

Resolution No. 2023-XXX N.C.S. of the City of Petaluma, California

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PETALUMA APPROVING THE CONCEPT PLAN FOR A SKATEPARK AT LUCCHESI PARK AND AUTHORIZING THE CITY MANAGER TO AMEND THE CITY’S PROFESSIONAL SERVICE AGREEMENT WITH GRINDLINE SKATEPARKS, INC. FOR PLANS, SPECIFICATIONS, AND ESTIMATES OF THE SKATEPARK AT LUCCHESI PARK

WHEREAS, on December 5, 2022, the City Council adopted Resolution No. 2022-187 N.C.S. authorizing the City Manager to execute a Professional Service Agreement with Grindline Skateparks, Inc. for the Skate Park Design and Site Analysis Project; and

WHEREAS, early community engagement exercises for the Project revealed a strong preference from the community to focus investments on building a new skatepark rather than making significant upgrades to the Petaluma Skatepark; and

WHEREAS, after evaluating several City parks, Lucchesi Park was identified by the community as the preferred location for a new skatepark; and

WHEREAS, working closely with the community, Grindline Skateparks, Inc., developed a concept plan for a 23,000-square-foot skatepark located in a 58,000-square-foot undeveloped area of the park, located near Novac Drive; and

WHEREAS, staff recommends advancing this concept plan through the next phase of work, which would include engineering, environmental review, other project approvals needed to bring it to “shovel-ready” status; and

WHEREAS, staff recommends retaining the services of Grindline Skateparks, Inc., which has shown exceptional expertise in the design of skateparks through this and numerous other projects throughout North America.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Petaluma as follows:

1. Declares the above recitals are hereby declared to be true and correct and are incorporated into this resolution as findings of the City Council.
2. This action does not constitute a “project” as defined by Section 15378 of the California Environmental Quality Act (CEQA), as it will not result in a direct physical change to the environment or a reasonably foreseeable indirect physical change to the environment. The City will review the project and its potential impacts in accordance with CEQA requirements prior to seeking City Council approval for the construction phase.
3. Approves the concept plan for a skatepark at Lucchesi Park and authorizes the City Manager, or their designee, to amend the City’s Professional Service Agreement with Grindline Skateparks, Inc. for plans, specifications, and estimates of the skatepark at Lucchesi Park.

Under the power and authority conferred upon this Council by the Charter of said City.

REFERENCE:

I hereby certify the foregoing Resolution was introduced and adopted by the Council of the City of Petaluma at a Regular meeting on the 16th day of October 2023 by the following vote:

Approved as to
form:

City Attorney

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

City Clerk

Mayor

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT FOR
LUCCHESI SKATEPARK PROJECT (#C14402215)

THE AGREEMENT entered into and effective as of **December 27, 2022** by and between the City of Petaluma, a municipal corporation and a charter city (hereinafter referred to as “City”) and **Grindline Skateparks, Inc.** (hereinafter referred to as “Consultant”) is hereby amended as follows:

(Please check applicable boxes and complete highlighted areas below):

☒ **SCOPE (check one of the following)**

The following sentence is added to the end of Section 1, “Services”:

☒ In addition to the services described in Exhibit A, Consultant shall provide the additional services described in Exhibit A - Services (Amendment No. 1) attached hereto.

☐ In lieu of the services described in Exhibit A, Consultant shall provide the services described in Exhibit A - Services (Amendment No.) attached hereto.

☒ **COST**

The “Not-to-Exceed Amount” specified in PSA Section 2 is amended as follows:

Original Agreement Amount	\$(87,560.00) <small>original contract amount</small>
Amendment No. (1)	\$(122,373.00) <small>amendment amount</small>
Amendment No. ()	\$() <small>amendment amount</small>
Amendment No. ()	\$() <small>amendment amount</small>
Amendment No. ()	\$() <small>amendment amount</small>
Amendment No. ()	\$() <small>amendment amount</small>
Amendment No. ()	\$() <small>amendment amount</small>
Total Not-to-Exceed Amount	\$(209,933.00) <small>total amount of all the above</small>

☒ **TERM**

The term of this Agreement commences on the Effective Date, and terminates on **12/31/2024**, unless sooner terminated in accordance with PSA Section 3. Upon termination, any and all of the City’s documents or materials provided to Consultant and any and all of the documents or materials prepared for City or relating to the performance of the Services, shall be delivered to the City as soon as possible, but not later than fourteen (14) days after termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document the _____ day of _____, 20____.

CITY OF PETALUMA

City Manager

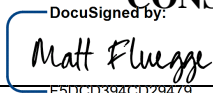
ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CONSULTANT

By  _____
Signature

Matt Fluegge - Chief Executive Officer

Name and Title

4619 14th Ave SW

Address

Seattle, WA 98106

City State Zip

75-2041527

Taxpayer I.D. Number

N/A

Petaluma Business Tax Certificate Number

Exhibit A - Services (Amendment No. 1)



AMENDMENT OF PROFESSIONAL SERVICE AGREEMENT BETWEEN
GRINDLINE SKATEPARKS (CONTRACTOR) AND CLIENT:

Grindline Skateparks, Inc.
(Hereinafter referred to as “Contractor”)
Attn: Matt Fluegge, Chief Executive Officer
4619 14th Ave SW
Seattle, WA 98106
matt@grindline.com

City of Petaluma, CA
(Hereinafter referred to as “Client”)
Attn: Bjorn Gripenburg, Project Manager
Public Works & Utilities
200 N. McDowell Blvd.
Petaluma, CA 94954
bgripenburg@cityofpetaluma.org

NAME OF THE PROJECT: Project #C14402215 - Skate Park Design and Site Analysis

Contractor and Client mutually agree as follows:

1. An original Agreement was made and entered into on January 6th, 2023 between the City of Petaluma (Client) and Grindline Skateparks, Inc. (Contractor) to engage Contractor to provide skatepark design services for the Client as described in original contract.
2. To provide the additional work as follows for a lump sum fee of **\$122,373.00**:
 - a. Project Management - Grindline
 - i. Grindline to provide project management throughout the final design process.
 - b. Geotech Report – RGH Consultants (full proposal attached)
 - i. Mobilize to the site to will explore the subsurface conditions by drilling four borings on the order of 12 to 15 feet deep using a Bobcat-mounted auger rig. In addition, they will auger drill to about 5 feet in two locations and perform infiltration testing.
 - ii. Produce a geotechnical report which will include RGH’s findings and make recommendations for construction.
 - iii. Provide consultation throughout the construction document phase of the project.
 - c. Biological Site Assessment – Monk & Associates (full proposal attached)
 - i. An M&A Biologist will visit the project site to look for special-status plant and wildlife species, as well as “waters of the United States” subject to regulation by the Corps or RWQCB.
 - ii. After completion of the site visit M&A will prepare a brief letter report detailing our findings. This report will address whether or not the project site supports sensitive plant communities or habitats for special-status species, as well as waters of the U.S. If it is determined that any of these are present onsite, recommendations will be provided in the report as to how to address these resources/issues.
 - d. Construction Documents, Specifications, and Cost Estimates – Grindline & RSA(full proposal attached)
 - i. RSA+ will prepare a topographic survey of the project area. The topographic mapping will be prepared in AutoCAD format and will have contours at an interval of one foot and will be drawn at a scale of 1”=20’. The datum will be NAD 83 state plane coordinate system and NAVD 88 vertical datum. No boundary will be provided.

- ii. Provide Construction Documents, Specifications, and Cost Estimates at 50, 90, and 100% intervals. All skatepark sheets to be sealed by a licensed landscape architect. All engineering sheets to be signed by a licensed civil engineer.
- iii. SCP Report for a Regulated Project in accordance with the Bay Area Stormwater Management Agencies Association (BASMAA) Post-Construction Manual dated January 2019.

3. The terms of the original agreement are still valid and shall pertain to the additional work requested under this amendment.

In Witness hereof, Contractor and Client have caused this Agreement to be executed and accepted by their duly authorized officials:

CONTRACTOR

By: _____
(name type of print)

(title)

(signature)

(date)

CLIENT

By: _____
(name type of print)

(title)

(signature)

(date)

GRINDLINE

SKATEPARKS, INC.

Petaluma Skatepark Final Design Fee Proposal

<i>Item</i>	<i>Labor</i>	<i>Quantity</i>	<i>Unit</i>	<i>Rate</i>	<i>Cost</i>	<i>Totals</i>
RGH						
	Geotechnical Report	1	ls	\$11,340.00	\$11,340.00	\$11,340.00
Monk & Associates						
	Environmental Assessment/Letter	1	ls	\$4,400.00	\$4,400.00	\$4,400.00
RSA						
	Civil Engineering	1	ls	\$79,013.00	\$79,013.00	\$79,013.00
GRINDLINE						
Project Management						
	Principal	48	hrs	\$175.00	\$8,400.00	\$8,400.00
50% Construction Documents/Cost Estimate						
	Principal	8	hrs	\$175.00	\$1,400.00	\$4,240.00
	Lead Design	8	hrs	\$155.00	\$1,240.00	
	Design Associate	16	hrs	\$100.00	\$1,600.00	
	Subconsultant	0	hrs	\$0.00	\$0.00	
90% Construction Documents/Technical Specifications/Cost Estimate						
	Principal	12	hrs	\$175.00	\$2,100.00	\$8,640.00
	Lead Design	8	hrs	\$155.00	\$1,240.00	
	Design Associate	32	hrs	\$100.00	\$3,200.00	
	LA review/stamp	1	ls	\$2,100.00	\$2,100.00	
100% Sealed Construction Documents/Technical Specifications/Cost Estimate						
	Principal	8	hrs	\$175.00	\$1,400.00	\$6,340.00
	Lead Design	8	hrs	\$155.00	\$1,240.00	
	Design Associate	16	hrs	\$100.00	\$1,600.00	
	Subconsultant	1	ls	\$2,100.00	\$2,100.00	
	Subtotal					\$27,620.00
	Total Services					\$122,373.00



Santa Rosa Office

3501 Industrial Drive, Suite A
Santa Rosa, CA 95403
707-544-1072

Napa Office

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

October 4, 2023

Grindline Skateparks, Inc.
Attention: Matt Fluegge
matt@grindline.com

Proposal
Geotechnical Study, Consultation,
and Construction Observation and Testing
Lucchesi Park Skatepark
320 North McDowell Boulevard
Petaluma, California

Proposal Number: 95.006790

As requested, we are pleased to submit this proposal to provide a geotechnical study, consultation, and construction observation and testing for the skatepark to be constructed at Lucchesi Park in Petaluma, California. The attached Professional Services Agreement presents our recommended scope of services and corresponding fee estimate.

We appreciate the opportunity to submit this proposal and work with you on this project. When you wish to proceed, please return one signed copy of the attached Professional Services Agreement, with a \$1,500 retainer to formalize your authorization.

Very truly yours,
RGH Consultants

A handwritten signature in blue ink, reading "Eric G. Chase".

Eric G. Chase
Principal Geotechnical Engineer
Project Manager



EGC:JJP:plb:brw
Electronically submitted

[https://rghgeo.sharepoint.com/sites/shared/shared documents/work in progress/_pip/_egc/lucchesi park skatepark/95.006790 proposal.docx](https://rghgeo.sharepoint.com/sites/shared/shared%20documents/work%20in%20progress/_pip/_egc/lucchesi%20park%20skatepark/95.006790%20proposal.docx)

Attachments: Professional Services Agreement
Schedule of Charges



Santa Rosa Office

3501 Industrial Drive, Suite A
Santa Rosa, CA 95403
707-544-1072

Napa Office

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

October 4, 2023

Proposal No. 95.006790

PROFESSIONAL SERVICES AGREEMENT FOR GEOTECHNICAL SERVICES

Grindline Skateparks, Inc. (CLIENT), requests, and RGH Geotechnical and Environmental Consultants, Inc. (RGH), agrees to provide services as described below.

Project Name: Lucchesi Park Skatepark

Project Location: Lucchesi Park, 320 North McDowell Boulevard, Petaluma, CA 94954

Project Description: We understand it is proposed to construct a skatepark at Lucchesi Park in Petaluma, California. The skatepark will have concrete slab-on-grade flatwork, ramps, berms, and skate bowl depressions. The highest points are up to 7 feet about the adjacent grade with bowls that extend up to 10 feet below grade. The near surface soils in the Lucchesi park area are highly expansive. Our review of published geologic hazard maps indicates that the property is located within an area that has a moderate potential for liquefaction.

Scope of Services: Our scope of services can be broken down into three phases:

Our first phase includes providing a geotechnical report that presents geotechnical recommendations utilized by the architect, civil engineer, structural engineer, building official, and the contractors constructing the project.

Our second phase typically occurs during the final stages of design and includes clarification of geotechnical design parameters to the design team, if required, and review of the project plans for conformance with the recommendations in the soils report. The local building official typically requires letters from the geotechnical engineer confirming that they have reviewed the project plans and that the recommendations presented in the report were utilized in design of the project.

Our third phase includes observation and testing during construction to confirm that the subsurface conditions anticipated are encountered during construction and recommendations presented in the report are implemented by the contractor.

Geotechnical Report: Our engineer or geologist will conduct a reconnaissance of the site and mark proposed exploration locations with painted white stakes. We will then contact Underground Service Alert (USA/811) so that their members can mark their facilities within the vicinity of our marked locations. Once cleared, we will explore the subsurface conditions by drilling four borings on the order of 12 to 15 feet deep using a Bobcat-mounted auger rig. In addition, we will auger drill to about 5 feet in two locations and perform infiltration testing. Our engineer or geologist will locate and log the borings and obtain bulk and relatively undisturbed samples for visual examination, classification, and laboratory testing. Selected samples representative of the material types encountered may be laboratory tested to determine certain characteristics pertinent to our analysis. Based on the geologic literature review and analysis of the field and laboratory work, we will present the following geotechnical information and recommendations in a written report:

- A brief description of soil and groundwater conditions observed during our study
- A discussion of seismic hazards that may affect the proposed improvements
- Seismic design criteria per guidelines in the current California Building Code
- Primary geotechnical engineering concerns and mitigating measures
- Site preparation and grading including treatment of weak and/or expansive surface soil
- Alternative foundation types, design criteria, and settlement behavior
- Lateral forces for retaining wall design; as applicable



Proposal – Geotechnical Services
October 4, 2023

Lucchesi Park Skatepark
Proposal Number: 95.006790

- Support of concrete slabs-on-grade
- Backfilling of utility trenches
- Geotechnical engineering drainage improvements
- Supplemental geotechnical engineering services

Consultation During Design and Plan Review Services: Following preparation of our report, we will remain available for consultation during final design. Additionally, the building official may require that we review the project plans for conformance with recommendations presented in the geotechnical report. We will provide the required plan review letters as requested.

