

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH CONGER MOSS GUILLARD
AGREEMENT NUMBER _____**

This "Agreement" is made as of _____, by and between the City of Santa Rosa, a municipal corporation ("City"), and Conger Moss Guillard, a California Corporation ("Consultant").

R E C I T A L S

A. City desires to obtain landscape architectural design, community outreach and master plan design services for the Southeast Greenway.

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 amount of \$2,447,962 with a 10% contingency of \$223,447 for a total sum of two-million, six-hundred seventy one-thousand, four-hundred nine dollars and no cents (\$2,671,409). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 09786.

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, defend and hold harmless City, and its employees and officials ("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), to the extent they 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 to the extent caused by the negligence or intentional misconduct of City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault.

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:

Scott Wilkinson
69 Stony Circle, Santa Rosa, CA 95401
707-543-3953

Consultant Representative:

Lauren Stahl
444 Bryant St, San Francisco, CA 94107
415-495-3070

8. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be

entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

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

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

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

9. ADDITIONAL SERVICES

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

10. SUCCESSORS AND ASSIGNS

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

11. TERM, SUSPENSION, TERMINATION

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

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

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

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than June 30, 2029. Notwithstanding the foregoing, in no event will Consultant be responsible for damages due to circumstances beyond Consultant's reasonable control.

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 (check one)

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

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

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

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

16. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Consultant may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Consultant agrees to protect all City Information and treat it as strictly confidential, and further agrees that Consultant shall not

at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Consultant shall comply with all City policies governing the use of the City network and technology systems. A violation by Consultant of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

17. CONSULTANT INFORMATION

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

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

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

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

18. MISCELLANEOUS

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

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

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

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

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

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

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

19. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing [enter type of entity], 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: Conger Moss Guillard

TYPE OF BUSINESS ENTITY (*check one*):

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

Signatures of Authorized Persons:

By: _____

Print Name: Charles W. Moss

Title: President

By: _____

Print Name: Chris Guillard

Title: CFO

City of Santa Rosa Business Tax Cert. No.

06540719

Attachments:

Attachment One - Insurance Requirements

Exhibit A - Scope of Services

Exhibit B - Compensation

CITY OF SANTA ROSA

a Municipal Corporation

By: _____

Print Name: Lori Ann Farrell

Title: Interim City Manager

APPROVED AS TO FORM:

Office of the City Attorney

ATTEST:

City Clerk

ATTACHMENT ONE INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES AGREEMENTS

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

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

B. Endorsements:

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

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

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

D. Other Insurance Provisions:

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

Approach

Our Approach: Nurturing Nature + Community in the Southeast Greenway

CMG is deeply passionate about nurturing nature through a holistic understanding that bridges both its spiritual essence with its technical realities. We believe profoundly in the importance of "big nature"—those vast, irreplaceable landscapes essential to our ecological health and collective sense of balance. However, we are equally passionate about the "lived nature" found in places like the Greenway, where the natural world is woven directly into the fabric of everyday life.

We believe that restored, native landscapes can thrive in the heart of our neighborhoods. These urban parks shape how communities experience nature—not as a distant destination, but as a constant, daily presence.

Regional Connections + Ecological Healing

The Southeast Greenway sits at a powerful intersection. On a regional scale, the connection to the Mayacamas Mountains, Spring Lake Park, and the surrounding open space to the east is incredibly powerful. The large, intact landscapes—accessible for hiking, biking, camping, and recreation—offers a clear and inspiring connection to nature.

We are inspired by the opportunity to extend those connections westward, to create meaningful access for western Santa Rosa and Roseland.

This project is a rare opportunity for ecological stewardship. By widening creek corridors and restoring the health of Spring, Sierra Park, and Matanzas Creeks,

we can heal ecological systems while creating beautiful and meaningful places for people. We are particularly intrigued by the potential for vernal pools and seasonal wetlands. Restoring these unique habitats—which have largely vanished from the Santa Rosa Plain—is an act of regional stewardship. Furthermore, by integrating natural stormwater treatment and detention, we can ensure the Greenway functions as a resilient piece of infrastructure that reduces downstream flooding and enhances water quality. By allowing infrastructure and ecology to work together, we can create functional and beautiful spaces.

Proven Experience in Complex Connectivity

Our work on Treasure Island and Yerba Buena Island serves as a meaningful parallel to the Southeast Greenway. For 25 years, CMG has led the planning and implementation of over 200 acres of parks and open space. Working with our transportation partners, Fehr and Peers, we realized a vision of integrated regional bikeways and streets designed for people of all ages and abilities.

We will bring this same expertise to Santa Rosa, ensuring a well-designed, non-motorized, multi-use pathway along the entire 2-mile corridor. Our team will focus on "stress-free" crossings—utilizing safe intersection controls—to ensure safe passage to schools, work, and shopping. As mobility technology changes, we will optimize the Greenway to be a model of multi-modal connectivity.

Centering the "Lived Experience Experts"

While the physical pathway is vital, the opportunity to connect through an inclusive planning process is even more important.





Our work will be guided by a thoughtful and intentional community engagement framework developed in collaboration with our colleagues at **Civic Edge** and **Kimzin Creative**.

- **Broad Community Storytelling:** Civic Edge will lead engagement with the broad general population, the broad communication campaign and storytelling, public awareness and an inclusive stakeholder feedback loop.
- **Creative Engagement:** Kimzin Creative will lead creative and arts-based engagement with the equity priority populations. This framework is designed to create layered, parallel pathways for engagement—each tailored to meet people where they are, and each grounded in respect, trust, and shared ownership.

This engagement strategy is about changing the existing pattern. It aims to establish an authentic, feasible, and respectful process from the very beginning and sustain that commitment throughout the life of the project. As the work unfolds, these voices must remain prioritized in collective decision-making—not as a one-time gesture, but as a continuous practice. The phrase **“Nothing about us without us”** reminds us that no policy, program, or design decision should be made without the full and direct participation of the people most affected.

