

**AGREEMENT WITH RRM DESIGN GROUP
FOR DESIGN PROFESSIONAL SERVICES
FOR
CENTRAL PARK PHASE 1 DESIGN DEVELOPMENT**

This Agreement, made and entered into this day of _____, by and between the **CITY OF SAN MATEO**, a municipal corporation existing under the laws of the State of California ("CITY"), and RRM Design Group, a California Corporation ("CONSULTANT"), whose address is 123 Estudillo Ave, Suite 200, San Leandro, CA, 94577:

RECITALS:

A. CITY desires certain Design Development services for the Central Park Phase I Implementation hereinafter described.

B. CITY desires to engage CONSULTANT to provide these Design Development services by reason of its qualifications and experience for performing such services and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 - SCOPE OF SERVICES

The scope of services to be performed by CONSULTANT under this Agreement is as described in Exhibit A to this Agreement, attached and incorporated by reference.

SECTION 2 - DUTIES OF CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its work.

CONSULTANT represents that it is qualified to furnish the services described under this Agreement.

CONSULTANT shall be responsible for employing or engaging all persons necessary to perform the services of CONSULTANT.

CONSULTANT agrees to comply with the City's minimum wage ordinance as codified in Municipal Code Chapter 5.92, which differs from the state minimum wage and includes a Consumer Price Index escalator.

SECTION 3 - DUTIES OF CITY

CITY shall provide pertinent information regarding its requirements for the project.

CITY shall examine documents submitted by CONSULTANT and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of CONSULTANT's work.

SECTION 4 - TERM

The services to be performed under this Agreement shall commence on July 22, 2019 and be completed on or about December 31, 2021.

SECTION 5 - PAYMENT

Payment shall be made by CITY only for services rendered and upon submission of a payment request upon completion and CITY approval of the work performed. In consideration for the full performance of the services set forth in Exhibit A, CITY agrees to pay CONSULTANT a fee in an amount of \$302,460, pursuant to rates stated in Exhibit B to this Agreement, attached and incorporated by reference.

SECTION 6 - TERMINATION

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY shall have the right to terminate this Agreement or suspend work on the Project for any reason, upon ten (10) days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement upon receipt of said written notice.

Upon termination and upon CITY's payment of the amount required to be paid, documents become the property of CITY, and CONSULTANT shall transfer them to CITY upon request without additional compensation.

SECTION 7 - OWNERSHIP OF DOCUMENTS

All documents prepared by CONSULTANT in the performance of this Agreement, although instruments of professional service, are and shall be the property of CITY, whether the project for which they are made is executed or not.

SECTION 8 - CONFIDENTIALITY

All reports and documents prepared by CONSULTANT in connection with the performance of this Agreement are confidential until released by CITY to the public. CONSULTANT shall not make any such documents or information available to any individual or organization not employed by CONSULTANT or CITY without the written consent of CITY before any such release.

SECTION 9 - INTEREST OF CONSULTANT

CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

SECTION 10 - CONSULTANT'S STATUS

It is expressly agreed that in the performance of the professional services required under this Agreement, CONSULTANT shall at all times be considered an independent CONSULTANT as defined in Labor Code Section 3353, under control of the CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONSULTANT an agent or employee of CITY while providing services under this Agreement.

SECTION 11 - INDEMNITY

CONSULTANT agrees to hold harmless and indemnify CITY, its elected and appointed officials, employees, and agents from and against any and all loss, liability, damage, and expense to the extent arising out of CONSULTANT's negligence, recklessness or willful misconduct to the maximum extent permitted by state law. To the extent permitted by Civil Code section 2782.8, CONSULTANT agrees to reimburse City, its elected and appointed officials, employees, and agents as part of City's total damages based upon CONSULTANT's proportionate percentage of fault as determined by a court of competent jurisdiction or as agreed upon in settlement.

SECTION 12 - INSURANCE

CONSULTANT shall procure and maintain for the duration of the contract and three years thereafter (five years for building or major improvements) the insurance specified in Exhibit C to this Agreement.

SECTION 13 - NONASSIGNABILITY

Both parties hereto recognize that this Agreement is for the personal services of CONSULTANT and cannot be transferred, assigned, or subcontracted by CONSULTANT without the prior written consent of CITY.

SECTION 14 - RELIANCE UPON PROFESSIONAL SKILL OF CONSULTANT

It is mutually understood and agreed by and between the parties hereto that CONSULTANT is skilled in the professional calling necessary to perform the work agreed to be done under this Agreement and that CITY relies upon the skill of CONSULTANT to do and perform the work in the most skillful manner, and CONSULTANT agrees to thus perform the work. The acceptance of CONSULTANT's work by CITY does not operate as a release of CONSULTANT from said obligation.

SECTION 15 - WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

SECTION 16 – SEVERABILITY

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

SECTION 17 - COSTS AND ATTORNEY FEES

Attorney fees in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Agreement. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this Agreement that neither party shall have to pay the other more than \$5000 for attorney fees arising out of an action, or actions to enforce the provisions of this Agreement.

