

CITY OF STOCKTON
STANDARD AGREEMENT

Agreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and DesignWorkshop Inc. ("Contractor") to provide Strategic Planning Services as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:

Commences on: 12/22/2020 Terminates on: 11/30/2022

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: \$ 258,857

4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.

- (a) Exhibit A – Statement of Work
- (b) Exhibit B – Insurance
- (c) Exhibit C – General Terms & Conditions
- (d) Exhibit D – Professional Services Special Terms & Conditions
- (e) Exhibit E – Compensation Schedule
- (f) Exhibit F – Timeline
- (g) Exhibit G - Special Funding Terms & Conditions (If applicable check "Yes") YES

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

DesignWorkshop Inc.

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

[Handwritten Signature]

10/9/2020

Authorized Signature

Date

Steve Noll, Principal

Printed Name and Title of Person Signing

4825 J Street, Ste. 200, Sacramento Ca 95819

Address

CITY OF STOCKTON

[Handwritten Signature: H. Black]

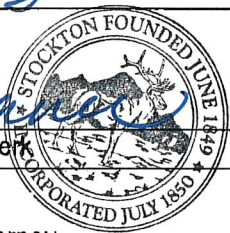
Harry Black, City Manager

[Handwritten Date: 12/22/20]

Date

ATTEST:

[Handwritten Signature: Eliza R. Garza]
Eliza R. Garza CMC, City Clerk



APPROVED AS TO FORM:
John M. Luebberke, City Attorney

BY:

[Handwritten Signature: Legistar 206794]

2020-11-17-1403 NP

EXHIBIT A

STATEMENT OF WORK

1. Project Objectives

To develop a strategic plan which will serve as the framework for future rehabilitation and development of Van Buskirk Golf Course property.

2. Project Scope

Contractor shall document existing conditions, engage the community, develop preliminary and preferred conceptual plans, prepare draft and final plans for review and adoption by elected officials, and conduct necessary natural resource assessments needed for permitting.

2.1 Kick-off Meeting

Contractor shall conduct a kick-off meeting with City to review project goals, scope, and schedule. The following items shall be addressed:

2.1.1 Define the roles and responsibilities of the Contractor's Design Team ("Design Team") and the City.

2.1.2 Identify project goals, critical success factors, discuss scope of work and finalize the schedule as needed based on information and feedback gathered during kick-off meeting.

2.1.3 Establish methods for communication, coordination and other administrative items with the project team and City project manager.

2.1.4 Collect existing documentation that is relevant to project and identify additional needs and develop methodology for collecting appropriate records/reports or data for the project.

2.1.5 Finalize the study area and identify any additional information relevant to the study area.

2.1.6 Discuss key elements of the community participation efforts.

2.2 Project Coordination Meetings

Contractor shall prepare for, facilitate, and meet with City throughout the project, including regular conference calls and in-person meetings at key project milestones.

2.2.1 Contractor shall be available for regular phone calls and face-to-face meetings with City staff on an as needed basis.

2.2.2 Contractor shall prepare and keep meeting notes detailing a summary of each meeting. Contractor shall email a copy of these notes to City.

2.3 Project Management

2.3.1 Contractor's Principal-in-Charge shall be involved in every aspect of this project.

2.3.2 Contractor shall plan for and monitor schedule performance.

2.3.3 Contractor shall monitor the project budget as well as the efficiency of the project. Contractors shall notify the City of any potential cost overruns or project delays as soon as reasonably possible.

2.3.4 Contractor shall provide a schedule of the entire consulting team at the outset of the project, monitor it on a weekly basis, and provide updates throughout the term of the Agreement.

2.3.5 Contractor shall be responsible for coordination of sub-consultants.

2.4 Data Collection & Site Assessment

Contractor shall research and review relevant plans, practices, policies, standards, and designs identified at the kick-off meeting. Relevant information from this review process shall be considered as background for the strategic plan. This may include, but is not limited to the following:

2.4.1 Evaluation of prior research goals that are consistent with current City strategic goals, targets, and priorities.

2.4.2 Prior plans published including the Golf Program White Paper and a Municipal Golf Course Opportunity Study.

2.4.3 City's General Plan

2.4.4 City's 2017 Master Bike Plan

2.4.5 Record or As-Built Drawings of the Golf Course's original construction.

2.4.6 Utility information: Cal Water, Stockton MUD (wastewater and stormwater).

- 2.4.7 Tree hazard assessments, as available.
- 2.4.8 Recovery Plans, Habitat Conservation Plans, Biological Opinions, and other relevant documents.
- 2.4.9 Cultural resource maps and assessments.
- 2.4.10 Flood zones, hydrological studies, and other geomorphological information.

2.5 Community Profile (Optional)

Upon request from the City, Contractor shall prepare a report that relates the demographics of adjacent neighborhoods in Stockton to relevant issues for parks, recreation, open space, and trails.

- 2.5.1 Distance from a park is a profoundly important number determining which sectors of a community are likely to easily, conveniently, or frequently use the park. As such, Contractor shall define the planning area and its neighborhoods based on concentric distance bands ranging from ¼ mile to a full mile.
- 2.5.2 Contractor shall collect data from the California Department of Finance, U.S. census and housing reports, CalEPA for the purpose of SB 535, Environmental Systems Research Institute (ESRI) business analyst, San Joaquin Council of Governments, and City and County planning documents.
- 2.5.3 Contractor shall analyze trends and spatial distribution of population growth, ethnic/racial make-up, age, family households, rent burden, income, and property values. The analysis shall focus on distinguishable neighborhoods and their socio-economic and cultural identity.
- 2.5.4 Contractor shall include a description of ecosystem services that are provided by the Natural Capital of each neighborhood (e.g., urban parks, playgrounds, green belts, wetlands, ponds, and other natural areas.
- 2.5.5 Contractor shall create information graphics to communicate the key findings from this data that will be expressed in the strategic

2.6 Base Mapping

Contractor shall prepare the necessary base maps that will be used throughout the planning process. The maps shall identify property ownership, natural features and existing structures, existing trails and public spaces, wet and dry infrastructure.

2.6.1 Contractor shall include additional geospatial data on vegetation, special status species, soils, and hydrology where available.

2.7 Site Reconnaissance

Contractor shall conduct a field review and inventory of the existing conditions in the project area. Field investigations shall be documented using field notes, taking quantitative field measurements, and digital photography. Contractor shall identify and document the following:

2.7.1 Existing facility types (structures, infrastructure, site improvements), locations and conditions.

2.7.2 Existing trails network summarizing conditions.

2.7.3 Existing biological features and resources on the project site including vegetation types, invasive species assessment, sensitive habitats, and potential habitat restoration areas.

2.7.4 Site conditions such as soils, slopes, views, landscape features and context surrounding the site. Field-verified survey information, including the limits of existing improvements.

2.7.5 A tree hazard and survival assessment based on a certified arborist's evaluation of the health and long-term probability of survival of the current trees on site.

2.7.6 Circulation and access (pedestrian, bicycle, and vehicle) and main park access points from adjacent neighborhoods.

2.7.7 ADA deficiencies to provide a comprehensive snapshot of accessibility and safety (physical and visual) barriers and constraints.

2.7.8 Potential local and regional connectivity (trails, cross walks, etc.) including opportunities for access and connection such as adjacent neighborhoods, proximity to schools, and potential of a foot bridge across French Camp Slough.

2.7.9 Use patterns and impacts (including potential hazards, unauthorized encampments, dangerous/high risk areas).

2.8 Existing Conditions, Issues, and Opportunities Report

Contractor shall prepare an existing conditions summary report and annotated list of studies and plans, including issues, opportunities, and gaps to be addressed through the Community Outreach and Engagement process. The report shall establish the framework and technical analysis that will form the foundation for assessing the various conceptual plan alternatives and will be used to engage the public in the planning process. The report shall include:

- 2.8.1 Summary of existing documents.
- 2.8.2 Inventory of existing facilities, features, and amenities (e.g. buildings, play equipment, passive areas, picnic tables, etc.).
- 2.8.3 Base Maps and Site Analysis Maps illustrating pertinent topographic and biological information.
- 2.8.4 Infrastructure Condition and Assessment that identifies the improvements within the former golf course and their physical constraints for the reuse as a park. Based on available information, we will review physical constraints such as easements, pavement, and utilities.
- 2.8.5 Soils and geologic data shall be gathered from prior reports or from the State resources along with a review of the hydrology and hydraulics based on drainage facilities, flooding potential, and a review of the existing irrigation system.
- 2.8.6 Photo inventory identifying opportunities for viewing, resting, education, and other site amenities, such as ball fields, community gardens, urban farming, etc.
- 2.8.7 A Biological Resources Assessment (BRA) to update existing baseline information and mapping. The BRA shall include a database/inventory review (California Natural Diversity Database and National Wetlands Inventory), discussion of on-site vegetation, and the potential for presence of sensitive plant and wildlife species. The BRA shall be based on review of existing documentation and supplemented by the field survey and shall include a "cover-type" map with identification of habitat types and acreages, and an arborist report on the health and condition of the existing trees on the property.
- 2.8.8 An Ecosystem Services Assessment addressing the evaluation of the multiple benefits that ecosystems provide to humans. Ecosystem

Services include production of clean water, regulation of climate and flooding, soil formation and crop pollination, and cultural benefits such as aesthetic value and recreational opportunities. This ecosystem services assessment identifies risks and vulnerabilities, gaps, and debits in the provisioning of Ecosystem Services, and addresses environmental justice concerns.