Running parallel—and equally important—is a broad community engagement process led by Civic Edge. This track is designed to include all of Santa Rosa: neighbors, advocates, and individuals with professional or lived expertise related to the Greenway.

left: Guided Walks on the Southeast Greenway + Western Bluebird, Images from southeastgreenway.org.

This includes people with deep knowledge of local habitats and bird species, biking routes and mobility networks, educational opportunities, and the many ways the Greenway could support schools and curriculum. It also encompasses those who have long championed this vision—those who advocated to preserve the corridor as open space, worked to return the land to City ownership, and stewarded the idea of the Greenway as a shared resource for all.

We have witnessed the power of co-creative processes through the Petaluma River Park project, where community-driven engagement shaped both vision and outcome. This experience informs and inspires our approach to the Greenway project.

An essential layer of the Petaluma River Park work was shaping the activities and programs that will gather people in ways that feel welcoming, safe, and inclusive. While nature is vital to daily life, not everyone experiences a park in the same way. To truly serve the whole community, the Greenway must offer multiple



above: Mason Street Cycle track proposal at Crissy Field, San Francisco.
bottom: Let's Build a Park!" Activity at Petaluma River Park.

ways to engage/participate/belong—across ages, cultures, interests, and abilities.

These questions connect to some of the primary questions we will explore in the community engagement work. Together, we will explore what additions best serve Santa Rosa's park system, what makes people feel comfortable and invited, and how those aspirations align with funding, phasing, and long-term operations and maintenance.

CMG brings years of experience designing parks that support this kind of layered use: playgrounds, outdoor amphitheaters, flexible gathering spaces for markets and celebrations, community gardens for food, shared stewardship and learning, and courts and trails designed for comfort and climate—often with shade integrated throughout. Walking, running, and biking paths will be critical components, with careful attention to comfort, safety, and year-round usability.

A Legacy of Stewardship

Ultimately, when people feel reflected in a place, they care for it. That shared sense of ownership is what will transform the Greenway into a sustainable resource for generations.

You have been doing this work for years—advocating for this land and securing it from Caltrans. Now, you are inviting the rest of the city to dream with you. We are honored to help you turn that collective vision into a vibrant, resilient reality that belongs to everyone.

Scope of Services

Task 1: Discovery - Project Initiation + Existing Conditions

We will conduct a thorough assessment of existing conditions, integrating ecological features such as creek corridors with community input. This comprehensive understanding will include mapping not just the physical constraints but also the rich social fabric surrounding the Greenway. To manage risks for the city, we will identify potential challenges in the existing environmental and social frameworks early on, ensuring that mitigation strategies are in place to address any issues that may arise during the project lifecycle.

Task 1a. Project Kick-off + Coordination

- Zoom kick off meet with city/client team focused on refining the project schedule and confirming communication and project goals.
- Zoom coordination meeting with full consultant team.
- Site walk and field visit with key team members.

Task 1b. Data Collection + Mapping

- Plans, policies and regulatory framework: collect and review relevant plans, policies, zoning and General Plan documents.
- GIS mapping and technical data collection: Collect and map data on land use, transportation,



above: Yerba Buena Island Stormwater Gardens + Trail System, San Francisco, CA.

utilities, environmental/biological resources, topography, floodplains, and other relevant factors.

- Evaluate existing transportation infrastructure and neighborhood access points.
- Identify design-related barriers and safety constraints: sight lines, crossings, driveway interactions, conflict points.
- Equity + Demographic Analysis
 - Prepare GIS-supported mapping of census and transportation data.
 - Analyze demographic and socioeconomic data.
 - Identify priority populations and equity priority areas.
- Cultural resources
 - Address historic preservation laws.
 - Engage and collaborate with the Federated Indians of Graton Rancheria.
 - Archaeological, historic, and tribal resources will be identified and properly addressed.

• **Field Verification:** Conduct field visits as needed to verify mapping data, document existing site conditions

Task 1c. CEQA Process Analysis: The EIR is robust, and the project appears consistent with existing General Plan land use designations and zoning, potentially qualifying it for CEQA streamlining options. During this task the team will fully explore the options through:

- **Detailed review of existing Environmental Impact Report (EIR)**
- **Confirm project consistency with General Plan and zoning**
- **Identify CEQA streamlining opportunities**
- **Prepare CEQA Process Analysis Memorandum including:**
 - Recommended compliance pathway
 - Legal defensibility considerations
 - Alignment with City procedures
 - Table identifying required environmental permits
 - Applicable project areas and activities

Task 1d. Opportunities + Constraints Analysis:

The team will review the existing infrastructure, environmental and social conditions and identify key opportunities and constraints for the project to inform the concept alternatives in Task 3.

• **Task 1 Deliverables:**

- Detailed project schedule with milestones.
- Draft and final arborist report with geospatial layer of mapped and inventoried trees.
- Draft and final biological resources assessment letter report with geospatial data layers for habitat and land cover, including preliminary wetlands and waters.
- Draft and final cultural resources technical report.
- Draft and final CEQA process analysis memorandum.
- Draft and final GIS supported existing conditions reports with corresponding technical report appendices.
- Draft and final opportunities and constraints memo.

Task 2: Community Outreach + Engagement

CMG, Civic Edge and Kimzin Creative will lead a robust public engagement campaign to deliver an inclusive, multi-track engagement process that elevates equity priority populations and integrates public input into design decisions. We anticipate that the scope outlined below and in the project schedule will be refined in collaboration with the Greenway Partners and Steering Committee during the initial planning phase.

We propose two additions to the engagement scope outlined in the RFP including:

- A Community Design Council made up of community nominated members and to elevate the voices of equity priority populations to provide in-depth, sustained input into the Greenway design. The on-going discussions in this group build trust between the project team and community and allow for greater understanding of the needs of those who are less likely to participate in traditional engagement processes.
- Arts-based engagement with Sonoma-County-based artists to create a series of unique events that will be translated into original artworks that reflect shared aspirations.

Facilitating interactive visioning workshops and ongoing feedback loops will allow participants to see their contributions reflected in the design process. As design concepts and alternatives emerge, we will



ensure that community members can recognize their ideas in the physical design, promoting a sense of ownership and stewardship that is vital for long-term success.

