for power for irrigation controller, uplighting of park sign, and coordinate new service meter w/ PG&E
- f. Submit plans for building permit and provide revisions to address plan check comments
- g. Prepare individual bid item descriptions in Caltrans format and coordinate with specifications sections and cost estimate per City Public Works requirements

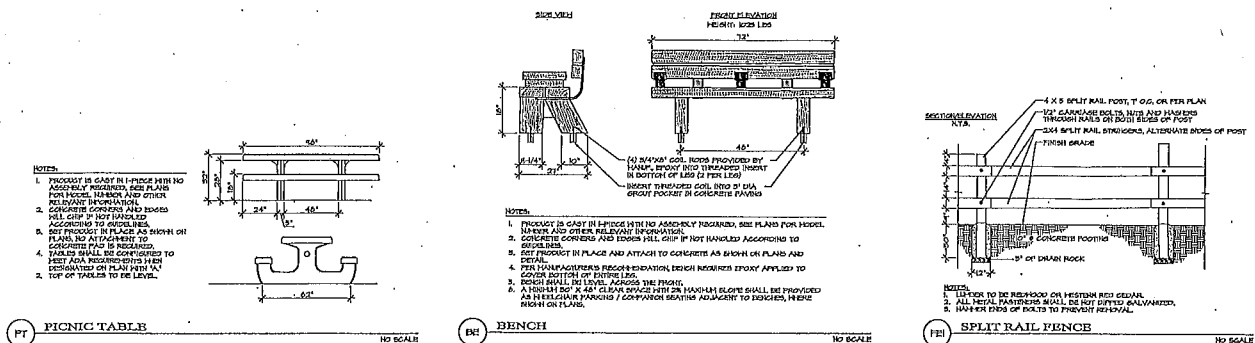
Bidding and Construction (TBD)

- a. Support City staff during bidding process
- b. Attend pre-construction meeting with selected contractor and City staff
- c. Attend biweekly construction meetings with contractor and provide as-needed construction observation
- d. Review and approve submittals
- e. Prepare final construction punch list and project close-out documents

Ability to Meet Project Schedule

We are able to meet the project schedule presented in the RFP and will confirm the proposed time line with City staff at a kick-off meeting. We anticipate roughly 5 months for completion of 100% construction documents, including review time for submittals and coordination. We understand the City would like the project construction to begin in summer 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 time line. We will work closely with City staff to keep the project on track and on schedule.



Site furnishings and fencing details from Coffey Neighborhood Park construction documents

Reconstruction of Fire Damaged Park Sites

Work Plan: Project Schedule



2019

2020

Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
7	14	21	28	4	11	18	25	1	8
14	21	28	4	11	18	25	1	8	15
21	28	4	11	18	25	1	8	15	22
28	4	11	18	25	1	8	15	22	29
4	11	18	25	1	8	15	22	29	5
11	18	25	1	8	15	22	29	5	12
18	25	1	8	15	22	29	5	12	19
25	1	8	15	22	29	5	12	19	26
1	8	15	22	29	5	12	19	26	3
8	15	22	29	5	12	19	26	3	10
15	22	29	5	12	19	26	3	10	17
22	29	5	12	19	26	3	10	17	24
29	5	12	19	26	3	10	17	24	31
5	12	19	26	3	10	17	24	31	6
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3	10	17	24	31	6	13	20	27	3
10	17	24	31	6	13	20	27	3	11
17	24	31	6	13	20	27	3	11	18
24	31	6	13	20	27	3	11	18	25
31	6	13	20	27	3	11	18	25	3

General Tasks for all sites

- Notification of selected consultant
- City Council approval of consultant design contract
- Research and Field Investigation - 30% set submittal
- Design Development - 60% set submittal
- Construction Documents - 90% and 100% set submittal
- Bid set submittal
- Bidding and Construction

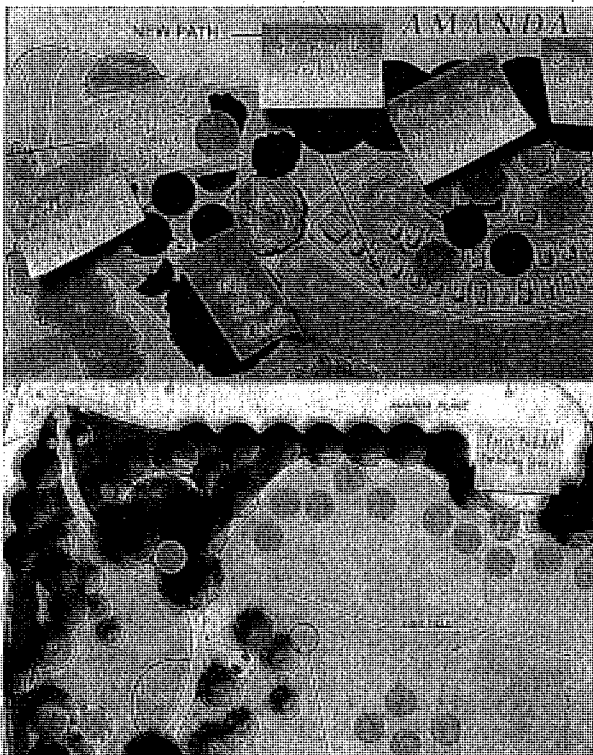
Coffey Neighborhood Park – Neighborhood Park and Firestorm Rebuild

Santa Rosa, California

Project description

Originally designed and constructed in the mid-1980s, 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. The fire destroyed most of the park, burning trees, melting the irrigation system which caused the grass to die, and damaging play equipment and site furnishings.

In order to rebuild a park which met the modern needs of the evolving community, a new Master Plan was developed through an extensive public process which involved three community meetings, online surveys, and regular meetings with a stakeholder group. Multiple rounds of Schematic Designs, Conceptual Master Plans, and a final Master Plan were created, presented, and adjusted based on feedback until survey results indicated the majority of stakeholders were satisfied with the result.



