

**CONTRACT FOR CONSULTANT SERVICES BETWEEN  
THE CITY OF WATSONVILLE AND SSA LANDSCAPE ARCHITECTS, INC.**

**THIS CONTRACT**, is made and entered into this \_\_\_\_\_, by and between the **City of Watsonville**, a municipal corporation, hereinafter called "City," and **SSA Landscape Architects, Inc.** hereinafter called "Consultant."

**WITNESSETH**

**WHEREAS**, the City needs to obtain certain professional, technical and/or specialized services of an independent contractor to assist the City in the most economical manner; and

**WHEREAS**, Consultant has the requisite skill, training, qualifications, and experience to render such services called for under this Contract to City.

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

**SECTION 1. SCOPE OF SERVICES.** Consultant shall perform those services as specified in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which is attached hereto and incorporated herein.

**SECTION 2. TERM OF CONTRACT.** The term of this Contract shall be from March 1, 2023 to December 31, 2025, inclusive.

**SECTION 3. SCHEDULE OF PERFORMANCE.** The services of Consultant are to be completed according to the schedule set out in Exhibit "B," entitled "SCHEDULE OF PERFORMANCE," which is attached hereto and incorporated herein. Consultant will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "SCHEDULE OF PERFORMANCE."

**SECTION 4. COMPENSATION.** The compensation to be paid to Consultant including both payment for professional services and reimbursable expenses as well as the rate and schedule of payment are set out in Exhibit "C" entitled "COMPENSATION," which is attached hereto and incorporated herein.

**SECTION 5. METHOD OF PAYMENT.** Except as otherwise provided in Exhibit "C," each month, Consultant shall furnish to the City a statement of the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

**SECTION 6. INDEPENDENT CONSULTANT.** It is understood and agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent Consultant and not an agent or employee of City, and as an independent Consultant, shall obtain no rights to retirement

benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

**SECTION 7. ASSIGNABILITY.** Consultant shall not assign or transfer any interest in this Contract nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Contract or any rights, duties or obligations arising hereunder shall be void and of no effect.

#### **SECTION 8. INDEMNIFICATION.**

To the full extent permitted by law (subject to the limitations of Civil Code section 2782.8 for any "design professional services" performed under this Contract), Consultant will indemnify, hold harmless, release and defend the City (including its officers, elected or appointed officials, employees, volunteers or agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses or costs [including legal costs and attorney's fees])(collectively "Liability") of any nature, to the extent arising out of, pertaining to, or relating to Consultant's negligence, recklessness, or willful misconduct in the performance of this Contract. In no event shall the cost to defend charged to the Consultant exceed the Consultant's proportionate percentage of fault. Consultant's indemnification obligations under this Contract are not limited by any limitations of any insurance held by Consultant, including, but not limited to, workers compensation insurance.

#### **SECTION 9. INSURANCE.**

A. Errors and Omissions Insurance. Consultant shall obtain and maintain in full force throughout the term of this Contract a professional liability insurance policy (Errors and Omissions), in a company authorized to issue such insurance in the State of California, with limits of liability of not less than One Million Dollars (\$1,000,000.00) to cover all professional services rendered pursuant to this Contract.

B. Auto and Commercial General Liability Insurance. Consultant shall also maintain in full force and effect for the term of this Contract, automobile insurance and commercial general liability insurance with an insurance carrier satisfactory to City, which insurance shall include protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any actual occurrence arising out of the performance of this Contract. The amounts of insurance shall not be less than the following:

(1) Commercial general liability insurance, or equivalent form, with a combined single limit of not less than \$500,000.00 per occurrence. If such insurance contains a general aggregate limit, such limit shall apply separately to each project Consultant performs for City. Such insurance shall (a) name City, its appointed and elected officials, and its employees as insureds; and (b) be primary with respect to insurance or self-insurance programs maintained by City and (c) contain standard separation of insured's provisions.

(2) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$500,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. Workers' Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant shall be insured against liability for Workers' Compensation or undertake self-insurance. Consultant agrees to comply with such provisions before commencing performance of any work under this Contract.

