

**CITY OF SANTA ROSA  
PROFESSIONAL SERVICES AGREEMENT  
WITH DYETT & BHATIA URBAN AND REGIONAL PLANNERS  
AGREEMENT NUMBER \_\_\_\_\_**

This "Agreement" is made as of this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Santa Rosa, a municipal corporation ("City"), and Dyett & Bhatia Urban and Regional Planners, a California Corporation ("Consultant").

**R E C I T A L S**

A. City desires to retain public engagement, planning, and environmental review consultant services to assist with the preparation of a South Santa Rosa Specific Plan and Environmental Impact Report.

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

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

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

**AGREEMENT**

**NOW, THEREFORE**, City and Consultant agree as follows:

**1. SCOPE OF SERVICES**

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

**2. COMPENSATION**

a. City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Consultant shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report,

including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

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

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of seven-hundred and sixty five-thousand, two-hundred and seventy two dollars and no cents (\$765,272.00). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 08070.

### **3. DOCUMENTATION; RETENTION OF MATERIALS**

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

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

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

### **4. INDEMNITY**

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

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Consultant hereunder. This Section 4 shall not apply to any

intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

## **5. INSURANCE**

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

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

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

## **6. ASSIGNMENT**

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

## **7. NOTICES**

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

City Representative:

Conor McKay, Senior Planner  
Planning and Economic Development  
100 Santa Rosa Avenue, Room 3  
Santa Rosa, CA 95404  
(707) 543-4351

Consultant Representative:

Rajeev Bhatia, Partner  
Dyett & Bhatia Urban and Regional Planners  
4001 Howe Street  
Oakland, CA 94611  
(415) 956-4300

## **8. INDEPENDENT CONTRACTOR**

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

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

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

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between

City and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

**9. ADDITIONAL SERVICES**

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

**10. SUCCESSORS AND ASSIGNS**

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

**11. TERM, SUSPENSION, TERMINATION**

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

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

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

**12. TIME OF PERFORMANCE**

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit C. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than December 31, 2026.

**13. STANDARD OF PERFORMANCE**

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

#### 14. CONFLICTS OF INTEREST

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

#### 15. CONFLICT OF INTEREST REQUIREMENTS

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

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

yes  no

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

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

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

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

## **16. CONFIDENTIALITY OF CITY INFORMATION**

During performance of this Agreement, Consultant may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Consultant agrees to protect all City Information and treat it as strictly confidential, and further agrees that Consultant shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Consultant shall comply with all City policies governing the use of the City network and technology systems. A violation by Consultant of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

## **17. CONSULTANT INFORMATION**

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. Copyright and ownership of any materials provided by Consultant from its collection/library (for example, photographs of example projects or illustrations) that are not prepared or obtained through work under this Agreement shall remain with Consultant. 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. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

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

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

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

## **18. MISCELLANEOUS**

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

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

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

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

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or



connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

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

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

## **19. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS**

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

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

## **20. COUNTERPARTS AND ELECTRONIC SIGNATURES**

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Consultant wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.

Executed as of the day and year first above stated.

**CONSULTANT:**

Name of Firm: Dyett & Bhatia Urban and Regional Planners

TYPE OF BUSINESS ENTITY (*check one*):

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

*Signatures of Authorized Persons:*

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

Print Name: Rajeev Bhatia

Title: Principal

**CITY OF SANTA ROSA**  
a Municipal Corporation

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

Print Name: Mark Stapp

Title: Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

ATTEST:

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

City of Santa Rosa Business Tax Cert. No.

06520510

Attachments:

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

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

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

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

**B. Endorsements:**

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

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

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

**D. Other Insurance Provisions:**

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

## **South Santa Rosa Specific Plan: Scope of Work**

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The Scope of Work for the South Santa Rosa Specific Plan and EIR is presented below. Initials in parentheses following the sub-section heading identify the lead firm for each sub-task:

- **D&B:** Dyett & Bhatia
- **W-T:** W-Trans, Transportation Planners
- **BKF:** BKF Engineers, Civil Engineers
- **EPS:** Economic & Planning Systems, Inc.
- **BD:** Bottomley Design, Streetscape and Accessible Design
- **CSA:** Charles Salter Associates, Noise Consultants
- **“Team”** refers to several or all members of consulting team

This effort will build on the technical and the community outreach work completed to date.

### **TASK 1 – PROJECT COMMENCEMENT AND MANAGEMENT**

Consultant Team and City staff will meet (in-person followed by a driving tour or on Zoom) to review work progress to date, findings from community outreach, key planning issues, development projects and potential opportunity sites, and data gaps and issues to be resolved prior to development of alternatives. Community outreach meetings and the project schedule will also be reviewed, and finalized following the meeting. Cloud-based file sharing will be established prior to this meeting.

This task and budget also provide for ongoing project management, including staff coordination meetings, team coordination, and maintaining and periodically updating the project schedule.

#### **Deliverables:**

- Finalize project schedule, periodically updated

### **TASK 2 – COMMUNITY ENGAGEMENT**

Community engagement will build upon work already completed, including workshops and a survey, during the earlier phases of the project. The main goals of the strategy will be to:

- Engage as many of the residents, businesses, students, and property owners, and renters in the Specific Plan area as possible.
- Provide information to the community regarding Specific Plan strategies, the impacts, benefits, and timing of its implementation.

- Provide opportunities for community members and other key stakeholders to plan for the future of their community.

City staff will finalize the reports on the community outreach conducted during the previous phase/by previous consultant. City staff will also synthesize the findings of this outreach in terms of key findings, issues, and implications for the Specific Plan, and prepare summary slides of this outreach to be incorporated into future presentations.