Construction Observation and Testing: The scope of RGH's services during construction will be based on knowledge of the soil conditions gained from the soils report and experience obtained during construction of similar projects. Our typical observation and testing services include providing intermittent on-site observation with field and laboratory testing during the following work items:

- Excavation of weak surface soils and old fills within and adjacent to the building and exterior concrete slab areas
- Placement and compaction of fills
- Excavation of footings (on-call checking only)
- Placement and compaction of utility trench backfills (on-call checking only)
- Preparation of subgrade for concrete slabs-on-grade
- Installation of geotechnical drainage improvements
- If necessary, we will provide special inspection including, but not limited to, reinforcing steel, concrete, shotcrete, epoxy, and welding

The results of our observations and testing will be made available to the contractor(s) on the job site so that timely corrective action might be taken, if required. Upon completion, we will summarize the results of our work in a final letter, including field and laboratory data.

This scope of services does **not** include the determination or evaluation of the presence or absence of hazardous materials, toxic mold or the corrosion potential of the site soils/rock or providing provisions for controlling moisture vapor migration through slabs.

Fee: RGH proposes to provide a geotechnical report on a lump sum basis. Consultation during design, plan review, and construction observation and testing will be provided on a time and expense basis in accordance with our then current schedule of charges. Our fees are presented below. It should be understood that consultation during design and observation and testing during construction are difficult to estimate prior to design of the improvements. If a detailed cost estimate is needed for construction observation and testing, we can provide one once the plans have been generated and a construction schedule has been prepared. To address a portion of the cost of immediate services required, RGH will appreciate the remittance of a retainer in the amount of \$1,500.

Geotechnical Report	\$9,600 - Lump Sum
Consultation and Plan Review	\$600 to \$1,200 - Time and Expense
Construction Observation and Testing	To Be Determined – Time and Expense



Proposal – Geotechnical Services
October 4, 2023

Lucchesi Park Skatepark
Proposal Number: 95.006790

AUTHORIZATION: The undersigned agrees to the terms and conditions of this Professional Services Agreement. This agreement includes the attached **General Conditions** and **Schedule of Charges**.

Signed _____
Eric G. Chase
Principal Geotechnical Engineer
Project Manager

Signed _____
Printed Matt Fluegge

Date _____
Client: _____
Address: _____

Phone: _____
Email: _____

How would you like to receive invoices? ☐ Mail ☐ Email

Please provide address for invoices (mail/email) _____

Notes/Revisions:



Proposal – Geotechnical Services
October 4, 2023

Lucchesi Park Skatepark
Proposal Number: 95.006790

GENERAL CONDITIONS

1. DEFINITIONS

1.1. Contract Documents. Plans, specifications, reports, and agreements between Client and Contractors, including addenda, amendments, supplementary instructions, and change orders.

1.2. Contractor. The contractor or contractors retained to construct the Project for which Consultant is providing Services under this Agreement.

1.3. Day(s). Calendar day(s) unless otherwise stated.

1.4. Hazardous Materials. The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants, or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

1.5. Services. The Services provided by Consultant as set forth in this Agreement, the SCOPE OF SERVICES and any written amendment to this Agreement.

1.6. Work. The labor, materials, equipment, and services required to complete the work described in the Contract Documents.

2. SCOPE OF SERVICES

Consultant will perform the Services set forth in the attached SCOPE OF SERVICES.

2.1. Changes in Scope. If Consultant provides Client with a writing confirming a change in the SCOPE OF SERVICES, it will become an amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services performed by Consultant on the Project are subject to the terms and limitations of this Agreement. If Services are performed, but the parties do not reach agreement concerning modifications to the SCOPE OF SERVICES or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 19, "Disputes."

2.2. Licenses. Consultant will procure and maintain business and professional licenses and registrations necessary to provide its Services.

2.3. Excluded Services. Consultant's Services under this Agreement include only those Services specified in the SCOPE OF SERVICES, OR A WRITTEN AMENDMENT(S) THERETO. Consultant shall have no other responsibility or obligation except as agreed to in writing.

2.3.1. General. Client expressly waives any claim against Consultant resulting from its failure to perform recommended additional Services that Client has not authorized Consultant to perform, and any claim that Consultant failed to perform services that Client instructs Consultant not to perform.

2.3.2. Biological Pollutants. Consultant's SCOPE OF SERVICES specifically excludes the investigation, detection, prevention, or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and/or any of their byproducts. Consultant's SCOPE OF SERVICES will not include any interpretations, recommendations, findings, or conclusions pertaining to Biological Pollutants. Client agrees that Consultant has no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless Consultant from all claims by any third party concerning Biological Pollutants, except for damages caused by Consultant's sole negligence.

3. PAYMENTS TO CONSULTANT

3.1. Basic Services. Consultant will perform all Services set forth in the attached SCOPE OF SERVICES AND SCHEDULE OF CHARGES for the amount(s) set forth therein.

3.2. Additional Services. Any Services performed under this Agreement, except those Services expressly identified in the attached SCOPE OF SERVICES, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.

3.3. Estimate of Fees. To the best of its ability, Consultant will perform the Services and accomplish the objectives of this Agreement within any written cost estimate provided by it. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that Consultant shall not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so.

3.4. Rates. Client will pay Consultant at the rates set forth in the SCHEDULE OF CHARGES.

3.4.1. Changes to Rates. Client and Consultant agree that the SCHEDULE OF CHARGES is subject to periodic review and amendment, as appropriate to reflect Consultant's then-current fee structure.

3.4.2. Prevailing Wages. Unless Client specifically informs Consultant in writing that prevailing wage regulations cover the Project and the SCOPE OF SERVICES identifies it as covered by such regulations, Client will reimburse, defend, indemnify and hold harmless Consultant from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorneys' fees.

3.5. Payment Timing; Late Charge. All invoices are due upon receipt. All amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at the rate of 1-1/2% per month or the highest rate permitted by law. In addition, Consultant may suspend performance of the Services when such failure to pay continues for fifteen (15) days following notice to Client of the same. Geotechnical study reports, plan review letters, or final construction observation reports may be held until payment for services is received by RGH.

3.6 Payment Disputes. If Client objects to any portion of an invoice, Client must so notify Consultant in writing within ten (10) days of the invoice date, identifying in such notice the cause of the disagreement. The parties will immediately make every effort to resolve the disputed portion of the invoice. Payment thereafter will first be applied to accrued interest and then to the unpaid principal amount

4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

4.1. Level of Service. Consultant offers different levels of geotechnical engineering Services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased cost. Client must determine the level of Services adequate for its purposes. Client has reviewed the SCOPE OF SERVICES and has determined that it does not need or want a greater level of Services than that being provided.

4.2. Standard of Care. Subject to the limitations inherent in the agreed SCOPE OF SERVICES as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Consultant will perform its Services consistent with that level of care and skill ordinarily exercised by other professional Consultants practicing in the same locale and under similar circumstances at the time the Services are performed.

4.3. No Warranty. No warranty, express or implied, is included or intended by this Agreement.

4.4 No Fiduciary Duty. Client agrees that Consultant has been engaged to provide technical professional services only and that Consultant does not owe a fiduciary responsibility to Client or to the project Owner, if different from Client.



Proposal – Geotechnical Services
October 4, 2023

Lucchesi Park Skatepark
Proposal Number: 95.006790

5. ESTIMATE OF CONSTRUCTION COSTS

Client acknowledges that construction and Project development are subject to many influences that are not subject to precise forecasting and are outside of Consultant's control. Client further acknowledges that actual costs incurred may vary substantially from the estimates prepared by Consultant and that Consultant does not warrant or guarantee the accuracy of construction or development cost estimates.

6. CONSTRUCTION PHASE SERVICES

If Consultant's SCOPE OF SERVICES does not include observation and/or testing during the course of construction, Client acknowledges that such services will be provided by Client or by others and Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and testing. Further, Client waives any claim against Consultant in any way related to such services, and agrees to indemnify, defend, and hold Consultant harmless from any loss, claim, or damage arising out of or in any way related to the performance of such services by other parties, including, but not limited to claims related to the interpretation, modification, or clarification of the Contract Documents due to changed field or other conditions, except for claims caused by the sole negligence of Consultant.

If Consultant's SCOPE OF SERVICES includes observation and/or testing during the course of construction the following provisions apply:

6.1. Construction Observation.

6.1.1. Site Meetings & Visits. Consultant will participate in job site meetings as requested by Client, and, unless otherwise requested by Client, visit the site at times specified in the SCOPE OF SERVICES or, if not specified in the SCOPE OF SERVICES, at intervals as Consultant deems appropriate to the various stages of construction to observe the geotechnical conditions encountered by Contractor and the progress and quality of the geotechnical aspects of the Work. Based on information obtained during such visits and on such observations, Consultant may inform Client of the progress of the geotechnical aspects of the Work. Client understands that Consultant may not be on site continuously; and, unless expressly agreed otherwise, Consultant will not observe all of the Work.

6.1.2. Contractor's Performance. Consultant does not, and cannot, warrant or guarantee that all of the geotechnical Work performed by Contractor meets the requirements of Consultant's geotechnical recommendations or the plans and specifications for such geotechnical Work; nor can Consultant be responsible for Contractor's failure to perform the Work in accordance with the plans, specifications, or the recommendations of Consultant. Consultant shall not be responsible for the acts, errors, or omissions of the Contractor, Owner, Client, other consultants, or any other persons or entities performing work on the project, except those under the direct control of Consultant.

6.1.3. Contractor's Responsibilities. Consultant will not supervise, direct, or have control over the Work nor will Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor for the geotechnical aspects of the Project; for safety precautions and programs incident to the Work; nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor furnishing and performing its Work.

6.1.4. Final Report. At the conclusion of Construction Phase Services, Consultant will provide Client with a written report summarizing the tests and observations, if any, made by Consultant, if requested by the client.

6.2. Review of Contractor's Submittals. If included in the SCOPE OF WORK, Consultant will review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other required submittals. Consultant will review such submittals solely for general conformance with Consultant's design, and will not include review for the following, all of which will remain the responsibility of the Contractor: accuracy or completeness of details, quantities or dimensions; construction means, methods, sequences, or procedures; coordination among trades; or construction safety.

6.3. Tests. Tests performed by Consultant on finished Work or Work in progress are taken intermittently and indicate the general acceptability of the Work on a statistical basis. Consultant's tests and observations of the Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications, and requirements.

7. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

7.1. Cooperation. Assist and cooperate with Consultant in any manner necessary and within its ability to facilitate Consultant's performance under this Agreement.

7.2. Representative. Designate a representative with authority to receive all notices and information pertaining to this Agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

7.3. Rights of Entry. Provide access to and/or obtain permission for Consultant to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. Consultant will operate with reasonable care to minimize damage to the Project Site(s). However, Client recognizes that Consultant's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated.

7.4. Relevant Information. Supply Consultant with all information and documents in Client's possession or knowledge which are relevant to Consultant's Services. Client warrants the accuracy of any information supplied by it to Consultant, and acknowledges that Consultant is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify Consultant of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

7.5. Subsurface Structures. Correctly designate on plans to be furnished to Consultant, the location of all subsurface structures, such as pipes, tanks, cables, and utilities within the property lines of the Project Site(s), and be responsible for any damage inadvertently caused by Consultant to any such structure or utility not so designated. Consultant is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to Consultant.

8. UNANTICIPATED AND CHANGED CONDITIONS

Actual subsurface conditions may vary from those encountered in the specific locations where Consultant conducts its explorations. Consultant can only base its site data, interpretations, and recommendations on information reasonably available to it. Practical limitations on available data will result in some level of uncertainty, and therefore risk, with respect to the interpretation of environmental, geological, and geotechnical conditions even when Consultant follows the standard of care. If Consultant discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), Consultant will notify Client in writing of the Changed Conditions. Client and Consultant agree that they will then renegotiate in good faith the terms and conditions of this Agreement. If Consultant and Client cannot agree upon amended terms and conditions within 30 days after notice, Consultant may terminate this Agreement and be compensated as set forth in Section 18, "Termination." Underground utilities and other structures that are not properly located on plans and specifications provided to Consultant will be considered a Changed Condition under this clause.



Proposal – Geotechnical Services
October 4, 2023

Lucchesi Park Skatepark
Proposal Number: 95.006790

9. HAZARDOUS MATERIALS

Client understands that Consultant's Services under this Agreement are limited to geotechnical engineering and that Consultant has no responsibility to locate, identify, evaluate, treat, or otherwise consider or deal with Hazardous Materials. Client is solely responsible for notifying all appropriate federal, state, municipal, or other governmental agencies, including the potentially affected public, of the existence of any Hazardous Materials located on or in the Project site, or located during the performance of this Agreement. The existence or discovery of Hazardous Materials constitutes a Changed Condition under this Agreement. Client further agrees to defend, indemnify, and hold Consultant harmless from any claims related to Hazardous Materials that may be brought or filed by third parties due to the services provided by Consultant under this Agreement, except to the extent caused by the sole negligence of Consultant.

10. CERTIFICATIONS

Client agrees not to require that Consultant execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) Consultant believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) Consultant believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) Consultant has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Consultant is limited to an expression of professional opinion based upon the Services performed by Consultant, and does not constitute a warranty or guarantee, either expressed or implied. Any such certification in no way relieves the contractor or any other party from meeting requirements imposed by contract or other means, including industry standards. Client further agrees not to make resolution of any dispute with the Consultant or payment of any sums due Consultant in any way contingent on Consultant signing any such certification or similar document.

11. ALLOCATION OF RISK

11.1. Limitation of Remedies. In recognition of the relative risks and benefits of the project to Client and Consultant, the risks are allocated such that Client agrees, to the fullest extent permitted by law, that the total cumulative liability of Consultant, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees, and agents (collectively "Consultant Entities"), to Client arising from Services under this Agreement, including any indemnity obligation, any defense costs and attorney's fees, and any consequential damages which may be due under this Agreement, will not exceed the gross compensation received by Consultant under this Agreement or \$50,000, whichever is greater; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims, or actions that allege errors or omissions in Consultant Entities Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Client further agrees to require any contractor or subcontractor who may perform work in connection with any design, report, or study by Consultant to include a like indemnity and limitation of remedies clause in favor of Consultant. Client and Consultant agree that this clause was expressly negotiated and agreed upon.

11.2. Indemnification.

11.2.1. Indemnification of Client. Subject to all otherwise applicable statutes of limitations and repose and the provisions and limitations of this Agreement, including section 11.1 above, Consultant agrees to indemnify and hold harmless Client, its shareholders, officers, directors, and employees from and against any and all third party claims, suits, liabilities, damages, expenses, or losses including reimbursement of reasonable attorney's fees and costs of defense, collectively "Losses" to the extent caused by Consultant's negligent performance of its Services under this Agreement. With regard to any claim alleging Consultant's negligent performance of professional services, Consultant's defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of its actual indemnity obligation hereunder. The indemnity obligations provided under this section shall only apply to the extent such Losses are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence of Consultant.