2.9 Public Engagement Plan

Contractor shall perform community-at-large at workshops, community events, online surveys, and updates to strengthen and maintain trust in a transparent and open manner with the community.

2.9.1 Contractor shall work with City staff to prepare and facilitate a Public Engagement Plan (PEP) tailored specifically to the project that will promote community involvement and engage a diverse range of open space and trail users, residents, students, community organizations, local officials, including disadvantaged groups and minorities. This task includes the following sub tasks:

2.9.2 Contactor shall prepare the following Information that will be used at stakeholder meetings, public meetings and on the project website. This information shall include:

2.9.2.1 Agendas, meeting notices, materials and summaries, flyer distribution throughout the community and coordination with local media outlets.

2.9.2.2 Presentation materials including PowerPoint presentations, maps, illustrations /graphics to be used in project communications.

2.9.2.3 Objectives, goals, and formats for each meeting/event, including tentative schedules and prospective locations of all public meetings.

2.9.2.4 Timeline for the execution of communication/marketing tactics.

2.9.2.5 Coordination with City staff to identify project partners and key stakeholders.

2.9.2.6 Developing a database to release information and updates via established websites and email distribution lists.

- 2.9.2.7 Working with City staff to develop specific communication/marketing tactics to drive meeting attendance and public participation. This includes press releases for submittal to local media with carefully crafted messages, including proposed quotations to be attributed to key staff and officials.
- 2.9.3 Upon request from the City, the Contractor shall develop a project website tailored specifically to this planning effort. This will allow the public to access project information and participate in on-line surveys.
- 2.9.4 Upon request from the City, Contractor shall develop an interactive survey map which will allow the community to review and comment on proposed designs, provide feedback, and propose ideas directly on a digital map of the project.
- 2.9.5 Contractor shall use a combination of invitational meetings and "open house" meetings.
 - 2.9.5.1 Contractor shall work with City staff to determine the appropriate locations and make the necessary arrangements to accommodate special physical or language translation needs. These special language needs may include but are not limited to Spanish and/or sign language interpreters for those who may attend the meeting.
- 2.9.6 Contractor shall work with City staff to develop a list of key stakeholders and other representatives of individuals affected by the proposed conceptual plan.
- 2.9.7 Contractor shall schedule informal interviews early in the planning process to listen to their thoughts on the areas' opportunities and challenges. Contractor shall:
 - 2.9.7.1 Meet with residents and homeowners including Conway homes Resident Advisory Council and future neighborhood watch groups.
 - 2.9.7.2 Meet with local schools, educational organizations, youth group representatives and local after-school program leaders.

- 2.9.7.3 Meet with environmental and social justice groups, urban farmers, local food coops, public health advocates and community engagement groups.
- 2.9.7.4 Meet with staff from agencies such as RD 404, San Joaquin Area Flood Control Agency, U.S. Army Corps of Engineers, RWQCB, CDFW, USFWS, FEMA, Stockton Police Department, etc.
- 2.9.7.5 Meet with potential Public/Private Partnerships such as non-profit organizations, businesses, government agencies, partner organizations and other critical stakeholders who are vital to the success of the consultant-led plan.

2.9.8 Community Workshop

Contractor shall coordinate with the City to hold three (3) community workshop to provide an overview of the project.

- 2.9.8.1 Community Workshop 1 shall provide a summary of the information collected to date, establish expectations for the work moving forward, and inform the public of opportunities to provide input on project development.
- 2.9.8.2 Community Workshop 2 shall inform the community of the study area's opportunities and constraints, review and confirm evaluation criteria, and to solicit feedback on conceptual plan alternatives. Contractor shall conduct online surveys before and/or after the meeting to seek the broadest array of community and stakeholder input.
- 2.9.8.3 Community Workshop 3 shall present the recommended conceptual plan and specific site improvements. This workshop shall be an "open house" format. The open house format will allow the community to stop by when it works with their schedule and provide comments in various ways. Exhibits that will be on display and discussed at the meeting at the meeting include
 - Project Overview.
 - Existing Conditions: Analysis of existing conditions, land use and property ownership, plans, studies, etc.
 - Summary of Public Outreach Process and Community Input.
 - Preferred Conceptual Plan.
 - Imagery to support proposed improvements.

- Three dimensional renderings depicting key park improvements.

2.9.8.4 Contractor shall provide the City a written summary for each workshop. The summary shall be emailed to the City in PDF form no later than 5 business days after each workshop.

2.9.9 Upon request from the City, Contractor shall hold public participation events for persons who typically do not or cannot attend public meetings (e.g. young people, seniors, families with children, and sole proprietors unable to leave work). This shall include taking the meeting to where these residents will be during their day-to-day activities or planned social events. Contractor shall set up booths at major local events or activities during community gatherings to share information about the project and to solicit feedback from the community.

2.9.10 Upon request from the City, Contractor can provide presentation materials and support City staff with presenting the Strategic Plan Development to the City Council.

2.10 Final Existing Conditions Report

Based upon public input from the Key Stakeholder Meetings Contractor shall complete the existing conditions report and an opportunity constraints map. This information shall be shared at subsequent public and team meetings and included in the final report.

2.11 Needs and Programming Analysis (Optional)

Upon request from the City, Contractor shall prepare a Needs Analysis based on the findings from the public outreach program, research, and analyses outlined above. Contractor shall create a summary of parks and recreation facilities and amenities offered in the surrounding neighborhoods and identify potential gaps that could be met through improvements at Van Buskirk Golf Course.

2.11.1 Contractor shall compare the existing inventory of facilities to a variety of park planning standards and national, regional, and local trends. Data sources will include NRPA Park Metrics, Sports & Fitness Industry Association's (SFIA) Study of Sports, Fitness and Leisure Participation, ESRI local market potential, the California Statewide Comprehensive Outdoor Recreation Plan, participation trends from the Outdoor Foundation on outdoor recreation trends, and public input.

2.11.2 Contractor shall review and analyze existing City recreation programs and local education programs to determine current successes, demands, growth potential, and opportunities for enhancement. This includes review of recreation and education programming trends occurring locally, regionally, and into the future.

2.12 Mitigation Opportunities (Optional)

Upon request from the City, Contractor shall provide an evaluation of the mitigation opportunities at the site and how they may relate to a need for mitigation credits by the City or other entities. Contractor shall evaluate which potential mitigation options provide the most economic benefits to the City as direct offsets for impacts from other city projects, or by generating mitigation credits that may be transferred to others.

2.13 Site and Facility Planning and Recreation Programming

Contractor shall develop goals, programs, and projects based on the need's analysis. Contractor shall include mapping a strategy to meet current and future park and recreation needs for the community.

2.13.1 Programming Recommendations: Utilizing the information gathered from the review of existing recreation and education programs as well as community input, Contractor shall recommend indoor and outdoor recreation, arts, and parks programs and amenities necessary to serve the community in the future. The recommendations shall be prioritized based on need.

2.13.2 Facility Needs Analysis: Contractor shall develop three space and facility options that can deliver the desired recreational and academic programs. Parking and Americans with Disabilities Act access requirements shall be key components of these recommendations.

2.13.3 Programming and Facility Costs: For each of the three space and facility options, the Contractor shall develop a detailed operations budget. This shall include estimated potential expenses (including staff), revenue opportunities (and the associated fees), and the development of a cost-recovery model associated with programming recommendations and facility needs.

2.14 Conceptual Design Alternative

With input from stakeholders, participants at Workshop #1, and information from the website, Contractor shall develop conceptual site plan alternatives

to be presented at Workshop #2. These alternatives shall clearly illustrate unique qualities of the proposed alternatives and comparative analysis of the alternatives that address the opportunities/benefits, challenges/constraint and cost estimates including, but not limited to the evaluation of the following elements:

2.14.1 Improvements the physical and aesthetic qualities, functional and environmental conditions of the project area and the type and location of public spaces, types of uses and activities and location of site furnishings and landscaping such as:

- Recommended Trail Improvements (from previous Trails Maintenance Strategy Report).
- ADA deficiencies, accessibility, and safety (physical and visual) barriers and constraints.
- Recommendations for new facilities, improvements to existing facilities and replacing or retiring areas.
- Recommendations for additional, replacement, removal or relocating site furnishings.
- Areas for clearing, restoring, or removing vegetation and areas for erosion control.
- Locations for improved signage and wayfinding.
- Connectivity to adjacent properties (public and private) and main entrances into the park.