Our scope of work includes:

**Community Workshops.** Two rounds of workshops with two workshops in each round will be conducted – one following development of alternatives and the second when draft Preferred Alternative has been prepared, to get input and gather ideas for detailed Specific Plan policies. D&B (with City staff assistance) will conduct the first workshops in the two rounds and City staff will conduct the second workshops (and prepare notes), using materials prepared by the Consultant for the first ones. The timing, location, and format (e.g., group discussion workshop vs. self-paced open house, in-person or virtual) of the meetings will be decided in consultation with City staff, and these will not change the budget. One Spanish-speaking staff member will be available from the Consultant team at both meetings.

**Community Survey.** One community survey will be conducted, either on the alternatives or to get more detailed feedback on the Preferred Alternative and flesh out policy proposals. The survey would be conducted using Survey Monkey.

**One “Pop Up” Outreach Event.** Participate in up to six (6) “pop-up”/“go-to” outreach events, coinciding with the two rounds of workshops, to inform and involve segments of the community that may not otherwise be reached. This may occur at schools, a farmer’s market, or other public space or community event. A project team-member with Spanish fluency will be available as needed for the events.

**Up to Four Community Groups, Residents, Business Owners, and Equity Priority Population Meetings.** Up to four (4) meetings, anticipated to be mostly on Zoom, with in-person substitution as needed. These are anticipated to be small group meetings that do not require multiple people to set up and facilitate the meetings. Any presentations made would comprise of materials developed during the course of the project, and presentations will be mono-lingual (English or Spanish), although any small handouts (say page each) for in-person meetings could have information in front and back in English and Spanish.

**Four Community Advisory Committee (CAC) Meetings.** The City has formed the CAC, but the committee has not yet met. The purpose of the CAC is to involve the community in the Specific Plan process, and ensure their input and interests are heard and reflected. The group will provide feedback on the development of plan concepts and ensure that community sentiment is reflected in the plan. Our scope and budget provide for four meetings during the process, which are suggested as follows:

1. Review PDA Prole and Existing Conditions Report and community input to date, to brainstorm on alternatives
2. Review public input on the alternatives and brainstorm on a Preferred Alternative

3. Review Draft Preferred Alternative and provide feedback, and brainstorm on key goals
4. Provide input on/brainstorm during policy/Specific Plan development stage

**Website**

It is assumed that City staff will maintain the project website. Consultant will provide materials/products to City staff for posting on the website.

**Deliverables/Meetings:**

- 2.1: Community Engagement Schedule
- 2.2: Plan Website Materials
- 2.3: Four Specific Plan Community Advisory Committee Meetings
- 2.4: Two Specific Plan Community Workshops (with one Spanish-speaker staff available at each meeting for facilitation as needed)
- 2.5: Four Meetings With Community Groups, Residents, Business Owners, and Equity Priority Populations Identified
- 2.6: Meeting Summaries (in English)

**TASK 3 – TECHNICAL ADVISORY COMMITTEE**

The City has formed a Technical Advisory Committee (TAC) to ensure technical accuracy of the South Santa Rosa Specific Plan and associated Environmental Impact Report. The TAC is comprised of technical experts from City departments and partner agencies to provide feedback and ensure plan concepts can be achieved. The Consultant team will meet three times with the TAC, and prepare agendas, presentations, and meeting summaries, and facilitate the meetings. [Meetings will be designed to optimize participant talking time and facilitate input, using small-group discussions and interactive activities.](#)

**Task 3 Deliverables/Meetings:**

- 3.1: Three Technical Advisory Committee Meetings
- 3.2: Meetings Summaries

**TASK 4 – REVIEW OF PRIOR WORK**

Existing conditions assessment has been completed as part of the previous work phase. Complete reports include:

- PDA Profile
- Existing Conditions Report
- Affordable Housing/Anti-Displacement Strategy
- Market Demand Analysis

These reports are assumed to be complete, and Consultant will not perform any work related to them. City staff will provide native files, including CAD and GIS files, of completed work once these are finalized, for use by Consultant in subsequent tasks. City staff will also provide updated information on development projects in the Planning Area.

### **First CAC and TAC Meetings**

The first meetings of the CAC and the TAC will take place soon as project commencement and data organization, to solicit input on opportunities, issues, and hopes for the area. The meetings will provide input regarding community interests that will help in the development of land use and circulation alternatives. The consultant(s) will lead all these meetings.

The consultant will outline the TAC's role, present plan area existing conditions and opportunities, and receive feedback from committee members regarding information presented.

## **TASK 5 – LAND USE AND CIRCULATION ALTERNATIVES (D&B; W-T)**

### **Opportunity Sites Evaluation**

Using information on existing land use, development intensities/densities, assessed value to land value ratio, focused field reconnaissance, and City staff input, as well as identified environmental constraints, opportunity sites will be identified. Opportunity sites are those that are vacant and suitable for development, and sites with existing development with the greatest potential for change. Proposed development projects in the Planning Area will be mapped and also reflected in the alternatives.

### **Land Use and Circulation Alternatives**

The consultant will develop two or three land use and circulation alternatives. The scenarios will support bus transit and Sonoma Marin Area Rail Transit (SMART) use as well as facilitate pedestrian and bicycle circulation and access. Alternatives will be designed to promote development of healthy, walkable neighborhoods and enhance opportunities for residents to easily access services and facilities throughout the plan area and beyond the boundary. The alternatives will consider information prepared through the planning process and from outreach conducted as well as how the PDA is supported by the community vision. One alternative will assess opportunities for and appropriateness of increased densities around existing and proposed bus stop and transit hub locations, including a potential South Santa Rosa SMART station.