11.2.2. Indemnification of Consultant. Client will indemnify and hold harmless Consultant Entities from and against any and all Losses to the extent caused by the negligence or willful misconduct of Client, its employees, agents, and contractors. In addition, except to the extent caused by Consultant's sole negligence, Client expressly agrees to defend, indemnify, and hold harmless Consultant Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment, or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of, or exposure to Hazardous Material.

11.3 No Personal Liability. Client and Consultant intend that Consultant's services will not subject Consultant's individual employees, officers, or directors to personal liability. Therefore, and notwithstanding any other provision of this Agreement, Client agrees as its sole and exclusive remedy to direct or assert any claim, demand, or suit only against the business entity identified as "Consultant" on the first page of this Agreement.

11.4 Deviation from Recommendations. Unless specifically agreed otherwise in writing, Client agrees that Consultant bears no responsibility for ensuring Client's or any other party's compliance with any specifications, procedures, or recommendations provided by Consultant to Client under this Agreement (collectively, "recommendations"). Client hereby releases Consultant from all liability arising from any other party's failure to fully comply with recommendations, and Client will defend, indemnify, and hold harmless Consultant from any party's claims for losses arising from or related to Client's or any other party's failure to fully comply with recommendations.

11.5. Consequential Damages. Neither Client nor Consultant will be liable to the other for any special, consequential, incidental, indirect, punitive, or penal losses or damages including but not limited to losses, damages, or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, business, reputation, financing or inventory, or for use charges, cost of capital, or claims of the other party or its customers. This waiver applies to all such claims and damages, whether based on contract, warranty, tort, or any other legal theory.

11.6. Continuing Agreement. The indemnity obligations, limitation of remedies, and consequential damages waiver established under this Agreement will survive the expiration or termination of this Agreement. If Consultant provides additional or different Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify each other, the limitations on liability, and the consequential damages waiver established under this Agreement apply to such Services as if the parties had executed an amendment.

12. INSURANCE

12.1. Consultant's Insurance. Consultant will obtain, if reasonably available, the following coverages:

12.1.1. Statutory Workers' Compensation/Employer's Liability Insurance;

12.1.2. Commercial General Liability Insurance with a combined single limit of \$1,000,000;

12.1.3. Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and,

12.1.4. Professional Liability Insurance in amounts of \$1,000,000 per claim and annual aggregate.

12.2. Contractor's Insurance. Client will require that all Contractors and subcontractors for the Project name Consultant as an additional insured under their General Liability and Automobile Liability insurance policies. If Client is not the Project owner, Client will require the Project owner to require the owner's Contractor to purchase and maintain General Liability, Builder's Risk, Automobile Liability, Workers' Compensation, and Employer's Liability



Proposal – Geotechnical Services
October 4, 2023

Lucchesi Park Skatepark
Proposal Number: 95.006790

insurance with limits no less than as set forth above, and to name Consultant and its subcontractors and subconsultants as additional insureds on the General Liability and Builder's Risk insurance.

12.3. Certificates of Insurance. Upon request, Consultant and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability and Workers' Compensation Insurance, all policies required herein shall contain a waiver of subrogation.

13. OWNERSHIP AND USE OF DOCUMENTS

13.1. Client Documents. All documents provided by Client will remain the property of Client. Consultant will return all such documents to Client upon request, but may retain file copies of such documents.

13.2. Consultant's Documents. Unless otherwise agreed in writing, all documents and information prepared by Consultant or obtained by Consultant from any third party in connection with the performance of Services, including, but not limited to, Consultant's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are the property of Consultant. Consultant has the right, in its sole discretion, to dispose of or retain the Documents.

13.3. Use of Documents. All Documents prepared by Consultant are solely for use by Client and will not be provided by either party to any other person or entity without Consultant's prior written consent.

13.3.1. Use by Client. Client has the right to use the Documents for purposes reasonably connected with the Project for which the Services are provided, including design and licensing requirements of the Project.

13.3.2. Use by Consultant. Consultant retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

13.4. Electronic Media CLIENT and CONSULTANT both prefer that CONSULTANT use electronic means to issue to CLIENT CONSULTANT's proposed-final instrument(s) of professional service. CONSULTANT will provide to CLIENT electronic media or access to electronic media in which the instruments of professional service are stored or CONSULTANT will use electronic means, like e-mail, to transmit the instrument(s) of professional service directly. CLIENT and CONSULTANT both realize that data, words, graphical representations, drawings, and other elements of electronically stored or transmitted instruments of professional service may experience unpreventable, random alteration. Accordingly, CLIENT shall have [sixty (60)] calendar days after receiving or gaining access to CONSULTANT's proposed-final instrument(s) of professional service to inspect the material for readability, accuracy, and completeness. CLIENT shall call to CONSULTANT's attention any errors, omissions, or other problems, permitting CONSULTANT to provide prompt adjustments or corrections for CLIENT's additional review. Unless CLIENT requests modifications to the instruments of professional service within 7 days, the instruments of professional service shall become final. CLIENT shall, to the extent permitted by law, waive any and all claims against CONSULTANT that arise from or are related to the unauthorized modification of CONSULTANT's instruments of professional service by CLIENT or any person or entity that acquires or obtains the instruments of professional service from or through CLIENT. CLIENT shall further indemnify and hold harmless CONSULTANT from and against any and all claims, demands, allegations, causes of action, damages, losses, costs, or other liabilities and expenses (including all attorney's fees and court costs) that arise from or are related to the unauthorized modification of CONSULTANT's instruments of professional service by CLIENT or any person or entity that acquires or obtains the instruments of professional service from or through CLIENT. CLIENT shall also compensate CONSULTANT for any time CONSULTANT spends or expenses CONSULTANT incurs arising from or relating to the unauthorized modification of CONSULTANT's instruments of professional service by CLIENT or any person or entity that acquires or obtains the instruments of professional service from or through CLIENT. Such compensation shall be based upon CONSULTANT's prevailing fee schedule and expense-reimbursement policy. (The term "any and all claims" used in this provision means "any and all claims in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability.")

13.5. Unauthorized Reuse and Reliance. No party other than Client may rely, and Client will not represent to any other party that it may rely on Documents without Consultant's express prior written consent, receipt of additional compensation by Consultant, and the written agreement of the party seeking reliance to be bound to the same terms and conditions as Client. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without Consultant's express prior written consent. Any reuse or modification of the Documents, including Documents in an electronic format, by Client or anyone obtaining them through Client will be at Client's sole risk and without liability to Consultant. Client will defend, indemnify, and hold Consultant harmless from all claims, demands, actions, and expenses (including reasonable attorney's fees, expert fees, and other costs of defense) arising out of or in any way related to the reuse or modification of the Documents by Client or anyone obtaining them through Client. Client further releases and agrees to defend, indemnify, and hold harmless Consultant from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained in the Documents provided to such person or entity, published, disclosed or referred to without Consultant's prior written consent.

14. SAMPLES AND CUTTINGS

14.1. Sample Retention. If Consultant provides laboratory testing or analytic Services, Consultant will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 45 days after issuance of any Documents that include the data obtained from these samples. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances.

14.2. Monitoring Wells. Client will take custody of all monitoring wells and probes installed during any investigation by Consultant, and will take any and all necessary steps for the proper maintenance, repair, or closure of such wells or probes at Client's expense.

15. ASSIGNMENT AND SUBCONTRACTS

Client and Consultant, respectively, each binds itself and its successors and assigns to the other and its successors and assigns with respect to all covenants of this Agreement. During the term of this Agreement and following its termination for any reason, neither Client nor Consultant shall assign, convey, sublet, or transfer any rights under or interest in this Agreement without the prior written consent of the other party, including but not limited to, (a) any interest in the proceeds of this Agreement, or any proceeds of claims arising from or under this Agreement; (b) any rights, claims, or causes of action alleging breach, loss, or damages arising from or under this Agreement; (c) the control of claims or causes of action against the other party arising from or under this Agreement; and (d) any proceeds from claims or causes of action as security, collateral, or the source of payment for any notes or liabilities to any third party. This section shall not, however, apply to any subrogation rights (if any) of any insurer of either party. This section shall survive the completion or termination of this Agreement for any reason and shall remain enforceable between the parties. Any assignment that fails to comply with this paragraph will be void and of no effect.



Proposal – Geotechnical Services
October 4, 2023

Lucchesi Park Skatepark
Proposal Number: 95.006790

16. RELATIONSHIP OF THE PARTIES

Consultant will perform Services under this Agreement as an independent contractor.

17. SUSPENSION AND DELAYS

17.1. Procedures. Client may, at any time by 10 days written notice suspend performance of all or any part of the Services by Consultant. Consultant may terminate this Agreement if Client suspends Consultant's Services for more than 60 days and Client will pay Consultant as set forth under Section 18, "Termination." If Client suspends Consultant's Services, or if Client or others delay Consultant's Services, Client and Consultant agree to equitably adjust: (1) the time for completion of the Services; and (2) Consultant's compensation in accordance with Consultant's then current SCHEDULE OF CHARGES for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by Consultant for demobilization and subsequent remobilization.

17.2. Liability. Consultant is not liable to Client for any failure to perform or delay in performance due to circumstances beyond Consultant's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of God," adverse weather conditions, acts of government, labor disputes, delays in transportation, or inability to obtain material and equipment in the open market.

18. TERMINATION

18.1. Termination for Convenience. Consultant and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other party.

18.2. Termination for Cause. In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party. The termination notice shall state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.

18.3. Payment on Termination. Following termination other than for Consultant's material breach of this Agreement, Client will pay Consultant for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records, and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Consultant's then current SCHEDULE OF CHARGES.

19. DISPUTES

19.1. Mediation. All disputes between Consultant and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 90 days of service of notice.

19.2. Precondition to Other Action. No action or suit may be commenced unless the mediation did not occur within 90 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

19.3. Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws of the state in which the Project is located. Unless the parties agree otherwise, any mediation or other legal proceeding will occur in the state in which the Project is located.

19.4. Statutes of Limitations. Any claim related to or arising out of this Agreement by either party, whether known or unknown, including but not limited to claims for breach of this Agreement or for the failure to perform in accordance with the applicable standard of care, shall be made within two (2) years from the time the Client knew or should have known of its claim, but in any event, not later than four (4) years after the completion of Consultant's Services on the project.

20. MISCELLANEOUS

20.1. Integration and Severability. This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows, and the remaining provisions of this Agreement shall be valid and binding on both the Client and Consultant.

20.2. Modification of this Agreement. This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

20.3. Notices. Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

20.4. Headings. The headings used in this Agreement are for convenience only and are not a part of this Agreement.

20.5. Waiver. The waiver of any term, conditions or breach of this Agreement by Consultant or Client will not operate as a subsequent waiver of the same term, condition, or breach.

20.6. No Third Party Rights. Nothing in this Agreement or as a consequence of any of the Services provided gives any rights or benefits to anyone other than the Client and Consultant. All duties and responsibilities undertaken in this Agreement are for the sole use and exclusive benefit of Client and Consultant, and not for the use or benefit of any other party.

20.7 Value Engineering. Client acknowledges that if it elects to pursue value engineering on the project, it assumes the risk that it could result in reduced functionality or performance of the project, increased maintenance, or other issues. In addition, if the Client requires the incorporation of changes in the construction documents to accommodate value engineering, the Client agrees, to the fullest extent permitted by law, to waive all claims against Consultant and to indemnify and hold harmless Consultant from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, which arise in connection with or as a result of the incorporation of such design changes required by the Client. In addition, the Consultant shall be compensated for services necessary to incorporate recommended value engineering changes into reports, drawings, specifications, bidding, or other documents.

20.8 Precedence. These General Conditions take precedence over any inconsistent or contradictory provisions contained in any other agreement term, proposal, purchase order, requisition, notice to proceed, or other document regarding Consultant's services.



Experience is the difference

Santa Rosa Office

3501 Industrial Drive, Suite A
Santa Rosa, CA 95403
707-544-1072

Napa Office

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

SCHEDULE OF CHARGES **Effective July 1, 2022**

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

PERSONNEL

Principal	\$250/hour
Associate	\$205/hour
Senior Engineer/Geologist	\$195/hour
Project Engineer/Geologist	\$165/hour
Staff Engineer/Geologist	\$140/hour
Field Engineer	\$130/hour
Field Engineer (Prevailing Wage)	\$160/hour
Graphics	\$100/hour
Report Typing/Reproduction	\$80/hour

EQUIPMENT

Slope Inclinator Instrument	\$200/day
Coring Machine	\$400/day
Specialty Software (i.e. SLOPE/W, EZ-FRISK, VolFlo)	\$70/hour

CONCRETE

Concrete Compression Testing - Set of 4 Cylinder Breaks	\$200
Shotcrete Panel (Includes coring, compression testing of 4 cores, and disposal)	\$400
Each Additional Cylinder/Core Break	\$50
Coring Charge	\$175
Shotcrete Panel Disposal	\$25

OTHER

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

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

Outside services including laboratory analysis, consultants, subcontractors, equipment not listed above, outside reproduction, aerial photographs, meals, lodging, shipping and special equipment or services not listed above are charged at cost plus 20 percent.

October 4, 2023

Grindline Skateparks, Inc.
4619 14th Ave SW
Seattle, Washington 98106

Attention: Mr. Matt Fluegge

**RE: Cost Proposal for Biological Site Assessment
Lucchesi Skatepark Project, Petaluma, California
Portion of APN: 136-111-022 (~0.6 Acre)
Attachment A to Monk & Associates Master Service Agreement**

Dear Mr. Fluegge:

Monk & Associates, Inc. (M&A) has prepared the following cost proposal to conduct a site assessment on the Lucchesi Park for the proposed Lucchesi Skatepark project, Petaluma, California (the project site). An M&A Biologist will visit the project site to look for special-status plant and wildlife species, as well as “waters of the United States” subject to regulation by the U.S. Army Corps of Engineers (Corps) or California Regional Water Quality Control Board (RWQCB). Below, M&A presents the tasks and costs for proposed services.

Task 1. Perform a Site Visit

An M&A Biologist will visit the project site to look for special-status plant and wildlife species, as well as “waters of the United States” subject to regulation by the Corps or RWQCB.