Public feedback, in multiple forms, guided the new park master plan from start to finish



Coffey Park community members review several Schematic Designs

Design details

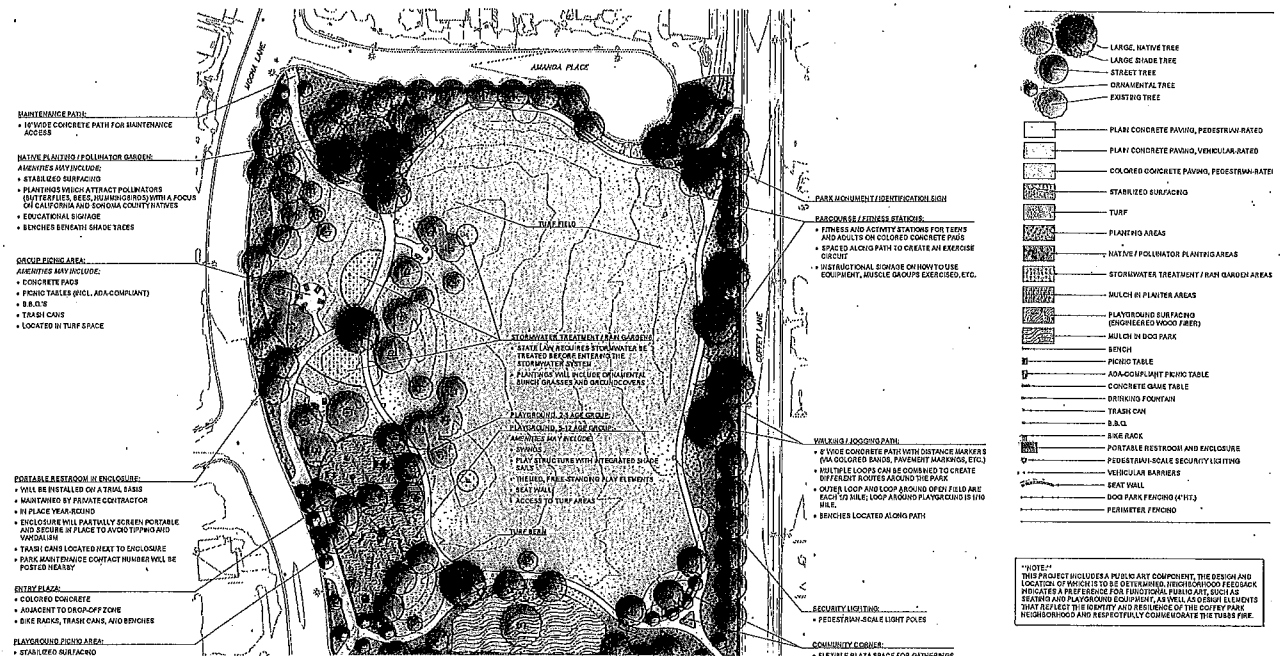
- Redesigned barbecue and picnic areas situated under existing trees for instant shade
- Durable, graffiti-resistant concrete site furnishings
- Multiple community spaces, including a “community corner” with game tables, ping-pong tables, and open plaza space for future neighborhood events
- Pollinator garden and seating area inspired by local elementary students park designs
- Looped walking / jogging path around the park
- Fitness stations located along path allow for a full-body workout for people of various ages and physical abilities
- Custom playground structures featuring a nature-theme and “ninja warrior” style fitness and play opportunities
- Picnic tables and shaded seating areas between two playgrounds for multiple age groups
- Turf play mound near playground
- Large, recreational lawn maintains character of original park design
- Dog park appropriately sized for the area



Workshop presentations and feedback summaries were posted on the City's project page to keep neighbors informed of the process

Coffey Neighborhood Park – Continued

Santa Rosa, California



The Coffey Neighborhood Park Master Plan was prepared through an extensive public feedback process which aimed to involve the community in the park redesign and prioritize their input

Role of Carlile ■ Macy

Carlile ■ Macy lead the community engagement process which included multiple feedback meetings, public surveys, stakeholder meetings, and presentations to City boards. Community input was used to develop a Master Plan and prepare construction documents. Our landscape architects will provide construction observation and administration services through project close-out. The project began construction in October 2019 and is expected to be completed by summer 2020.

Carlile ■ Macy has provided land surveying, site planning, landscape architecture, and civil engineering.

Staff involvement

Principal-in-Charge: Curt Nichols
 Proj. Manager & Landscape Architect: Briana Morrison
 Lead Civil Engineer: Mark Hale

Contacts

Jen Santos, Deputy Director
 Recreation and Parks
 City of Santa Rosa
 (707) 543-3781
 jsantos@srcity.org