Each alternative shall address:

- Achievement of a mix of housing units with proximity to daily services;



- Distribution and quantification of proposed new uses, including dwelling units by type and non-residential square footage by type and associated jobs; and
- Transit routing and bus stop location (based on direction provided by CityBus), bicycle, pedestrian/sidewalk connectivity, bike and pedestrian access across 101, and motor vehicle circulation (these will be shown conceptually in the alternatives stage, and fleshed out in greater detail once a Preferred Plan has been developed).

A circulation assessment shall be prepared for up to three alternatives and compare how each addresses connectivity to services, schools, and transit. The analysis shall also include testing of each alternative in the SCTA travel demand model, and include planning-level roadway segment Level of Service (LOS) estimates for major streets and Vehicle Miles Traveled (VMT) performance metrics for the Plan area. The findings of the study shall be summarized in a technical memorandum and utilized as appropriate in the alternatives report described below.

A report and maps describing and analyzing the alternatives will be prepared to quantify development potential in terms of housing units, non-residential floor area, population, and employment. Projected population and jobs for each alternative shall be included. The report and maps should be easy to understand and clearly differentiate between the alternatives.

**Presentation of Land Use and Circulation Alternatives:**

The consultant will present the alternatives to the TAC for review, feedback, and possible refinement prior to presentation at the Community Advisory Committee and the community workshop. At these meetings, the consultant(s) shall utilize fun and interactive techniques to understand participants' preferences. This may result in a clear preference for one alternative or in a hybrid concept which combines components of each.

**Deliverables:**

- 5.1: Alternatives Report, including maps and quantified development, and transportation analysis
- 5.2: Summaries of TAC, CAC, and Community meetings

**TASK 6 – PREFERRED ALTERNATIVE**

**Initial Preferred Alternative/Plan**

Based on input received at the second CAC and community meetings in Task 5, the consultant, in consultation with City staff, will develop a preferred land use and circulation alternative.

The draft Preferred Alternative will be presented at one meeting each of the TAC and the CAC for review and feedback. Following this meeting, key goals and additional drawings—such as transportation and open space network—will be prepared and shared with the community, either in an in-person open house or a virtual multi-day open house. Community members will be invited to share their thoughts on the Preferred Alternative/Plan and key goals,

and provide ideas for more detailed policies and proposals. The Consultant shall present the preferred land use and circulation alternative at each of these meetings/gatherings/focus groups. Input received shall be used to refine the alternative and develop the Draft Specific Plan.

### **Final Preferred Alternative/Plan**

Following community input, the Preferred Plan will be adjusted as needed, and presented at one meeting each of the Planning Commission and the City Council for decision-maker signoff before detailed Specific Plan and EIR documents are developed; while the Land Use map may be adjusted in between the TAC, Planning Commission, and City Council meetings, multiple rounds of buildout calculations and other analysis will not be undertaken.

Any needed adjustments will be made following the City Council meeting, the Preferred Plan would be quantified, and a technical memorandum providing the results of a traffic analysis for buildout conditions with the Preferred Plan will be prepared and submitted. W-Trans will coordinate with SCTA to prepare a run of the regional travel demand model including the Plan's land use and circulation components under Year 2045 conditions. Output from the dedicated SCTA model run will be used to develop future p.m. peak hour intersection-turning movement volumes at 14 intersections. The results of this analysis will be used to refine the set of transportation improvements to be included in the Specific Plan.

### **Deliverables:**

- 6.1: Draft Preferred Alternative, with up to two revisions between various meetings
- 6.2: Final Preferred Alternative Plan (to serve as basis for Specific Plan and EIR)
- 6.3: Transportation Analysis Technical Memo
- 6.4: Meeting summaries of CAC and TAC, and community workshop

## **TASK 7 – INFRASTRUCTURE DEVELOPMENT AND SERVICES PLAN (BKF; EPS)**

### **Task 7.1: Infrastructure Plan (BKF)**

This task entails preparing Infrastructure Development and Services Plan and Budget to evaluate infrastructure improvements that may be needed to support land uses and improvements identified in the preferred alternative from Task 6. BKF will prepare digital maps of the existing public utility infrastructure system (Wastewater, Domestic Water and Storm Drainage) based on the City's GIS and information provided by the City. The utility maps will be superimposed on publicly available color aerial imagery. The utility mapping will be provided in either AutoCAD or GIS format so that it can be transferred to and used by others.

We understand the City will prepare detailed water supply assessment. BKF will prepare a cursory low detail summary of the existing utility conditions based purely on this assessment and information the City provides. We will evaluate regional utility needs in the plan area from a utility demand forecast based on land uses presented in the preferred alternative. BKF

will identify the need to upgrade utility infrastructure and advise if additional studies are needed. Forecasted capacities will be summarized in a technical memorandum. A written narrative will be provided in Microsoft Word format so that information can be copied and used in other documents as needed. We will graphically superimpose larger proposed utility mains/trunk lines onto the existing utility maps to create maps reflecting needed infrastructure for the preferred alternative. The analysis described above will describe infrastructure conditions and improvements needed to support the plan utilities, including water, wastewater, storm drainage (including low impact development).

Note that the City of Santa Rosa may have pending and/or approved development projects with the potential to influence the South Santa Rosa Specific Plan. If a summary of these projects is provided to BKF, BKF will evaluate the impact these development projects have on the utility infrastructure and provide a summary of the impacts.

BKF will provide low detail preliminary opinions of probable construction cost for the future utility infrastructure improvements to help develop a financing plan for infrastructure needs.