Task 2a: Engagement Planning, Research, Recruitment + Outreach

- **Public Outreach + Engagement Plan (Civic Edge)**

- Review and refine engagement scope into a draft and final Outreach and Engagement Plan.
- Establish and maintain tracking system for outreach activities and active community interest email list.
- Establish communication framework and schedule including email updates, project website updates, posts to City Communications newsletter and social media and exploration of other communication avenues such as including mailers in city agency mail and artist-designed signs on city buses.
- Initial phase will include interviews, meetings and listening sessions to develop relationships and representative understanding of community needs.
- Continue direct outreach through canvassing campaign, including project neighbors and identified equity priority populations. Canvassing to be coordinated with community groups, including Latino Service Providers.

- Develop and publish a community needs assessment survey to be circulated through the City's social media channels. Analyze and prepare a summary of results.
- Specific effort shall be made to reach the following groups and communities:
 - Residents of Equity Priority Communities and BIPOC residents throughout the City of Santa Rosa
 - Spanish speakers
 - Direct neighbors
 - Community-based organizations and user groups: faith-based, healthcare, conservation, service providers, youth sports and adult recreation programs and organizations, environmental educators etc.
 - Advocacy groups: neighborhood, environmental, bicycle and pedestrian, elderly, youth, mental health, inclusion & belonging, agriculture and food security, etc.
 - Local schools
 - Area business owners and organizations
 - People who rely on active transportation (i.e., walking, biking, rolling, mobility devices, etc.) as the main or frequent mode of transportation
 - People who are interested in walking or biking but perceive barriers, and households with no or limited access

above left: McLaren Park + Playground, San Francisco, CA.

above right: Bay Meadows Community Park, San Mateo, CA.

to a motor vehicle

- Residents with disabilities
- Youth / students and older adults
- Households with limited English proficiency; and households without internet access

- **Recruitment**

- **Project Steering Committee (Civic Edge):** Recruit stakeholders and committed and representative community members and user groups to participate in the leadership of the project.
- **Community Design Council (Kimzin):** 10-15 community members that prioritize representation from equity priority populations and areas.
 - Participants are compensated for their time, including reimbursement for transportation and any childcare expenses.
- **Artist Recruitment (Kimzin):**
 - Recruit local artists.
 - Define final art project process and deliverables.

Task 2b. Engagement Meetings, Workshops, Pop-ups

A lead consultant or consultants have been identified for each activity below, however, the team will work cohesively to ensure the multi-track engagement efforts uses cohesive materials and messages. The entire team may attend some workshops or events to ensure consistency and open communication.

- **Steering Committee Meetings (CMG + Civic Edge):**
 - Kick-off Meeting: Review draft engagement plan, establish governance and decision-making process.
 - Site Walk.
 - Debrief after Visioning workshop and pop-ups; consider emerging goals/themes.
 - Review and provide feedback on concepts and alternatives.
 - At least one meeting will be combined with the Community Design Council.
- **Community Design Council (Kimzin):**
 - 5 In-person workshops, 2.5 hours each.

- At each step, the design team will meet with the Community Design Council to gather initial feedback before bringing the updates to the community at large.
- At least one meeting will be combined with the Steering Committee.

- **Public Engagement Workshops:** longer-format workshops invite the general public to review the work and provide feedback at each project phase. Workshops will include engaging and creative activities to encourage participation. All public engagements will include material in English and Spanish.
 - Discovery Phase (Civic Edge): Provide feedback on existing conditions, learn about the constraints and opportunities and prioritize which programs and features should be included in the Greenway.
 - Exploration (Civic Edge): Review and comment on the concept alternatives.
 - Synthesis + Final Celebration (Kimzin): a Community Celebration & Plan Reveal to present the Preferred Concept Plan in a culturally relevant and joyful way. This celebration could include a live performance or concert or art exhibition featuring engagement artworks and plan elements. The event will include:
 - Public sharing of key findings and next steps.
 - The event will function as both a **feedback loop and trust-building milestone**, reinforcing transparency and shared ownership.
 - Workshops will have online engagement options which could include recordings of meetings with surveys for feedback or other online engagement methods.
- **Pop-up Events:** These events will be held at community events or meetings around Santa Rosa to reach a broad base of community members. The pop-ups in each phase will be asking for the same feedback as the larger workshops, but the formats or activities may differ based on audience. Pop-ups will be held in all four quadrants of Santa Rosa and may include:
 - Site Walks with various groups at the Greenway (CMG + Civic Edge).

- Tabling/presentations at previously scheduled community events and meetings to engage folks around the concept alternatives (Civic Edge).
- Arts-Based (Kimzin): facilitated by a local artist to engage key populations. These events will generate qualitative data to inform the Greenway design and will also serve as source material for two original artworks. The final artwork will be shared back with the community as a creative reflection of collective input and findings.
 - Two artists (Experiential, Spoken Word) will create one large-scale artwork each explicitly designed to share back community findings.
- **Public Engagement Summary Report (Civic Edge):** document outreach activities, participation levels, and key findings.

Task 2c: Branding + Visual Identity

Cohesive and compelling visual identity and branding would help the Greenway's success by giving the project a clear, memorable presence that strengthens public understanding and emotional connection to its goals, making outreach efforts more effective and inclusive. A cohesive visual brand also builds credibility, distinguishes the project in a crowded landscape of causes, and can enhance donor trust and fundraising potential by making the mission easily recognizable and compelling to supporters. This task includes:

- (1) Kick-off meeting to review goals and usage to determine final asset deliverables (examples include titleblock, slide deck, etc).
- (4) Additional meetings to solicit input
- Initial concepts and up to (4) iterations on draft designs
- **Task 2 Deliverables:**
 - Draft and final Public Outreach and Engagement Plan.
 - Community Outreach activities tracking system.
 - Community interest and project email list.
 - Materials to support project updates on the city's project website.
 - Community Needs Assessment Survey and Results.