2.14.2 Infrastructure Improvements impact on cost/benefit analyses related to reusing or removing the existing infrastructure, the impacts on the long-term integration of the property (e.g. mass grading, pond removal, trail connections, etc.).

2.14.3 Environmental considerations such as protection and enhancement of open space, habitat enhancement and sustainable native planting opportunities, including:

- critical habitat and special status species presence.
- on-site mitigation opportunities for Burrowing owl, Swainson's hawk, Western Pond Turtle and Delta smelt. A portion of the site may be suited to provide wetland or habitat restoration opportunities or mitigation credits for special-status species. This could assist the City with mitigating impacts elsewhere.
- connectivity and habitat corridor considerations, especially for aquatic species.

2.14.4 Maps, illustrations, and renderings of the proposed alternatives to clearly communicate the aspects of new facilities.

2.14.5 Preliminary cost estimates.

2.15 Preferred Conceptual Plan Alternative

With input from stakeholders, participants at Workshop #2, and information from the website, the Contractor shall develop a preferred conceptual site plan alternative to be presented at the Open House/ Workshop #3. The preferred alternative will clearly illustrate the best aspects of the three alternatives based on input and evaluation. At this point, we will provide a draft phasing plan to support the preferred alternative along with a revised cost estimate. The following shall be included in the preferred plan and the information to be presented.

2.15.1 Preferred areas for enhancement of open space, habitat enhancement and sustainable native planting opportunities and potential for community restoration projects.

2.15.2 Final location for location of public spaces, types of uses and activities, pedestrian, and vehicular circulation (including ADA accessibility), public facilities (restrooms, restored structures, etc.) and location of site furnishings and landscaping.

2.15.3 Maps, illustrations, before and after visualizations and renderings of the preferred alternatives to clearly communicate the aspects of new facilities.

2.15.4 Refined cost estimate and final comparative analysis.

2.15.5 Implementation strategies that would review how the improvements could be prioritized and/or phased.

2.16 Draft Report Implementation, Operations and Maintenance (Optional)

Upon request from the City, Contractor shall prepare a draft report that will summarize the project and process in a document that will be used for future implementation. It shall be visual and user-friendly and include tables, graphics, maps, and photographs to accurately represent the proposed plan. The draft document shall include the following elements at a minimum:

- Vision, mission, and objectives.
- Summary of all background research and information gathered.
- Summary of Public Outreach Process and Community Input including evaluation and prioritization criteria.
- Summary of preliminary and preferred Conceptual Site plan including highest and best use for the park.

- Phased implementation plans identifying actions, timelines, and responsibilities for proposed programs.
- Cost analysis for operations and maintenance for expanded facilities.
- List of potential funding sources

2.17 Administrative Draft IS/MND

Contractor shall prepare the Administrative Draft Initial Study/Mitigated Negative Declaration ("IS/MND") for the project pursuant to CEQA Guidelines §§ 15063 and shall include the following:

- A brief description of the proposed project, including its location.
- An identification of the environmental setting in the vicinity of the project site, as it exists before commencement of the project, from both a local and regional perspective.
- An identification of the environmental effects of the project using the current environmental checklist (20 issues), including brief narratives supporting conclusions identified in the checklist.

2.17.1 The explanations may reference another information source through citation to the document by page or pages where the information may be found.

- Recommended feasible mitigation measures, as necessary.
- Determination of consistency with local plans and zoning; and
- A listing of report preparers and bibliography.

2.17.2 The Administrative Draft IS/MND shall be based on project-specific information developed as part of the Van Buskirk Golf Course Development Plan, as well as existing baseline information, and other available supporting technical documentation prepared in support of project.

2.17.3 The Administrative Draft IS/MND shall be submitted to the City staff, and key project team members for review and comment. This task assumes one (1) round of comments by the client. Upon receipt of comments from the City, Contractor shall revise the Administrative Draft IS/MND.

2.18 Draft IS/MND

Based on comments received on the Administrative Draft IS/MND, Contractor shall revise the IS/MND to incorporate comments, as appropriate.

2.18.1 Contractor shall subsequently submit a Screen- Check Draft IS/MND for review prior to public circulation.

2.18.2 Upon receipt of final comments, Contractor shall incorporate any final revisions/comments and prepare the public- review Draft IS/MND for distribution.

2.18.3 Contractor shall prepare a distribution list in consultation with the City.

2.18.4 Upon completion of the Draft IS/MND, Contractor shall prepare all necessary notices, including a Notice of Intent (NOI) and Notice of Completion (NOC), and transmittals (including the State Office of Planning and Research transmittal). Contractor shall provide such notices and documents to the City for posting and distribution within its constituent agencies. Contractor shall provide electronic copies of the IS/ MND (on CD) to the City or public distribution within the service area.

2.19 Final IS/MND and Mitigation Monitoring and Reporting Program

Upon conclusion of the public review period, Contractor shall prepare the Final IS/MND, which shall consist of written responses to comments received on the Draft IS/MND and Mitigation Monitoring and Reporting Program (MMRP). All public comments shall be codified, and responses shall be provided in the form of a Final IS/MND. The Final IS/MND will consist of the following elements:

- revisions to the IS/MND text, as necessary
- list of individuals and agencies commenting on the IS/MND
- copies of letters received on the IS/MND
- written responses to comments received during the public review period.

2.19.1 Contractor shall include the Mitigation Monitoring and Reporting Plan ("MMRP") in the Final IS/MND. This shall identify the impacts addressed, compliance and monitoring actions to be performed, and responsible party and timing of compliance and monitoring activities.

2.20 Permitting Review

Contractor shall consult with appropriate federal and state resource agencies that have jurisdiction over Van Buskirk Golf Course and adjacent natural habitat. The goal of this consultation shall be to identify key wetland/biological resource issues that will need to be addressed under the

permitting process and have at least a conceptual plan for how to adequately address these issues under the permitting process.

2.20.1 Contractor's biologists and permitting specialists shall describe permitting requirements, and the associated avoidance, minimization, and mitigation requirements as part of the alternative's analysis.

2.20.2 Contractor shall work closely with City staff to determine which permitting options are available, discuss beneficial project design alternatives, and clearly communicate the cost, schedule, and requirements associated with each permit.

2.20.3 Specifically, during the regulatory/permitting review, Contractor shall identify specific permits and necessary approvals, and outline performance criteria and monitoring plans for potential Avoidance, Minimization and Mitigation Measures, including time frames, costs, and application procedures.

2.20.4 Contractor shall consider permitting requirements of the following agencies:

- California Department of Fish and Game
 - Streambed Alteration Agreements, Incidental Take Permits,
- California Regional Water Quality Control Board
 - Clean Water Act Section 401 Water Quality Certification, National Pollution Discharge Elimination System (NPDES)
- U.S. Army Corps of Engineers
 - Clean Water Act Section 404 permit
- U.S. Fish and Wildlife Service
 - Section 7 FESA Consultation, Section 10 FESA Consultation
- Other Regulatory Agencies
 - California Department of Water Resources
 - RD 404

3. Major Deliverables

- 3.1 Monthly meeting and Study Session notes
- 3.2 Draft Public Engagement Plan
- 3.3 Project Schedule (updated as needed)
- 3.4 Organizational chart showing staff assignments, roles, and responsibilities
- 3.5 Draft Project Goals and Objectives
- 3.6 Community Profile report
- 3.7 Draft Base Map

- 3.8 Draft Maps of Census Information
- 3.9 Draft Map showing existing trails system and traffic/ circulation patterns
- 3.10 Overall Site Plan
- 3.11 Summary of site conditions with photographs
- 3.12 Draft Existing Conditions, Issues, Opportunities and Biological Constraints Report
- 3.13 Public Engagement Plan
- 3.14 Community communication materials
- 3.15 Workshop #1 Summary
- 3.16 Workshop #2 Summary
- 3.17 Workshop #3 Summary
- 3.18 City Council Presentation materials
- 3.19 Final Existing Conditions Report
- 3.20 Opportunities and Constraints Map
- 3.21 Three Draft Conceptual Plans for the Van Buskirk Golf Course
- 3.22 Preferred Conceptual Plan for Van Buskirk Golf Course
- 3.23 Preliminary draft phasing plan and cost estimate.
- 3.24 Administrative Draft IS/MND Report
- 3.25 Draft IS/MND Report
- 3.26 Final IS/MND Report and MMND

4. Notices

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

Contractor: Design Workshop
 Attn: Steve Noll
 4825 J Street Ste. 200
 Sacramento, CA 95819

City: City of Stockton
 Attn: City Manager
 425 N. El Dorado Street
 Stockton, CA 95202

5. Option to Renew.

The term of the Agreement may be extended up to two (2) years by a written amendment executed by both parties.