#### **Task 7.2: Infrastructure Financing Plan (EPS)**

EPS will prepare a Financing Plan based on costs prepared by BKF. Note that the Financing Plan will be delivered as a chapter as part of the Specific Plan (Task 8), although EPS' budget for this task is reflected in Task 7. EPS will leverage its extensive experience in California municipal finance to develop a Financing Plan identifying a set of available funding tools and resources needed to deliver the public infrastructure and facilities necessary for achieving the long-term vision for the area. For each potential source, EPS will estimate the potential amount generated, steps needed to secure funding, and applicability to specific facilities or infrastructure categories. This effort will include consideration of the economic consequences of each of the mechanisms, keeping in mind that financial burdens placed on new development must be kept within reasonable market limits so as not to deter the very development that the Specific Plan will envision.

The funding tools and resources evaluated may include, but not be limited to:

- Expansion or allocation of existing local taxes and fees, including citywide or area impact fees
- Voter-approved debt (e.g., a GO bond)
- Community facilities and benefit assessment (e.g., Mello-Roos CFD) and infrastructure financing districts (e.g., EIFD)
- Public-private joint development opportunities for shared infrastructure
- Strategic “pay-as-you-go” development phasing
- Value-capture techniques to convert fiscal benefits into financing tools
- Cost allocation strategies for required off-site improvements or facilities
- Other regional, state, and federal funding sources

**Task 7 Deliverables:**

7.1: Infrastructure Plan

7.2: Infrastructure Financing Plan (to be incorporated in the Specific Plan)

**TASK 8 – SPECIFIC PLAN DOCUMENT**

**Draft Specific Plan**

The consultant will prepare a Draft Specific Plan in compliance with state law and PDA Planning Program. The Specific Plan will serve as the City’s long range, comprehensive land use, circulation, and implementation plan for guiding development within the plan boundary. The Specific Plan will contain the following components:

1. Vision: Overview of the Plan written in plain language that includes:
  - a. Intended outcomes
  - b. Summary of the area’s history
  - c. Summary of planning process
  - d. Explanation of plan structure
  - e. Summary of implementation actions and timeline
2. Development Standards: Objectively verifiable standards applicable to proposed development projects in the South Santa Rosa Specific Plan area that establish:
  - a. Applicability
  - b. Districts: land use districts into which the development standards are organized
  - c. Use: Permitted, conditionally permitted, prohibited, and, if applicable, required, uses
  - d. Affordable Housing:
    - Minimum share of deed-restricted affordable housing units for developments that include residential floorspace
    - Any linkage fee policy for non-residential development (actual fee amounts are not included in the scope, and will require preparation of a detailed nexus study)
  - e. Transportation:
    - Maximum permitted automobile parking spaces
    - Minimum required bicycle parking spaces
    - Shared parking standards
    - Requirement to “unbundle” parking from rent or sale price of housing

- Travel Demand Management (TDM) strategies to incentivize non-auto travel and reduce potential VMT impacts, potentially including transit passes
- f. Building Design:
- Minimum and maximum total building height, floor-to-floor height (if needed), and floor depth (if needed);
  - Permitted encroachments;
  - Maximum distance between entrances along public rights-of-way;
  - Façade composition, including maximum distance between vertical elements; and
  - Any contextual requirements for rear or side property lines abutting existing residences.
  - Building design features that support a walkable transit development (i.e. building front doors accessible from the street, parking behind buildings, bike/pedestrian only pathways connecting developments and neighborhoods)
- g. Site Design: Maximum distance between public rights-of-way; Maximum setbacks from property lines; Required stormwater treatment; Minimum distance between automobile and loading access points; and Prioritization of locations for automobile and loading access.
- h. Project Approval Process: Submission instructions, required review, criteria for exemptions from review, applicable fees, criteria for fee reductions or exemptions, and any applicable review or fees from external agencies.
- Where applicable, development standards must comply with MTC's Transit-Oriented Communities Policy.
3. **Public Realm Standards:** Objectively verifiable standards applicable to improvements to existing public rights-of-way and to the design of new public-rights-of way and public spaces that include:
- a. Circulation network diagram(s): Map(s) illustrating:
- The location of typical existing and future public rights-of-way, distinguished by category and indicating user priority;
  - Location of existing and future transit routes and bus stops and transit hubs/transfer station as determined by CityBus;
  - Any Rights-of-way that are included in the regional Active Transportation Network; and
  - Location of existing and future emergency response services and routes as provided by emergency service providers.
- b. Right of Way design: Dimensioned plans, cross-sections, and tables for each category of roadway illustrated on the Circulation network diagram, up to a total of

- six (6) roadway types, which also takes into account the existing and future circulation needs for emergency response, including:
- Minimum and maximum width and function of vehicle travel lanes;
  - Minimum sidewalk and planting zone widths;
  - Minimum and maximum distance between street trees;
  - Maximum distance between light fixtures intended to illuminate pedestrian areas;
  - Maximum distance between protected pedestrian crossings;
  - Bike lanes.
- c. Public space network diagram: map illustrating the general location of existing and future publicly accessible spaces that are outside of the Right of Way, such as parks, open space, plazas, transit hub, and bike pathways. New park locations should be determined by geography and population density as they relate to current and projected housing development.
- d. Public space design: Table Standards including maximum distance between access points and desired or required features.
4. **Community, Health, and Equity:** Policies to integrate equity and inclusion into the development projects and public works associated with the Plan, including:
- a. Affirmatively furthering fair housing;
  - b. Ensuring equal access to people of all physical and mental abilities;
  - c. Addressing climate impacts on vulnerable populations; and
  - d. Equity metrics for development projects and public infrastructure.
5. **Capital Improvements:** Map and table of projects that will be carried out by the local jurisdiction or special districts responsible for public works in the Plan area, including:
- a. Public right-of-way
  - b. Public facilities
  - c. Infrastructure
  - d. Publicly accessible open space and parks
6. **Implementation and Financing Plan:** Building off of information in the Infrastructure Development and Services Plan, EPS will tailor specific language for inclusion in the Specific Plan's Implementation and Financing Plan component. Identify actions, investments and strategies for plan implementation, along with completion date estimates, phasing, and cost estimates. Include capital improvements and programs identified in the Plan. For each action and investment, the following should be specified:
- a. Milestones and Dates