Fees

Original Design Fee = \$197,400
 Additional Services = \$0
 Total = \$197,400

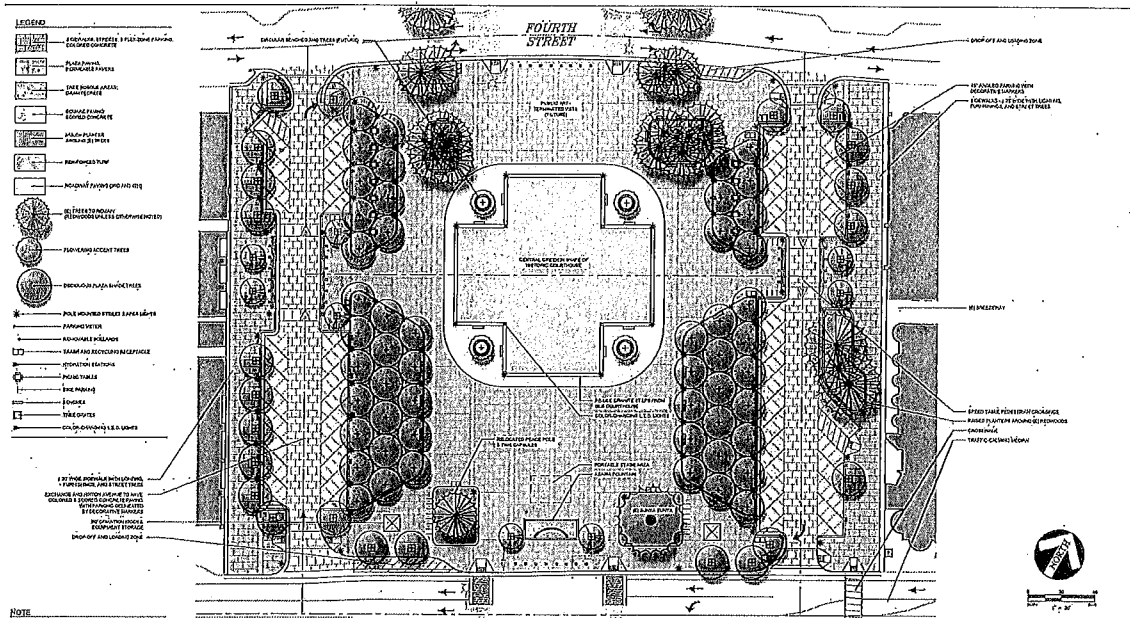
Construction Cost = \$3 million



Carlile Macy staff confirming existing site conditions in Coffey Park

Courthouse Square Reunification— Urban Redevelopment

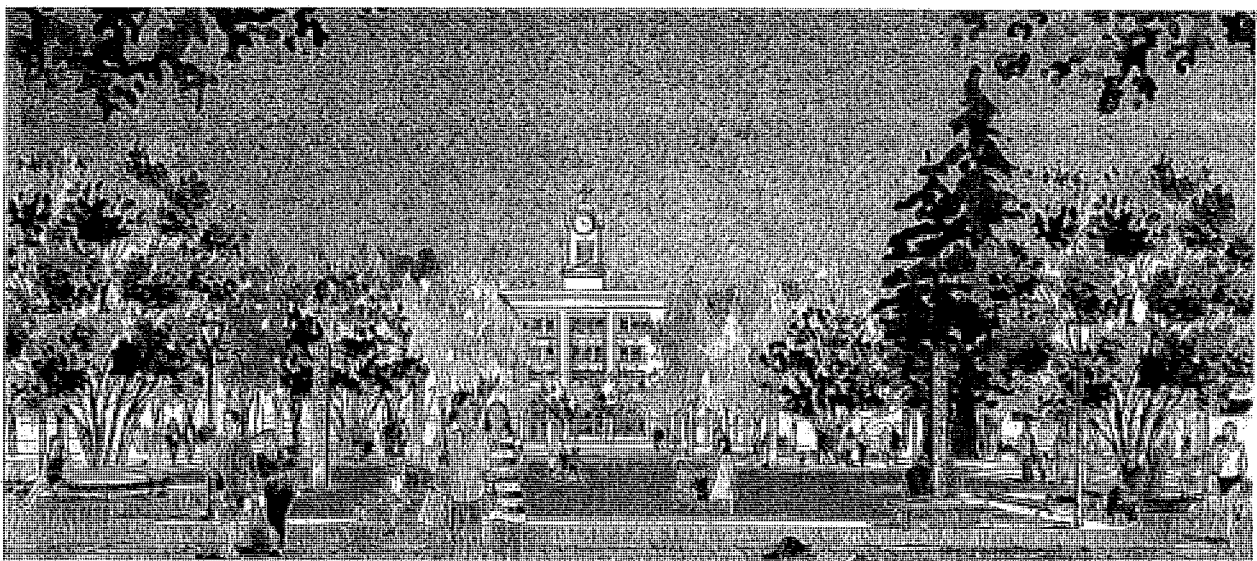
Santa Rosa, California



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
Lead Civil Engineer: Mark Hale
Landscape Designer & Public Meetings: Briana Morrison

Contacts

Jason Nutt, Director
City of Santa Rosa
Transportation & Public Works Department
69 Stony Circle
Santa Rosa, CA 95401
(707) 543-3810
jnutt@srcity.org

Fees

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

Construction Cost = \$7,656,000

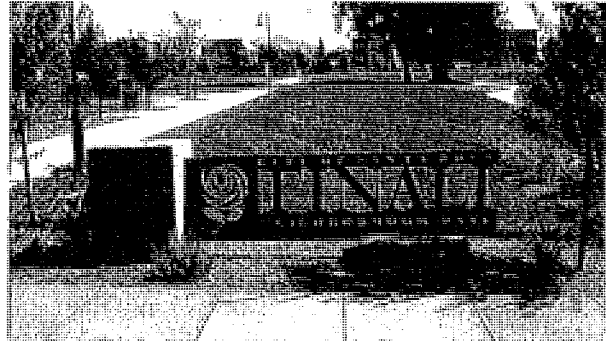
Finali Park and Annadel Apartments – Neighborhood Park and Multifamily Residential

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

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

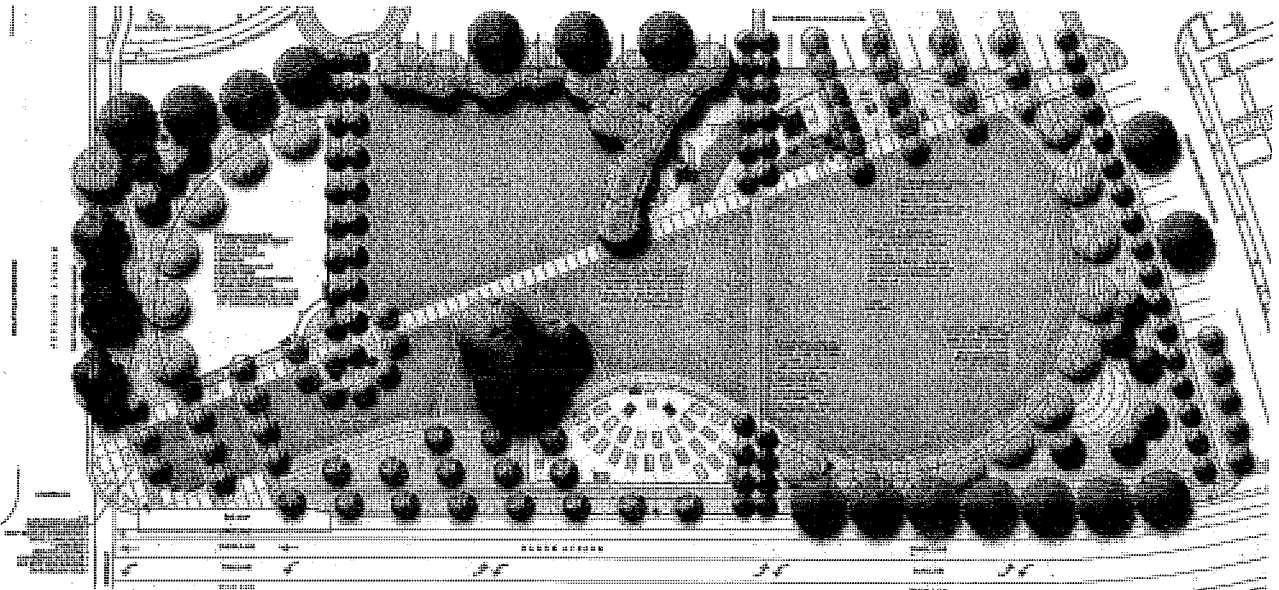
- Innovative stormwater management system combining reinforced bioswales to accommodate vehicle crossings along with bioretention for treatment, and a space for street trees
- Site plan organized on grid of tree-lined neighborhood streets arranged in pedestrian-scaled blocks to maximize walkability
- 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



Thematic playground equipment

Finali Park and Annadel Apartments – *Continued*

Santa Rosa, California



Finali Park is located in the heart of a multi-family residential area at the corner of Jennings Avenue and Range Avenue

Role of Carlile ■ Macy

For the development of Finali Park, Carlile ■ Macy lead the community engagement process which included feedback meetings and public surveys. Community input was used to develop a Master Plan and prepare construction documents. Our landscape architects provided construction observation and administration services through project close-out.

