

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT

This Agreement is made and entered into this 13th day of July, 2015 by and between the City of Fort Bragg, a California Municipal Corporation, 416 N. Franklin Street, Fort Bragg, California, 95437 ("City"), and Glass Architects, 200 E. Street, Santa Rosa, California 95404 a California Corporation, ("Consultant").

RECITALS

WHEREAS, City has determined that it requires the following professional services from a consultant: to prepare a comprehensive Athletic Fields master Plan focused on the Dana Gray Elementary School fields and a Master Plan for Phase 3 of the C.V. Starr Community Center; and

WHEREAS, Consultant represents and warrants that it is fully qualified to perform such professional services by virtue of specialized experience and training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the legislative body of the City on July 13, 2015, by Resolution No. _____-2015 authorized execution of this Agreement on behalf of the City in accordance with Chapter 3.20 of the City Municipal Code and/or other applicable law;

NOW, THEREFORE, City and Consultant, for the consideration hereinafter described, mutually agree as follows:

1. DESCRIPTION OF SERVICES OR SCOPE OF WORK

The services to be performed under this Agreement ("Services") are as follows. Athletic Fields: 1) Project Kick-Off; 2) Background Research; 3) Community Input; 4) Athletic Fields Master Plan. C.V. Starr Community Center: 1) Project Kick-Off; 2) Conceptual Plans; 3) Master Plan. The Services are further described in Consultant's proposal (the "Proposal"), which is attached to and made a part of this Agreement as Exhibit A.

2. TERM

The Agreement term will commence on July __, 2015 and expire on March 1, 2016 unless the Agreement term is amended or the Agreement is terminated in accordance with its terms.

3. PAYMENT TERMS AND NOT TO EXCEED AMOUNT

City agrees to pay Consultant for Services that are actually performed in accordance with this Agreement. To be eligible for payment, Consultant invoices must be submitted not more often than monthly to the City and list the Services performed and the amounts to be paid according to the cost categories and prices in the Proposal. In no event will the City's obligation to pay the Consultant under this Agreement exceed \$98,550 (the "Not to Exceed Amount"), unless this Agreement is first modified in accordance with its terms. Where the Proposal provides for compensation on a time and materials basis, Consultant must maintain adequate records to permit inspection and audit of Consultant's time and material charges under this Agreement. Consultant will make such records available to the City during normal business hours upon reasonable notice. In accordance with California Government Code § 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement and the Consultant's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

4. TIME OF COMPLETION

Consultant must commence performance of the Services upon receipt of written direction to proceed from City. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 7 below and to satisfy Consultant's obligations hereunder. Consultant will complete the Services in accordance with this Agreement by January 1, 2016 (the "Time of Completion"). The Time of Completion may only be modified by an amendment of the Agreement in accordance with its terms.

5. INDEPENDENT CONTRACTOR

Consultant and City agree that the Consultant will perform the Services as an independent contractor and not as an employee or agent of the City. Persons employed or utilized by Consultant in the performance of the Services will not be employees or agents of the City. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

6. SUBCONTRACTING

Consultant may subcontract portions of the Services upon the prior written approval of the City. Consultant will be solely responsible for payment of such subcontract Services. No contractual relationship will exist between any such subcontractors of the Consultant and the City.

Subcontractor agrees to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under the Agreement. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the

extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

7. STANDARD OF PERFORMANCE

a. Consultant will perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and will prepare all work products required by this Agreement in accordance with such standards. Consultant will comply with federal, state and local laws and regulations applicable to performance of the Services, including but not limited to, the California Building Standards Code as in effect in the City, the Americans with Disabilities Act, any air pollution control laws and regulations applicable to Consultant, and any laws and regulations related to any copyright, patent, trademark or other intellectual property right involved in performance of the services. Consultant's Failure to comply with any law(s) or regulation(s) applicable to the performance of the services hereunder shall constitute a material breach of this agreement.

b. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

8. OTHER GOVERNMENTAL REGULATIONS

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

9. USE OF RECYCLED PRODUCTS

Consultant shall endeavor to prepare and submit all reports, written studies, and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10. INDEMNITY

To the maximum extent permitted by law, Consultant shall, at its own expense, indemnify, defend with counsel acceptable to the City, (which acceptance will not be unreasonably withheld), and hold harmless City and its officers, officials, and employees, ("Indemnitees") from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney's fees and costs and fees of litigation) (collectively, "Liability")

of every nature to the extent that such liability arises out of, or pertains to our relates to the negligence, recklessness, or willful misconduct of Consultant.

The Consultant's obligation to indemnify, defend and hold harmless under this provision shall not be excused because of the Consultant's inability to evaluate Liability, or because the Consultant evaluates Liability and determines that the Consultant is not or may not be liable. The Consultant must respond within 30 calendar days to any tender for defense and indemnity by the City, unless the time for responding is extended by an authorized representative of the City in writing. If the Consultant fails to accept tender of defense and indemnity within 30 calendar days, in addition to any other remedies authorized by law, so much of the money due or that may become due the Consultant under this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the matter subject to tender, or until the Consultant accepts the tender, whichever occurs first.