- b. Responsible parties
  - c. Estimated cost, committed funding, and anticipated funding sources
  - d. Ongoing tracking and reporting process
7. **Environmental Resources:** To promote resource conservation and facilitate development of a largely “self-mitigating” Specific Plan, the Environmental Resources chapter will outline policies pertaining to specific resource topic, including noise, biological resources, soil contamination, and other known hazards.

An Administrative Draft Specific Plan will be prepared for review by City staff and the TAC.

#### **Public Review Draft Specific Plan**

City staff will provide one set of consolidated comments on the Administrative Draft (synthesizing comments from various City departments and the TAC). Comments received on the Administrative Draft will be used to prepare Public Review Draft Specific Plan. Following a screen-check review by City staff, the Public Review Draft Specific Plan will be prepared.

#### **Community & Decision-Maker Meetings on the Specific Plan**

One meeting of the CAC will be held to brainstorm on detailed policies during Specific Plan development. Hearings with the Planning Commission and the City Council are reflected in Task 11.

#### **Deliverables:**

- 8.1: Administrative Draft Specific Plan
- 8.2: Screencheck Draft Specific Plan
- 8.3: CAC Meeting Summary

### **TASK 9 – ENVIRONMENTAL IMPACT REPORT**

#### **Notice of Preparation/Scoping**

D&B will prepare a draft Notice of Preparation (NOP) for City staff to review. The NOP will include all CEQA-required details including project description, dates of public review and dates/location of the public scoping meeting. D&B will submit a draft NOP in Microsoft Word format for City review. Upon receipt of one round of consolidated comments on the draft NOP, D&B will prepare a final PDF copy of the NOP for City staff to post on its website and for distribution to public agencies. It is assumed that the City will be responsible for the NOP distribution list and associated direct mailing of printed copies of the NOP. D&B will assist with filing the NOP with the State Clearinghouse/Office of Planning and Research. It is assumed that the City will complete the Sonoma County Clerk filing. The NOP and relevant correspondence received in response to the NOP will be attached as an Appendix to the Draft EIR. The scope of the EIR will be adjusted, if necessary, based on the comments received.

Because the EIR will address all issues on the environmental checklist, we do not propose to prepare an initial study.

The Scoping Meeting will be held during the 30-day NOP review period to introduce the community and responsible agencies to the EIR process and obtain input on the EIR scope of work. To facilitate community participation, the scoping meeting can be conducted at one of the two of the second round of community workshops. Notice of the scoping meeting date, time, and location will be provided in the NOP.

It is assumed that the City will do the AB 52 and SB 18 tribal consultation.

### **Administrative Draft EIR**

The consultant will prepare a Program Environmental Impact Report which will thoroughly and adequately assess the impacts of the Draft Specific Plan and comply with the provisions of the California Environmental Quality Act (CEQA). This should include all special studies and the attachment of a Water Supply Assessment to be prepared by the City of Santa Rosa Water Department (and other water suppliers as necessary). The EIR will address the following areas (CEQA Guidelines Appendix G):

- Aesthetics
- Agriculture / Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology / Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology / Water Quality
- Land Use / Planning
- Noise
- Population / Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities / Service Systems
- Wildfire
- Mandatory Findings of Significance

Mineral resources will likely be “scoped out” during the NOP process.



This effort will utilize the work completed to date. No fieldwork or site investigations for resource assessment are included in the scope. For noise, Consultant will use noise measurements at locations within the Specific Plan area conducted for the General Plan. For cultural resources, a search by the Northwest Information Center at Sonoma State University will be performed.

In addition, the EIR will include discussion of growth inducing and cumulative impacts, and significant, unavoidable impacts, if any. A range of reasonable alternatives to the Draft Specific Plan will be evaluated, including the “No Project” alternative.

An Administrative Draft will be provided to City staff. One round of staff review is assumed leading to the Draft EIR/

**Draft EIR**

Following staff comments on the Administrative Draft EIR, the Draft EIR for public review will be prepared, and will be finalized following screencheck review by staff.

**Final EIR**

Following the 45-day public review, the consultant will prepare the Final EIR/Response to Comments. Because it is not possible to anticipate the number of comments that will be received, our budget assumes that 120 hours of consultant time will be sufficient to respond to the comments. Should additional effort be needed, that will comprise additional services. Consultant will also prepare a Mitigation Monitoring and Reporting Program (if needed) following Final EIR certification.

**Task 9 Deliverables:**

- 9.1: Notice of Preparation
- 9.2: Public Scoping Meeting Presentation/Attendance
- 9.3: Administrative Draft EIR
- 9.4: Final EIR
- 9.5: Mitigation Monitoring and Reporting Program

**TASK 10 - GENERAL PLAN AND ZONING AMENDMENTS**

The Consultant and City staff will evaluate properties within the project boundaries to determine which sites need General Plan land use designation amendments. The Santa Rosa General Plan land use designations provided in GIS will be utilized. In consultation with the consultant, City staff will work to incorporate any text or policy amendments within the General Plan, including revisions to population and job projections. More specifically, Consultant’s role for General Plan amendments is limited to providing the following in a list and map:

- Provide land use classification descriptions and development intensities of any new proposed land use designations, and any modifications to existing land use classification descriptions in the General Plan to ensure consistency with the Specific Plan.
- Provide buildout projections (housing units, population, number of jobs, and building area by land use) for the Specific Plan Planning Area.
- Provide GIS layer of proposed Specific Plan land uses for City to then adjust the General Plan Land Use map.