For the Annadel Apartments, our firm was the lead consultant handling all entitlements and approvals for the project and managing multiple subconsultants. Carlile ■ Macy provided land surveying, site planning, landscape architecture, and civil engineering.

Staff involvement

Principal & Project Manager: Curt Nichols
Landscape Architect: Briana Morrison

Contacts

Joe Organic, Director of Development
The Wolff Company
(509) 444-6519
jorganic@awolff.com

Jen Santos, Deputy Director
Recreation and Parks
City of Santa Rosa
(707) 543-3781
jsantos@srcity.org



Finali Park as seen from The Annadel Apartments



Finali Park's large recreation lawns and low-water use landscaping

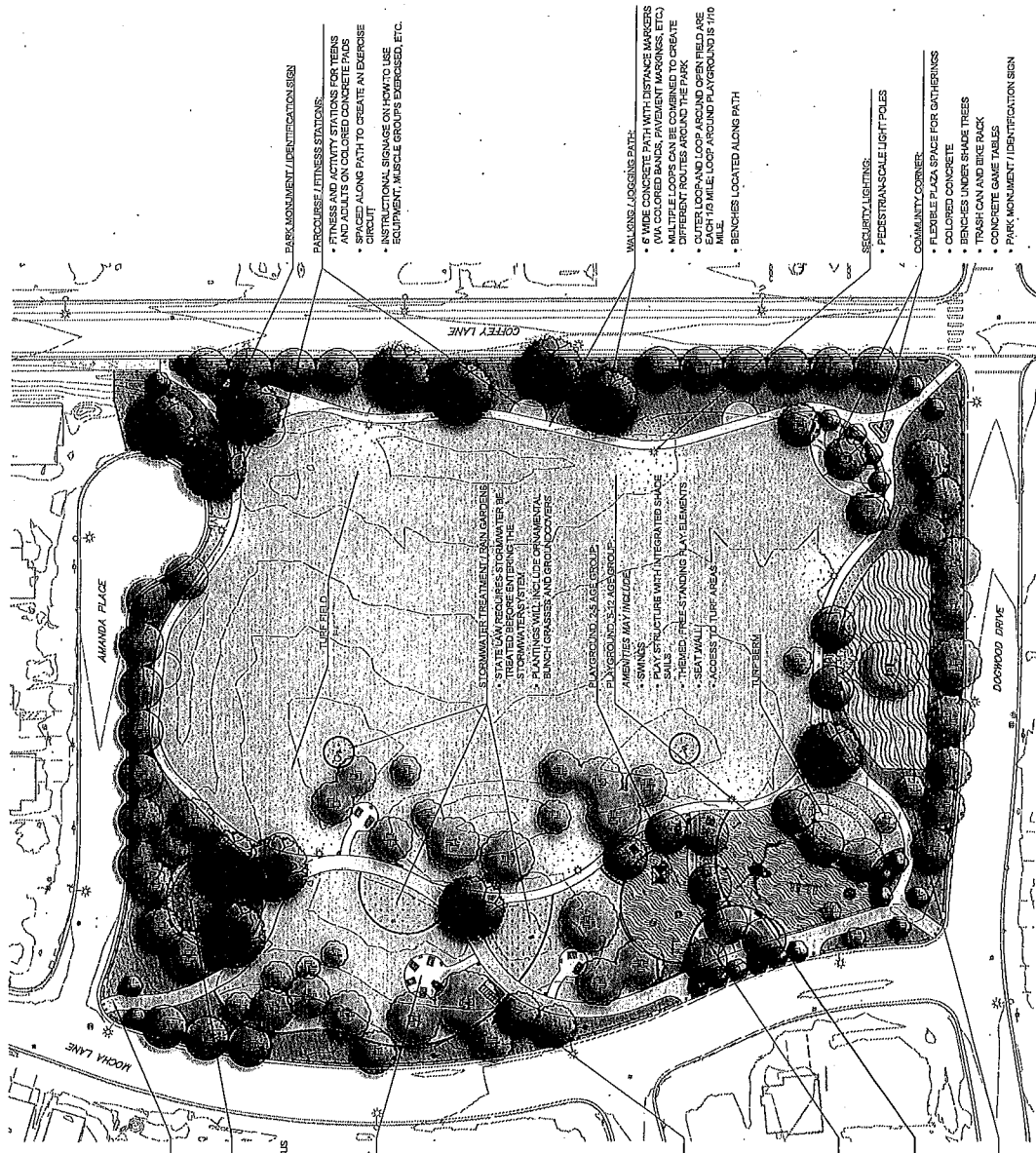
Fees

Original Design Fee = \$122,500
Additional Services = \$0
Total = \$122,500

Construction Cost = \$860,000

- LEGEND**
- LARGE NATIVE TREE
 - LARGE SHADE TREE
 - STREET TREE
 - ORNAMENTAL TREE
 - EXISTING TREE
 - PLAIN CONCRETE PAVING, PEDESTRIAN-RATED
 - PLAIN CONCRETE PAVING, VEHICULAR-RATED
 - COLORADO CONCRETE PAVING, PEDESTRIAN-RATED
 - STABILIZED SURFACING
 - TURF
 - PLANTING AREAS
 - NATIVE / POLYMER PLANTING AREAS
 - STORMWATER TREATMENT / RAIN GARDEN AREAS
 - MULCH IN PLANTER AREAS
 - PLAYGROUND SURFACING (ENGINEERED WOOD FIBER)
 - MULCH IN DOG PARK
 - BENCH
 - PICNIC TABLE
 - ADA-COMPLIANT PICNIC TABLE
 - CONCRETE GAME TABLE
 - DRINKING FOUNTAIN
 - TRASH CAN
 - B.E.Q.
 - BIKE RACK
 - PORTABLE RESTROOM AND ENCLOSURE
 - PEDESTRIAN-SCALE SECURITY LIGHTING
 - VEHICULAR BARRIERS
 - SEAT WALL
 - DOG PARK FENCING (4 FT)
 - PERIMETER FENCING