The Consultant waives any and all rights to express or implied indemnity against the Indemnitees concerning any Liability of the Consultant arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement . Notwithstanding the foregoing, Consultant hereby preserves any and all rights to seek contribution from indemnitees concerning any liability of Consultant that is caused in whole or in part by the negligence, breach of contract, or intention misconduct of indemnitees.

Notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code § 2783, as may be amended from time to time, Consultant's duty to indemnify under this provision shall not apply when to do so would be prohibited by California Civil Code § 2782, as may be amended from time to time.

Notwithstanding the foregoing, to the extent that the Services include design professional services subject to Cal. Civil Code § 2782.8, as amended from time to time, Consultant's duty to indemnify shall only be to the maximum extent permitted by Civil Code § 2782.8.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

Consultant/Subcontractor's responsibility for such indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

11. INSURANCE

a. Before commencing performance of the Services, Consultant, at its own cost and expense, must: a) procure "occurrence coverage" insurance of the kinds and in the amounts specified below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services hereunder by the Consultant or its agents, representatives, employees, or subcontractors; and b) submit to the City certificates of insurance and endorsements evidencing insurance coverage that meets the requirements of this section. Consultant must maintain the insurance policies required by this section throughout the Agreement term. The cost of such insurance must be included in the Consultant's proposal.

Consultant agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the subcontractor's work. The Consultant shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in this Agreement prior to commencement of any work and Consultant will provide proof of compliance to the City.

Consultant may not allow any subcontractor to commence work on the Services until Consultant and/or the subcontractor have obtained all insurance required by this Agreement for the subcontractor(s) and submitted certificates of insurance and endorsements evidencing such coverage to City.

b. **Workers Compensation Insurance.** Consultant must, at its sole cost and expense, maintain Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. Workers' Compensation Insurance as required by the State of California, with coverage providing Statutory Limits, and Employer's Liability Insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence must be provided. The insurance must be endorsed to waive all rights of subrogation against City and its officials, officers, employees, and volunteers for loss arising from or related to the Services.

c. Consultant, at its own cost and expense, must maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, TWO MILLION DOLLARS (\$2,000,000.00) aggregate, combined single limit coverage for risks associated with Services. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury,

including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

d. Except for Workers' Compensation insurance and Professional Liability insurance, all other insurance coverages required pursuant to this Agreement must include or be endorsed to include the following:

(1) City and its officials, officers, and employees ("Additional Insured") shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by Consultant. The coverage may contain no special limitations on the scope of protection afforded to City or its officials, officers, employees, agents, or volunteers.

(2) The Additional Insured coverage under the Consultant's policy shall be "primary and non-contributory" and Consultant's coverage will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

e. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.

f. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

g. Insurance coverage required pursuant to this Agreement must include or be endorsed to include the following:

(1) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, and employees.

(2) Required insurance coverage may not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

h. Consultant, at its own cost and expense, must maintain for the period covered by this Agreement professional liability insurance in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering errors and omissions. Any deductible or self-insured retention under the required professional liability insurance may not exceed \$150,000 per claim.

i. All insurance required under this Agreement must be placed with insurers with a Best's rating of no less than A:VII unless otherwise approved by the City.

j. The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

k. All self-insured retentions (SIR) must be disclosed to City for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City. City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

l. To the extent this Agreement is a "construction contract" as defined by California Civil Code § 2783, as may be amended from time to time, Consultant shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of three years following completion of the Services. In the event Consultant fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Consultant.

12. NON DISCRIMINATION

During the performance of this Agreement, Consultant will not discriminate against any employee of the Consultant or applicant for employment because of race, religion, creed, color, national origin, sex, or age. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex or age.

13. LICENSES & PERMITS

a. BUSINESS LICENSE

Before the City will issue a notice to proceed with the Services, Consultant and any subcontractors must acquire, at their expense, a business license from City in accordance with Chapter 5.04 of the Fort Bragg Municipal Code. Such licenses must be kept valid throughout the Agreement term.

b. OTHER LICENSES AND PERMITS

Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

14. OWNERSHIP OF WORK PRODUCTS AND TREATMENT OF DOCUMENTS

All plans, specifications, reports, designs and other documents prepared by Consultant pursuant to this Agreement shall be and remain the property of the City. Any modification or reuse of such documents by the City without Consultant's prior written consent will be at the City's sole risk. Except as may be otherwise required by law, Consultant will disclose no data, plans, specifications, reports or other documents pertaining to the Services without the prior written consent of City.

15. TERMINATION AND REMEDIES

a. City may terminate this Agreement for convenience by giving at least 10 days written notice to Consultant specifying the termination effective date. Upon receipt of such notice, Consultant may continue performance of the Services through the date of termination. City shall pay Consultant for all Services actually performed in accordance with this Agreement through the termination effective date.

b. If Consultant materially breaches any term of this Agreement, in addition to any other remedies the City may have at law or equity, the City may:

(1) Terminate the Agreement by notice to the Consultant specifying the termination effective date;

(2) Retain, and/or recover from the Consultant at no additional cost to the City, the plans, specification, drawings, reports and other design documents and work products prepared by Consultant, whether or not completed;

(3) Complete the unfinished Services itself or have the unfinished Services completed, and/or;

(4) Charge Consultant, or deduct from monies that may be due or become due the Consultant under this Agreement, the difference between the cost of completing the unfinished Services pursuant to this Agreement and the amount that would otherwise be due Consultant had Consultant completed the Services in accordance with this Agreement.