EXHIBIT B
INSURANCE

NOTE: The City of Stockton is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s).

Exhibit 2:
Insurance Requirements for Professional Services

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
(Not required if Contractor provides written verification it has no employees)
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate. (If Claims-made, see below.)

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements

for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

Limits of Insurance

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

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton.**

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

Self-Insured Retentions

All Self-insured retentions must be disclosed to Risk Management for approval and shall not reduce the limits of liability. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies (note – applicable only to professional liability)

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its declarations page(s) and endorsement page(s) for each of the required policies.

Subcontractors

Contractors shall require and verify that all subcontractors, or other parties hired for this work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in this agreement to the extent they apply to the scope of the subcontractor's work with the same certificate of insurance requirements and naming as additional insureds all parties to this contract. Contractor shall include the following language in their agreement with Subcontractors: *"Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the contract documents and provide a valid certificate of insurance and the required endorsements included in the agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the owner contract document indemnity and insurance provisions will be furnished to the subcontractor upon request."* Contractor shall provide proof of such compliance and verification to the City upon request.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton Attn: City Risk Services
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202

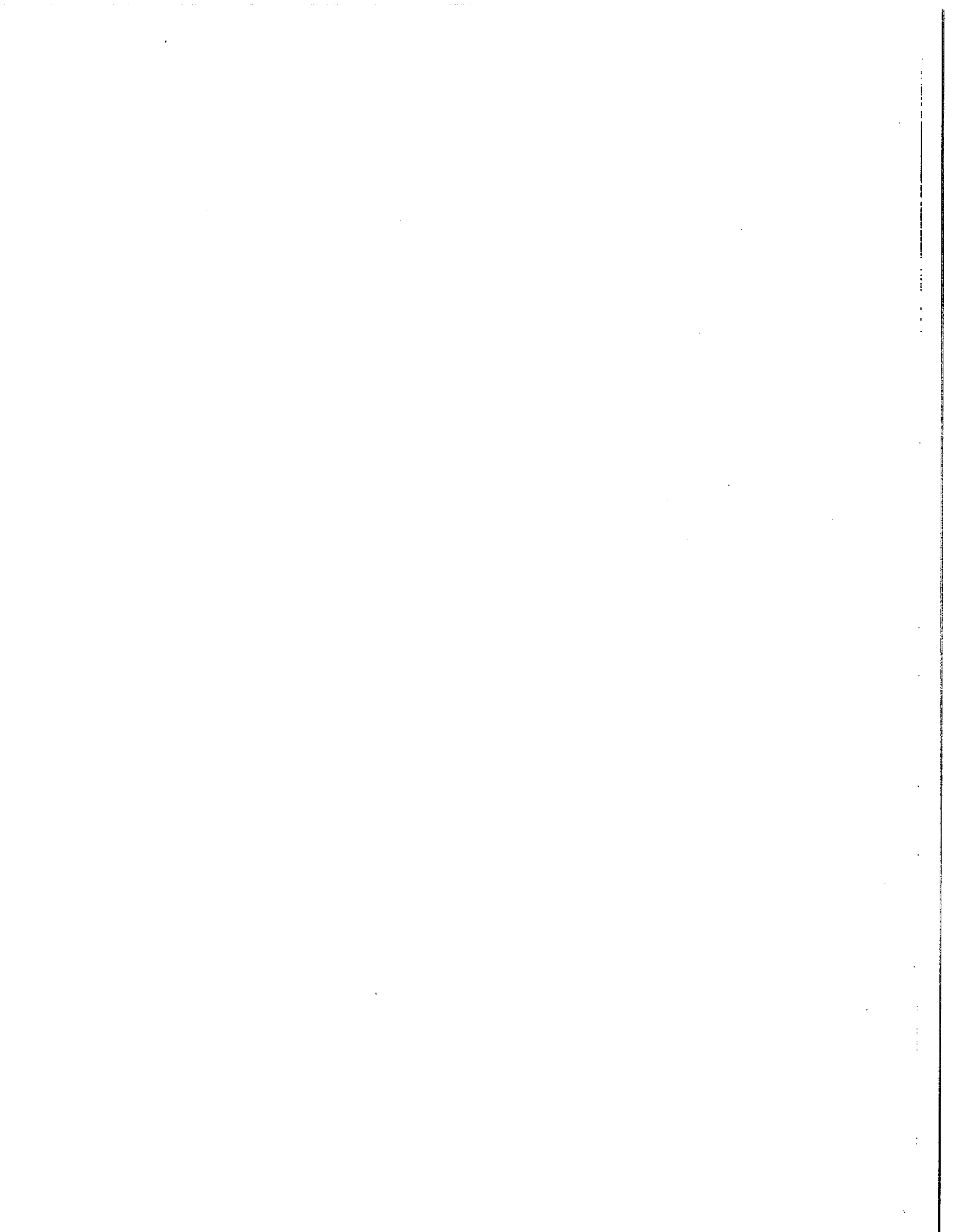


EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **Goods, Equipment and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.

3. **Compensation.** City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.

3.1 Invoices submitted by Contractor to City must contain a brief description of work performed, time spent and City reference number. Within thirty (30) days of receipt of Contractor's invoice, City will review invoice, and if acceptable make payment on approved invoice.

3.2 Upon completion of work and acceptance by City, Contractor shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

4. **Sufficiency of Contractor's Work.** All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.

5. **Ownership of Work.** All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree

to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

6. **Timeliness.** Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.

7. **Changes.** Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, City will not be responsible to pay any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

8. **Amendment.** No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

9. **Contractor's Status.**

9.1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's

control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

10. Subcontractor.

10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Contractor is responsible to City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

10.2 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Contractor.

10.3 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's personnel.

11. Termination.

11.1 Termination for Convenience of City. The City may terminate this Agreement at any time by mailing a notice in writing to Contractor. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.

11.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

12. Non-Assignability. The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

13. Indemnity and Hold Harmless. To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

14. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

15. Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

16. Conformance to Applicable Laws. Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

17. **Licenses, Certifications and Permits.** Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

18. **Records and Audits.**

Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

19. **Confidentiality.** Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

20. **Conflicts of Interest.** Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

21. **Waiver.** In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

22. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

23. **No Personal Liability.** No official or employee of City shall be personally liable

to Contractor in the event of any default or breach by the City or for any amount due Contractor.

24. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

25. Non-Discrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). <http://www.dol.gov/oasam/regs/statutes/titlevi.htm>. The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

26. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

27. Taxes and Charges. Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.

28. Cumulative Rights. Any specific right or remedy provided in this Agreement will

not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

29. Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

30. Heading Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

31. Entire Agreement, Integration, and Modification.

31.1 This Agreement represents the entire integrated agreement between Contractor and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and City Manager.