"NOTE" - THIS PROJECT INCLUDES A PUBLIC ART COMPONENT. THE DESIGN AND LOCATION OF PUBLIC ART ELEMENTS IS SUBJECT TO THE CITY OF SANTA ROSA'S PUBLIC ART POLICY. THIS PLAN INDICATES A PREFERENCE FOR FUNCTIONAL PUBLIC ART, SUCH AS SEATING AND PLAYGROUND EQUIPMENT, AS WELL AS DESIGN ELEMENTS THAT ENHANCE THE VISUAL QUALITY OF THE PARK AND THE NEIGHBORHOOD AND RESPECTFULLY COMMEMORATE THE TUBBS FIRE.



- MAINTENANCE BACK:**
- 10' WIDE CONCRETE PATH FOR MAINTENANCE ACCESS
- NATIVE PLANTINGS, LEGUME-RICH GARDENS:**
- AMENITIES MAY INCLUDE:
 - PLANTING BOXES
 - PLANTING MULCH
 - PLANTING POLYMER
 - BUTTERFLY BEES, HUMMINGBIRDS WITH A FOCUS ON CALIFORNIA AND SONOMA COUNTY NATIVES
 - EDUCATIONAL SIGNAGE
 - BENCHES BENEATH SHADE TREES

- GROUP BENCH AREA:**
- AMENITIES MAY INCLUDE:
 - CONCRETE PAVES
 - PICNIC TABLES (INCL. ADA-COMPLIANT)
 - B.E.Q.'S
 - TRASH CANS
 - LOCATED IN TURF SPACE

- DOG-PARK RESTROOM/ENCLOSURE:**
- WILL BE INSTALLED ON A TRAIL BASIS
 - MAINTAINED BY PRIVATE CONTRACTOR
 - ENCLOSED WITH PARTIALLY SCREEN PORTABLE AND SECURE IN PLACE TO AVOID TIPPING AND VANDALISM
 - TRASH CANS LOCATED NEXT TO ENCLOSURE
 - PARK MAINTENANCE CONTRACT NUMBER WILL BE POSTED NEARBY

- ENTRY 22.574:**
- COLORADO CONCRETE
 - ADJACENT TO DRINKING FOUNTAIN
 - BENCHES, TRASH CANS, AND BENCHES
- PLAYGROUND BENCH AREA:**
- STABILIZED SURFACING
 - PICNIC TABLES (INCL. ADA-COMPLIANT) UNDER SHADE TREES
 - TRASH CAN AND DRINKING FOUNTAIN

- DOG PARK:**
- DUAL-GATE ENTRANCE
 - 4 FT FENCING
 - MULCH SURFACING
 - BENCHES NEAR SHADE TREES
 - DOG-WASTE STATIONS
 - WATER SPOUT
 - LANDSCAPE BUFFER ALONG FENCE

- BAR/COFFEE/LETNERS STATIONS:**
- FITNESS AND ACTIVITY STATIONS FOR TEENS AND ADULTS ON COLORED CONCRETE PAVES
 - SPACED ALONG PATH TO CREATE AN EXERCISE CIRCUIT
 - INSTRUCTIONAL SIGNAGE ON HOW TO USE EQUIPMENT, MUSCLE GROUPS EXERCISED, ETC.

- WALKWAYS, JOGGING PATHS:**
- 4' WIDE CONCRETE PATH WITH DISTANCE MARKERS (OR COLORED BANNERS, PAVEMENT MARKINGS, ETC.)
 - MULTIPLE LOOPS CAN BE COMBINED TO CREATE DIFFERENT ROUTES AROUND THE PARK
 - OUTER LOOP AND LOOP AROUND OPEN FIELD ARE 1/2 MILE
 - INNER LOOP AROUND PLAYGROUND IS 1/4 MILE
 - BENCHES LOCATED ALONG PATH

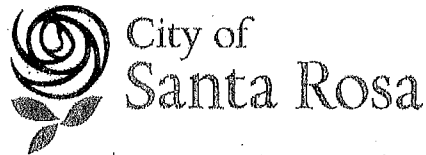
- SECURITY LIGHTING:**
- PEDESTRIAN-SCALE LIGHT POLES
 - COMMUNITY CORNER
 - FLEXIBLE PLAZA SPACE FOR GATHERINGS
 - COLORADO CONCRETE
 - BENCHES UNDER SHADE TREES
 - TRASH CAN AND BIKE RACK
 - CONCRETE GAME TABLES
 - PARK MONUMENT / IDENTIFICATION SIGN

Coffey Neighborhood Park PROPOSED MASTER PLAN



CITY OF SANTA ROSA
REQUEST FOR PROPOSALS

Proposed schedule date changes and Q and A responses released	RFP NO. RFP 19-64	Page 1 of 5
NAME OF BIDDER:		



October 14, 2019

ALL PROSPECTIVE RESPONDENTS

ADDENDUM 1 - RFP 19-64 – Landscape Architectural Design Services

Notice is hereby given that the dates on the Proposed Schedule have been changed and Q&A responses have been released.

THEREFORE: All respondents are required to note this Addendum No. 1, and are **required** to sign this Addendum and shall submit this Addendum with the sealed proposal. Addendums submitted separately from the sealed proposal will be opened with the sealed proposal at the date and time specified in the Request for Proposals.

Respondents must go to PlanetBids to electronically view and download this addendum, as well as the RFP document and attachments (if applicable).

Should you have any questions, please feel free to contact me at 707-543-3708.

Tracy Vera

Tracy Vera
Buyer

CITY OF SANTA ROSA
REQUEST FOR PROPOSALS

Proposed schedule date changes and Q and A responses released	RFP NO. RFP 19-64	Page 2 of 5
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ESTIMATED SCHEDULE – REVISED:

The Deadline for Submittal has been extended to October 23, 2019. The date for Proposal Evaluation has been extended to October 28, 2019.