D. Proof of Insurance to City before Notice to Proceed to Work. Consultant shall satisfactorily provide certificates and endorsements of insurance to the City Clerk before Notice to Proceed to Work of this Contract will be issued. Certificates and policies shall state that the policy shall not be canceled or reduced in coverage without thirty (30) days written notice to City. Approval of insurance by City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from services or operations performed pursuant to this Contract. Consultant shall not perform any work under this Contract until Consultant has obtained the required insurance and until the required certificates have been submitted to the City and approved by the City Attorney. If Consultant fails or refuses to produce or maintain the insurance required by these provisions, or fails or refuses to furnish City required proof that insurance has been procured and is in force and paid for, City shall have the right at City's election to forthwith terminate this Contract immediately without any financial or contractual obligation to the City. As a result of such termination, the City reserves the right to employ another consultant to complete the project.

E. Written notice. Contractor shall provide immediate written notice if (1) any insurance policy required by this Contract is terminated; (2) any policy limit is reduced; (3) or any deductible or self insured retention is increased.

**SECTION 10. NON-DISCRIMINATION.** Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin or disability in connection with or related to the performance of this Contract.

## **SECTION 11. TERMINATION.**

A. City and Consultant shall have the right to terminate this Contract, without cause, by giving not less than ten (10) days written notice of termination.

B. If Consultant fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, City may terminate this Contract immediately upon written notice.

C. The City Manager is empowered to terminate this Contract on behalf of City.

D. In the event of termination, Consultant shall deliver to City copies of all work papers, schedules, reports and other work performed by Consultant and upon receipt thereof, Consultant shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

**SECTION 12. COMPLIANCE WITH LAWS.** Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Consultant shall obtain and maintain a City of Watsonville business license during the term of this Contract.

**SECTION 13. GOVERNING LAW.** City and Consultant agree that the law governing this Contract shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Contract shall be filed and maintained in the Municipal or Superior Court of the County of Santa Cruz.

**SECTION 14. PRIOR CONTRACTS AND AMENDMENTS.** This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment.

**SECTION 15. CONFIDENTIAL INFORMATION.** All data, documents, discussions or other information developed or received by or for Consultant in performance of this Contract are confidential and not to be disclosed to any person except as authorized by the City Manager or his designee, or as required by law.

**SECTION 16. OWNERSHIP OF MATERIALS.** All reports, documents or other materials developed or received by Consultant or any other person engaged directly by Consultant to perform the services required hereunder shall be and remain the property of City without restriction or limitation upon their use.

**SECTION 17. COVENANT AGAINST CONTINGENT FEES.** The Consultant covenants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fees, commissions, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract, for breach or violation of this covenant, the City shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

**SECTION 18. WAIVER.** Consultant agrees that waiver by City or any one or more of the conditions of performance under this Contract shall not be construed as waiver of any other condition of performance under this Contract.

**SECTION 19. CONFLICT OF INTEREST.**

A. A Consultant shall avoid all conflict of interest or appearance of conflict of interest in performance of this Contract. Consultant shall file a disclosure statement, if required by City Council Resolution, which shall be filed within thirty (30) days from the effective date of this Contract or such Resolution, as applicable.

B. No member, officer, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof and Consultant agrees not to allow, permit, grant, transfer, or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

**SECTION 20. AUDIT BOOKS AND RECORDS.** Consultant shall make available to City, its authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the City, and shall furnish to City, its authorized agents and employees, such other evidence or information as City may require with respect to any such expense or disbursement charged by Consultant.

**SECTION 21. NOTICES.** All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

**CITY**

City Clerk's Office  
275 Main Street, Suite 400  
Watsonville, CA 95076  
(831) 768-3040

**CONSULTANT**

SSA Landscape Architects, Inc.  
303 Potrero Street, Suite 40-C  
Santa Cruz, CA 95060  
(831) 459-0455

**SECTION 22. EXHIBITS:**

Exhibit A: Scope of Services  
Exhibit B: Schedule of Performance  
Exhibit C: Compensation

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**WITNESS THE EXECUTION HEREOF**, on the day and year first hereinabove written.