31.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

33. Authority. The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

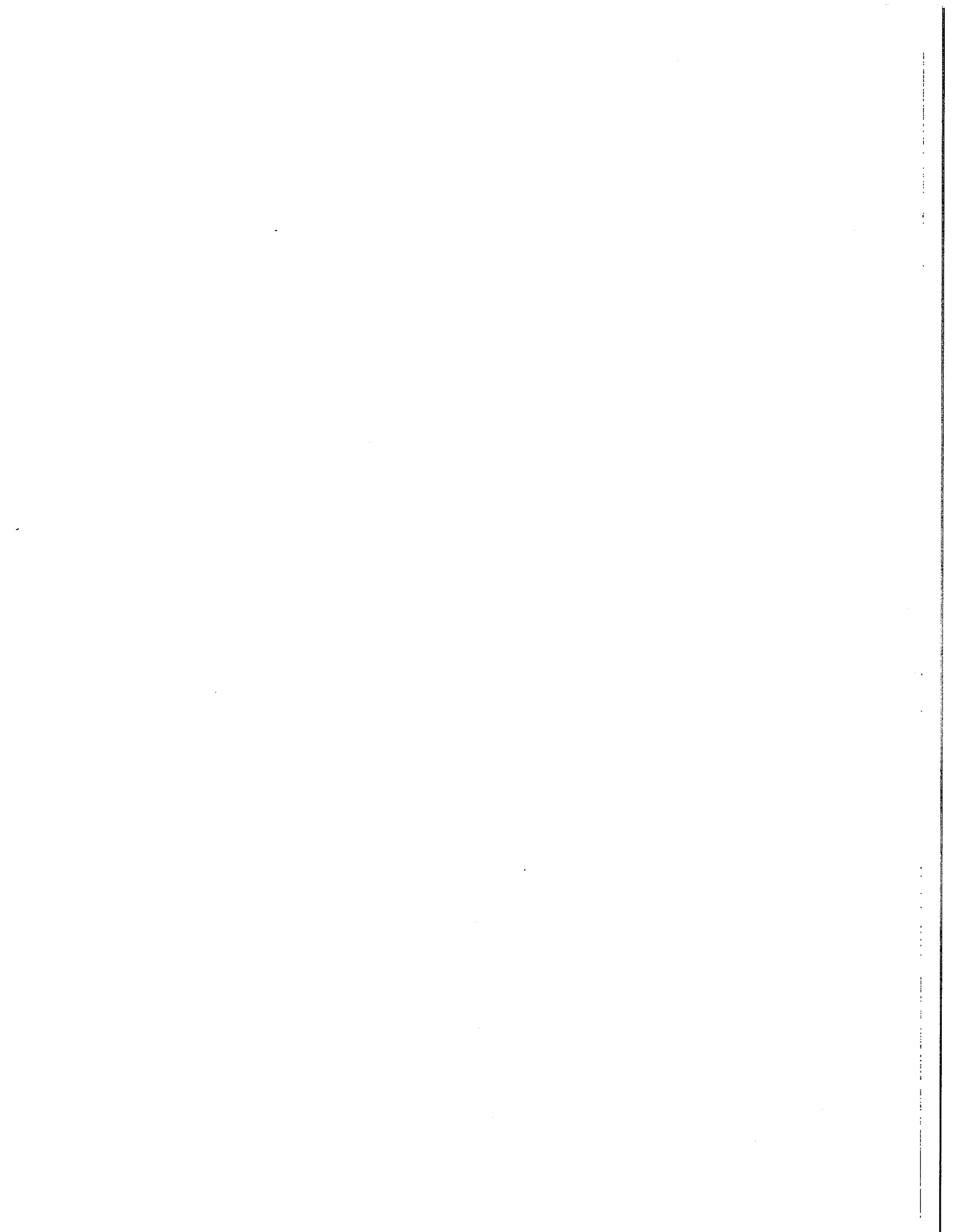


EXHIBIT D

PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS

1. **Definitions.** The following words and phrases have the following meanings for purposes of this Agreement:

1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

1.2 "Deliverable" means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

2. **General.** The following terms and conditions are applicable for the Professional Services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.

2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC.

3. **Time for Performance.**

3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.

3.2 Timeliness of Performance i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F. ii) Neither Contractor nor Contractor's agents, employees nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other

losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4. Standard of Performance

In addition to Exhibit C, Section 4 and 17, Contractor agrees as follows:

4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractor shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Agreement.

4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

4.3 If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

5. Compensation

5.1 In addition to Section 3 Compensation in Exhibit C – GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:

5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed

basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

6. Personnel

6.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement. Contractor shall provide subcontractor a copy of this fully executed Agreement.

6.2 Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement. The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

6.3 Key Personnel: Because of the special skills required to satisfy the requirements of this Agreement, Contractor shall not reassign or replace key personnel without the written consent of the City, which consent the City will not unreasonably withhold. "key personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement. The City may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor shall immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of key personnel is found in Exhibit A, Scope of Services.

7. Reports and Information

Contractor shall at such times and in such forms as the City may require furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters are covered by this Agreement as specified in Exhibit A and Exhibit E.

8. Findings Confidential

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give City prompt notice of any such legal or governmental demand and reasonably cooperate with City in any effort to seek a protective order or otherwise to contest such required disclosure.

9. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Contractor for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the City and all such rights shall belong to the City, and the City shall be sole and exclusive entity who may exercise such rights.

10. Deliverables

Contractor shall prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City. The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, or if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

EXHIBIT E
COMPENSATION SCHEDULE

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

1. Project Price

1.1 The maximum the Contractor shall be paid on this Agreement is **\$258,857** (hereafter the "not to exceed" amount). The "not to exceed" amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

1.2 Standard Reimbursable Items: Only the reimbursable items identified in Exhibit A, C, and D (Compensation), shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Fees plus reimbursable expenses shall not exceed the amount set forth in section 1.1 of this Exhibit and a copy of the original invoice for the items listed in i, ii or iii below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the City and accepted by the City as being satisfactory to City's needs. The City shall not pay a markup on any of the items listed in i, ii or iii. Additionally, items such a telephone, fax, postage or freight are already included in the billable hourly rate. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary and actually incurred, by the Contractor in connection with the services:

- i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs with no markup added to the actual cost.
- ii. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.
- iii. Travel expenses shall be reimbursed in accordance with the City's travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no markup added to the actual cost.

1.3 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

1.4 If work is completed before the “not to exceed” amount is reached, the Contractor’s compensation will be based on the Contractor’s invoices previously submitted for acceptable work performed and approved.

2. **Task Price.** Below is the price for the services and reimbursable expenses as described in Exhibit A of this Agreement.

Task	Description	Task Price
TASK 1	Project Coordination & Management	\$ 23,728
TASK 2 Optional	Data Collection & Site Assessment Task 2.2 Community Profile-	\$ 65,460 \$ 1,250
TASK 3 Optional Optional Optional Optional	Public Outreach & Engagement Project Website Interactive Survey Map Public Participation Events City Council Meeting	\$ 44,641 \$ 9,800 \$ 7,600 \$14,400 \$ 8,000
TASK 4 Optional	Conceptual Site Plan Alternatives, Needs Assessment, Draft & Final Studies Task 4.2 Needs and Programming Analysis- Mitigation Opportunities Task 4.6 Draft Report	\$ 65,328 \$ 18,400 \$ 4,700 \$ 6,200
TASK 5	Environmental Document	\$ 47,700
FEES	Labor (Excluding Optional Tasks listed in red)	\$ 246,857
	Estimated Reimbursable Expenses (5%)	\$ 12,000
SUB-FEES	(Excluding Optional Tasks listed in red)	\$ 258,857

3. **Hourly Rates.** The following is a list of hourly billable rates that Contractor shall apply for additional services requested of the Contractor. Contractor shall be compensated based on the hourly rates set forth below, on a time and material basis for those services that are within the general scope of services of this Agreement, but beyond the description of services required under Exhibit A, and all services are reasonably necessary to complete the standards of performance required by this Agreement. Any changes and related fees shall be mutually agreed upon between the parties by a written amendment to this Agreement.

Hourly Billable Rate Schedule

Title	Role on Project	Hourly Billable Rates
Not Applicable		\$
		\$
		\$
		\$
		\$
		\$
		\$

4. **Invoice to Address.** Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Invoices shall be submitted to the below address:

City of Stockton Community Services Department-Recreation Division
Attention: Stephen Jiang
605 N. El Dorado Street
Stockton, CA 95202