RFP Issued (Planet Bids)	September 24, 2019
Mandatory Site Visit	October 3, 2019 at 9:00 am
Q&A via PlanetBids	October 10, 2019 at 2:00 pm
Responses to Written Questions	October 14, 2019
Proposals Due (55 Stony Point Rd)	October 23, 2019 by 2:00 pm
Proposal Evaluation Completed	October 28, 2019
Contractor Interviews (if applicable)	October 28 – November 1, 2019
Agreement Document Processing (approximate dates)	November 1 – November 25, 2019
Council Approval (approximate dates)	December 10 – December 17, 2019

Q & A RESPONSES:

Q1: Can the response to the "City Standard Professional Services Agreement" and the signed copies of the Anti Lobbying Certification and Debarment and Suspension Certification be included in the proposal in an appendix section at the end? Also, does these sheets count towards the 23 max page limit of the overall proposal?

Q1 RESPONSE: Yes, the documents can be included in an appendix. No, they do not count as part of the 23 pages in the proposal submittal and thus are okay to be additional. The statement regarding the "City Standard Professional Services Agreement" should be located within the 23 pages of the proposal.

Q2: Will the City be providing the information and graphics for the interpretive signage?

Q2 RESPONSE: The City will provide the original interpretive signage information in electronic format, but the consultant will be responsible for design of the new installation, including instructions for the purchase of the sign.

Q3: Does the City have a standard entry sign design for the park entry signs?

Q3 RESPONSE: No, the consultant will be responsible for designing the park entry signs. The Fir Ridge Park sign should be created to match the existing sign that was on-site while updating to current Fire Department requirements. Create a new sign at Nagasawa based on the completed sign design at Finley Park which is the City's preferred design type for new signs.

Q4: Will the City be expecting the Design Team to provide design concepts for the park entry signs?

Q4 RESPONSE: 30% construction plans may be used to show the preliminary sign designs. New signs must meet Fire Department requirements and current building codes and as noted in the response above.

Q5: At one of the parks (Rincon Ridge Park) the information provided said that the electrical meter had already been replaced for the irrigation system. But the work description describes the need for pumps (I assume they meant irrigation booster pumps), so please confirm if the new meter was sized sufficiently to power pumps?

Q5 RESPONSE: Yes, the new meter was installed between the time the RFP was released and the site visit. It is sized appropriately to handle the current park loads, including the pumps.

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REQUEST FOR PROPOSALS

Proposed schedule date changes and Q and A responses released	RFP NO. RFP 19-64	Page 3 of 5
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Q6: Is the replacement of the pedestrian bridge at Francis Neilson Neighborhood Park (FEMA Site G) is part of the scope?

Q6 RESPONSE: No, this was completed as part of a separate project.

Q7: Are the City of Stan Rosa standard details and specifications from 1997 the current standard details and specifications?

Q7 RESPONSE: Yes, and the current building standards are available by contacting the City's Building Division of the Planning and Economic Development Department at 707-543-3200 or using the following link <https://srcity.org/2321/Design-Construction-Standards>. However, some standards may need modification per project as approved by the Park Planning Division Deputy Director.

Q8: Are utility surveys required by the consultant?

Q8 RESPONSE: A complete set of construction set permit plans approved by the city's Building Division are required in enough detail as to rebuild the portion each site damaged by the 2017 wildfires. The plans must be complete so that a future contractor can construct the improvements per the consultant's plans without the need for additional permit sets.

Q9: Has the City performed the investigation of the site infrastructure to understand why irrigation/lighting/water systems are not working?

Q9 RESPONSE: It is only known that after the 2017 fires, certain equipment no longer functioned or was obviously damaged and is therefore considered destroyed under FEMA guidelines. The RFP includes a full list of all damaged equipment/amenities. No other investigative reports or other data is available about the condition of any amenity or equipment other than "damaged and/or destroyed". The RFP requires the consultant to design for "remove and replace" items as listed in the RFP. The consultant is also required to bring all newly constructed items up to current building code standards.

Q10: Will the City have knowable staff available to accompany consultants when investigating infrastructure (irrigation, lighting, etc.) at each site?

Q10 RESPONSE: City staff may be available to assist with site specific knowledge, if any. However, it is the Consultant's sole responsibility to investigate site infrastructure and other park damages on-site and via existing plans, if any. City staff may assist with any knowledge they have that is unique to the site and can assist with unlocking equipment and similar needs but are not expected to accompany the consultant when investigating infrastructure.

Q11: Is there a Conceptual Design phase? It seems there should be at some time to create concept designs, especially for Fir Ridge Park, but the proposed schedule does not allow time for this. On page 4 there is also a request that we submit samples of Conceptual Plan Graphics as a reference. Is there any expected scope in the project to create illustrative drawings / renderings of the parks?

Q11 RESPONSE: Due to the nature of the time-line and the nature of the work to "remove and replace", a conceptual design phase is not formally included. A 30% design can be considered the design phase portion of the project where city staff will provide feedback regarding the design before the Consultant moves too far ahead with the design plans. Certain design features may have to be held back while the remainder of the plans move through to 60 and 90% review so that those certain features are fully developed. The Conceptual Graphics are required so that the review team may understand the consultant's design aesthetic and experience in graphic form. There is no requirement to create illustrative drawings/renderings of the parks as part of the project.

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REQUEST FOR PROPOSALS

Proposed schedule date changes and Q and A responses released	RFP NO. RFP 19-64	Page 4 of 5
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Q12: This was addressed in the pre-proposal meeting but can you confirm that there are no irrigation "as built" drawings for any of the parks?

Q12 RESPONSE: To date, no "as-built" drawings have NOT been located but the City will continue to search its archives. The consultant shall assume for its proposal "as-builts" are NOT available.

Q13: Can you confirm there are no existing cad drawings for any parks? Does public works have any drawings of roads, sidewalks, and utilities?

Q13 RESPONSE: To date, no AutoCAD drawings are available for any park, roadway, sidewalk or utility or similar, but the city will continue to search its archives. The consultant shall assume for its proposal AutoCAD drawings are NOT available.

Q14: Under project description it lists, "assist with community updates of progress". Is this referring to community meetings? And if so, will the consultant be expected to attend the community meetings? It also states the consultant will attend Board Meeting of Community Services and City Council as needed, is there an estimate for how many meetings would be expected?