16. BINDING EFFECT AND ASSIGNMENT PROHIBITION

This Agreement is binding upon City, Consultant, and their successors. Except as otherwise provided herein, neither City nor Consultant may assign, sublet or transfer its

interest in this Agreement or any part thereof without the prior written consent of the other, and any purported assignment without such consent will be void.

17. REPRESENTATIVES

a. City representative for purposes of this Agreement will be Community Development Director Marie Jones. Consultant representative for purposes of this Agreement will be Eric Glass, AIA, Principal. The parties' designated representatives will be the primary contact persons regarding the performance of the Services. The parties intend that their designated representatives will cooperate in all matters regarding this Agreement and in such manner so as to achieve performance of the Services in a timely and expeditious fashion.

b. Notices:

Any written notice to Consultant shall be sent to:

Eric Glass, AIA
Principal
Glass Architects and Verge Design
200 E. Street
Santa Rosa, CA 95404

Any written notice to City shall be sent to:

Marie Jones
City of Fort Bragg
416 N. Franklin Street
Fort Bragg, California 95437

18. INTEGRATION AND AMENDMENT

This Agreement represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, whether written or oral. If a discrepancy, disagreement, ambiguity, inconsistency or difference in interpretation of terms arises as to terms or provisions of this Agreement and any Exhibit(s) attached to this Agreement, this Agreement shall control and shall be deemed to reflect the intent of the Parties with respect to the subject matter hereof. This Agreement may only be amended by a writing signed by a representative authorized to bind the Consultant and a representative authorized to bind the City.

19. CONFLICT OF INTEREST PROHIBITION

City and Consultant will comply with the requirements of the City's Conflict of Interest Code adopted pursuant to California Government Code §87300 et seq., the Political Reform Act (California Government Code §81000 et seq.), the regulations promulgated

by the Fair Political Practices Commission (Title 2, §18110 et seq. of the California Code of Regulations), California Government Code §1090 et seq., and any other ethics laws applicable to the performance of the Services and/or this Agreement. Consultant may be required to file with the City Clerk a completed Form 700 before commencing performance of the Services unless the City Clerk determines that completion of a Form 700 is not required, pursuant to City's Conflict of Interest Code. Form 700 forms are available from the City Clerk.

Consultant may not perform Services for any other person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to Consultant's obligations pursuant to this Agreement. Consultant agrees to cooperate fully with City and to provide any necessary and appropriate information requested by City or any authorized representative concerning potential conflicts of interest or prohibitions concerning Consultant's obligations pursuant to this Agreement.

Consultant may not employ any City official, officer or employee in the performance of the Services, nor may any official, officer or employee of City have any financial interest in this Agreement that would violate California Government Code §1090 et seq. Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of City. If Consultant was an employee, agent, appointee, or official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 et seq., the entire Agreement is void and Consultant will not be entitled to any compensation for Consultant's performance of the Services, including reimbursement of expenses, and Consultant will be required to reimburse City for any sums paid to Consultant under this Agreement. Consultant understands that, in addition to the foregoing, penalties for violating Government Code §1090 may include criminal prosecution and disqualification from holding public office in the State of California.

Any violation by Consultant of the requirements of this provision will constitute a material breach of this Agreement, and the City reserves all its rights and remedies at law and equity concerning any such violations.

20. APPLICABLE LAW AND VENUE

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and the interpretation of this Agreement. Any action or proceeding that is initiated or undertaken to enforce or interpret any provision, performance, obligation or covenant set forth in this Agreement shall be brought in a state court in Mendocino County.

21. RECOVERY OF ATTORNEYS' FEES

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret any term of this Agreement, the prevailing party will be entitled to

reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

22. SEVERABILITY

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged will remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

23. COUNTERPARTS

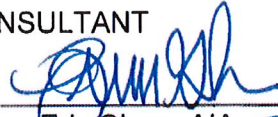
This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

IN WITNESS HEREOF, the parties have caused their authorized representative to execute this Agreement on the date first written above.

CITY

By: _____
Linda Ruffing
Its: City Manager

CONSULTANT

By:  _____
Eric Glass, AIA C10,586
Its: Principal

ATTEST:

[Attach Notary Page]

By: _____
Brenda Jourdain
Acting City Clerk

APPROVED AS TO FORM:

By: _____
Samantha W. Zutler, City Attorney

Exhibits: Exhibit A – Consultant's Proposal - Scope of Work
Exhibit B – Consultant's Budget & Schedule of Charges

Rev. 2014-03-10

5. SCOPE OF WORK

ATHLETIC FIELDS MASTER PLAN PROJECT APPROACH

Our team is looking forward to working together with the City of Fort Bragg, Fort Bragg Unified School District (FBUSD) and the Mendocino Coast Recreation and Park District (MCRPD). We consider these agencies' staff representatives to be the stakeholder group whom we will meet with periodically to receive and review input on the athletic field master plan. Our experience developing athletic assessments and master plans has shown us how significant a resource this process and outcome can be for a community.