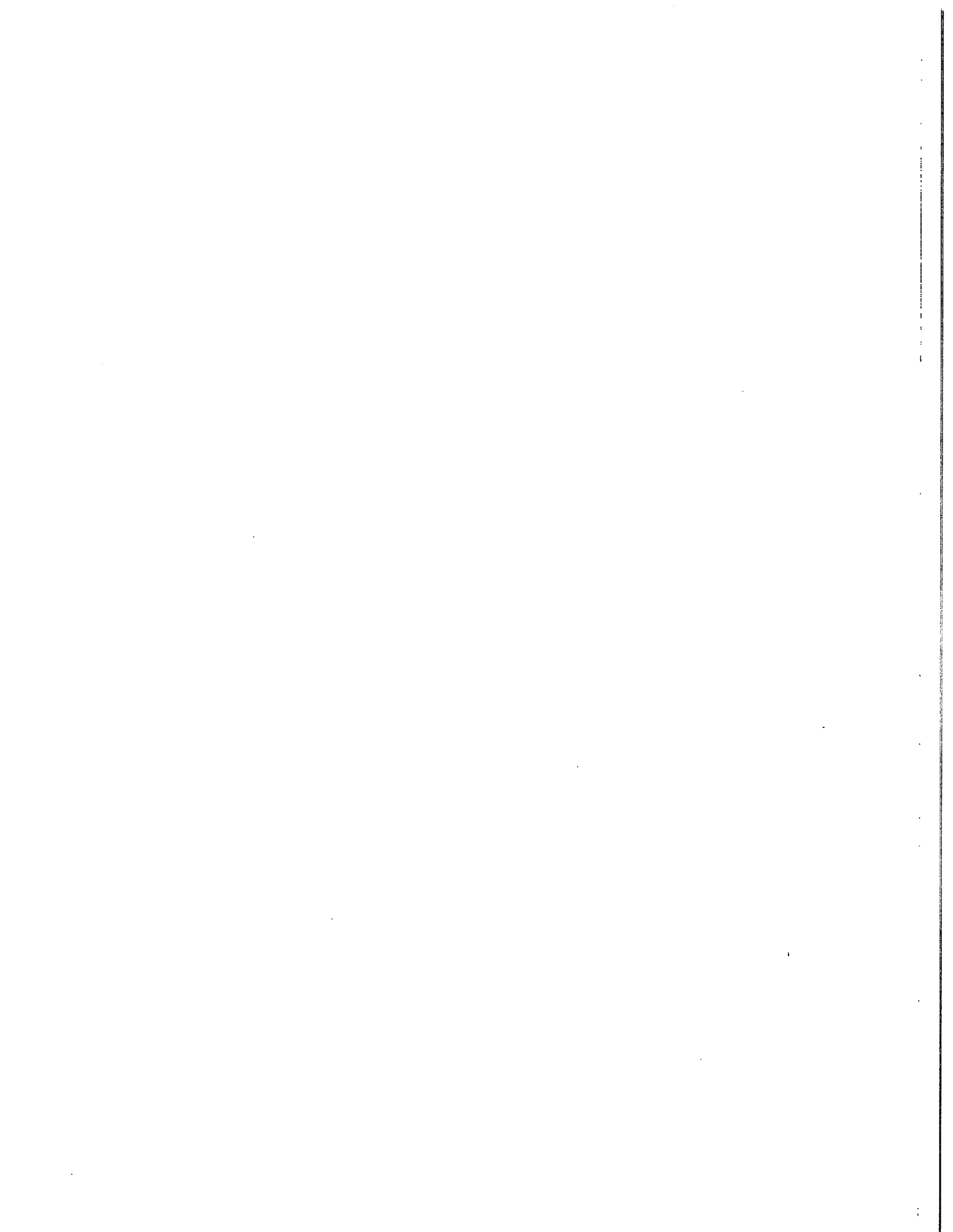


EXHIBIT F

TIMELINE

Consultant shall complete the requested services identified in Exhibit A as follows:

TIMELINE FOR COMPLETION OF WORK

TASK 1: PROJECT COORDINATION & PROJECT MANAGEMENT

TASK 1.1 PROJECT KICK OFF MEETING

Week of December 7, 2020

TASK 1.2 COORDINATION MEETINGS WITH CITY STAFF

On Going

TASK 1.3 TECHNICAL TEAM MEETINGS

Three times throughout the process

TASK 1.4 PROJECT MANAGEMENT

On Going

TASK 2: DATA COLLECTION & SITE ASSESSMENT

TASK 2.1 REVIEW OF EXISTING DOCUMENTS

Week of January 4, 2021

TASK 2.3 BASE MAPPING

Week of January 4, 2021

TASK 2.4 SITE RECONNAISSANCE

Week of December 14, 2020

TASK 2.5 DRAFT EXISTING CONDITIONS, ISSUES AND OPPORTUNITIES REPORT

Week of January 11, 2021

TASK 3 PUBLIC OUTREACH & ENGAGEMENT

TASK 3.1 PUBLIC ENGAGEMENT PLAN (PEP)

MEDIA OUTREACH AND INFORMATION

PROJECT WEBSITE – (OPTIONAL ITEM #2)

INTERACTIVE SURVEY MAP (OPTIONAL ITEM #3)

TASK 3.2 PUBLIC MEETINGS

To Be scheduled as part of the planning Process

TASK 4 CONCEPTUAL SITE PLAN ALTERNATIVES, NEEDS ASSESSMENT, DRAFT & FINAL STUDIES

TASK 4.1 FINAL EXISTING CONDITIONS REPORT & OPPORTUNITY AND CONSTRAINTS MAP

Week of January 25, 2021

TASK 4.3 SITE AND FACILITY PLANNING AND RECREATION PROGRAMMING

4 weeks – Week of January 4, 2021

TASK 4.4 CONCEPTUAL DESIGN ALTERNATIVES

4 weeks – Week of February 1, 2021

TASK 4.5 PREFERRED CONCEPTUAL PLAN ALTERNATIVE

5 weeks– Week of March 8, 2021

TASK 5 ENVIRONMENTAL DOCUMENTS

Begins once preferred alternative is selected to start the CEQA work. – Assume an April 5, 2021 start date

5.1 ADMINISTRATIVE DRAFT IS/MND

CEQA Project Description: 1 week

City review of Project Description: 1 week

2 weeks– Week of April 19, 2021

5.3 DRAFT IS/MND

Admin Draft IS/MND: 8 weeks

City review of Admin Draft IS/MND: 2 weeks

Public Review Draft IS/MND: 2 weeks

20 or 30 day comment period, depending on the impacts and scope of the project

Draft Response to Comments document (if necessary): 2 weeks

City review of Response to Comments document: 2 weeks

20 weeks– Week of August 30, 2021

5.4 FINAL IS/MND AND MITIGATION MONITORING AND REPORTING PROGRAM

Final IS/MND and MMRP: 2 week

Public Hearing on adoption of IS/MND: Minimum of 10 days after Final IS/MND is published

3 weeks– Week of September 20, 2021

TASK 5.5 PERMITTING REVIEW

4 weeks– Week of October 18, 2021

DESCRIPTIONS (Continued from Page 1)

The General Liability, Automobile Liability, Umbrella/Excess insurance applies on a primary and non contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.



City of Stockton

Master

2020-11-17-1403 NP

File Number: 20-6794

File ID: 20-6794

Type: Consent

Status: Agenda Ready

Version: 1

Reference:

In Control: Contracts

File Created: 06/23/2020

File Name:

Final Action:

Title: Contract Title: Strategic Planning Services PUR 19-056

Notes:

Sponsors:

Enactment Date:

Attachments: Insurance Certificate, City of Stockton Business License Application-Draft, DesignWorkshop renumbered agreement

Enactment Number:

Contact:

Hearing Date:

Drafter: Trevor.Wilson@stocktonca.gov

Effective Date:

Related Files:

Council approval required for contracts over: **\$75,000**
20/21
Motion/Resolution/Ordinance #: 2020-11-17-1403

for Fiscal Year:

Must be attached:

Required Documents

The following documents shall be submitted with the signed contract when required:

Business License Required? Submitted	<u>Yes/No</u>	Business License #: Application
Bonds Required?	<u>Yes/No</u>	
Insurance Required?	<u>Yes/No</u>	
Notary Required?	<u>Yes/No</u>	
Recordation Required?	<u>Yes/No</u>	

Mandatory Routing Order

1 DEPARTMENT: COMMUNITY SERVICES DEPARTMENT

Department Head Approval: SEE MEMO

Date: 12/2/20

Project Mgr: Stephen Jiang ext: 8285

Staff: Trevor Wilson ext: 8595

Notes:

2 PROCUREMENT

Approved by Name/Signature: John Driscoll

Date: 12/18/20

Notes:

3 VENDOR/OTHER PARTY

Signed originals on:

Notes:

4 RISK SERVICES

Insurance approved on: 12/22/20

by: Matt Braley

Bonds approved on: n/a

by:

RM #: 21-332

Notes:

5 CITY ATTORNEY

Approved as to Form/Content on: 12/17/2020 by: Taryn Jones

Notes: Approving "DesignWorkshop renumbered agreement" document titled "Agreement.Signed" to be removed. Logged into prolaw and forward back to Risk Dept.

6 CITY MANAGER

Signed by City Manager on:

Notes:

7 CITY CLERK

City Clerk attested on: 12/23/20

by: MKomanee

Notes:

Returned PDF to dept. on: 12/23/20

OB #:

8 ORIGINATING DEPARTMENT:

Copy of contract to be retained by department. Original on file in the Clerk's office.

Requisition #.

Copy sent to vendor on:

by:

Copy of contract sent to Purchasing on:

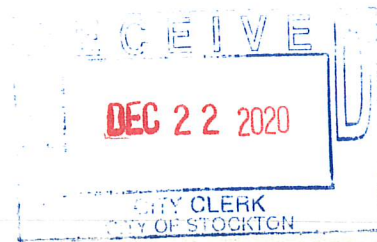
by:

Notes:

9 PROCUREMENT:

Purchase Order #.

PUR #.