Project Biologist II	6 hours @ \$147/hr.	\$ 882.00
Mileage	120 miles @ \$0.655/miles	\$ 78.60
Toll		\$ 7.00
GPS Rental		\$ 50.00

Subtotal Cost of Task 1B:	\$ 1,017.60
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Task 2. Letter-Report Preparation

After completion of the site visit M&A will prepare a brief letter report detailing our findings. This report will address whether or not the project site supports sensitive plant communities or habitats for special-status species, as well as waters of the U.S. If it is determined that any of these are present onsite, recommendations will be provided in the report as to how to address these resources/issues.

Cost Proposal for Biological Site Assessment
 Lucchesi Skatepark Project, Petaluma, California
 Portion of APN: 136-111-022 (~0.6 Acre)
 Attachment A to Monk & Associates Master Service Agreement

Page 2

Principal Biologist	2 hours @ \$210/hr.	\$ 420.00
Project Biologist II	16 hours @ \$147/hr.	\$ 2,352.00
Graphics	2 hours @ \$141/hr.	\$ 282.00
Office Manager	1 hour @ \$110/hr.	\$ 110.00

Subtotal Cost of Task 2:	\$ 3,164.00
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Total Proposed Costs:	\$ 4,181.60
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M&A requires a 50% deposit of the Total Proposed Cost, of \$2,090.80, to be submitted to M&A before we commence working on this project. The deposit will be billed against until expended. The balance of the proposed work would be billed in 30-day billing cycles. All invoices are net payable upon receipt. If over 30 days passes without payment on an invoice, all work will cease on the project until accounts are brought forward and there is a zero balance, and a new deposit is provided to M&A.

CONDITIONS

- Any unanticipated meetings or non-contemplated tasks not budgeted herein would be completed under a budget revision.
- M&A requires authorization to be on the site. Your signature on this proposal constitutes written permission that M&A can be on the site. This contract agreement is a conveyed permission for M&A and any necessary personnel to access the project site with M&A. If there are special entrance instructions, please be sure to let M&A know right away.
- If the execution of the proposed work takes longer than one year from acceptance of this proposal, owing to no fault of M&A (for example this happens when project plans are not far enough along etc. and the job has extensive delays in starting), M&A reserves the right to adjust our billing rates to be consistent with our normal schedule of charges in the year work commences.
- The task costs presented herein are a guideline. All task costs will be averaged over the total budget to account for the complete products proposed herein. If selected tasks are approved and others not approved, M&A will have to revise individual task costs.
- Any unspecified new work that develops or becomes necessary will be charged for on a T&M basis in accordance with the attached Schedule of Charges.
- This proposal is good for 60 days.

Cost Proposal for Biological Site Assessment
Lucchesi Skatepark Project, Petaluma, California
Portion of APN: 136-111-022 (~0.6 Acre)
Attachment A to Monk & Associates Master Service Agreement

Page 3

All work performed under this agreement will be on a **time and materials** basis in accordance with costs proposed herein. Task that are not completed or only partially completed will only be billed in accordance with actual work completed and/or material expenditures as required for the portion of work completed. You may terminate any and all work at any time, allowing M&A 48 hours of time to formally close the books on the job and process final billing. No unauthorized work would be completed without a formal request and approval from you.

M&A appreciates the opportunity to work on this project. Should you have any questions about this proposal, or if I can be of assistance in any other way, please do not hesitate to call Ms. Sarah Lynch at (925) 947-4867, ext. 203.

Sincerely,



Christopher Milliken
Office Manager

I/We agree to the terms of this Work Order. I/We also permit work to proceed in accordance with this Work Order. I/We agree to pay Monk & Associates, Inc., to perform the tasks proposed herein. Payment will be made to M&A Net 30 days from the invoice date(s).

Duly Authorized Approval Signature

Telephone Number

Name (Please Print)

Title

Date

MONK & ASSOCIATES
Environmental Consultants

SCHEDULE OF CHARGES
Attachment B
October 2023

Hourly Rates

Principal Biologist	Field Work/Permitting/Agency Negotiations	\$210/hour
Principal Biologist	Testimony/Public Hearings/Affidavits	\$350/hour in 4-hour increments.
Senior Associate Biologist	Field/Office Work	\$205/hour
Associate Biologist	Field/Office Work	\$180/hour
Senior Botanist	Field/Office Work	\$163/hour
Senior Biologist	Field/Office Work	\$163/hour
Project Botanist	Field/Office Work	\$147/hour
Project Biologist II	Field/Office Work	\$147/hour
Project Biologist I	Field/Office Work	\$141/hour
Staff Biologist	Field/Office Work	\$116/hour
Office Manager		\$110/hour
Graphics		\$141/hour
Sub-contracting Biologists	Field Work	\$116 to \$210/hour

- Any Biological Construction Monitoring performed on weekends will be billed at 1.5 times the hourly rate.

Other Expenses (Flat Rates)

Any invoices submitted through 3rd Party Online Portal: \$100 plus portal service fee + 15% would require a budget amendment or change order.

Any weekly Zoom calls, Microsoft Teams calls, or conference calls would require a budget amendment or change order.

Per Diem: \$250/day/per person (major metropolitan/Rural areas may be adjusted to hotel rate plus \$60/day)

Vehicles: Passenger vehicle: \$0.655/mile

Oversize Maps \$2.00/square foot.

Color Photographs (laser printed, \$2.00 per page).

Air fares: Cost plus 10 percent

Materials/Supplies/Permit & Fees Payments : Cost plus 15 percent

Equipment Rentals: GPS (sub-meter accuracy) \$50/day. Surveillance Cameras \$15/day each; rodent traps 0.20/day each; Burrowing owl eviction doors at \$5.00/day each; medium- size mammal traps \$5.00/day each. Spotlight charged at \$3.00/day. Other equipment priced on a job basis by approved proposal.

HUGH LINN, PE, QSD, QSP
PRINCIPAL + PRESIDENTCHRISTOPHER TIBBITS, PE, LS
PRINCIPAL + VICE PRESIDENT

707 | 252.3301 | RSAcivil.com

hLinn@RSAcivil.com

cTibbits@RSAcivil.com

RSAcivil.com

#4123480.0 - 04

PROPOSAL FOR CITY OF PETALUMA SKATE PARK

Agreement entered into at Napa, California, made this 13th day of September 2023, by and between:

CONSULTANT:

RSA⁺
1515 Fourth Street
Napa, CA 94559

CLIENT:

City of Petaluma
Attn: Bjorn Gripenburg and George Howard
202 North McDowell Blvd.
Petaluma, CA 94954
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c/o: Matt Fluegge
Gridline Skateparks, Inc.
matt@grindline.com

CLIENT AND CONSULTANT AGREE AS FOLLOWS:

Client intends to construct a new 23,000 square-foot Skate Park in three phases at Lucchesi Park (APN 136-111-022) in the City of Petaluma.

A. Consultant agrees to perform the following scope of services:

Construction Document Phase

1. **Topographic Survey.** RSA+ will prepare a topographic survey of the project area as identified on the attached exhibit. The topographic mapping will be prepared in AutoCAD format and will have contours at an interval of one foot and will be drawn at a scale of 1"=20'. The datum will be NAD 83 state plane coordinate system and NAVD 88 vertical datum. No boundary will be provided.
2. **Phase 1 Civil Plans, Specifications, & Estimates (PS&Es).** Upon receipt of the approved Concept Plan and phasing limits, RSA+ will prepare construction documents for the civil components of Phase 1 (13,000 sf). This work will include:
 - a. Phase 1 Civil Construction Drawings.
 - i. Dimensioned Layout and Paving Plan, which will be suitable for layout control of the proposed paving and civil improvements on the site. Civil layout plan will reference skatepark layout by Grindline.
 - ii. Grading and Drainage Plan. This work will include the grading design for the exterior paved and unpaved areas of the site, including

accessible paths of travel as identified by Gridline and the City. Design of specific skate park elements/features will be by Gridline, and will be included by reference on the civil grading plan.

- iii. Utility Plans. RSA⁺ will provide drawings for wet utilities (water, sewer, and stormwater improvements) as required for the project. Upon request, dry utilities (electrical, gas, communications) will be shown on our overall Utility Plan for reference only, and will be designed by others.
 - iv. Stormwater Control Plan. RSA⁺ will provide design drawings and details for post-construction Low Impact Design (LID) stormwater treatment facilities, and an accompanying SCP Report for a Regulated Project in accordance with the Bay Area Stormwater Management Agencies Association (BASMAA) Post-Construction Manual dated January 2019.
 - v. Erosion and Sediment Control Plan. RSA⁺ will prepare an Erosion and Sediment Control Plan for the project, incorporating during-construction Best Management Practices, as required by the City of Petaluma.
- b. Specifications. RSA⁺ will prepare written specifications for the civil components of the project, based on template specifications provided by the City of Petaluma and format provided by Grindline. Specifications for skatepark structures, concrete, and amenities will be by Grindline.
 - c. Estimate. RSA⁺ will provide an Engineer's Estimate of Probable Costs for the civil components of the project, based on the Phase 1 Civil Construction Drawings and material unit costs provided by the City of Petaluma.

Our budget includes submittals of 50%, 90%, and 100% of Plans, Specifications, and Estimates (PS&Es) over a twelve (12) week design period.

3. **Phase 2 Civil PS&Es.** RSA⁺ will prepare construction documents for the civil components of Phase 2 (10,000 sf). This work will include:

- a. Phase 2 Civil Construction Drawings.
 - i. Dimensioned Layout and Paving Plan, which will be suitable for layout control of the proposed paving and civil improvements on the site. Pavement sections will be based on values furnished by the Geotechnical Engineer, retained by the City.
 - ii. Grading and Drainage Plan. This work will include the grading design for the exterior paved and unpaved areas of the site, including accessible paths of travel as identified by Gridline and the City. Design of specific skate park elements/features will be by Gridline, and will be included by reference on the civil grading plan.

- iii. **Utility Plans.** RSA⁺ will provide drawings for wet utilities (water, sewer, and stormwater improvements) as required for the project. Upon request, dry utilities (electrical, gas, communications) will be shown on our overall Utility Plan for reference only, and will be designed by others.
- iv. **Stormwater Control Plan.** RSA⁺ will provide design drawings and details for post-construction Low Impact Design (LID) stormwater treatment facilities, and will update to the Phase 1 SCP Report to include Phase 2 improvements as a Regulated Project.
- v. **Erosion and Sediment Control Plan.** RSA⁺ will prepare an Erosion and Sediment Control Plan for the project, incorporating during-construction Best Management Practices, as required by the City of Petaluma.
- b. **Specifications.** RSA⁺ will prepare written specifications for the civil components of the project, based on template specifications provided by the City of Petaluma and format provided by Gridline.
- c. **Estimate.** RSA⁺ will provide an Engineer's Estimate of Probable Costs for the civil components of the project, based on the Phase 2 Civil Construction Plans and material unit costs provided by the City of Petaluma.

Our budget includes submittals of 50%, 90%, and 100% Plans, Specifications and Estimates (PS&Es) over a twelve (12) week design period.

Bidding & Construction Phase – Optional Tasks

- 4. **Bidding Support.** If requested, RSA⁺ will provide engineering support services during the bidding phase as the Civil Engineer of Record, on an “as-needed/as-requested” basis. Our budget includes:
 - a. Attendance at one (1) pre-bid meeting.
 - b. Provide up to five (5) answers to City's or bidder's questions.
 - c. Provide up to three (3) minor updates to bid documents for addendum.
- 5. **Construction Phase Engineering Services.** If requested, RSA⁺ will provide engineering support services during the construction phase as the Civil Engineer of Record, on an “as-needed/as-requested” basis. Our budget includes:
 - a. Attendance at three (3) site meetings.
 - b. Review and respond to up to five (5) submittals or RFIs.
 - c. Prepare up to three (3) supplemental drawings if needed for change orders.
 - d. Prepare Record Drawings based on site observations and as-built markups received from contractor.

B. Not included in this scope of services:

1. Unofficial findings, conclusions, and engineering recommendations. All of RSA+'s formal findings, conclusions, and recommendations will be provided in plans and written reports that are signed and stamped by a Registered Civil Engineer. Client will indemnify and hold Consultant harmless for any use of written or non-written findings, conclusions, or recommendations that are not provided in a signed and stamped format.
2. Schedule Extensions, Program Changes, and Out of Process Site Layout Revisions. The estimated fee for each phase of work is based on the schedule provided and an orderly development of the plans. If the schedule, project program, or project layout changes due to factors outside of RSA+'s control in a manner that requires additional design services, the budget limits for each phase will be increased via a contract addendum.
3. Joint trench, electric, gas, CATV or telephone design.
4. Payment of County, City, Title Company or other agency fees.
5. Construction inspection services.
6. Landscape and Architectural Design services. RSA+ can provide Landscape Architectural services through Studio 1515 if requested by Client.
7. Geotechnical/Geological design services.
8. Pavement Structural Design. Skatepark concrete will be specified by Grindline. Non-stakepark concrete will be per City of Petaluma standards for pedestrian sidewalks.
9. Sound wall, entry sign or retaining wall design.
10. Hydraulic Analysis of offsite water system infrastructure.
11. Wetlands Delineation and/or Archaeological Investigation.
12. "As Built" Plans. RSA+'s scope includes "Record Drawings," which will include notes and changes provided to us by the contractor. We will not field survey plan changes which would be required to prepare "As-Built" plans.
13. Layout or design for Site Lighting.
14. Off-site or Basin-wide Drainage Studies.

15. Underground Utility location and potholing. If required, this will be provided by Client or RSA⁺ will prepare an addendum to this contract.
- C. All reimbursable expenses will be charged for in addition to the contract price in accordance with the attached Fee Schedule.
- D. This Proposal and the attached Fee Schedule shall become part of the Engineer/Client Agreement when said document is signed by both parties.
- E. This Proposal is subject to acceptance by October 13, 2023, or is void thereafter at the option of the Consultant.
- F. Client agrees to compensate Consultant on a "Time & Materials" (T&M) or a "Time & Materials not-to-exceed" (T&M nte) fee basis, in accordance with the attached Fee Schedule.

Task 1	Topographic Survey	(T&M nte)	\$6,250 ⁺
Task 2	Phase 1 Civil PS&Es	(T&M nte)	\$39,000 ⁺
Task 3	Phase 2 Civil PS&Es	(T&M nte)	\$30,000 ⁺
Task 4	Bidding Support	(T&M)	\$4,500*
Task 5	Construction Phase Engineering Services	(T&M)	\$12,000*

Retainer due upon signing this contract is \$0 (preferred client).

* Estimate of fee for this task. Actual fee will be based on required effort to complete task.

† Estimate of fee for this task. Actual fee will be based on required effort to complete task. RSA⁺ will not exceed budget without Client's prior approval.