The assessment process will evaluate your current athletic field facilities at Fort Bragg High School, Fort Bragg Middle School, Redwood Elementary School and focus primarily on Dana Gray Elementary School. For the user groups, we need to understand their use at each site, age groups, field needs, schedule and projected growth. When we evaluate facilities and needs we typically focus on the game fields and venues but we can include comments and analysis for practice facilities if desired. We will look at the current maintenance levels, options for improving facilities, and quantify the maintenance needs based on demand and renovation scenarios.

We have included PRZ Consulting to assist us in the assessment of the existing demand and maintenance that will help us to make recommendations for improvements needed to help mitigate the demand. We have worked with Larry Musser of PRZ on several athletic field renovations including the current renovation of a field at San Ramon's Central Park with Larry.

We have physically walked the sites and have actually played in one of your adult soccer tournaments. The condition of these sites is no different than many athletic fields across California where the demand is often greater than the maintenance resources provided. This process will identify the current use as well as maintenance resources provided. That information will give us direction for how to improve the facilities to better align them with Fort Bragg's demand for athletic fields.

Stakeholders Involvement

Verde Design prefers to work closely with the staff in a process for an assessment project. To obtain input and validate the community's needs and priorities, we propose the following series of meetings:

- Two stakeholder meetings
- Three video or teleconference meetings with the City staff during the design process
- One community workshop for input
- Individual user group interview / surveys
- One City Council presentation

The process will have substantial input, as the assessment and design evolves and the process moves forward. At each presentation there will be a recap of the process including a synopsis of prior input received. A summary report of all meetings will be included in the final report.

All graphics and presentation materials will be shared with staff prior to each meeting. Typical presentations may include a power point presentation with relevant graphics, graphic boards, and handouts. All materials are available electronically and so that staff can provide the design updates and meeting reports on the City's website if desired.

5. SCOPE OF WORK

For the community workshop, we are flexible as to when this meeting could occur. One option is to have this workshop occur on the day after our kick-off meeting and site walk with the stakeholder group. The other option is to first get into the assessment, survey the user groups, and develop a better understanding of the facilities, uses and demand. In the approach below, we have proposed this second option, but again we are flexible and can adjust.

Phase 1 – Project Kick-Off

The kick-off meeting with the stakeholder group is intended to review the project organization, identify the communication chain, review the project work plan, schedule and establish the submittals and presentation schedule. In addition we will review any goals and objectives that were developed for establishing this project.

At this meeting we would also like to review the current agency protocols or relevant studies that would apply to this project. This information could include: use agreements, ADA compliance, facility master plans, general plan or CIP projects, etc.

We would also like to review what site information is available for the four facilities. Are there any previous site surveys or as-built plans that would be relevant? If there are any easements, utility or potential construction inhibitors, we should discuss and review those.

Our team will work with stakeholder group to gather a preliminary facilities inventory at the four facilities. A list of existing facilities and venues will be developed. We will start to develop a preliminary list and plan of all the uses on each site. At the kick-off meeting we will review this preliminary list and information gathered to date.

We will setup an aerial of each site and create a site plan to scale. Each facility plan will incorporate information regarding the field sizes, dedicated or multi-use aspects and support facilities. For each facility, we will review parking demand, access compliance or circulation issues, and if we notice any other irregularities we will point them out.

Following the meeting, we will visit the facilities with the stakeholders to review conditions and fields. We plan to set up an existing conditions plan with our analysis comments and general issues input from the stakeholders or user group input.

During the site visits, we will take some samples of the soil and grasses. We will have the samples sent to Turf Diagnostics for review of the soil conditions, chemical content and analyze the tissue samples. Part of the testing will look at the permeability and porosity of the soil to see how well it drains. We can utilize the test results for recommendations for turf renovation, soil structure modification and maintenance planning.

Phase 2 – Background Research

Based on the information received and reviewed, we would update the facilities inventory and plans. A database would be started for each of the four facilities and user groups.

In support of these efforts we propose developing two surveys to gather stakeholder / user group information. For the user groups survey we will include items like the following:

- User group name
- Program
- Age groups

5. SCOPE OF WORK

- Recreation or competitive
- League play, tournament or camp needs
- Season schedule for games and practices
- Facilities utilized
- Time periods facilities are utilized
- Field size needs
- Participation numbers by level or age group
- Past 5 or 10 years participation numbers
- Estimated growth projection
- Any unmet demand?
- Any facility needs?
- Are your seasons reduced based on demand or facilities?
- Perceived condition of fields and facilities

For stakeholder staff or facility operators, we would have a separate survey that could include the following items:

- Park or facility area
- Ownership
- Field or softscape area
- Off-street and street parking
- Any field renovation planned?
- Restroom facilities
- Concessions
- Bleachers and size
- Who maintains?
- Room for expansion?
- Specific field conditions

Draft surveys will be developed and shared with the stakeholders for review. We have used a PDF type document for each group to complete and provide a record for information. Surveys will be issued and typically we look for a 2 to 3 week return. We will then review the completed surveys and follow-up with calls to coordinate any missing items. Information from the surveys will then be added to the database. A facility and user group database will be updated and shared with staff.