The above information will be provided as working files Word, Excel, or ArcGIS; no General Plan artwork or desktop publishing edits are included in the scope.

The consultant will provide to City staff GIS layer of the proposed land use designations to enable City to evaluate properties within the project boundaries to determine which sites need to be rezoned and/or pre-zoned for consistency with the South Santa Rosa Specific Plan and Santa Rosa General Plan, as well as pre-zoning for the unincorporated areas outside of the plan area. Existing Santa Rosa zoning districts will be utilized.

Zoning regulations—land use consistency matrix and building design and development regulations—should ideally reside in one place, whether that is the Specific Plan or the Zoning Code. Task 8: Specific Plan includes preparation of building design and site development standards. Should there be new zoning districts proposed as part of the Specific Plan, the consultant will provide land use consistency tables for these and either include this in the Specific Plan or provide this to City staff for inclusion in the Zoning Ordinance. Consultant will provide the building design and site development standards (developed as part of Task 8) and the land use consistency matrix to City staff should the City desire to reflect these in the Zoning Code itself rather than provide a reference in the Zoning Code to the Specific Plan.

**Task 10 Deliverables:**

- 10.1: GIS Layer Of Specific Plan Land Use Designations, and if desired, Excel Export Of Property Addresses With Specific Plan Land Use Designations
- 10.2: List of General Plan Text Amendments
- 10.4: Land Use Consistency Matrix for Specific Plan/or Incorporation Into Zoning

**TASK 11 – PRESENTATION AND ADOPTION OF DRAFT SPECIFIC PLAN AND CERTIFICATION OF FINAL EIR**

The consultant, with staff participation, will present the Draft Specific Plan and Final EIR at public hearings before the Planning Commission and City Council. Our scope and budget assume two meetings each with the Planning Commission and the City Council. City staff will be responsible for making presentations to additional boards and committees. Consultant will make any final revisions to the Specific Plan based on changes adopted by the City Council.

**Task 11 Deliverables:**

- 11.1: Attendance and Presentation of Draft Specific Plan and Final at Planning Commission and City Council Public Hearings (two each)
- 11.2: Adopted Specific Plan, Electronic Copy In Native Format (InDesign, and Illustrator/GIS files reflecting native software used)

**SCOPE OF WORK/BUDGET ASSUMPTIONS**

Our budget is based on the following assumptions:

- *Meeting Attendance.* The budget assumes attendance at meetings as shown in the Scope of Work. Costs of additional meeting attendance would be on a time and materials basis if requested; such costs are not included within the guaranteed maximum fee. Meetings and workshop assumptions, and translation/interpretation assumptions are as follows:
  - *Community Workshops/Open Houses (2).* These may be in person or on Zoom.
  - *Focused Small Group Community Stakeholder/Property Owner Meetings (4).* Assumed to be mostly on Zoom
  - *Citizens Advisory Committee (4).* These are assumed to be on Zoom, with the first meeting potentially in person
  - *Technical Advisory Committee (3).* These meetings are not anticipated to be open to the public, and are anticipated to be on Zoom.
  - *Planning Commission and City Council (6 total).* Assumes one study session with each body, and two hearings with each.
  - *Staff Coordination Meetings:* 12 Zoom coordination calls with staff are assumed, in addition to the kickoff meeting.
  - *Meeting Summaries.* Meeting summaries will be short, memorandum style one or two pages, rather than detailed notes or verbatim recitation of meeting proceedings.
- *Translation/Interpretation.* Any translation/interpretation in Spanish will be provided only as noted in the Scope of Work. All other items will be in English only.
- *Final EIR Effort.* Because the effort to prepare the Final EIR (Response to Comments on the Draft EIR) is not predictable in advance, our budget assumes that 120 hours of consultant team time will be sufficient for this task.
- *Consolidated Comments and Direction.* City staff will provide a single set of consolidated comments on the review drafts of all documents.

- *Number of Review Drafts.* Meeting summaries and interim products will be finalized following one round of staff review. For the Specific Plan and the Draft and the Final EIR, staff will be provided detailed outlines, one Administrative Draft, and one Screencheck Draft. Changes made following the Administrative Draft can be provided to staff in track changes to facilitate review of the Screencheck Draft.
- *Electronic Documents.* We will provide digital files of documents in Word/InDesign and Adobe PDF formats, available by electronic transfer. Files will be provided both in high-resolution format for printing as well as low-resolution for posting on the City's website. Maps will be provided in native file formats (Illustrator or ArcGIS) upon conclusion of the project.
- *Printing.* A budget of \$4,000 is allocated for final document printing (Specific Plan or EIR) to be used as per staff direction.
- *Travel Expenses, Mailing Costs, and Other Direct Costs.* The budget includes direct costs related to the project, including travel expenses, mailing costs, printing costs of workshop materials and copies identified above, and other similar reimbursable items.
- *Reallocation by Task/Subconsultant.* Dyett & Bhatia reserves the right to reallocate budget by task or consultant team member, provided the overall project budget is not affected.