**CITY**

**CONSULTANT**

**CITY OF WATSONVILLE**

**SSA LANDSCAPE ARCHITECTS, INC**

BY \_\_\_\_\_  
Rene Mendez, City Manager

DocuSigned by:  
BY Steven Sutherland  
Steven R. Sutherland, Principal

**ATTEST:**

BY \_\_\_\_\_  
Irwin I. Ortiz, City Clerk

**APPROVED AS TO FORM:**

BY \_\_\_\_\_  
Samantha W. Zutler, City Attorney

In Process

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

The scope of services is as follows:

#### **PROJECT MANAGEMENT**

SSA will have an open line of communication with City staff throughout the project on an as-needed basis to clearly coordinate the progress of the project and communicate all the information pertaining to the project during each task. SSA will manage and coordinate all the project tasks throughout the life of the project and contract. SSA will manage the project schedule and budget, coordinate internally with the subconsultant team, facilitate meetings with the City and outside agencies, along with all other meetings included in the scope of work, review subconsultant plans, conduct field reviews, confirm that plans meet all current standards, ordinances, and codes, and provide quality control on the overall plan set. SSA will coordinate with the City on the public art component of the project and the City's Building Division on pre-submittal and any other subsequent submittals.

#### **PROJECT KICKOFF AND PRELIMINARY INVESTIGATION**

SSA's approach to this project will be like many of our projects. SSA begins with orienting ourselves to the site and studying the people who will use it while assessing the challenges and opportunities. We brainstorm and collaborate to collect ideas and potential solutions to challenges and develop a set of project goals with the Client.

SSA will familiarize the design team with all existing information pertinent to this project, refine the scope of work, review the schedule, and evaluate the budget. The design team will also meet with project representatives from the City, as well as involved stakeholder groups as necessary.

SSA will utilize the topographic survey during this first stage of work to supplement and confirm as-built plans provided by the City. Conflicts with existing underground utilities are anticipated to be limited on the project site, but we will confirm assumptions to allow for a straightforward design process with limited surprises with the goal of minimizing and potentially eliminating change orders related to utilities not being where they were thought to be.

SSA will begin our analysis of the project area by reviewing CITY provided as-built drawings, backgrounds, and public record documents that become available for the project.

SSA will review environmental mitigation measure requirements with the City and design team to confirm all mitigation measures will be met as required throughout the design and preconstruction process, and incorporated into construction activities.

#### **COMMUNITY OUTREACH**

As a part of the grant requirements and plaza master plan process, extensive community outreach has already been completed. However, we do intend to keep the public informed as we move into this next phase of work. Our approach will be to engage the public, while providing clear and concise information. We will be mindful of reaching a large audience and make sure that we make all our outreach efforts as inclusive as possible. We consider ways to

make all meetings equitable and accessible for everyone such as providing subtitles and closed captioning for the hearing impaired and audible captions for those with a vision disability. We also structure outreach to include non-English speaking/reading populations.

SSA believes that a firm specializing in public design must possess the ability to listen with respect, and understand the needs, desires, and differences of the citizens, stakeholders, agencies, and the client. The community of Watsonville has a wealth of local knowledge and history that, when paired with our professional expertise, can generate a rich and successful project. The majority of SSA's public projects include a component of consensus development amongst stakeholders with varying viewpoints and special interests. Garnering consensus while respecting all stakeholders' needs and interests is not only something that SSA has been successful with, but we also enjoy this process. We have received positive feedback from many of our clients on our outreach approach. We believe it to be a key component to all successful public projects. We have seen firsthand how beneficial meaningful engagement can be in creating better overall projects, developing a sense of ownership in the park or public space and in identifying and cultivating leaders in the community. We recognize that public outreach looks different now more than ever before, requiring new formats during the pandemic and as we approach a post-pandemic world. SSA is here to assist the City in facilitating meetings that encourage participation with an array of different outreach possibilities.