File ID: 20-6794 ID Type: Consent Status: ATS Review

In Control: Contracts File Created: 6/23/2020

Title: Contract Title: Strategic Planning Services PUR 19-058 Agenda Date: 12/10/2020

Final Action: []

Staff Report Attachments (3) Associations Details Approval Trading (21)

Requester: Trevor Wilson

Seq #	Approver Name	Due Days	Action Type	Email Template	Status	Due Date	Action	Action Date	Escalation Date	Notes
01	AS - Procurement Team	2	Approver	Individual Review Request	Escalated for Inaction	12/4/2020		12/5/2020 12:14 ...	12/5/2020	No
02	Jennifer Alford	1	Approver	Individual Review Request	Delegated		Delegate	12/7/2020 7:44 AM		Yes
03	John Driscoll	2	Approver	Individual Review Request	Delegated		Delegate	12/9/2020 2:41 PM		Yes
04	Trevor Wilson	2	Approver	Individual Review Request	Escalated for Inaction	12/11/2020		12/12/2020 12:1...	12/12/2020	No
05	Kendra Stockwell	1	Approver	Individual Review Request	Delegated		Delegate	12/14/2020 10:3...		No
06	Trevor Wilson	2	Approver	Individual Review Request	Approved	12/16/2020	Approve	12/15/2020 1:36 ...		Yes
07	Trevor Wilson	2	Approver	Individual Review Request	Approved	12/17/2020	Approve	12/15/2020 1:36 ...		No
08	Matthew Braley	2	Approver	Individual Review Request	Delegated		Delegate	12/16/2020 11:3...		No
09	Trevor Wilson	2	Approver	Individual Review Request	Delegated		Delegate	12/16/2020 12:0...		No
10	John Driscoll	2	Approver	Individual Review Request	Approved	12/18/2020	Approve	12/16/2020 4:40 ...		Yes
11	Esther Gilliland	2	Approver	Individual Review Request	Delegated		Delegate	12/16/2020 4:51 ...		No
12	Taryn Jones	2	Approver	Individual Review Request	Approved	12/18/2020	Approve	12/17/2020 2:05 ...		No
13	Esther Gilliland	2	Approver	Individual Review Request	Delegated		Delegate	12/17/2020 2:10 ...		No
14	Matthew Braley	4	Approver	Individual Review Request	Approved	12/23/2020	Approve	12/22/2020 8:13 ...		No
15	Leisel Hart	0	FYI	FYI Notification	Notified - FYI			12/22/2020 8:13 ...		No
16	Magda Colon	0	FYI	FYI Notification	Notified - FYI			12/22/2020 8:13 ...		No
17	Petty Vasquez	2	Approver	Individual Review Request	Delegated		Delegate	12/22/2020 8:42 ...		No
▶ 18	Nicole Mamorno	2	Approver	Individual Review Request	Delegated Review Req...	12/24/2020				No
19	Courtney Christy	2	Approver	Individual Review Request						No
20	City Clerk	0	FYI	FYI Notification						No
21	Miranda Komane	2	Approver	Individual Review Request						No

City Manager
Date Received

CONTRACT ROUTING FORM

City Clerk
Date Received

Contract Number Motion 2020-11-17-1403

(For Clerk's Use)

CITY CONTRACT TYPE (select one)
 Original Amendment/Change Order Grant
 Subdivision Agreement Other _____

CONTRACT INFORMATION Contract Amount: \$ 258,857
 Contract Title: Strategic Planning Services
 Vendor/Other Party: DesignWorkshop Inc.
 Contract Start Date: _____ Contract End Date: 11/30/2022 Contract Term: 2

COUNCIL APPROVAL REQUIRED? Yes No (provide account # if no)
 Council approval required for contracts over \$75,000 for FISCAL YEAR: 20/21
 Motion/Resolution/Ordinance No: Motion 2020-11-17-1403 Must be Attached

REQUIRED DOCUMENTS (The following documents shall be submitted with the signed contract when required):
 Business License Required? Yes No Business License No. _____
 Bonds Required? Yes No
 Insurance Required? Yes No
 Notary Required? Yes No Recordation Required? Yes No

↓ **Mandatory Routing Order**

1 DEPARTMENT: Community Services Department
 DEPARTMENT HEAD APPROVAL SPD Memo date: _____
 Project Mgr: Stephen Jiang ext: _____ Staff: Trevor Wilson ext: 8595
 Forwarded to: _____ on: _____ by: _____

2 PROCUREMENT
 Approved () Name/Signature: _____
 Forwarded to: _____ on: _____ by: _____

3 VENDOR/OTHER PARTY
 Signed () originals on: _____
 Forwarded to: _____ on: _____ by: _____

4 RISK SERVICES
 Insurance on: _____ by: _____ Bonds approved on: _____ by: _____
 Forwarded to: _____ on: _____ by: _____ RM #: _____

5 CITY ATTORNEY
 Approved as to Form and Content on: _____ by: _____
 Forwarded to: _____ on: _____ by: _____

6 CITY MANAGER
 Signed by City Manager on: _____ Forwarded to: _____ on: _____ by: _____

7 CITY CLERK
 City Clerk attested on: _____ Returned () original(s) to dept. on: _____ by _____
 Retained () original(s) for City's file. Hard Copy on file? Yes No OB # _____

8 ORIGINATING DEPARTMENT: _____
 Requisition No. _____ Original sent to vendor on: _____ by: _____
Copy of contract to be retained by department. Original on file in the Clerk's office.
 Copy of contract sent to Purchasing on: _____ by: _____

9 PROCUREMENT: Purchase Order No. _____ PUR No. _____

MEMORANDUM

November 30, 2020

TO: Harry Black, City Manager

FROM: Suzanne M. Daveluy, Interim Director of Community Services

**SUBJECT: STRATEGIC PLAN DEVELOPMENT FOR THE REUSE OF VAN
BUSKIRK GOLF COURSE AGREEMENT**

On November 17, 2020, the above item was approved by City Council by motion number 2020-11-17-1403. The contents of this item remain the same, of which, no changes have been made since its adoption by City Council. With the action taken by the City Council, the City Manager is authorized to execute the attached document (s).



SUZANNE M. DAVELUY
INTERIM DIRECTOR OF COMMUNITY SERVICES

SD:SJ:tw



City of Stockton

Legislation Text

File #: 20-7278, Version: 1

APPROVE A MOTION AWARDING A CONTRACT FOR STRATEGIC PLAN DEVELOPMENT FOR THE REUSE OF VAN BUSKIRK GOLF COURSE TO DESIGN WORKSHOP, INC., ADOPT FINDINGS IN SUPPORT OF AN EXCEPTION TO THE COMPETITIVE BIDDING PROCESS, AND APPROVE RELATED ACTIONS

RECOMMENDATION

It is recommended that the City Council approve a motion to:

1. Award a Professional Services Contract to Design Workshop, Inc. for Strategic Plan Development for the reuse of Van Buskirk Golf Course beginning December 1, 2020, in the amount of \$258,857 (Attachment A);
2. Approve findings pursuant to Stockton Municipal Code section 3.68.070(A)(3) adopting findings in support of an exception to the competitive bidding process; and
3. Authorize the City Manager to take necessary and appropriate actions to carry out the purpose and intent of this motion.

Summary

On August 20, 2019, City Council authorized the termination of the City's agreement with KemperSports Management for the operation and management of Van Buskirk Golf Course. As a result, Van Buskirk Golf Course ceased golf operations on August 31, 2019. City Council approved supplemental funding to support the ongoing maintenance of the former Van Buskirk Golf Course property and directed staff to continue researching options that support recreation and promote broader public access to the property.

Prior to Council's decision to close Van Buskirk Golf Course, staff began conducting civic engagement events in December of 2018 and also in January of 2019 to determine the needs of the residents living in the neighborhood. To encourage attendance, the meetings were held at Conway Homes housing complex (16 attendees) and the Van Buskirk Community Center (50 attendees). Additionally, a paper and online survey to identify community needs was administered to residents in the Van Buskirk neighborhood. The City also received a letter from the Van Buskirk heirs reiterating the commitment that the property serves a recreational purpose, but also indicating a willingness to negotiate other uses of the property if they fulfilled educational goals.

The community engagement process identified several desires, including a soccer complex; pool or water feature; skating rink; BMX park; community gardens; expanding the existing community center; and walking trails. While community engagement was occurring, staff worked with internal

stakeholders including Public Works, Police, Fire, and Risk to understand the most pressing needs for maintaining the Van Buskirk property, including property security, tree management, fire and emergency service vehicle access, and debris removal. In response to these concerns, staff requested an amendment to a City-wide landscape contract to include routine landscape maintenance at the Van Buskirk location. Additionally, staff requested that the Police Department increase the frequency of patrols when possible to deter illegal activities. Staff also contracted with a local security vendor to begin 24-hour patrols to minimize incidents.

On January 23, 2020, the Community Services Department released an RFP seeking a consultant to develop a strategic plan for the reuse of Van Buskirk Golf Course property. The purpose of the RFP is to create a recreational area which will benefit the community that is also within the parameters of the City's long-range financial plan. The consultant will document the existing condition of the land, actively engage the community for preferred conceptual design, and conduct all necessary natural resource assessments and documentation required for permitting. The strategic plan will be used as a tool to guide decision-making and will serve as the framework for current and future development of the property.

The Notice Inviting Proposals for the procurement of strategic planning services was published on Bidflash (PUR-19-056) and in The Record on January 23, 2020 and January 24, 2020. The Notice Inviting Proposals was also e-mailed to a list of known qualified vendors within the industry.