- Workshops and Pop-up Events Including:
 - (8-10) Steering Committee meetings
 - (2) Workshops and (1) Final Celebration.
 - (9) Pop-ups, including 6 arts-based pop-ups
 - (5) Community Design Council Workshops.
 - Summary of each workshop and public comments.
- Materials and graphics for use in canvassing and at workshops and pop-ups (hand-outs, presentations, boards, games/activity worksheets, coloring books, surveys).
- Public Engagement Summary Report documenting outreach activities, participation levels and key findings (Civic Edge).
- Branding and Visual Identity Toolkit including project logo, color palette, fonts and select assets to be determined during the kick-off meeting.

Task 3: Exploration - Concept Development + Alternatives

We will develop 2-3 concept alternatives that reflect the diverse needs and aspirations of the community. The process will be iterative and collaborative, ensuring that each design alternative integrates input from community members, particularly those with deep knowledge of local habitats, mobility networks, and recreational needs. This co-creative process embodies our mission to blend artful design with social and ecological wellbeing. To manage risks, we will consider feasibility for each design option, analyzing potential impacts, costs, and community alignment to ensure that the final concepts are both practical and realize the city's objectives.

The design will emphasize connectivity to regional landscapes, linking the Southeast Greenway to the Mayacamas Mountains and Spring Lake Park. This connection is not just physical; it also fosters a sense of belonging and community stewardship, inspiring all residents to engage with their natural environment.

Task 3a. Concept Framework: Develop evaluation framework assessing feasibility, sustainability, cost, alignment with project goals.

- **Document framework in Concept Development Summary Memo.**
- **Conduct comparative assessment of alternatives.**
- **Prepare Comparative Evaluation Summary.**

Task 3b. Concept Alternatives: Develop 2–3 distinct concept alternatives integrating multi-use path and priority program identified by the community with the known existing conditions.

- **Prepare high-quality illustrative materials suitable for technical and public audiences.**
- **Coordinate iterative feedback loops with:**
 - Steering Committee.
 - Community Design Council.
 - Public workshops.
 - Online engagement.
- Document outreach feedback.
- Identify strengths and trade-offs of each alternative.

Task 3c. Concept Refinement: Select and refine preferred concept.

- Refine design of park elements, spatial organization, circulation, habitat zones,

infrastructure, trails and gathering spaces, recreation areas, landscape character, and interpretive features.

- Emphasize a continuous, high-quality multi-use pathway as:
 - Project spine.
 - Early implementation priority.
 - Long-term defining feature.
- **Task 3 Deliverables:**
 - Concept Development Summary Memo with Evaluation Framework and Comparative Evaluation Summary.
 - 2-3 Distinct Concept Alternatives with supporting illustrative materials.
 - Preferred Concept Plan.

Task 4: Synthesis - Preferred Master Plan with Implementation Strategy

Our Preferred Master Plan will prioritize long-term stewardship and community engagement in its implementation strategy. We recognize that when people feel welcomed, reflected, and included, they care for and protect their shared spaces. This sense of shared ownership is essential to sustaining the Southeast Greenway into the future, aligning with our mission of promoting ecological wellbeing through thoughtful design.



above: Meta Headquarters, Menlo Park, CA.

Task 4a. Develop a Preferred Master Plan including illustrative plans + diagrams:

The Preferred Plan will be documented through a cohesive set of plans, diagrams, and renderings that clearly convey the design and inspire philanthropy and excitement. These materials will showcase a concept that is both technically feasible and visually compelling.

Task 4b. Cost Estimates: A statement of probable costs will outline the likely cost of construction including current estimates for materials and labor as well as contractor overhead and escalation to the likely timeframe of construction. A contingency will be applied to help plan for unforeseen expenses.

Task 4c. Phasing, Funding, Partnerships, Governance, + Stewardship Strategy

The team will work to develop an integrated implementation strategy to support the Greenway's long-term success, focusing on operations, funding, governance, and phased delivery.

- **Maintenance + Operations Strategy:** Develop a practical, implementable long-term maintenance and operations strategy aligned with the Greenway's ecological character, anticipated use, and the Greenway Partners capacity, including:
 - Evaluation of anticipated maintenance demands under the preferred plan.
 - Recommended staffing models and service levels (baseline and enhanced scenarios).
 - Maintenance best practices and task lists aligned with proposed materials, landscapes, and amenities.
 - Order-of-magnitude operating and maintenance cost considerations.
- **Funding + Partnership Strategy:** Develop a coordinated funding roadmap to support both capital improvements and ongoing operations.
 - Identify public funding sources, grants, philanthropic and corporate contributions, bond measures, and partnership opportunities.
 - Align funding strategies with phasing and early-action projects.
 - Coordinate with the Greenway Partners and consultant team to ensure long-term sustainability.

- **Earned Revenue Assessment:** Evaluate feasible revenue-generating opportunities that support operations while reinforcing project goals.
 - Assess concessions, rentals, user fees, sponsorships, and events.
 - Consider feasibility, mission alignment, and operational implications.
- **Early-Out / Pilot Projects:** Review catalytic early initiatives that build momentum, visibility, and community stewardship.
 - Summarize benefits, relative costs, permitting considerations, and partnership needs.
- **Governance + Stewardship Framework:** Develop a governance and stewardship framework to support long-term Greenway maintenance and operations by evaluating management models, clarifying partner roles and responsibilities, recommending decision-making and reporting structures, strategically allocating duties to maximize capacity and sustainability, and incorporating community stewardship opportunities.
- **Implementation Phasing:** Outline a phased delivery strategy aligned with governance, operational capacity, funding availability, and long-term financial sustainability.
- **Task 4 Deliverables:**
 - Preferred Master Plan Document.
 - Implementation Strategy Report.
 - Funding and Philanthropy Matrix.
 - Final digital and print-ready files for grant and fundraising efforts.

Task 5: Administrative Review + Approval

We will facilitate an administrative review process that empowers the Steering Committee to guide decision-making. By actively involving the community in these discussions, we will not only enhance accuracy but also broaden community inclusion, ensuring that the final plan reflects the collective vision of Santa Rosa residents.