#### **DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS**

Moving into the design development phase with a well-planned strategy, SSA will work to provide schematic plans at the 30% level that identify improvements required to meet the City's needs for the proposed plaza. We will coordinate with all appropriate City departments and maintenance personnel to ensure their concerns are addressed from the early stages of the project. Cost estimates based on the schematic designs will be prepared for use in project budgeting. The overall project schedule will be regularly monitored and updated as the project progresses. SSA will work to prepare recommendations and plans that conform to the City's total project budget.

After receiving feedback from the City based on the 30% CD set, SSA will produce PS&E (plans, specifications, and estimate) sufficient for bid and construction at 60%, 95%, 100% and Final Bid Package increments. Plans will be internally reviewed through our QA/QC process to verify assumptions and limit errors. SSA will coordinate Technical Specifications with City front ends to form a cohesive set of bid documents. Our Engineer's Estimate will be based on current bidding trends and indexes, accounting for escalation to provide the City with appropriate cost expectations. We will continue to update the project schedule and keep the City informed of progress throughout this stage of work.

SSA will work closely with our design team to make sure we are implementing all the mitigation measures as required and outlined in the Mitigation Monitoring and Reporting Program prepared by Rincon Consultants and adopted by the City for the Plaza Project.

During the design development and preparation of construction documents and specifications, our focus will be on accuracy, practical and quality detailing, careful integration of plans and specifications, and thorough plan checking. Senior level staff equal to or greater in experience than the assigned Project Manager will provide plan checks to ensure quality assurance. The plans are also reviewed in the field at the 60% level as part of our plan checking process to verify and field fit the design and detailing, and to make sure we have addressed everything.



SSA is experienced in preparing public bid documents and specifications and will approach this in a similar manner to how we have in the past. SSA prides itself on maintaining up-to-date specifications based on current construction and environmental practices, as well as changing agency policies. Technical Specifications will be prepared using MasterFormat CSI 2020 edition templates. We will meet with the City to ensure the drawings and specifications meet current City standards and include any special provisions necessary for the project.

#### **BID/CONSTRUCTION PHASE**

SSA will begin the bid phase with an on-site pre-bid meeting which we typically recommend as mandatory in order to submit a bid. This helps to ensure we receive comparative bids and provides an opportunity for the bidders to ask site specific questions. At the onset of construction, a pre-construction meeting will allow for further delineation of protocol for all issues such as RFI's (requests for information), field directives, communication, submittals, billing requests, and last of all, if necessary, how change orders would be handled. Once construction begins, we can be available on-site generally within hours and, in cases of urgency, within one hour's notice to resolve any issue, check layout or observe how the construction is proceeding. SSA will compile contractor provided as-built drawings and provide the City with Record Drawings of the completed project.

#### **DETAILED SCOPE OF WORK:**

### **LANDSCAPE ARCHITECT DESIGN SERVICES for LANDSCAPE ARCHITECTURAL DESIGN AND CONSULTANT SERVICES FOR CITY PLAZA REVITALIZATION PROJECT**

#### **SCOPE OF WORK**

#### **PHASE ONE – 30% DESIGN DRAWINGS**

##### **Task A – Project Initiation:**

1. Collect base map information for the site including as-built drawings from the City. The City's topographic map created in 2019 will serve as a preliminary base map.
2. Obtain City documents relating to the site and other requirements, standards, and regulations for development of the plaza.
3. Review existing reports (cultural and geotechnical) provided by the City.
4. Review all relevant community input meeting notes from the City and grant requirements.
5. Provide the City with a draft milestone schedule.

##### **Task B – Kick-off Meeting:**

1. Meet with City staff and subconsultants to review project scope, budget, and timetable.
2. Identify City and Design Team roles and responsibilities
3. Review Master Plan Conceptual Plaza Design for the following: current plaza events and logistics on how the construction will impact will be mitigated; discuss potential strategy for schedule, budget, and phasing; review the existing conditions and discuss all special requirements, grant requirements, mitigation measures as required by the IS/MND, or any other constraints for the project. Discuss other design and maintenance related issues and identify desires, needs, opportunities, and constraints for the plaza in one meeting.