We will begin to assess the information and needs for the user groups. A projection is setup that quantifies the facility needs by user group and age or competition level. Duration of use will vary and be tallied to develop the total field needs. Based on the growth projections we can establish intervals to review and expand the participation and facility needs.

5. SCOPE OF WORK

Once we have gathered and organized the survey background information, the facility and stakeholders input as well as our preliminary assessment needs, we will organize the data and share it with the stakeholders. The report will focus on the project's goals and objectives, survey and facility input, and current and proposed recreational needs. We will reflect on improved efficiencies in layout for facilities. We will review with staff to get their input and direction on the submitted items.

Phase 3 – Community Input

The next step will be to review with stakeholder staff the agenda as well as a discussion of the desired format for the user group and community workshop. With the input received we will prepare for a community meeting where all user groups would be invited.

A Community workshop will occur to present the project overview, timeline and process. We plan to present the information and assessment that has been developed. It will be formatted as a "rough draft" but we will have information on each user group, the four facility's fields used and a projection of need. We plan on this meeting being the introduction and recap of the information received.

We will review the existing conditions, use and demand and then look at options for improving facilities to better align with needs. Improvements may include different field layouts, moving a use to another facility, maintenance changes, etc.

Based on the input received, we will update the data from the user groups. We will include a synopsis of the meetings and input into the athletic fields master plan report.

Phase 4 – Athletic Fields Master Plan

Once we have made our presentations and received the community and user group input we will develop the draft athletic field's master plan. We will include the projection of needs by user group and age group or field size. Summary charts will be provided to simplify the assessment needs and conclusions.

We will look specifically at Dana Gray's fields to develop a rehabilitation plan for this facility. Similar to what was presented before, we would look at options and costs for renovation. Options for the 8.26 acres could include maintenance approaches, field configuration modifications, renovation approaches to grading, drainage, irrigation, access, etc. We can include a timeline and specific costs for maintenance or construction renovations. Part of the rehabilitation plan can look at synthetic turf, soil modification, field closure periods, and drainage systems like a slit sand drainage system.

A final assessment cost analysis will be prepared. Priorities can be established with costs identified for each incremental phase. This information can then be incorporated into a draft capital development plan.

A stakeholder video or teleconference call will occur to review the draft master plan in preparation for the City Council presentation. At the council presentation, we will provide a review of the master plan process and input received from the community, stakeholders and user groups. With approval we will update the report and provide the final report to staff. We will provide the copies per the RFP and an electronic copy in PDF, Word and InDesign.

5. SCOPE OF WORK

COMMUNITY CENTER MASTER PLAN PROJECT APPROACH

GLASS ARCHITECTS' team approach is based on an interactive process that is inclusive of City and District staff and stakeholder representatives. Based on our experience in group facilitation, design and construction of public projects:

- **We will** provide leadership, guidance and direction throughout the community outreach and master planning phases;
- **We will** maintain an orderly flow of work and communication, and coordinate all tasks between ourselves, our subconsultants and the City; and
- **We will** insure that project goals are realized and schedules for performance of tasks are met.

We are intimately familiar with the existing C.V. Starr Community Center and Spath Aquatic Center, having been involved with the project from its inception in 1990 through completion of Phases 1 and 2 in 2009. Our team once again includes Paul Douglas, a local architect, and other consultants who were involved in the design of the existing facility. Our team is looking forward to working with the City of Fort Bragg and the Mendocino Coast Recreation and Park District to develop a new Master Plan that reflects the community's current recreation needs as well as current trends in community center design. Our process will involve substantial input from the Key Stakeholder Group and the community to identify and validate the community's needs and priorities. We are proposing the following series of meetings:

- 6 Stakeholder Meetings
- 2 Community Workshops
- 1 City Council Meeting

Phase 1 – Project Kick-off

The kick-off meeting with key stakeholders is intended to refine the project scope and organization, clarify lines of communication, review the work plan and establish overall schedule and important milestones, meeting dates and, deliverables. We would like to review and understand any established project goals and objectives, current concepts and relevant facility use trends.

Following the meeting kick-off meeting, we will meet with the Stakeholder Group to discuss the project's philosophical goals, identify desired facility components, general space needs and related site requirements. We will assemble and review available background materials, previous studies, legal descriptions, utility information and existing construction.

We will distill the information gathered into a summary program which will include individual space descriptions, area requirements space relationships, finish materials, fixtures, equipment and special systems, area summary, site features and parking requirements.

We will concurrently develop a site topographic and boundary survey and use this information to prepare site background drawings.

5. SCOPE OF WORK

Phase 2 - Conceptual Design

This task includes developing conceptual plan options for all programmatic building elements identified in the initial phase. We will prepare design documents illustrating the several site and building design configurations and present these to the Stakeholder Group for review and input. The options will be refined incorporating the input received. We will then prepare documents and materials as well as a proposed agenda for the first Community Workshop. These materials will be discussed and reviewed with the City staff, along with a meeting outline, outreach and advertising strategies.

At the Community Workshop, initial program projections and conceptual plan options will be presented to interested community members and stakeholders, along with an overview of the process and timeline. We will use the workshop to solicit input and feedback from those in attendance and engage the community in a dialog that will result in informing the design process going forward.