The review and approval process will include meetings with various city agencies and stakeholder groups. The CMG team will compile comments and will incorporate feedback into the Master Plan. Agency review meetings will include:

- (2) Board of Parks and Recreation
- (2) Design Review and Preservation Board

- (1) Bicycle and Pedestrian Advisory Board
- (1) Art in Public Places Committee
- (1) Community Advisory Board
- (1) City Council Meeting
- (1) Sonoma County Agricultural Preservation and Open Space District
- (1) Sonoma Water

• **Deliverables:**

- Slide presentations and attendance at up to (12) public meetings.
- Meeting notes and compiled agency comments.

OPTIONAL Task 6: Environmental Review + CEQA Coordination

Every effort will be made to utilize the most cost-effective yet defensible approach towards meeting the project's CEQA requirements. The City already has a strong EIR, and it should be leveraged to the greatest extent possible. With that context, the analysis conducted under Task 1 would determine the approach to CEQA compliance for Task 6 as follows:

Task 6a. Consistency Analysis Memorandum

Should the analysis in Task 1f determine that no additional or more severe environmental effects or significant project changes will be identified beyond those disclosed in the 2019 EIR, the team, led by ESA, would prepare a consistency analysis memorandum to demonstrate that the project would comply with the requirements of CEQA Guidelines Section 15183. The analysis would provide an overview comparison of the project's consistency with the 2019 General Plan Amendment and Rezoning and the impacts described in the 2019 EIR. If the analysis were to find that the current project and the analysis in the EIR are consistent, the document could be included with the City's staff report and used to support a finding of exemption from further environmental analysis as provided in CEQA Guidelines Section 15183. In our view, based on our current understanding, this option represents the most likely scenario for CEQA compliance.

• **Task 6a Deliverables:**

- Draft Consistency Analysis Memorandum.
- Final Consistency Analysis Memorandum.
- Attendance at two hearings.

Task 6b. Addendum to the 2019 EIR

Should the analysis in Task 1f determine that a greater level of environmental review than a Consistency Analysis Memorandum would be required based on changes to the project or newly identified environmental effects, an Addendum to the 2019 EIR is the next most likely scenario based on our current understanding. This approach would accommodate minor changes or refinements to the project and would provide a defensible avenue for CEQA compliance if such changes are contemplated.

Per the provisions of CEQA Guidelines Section 15164, an Addendum to the 2019 EIR would be prepared if some changes or additions to the project are proposed but none of the conditions described in CEQA Guidelines Section 15162 calling for preparation of a subsequent EIR have occurred. These conditions include substantial changes to the project, new information of substantial importance, or substantial increases in the severity of an identified effect. If none of these conditions are present, a brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 would be included in the Addendum, in the City's findings on the project, or elsewhere in the approval record. The explanation would be supported by substantial evidence to support the finding that none of the conditions listed in Section 15162 are present.

• **Task 6b Deliverables:**

- Draft Addendum.
- Final Addendum.
- Attendance at two project hearings.

Task 6c. Additional Environmental Analysis

In the unlikely event that the analysis in Task 1f determines that an Initial Study/Mitigated Negative Declaration (IS/MND) or a Subsequent EIR would be required, additional scope and fee would be negotiated with the City at that time. However, based on our understanding of the project as currently envisioned and the high level of quality of the 2019 EIR, we find this outcome to be unlikely. Such a requirement would only arise if substantial changes are made to the proposed project, if new information of substantial importance is identified, or if new significant environmental effects are identified. Based upon what we know currently, none of these conditions would apply to the project.

OPTIONAL Task 7: Design Development (30% Design)

As the master plan is nearing completion, CMG will discuss which additional consultants are needed to support the 30% design drawings. Depending on the final program, this could include an architect, structural engineer, lighting designer, wayfinding and signage designer, Mechanical electrical plumbing (MEP) engineer, or others. Waiting to scope these consultants allows us to choose team members whose experience best aligns with the program developed through the community engagement process.

• Task 7 Deliverables:

- Georeferenced property survey including topography, utilities, extent of existing paving and other features required for detailed design.
- 30% Basis of Design Memo.
- Draft and final 30% Design Drawings.
- Updated Cost Estimate.
- Aquatic Resource Delineation.
- Inter-agency pre-application meeting with the U.S. Army Corps of Engineers, the

Regional Water Quality Control Board, and the California Department of Fish and Wildlife.



above: Youtube Campus Expansion, San Bruno, CA



Request for Proposals

City of Santa Rosa
Southeast Greenway
Master Plan

Cost Proposal

February 19, 2026

Revised May 12, 2026



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Primary Contact
Jamie Phillips, *Principal*
CMG Landscape Architecture
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415.757.2031
jphillips@cmgsite.com

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cover: Santa Rosa Southeast
Greenway, Site Visit, taken 01.17.2026.
left: McLaren Park + Playground, San
Francisco, CA.