#### Task C – Site Visit/Site Analysis:

- Site Visit/Site Analysis – Visit the project site to assess existing features of the site. City maintenance staff to join the initial site visit to provide input and feedback on existing utility locations.
- Coordinate on historic fountain with a local fountain and/or pump company to identify the problems with the fountain function and select determine the solution to incorporate into the 30% submittal package.

#### Task D – 30% Submittal Package:

1. Prepare contract documents to a 30% design level. The submittal includes plans and outline technical specifications. The drawings and documents will include the following (sheets may be combined or added as appropriate):
  - a. Cover Sheet
  - b. Existing Conditions Plan
  - c. Demolition Plan
  - d. Layout Plan
  - e. Site Plan with Materials & Finishes
  - f. Enlargement Plans
  - g. Irrigation Plan
  - h. Planting Plan
  - i. Construction Details
  - j. Landscape Details
  - k. 30% Historical Architecture Submittal (Page & Turnbull)
  - l. 30% Civil Submittal (MME)
  - m. 30% Electrical (Aurum)
2. Prepare Table of Contents of anticipated Technical Specification sections based on 30% documents.
3. Prepare preliminary estimate of probable construction cost. Cost estimates to be updated and reviewed regularly with City staff throughout the design phase. Cost estimate will be formatted to include grant item requirements.
4. Perform a site walk with City staff and progress plan set to coordinate site conditions with information shown on the plans.
5. Prepare document to identify the critical path items to share with the City and design team. This document will be updated throughout the design phase.

#### Task E – Public Meetings: Community Meeting, PRC and City Council:

\*\*\*Scope and fee may be reduced by inviting the community to the PRC meeting and eliminating the community meeting.\*\*\*

1. Coordinate the presentation for each of these three meetings with the City.
2. Prepare presentation material and review with City staff.
3. Assist with City staff reports if necessary.
4. Work with City staff on the agenda and facilitation.
5. Present to the community to provide current and relevant information on the project and gather feedback.
6. Attend and answer questions following staff presentations at PRC and City Council Meetings #1.
7. Prepare memorandum of results from PRC and Council meetings.

#### Task F – 30% Design Package Refinement

1. Conduct in-house plan check and distribute redlined comments to the subconsultant team.

2. Revise the 30% design package to incorporate comments from the public meetings task. Revised package will be delivered to the City for review and comments to incorporate into the 60% submittal package.
3. Prepare 30% submittal package with subconsultant submittals.

#### Task G – Project Management

1. Coordinate with CITY staff throughout this task as necessary via email and phone, up to twelve (12) hours.
2. Coordinate with sub-consultants throughout this task as necessary via email and phone, up to twenty-four (24) hours.

### PHASE 2 – Construction Document Submittal Phase

Based on the 30% Design Submittal Package, prepare 60% Construction Document Submittal Package.

#### Task A – 60% Submittal Package

1. Prepare 60% construction document plans, technical specifications, and cost estimate based on % level submittal comments and feedback. Prepare response letter to the City for **response to the 30% City comments. Construction Documents will include but are not limited to the following:**

- a. Cover Sheet
- b. Existing Conditions Plan
- c. Demolition Plan
- d. Layout Plan
- e. Site Plan with Materials & Finishes
- f. Enlargement Plans
- g. Irrigation Plan
- h. Planting Plan
- i. Construction Details
- j. Landscape Details
- k. 60% Historical Architecture Submittal (Page & Turnbull)
- l. 60% Civil Submittal (MME)
- m. 60% Structural (MME)
- n. 60% Electrical (Aurum)

2. Prepare 60% technical specifications in CSI format.
3. Provide updated Estimate of Probable Construction Costs. Cost estimate will be formatted to include grant item requirements.
4. Update project schedule based on current level of completion and provide to City.
5. Public Meeting - PRC Meeting #2
  1. Prepare presentation material and review with City staff for PRC Meeting #2.
  2. Assist with City staff reports if necessary.
  3. Work with City staff on the agenda and facilitation.
  4. Attend and answer questions following staff presentations at PRC Meeting.
  5. Prepare memorandum of results from PRC meeting.
6. Conduct in-house plan check and distribute redlined comments to the subconsultant team.