The Notice Inviting Proposals closed March 12, 2020; the City received one proposal submission. Community Services' Recreation Division staff and Public Works' Parks Division staff reviewed the proposal and determined that the proponent was qualified and had the necessary practical experience to perform the specifications as published. Staff recommends that Council award a two-year agreement not to exceed \$258,857 for strategic plan development for the reuse of Van Buskirk Golf Course to Design Workshop, Inc.

Background

Van Buskirk Golf Course, located at 1740 Houston Avenue on approximately 192 acres, was deeded to the City in 1957 by Charles and Bertha Van Buskirk. Portions of the property house the Van Buskirk Community Center, park, and ball fields. Deed restrictions on the Van Buskirk property limit its use to "public recreation or public park purposes." The property reverts to the donors' heirs if the City is non-compliant with respect to the intended use.

In 2017, the last full year of normal operations as an 18-hole golf course, the course had less than 13,000 rounds of golf played, compared to over 44,000 rounds played at Swenson. In 2018 and 2019, Van Buskirk Golf Course had months where it operated as a 9-hole golf course due to course conditions and ongoing vandalism. Van Buskirk Golf Course's decline in number of rounds played followed the national trend of decreasing popularity of golf over the last twenty years. In addition to the downward trend in play, the 50-year-old course was showing its age with dozens of dead or dying trees, ponds that had years of silt build-up, and an irrigation system in constant need of repair. As with many municipal courses across the country, more and more general fund subsidy would be needed to make the necessary improvements and maintain basic operations. With no clear path to achieving profitability or break-even status, Van Buskirk Golf Course was closed August 31, 2019.

To secure and maintain the property, a contract change order was made to an existing agreement with BrightView Landscaping for annual, non-irrigated service at the property. This includes mowing, pond skimming, and trash pickup. The City also continues to pay for security services and other property management duties until a long-term plan is in place.

On July 31, 2020 staff was notified that the California Conservation Corps - Delta Center ("CCC") was awarded a California Proposition 68 grant to remove the dead, dying, and fallen trees, as well as clear brush along the fence line and create some walking trails. The work was expected to begin in September 2020 but has been delayed due to Corps members assisting with wildfire efforts throughout California. Work will begin as soon as the Corps members return from the fire lines. The City's only obligation for this grant is to allow CCC access to the former Van Buskirk Golf Course property.

Present Situation

Following the direction of the City Council, staff has conducted community engagement and completed an RFP process for a plan to develop options that support recreation and promote broader public access to the Van Buskirk property. The proposal submitted by Design Workshop Inc. for a two-year contract for strategic plan development met the published specifications and City procurement standards.

The consultant will complete the final conceptual site plan alternatives, needs assessment, draft, and final studies and all environmental documentation required for permitting. Staff is recommending a contract period of two years in consideration of COVID-19 restrictions, the multiple-agency coordination needed for project completion, and to account for industry delays which may be encountered. If the City's forthcoming application for Proposition 68 funds is awarded, staff is also prepared to adjust project timelines to incorporate both the consultant's work and any construction.

It is recommended that Council approve a motion authorizing the procurement and contract for strategic plan development services with Design Workshop Inc. for \$258,857, to be paid over the two years of the contract. (Attachment A)

Findings

Pursuant to Stockton Municipal Code (SMC) section 3.68.070(A) 3, Council may approve findings that support an exception to the competitive bidding process. These findings include:

1. The City does not have sufficient staff or expertise to develop a strategic plan for the reuse of Van Buskirk Golf Course due to the complex nature of the project. This includes the size of the land, the need for partnership and engagement between the City and the community, and limitations caused by existing deed restrictions.
2. By contracting with a qualified and experienced consultant, we receive a strategic plan which includes input from the community and local stakeholders, an in-depth assessment of the current condition of the land, and measures ensuring compliance with jurisdictional environmental standards which will allow the City to develop the land over the next five years.

3. Use of the RFP process is appropriate for this Professional Services Contract because it relies on the evaluation of professional qualifications and performance as the basis for selection. The selected vendor is qualified based on these criteria.

4. The City negotiated a contract following the solicitation of competitive proposals in accordance with SMC section 3.68.070(A)(3).

FINANCIAL SUMMARY

The total purchase authority requested is for a two-year contract with Design Workshop for \$258,857 (Ref. Table 1). Staff has identified savings in the maintenance and security components of the FY 2020-21 Golf Fund Budget that will be redirected toward Year One of the contract -(account number 481-3610). The second year of the contract will be appropriated in the FY 2021-22 Golf Budget.

Table 1: Two-Year Contract

Expenditure Description	Year 1	Year 2	Estimated Total
Strategic Planning Services	\$134,600	\$124,257	\$258,857

Attachment A: Professional Services Contract with Design Workshop, Inc. for Strategic Plan Development

f. \$581,424 to Central Valley Low-Income Housing for the Rental Assistance/Landlord Incentives project;

g. \$341,001.44 to Central Valley Low-Income Housing Corp. for the Rapid Re-housing and landlord Incentives project;

h. \$341,001.44 to Stockton Shelter for the Homeless for the Rapid Re-housing and Landlord Incentives;

i. \$177,268 to Stockton Shelter for the Homeless to provide homeless outreach and supportive services coordination;

j. \$129,205 to Central Valley Low-Income Housing Corp. for operating reserves for project HomeKey, a 39-unit affordable permanent supportive housing project;

k. \$375,274.89 to Children's Home of Stockton for homeless outreach and supportive services coordination; and

l. \$338,968.11 to Ready to Work for Homeless outreach and supportive services emergency shelter coordination.

2. Authorizing the City Manager, or designee, to enter into agreements and execute other necessary documents for projects, and in amounts consistent with the resolution.

3. Approving and authorizing staff to apply for HHAP II grant funds;

4. Approving and accepting the BCSH HHAP II funding allocation of \$3,053,944 in Homeless Housing funding.

5. Approving and authorizing the execution of the HHAP II funding Standard Agreement with BCSH accepting grant funding; and

6. Authorizing the City Manager, or designee, to take appropriate and necessary actions to carry out this resolution's purpose and intent

Moved by: Michael Tubbs, seconded by Susan Lenz.

Vote: Motion carried 7-0

Yes: Daniel Wright, Jesus Andrade, Paul Canepa, Christina Fugazi, Sol Jobrack, Susan Lenz, and Michael Tubbs.

14.3 20-7278 APPROVE A MOTION AWARDING A CONTRACT FOR STRATEGIC PLAN DEVELOPMENT FOR THE REUSE OF VAN BUSKIRK GOLF COURSE TO DESIGN WORKSHOP, INC., ADOPT FINDINGS IN SUPPORT OF AN EXCEPTION TO THE COMPETITIVE BIDDING PROCESS, AND APPROVE RELATED ACTIONS

Legislation Text

Attachment A - Agreement with Design Workshop

Powerpoint**Approve Motion 2020-11-17-1403:**

1. Awarding a Professional Services Contract to Design Workshop, Inc. for Strategic Plan Development for the reuse of Van Buskirk Golf Course beginning December 1, 2020, in the amount of \$258,857 (Attachment A);
2. Approving findings pursuant to Stockton Municipal Code section 3.68.070(A)(3) adopting findings in support of an exception to the competitive bidding process; and
3. Authorizing the City Manager to take necessary and appropriate actions to carry out the purpose and intent of this motion.

Moved by: Jesus Andrade, seconded by Christina Fugazi .

Vote: Motion carried 7-0

Yes: Daniel Wright, Jesus Andrade, Paul Canepa, Christina Fugazi , Sol Jobrack, Susan Lenz, and Michael Tubbs.

14.4 20-7270 AUTHORIZE SUBMITTAL OF GRANT APPLICATIONS FOR VAN BUSKIRK PARK RENOVATIONS AND COLUMBUS PARK RENOVATIONS TO THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION STATEWIDE PARK PROGRAM

Legislation Text

Attachment A - Park Sites Meeting Eligibility Requirements

Proposed Resolution Van Buskirk Park

Proposed Resolution Columbus Park

Proposed Resolution Filing CEQA NOEs

Exhibit 1 - VAN BUSKIRK PARK NOE53-20

Exhibit 2 -COLUMBUS PARK NOE54-20

Approved Resolution 2020-11-17-1404-01

Approved Resolution 2020-11-17-1404-02

Approved Resolution 2020-11-17-1404-03

Powerpoint**Approve Resolution 2020-11-17-1404-01, Resolution 2020-11-17-1404-02:**

Authorizing the City Manager to submit two separate grant applications in the amount of up to \$8,500,000 each to the California Department of Parks and Recreation Statewide Park Program for the renovation of Van Buskirk Park and Columbus Park.