- G. Client has read and understands all the "Standard Provisions of Agreement between Client and Consultant" attached hereto and incorporated by reference, and agrees all Provisions of Agreement are a part of this Agreement and are binding on Client and Consultant.
- H. Client and Consultant agree that the late payment charge provided for in the Standard Provisions of Agreement shall be computed at a periodic rate of 1.50%, which is an annual percentage rate of 18%.
- I. Unless specifically included as an item of work, it shall be Client's sole responsibility to track expiration dates of development approvals such as Tentative Maps, Use Permits, etc., and to make appropriate applications, if necessary, for time extensions, etc.
- J. If the project includes more than one (1) acre, it is the responsibility of Client to make sure that construction does not commence prior to filing a Notice of Intent (NOI) with the Regional Water Quality Control Board.

- K. It is specifically understood that the improvement plans prepared under this Agreement have been prepared with the intent the firm of RSA+, will be performing the construction staking for the complete project. If, however, another firm should be employed to use these plans for the purpose of construction staking, notice is hereby given that the firm of RSA+, will not assume any responsibility for errors or omissions, if any, which might occur and which could have been avoided, corrected or mitigated if RSA+, had performed the staking work.
- L. Client agrees to indemnify Consultant from any additional costs resulting from work commencing prior to obtaining all required permits.

RSA+

Gridline Skateparks, Inc.

DocuSigned by:



9C7CF9930B15470

By: Hugh Linn, PE
Principal + President
RCE 52509

9/13/2023

Date

By: Matt Fluegge

Date

CLIENT BILLING ADDRESS:
(if different from the mailing address above)

Attn: _____

Billing Email Address:

PSW/sw/bs
#4123480.0 - 04

This form of agreement is distributed by:



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STANDARD PROVISIONS OF AGREEMENT BETWEEN CLIENT AND CONSULTANT

This form of agreement (Form B) was developed by the American Council of Engineering Companies of California and is intended primarily for the use of ACEC California members and may not be reproduced without the permission of the American Council of Engineering Companies of California. © 2010, 2009, 2008, 2007, 2003, 2001, 1998, 1994, 1991, 1989, 1987, 1984, 1982, 1979, 1978, 1975, 1973, 1970, 1967.

Project No. 4123480.0-04

Client and Consultant agree that the following provisions shall be part of this agreement:

1. Client and Consultant agree to cooperate with each other in order to fulfill their responsibilities and obligations under this agreement. Both Client and Consultant shall endeavor to maintain good working relationships among members of the project team.
2. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
3. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other. Neither Client nor Consultant shall assign claims arising from the agreement without the prior written consent of the other.
4. This agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services for the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both Client and Consultant.
5. Consultant's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this agreement shall not constitute the waiver of any other breach of the agreement.
6. If any term, condition or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on Client and Consultant.
7. This agreement shall be governed by and construed in accordance with the laws of the State of California.
8. If the scope of services includes Consultant's assistance in applying for governmental permits or approvals, Consultant's assistance shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency.
9. Upon Consultant's request, Client shall execute and deliver, or cause to be executed and delivered, such additional information, documents or money to pay governmental fees and charges which are necessary for Consultant to perform services pursuant to the terms of this agreement.
10. Client acknowledges all reports, plans, specifications, field data and notes and other documents, including all such documents on electronic media, prepared by Consultant are instruments of service, and shall remain the property of Consultant and may be used by Consultant without the consent of Client. Upon request and payment of all costs involved, Client is entitled to a copy of all final plans and specifications for use in connection with the project for which the plans and specifications have been prepared. Client acknowledges that its right to utilize final plans and specifications and the services of Consultant provided pursuant to this agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client has performed all its obligations under this agreement. In the event Client is in default of any of the terms and

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conditions of this agreement, any license or right to utilize the instruments of service by Client, is automatically revoked.

11. Client agrees not to use or permit any other person to use plans, specifications, drawings, cost estimates, reports or other documents prepared by Consultant which plans, specifications, drawings, cost estimates, reports or other documents are not final and which are not signed and stamped or sealed by Consultant. Client acknowledges that all documents on electronic files, or drawings, reports and data on any form of electronic media generated and furnished by the Consultant, are not final plans or documents. Client shall be responsible for any such use of all non-final plans, specifications, drawings, cost estimates, reports, electronic files or other documents not signed and stamped or sealed by Consultant. Client hereby waives any claim for liability against Consultant for such use. Client agrees, to the extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees, and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from a violation of this paragraph by Client. Client further agrees that final plans, specifications, drawings, cost estimates, reports or other documents are for the exclusive use of Client and may be used by Client only for the project described on page 1 of 9 of this agreement and such use is subject to the terms and conditions of this agreement. Such final plans, specifications, drawings, cost estimates, reports or other documents may not be changed or used on a different project without written authorization or approval by Consultant. If signed check prints are required to be submitted with a stamp or seal, they shall not be considered final for purposes of this paragraph.
12. In accepting and utilizing any electronic files or drawings, reports and data on any form of electronic media generated and furnished by Consultant ("electronic files"), Client covenants and agrees that all such electronic files are instruments of service of Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

Client agrees not to use, or reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this agreement. Client agrees not to make changes to or transfer these electronic files to others without the prior written consent of Consultant. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes, use or reuse of the electronic files for any other project by anyone other than Consultant.

Client acknowledges that Client and Consultant have agreed on all hardware and software specifications that may be necessary for transmission of electronic files relevant to the project. These specifications, if applicable, are included in this agreement.

Electronic files furnished by either party shall be subject to an acceptance period of fifteen (15) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

Electronic files, such as computer-aided drafting and design files, are not construction documents, and Consultant makes no representation as to their accuracy or completeness. Client is aware that differences may exist between the electronic files delivered and the printed hard copy construction documents. In the event of a conflict between the signed construction documents prepared by Consultant and electronic files, the signed and stamped or sealed hard copy construction documents, copies of which shall be kept by Consultant, shall govern.

In addition, Client agrees, to the extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any unauthorized changes made by anyone other than Consultant or from any use or reuse of the electronic files for any other project by anyone other than Consultant.

Under no circumstances shall delivery of electronic files for use by Client be deemed a sale of a product by Consultant, and Consultant makes no warranties, either express or implied, of merchantability and fitness for any

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particular purpose. In no event shall Consultant be liable for indirect or consequential damages as a result of Client's use or reuse of the electronic files.

13. Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this agreement, or by amendments to this agreement, and shall not be responsible for any liability that may arise out of the making of or failure to make soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.
14. Client acknowledges Consultant has the right to complete all services agreed to be rendered pursuant to this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to paragraph 29. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to paragraph 29. If Client is in default regarding the Client's payment obligations under this agreement, and Client requests Consultant continue providing some or all services, Consultant has no obligation to provide any further services unless Client provides financial assurances satisfactory to Consultant.
15. If the scope of services to be provided by Consultant pursuant to the terms of this agreement includes an ALTA survey, Client agrees that Consultant may sign one of the ALTA survey statements attached to this agreement and incorporated herein by reference. In the event Consultant is required to sign a statement or certificate which differs from the ALTA survey statements contained in the attachment to this agreement, Client hereby agrees, to the extent permitted by law, to indemnify and hold Consultant harmless from any and all liability arising from or resulting from the signing of any statement which differs from those statements contained in the attachment to this agreement.
16. If the scope of services to be provided by Consultant pursuant to the terms of this agreement includes the preparation of grading plans but excludes construction staking services, Client acknowledges that such staking services normally include coordinating civil engineering services and the preparation of record drawings based upon information provided by others, and Client will be required to retain such services from another consultant or pay Consultant pursuant to this agreement for such services as extra services in accordance with paragraph 29.
17. Unless the scope of services to be provided by Consultant expressly includes Consultant's assistance in determinations regarding the application of prevailing wages, Client and Consultant acknowledge that it is Client's exclusive responsibility to determine whether the project, which is the subject of this agreement, is a "public work" as defined in California Labor Code Section 1720, or whether prevailing wage rates are to be paid to certain workers in connection with the project, or determine the rate of prevailing wages to be paid certain workers. Consultant will develop its schedule of labor rates in reliance on the determinations of Client. In the event of a dispute regarding whether the project is a "public work", whether prevailing wages are to be paid, or the amount of prevailing wages to be paid to individual workers, Client agrees to pay Consultant for any and all additional costs and expenses (including additional wages, penalties & interest) incurred by Consultant and further agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from all damages, liabilities or costs, including reasonable attorneys' fees and costs, arising from or related to the Client's determinations regarding the application of or payment of prevailing wages.
18. If the scope of services contained in this agreement does not include construction-phase services for this project, Client acknowledges such construction-phase services will be provided by Client or by others and Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition, Client agrees, to the extent permitted by law, to indemnify and hold Consultant harmless from any loss, claim, or cost, including

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reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Consultant.

19. If the scope of work of Consultant includes the rendition of professional services for a project which is a common interest development subject to the provisions of Civil Code section 1375, Client agrees to reimburse Consultant for all costs associated with Consultant's participation in the pre-litigation process described in Civil Code section 1375. Further, Client agrees to pay Consultant's fees for time incurred participating in the pre-litigation process. These fees and costs shall be paid as extra services in accordance with paragraph 29. Such extra services shall be paid at Consultant's normal hourly rates in effect at the time Consultant participates in the pre-litigation process. For purposes of this paragraph, a "common interest development" shall be a common interest development as defined in Civil Code section 1375.

Client agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from all damages, liabilities or costs, including reasonable attorneys' fees and costs, arising from or related to Consultant's participation in the pre-litigation process pursuant to Civil Code section 1375.

Client agrees that if Client receives a Notice of Commencement of Legal Proceedings pursuant to Civil Code section 1375, Client will notify Consultant within 10 days of Client's receipt of the Notice of Commencement of Legal Proceedings, provided the Notice of Commencement of Legal Proceedings either identifies Consultant as a potentially responsible party or the face of the Notice contains information which identifies Consultant's potential responsibility. If Client does not timely notify Consultant, then Client agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from all damages, liabilities or costs, including reasonable attorneys' fees and costs, arising from or related to Client's failure to timely notify Consultant.

20. If Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing, Consultant shall be entitled to continue suspension of the performance of any and all of its obligations pursuant to this agreement where the Client is in default and was in default prior to the filing of the bankruptcy petition. If, upon filing a voluntary petition or an involuntary petition in the United States Bankruptcy Court, Client seeks to have Consultant continue to provide services pursuant to this agreement, Client agrees to comply with applicable provisions of the United States Bankruptcy Code to ensure payment for any continuing or reinstated services.
21. This agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right which Consultant may have for the performance of services pursuant to this agreement. Client agrees to provide to Consultant the present name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.
22. If payment for Consultant's services is to be made on behalf of Client by a third-party lender, Client agrees that Consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services.
23. The Consultant shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the judgment of the Consultant, increase the Consultant's contractual or legal obligations or risk, or adversely affect the availability or cost of its professional or general liability insurance. Nor shall Consultant be required to sign any documents, requested by any party, including Client, that would result in the Consultant's having to certify, guarantee, warrant or state the existence of conditions whose existence the Consultant cannot ascertain. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any money due to the Consultant, in any way contingent upon the Consultant's signing any such certification, guarantee, warranty or statement.

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24. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this agreement may be suspended or terminated. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination. If Consultant elects to suspend or terminate Consultant's services pursuant to this provision, Consultant is entitled to reasonable suspension or termination costs or expenses.
25. Client agrees that all billings from Consultant to Client are correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing.
26. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one-half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing.
27. If Consultant, pursuant to this agreement, produces plans, specifications, or other documents and/or performs field services, and such plans, specifications, or other documents and/or field services are required by any governmental agency, and such governmental agency changes its ordinances, codes, policies, procedures or requirements after the date of this agreement, any additional office or field services thereby required shall be paid for by Client as extra services in accordance with paragraph 29.
28. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or increase in the cost of living, during the lifetime of this agreement, a percentage increase shall be applied to all remaining fees and charges to reflect the increased costs.
29. Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this agreement.
30. In the event that any staking or record monuments are destroyed, damaged or disturbed by an act of God or parties other than Consultant, the cost of restaking shall be paid for by Client as extra services in accordance with paragraph 29.
31. Client acknowledges that the design services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. Such clarifications, adjustments, modifications and other changes shall be paid for by Client as extra services in accordance with paragraph 29.
32. Client shall pay the costs of all checking and inspection fees, zoning and annexation application fees, assessment fees, soils or geotechnical engineering fees, soils or geotechnical testing fees, aerial topography fees, and all other fees, permits, bond premiums, applicable taxes on professional services, title company charges, blueprints and reproductions, and all other similar charges not specifically covered by the terms of this agreement.
33. Client acknowledges and agrees that if Consultant provides surveying services, which services require the filing of a Record of Survey in accordance with Business and Professions Code section 8762, or a Corner Record pursuant to Business and Professions Code section 8773, all of the costs of preparation, examination and filing for the Record of Survey or Corner Record will be paid by Client as extra services in accordance with paragraph 29.
34. Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, power failures, accidents or equipment malfunctions, acts of God, failure of Client to furnish timely information or approve or

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disapprove of Consultant's services or instruments of service promptly, faulty performance by Client or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant shall not be responsible for damages nor shall Consultant be deemed to be in default of this agreement. Further, when such delays occur, Client agrees that, to the extent such delays cause Consultant to perform extra services, such services shall be paid for by Client as extra services in accordance with paragraph 29.

35. Notwithstanding any other provision of this Agreement, and to the extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other incidental, indirect or consequential damage that either party may have incurred from any cause or action.
36. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.
37. If the scope of services requires Consultant to estimate quantities, such estimates are made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, such estimates are only estimates and shall not constitute representations, warranties or guarantees of the quantities of the subject of the estimate. If the scope of services requires Consultant to provide its opinion of probable construction costs, such opinion is to be made on the basis of Consultant's experience and qualifications and represents Consultant's best judgment as to the probable construction costs. However, since Consultant has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, such opinions of probable construction costs do not constitute representations, warranties or guarantees of the accuracy of such opinions, as compared to bid or actual costs.
38. Estimates of land areas provided under this agreement are not intended to be, nor should they be considered to be, precise. The estimate will be performed pursuant to generally accepted standards of professional practice in effect at the time of performance.
39. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
40. Consultant makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance.
41. In the event (1) Client agrees to, authorizes, or permits changes in the plans, specifications, documents, or electronic files prepared by Consultant, which changes are not consented to in writing by Consultant, or (2) Client agrees to, authorizes or permits construction of unauthorized changes in the plans, specifications, documents, or electronic files prepared by Consultant, which changes are not consented to in writing by Consultant, or (3) Client does not follow recommendations prepared by Consultant pursuant to this agreement, which changed recommendations are not consented to in writing by Consultant: Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant and Client agrees to release Consultant from all liability arising from the use of such changes, and further agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from the unauthorized changes.