7. Revise the 60% design package to incorporate comments from the PRC Meeting.  
Revised package will be delivered to the City for review and comments to incorporate into the 95% submittal package.
8. Prepare 60% submittal package with subconsultant submittals.
9. Coordinate with CITY staff throughout this task as necessary via email and phone, up to ten (10) hours. Coordinate shall include grant related coordination items.
10. Coordinate with sub-consultants throughout this task as necessary via email and phone, up to sixteen (16) hours.

#### Task B – 95% Construction Document Submittal

1. Prepare 95% construction document plans, technical specifications, and cost estimate based on the 60% level submittal comments and feedback. Prepare response letter to the City for response to the 60% City comments.
2. Prepare 95% technical specifications in CSI format. Technical specifications to use City standard specification template to be inserted into City front-end specifications.
3. Provide updated Estimate of Probable Construction Costs. Cost estimate will be formatted to include grant item requirements.
4. Update project schedule based on current level of completion and provide to City.
5. Public Meeting – City Council Meeting #2, PRC Meeting #3
  - a. Prepare presentation material and review with City staff for City Council Meeting #2 and PRC Meeting #3.
  - b. Assist with City staff reports if necessary.
  - c. Work with City staff on the agenda and facilitation.
  - d. Attend and answer questions following staff presentations at City Council and PRC Meeting.
  - e. Prepare memorandum of results from PRC and Council meetings.
6. Conduct in-house plan check and distribute redlined comments to the subconsultant team.
7. Revise the 95% design package to incorporate comments from the PRC Meeting. Revised package will be delivered to the City for review and comments to incorporate into the 100% submittal package.
8. Prepare 95% submittal package with subconsultant submittals.
9. Submit 95% plans and specifications to Building Department.
10. Coordinate with CITY staff throughout this task as necessary via email and phone, up to eight (8) hours. Coordinate shall include grant related coordination items.
11. Coordinate with sub-consultants throughout this task as necessary via email and phone, up to twelve (12) hours.

#### Task C – 100% Construction Document Submittal

1. Prepare 100% construction document plans, technical specifications, and cost estimate based on the 95% level submittal and building department comments and feedback. Prepare response letter to the City for response to the 95% City comments.
2. Prepare 100% Technical Specifications in CSI format. Coordinate and finalize with front end specifications, Special Provisions and bid package based on templates provided by the CITY.
3. Prepare 100% Engineer's Estimate of probable construction costs. Cost estimate will be formatted to include grant item requirements.
4. Update project schedule based on current level of completion and provide to the CITY.
5. Visit the site with the draft 100% plans for QA/QC plan check.
6. Collect feedback and finalize/compile the 100% Construction Document package.

7. Submit 100% PS&E and support documents to CITY for review including resubmittal to Building Division. One round of plan check comments included.
8. Coordinate and update plans, specifications, and cost estimates for submittal of the Bid Package to the City.
9. Coordinate with CITY staff throughout this task as necessary via email and phone, up to eight (8) hours. Coordinate shall include grant related coordination items.
10. Coordinate with sub-consultants throughout this task as necessary via email and phone, up to twelve (12) hours. Verify that all environmental mitigations have been incorporated into final Bid Package.

\*\*\*OPTIONAL TASK ITEM - SSA will coordinate with the City and City's selected artist during the design phase to accommodate the installation of the artwork. It is assumed that this work will with the placement of the art piece, additional coordination and work involved will be an additional service\*\*\*

### Phase Three –Construction Administration & Bidding Support

#### Task A – Bidding Support

1. Assist CITY in the preparation of Bid documents.
2. Coordinate and contact potential bidders for the project.
3. Attend one pre-bid conference.
4. Respond to questions during the bid period.
5. Provide clarification and addenda throughout bid period.
6. Review bids with CITY and provide recommendation for award.