Q14 RESPONSE: The project description "assist with community updates of progress" means with a status update that the city will then share with the community. The consultant will also need to update the time-line for the design portion of the project. The consultant is not expected to meet with the public but may need to prepare updates the city will then share. Only one BOCS and City Council meeting are anticipated.

Q15: Nagasawa park has 11 decorative lights replacement and meter tie in, there is also a need for lighting of the sign at Fir Ridge. Is the extent of the electrical damage known here? Is a whole new circuitry required? Or is it simply replace lights and tie into existing electrical? It states that you will require Electrical Plans. Should we be including an electrical engineer on our team for those?

Q15 RESPONSE: A complete set of construction set permit plans approved by the city's Building Division are required in enough detail as to rebuild the portion each site damaged by the 2017 wildfires. The plans must be complete so that a future contractor can construct the improvements per the consultant's plans without the need for additional permit sets as required in the RFP. It is clearly stated in the RFP on page 8, after the heading "Scope of Work and Project Deliverables" that, "The scope of work and deliverables for the construction plans section of this RFP are provided as a courtesy". The extent of the electrical problem is not known; rather, what is known is that some of the parking lot lights are not working as a result of the fire and it is the Consultant's responsibility to repair/replace the damage. Additionally, the previous monument sign was destroyed in the fire and new Fire Department requirements include lighted monuments signs with the property address, again, provided as an advanced courtesy. It is solely the Consultant's responsibility to determine what sub-consultants they may need to meet the requirements of the project to produce a set of building division approved set of plans to repair/replace the park damages as a result of the 2017 wildfires.

Q16: You request the proposal include a Work Plan and Scope of Services. These seem very similar, can you provide some additional clarification on the difference between these sections?

Q16 RESPONSE: The Work Plan is more about the schedule (dates and/or duration of days) related to the project and any additional info the consultant would like to share related to the schedule. The Scope of Work is the expected plan of work not necessarily directly related to the timing/schedule, but should include a breakdown of tasks, elaboration of any background, goals or other project understandings the consultant may want to note in this section. The Scope should help the proposal review team fully understand the steps the consultant would take related to the expected outcomes of the RFP and any nuances. The Work Plan should help the

CITY OF SANTA ROSA
REQUEST FOR PROPOSALS

Proposed schedule date changes and Q and A responses released	RFP NO. RFP 19-64	Page 5 of 5
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proposal review team fully understand the schedule related to the Scope and any nuances.

Q17: Will the City require their titleblock to be used?

Q17 RESPONSE: The City will only require certain minimum information be made available on the title block. This info may be determined by contacting the City's Building Division of the Planning and Economic Development Department at 707-543-3200. The title sheet will need to reference the FEMA project numbers, but it does not need to be shown in each title block.

Q18: Does the City have a preference on sheet size?

Q18 RESPONSE: Contact the City's Building Division of the Planning and Economic Development Department at 707-543-3200 to determine the minimum required sheet size, but preferably no less than 24 x 36 inches.

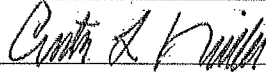
NO. 1

DATED: October 14, 2019

COMPANY NAME: Carlile Macy, Inc.

COMPANY ADDRESS: 15 Third Street, Santa Rosa, CA 95401

REPRESENTATIVE'S NAME: Curtis L. Nichols, President

SIGNATURE: 

DATE: October 16, 2019

CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

1. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, CARLILE MACT, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official:

Curt Nichols

Name and Title of contractor's Authorized Official:

Curt Nichols, President

Date:

10-16-19

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Orders 12549 and 12689, 2 C.F.R part 180, Debarment and Suspension, and 2 C.F.R. § 200.213. Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION,
READ INSTRUCTIONS ON PAGES TWO AND THREE BELOW)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

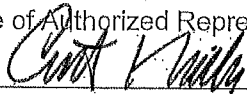
Firm Name:

CARLILE · MACY

Name and Title of Authorized Representative:

Curt Nichols, President

Signature of Authorized Representative:



Date:

10-16-19

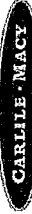
Reconstruction of Fire Damaged Park Sites



Staffing and Budget Spreadsheet

Task	Carlisle, Macy										Subtotals Hours	Subtotals Fee		
	C	M	A	Pr	En	En	En	En	En	En				
Task 01: Fir Ridge Park														
1.1	4	8											12	\$1,760
1.2	1	8											33	\$4,590
1.3	4	16											20	\$2,720
1.4	2	24											26	\$3,280
1.5	8	24	1	4									57	\$7,515
1.6	8	24	1	4									57	\$7,515
1.7	8	24	1	4									26	\$3,460
1.8	6	24	1	4									57	\$7,515
1.9	4	8											16	\$2,100
1.10	8	24	1	4									57	\$7,515
1.11	2	4											10	\$1,220
1.12	4	8											0	\$11,300
1.13	6	16											24	\$3,020
1.14	2	4											6	\$4,735
1.15	2	4											6	\$80
1.16	1	4											2	\$320
1.17	48												60	\$6,780
1.18	16												16	\$1,920
1.19	4	4											6	\$650
Subtotal Hours 68 277 5 24 1 1 1 0 100 10 34													520	\$78,795
Subtotal Fee \$13,000 \$33,240 \$975 \$3,240 \$155 \$145 \$145 \$0 \$11,500 \$1,750 \$2,980 \$11,300														
Task 02: Nagasawa Park														
1.1	4	8											12	\$1,760
1.2	4	8											28	\$3,800
1.3	4	16											20	\$2,720
1.4	6	16	1										43	\$5,615
1.5	6	16	1										43	\$5,615
1.6	4	8											14	\$1,930
1.7	6	16	1										43	\$5,615
1.8	4	6											12	\$1,690
1.9	6	16	1										43	\$5,615
1.10	2	4											8	\$1,050
1.11													0	\$14,400
1.12	2	8											20	\$2,450
1.13	4	12	1										21	\$2,775
1.14	2	4											6	\$890
1.15	1	1											2	\$320
1.16	24												28	\$3,230
1.17	4												12	\$1,440
1.18	4												5	\$95
Subtotal Hours 85 179 5 0 0 0 0 8 96 0 17													360	\$61,460
Subtotal Fee \$11,000 \$21,490 \$975 \$0 \$0 \$0 \$0 \$1,120 \$11,000 \$0 \$1,445 \$14,400														