Client Initials	Consultant Initials DS HL
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42. Client agrees that in accordance with generally accepted construction practices, the construction contractor and construction subcontractors will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or his or her employees or subconsultants at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law.
43. Client agrees to require its contractor and subcontractors to review the plans, specifications and documents prepared by Consultant prior to the commencement of construction-phase work. If the contractor and/or subcontractors determine there are deficiencies, conflicts, errors, omissions, code violations, improper uses of materials, or other deficiencies in the plans, specifications and documents prepared by Consultant, contractors and subcontractors shall notify Client so those deficiencies may be corrected by Consultant prior to the commencement of construction-phase work.
44. If during the construction phase of the project Client discovers or becomes aware of changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant, Client agrees to notify Consultant and retain Consultant to prepare the necessary changes or modifications before construction activities proceed. Further, Client agrees to require a provision in its construction contracts for the project which requires the contractor to promptly notify Client of any changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph. Any extra work performed by Consultant pursuant to this paragraph shall be paid for as extra services pursuant to paragraph 29.
45. Client agrees to purchase and maintain, or cause Contractor to purchase and maintain, during the course of construction, builder's risk "all risk" insurance which will name Consultant as an additional named insured as its interest may appear.
46. Client acknowledges that Consultant's scope of services for this project does not include any services related in any way to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, suspend or terminate work on the project until such time as Client retains a qualified contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials.
47. Client hereby agrees to bring no cause of action on any basis whatsoever against Consultant, its officers and directors, principals, employees and subconsultants if such claim or cause of action in any way would involve Consultant's services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or any hazardous or toxic materials. Client further agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and subconsultants from any asbestos and/or hazardous or toxic material related claims that may be brought by third parties as a result of the services provided by Consultant pursuant to this agreement, except claims caused by the sole negligence or willful misconduct of Consultant.
48. Client agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and subconsultants from and against all claims, losses, damages and cost caused by, arising out of, or relating to, the presence of any fungus, mildew, mold or resulting allergens, provided that such claim, loss, damage or cost is not due to the sole negligence or willful misconduct of Consultant.

Client Initials	Consultant Initials DS HL
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49. In the event of any litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, experts' fees and other related expenses.
50. Client agrees that in the event Consultant institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which Consultant's place of business is located, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.
51. (a) Except as provided in subdivisions (b) and (c), in an effort to resolve any conflicts that arise during the design or construction of the project or following completion of the project, Client and Consultant agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.
- Client and Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.
- (b) Subdivision (a) shall not preclude or limit Consultant's right to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.
- (c) Subdivision (a) shall not preclude or limit Consultant's right to record, perfect or enforce applicable mechanic's lien or stop notice remedies.
52. Client agrees to limit the liability of Consultant, its principals, employees and subconsultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract, or strict liability, to the sum of \$45,000 or Consultant's fee, whichever is greater. Client and Consultant acknowledge that this provision was expressly negotiated and agreed upon.

Space below is provided for additional provisions as agreed upon by both the client and the Consultant.



ENGINEERING FEE SCHEDULE WITH PREVAILING WAGE RATES

1. Listed herein are prices for the engineering services frequently performed by RSA+. Prices for services not listed will be given upon request.
2. Materials and expenses (subcontracts, fees, meals, travel expenses, etc.) are invoiced at cost plus 15%. Printing and plotting costs (for up to 50 sheets) will be billed per schedule below.
 - a. CADD plot \$10.00 per plot
 - b. Large-format copies, B&W \$ 4.00 per sheet
 - c. Small-format copies, B&W \$ 0.15 per page
 - d. Small-format copies, Color \$ 0.75 per page
3. Invoices will be submitted as agreed and are due upon receipt. Unpaid bills will be considered past due after 30 days from invoice date and will be subject to a late payment charge at the rate of 1½ percent per month, subject to a minimum charge of \$15.00 per month.
4. A monthly fee of \$200.00 will be charged for special handling or processing not conforming to RSA+'s standard invoicing format. Special handling includes the preparation of bank vouchers, lien releases, and invoicing with non-RSA+ standard task organizations.
5. A 3% convenience fee will be charged for each credit card transaction processed.
6. This Fee Schedule is applicable until December 31, 2023, and is limited to that date in any contract of which it is a part. Fees are subject to change January 1, 2024.
7. Travel time is charged at standard billing rates.
8. Tasks involved with or requiring overtime, Code Violation Resolution, Stormwater Exceedance Compliance Assistance, Depositions, Hearings or Court Appearances are charged at 1.5 times at standard billing rates.

PREVAILING WAGE PERSONNEL RATES

Administrative Coordinator	\$100 per hour	Licensed Land Surveyor	\$215 per hour
Assistant Engineer	\$165 per hour	Principal	\$245 per hour
Design Engineer	\$180 per hour	Project Engineer	\$190 per hour
Draftsperson	\$130 per hour	Project Manager	\$220 per hour
Engineering Aide	\$100 per hour	Prevailing Wage Survey Crew (2 Man)	\$365 per hour
Engineering / Survey Technician	\$160 per hour	Prevailing Wage QSP Stormwater Sampling Technician	\$185 per hour
Lead Engineer	\$200 per hour	Prevailing Wage Additional Field Personnel	\$155 per hour

Expires 12/31/2023

Survey Exhibit

Lucchesi Park, Petaluma
2.8± Acres



PROFESSIONAL SERVICES AGREEMENT**Skate Park Design and Site Analysis**

(Title of Project)

FY 22/23 Fund # 3140 Cost Center 31400 Object Code 54140 Project # C14402215 Amount \$87,560.00

For multi-year contracts or contracts with multiple accounts:

FY _____	Fund # _____	Cost Center _____	Object Code _____	Project # _____	Amount \$ _____
FY _____	Fund # _____	Cost Center _____	Object Code _____	Project # _____	Amount \$ _____
FY _____	Fund # _____	Cost Center _____	Object Code _____	Project # _____	Amount \$ _____
FY _____	Fund # _____	Cost Center _____	Object Code _____	Project # _____	Amount \$ _____
FY _____	Fund # _____	Cost Center _____	Object Code _____	Project # _____	Amount \$ _____

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into and effective as of December 27, 2022 ("Effective Date"), by and between the City of Petaluma, a
(city use only)

municipal corporation and a charter city ("City") and Grindline Skateparks, Inc., a Engineering Design Consultant ("Contractor") (collectively, the "Parties").

WHEREAS, the Parties enter into this Agreement for the purpose of Contractor providing professional services to City under the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **Services.** Contractor shall provide the services as described in and in accordance with the schedule set forth in Exhibit "A" attached hereto and incorporated herein ("Services"). Except as otherwise expressly provided in this Agreement, this Agreement does not authorize the Contractor to perform any services in addition to those specified in Exhibit A. The City has no obligation to award any additional Services to the Contractor. Any additional Services awarded to the Contractor pursuant to this Agreement will be in the sole discretion of authorized representatives of the City and shall be added to Exhibit A in accordance with Section 25, Amendment, of this Agreement.
2. **Compensation; Business Tax Certificate.**
 - A. For the full performance of the Services as described herein, City shall compensate Contractor in accordance with the rates specified in Exhibit A.
 - B. Contractor shall submit detailed monthly invoices reflecting all services performed during the preceding month and including a revised schedule for performance and additional documentation requested by City, as applicable.
 - C. Contractor shall be compensated for services in addition to those described in Exhibit A, only if Contractor and City execute a written amendment to this Agreement describing the additional services to be performed and the compensation to be paid for such services. In no case shall the total compensation under this Agreement exceed \$87,560.00 without prior written authorization of the City Manager. Further, no compensation for a section or work program component attached with a specific budget shall be exceeded without prior written authorization of the City Manager.

- D. Notwithstanding any provision herein, Contractor shall not be paid any compensation until such time as Contractor has on file with the City Finance Department a current W-9 form available from the IRS website (www.irs.gov) and has obtained a currently valid Petaluma business tax certificate.
- E. City's obligation to pay compensation to Contractor as provided herein is contingent upon Contractor's performance of the Services pursuant to the terms and conditions of this Agreement and any amendments thereto.
3. **Term.** The term of this Agreement commences on the Effective Date, and terminates on December 31, 2023, unless sooner terminated in accordance with Section 4. Upon termination, any and all of City's documents or materials provided to Contractor and any and all of the documents or materials prepared for City or relating to the performance of the Services, shall be delivered to the City as soon as possible, but not later than fourteen (14) days after termination of the Agreement.
4. **Termination.** City may terminate this Agreement without cause upon ten (10) days' written notice. City may immediately terminate or suspend this Agreement for cause. Cause for immediate termination or suspension shall include, but not be limited to, any breach of this Agreement by Contractor or Contractor's bankruptcy or insolvency. Upon receipt of notice of termination or suspension for cause, Contractor shall immediately stop all work in progress under this Agreement. In the event of early termination of this Agreement by City, Contractor shall be entitled to payment for all Services performed to the date of termination to the extent such Services were performed to the satisfaction of City in accordance with the terms and conditions of this Agreement. If City terminates this Agreement for cause, Contractor shall be liable to City for any excess cost City incurs for completion of the Services.
5. **Contractor's Representation; Independent Contractor.** Contractor represents that Contractor possesses distinct professional skills in performing the Services. City has relied upon said representation as a material inducement to enter into this Agreement. Contractor shall, therefore, provide properly skilled professional and technical personnel to perform all Services under this Agreement. It is expressly understood that Contractor and its agents and employees, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of City. This Agreement shall not be construed as an agreement for employment.
6. **Facilities and Equipment.** Contractor shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing Services pursuant to this Agreement. City shall furnish to Contractor no facilities or equipment, unless the City otherwise agrees in writing to provide the same.
7. **Licenses, Permits, Etc.** Contractor shall, at Contractor's sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits or other such approvals which are legally required for performing the Services.
8. **Time.** Contractor shall devote such time to the performance of the Services as may be reasonably necessary for satisfactory performance of Contractor's obligations pursuant to this Agreement.

9. **Inspection.** Contractor shall provide the City every reasonable opportunity to ascertain that the Services are being performed in accordance with the requirements and intentions of this Agreement. All work done and materials furnished, if any, shall be subject to inspection and approval by the City. The inspection of such work shall not relieve Contractor of any of its obligations pursuant to this Agreement.
10. **Progress Reports.** Upon the City's request, Contractor shall provide, in a form acceptable to City, written progress reports of all oral and written observations, opinions, recommendations, analyses, progress and conclusions related to Contractor's performance of the Services.
11. **Confidentiality.** In the course of Contractor's employment, Contractor may have access to trade secrets and confidential information, disclosure of which is protected or limited by law. Contractor shall not directly or indirectly disclose or use any such confidential information, except as required for the performance of the Services.
12. **Conflict of Interest.**
 - A. Contractor represents that it presently has no interest, and covenants that it shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services hereunder. Contractor further covenants that, in the performance of this Agreement, it shall not employ any subcontractor or person having such a conflict of interest. Contractor represents that no one who has or will have any financial interest under the Agreement is an officer or employee of City. If such conflict of interest arises during this Agreement or any extension, Contractor will immediately advise City and City may, at its sole discretion, immediately terminate this Agreement. Certain Contractors are subject to the requirements, including the disclosure and reporting requirements, of the City's Conflict of Interest Code adopted pursuant to the Political Reform Act. Such Contractors subject to the City's Conflict of Interest Code include those whose work may involve: making government decisions regarding approval or adoption of rates, rules, or regulations, action on permits or other applications, authorization to enter into or modify contracts, or approval of plans, designs, reports, or studies. Contractor agrees to comply fully with all such requirements to the extent they apply to Contractor's performance of the Services.
 - B. Certain contractors, in addition to being subject to the City's Conflict of Interest Code, may be subject to other conflict of interest prohibitions, including those in the Political Reform Act, Government Code Section 81000 and following, and Section 1090 and following of the Government Code. The Political Reform Act prohibits public officials, employees and certain contractors from participating in making governmental decisions that the official, employee or consultant knows or has reason to know will result in a material financial effect on their economic interests. Government Code Section 1090 and following prohibits government officials, employees, and certain contractors from participating in making government contracts in which the official, employee or contractor has a financial interest. As a result of the financial interest City contractors have in their City contracts, the Section 1090 prohibition regarding City contractors focuses on whether a contractor is or would be "making a government contract" in a quasi-governmental capacity for purposes of Section 1090. Section 1090

- prohibits City contractors from using their role as a contractor to influence how the City spends the public's funds in a way that benefits the contractor. As a result, Section 1090 may in certain circumstances prohibit the Contractor from responding to solicitations for, or being awarded, subsequent contracts that result from or relate to the Services performed pursuant to this Agreement. . Penalties for violating Section 1090 are severe, and may include felony criminal penalties, permanent disqualification from holding public office in California, disgorgement of any benefit received by the financially interested contractor, civil and administrative penalties, and voiding of the prohibited contract.
13. **Contractor No Agent.** Except as the City may otherwise expressly specify in writing, the Contractor shall have no authority, express or implied, to act or transact on behalf of City in any capacity whatsoever, including advising or representing the City concerning City public contracts as an agent of the City. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
 14. **Standard of Performance.** Contractor shall perform all the Services in a manner consistent with the standards of Contractor's profession. All instruments of service of whatsoever nature, which Contractor delivers to City pursuant to this Agreement, shall be prepared in a substantial, workmanlike manner and conform to the standards of Contractor's profession. All such instruments of service shall become the sole and exclusive property of City upon delivery of the same.
 15. **Assignment/Transfer.** No assignment or transfer in whole or in part of this Agreement shall be made without the prior written consent of City.
 16. **Subcontractors.** Contractor shall directly perform all Services, and shall not subcontract any portion of performance of the Services without the prior written consent of City. Any such subcontractors shall be required to comply, to the full extent applicable, with the terms and conditions of this Agreement, including but not limited to, procuring and maintaining insurance coverage as required herein and which shall name City as an additional insured.
 17. **Compliance With All Laws.** Contractor shall fully comply with all applicable local, state and federal rules, laws, regulations and ordinances pertaining to the performance of the Services required hereunder, including but not limited to, the California Building Standards Code as in effect in the City, the Americans with Disabilities Act, and any laws and regulations related to any copyright, patent, trademark or other intellectual property right involved in performance of the Services. Contractor'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. To the extent that any other government agency or entity provides compensation for any Services, Contractor shall comply with all rules and regulations applicable to such fiscal assistance.
 18. **Prevailing Wages.** This Agreement is subject to the requirements of the California Prevailing Wage Law, California Labor Code Section 1720 et seq., and the Services as described in Exhibit A will be performed in accordance with all applicable requirements of the California Prevailing Wage Law, including, but not limited to, all applicable requirements contained in Exhibit D, which is attached to and made a part of this Agreement.