With the information gathered from the first workshop, we will further develop the design concepts incorporating community input and present the results to the Key Stakeholder Group for further discussion, consideration and direction on a selected option. We will incorporate the stakeholder input and further develop the selected option as well as supporting materials, agenda, meeting outline, advertising and outreach for the second Community Workshop. The supporting materials will include colored site plan, floor plan and conceptual exterior elevations; these materials will be available for use in advertising and inclusion on the City and District websites if desired. At this point, we will develop an initial construction cost estimate for the selected option.

At the second Community Workshop, we will present the selected design option and again solicit input from the community. We will encourage further dialog and community reaction to the conceptual design. Following the community meeting we will meet with the Key Stakeholder Group to review the input received and to develop guidance for developing the final design for inclusion in the Master Plan.

Phase 3 – Master Plan

A Draft Master Plan will be prepared, including the results from all of the previous tasks, including:

- Summary of Project Background and Research
- Programmatic Requirements
- Initial Conceptual Design Options
- Final Design Option
- Final Construction Cost Estimate

The Draft Master Plan will also include an: Executive Summary; an Introduction explaining the project methodology, project objectives and summary of Community Meetings; and an Implementation Plan including a discussion of potential funding sources.

The Draft Master Plan will be presented to the Key Stakeholder Group for review and input. We will incorporate that group's input into a final Draft Master Plan document that will then be submitted to the City and MCRPD staff for their review and comment.

The input from the City and MCRPD staff will then be incorporated into a Final Master Plan document. We will coordinate with City staff in preparing for and making a presentation of the Master Plan process and final results to the City Council at one of their regular meetings.

EXHIBIT B

6. BUDGET & SCHEDULE OF CHARGES

2015 CURRENT HOURLY RATE SCHEDULE

GLASS ARCHITECTS* - Prime Architect

Principal-in-Charge.....	\$175.00/hr.
Project Manager	\$145.00/hr.
Design Architect	\$135.00/hr.
Project Architect	\$115.00/hr.
CADD Technician	\$95.00/hr.
Clerical/Secretarial.....	\$60.00/hr.

PAUL DOUGLAS ARCHITECT - Consulting Architect

Principal.....	\$125.00/hr.
Project Manager.....	\$98.00/hr.
Senior Technical Staff.....	\$88.00/hr.
Technical Staff.....	\$77.00/hr.
CADD Technician	\$66.00/hr.

VERDE DESIGN -Civil, Landscape & Sports Field Design

Principal.....	\$195.00/hr.
Project Manager / Construction Manager IV	\$180.00/hr.
Project Manager / Construction Manager III	\$160.00/hr.
Project Manager / Construction Manager II.....	\$145.00/hr.
Project Manager / Construction Manager I.....	\$130.00/hr.
IT Manager	\$150.00/hr.
CAD Manager.....	\$130.00/hr.
Project Designer.....	\$125.00/hr.
Job Captain/Staff Engineer/Construction Administrator	\$120.00/hr.
Draftsperson Level II	\$105.00/hr.
Draftsperson Level I	\$100.00/hr.
Project Administrator.....	\$80.00/hr.

ZFA STRUCTURAL ENGINEERS - Structural Engineer

Executive Principal	\$160.00/hr.
Senior Principal / Principal	\$150.00/hr.
Senior Associate	\$140.00/hr.
Associate Engineer.....	\$130.00/hr.
Senior Engineer.....	\$115.00/hr.
Engineer	\$100.00/hr.
Designer	\$90.00/hr.
Senior Drafter	\$95.00/hr.
Drafter.....	\$80.00/hr.

6. BUDGET & SCHEDULE OF CHARGES

LEFLER ENGINEERING - Mechanical Engineer

Principal	\$195.00/hr.
Project Engineer	\$160.00/hr.
Jr. Project Engineer	\$140.00/hr.
CADD Drafter	\$110.00/hr.

O'MAHONY & MYER - Electrical Engineer / Lighting Designer

Principal	\$190.00/hr.
Project Electrical Engineer	\$125.00/hr.
Project Lighting Designer	\$125.00/hr.
Electrical / Lighting Designer	\$110.00/hr.
CAD Supervisor	\$95.00/hr.
CAD Technician	\$85.00/hr.

SIERRA WEST GROUP - Cost Estimator

Principal	\$150.00/hr.
Senior Cost Manager	\$125.00/hr.
Cost Manager / Quantity Surveyor	\$110.00/hr.
Mechanical/Electrical Estimator	\$110.00/hr.
Civil Engineer/Estimator	\$110.00/hr.

* Hourly rates are effective January 1, 2015 and subject to change January 1st of each year.

Reimbursable Expenses

Reimbursable expenses are in addition to the proposed professional fees noted above and include costs of reproduction, mailing and shipping, long distance and cellular telephone calls, travel expenses in connection with the project, and facsimile transmissions. Reimbursable expenses are billed at one point one-five (1.15) times direct expense. Facsimile transmissions are one dollar (\$1.00) per page, photocopies are ten cents (\$0.10) per page and plots of drawing files are twenty-five dollars (\$25.00) per sheet. Expense of transportation in connection with the project is billed at sixty-five cents (\$0.65) per mile for personal automobile use, or one point one-five (1.15) times direct cost of other transportation. Additional services, when requested or authorized by the client, are billed on an hourly basis for in-house staff in accordance with the rate schedule below; additional services of consultants are billed at one point two-five (1.25) times direct expense.