#### Task B – Construction Administration

1. Attend one pre-construction meeting to answer contractor's questions and walk the site with contractors.
2. Provide plan clarification and responses to RFIs throughout the construction period as requested by the CITY.
3. Attend up to (5) five construction meetings and visit construction milestones on site and review progress in the field as necessary. Provide site observation notes from each field review.
4. Review submittals, shop drawings, and provide written approval, rejection, or correction directives. Maintain a record of all submittals and submit at close-out of the project to the CITY in digital format. Review proposed substitutions for conformance to drawings and technical specs, if any.
5. Review RFQ's and CCO's and make recommendations to the CITY if necessary.
6. Perform one pre-final acceptance walk-through and prepare punch list, if necessary. Issue notice of substantial completion letter to CITY and contractor. Upon contractor notification to the City of completion of the punch list the City will verify the acceptability of the completing and file the notice of completion.
7. SSA will review contractor prepared as-builts for content at the completion of the project. SSA will identify any missing information and notify the City of missing information. SSA cannot warrant the accuracy or completeness of the contractor provided as-builts. Upon acceptance by the City of the as-builts SSA will scan as-builts into pdf and deliver the hard and electronic copies to the City. No AutoCAD as-built drawings will be prepared by SSA.
8. Project administration and coordination with the subconsultant team during the construction administration phase.

## Deliverables

- Meeting agendas and notes
- Project Schedule
- Community Meeting Presentation Materials
- Mitigation Measure Memorandums
- Draft Historic American Landscape Survey (HALS) Report
- Final Historic American Landscape Survey (HALS) Report
- 30% PS&E (Plans, Specifications and Cost Estimate) – to be submitted electronically
- 60% PS&E (Plans, Specifications and Cost Estimate) – to be submitted electronically
- 95% PS&E (Plans, Specifications and Cost Estimate) – to be submitted electronically
- 100% PS&E (Plans, Specifications and Cost Estimate) – to be submitted electronically
- Bid Set Submittal (Plans, Specifications and Cost Estimate) – to be submitted electronically

## Additional Services

SSA may provide additional services, as requested in advance by CLIENT. Additional services will be negotiated separately based on the billing rates contained in the attached "SSA Rate Schedule".

Additional services may include, but are not limited to:

- 3-D computer modeling or renderings
- Community/Public workshop meetings
- Providing cost estimating or value engineering other than those described within this Scope of Work
- Attendance at any meetings not listed above
- Additive or deductive alternates beyond what is provided for in the Scope of Work
- Any other service not described within this Scope of Work

## Services to be Provided by CLIENT

- Submittals to City departments for agency approvals.
- Issuance of Bid documents and advertising.
- City Council meeting agendas, meeting materials etc. and presentation.
- All Project related drawings, surveys and reports, including, but not limited to, those requested in this Scope of Work.
- CLIENT review, comment and directives as requested by SSA
- Procurement of any subconsultant that may be identified as necessary during the Project, such as geotechnical engineer & architect.

## **EXHIBIT "B"**

### **SCHEDULE OF PERFORMANCE**

Services shall commence immediately upon execution of this Contract. All services performed under the provisions of this Contract shall be completed in accordance with the following schedule:

All services to be completed by December 31, 2025

**EXHIBIT "C"**  
**COMPENSATION**

a. Total Compensation. The total obligation of City under this Contract shall not exceed \$499, 924.00

b. Basis for Payment. Payment(s) to Consultant for services performed under this Contract shall be made as follows and shall [not] include payment for reimbursable expenses:

c. Payment Request. Consultant shall submit a request for payment for services on a monthly basis by letter to Director, or said Director's designated representative. Such request for payment shall cover the preceding monthly period during the term hereof, shall note the City's purchase order number for this Contract, shall contain a detailed listing of the total number of items or tasks or hours for which payment is requested, the individual dates on which such services were rendered, and invoices for reimbursable expenses, if any. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to Consultant for appropriate compensation.