19. **Living Wage Ordinance.** Without limiting the foregoing Section 17, Contractor shall comply fully with all applicable requirements of Petaluma Municipal Code, Chapter 8.36, Living Wage (the “Living Wage Ordinance”), as the same may be amended from time to time. Upon the City’s request Contractor shall promptly provide to the City documents and information verifying Contractor’s compliance with the requirements of the Living Wage Ordinance, and shall within fifteen (15) calendar days of the Effective Date of this Agreement, notify each of its affected employees as to the amount of wages and time off that are required to be provided to them pursuant to the Living Wage Ordinance. The Acknowledgement and Certification Pursuant to City of Petaluma Living Wage Ordinance, attached to this Agreement at Exhibit C, shall be a part of this Agreement for all purposes, and Contractors that are subject to Living Wage Ordinance requirements, as determined by the City, must provide a properly completed Exhibit C in accordance with the requirements of the Living Wage Ordinance. Contractor’s noncompliance with the applicable requirements of the Living Wage Ordinance shall constitute cause for City’s termination of this Agreement pursuant to Section 4 hereof.
20. **Discrimination.** During the performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, gender, sexual orientation, age or physical or mental disability in violation of any applicable law.
21. **Notice.** Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Party in accordance with this Section. All such notices shall be sent by:
- (i) personal delivery, in which case notice is effective upon delivery;
 - (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
 - (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender’s account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or
 - (iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient’s time or on a nonbusiness day.

City:

City Clerk
 City of Petaluma
 Post Office Box 61
 Petaluma, California 94953
 Phone: (707) 778-4360
 Fax: (707) 778-4554
 Email: cityclerk@ci.petaluma.ca.us

And:

George Howard
City of Petaluma, Public Works & Utilities
202 N. McDowell Blvd.
Petaluma, CA 94954
Phone: (707) 776-3776
Fax: N/A
Email: ghoward@cityofpetluma.org

Contractor: Matt Fluegge
Chief Executive Officer
Grindline Skateparks, Inc.
4619 14th Ave SW, Seattle, WA 98106
Phone: 206-612-3401
Fax: N/A
Email: matt@grindline.com

22. **Ownership of Documents.** All original papers, documents or computer material on disk or microfilm, and copies thereof, produced as a result of this Agreement, shall be the property of City and may not be used by Contractor without the written consent of City. Copies of such documents or papers shall not be disclosed to others without the written consent of the City Manager or his or her designated representative. Notwithstanding this provision or any other provision in this Agreement to the contrary, the City and the Contractor shall each own all right, title and interest in and to any intellectual property authored by or on behalf of the City or the Contractor related to the Services. The City shall have an irrevocable, royalty-free, world-wide, fully-paid-up, non-exclusive license to use and authorize others to use any intellectual property of the Contractor included in the work products produced as part of the performance of the Services pursuant to this Agreement.
23. **Indemnification.** A. With respect to commercial general liability, to the maximum extent permitted by law, Contractor 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, employees, agents and volunteers (“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, whether actual, alleged or threatened, arising out of or in connection with the Contractor’s performance of the Services or Contractor’s failure to comply with any of the terms of this Agreement, regardless of any fault or alleged fault of the Indemnitees.
- B. With respect to professional liability, notwithstanding the foregoing or any other provision in this Agreement, to the maximum extent permitted by law, Contractor shall indemnify defend and hold harmless the Indemnitees from Liability arising out of or in connection with the negligence, recklessness, or willful misconduct of Contractor.
- C. The Contractor must respond within 30 calendar days to any tender of defense and indemnity by the City unless the time for responding has been extended by an authorized representative of the City in writing. If the Contractor fails to accept tender of defense and indemnity within 30 calendar days regarding a matter subject to tender pursuant to this Agreement, in addition any other remedies authorized by law, so much of the money due or

that may become due the Contractor 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 Contractor accepts the tender, whichever occurs first. In the event that the City must file responsive documents in a matter tendered to Contractor prior to Contractor's acceptance of tender, where such matter is subject to tender pursuant to this Agreement, Contractor agrees to fully reimburse all costs, including but not limited to attorney's fees and costs and fees of litigation, incurred by the City in filing such responsive documents.

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

E. Notwithstanding the foregoing, to the extent that the Services include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Contractor's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

24. **Insurance.** Contractor shall comply with the "Insurance Requirements for Contractors" in Exhibit B, attached hereto and incorporated herein by reference.

City reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. City's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or City's failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

25. **Amendment.** This Agreement may be amended only by a written instrument executed by both Parties.

26. **Litigation.** If litigation ensues which pertains to the subject matter of Contractor's services hereunder, Contractor, upon request from City, agrees to testify therein at a reasonable and customary fee.

27. **Construction.** This Agreement is the product of negotiation and compromise on the part of both Parties and that the Parties agree that, notwithstanding Civil Code section 1654, any uncertainty in the Agreement shall not be construed against the drafter of the Agreement.

28. **Governing Law; Venue.** This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Petaluma. Any action arising from or brought in connection with this Agreement shall be venued in a court of competent jurisdiction in the County of Sonoma, State of California.

29. **Non-Waiver.** The City's failure to enforce any provision of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.

30. **Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
31. **No Third Party Beneficiaries.** The Parties do not intend to create, and nothing in this Agreement shall be construed to create any benefit or right in any third party.
32. **Mediation.** The Parties agree to make a good faith attempt to resolve any dispute arising out of this Agreement through mediation prior to commencing litigation. The Parties shall mutually agree upon the mediator and shall divide the costs of mediation equally.
33. **Contractor's Books and Records.**
- A. Contractor shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the City for a minimum period of three (3) years or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement.
 - B. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years or for any longer period required by law, from the date of termination or completion of this Agreement.
 - C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at Petaluma City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.
 - D. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in Petaluma City Hall. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor in interest.
34. **Headings.** The headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of any provisions herein.
35. **Survival.** All obligations arising prior to the termination or expiration of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination or expiration of this Agreement.
36. **Entire Agreement.** This Agreement, including the exhibits attached hereto and incorporated herein, constitutes the entire agreement between the Parties with respect to

the Services, and supersedes all prior agreements or understandings, oral or written, between the Parties in this regard.

IN WITNESS WHEREOF, the parties hereto have executed this document the day, month and year first above written.

CITY OF PETALUMA

DocuSigned by:

03099C70B34748C...
City Manager

ATTEST:

DocuSigned by:

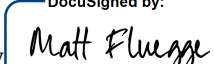
1840394129E4492...
City Clerk

APPROVED AS TO FORM:

DocuSigned By:

25884C556ED25412...
City Attorney

CONTRACTOR

DocuSigned by:

By Matt Fluegge
F5DCD394CD29479...
Name
Chief Executive Officer

Title

4619 14th Ave SW

Address

Seattle WA 98106

City State Zip
75-3041527

Taxpayer I.D. Number

Petaluma Business Tax Certificate Number

Scope of Services

1. Project Award/Contract : Once the project is awarded, Grindline, and the Client will begin coordination to execute the contract.
2. Prepare Community Outreach Strategy & Material (Flyer & Online Survey): Grindline's team will produce promotional material for the Community Meeting #1. This will include a flyer (in both printable and social media formats), online survey, a Facebook page, and a presentation for the meeting.
3. Site Visits: Grindline and Client will do a site visit of the 4 identified sites (the existing skatepark site, plus 3 additional sites) to review the existing conditions of the proposed site and explore opportunities and constraints of the site. Items such as Vehicular/Pedestrian Circulation, Utility Integration, Required/Desired Amenities, and Permitting Requirements will be discussed and solutions proposed for identified items. We will review any available site documentation such as record drawings, existing conditions surveys, soils reports. and all other planning and policy documents pertaining to the Project.
4. Community Outreach Period: Using the flyers survey created, both Grindline and the Client will collect data to find out the needs and wants of the community and the City. This time will also be used to build excitement and awareness for the in-person community meetings.
5. Project Kick Off Meeting (In Person): Grindline, Client, and other project stakeholders will meet to review current information for the Skatepark project and discuss the objectives for the planned park elements. A communication plan will be made to identify preferred communication methods. Key meetings and deliverables will be scheduled and areas requiring coordination such as site meetings and exchange/review of documents will be identified.
6. Community Meeting #1 (In Person): Introduction of Grindline to the public and general explanation to the project priorities, our design philosophy, the design process, and some project examples. Using public outreach and engaging the community at this meeting, Grindline will obtain feedback from the community which will be used for preparation of preliminary design concepts.
7. Team Meeting (Virtual): Grindline and Client will meet to review information collected at Kick Off and Site Visits for the 4 potential sites that will address the strengths and weaknesses of each site as well as highlighting issues impacting cost assumptions. Any information relevant to the preparation of the draft Feasibility Report shall also be discussed, as well as input form the community meeting.
8. Feasibility Study: A feasibility study will be completed to assess potential new locations for a additional skate terrain. Grindline will prepare the feasibility study report using the SWOT (Strength, Weakness, Opportunity, Threat) analysis approach for each site. The report will include recommendations based on our analysis of which site(s) is(are) most suitable for a skatepark facility.
9. Preliminary Conceptual Design: 3 conceptual designs will be created based on the feedback from both the community and City in the first round a meetings. All of the data and ideas will be compiled by Grindline into designs that answer to the requests of the public and Client.
10. Present Preliminary Design Concepts (3) to City Staff: Grindline meets with the City Staff virtually to show the conceptual designs.
11. Concept Revision per Staff Comments: Based off feedback from the City Staff, Grindline will make changes to the designs to produce a more cohesive product to present to the community.
12. Community Meeting #2 (In Person): Grindline will present community feedback, a summary of feasibility study, as well as presentation of preliminary designs.
13. Team Meeting #2 (Virtual): Grindline and Client will meet to discuss the feedback received in the community the second meeting.
14. Refine Preliminary Conceptual Designs: Grindline will further refine the conceptual designs to answer the requests and feedback from the Team Meeting and Community Meeting input.
15. Community Meeting #3 (In Person): Grindline will present the updated design to the community.

■ **SCOPE OF SERVICES**

16. Team Meeting #3 (Virtual): Grindline and Client will meet to discuss the feedback received in the community meeting.
17. Finalize Conceptual Design: Grindline will take the preferred concept and finalize the design using all the input from all aspects of the project to produce a world class skatepark design.
18. Community Meeting #4 (In Person): Grindline will present the final preferred design.
20. Team Meeting #4 (Virtual): Grindline and Client will meet to discuss the feedback received in the community meeting, and discuss how best to move the project forward into the next phases.

GRINDLINE

SKATEPARKS

Petaluma Skateparks Site Evaluations/ Conceptual Design Fee Proposal

Item	Labor	Quantity	Unit	Rate	Cost	Totals
Project Startup, Site Visits (4 locations), 1st Community Meeting						
Kick-Off Meetings (in person)						
	Principal	16	hrs	\$165.00	\$2,640.00	\$5,375.00
	Lead Design	0	hrs	\$145.00	\$0.00	
	Design Associate	4	hrs	\$90.00	\$360.00	
	Expenses	1	ls	\$1,755.00	\$1,755.00	
Team Meeting #1 (virtual)						
	Principal	2	hrs	\$165.00	\$330.00	
	Lead Design	2	hrs	\$145.00	\$290.00	
	Design Associate	0	hrs	\$90.00	\$0.00	
	Expenses	0	ls	\$0.00	\$0.00	
Community Outreach Material Coordination and Preparation						
	Principal	2	hrs	\$165.00	\$330.00	\$1,050.00
	Lead Design	0	hrs	\$145.00	\$0.00	
	Design Associate	8	hrs	\$90.00	\$720.00	
	Expenses	0	ls		\$0.00	
Site Feasibility Report						
	Principal	60	hrs	\$165.00	\$9,900.00	\$17,700.00
	Lead Design	24	hrs	\$145.00	\$3,480.00	
	Design Associate	48	hrs	\$90.00	\$4,320.00	
	Expenses	1	ls		\$0.00	
Preliminary Design Development (for 3 concepts)						
						\$39,420.00
Present Preliminary Concepts to City Staff (virtual)						
	Principal	1	hrs	\$165.00	\$165.00	
	Lead Design	1	hrs	\$145.00	\$145.00	
	Design Associate	0	hrs	\$90.00	\$0.00	



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■ PROPOSED FEE

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S K A T E P A R K S

Expenses	1	ls	\$0.00	\$0.00
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Community Meeting #2 (in person)

Principal	12	hrs	\$165.00	\$1,980.00
Lead Design	0	hrs	\$145.00	\$0.00
Design Associate	2	hrs	\$90.00	\$180.00
Expenses	1	ls	\$1,755.00	\$1,755.00

Team Meeting #2 (virtual)

Principal	1	hrs	\$165.00	\$165.00
Lead Design	1	hrs	\$145.00	\$145.00
Design Associate	0	hrs	\$90.00	\$0.00
Expenses	1	ls	\$0.00	\$0.00

Community Meeting #3 (in person)

Principal	12	hrs	\$165.00	\$1,980.00
Lead Design	0	hrs	\$145.00	\$0.00
Design Associate	2	hrs	\$90.00	\$180.00
Expenses	1	ls	\$1,755.00	\$1,755.00

Team Meeting #3 (virtual)

Principal	1	hrs	\$165.00	\$165.00
Lead Design	1	hrs	\$145.00	\$145.00
Design Associate	0	hrs	\$90.00	\$0.00
Expenses	1	ls	\$0.00	\$0.00

Concept 1 (includes revisions)

Principal	4	hrs	\$165.00	\$660.00
Lead Design	60	hrs	\$145.00	\$8,700.00
Design Associate	12	hrs	\$90.00	\$1,080.00
Subconsultant	0	hrs	\$0.00	\$0.00
Expenses	1	ls	\$0.00	\$0.00

Concept 2 (includes revisions)

Principal	2	hrs	\$165.00	\$330.00
Lead Design	60	hrs	\$145.00	\$8,700.00
Design Associate	12	hrs	\$90.00	\$1,080.00
Subconsultant	0	hrs	\$0.00	\$0.00



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S K A T E P A R K S

Expenses	1	ls		\$0.00
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Concept 3 (includes revisions)

Principal	2	hrs	\$165.00	\$330.00
Lead Design	60	hrs	\$145.00	\$8,700.00
Design Associate	12	hrs	\$90.00	\$1,080.00
Subconsultant	0	hrs	\$0.00	\$0.00

Final Conceptual Design

Principal	4	hrs	\$165.00	\$660.00	\$24,015.00
Lead Design	120	hrs	\$145.00	\$17,400.00	
Design Associate	4	hrs	\$90.00	\$360.00	
Expenses	1	ls	\$0.00	\$0.00	