Verde Design

Date: March 28, 2015

PROJECT: Athletic Fields Master Plan

CLIENT: City of Fort Bragg

PROJECT NUMBER:



VERDE DESIGN

	DII	\$105.00	PM 1 / CAD MNGR	\$130.00	PM IV - CMS	\$180.00	DOD / PM III	\$160.00	PE	\$160.00	PIC - DM	\$195.00	Verde Total Fees	Soil Testing - Turf Diagnostics	PRZ Consulting	Total Fees
Phase I - Master Plan & Community Design Process																
Project Start-Up																
Establish Files & Admin. Procedures		\$0.00	1.0	\$130.00		\$0.00		\$0.00		\$0.00	1.0	\$195.00	\$325.00			\$325.00
Finalize Project Schedule		\$0.00	1.0	\$130.00		\$0.00		\$0.00		\$0.00	1.0	\$195.00	\$325.00			\$325.00
KO meeting	5.0	\$525.00	7.0	\$910.00		\$0.00		\$0.00		\$0.00	10.0	\$1,950.00	\$3,385.00			\$3,385.00
Aerial & Base File Setup	5.0	\$525.00	1.0	\$130.00		\$0.00		\$0.00		\$0.00	1.0	\$195.00	\$850.00			\$850.00
Site walk and analysis	4.0	\$420.00	7.0	\$910.00	3.0	\$540.00	2.0	\$320.00		\$0.00	6.0	\$1,170.00	\$3,360.00		\$1,500.00	\$4,860.00
Soil Sampling and Tests		\$0.00	4.0	\$520.00	1.0	\$180.00		\$0.00		\$0.00	1.0	\$195.00	\$895.00	\$1,500.00	\$2,000.00	\$4,395.00
Site Analysis Graphics	8.0	\$840.00	1.0	\$130.00	1.0	\$180.00	2.0	\$320.00		\$0.00	1.0	\$195.00	\$1,665.00			\$1,665.00
Facilities Inventory, Users & Schedule	8.0	\$840.00	1.0	\$130.00	1.0	\$180.00	3.0	\$540.00		\$0.00	2.0	\$390.00	\$2,020.00		\$1,500.00	\$3,520.00
Demand Analysis	8.0	\$840.00	1.0	\$130.00	1.0	\$180.00	2.0	\$320.00		\$0.00	3.0	\$585.00	\$2,055.00		\$1,000.00	\$3,055.00
Maintenance Analysis	4.0	\$420.00	1.0	\$130.00	1.0	\$180.00	1.0	\$160.00		\$0.00	3.0	\$585.00	\$1,475.00		\$1,000.00	\$2,475.00
Program Graphics	12.0	\$1,260.00	2.0	\$260.00	1.0	\$180.00	3.0	\$540.00		\$0.00	2.0	\$390.00	\$2,570.00			\$2,570.00
Community Meeting Preparation	5.0	\$525.00	2.0	\$260.00		\$0.00	1.0	\$160.00		\$0.00	2.0	\$390.00	\$1,335.00			\$1,335.00
Dana Gray Fields Options, Priorities, Schedule & Alt. Fields	12.0	\$1,260.00	2.0	\$260.00	2.0	\$360.00	3.0	\$540.00		\$0.00	2.0	\$390.00	\$2,750.00			\$2,750.00
Maintenance Recommendations, Implement Weather Policies, & Funding Alternatives	4.0	\$420.00	1.0	\$130.00	1.0	\$180.00	3.0	\$540.00		\$0.00	2.0	\$390.00	\$1,600.00		\$1,000.00	\$2,600.00
Draft Master Plan Report	8.0	\$840.00	2.0	\$260.00	2.0	\$360.00	3.0	\$540.00		\$0.00	3.0	\$585.00	\$2,525.00			\$2,525.00
Final Draft Master Plan Report	6.0	\$630.00	1.0	\$130.00	2.0	\$360.00	2.0	\$320.00		\$0.00	2.0	\$390.00	\$1,830.00			\$1,830.00
Preliminary Cost Estimates For Each Design	10.0	\$1,050.00	1.0	\$130.00	1.0	\$180.00		\$0.00		\$0.00	2.0	\$390.00	\$1,750.00			\$1,750.00
User Group Interviews / Surveys & Compilation	6.0	\$630.00	1.0	\$130.00		\$0.00	2.0	\$320.00		\$0.00	4.0	\$780.00	\$1,860.00			\$1,860.00
Community Workshops - One	2.0	\$210.00	7.0	\$910.00		\$0.00	2.0	\$320.00		\$0.00	11.0	\$2,145.00	\$3,585.00			\$3,585.00
Stakeholder Meetings - 1		\$0.00	6.0	\$780.00		\$0.00		\$0.00		\$0.00	10.0	\$1,950.00	\$2,730.00			\$2,730.00
Stakeholder Web Meetings - 3		\$0.00	5.0	\$650.00		\$0.00		\$0.00		\$0.00	4.0	\$780.00	\$1,430.00			\$1,430.00
CC Presentation Preparation	4.0	\$420.00	1.0	\$130.00		\$0.00		\$0.00		\$0.00	4.0	\$780.00	\$1,330.00			\$1,330.00
CC Presentation - One		\$0.00	2.0	\$260.00		\$0.00		\$0.00		\$0.00	10.0	\$1,950.00	\$2,210.00			\$2,210.00
Project Administration		\$0.00	2.0	\$260.00		\$0.00		\$0.00		\$0.00	2.0	\$390.00	\$650.00			\$650.00
Reimbursables													\$2,000.00			\$2,000.00
TOTAL:	111.0	\$11,655.00	60.0	\$7,800.00	17.0	\$3,060.00	29.0	\$4,640.00	0.0	\$0.00	89.0	\$17,355.00	\$46,510.00	\$1,500.00	\$8,000.00	\$56,010.00