**South Santa Rosa Specific Plan  
BUDGET BY TASK**

	Hourly Rate	Task 1 Project Commencement & Mngmt	Task 2 Community Engagement Strategy	Task 3 TAC	Task 4 Review of Prior Work	Task 5 Project Alternatives	Task 6 Preferred Alternative	Task 7 Infrastructure Development and Services Plan	Task 8 Specific Plan Document	Task 9 EIR	Task 10 General Plan and Zoning Amendments	Task 11 Presentation and Adoption	TOTAL
<b>Dyett &amp; Bhatia</b>													
Rajeev Bhatia, Principal in Charge/PM	\$ 260	\$ 13,000	\$ 21,840	\$ 7,800	\$ 4,160	\$ 13,000	\$ 8,320	\$ 3,120	\$ 28,600	\$ 7,800	\$ 7,800	\$ 6,240	\$ 121,680
Andrew Hill, Participating Principal	250	-	5,500	2,000	1,500	4,000	3,000	-	8,000	22,500	-	2,000	48,500
Alison Moore, Asso. Principal	210	840	1,680	-	-	-	-	-	6,300	-	-	-	8,820
Clare Kucera, Associate	170	1,360	3,400	1,360	2,040	5,440	6,800	-	15,300	27,200	1,360	1,360	65,620
Helen Pierson, Associate	170	4,080	5,440	-	1,360	13,600	6,800	2,040	20,400	6,800	6,800	-	67,320
Urban Designer or Planner	150	-	10,500	-	1,200	9,000	6,000	-	13,500	21,000	4,800	-	66,000
GIS/Sr. GIS	155	2,480	-	-	620	13,950	12,400	3,100	13,950	9,300	3,720	1,860	61,380
Project Asst.	110	440	10,340	880	440	2,640	1,320	-	3,520	6,600	1,100	1,760	29,040
Printing, Allowance		-	400	-	-	-	-	-	-	-	-	4,000	4,400
Other Direct Cost (Travel, Database Searches, etc.)		150	620	300	-	300	300	-	600	1,200	-	400	3,870
<b>Sub-Total</b>		<b>22,350</b>	<b>59,720</b>	<b>12,340</b>	<b>11,320</b>	<b>61,930</b>	<b>44,940</b>	<b>8,260</b>	<b>110,170</b>	<b>102,400</b>	<b>25,580</b>	<b>17,620</b>	<b>476,630</b>
<b>W-Trans</b>													
Dalene J. Whilock, Senior Principal	370	-	-	-	-	740	740	-	740	1,480	-	-	3,700
Brian Canepa, Principal	285	-	-	1,140	-	2,280	570	-	7,410	1,140	570	-	13,110
Zachary Matley, Principal	270	1,620	1,620	2,160	-	8,640	9,720	-	8,910	12,420	540	1,620	47,250
Barry Bergman, Senior Planner	215	-	-	-	-	1,720	-	-	2,365	860	215	-	5,160
Associate Engineer	150	300	300	600	-	7,500	7,800	-	8,100	8,400	150	300	33,450
Administrative III	160	320	-	-	-	320	-	-	-	320	-	-	960
Administrative II	135	-	270	-	-	270	-	-	540	2,430	-	-	3,510
Direct Costs		-	-	50	-	1,200	660	-	800	-	-	50	2,760
<b>Sub-Total</b>		<b>2,240</b>	<b>2,190</b>	<b>3,950</b>	<b>-</b>	<b>22,670</b>	<b>19,490</b>	<b>-</b>	<b>28,865</b>	<b>27,050</b>	<b>1,475</b>	<b>1,970</b>	<b>109,900</b>
<b>BKF Engineering</b>													
Geoff Coleman, Principal	313	-	-	-	2,504	2,504	-	3,130	1,878	1,252	-	-	11,268
Rick Swinth, Project Manager	282	-	-	-	20,304	11,280	-	28,200	4,512	11,280	-	-	75,576
John Navarro, Senior Project Engineer	233	-	-	-	-	-	-	25,630	9,320	3,728	-	-	38,678
<b>Sub-Total</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>22,808</b>	<b>13,784</b>	<b>-</b>	<b>56,960</b>	<b>15,710</b>	<b>16,260</b>	<b>-</b>	<b>-</b>	<b>125,522</b>
<b>Economic and Planning Systems</b>													
Jason Moody, Managing Principal	325	-	-	-	-	-	-	9,750	2,600	-	-	1,625	13,975
Ryan Martinez, Project Manager	230	-	-	-	-	-	-	10,580	920	-	-	-	11,500
<b>Sub-Total</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>20,330</b>	<b>3,520</b>	<b>-</b>	<b>-</b>	<b>1,625</b>	<b>25,475</b>
<b>Bottomley Design &amp; Planning</b>													
Terry Bottomley, Principal	230	2,300	-	-	-	-	-	-	2,760	-	-	-	5,060
Claire Vlach, Associate	130	-	-	-	-	-	-	-	12,480	-	-	-	12,480
Ritu Goel, Associate	130	-	-	-	-	-	-	-	3,120	-	-	-	3,120
<b>Sub-Total</b>		<b>2,300</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>18,360</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>20,660</b>
<b>Charles Salter &amp; Associates</b>													
Vice President	325	-	-	-	-	-	-	-	-	2,600	-	-	2,600
Associate	225	-	-	-	-	-	-	-	-	2,925	-	-	2,925
Senior Consultant	195	-	-	-	-	-	-	-	-	1,560	-	-	1,560
<b>Sub-Total</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>7,085</b>	<b>-</b>	<b>-</b>	<b>7,085</b>
<b>TOTAL FEE</b>		<b>26,890</b>	<b>61,910</b>	<b>16,290</b>	<b>34,128</b>	<b>98,384</b>	<b>64,430</b>	<b>85,550</b>	<b>176,625</b>	<b>152,795</b>	<b>27,055</b>	<b>21,215</b>	<b>765,272</b>