Cost Proposal

Firm	CMG Landscape Architecture							Civic Edge Consulting							Kimzin Creative		Fehr + Peers							ESA										Alta Archaeological Consulting							LotusWater					Cumming Group		Miasto	RGH Consultants, Inc.														
	Landscape Architecture + Prime Consultant							Engagement Strategy + Workshops; Branding + Visual Identity							Arts Based Engagement		Active Transportation							Ecology/Habitat + CEQA/ Environmental Compliance										Cultural Resources							Civil					Cost Estimator		Management/ Revenue Generation	Geotech														
	Principal Advisor Kevin Conger	Principal-in-Charge Jamie Phillips	Project Manager Lauren Stahl	LA -3 Designer Brittany	LA-1 Designer	Total Hours	Partner - Amber Shipley	Engagement Lead - Violetta Muselli	Outreach Manager - Christina Anicheta	Project Manager	Director	Graphic Designer	Outreach Ambassador	Total Hours	Engagement Director Nikko Kimzin	Data Analyst Daniela Dominguez	Total Hours	Project Manager (Dana Weissman)	Principal-in-Charge (Matthew Rdgway)	Traffic Engineering (Geoff Rubendall)	Complete Streets Design (Hallett Modl)	Senior Planner/Engineer	Staff Planner/ Engineer	Graphics/GIS	Total Hours	A. Sims (Archaeologist)	L.Hill (Arborist)	N.Lamas (Botanist)	R.Browisey (PM, Ecologist)	L.Evans (CEQA)	J.White (Restoration Design)	W.McCullough (GIS)	J.Medan (CEQA)	B.DeShelter (Restoration Design)	J.Gregory (Restoration Design)	Andrew Smith (Engineer)	L.Ware (Landscape Architect)	Total Hours	Principal Investigator A	Project Manager A	Senior GIS Specialist B	GIS Specialist C	Senior Archaeologist A	Archaeologist C	Safety Manager	Total Hours	Principal (SD)	Senior Engineer - QA/QC (EZ/RD)	Project Manager (NS)	Eng II	Staff Engineer	Total Hours	Associate Director	Senior Cost Manager	Total Hours	Principal-in-Charge Ashley Langworthy	Principal-in-Charge Eric Chase	Project Geologist Sarah Lockwood	Staff Engineer Paul Burke/Max	Field Engineer (PW) Paul Burke/Max	Graphics/Support Beth Watford	Total Hours	
Billing Rate	\$350	\$285	\$250	\$180	\$135	--	\$275	\$250	\$165	\$165	\$215	\$135	\$90	--	\$300	\$250	--	\$315	\$340	\$345	\$325	\$240	\$190	\$210	--	\$205	\$234	\$160	\$282	\$311	\$282	\$212	\$198	\$198	\$277	\$301	\$253	--	\$224	\$157	\$146	\$91	\$136	\$111	\$139	--	\$321	\$321	\$289	\$189	\$179	--	\$273	\$236	--	\$260	\$319	\$174	\$112	\$222	\$100	--	
Task 1: Discovery - Project Initiation and Existing Conditions																																																															
Hours	14	120	190	144	96	564	5	25	5	12	0	0	0	47	0	0	0	44	17	3	3	44	56	20	187	4	90	84	108	55	0	157	14	0	0	0	0	0	512	316	26	28	48	362	356	8	1,144	15	14	37	30	0	96	0	0	0	24	12	24	69	32	20	157
Labor Total	\$531,422					\$125,480					\$10,430					\$0					\$47,050					\$118,937					\$172,739					\$25,672					\$0					\$6,240					\$24,875												
Reimbursable Expenses	\$42,639					\$2,500					\$0					\$500					\$4,658					\$16,629					\$300					\$0					\$18,052																						
Task 1 total	\$446,081					\$127,980					\$10,430					\$0					\$47,550					\$123,595					\$189,368					\$25,972					\$0					\$6,240					\$42,927												
Task 2: Community Outreach and Engagement																																																															
Hours	0	96	200	280	400	976	62	365	315	450	100	151	90	1,633	550	150	700	62	0	0	0	0	6	0	68	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2	0	0	4	0	0	0	48	0	0	0	0	0	0		
Labor Total	\$703,140					\$181,760					\$284,510					\$202,500					\$20,670					\$0					\$0					\$1,220					\$0					\$12,480					\$0												
Reimbursable Expenses	\$149,450					\$9,000					\$35,000					\$102,450					\$0					\$0					\$0					\$0					\$0					\$3,000					\$0												
Task 2 total	\$853,140					\$190,760					\$305,510					\$20,670					\$0					\$0					\$0					\$1,220					\$0					\$15,480					\$0												
Task 3: Exploration - Concept Development/Alternatives																																																															
Hours	29	240	480	480	480	1,709	5	35	0	10	0	0	0	50	0	0	0	30	5	21	18	88	168	21	351	0	0	0	8	0	28	0	0	176	8	8	8	236	0	0	0	0	0	0	0	0	9	12	43	34	0	98	0	0	0	80	0	0	0	0	0	0	
Labor Total	\$541,262					\$349,750					\$11,775					\$0					\$81,695					\$51,648					\$0					\$25,594					\$0					\$20,800					\$0												
Reimbursable Expenses	\$13,399					\$3,500					\$0					\$6,000					\$1,899					\$0					\$0					\$0					\$0					\$2,000					\$0												
Task 3 total	\$554,661					\$353,250					\$11,775					\$0					\$87,695					\$53,547					\$0					\$25,594					\$0					\$22,800					\$0												
Task 4: Synthesis - Preferred Master Plan with Implementation Strategy																																																															
Hours	12	140	280	420	420	1,272	5	20	0	5	0	0	0	30	0	0	0	6	2	2	1	16	0	0	27	0	0	0	0	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	5	23	38	0	73	2	67	69	168	0	0	0	0	0	0		
Labor Total	\$344,964					\$246,400					\$7,200					\$0					\$7,425					\$6,220					\$0					\$17,681					\$16,358					\$43,680					\$0												
Reimbursable Expenses	\$5,187					\$5,000					\$0					\$0					\$187					\$0					\$0					\$0					\$0					\$0					\$0												
Task 4 total	\$350,151					\$251,400					\$7,200					\$0					\$7,425					\$6,407					\$0					\$17,681					\$16,358					\$43,680					\$0												
Task 5: Administrative Review and Approval																																																															
Hours	20	96	96	0	96	308	5	20	0	5	0	0	0	30	0	0	0	24	0	0	2	8	8	0	42	0	0	0	20	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	4	0	0	12	0	0	0	24	2	8	8	0	0	18			
Labor Total	\$113,680					\$71,320					\$7,200					\$0					\$11,650					\$10,616					\$0					\$3,724					\$0					\$6,240					\$2,930												
Reimbursable Expenses	\$2,818					\$2,100					\$0					\$0					\$318					\$400					\$0					\$0					\$0					\$0																	
Task 5 total	\$116,498					\$73,420					\$7,200					\$0					\$11,650					\$10,934					\$0					\$4,124					\$0					\$6,240					\$2,930												
Task 1-5 Consultant Labor	\$2,234,468					\$974,710					\$321,115					\$202,500					\$168,490					\$187,421					\$172,739					\$73,891					\$16,358					\$89,440					\$27,805												
Task 1-5 Expenses	\$213,494					\$22,100					\$35,000					\$102,450					\$6,500					\$7,063					\$16,629					\$700					\$0					\$5,000					\$18,052												
Task 1-5 Consultant Total	\$2,447,962					\$996,810					\$356,115					\$304,950					\$174,990					\$194,484					\$189,368					\$74,591					\$16,358					\$94,440					\$45,857												
10% Fee Contingency *	\$223,447																																																														
Total Fee	\$2,671,409																																																														

Contract shall be on a time-and-materials basis not to exceed the total fee listed above.