Reconstruction of Fire Damaged Park Sites



Staffing and Budget Spreadsheet

Task	Carlile · Macy												Subtotals Hours	Subtotals Fee		
	250/hr	320/hr	350/hr	380/hr	400/hr	450/hr	500/hr	550/hr	600/hr	650/hr	700/hr	800/hr				
Task 03: Rincon Ridge Open Space																
1.1	2														4	\$640
1.2	2														2	\$2,410
1.3	2														8	\$1,280
1.4	2														14	\$1,820
1.5	2														14	\$1,820
1.6	1	2													4	\$235
1.7	2														4	\$1,820
1.8	1	2													4	\$525
1.9	1	4													9	\$1,140
1.10	1	4													3	\$465
1.11	1	4													6	\$765
1.12	1	2													4	\$225
1.13	1	2													3	\$440
1.14	1	1													2	\$320
1.15	1	1													7	\$605
1.16	1	6													2	\$240
1.17	1	2													3	\$325
Subtotal Hours	22	62	0	0	0	0	0	0	0	0	0	0	0	0	115	\$15,805
Subtotal Fee	\$4,400	\$7,440	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Task 04: Rincon Ridge Park																
1.1	4														12	\$1,760
1.2	1	8													25	\$3,880
1.3	4	16													20	\$2,720
1.4	6	16													43	\$5,615
1.5	6	16													43	\$5,615
1.6	4	6													14	\$1,830
1.7	6	16													43	\$5,615
1.8	4	8													14	\$1,830
1.9	6	16													43	\$5,615
1.10	2	4													8	\$1,050
1.11	2	4													20	\$2,450
1.12	4	16													27	\$3,525
1.13	2	4													6	\$880
1.14	1	1													2	\$320
1.15	24														26	\$3,220
1.16	24														24	\$2,800
1.17	4														6	\$650
Subtotal Hours	52	187	5	2	1	1	0	0	0	0	0	0	0	0	382	\$49,665
Subtotal Fee	\$10,400	\$23,640	\$975	\$270	\$155	\$145	\$0	\$1,500	\$1,050	\$0	\$0	\$0	\$0	\$0		

Reconstruction of Fire Damaged Park Sites



Staffing and Budget Spreadsheet

Task	Carlisle-Macy													Subtotals Hours	Subtotals Fee	
	C. Nichols	C. Ferguson	R. Johnson	R. Landscaping	R. Site	R. Prof. Eng.	C. Civil Eng.	L. Site Surveyor	L. Smith	L. Professional	C. Const.	C. Const.	C. Const.			
Task 05: Francis Nielsen Park																
1.1 Gather and review existing site documentation and attend kick-off meeting with City staff															12	\$1,750
1.2 Conduct site reconnaissance and prepare site background base drawing															36	\$4,720
1.3 Conduct detailed site review to confirm specific items to be demolished, removed, replaced, or reconstructed															20	\$2,720
1.4 Prepare 30% construction documents and submit for review by City staff															43	\$5,615
1.5 Prepare 60% construction documents and submit for review by City staff															43	\$5,615
1.6 Prepare preliminary opinion of probable cost based on 60% construction documents															14	\$1,930
1.7 Prepare 90% construction documents and submit for review by City staff															42	\$5,420
1.8 Prepare preliminary opinion of probable cost based on 90% construction documents															12	\$1,680
1.9 Prepare 100% construction documents and submit for review by City staff															42	\$5,420
1.10 Prepare preliminary opinion of probable cost based on 100% construction documents															8	\$1,050
1.11 Provide electrical design for power for irrigation controller and coordinate new service meter w/ PG&E															0	\$0.00
1.12 Submit plans for building permit and provide revisions to address plan check comments															21	\$2,775
1.13 Prepare individual bid item descriptions in Citrus format and coordinate with specifications sections and cost estimate															6	\$880
1.14 Support City staff during bidding process															2	\$320
1.15 Attend pre-construction meeting with selected contractor and City staff															28	\$3,220
1.16 Attend biweekly construction meetings with contractor and provide as-needed construction observation															12	\$1,440
1.17 Review and approve submittals															5	\$665
1.18 Prepare final construction punch list and project close-out documents															366	\$57,590
Subtotal Hours	55	179	3	0	0	0	0	0	0	0	0	0	0	17		
Subtotal Fee	\$11,000	\$21,480	\$555	\$0	\$0	\$0	\$1,120	\$11,960	\$0	\$1,445	\$10,000					
Task 06: Parker Hill Trail Area																
1.1 Gather and review existing site documentation and attend kick-off meeting with City staff															4	\$640
1.2 Conduct site reconnaissance and prepare site background base drawing															13	\$1,700
1.3 Conduct detailed site review to confirm specific items to be demolished, removed, replaced, or reconstructed															8	\$1,120
1.4 Prepare 30% construction documents and submit for review by City staff															14	\$1,810
1.5 Prepare 60% construction documents and submit for review by City staff															14	\$1,810
1.6 Prepare preliminary opinion of probable cost based on 60% construction documents															4	\$525
1.7 Prepare 90% construction documents and submit for review by City staff															14	\$1,810
1.8 Prepare preliminary opinion of probable cost based on 90% construction documents															4	\$525
1.9 Prepare 100% construction documents and submit for review by City staff															9	\$1,140
1.10 Prepare preliminary opinion of probable cost based on 100% construction documents															3	\$405
1.11 Submit plans for building permit and provide revisions to address plan check comments															6	\$765
1.12 Prepare individual bid item descriptions in Citrus format and coordinate with specifications sections and cost estimate															7	\$880
1.13 Support City staff during bidding process															3	\$440
1.14 Attend pre-construction meeting with selected contractor and City staff															2	\$320
1.15 Attend biweekly construction meetings with contractor and provide as-needed construction observation															7	\$805
1.16 Review and approve submittals															2	\$240
1.17 Prepare final construction punch list and project close-out documents															3	\$325
Subtotal Hours	19	60	0	0	0	0	0	0	0	0	0	0	0	8		
Subtotal Fee	\$3,800	\$7,200	\$0	\$0	\$0	\$0	\$560	\$2,990	\$0	\$80	\$0					
Subtotal Tasks 1-4	\$54,200	\$114,460	\$3,510	\$510	\$510	\$510	\$2,890	\$15,250	\$2,800	\$9,885	\$35,700					

Subtotal \$278,545
 Reimbursables @ 2.5% \$6,964
 Total Consultant Fee \$285,509
 10% Contingency Fee \$28,551

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 with 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.