**South Santa Rosa Specific Plan**  
**HOURS BY TASK**

	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Task 11	TOTAL
	Project Commencement & Mngmt	Community Engagement Strategy	TAC	Review of Prior Work	Project Alternatives	Preferred Alternative	Infrastructure Development and Services Plan	Specific Plan Document	EIR	General Plan and Zoning Amendments	Presentation and Adoption	
<b>Dyett &amp; Bhatia</b>												
Rajeev Bhatia, Principal in Charge/PM	50	84	30	16	50	32	12	110	30	30	24	468
Andrew Hill, Participating Principal		22	8	6	16	12		32	90		8	194
Alison Moore, Asso. Principal	4	8						30				42
Clare Kucera, Associate	8	20	8	12	32	40		90	160	8	8	386
Helen Pierson, Associate	24	32		8	80	40	12	120	40	40		396
Urban Designer or Planner		70		8	60	40		90	140	32		440
GIS/Sr. GIS	16	0		4	90	80	20	90	60	24	12	396
Project Asst.	4	94	8	4	24	12		32	60	10	16	264
<b>Sub-Total</b>	<b>106</b>	<b>330</b>	<b>54</b>	<b>58</b>	<b>352</b>	<b>256</b>	<b>44</b>	<b>594</b>	<b>580</b>	<b>144</b>	<b>68</b>	<b>2,586</b>
<b>W-Trans</b>												
Dalene J. Whilock, Senior Principal					2	2		2	4			10
Brian Canepa, Principal			4		8	2		26	4	2		46
Zachary Matley, Principal	6	6	8		32	36		33	46	2	6	175
Barry Bergman, Senior Planner					8			11	4	1		24
Associate Engineer	2	2	4		50	52		54	56	1	2	223
Administrative III	2				2				2			6
Administrative II		2			2			4	18			26
<b>Sub-Total</b>	<b>10</b>	<b>10</b>	<b>16</b>	<b>0</b>	<b>104</b>	<b>92</b>		<b>130</b>	<b>134</b>	<b>6</b>	<b>8</b>	<b>510</b>
<b>BKF Engineering</b>												
Geoff Coleman, Principal				8	8		10	6	4			36
Rick Swinth, Project Manager				72	40		100	16	40			268
John Navarro, Senior Project Engineer							110	40	16			166
<b>Sub-Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>80</b>	<b>48</b>	<b>0</b>	<b>220</b>	<b>62</b>	<b>60</b>	<b>0</b>	<b>0</b>	<b>470</b>
<b>Economic and Planning Systems</b>												
Jason Moody, Managing Principal							30	8			5	43
Ryan Martinez, Project Manager							46	4				50
<b>Sub-Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>76</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>93</b>
<b>Bottomley Design &amp; Planning</b>												
Terry Bottomley, Principal	10							12				22
Claire Vlach, Associate								96				96
Ritu Goel, Associate								24				24
<b>Sub-Total</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>132</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>142</b>
<b>Charles Salter &amp; Associates</b>												
Vice President									8			8
Associate									13			13
Senior Consultant									8			8
<b>Sub-Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>29</b>	<b>0</b>	<b>0</b>	<b>29</b>
<b>TOTAL HOURS</b>	<b>126</b>	<b>340</b>	<b>70</b>	<b>138</b>	<b>504</b>	<b>348</b>	<b>340</b>	<b>930</b>	<b>803</b>	<b>150</b>	<b>81</b>	<b>3,830</b>



## Oureach Budget Detail

HOURS			<i>Engagement Program</i>	<i>Website Materials</i>	<i>Workshops (2)</i>	<i>CAC (4)</i>	<i>Community Survey</i>	<i>Pop-Up/Go-To Outreach Events (6)</i>	<i>Small Group Meetings (4)</i>	<i>Total</i>								
Rajeev Bhatia, Principal in Charge/PM			6	0	12	24	12	14	16	84								
Andrew Hill, Participating Principal					8	4	4	6		22								
Alison Moore, Asso. Principal			4			4				8								
Clare Kucera, Associate						8			12	20								
Helen Pierson, Associate			4	0	4	4	8		12	32								
Urban Designer or Planner					16		30	24		70								
GIS/Sr. GIS										-								
Project Asst.			10	16	12	16	14	18	8	94								
<b>Total</b>				<b>16</b>	<b>52</b>	<b>60</b>	<b>68</b>	<b>62</b>	<b>48</b>	<b>330</b>								
DOLLARS		<i>Hourly Rate</i>																
Rajeev Bhatia, Principal in Charge/PM	\$	260	\$	1,560	\$	-	\$	3,120	\$	6,240	\$	3,120	\$	3,640	\$	4,160	\$	21,840
Andrew Hill, Participating Principal		250		-		-		2,000		1,000		1,000		1,500		-		5,500
Alison Moore, Asso. Principal		210		840		-		-		840		-		-		-		1,680
Clare Kucera, Associate		185		-		-		-		1,480		-		-		2,220		3,700
Helen Pierson, Associate		165		660		-		660		660		1,320		-		1,980		5,280
Urban Designer or Planner		145		-		-		2,320		-		4,350		3,480		-		10,150
GIS/Sr. GIS		155		-		-		-		-		-		-		-		-
Project Asst.		110		1,100		1,760		1,320		1,760		1,540		1,980		880		10,340
Printing								400										400
Travel								200						300		120		620
<b>Total</b>				<b>4,160</b>		<b>1,760</b>		<b>10,020</b>		<b>11,980</b>		<b>11,330</b>		<b>10,900</b>		<b>9,360</b>		<b>59,510</b>

# Proposed Schedule - South Santa Rosa Specific Plan

January 21, 2025