Optional Services																\$0.00
																\$0.00
Reimbursables																\$0.00
SUBTOTAL:	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

GLASS ARCHITECTS
Date: April 28, 2015
PROJECT : C.V. Starr Community Center Master Plan
CLIENT: City of Fort Boaga

	PIC - EG	PH - PD	PA - JB	GLASS ARCHITECTS Total Fees	ZFA Structural Engineer	O'M&M Electrical Engineer	LEFLER Mechanical Engineer	Forrest Francis Surveying	Sierra West Group Estimator	Total Fees
Phase I - Master Plan & Community Design Process										
Project Start-Up										
Establish Files & Admin. Procedures	1.0	\$175.00		\$0.00						\$175.00
Finalize Project Schedule	1.0	\$175.00		\$0.00						\$175.00
Kick-Off Meeting Preparation	2.0	\$350.00	2.0	\$270.00						\$620.00
Kick-Off Meeting	6.0	\$1,050.00	2.0	\$270.00						\$1,320.00
Key Stakeholder Meeting - Goals & Programming	6.0	\$1,050.00	2.0	\$270.00						\$1,320.00
Background Research	6.0	\$1,050.00		\$0.00						\$1,050.00
Summary Program	8.0	\$1,400.00		\$0.00						\$1,400.00
Site Analysis	4.0	\$700.00	4.0	\$540.00	8.0	\$1,080.00				\$2,320.00
Site Topographic & Boundary Survey		\$0.00		\$0.00	2.0	\$270.00		\$0.00		\$270.00
Conceptual Design										
Initial Site & Building Plan Options (TWO)	4.0	\$700.00	8.0	\$1,080.00	16.0	\$2,160.00				\$3,940.00
Initial Building Design Concept	4.0	\$700.00	8.0	\$1,080.00	16.0	\$2,160.00				\$3,940.00
Needs Analysis	8.0	\$1,400.00		\$0.00		\$0.00				\$1,400.00
Schedule	2.0	\$350.00		\$0.00		\$0.00				\$350.00
Key Stakeholder Meeting	0.0	\$0.00	0.0	\$0.00		\$0.00				\$0.00
Refine Conceptual Design	2.0	\$350.00	4.0	\$540.00	12.0	\$1,620.00				\$2,510.00
Community Workshop #1										
Meeting Preparation	4.0	\$700.00	2.0	\$270.00		\$0.00				\$970.00
Workshop	7.0	\$1,225.00	2.0	\$270.00		\$0.00				\$1,495.00
Refine Conceptual Drawings	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00				\$0.00
Key Stakeholder Meeting	0.0	\$0.00	0.0	\$0.00		\$0.00				\$0.00
Develop Selected Option	6.0	\$1,050.00	6.0	\$810.00	24.0	\$3,240.00				\$5,100.00
Initial Construction Cost Estimate	2.0	\$350.00		\$0.00		\$0.00			\$2,000.00	\$2,350.00
Community Workshop #2										
Meeting Preparation	0.0	\$0.00	0.0	\$0.00		\$0.00				\$0.00
Workshop	0.0	\$0.00	0.0	\$0.00		\$0.00				\$0.00
Key Stakeholder Meeting	0.0	\$0.00	0.0	\$0.00		\$0.00				\$0.00
Finalize Selected Option	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00				\$0.00
Draft Community Center Master Plan	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00				\$0.00
Key Stakeholder Meeting	0.0	\$0.00	0.0	\$0.00		\$0.00				\$0.00
Finalize Community Center Master Plan	4.0	\$700.00	2.0	\$270.00	12.0	\$1,620.00				\$2,590.00
City Council Meeting										
Meeting Preparation	2.0	\$350.00	2.0	\$270.00		\$0.00				\$620.00
City Council Presentation	7.0	\$1,225.00	2.0	\$270.00		\$0.00				\$1,495.00
Project Administration	8.0	\$1,400.00	4.0	\$540.00	8.0	\$1,080.00				\$3,020.00
Allowance for Stakeholder Calls / Web Meetings										\$1,400.00
Reimbursables										\$2,400.00
TOTAL:	94.0	\$16,450.00	50.0	\$6,750.00	100.0	\$13,500.00	\$0.00	\$0.00	\$2,000.00	\$42,500.00