*Only use when authorized by the City Project Manager

Optional Task 6: Environmental Review/CEQA Coordination

Depending on the agreed upon CEQA pathway, the fee could range from \$20,000 for a Consistency Memorandum to \$190,000 for an Initial Study and Mitigated Negative Declaration (IS/MND) or more, in the unlikely case a full EIR is required. Based on our current understanding, a Consistency Memorandum represents the most likely scenario for CEQA compliance and is included in our fee proposal.

Estimated Labor: \$23,000
Estimated Expenses: \$500
Estimated Task 6 total: \$23,500

Optional Task 7: Design Development 30%

30% Design will be scoped based on the final master plan design and phasing. Depending on the final design, CMG will add additional consultants to the project team, which could include an architect, structural engineer, lighting designer, wayfinding and signage designer, Mechanical electrical plumbing (MEP) engineer, or others. To assist with project planning, we have included approximate fees for 30% design, including an estimate for these

consultants, based on similar project experience. The fees are subject to change as the scope is refined through the master planning process.

Estimated Labor: \$732,000
Estimated Expenses: \$25,000
Estimated Task 7 total: \$757,000

RATE SCHEDULE 2026

(All Rates Indicated Shall Be in Effect from January 1, 2026 until December 31, 2026)

PLANNING AND DESIGN SERVICES BILLING RATES

Principal	\$285 - \$350
Associate Principal	\$250
LA-5 Senior Project Manager/ Senior Landscape Architect	\$235
LA-4 Project Manager/ Landscape Architect	\$200
LA-3 Project Captain	\$180
LA-2 Project Designer	\$155
LA-1 Designer	\$135
CAD Tech/Intern	\$90
Project Assistant	\$90

MISCELLANEOUS FEES

The following services and fees are billed at cost plus 10%.

- Subcontracted services.
- Transportation, meals, and lodging for overnight travel and incidental travel expenses.
- Commercial delivery services, including Federal Express, Express Mail, and
- Printing and copies.

MILEAGE

Unless agreed otherwise in the Professional Services Agreement, CMG charges all project related mileage at the prevailing IRS rate per mile.

OFFICE REPROGRAPHICS CHARGES

B&W Plot-Bond	\$1.65/sf
Color Plot-Bond	\$5.50/sf
Copies & Laser Prints	
Color 8.5x11	\$0.25ea
Color 11x17	\$0.50ea
B&W 8.5x11	\$0.10ea
B&W 11x7	\$0.20ea



Title	Hourly Rate
President / Partner	\$275
Vice President	\$250
Senior Director	\$225
Director	\$215
Senior Project Manager	\$190
Outreach Manager	\$165
Project Manager	\$165
Graphics Manager	\$135
Outreach Ambassador	\$90

PRICE RATE SHEET

2026-2027

Price Rate Sheet created as proposal for Santa Rosa Greenway. Kimzin Creative proposes to lead strategy and implementation of identified community engagement tactics.

TITLE & RATES

TITLE	RATE
Engagement Director	\$300/hour
Data Analyst	\$250/ hour



Fehr & Peers

2025-2026

(July 2025 through June 2026)

Hourly Billing Rates

Classification	Hourly Rate
Principal	\$280.00 – \$460.00
Senior Associate	\$240.00 – \$335.00
Associate	\$215.00 – \$290.00
Senior Engineer/Planner	\$165.00 – \$240.00
Engineer/Planner	\$140.00 – \$200.00
Senior Engineering Technician	\$160.00 – \$255.00
Senior Project Accountant	\$125.00 – \$190.00
Senior Project Coordinator	\$135.00 – \$225.00
Project Coordinator	\$120.00 – \$190.00
Technician	\$155.00 – \$195.00
Intern	\$100.00 – \$160.00

- *Other Direct Costs / Reimbursable Expenses are invoiced at cost plus 10% for handling.*
- *Personal auto mileage is reimbursed at the current IRS approved rate (72.5 cents per mile as of Jan 2026).*
- *Technology & Security Fee (software licensing, hardware upgrades, secure data storage, etc.) are invoiced and calculated as a percentage of monthly project labor.*

Fehr & Peers reserves the right to change these rates at any time with or without advance notice.



EXHIBIT B

Environmental Science Associates & Subsidiaries: 2026 Schedule of Fees

I. Personnel Category Rates

Charges will be made at the Category hourly rates set forth below for time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time, etc. Time spent on projects in litigation, in depositions and providing expert testimony will be charged at the Category rate times 1.5.

LABOR CATEGORY	BILLING STEP I	BILLING STEP II	BILLING STEP III	BILLING STEP IV	BILLING STEP V	BILLING STEP VI
Senior Principal Consultant	\$261	\$288	\$317	\$347	\$379	\$409
Principal Consultant	\$222	\$253	\$282	\$311	\$341	\$370
Managing Consultant	\$205	\$228	\$253	\$277	\$301	\$324
Senior Consultant	\$171	\$189	\$212	\$234	\$257	\$279
Associate Consultant	\$154	\$170	\$184	\$198	\$213	\$228
Consultant	\$116	\$130	\$144	\$160	\$173	\$188
Project Technician	\$86	\$109	\$131	\$150	\$170	\$194

- The range of rates shown for each staff category reflects ESA staff qualifications, expertise and experience levels. These rate ranges allow our project managers to assemble the best project teams to meet the unique project requirements and client expectations for each opportunity.
- From time to time, ESA retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor may be charged at regular Employee Category rates.
- ESA reserves the right to revise the Personnel Category Rates periodically to reflect changes in its operating costs.