Community Meeting #3 (in person)

Principal	12	hrs	\$165.00	\$1,980.00
Lead Design	0	hrs	\$145.00	\$0.00
Design Associate	2	hrs	\$90.00	\$180.00
Expenses	1	ls	\$1,755.00	\$1,755.00

Team Meeting #3 (virtual)

Principal	1	hrs	\$165.00	\$165.00
Lead Design	1	hrs	\$145.00	\$145.00
Design Associate	0	hrs	\$90.00	\$0.00
Expenses	1	ls	\$0.00	\$0.00

Total Services
\$87,560.00


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2

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CONCRETE SKATEPARK DESIGN & CONSTRUCTION

Petaluma Skatepark Petaluma, CA

PROPOSED SCHEDULE

ID	Task Name	Duration	Start	Finish	Oct 16, '22	Nov 13, '22	Dec 11, '22	Jan 8, '23	Feb 5, '23	Mar 5, '23	Apr
					S	T	M	F	T	S	T
1	Project Duration	114 days	Tue 10/18/22	Fri 3/24/23							
2	Award	1 day	Tue 10/18/22	Tue 10/18/22	10/18						
3	Start Up Coordination/Execute Contract	17 days	Wed 10/19/22	Thu 11/10/22							
4	Prepare Community Outreach Strategy & Material (Flyers/Online Survey)	8 days	Fri 11/11/22	Tue 11/22/22							
5	Community Outreach Period	10 days	Wed 11/23/22	Tue 12/6/22							
6	Project Kick Off Meeting	0.1 days	Wed 12/7/22	Wed 12/7/22							
7	Site Visits	0.8 days	Wed 12/7/22	Wed 12/7/22							
8	Community Meeting #1	0.1 days	Wed 12/7/22	Wed 12/7/22							
9	Team Meeting #1	1 day	Thu 12/8/22	Thu 12/8/22							
10	Compile Feasibility Study	30 days	Fri 12/9/22	Thu 1/19/23							
11	Submit Feasibility Study	1 day	Fri 1/20/23	Fri 1/20/23							
12	Preliminary Conceptual Design	30 days	Fri 12/9/22	Thu 1/19/23							
13	Present Preliminary Design Concepts (3) to City Staff	1 day	Fri 1/20/23	Fri 1/20/23							
14	Concept Revisions per Staff Comments	7 days	Mon 1/23/23	Tue 1/31/23							
15	Community Meeting #2	1 day	Wed 2/1/23	Wed 2/1/23							
16	Team Meeting #2	1 day	Thu 2/2/23	Thu 2/2/23							
17	Refine Preliminary Conceptual Designs	18 days	Fri 2/3/23	Tue 2/28/23							
18	Community Meeting #3	1 day	Wed 3/1/23	Wed 3/1/23							
19	Team Meeting #3	1 day	Thu 3/2/23	Thu 3/2/23							
20	Finalize Conceptual Design	14 days	Fri 3/3/23	Wed 3/22/23							
21	Community Meeting #4	1 day	Thu 3/23/23	Thu 3/23/23							
22	Team Meeting #4	1 day	Fri 3/24/23	Fri 3/24/23							
23	Final Design Accepted	0 days	Fri 3/24/23	Fri 3/24/23							3/24

Tue 10/4/22

Page 1

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EXHIBIT B

INSURANCE REQUIREMENTS

FOR ALL AGREEMENTS

Contractor's performance of the Services under this Agreement shall not commence until Contractor shall have obtained all insurance required under this paragraph and such insurance shall have been approved by the City Attorney as to form and the Risk Manager as to carrier and sufficiency. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Contractor shall procure and maintain for the duration of the contract all necessary insurance against claims now and in the future for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by the Contractor, the Contractor's agents, representatives, employees and subcontractors.

A. Required Minimum Scope of Insurance

- ☒ Coverage shall be at least as broad as:
Insurance Services Office Commercial General Liability coverage:
 - a. Personal injury;
 - b. Contractual liability.
- ☒ Insurance Services Office form covering Automobile Liability (any auto), if no company owned autos, non-owned and hired auto applies.
- ☒ Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- ☒ Professional Liability/Errors and Omissions
- ☐ Crime/Employee Blanket Fidelity Bond
- ☐ Property Insurance against all risks of loss to any tenant improvements or betterments.
- ☐ Pollution Liability Insurance
- ☐ Garage Liability
- ☐ Garagekeepers Insurance
- ☐ Technology Professional Liability Errors and Omissions Insurance (IT Consultant)/Cyber Liability
- ☐ Abuse or Molestation Liability Coverage

A.1 Required for All Contracts

- ☒ Policy Endorsements or Excerpts from the Policy Pursuant to Section D
- ☒ Copy of the Declarations and Policy Endorsements Page for the CGL Policy

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- ☒ General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- ☒ Products/Completed Operations: \$1,000,000 per occurrence/aggregate.
- ☒ Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- ☒ Employer's Liability: Bodily Injury by Accident - \$1,000,000 each accident.

Bodily Injury by Disease - \$1,000,000 policy limit.

Bodily Injury by Disease - \$1,000,000 each employee.

- ☒ Professional Liability/Errors and Omissions: \$1,000,000 per occurrence or claim. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.
 - ☐ Crime/Employee Blanket Fidelity Bond - \$1,000,000: Contractor, at its own cost and expense, must maintain a Crime/Employee Blanket Fidelity Bond in the amount of \$1,000,000 per employee covering dishonesty, forgery, alteration, theft, disappearance, destruction (inside or outside).
 - ☐ All Risk Property Insurance: Full replacement cost.
 - ☐ Pollution legal liability with limits no less than \$1,000,000 per occurrence or claim and \$2,000,000 policy aggregate. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.
 - ☐ Garage Liability: \$1,000,000 per occurrence.
 - ☐ Garagekeepers Insurance: \$1,000,000 per occurrence.
 - ☐ Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
1. The Policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of the Consultant. If not covered under the Consultant's liability policy, such "property" coverage of the City may be endorsed onto the Consultant's Cyber Liability as covered property as follows:
 2. **Cyber Liability coverage** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of the Consultant.
 3. The Insurance obligations under this agreement shall be the greater of 1) all the Insurance coverage and limits carried by or available to the Consultant; or 2) the minimum Insurance requirements shown in this Agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum Insurance requirements of this Agreement are sufficient to cover the indemnity or other obligations of the Consultant under this agreement.
- ☐ Abuse or Molestation Liability Coverage: \$1,000,000 per occurrence; \$2,000,000 aggregate.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. 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 (Contractor) or the City.

City reserves the right to review any and all of the required insurance policies, declaration pages, and/or endorsements, but has no obligation to do so. City's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or City's failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

D. Other Insurance Provisions

The required general liability and automobile policies are to contain, or be endorsed to contain the following provisions:

1. **Additional Insured:** The City, its officers, officials, employees, agents and volunteers are to be covered as Additional Insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.
2. **Primary and Non-Contributory:** For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
6. **Waiver of Subrogation:** Consultant agrees to waive subrogation rights for commercial general liability, automobile liability and worker's compensation against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with the Services to do likewise.
7. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirement and/or limits shall be available to the additional insured. Furthermore, the requirement 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.

8. 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 the City of Petaluma before the City of Petaluma's own insurance or self-insurance shall be called upon to protect it as a named insured.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

F. Verification of Coverage

NOTE: The City of Petaluma is now using an online insurance program, PINS Advantage. Once you have been awarded a contract with the City of Petaluma, you will receive an e-mail from PINS Advantage/City of Petaluma requesting that you forward the e-mail to your insurance agent(s). Consultant shall furnish the City with Certificate of Insurance along with Declarations and Endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before the Services commence.

EXHIBIT C

ACKNOWLEDGEMENT AND CERTIFICATION PURSUANT TO CITY OF PETALUMA LIVING WAGE ORDINANCE PETALUMA MUNICIPAL CODE CHAPTER 8.36

The City of Petaluma Living Wage Ordinance (“Ordinance”), Petaluma Municipal Code Chapter 8.36, applies to certain service contracts, leases, franchises and other agreements or funding mechanisms providing financial assistance (referred to hereafter as an “Agreement”) between the City of Petaluma (“City”) and/or the Petaluma Community Development Commission (“PCDC”) and contractors, lessees, franchisees, and/or recipients of City and/or PCDC funding or financial benefits (“covered entities”).

Pursuant to Petaluma Municipal Code Section 8.36.120, as part of any bid, application or proposal for any Agreement subject to the Ordinance, the covered entity shall:

- Acknowledge that the covered entity is aware of the Ordinance and intends to comply with its provisions.
- Complete the Report of Charges, Complaints, Citations and/or Findings contained in this Acknowledgement and Certification by providing information, including the date, subject matter and manner of resolution, if any, of all wage, hour, collective bargaining, workplace safety, environmental or consumer protection charges, complaints, citations, and/or findings of violation of law or regulation by any regulatory agency or court including but not limited to the California Department of Fair Employment and Housing, Division of Occupational Safety and Health (OSHA), California Department of Industrial Relations (Labor Commissioner), Environmental Protection Agency and/or National Labor Relations Board, which have been filed or presented to the covered entity within the ten years immediately prior to the bid, proposal, submission or request.

Pursuant to Petaluma Municipal Code Section 8.36.120, before the beginning of the term of any covered Agreement, or prior to the execution of said Agreement by the City or the PCDC, each covered entity shall certify that its employees are paid a living wage that is consistent with Petaluma Municipal Code Chapter 8.36.


By executing this Acknowledgement and Certification, the covered entity (i) acknowledges that it is aware of the Ordinance and intends to comply with its provisions, (ii) attests to the accuracy and completeness of information provided in the Report of Charges, Complaints, Citations and/or Findings contained herein, (iii) certifies that it pays its covered employees a Living Wage as defined in Petaluma Municipal Code Chapter 8.36 and (iv) attests that the person executing this Acknowledgement and Certification is authorized to bind the covered entity as to the matters covered in this Acknowledgment and Certification.

SO ACKNOWLEDGED and CERTIFIED:

Project or Contract I.D: C14402215

Grindline Skateparks, Inc. Date: 10/31/2022
(Print Name of Covered Entity/Business Capacity)

By Matt Fluegge
(Print Name)

/s/ 
(Signature)

Chief Executive Officer
Its (Title /Capacity of Authorized Signer)

**REPORT OF CHARGES, COMPLAINTS, CITATIONS AND/OR FINDINGS
PURSUANT TO PETALUMA MUNICIPAL CODE SECTION 8.36.120**

FOR EACH WAGE, HOUR, COLLECTIVE BARGAINING, WORKPLACE SAFETY, ENVIRONMENTAL OR CONSUMER PROTECTION CHARGE, COMPLAINT, CITATION, AND/OR FINDING OF VIOLATION OF LAW OR REGULATION BY ANY REGULATORY AGENCY OR COURT, INCLUDING BUT NOT LIMITED TO THE CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING, DIVISION OF OCCUPATIONAL SAFETY AND HEALTH (OSHA), CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (LABOR COMMISSIONER), ENVIRONMENTAL PROTECTION AGENCY AND/OR NATIONAL LABOR RELATIONS BOARD, WHICH:

- AFFECTS YOU AS A PROSPECTIVE CONTRACTOR, SUBCONTRACTOR, LESSEE, FRANCHISEE AND/OR PARTY TO ANY CITY OF PETALUMA AND/OR PETALUMA COMMUNITY DEVELOPMENT COMMISSION-FUNDED AGREEMENT OR BENEFIT SUBJECT TO PETALUMA MUNICIPAL CODE CHAPTER 8.36 (LIVING WAGE ORDINANCE), AND
- HAS BEEN FILED OR PRESENTED TO YOU WITHIN THE TEN YEARS IMMEDIATELY PRIOR TO THE BID, PROPOSAL, SUBMISSION OR REQUEST FOR WHICH THIS ACKNOWLEDGEMENT AND CERTIFICATION IS MADE.

PLEASE PROVIDE THE DATE, THE REGULATORY AGENCY OR COURT MAKING THE CHARGE COMPLAINT, CITATION OR FINDING, THE SUBJECT MATTER AND THE MANNER OF RESOLUTION, IF ANY, FOR EACH SUCH CHARGE COMPLAINT, CITATION OR FINDING.

IF NONE, PLEASE STATE "NONE": ^{NONE} _____

ATTACH ADDITIONAL PAGES IF NEEDED.

Date: _____

Regulatory Agency or Court: _____

Subject Matter: _____

Resolution, if any: _____

Expected resolution, if known: _____

PREVAILING WAGE EXHIBIT D

HOURS OF WORK:

- A. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Services shall constitute a legal day's work under this Agreement.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Services is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815; which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- C. The Consultant and its subconsultants shall forfeit as a penalty to the City \$25 for each worker employed in the performance of the Services for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

- A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the Services are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file with the City and shall be made available on request. The Consultant and subconsultants engaged in the performance of the Services shall pay no less than these rates to all persons engaged in performance of the Services.
- B. In accordance with Labor Code Section 1775, the Consultant and any subconsultants engaged in performance of the Services shall comply Labor Code Section 1775 which establishes a penalty of up to \$50 per day for each worker engaged in the performance of the Services that the Consultant or any subconsultant pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subconsultant in meeting applicable prevailing wage obligations, or the willful failure by the Consultant or subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subconsultant had knowledge of their obligations under the California Labor Code. The

Consultant or subconsultant shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subconsultant worker engaged in performance of the Services is not paid the general prevailing per diem wages by the subconsultant, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

1. The Agreement executed between the Consultant and the subconsultant for the performance of part of the Services shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subconsultant by periodic review of the subconsultant's certified payroll records.
 3. Upon becoming aware of a subconsultant's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subconsultant for performance of the Services.
 4. Prior to making final payment to the subconsultant, the Consultant shall obtain an affidavit signed under penalty of perjury from the subconsultant that the subconsultant has paid the specified general prevailing rate of per diem wages employees engaged in the performance of the Services and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Consultant and each subconsultant engaged in performance of the Services, shall keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the Services. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
1. The information contained in the payroll record is true and correct.
 2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any Services performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776. In addition, Consultant and sub-consultant shall be required to be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Consultant

and any sub-consultant shall submit certified payroll records to the Department of Industrial Relations Labor Commissioner online:

<https://apps.dir.ca.gov/ecpr/DAS/AltLogin>. Consultant is responsible for ensuring compliance with this section.

- D. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subconsultants engaged in performance of the Services, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- E. In case it becomes necessary for the Consultant or any subconsultant engaged in performance of the Services to employ on the Services any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Consultant shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to Services to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

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