II. ESA Expenses

A. Travel Expenses

- Transportation
 - Company vehicle – fixed rate + fee for mileage in excess of 100 miles.
 - Common carrier or car rental – actual expense multiplied by 1.15
 - If company vehicle is to be used in off-road conditions, a daily \$15 use fee will be added to the standard daily vehicle rate.
- Lodging, meals and related travel expenses – direct expenses multiplied by 1.15



CULTURAL RESOURCE MANAGEMENT
ARCHAEOLOGY • HISTORY
HISTORIC PRESERVATION

RATE SHEET 2026*

CONTRACT ADMINISTRATOR

Risa DeGeorgey
Email: Risa@AltaAC.com
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2681 Cleveland Ave
Santa Rosa, CA 95403
Telephone: 707 544 4206
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www.AltAAC.com

ALTA ARCHAEOLOGICAL CONSULTING works with local, state, and federal agencies and tribal governments to provide cultural resource management services during their environmental compliance processes. ALTA provides clients with timely, cost effective solutions for compliance with relevant environmental and historic preservation laws.

LABOR

Administrative Assistant	89.54
Archaeologist A or Historian A	103.56
Archaeologist B or Historian B	101.14
Archaeologist C or Historian C	89.95
Geoarchaeologist	118.80
GIS Specialist A	125.76
GIS Specialist B	110.11
GIS Specialist C	90.84
Ground Penetrating Radar Specialist	118.12
Osteologist	122.52
Principal Investigator A	223.58
Principal Investigator B	201.23
Principal Investigator C	167.68
Project Manager A	156.70
Project Manager B	135.67
Project Manager C	122.10
Project Manager D	111.06
Project Manager E	110.54
Safety Manager	138.67
Safety Specialist	101.31
Senior Archaeologist A or Architectural Historian A	135.67
Senior Archaeologist B or Architectural Historian B	122.10
Senior Archaeologist C or Architectural Historian C	110.54
Senior GIS Specialist A	162.80
Senior GIS Specialist B	145.67
Tribal Facilitator	177.37

EXPENSES

Direct expenses with 5% mark-up. Direct expenses include project related permits, rentals, report copy binding costs (for reports over 100 pages), Native American monitors, camping fees, records searches, and laboratory studies, mileage in excess of 20 miles a day at current IRS rate. Overtime at 50% markup on standard rates. GSA per diem rates may apply.

* rates are subject to 3% increase in subsequent years



Lotus Water
engineering

660 Mission Street, 2nd Floor
San Francisco, CA 94105
(415) 800-6805 www.lotuswater.com

2026 Standard Hourly Rates

*Compensation for work performed on a time-and-materials basis will
be based upon the following labor billing rates:*

TITLE/ROLE	HOURLY RATE
Principal	\$321.00
Senior Engineer/Senior PM	\$289.00
Project Manager/Engineer IV	\$247.00
Project Engineer/Engineer III	\$200.00
Design Engineer/ Engineer II	\$189.00
Staff Engineer/Engineer I	\$179.00
Senior Planner	\$234.00
Watershed Planner IV	\$213.00
Watershed Planner III	\$195.00
Watershed Planner II	\$179.00
Watershed Planner I	\$168.00
CADD/Graphics	\$163.00
Project Assistant	\$150.00

Miasto Rate Sheet:

Principal + Founder: \$260/hour



**Santa Rosa Office
Main Office**
1305 North Dutton Ave
Santa Rosa, CA 95401
P: 707-544-1072

Napa Office
1041 Jefferson St, Suite 4
Napa, CA 94559
P: 707-252-8105

Lakeport Office
149 Main Street, Suite 201
Lakeport, CA 95453
P: 707-544-1072

2026 FULLY BURDENED SCHEDULE OF CHARGES
Effective January 1, 2026

Unless agreed otherwise, work is charged for on a time and expense basis in accordance with the following schedule of charges:

PERSONNEL

Principal	\$318.54/hour
Project Engineer/Geologist	\$174.20/hour
Staff Engineer/Geologist	\$112.40/hour
Field Engineer	\$115.15/hour
Field Engineer (Prevailing Wage)	\$222.47/hour
Graphics	\$99.84/hour
Administrative Support	\$99.84/hour

EQUIPMENT

Seismic Site Class (ReMiNode)	\$500/day
Slope inclinometer Instrument	\$200/day
Coring Machine	\$400/day
Infiltration Test Apparatus.....	\$200/day
Sonic Echo Foundation Test Gauge.....	\$200/day
Specialty Software (i.e. SLOPE/W, VolFlo).....	\$70/hour

CONCRETE

Concrete Compression Testing - Set of 4 Cylinder Breaks.....	\$200
Shotcrete Panel (Includes coring, compression testing of 4 cores, and disposal)	\$400
Each Additional Cylinder Break	\$50
Each Additional Core Break	\$100

OTHER

Travel time is charged at regular rates. Vehicle mileage is charged at the current federal rate. For court appearance, expert witness testimony, or deposition the charge is \$400 per hour for the principal, associate, and project level professional and \$280 per hour for all others, payable in advance. Four and eight hour minimums apply for court appearance.

Time worked in excess of 8 hours per day and Saturday/night work will be charged at 1.5 times the hourly rate. Time worked in excess of 12 hours per day and Sundays/holidays will be charged at 2 times the hourly rate.

Outside services including laboratory analysis, consultants, subcontractors, equipment not listed above, outside reproduction, aerial photographs, meals, lodging, shipping and special equipment or services not listed above are charged at cost plus 10 percent.

Geotechnical, Geological and Laboratory Services

Cumming 2026 Standard Hourly Rate

Discipline	Title/Role
Cost Management	Executive/Senior Vice President
	Vice President
	Managing Director/Director/Regional Director
	Associate director
	Senior Cost Manager
	Cost Manager
	Assistant Cost Manager/Intern



444 Bryant Street
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