SECTION 18 - NON-DISCRIMINATION

CONSULTANT warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither CONSULTANT nor any of its sub-consultants shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

SECTION 19 - MEDIATION

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once

commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

SECTION 20 - LITIGATION

CONSULTANT shall testify at CITY's request if litigation is brought against CITY in connection with CONSULTANT's services under this Agreement. Unless the action is brought by CONSULTANT, or is based upon CONSULTANT's wrongdoing, CITY shall compensate CONSULTANT for preparation for testimony, testimony, and travel at CONSULTANT's standard hourly rates at the time of actual testimony.

SECTION 21 - NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To CITY: Sheila Canzian
City of San Mateo
330 W. 20th Avenue
San Mateo, CA 94403

To CONSULTANT: RRM Design Group
Attn: Lief McKay
123 Estudillo Ave, Suite 200
San Leandro, CA 94577

SECTION 22 - AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

This document represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONSULTANT.

SECTION 23 - AUTHORITY TO ENTER INTO AGREEMENT

CONSULTANT has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

SECTION 24 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of San Mateo.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement the day and year first above written.

CITY OF SAN MATEO

CONSULTANT

Sheila Canzian
Director of Parks and Recreation

Lief McKay, Principal
Its Authorized Agent

If a Corporation, can be either 1) President or 2) Vice President plus an additional corporate officer (i.e., Secretary, Treasurer) who shall sign below.

APPROVED AS TO FORM

ADDITIONAL CORPORATE OFFICER
(if necessary per the above)

Assistant City Attorney

Attachments:

Exhibit A: Scope of Services
Exhibit B: Payment Rates
Exhibit C: Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES



Central Park Master Plan Improvements Phase 1 Scope of Services

SCOPE OF SERVICES

The following detailed scope of services for the Central Park Master Plan Improvements Phase I generally includes:

- Design development of a new signature playground in the approximate location of the existing playground
- A new premanufactured restroom
- Additional individual and small group picnic facilities
- Memorial Grove Design package

Also provided are tasks for the subsequent phases of work that will be required to implement the project, including Final Design (Plans, Specifications, and Estimates) and Construction Support. These are provided for reference only, and no fees have been provided at this time.

Task A: Project Initiation

Subtask A.1 Kickoff Meeting

RRM's team will meet with staff to discuss project design objectives and issues and the development of a detailed work plan and schedule. The plan will establish a meeting and presentation schedule, clarify roles and responsibilities of staff and consultants, and create a community outreach strategy. We will also collect relevant existing background documents from staff at this meeting. Following the meeting, we wish to tour the site with staff to explore field opportunities, constraints, and existing conditions.

Deliverables:

- *Prepare agenda, facilitate kickoff meeting, and summarize action items*
- *Discuss detailed work plan and schedule*
- *Site tour*

Task B: Research and Analysis

Subtask B.1: Review Existing Conditions

RRM will review the following materials and analyze how the information relates to the site and may impact design. Items in *italics* are documents prepared previously by RRM Design Group and our sub-consultants – only a small amount of time will be required to review these items.



- *Central Park Adopted Master Plan Update, 2018*
- *Approved Mitigated Negative Declaration including mitigation measures applicable to Phase I improvements.*
- *As-built drawings for the location of existing items and utilities including but not limited to the irrigation system, domestic water lines, electrical service, storm drain and sewer lines, and other subsurface utilities provided by the City.*

Deliverables:

- *Review existing data*

Subtask B.2: Site Assessment

RRM will build on our familiarity with the site by conducting an in-depth field review of existing conditions within the project limits to verify existing facilities, features, trees, and amenities. Our field notes from this assessment will identify additional data needs for our base map (and the supplemental surveying in Task B.3).

Deliverables:

- *Field verification visit*

Subtask B.3: Supplementary Ground Survey - Optional

We have analyzed the topographic survey prepared by RRM in 2014, and we do not anticipate needing more information for this new phase of work. However, we have provided this task as an option that the City could exercise if unknown or unforeseen conditions are discovered, and more focused detail is necessary.

RRM's survey crew will perform supplemental field survey work to detail topographic features that are not shown in sufficient detail in the aerial topographic map. Work will include detail on surface evidence of utilities, drainage structures, sidewalks, ramps, subgrade elevations beneath play area materials, bark depth in play and picnic areas, and tree information including trunk locations and sizes, surface root extent, and canopy dripline.

Deliverables:

- *Updated digital topographic map file in AutoCAD format*

Subtask B.4: Geotechnical Report

RRM's subconsultant, Ninyo & Moore will evaluate the subsurface conditions and provide recommendations for design and construction of proposed improvements. Existing conditions investigation will include the following:

- Site reconnaissance
- Review of available geological and seismic materials
- Coordination with Underground Service Alert
- Private utility survey by electro-magnetic scanning



- Subsurface exploration consisting of two auger borings drilled to depths of up to 20 feet
- Boring will include obtainment of a boring permit from San Mateo County Environmental Health Services and collection of samples for laboratory testing

Ninyo & Moore will prepare a geotechnical report that compiles and analyzes the field data and geological review results including the following:

- Subsurface conditions including stratigraphy, depth to groundwater if encountered, and published historic groundwater depth
- Geological considerations and seismic hazards potentially including soft ground conditions and static settlement, expansive soils, corrosive soils, strong ground shaking, faulting, unsuitable materials, and a limited assessment of dynamic settlement, liquefaction, and related hazards
- Measures to mitigate the potential seismic hazards and geologic considerations, as appropriate, and geotechnical suitability of the site for the proposed construction
- Earthwork criteria for site preparation and grading, subgrade preparation, allowable temporary slopes, excavation characteristics, fill and backfill placement, remedial grading measures to mitigate expansive soils or unsuitable materials, and suitability of the on-site soils for use as fill material
- Soil type and seismic coefficients for seismic design conforming to the 2016 California Building Code and Chapter 11 of the American Society of Civil Engineers (ASCE) standard 7-10
- Design parameter recommendations for the restroom/storage building, play equipment footings and foundations and overall recommendations for all sitework

Deliverables:

- *Geotechnical Report - electronic copy (PDF)*

Subtask B.5: Arborist Report

RRM's subconsultant, HortScience will evaluate the existing trees per the City's method of evaluation for development projects, evaluate the existing trees, and prepare an arborist report. Field tree survey will include verification of tree locations including trunks, surface roots, and canopies, identifying species and sizes, and tagging trees for identification purposes. The arborist report will include a tree inventory map, tagged trees, identification of protected trees, evaluation of tree condition, and review of design recommendations for compatibility with tree preservation. RRM and HortScience will work together to determine if the proposed design is compatible with the existing park setting and tree canopy and come up with adjustments to maintain that setting if necessary. Recommendations will include sensitive grading and trenching techniques within tree driplines.

Deliverables:

- *Arborist Report including construction impacts and recommendations – one (1) hard copy and electronic copy (PDF)*
- *Two (2) meetings to present Arborist Report*



Subtask B.6: Overlay Evaluation

RRM will create a site plan overlay of the proposed master plan improvements that pertain to the Phase I area with the updated topographic and tree survey to determine if the existing design is compatible with the objective to ensure preservation of the park setting among its established tree cover. If not compatible, notations of problematic areas of concern will be included along with an alternative overlay showing recommended adjustments to the proposed master plan pertaining to the Phase I area.

Deliverables:

- *Site Plan Overlay exhibit*

Task C: Community Outreach

This scope of services follows the outreach outline from the RFP, however RRM would like to explore with staff ways to introduce the community feedback received during the Master Planning project. As the City is aware, considerable time was spent on soliciting that input and it could be well received if we value those efforts publicly.

Subtask C.1: Community Outreach Strategy

RRM will work with City staff to develop a public outreach strategy including advertising, which will identify the various methods, strategies, materials, time frame, and target audiences that will be a part of the community outreach phase. We will introduce this discussion at the kick-off meeting.

Deliverables:

- *Written strategy outline*

Subtask C.2: On-Site Workshop #1

RRM will prepare for and facilitate a workshop in the park to obtain initial input and feedback on the vision for the project. Depending on what staff decides, this may be a good opportunity to present some very preliminary design thoughts related to character and potential themes. Materials will include imagery of playgrounds and conceptual images of custom and pre-designed play features. Following the workshop, RRM will provide a summary of community input. Depending on weather, we would like to conduct the workshop in or near the existing play equipment after school or on a Saturday morning.

Deliverables:

- *Facilitate (1) one on-site workshop, includes all graphic materials for the task; summary of feedback*



Subtask C.3: On-Site Workshop #2

RRM will prepare for and facilitate a workshop in the park to obtain feedback on the two park design alternatives created in the Design Alternatives task (Task D.1). In addition to the graphic materials created in Task D.1, RRM will prepare all materials necessary to conduct the workshop and gather feedback from participants. Following the workshop, RRM will provide a summary of community input.

Deliverables:

- *Facilitate on-site workshop, graphic materials; summary of feedback*

Subtask C.4: Social Media

RRM will contribute content for online posts and surveys to be featured on the City's Town Hall platform, Speak Up San Mateo. It is our assumption that City staff will manage the platform, while we will provide graphics, text, and summary/results analysis of online surveys. Similar to the Master Plan Update, if the City would like to operate a Facebook/Instagram page for the project, we will support that effort too.

Deliverables:

- *Ongoing social media content; summary memo of online survey results including raw data*

Subtask C.5: Presentation to City Review Boards

RRM's principal and/or project manager will attend and present the design alternatives at the following meetings:

- Parks and Recreation Commission – 2 meetings.
- City Council Study Session – 1 meeting.

We will prepare a digital presentation that includes a summary of the design process and the graphics prepared in the design task (Task D). Presentation of the alternative concepts and preferred alternative will include the feedback acquired from Workshop #1, Workshop #2, and obtained through social media. Following conclusion of all presentations, RRM will meet with staff to determine the direction of the design. The goal of the City Council Study Session will be to gain consensus of the design.

Deliverables:

- *Presentation of design alternatives at one (1) Parks and Recreation Commission*
- *Presentation of the final design alternative at one (1) Parks and Recreation Commission*
- *Presentation of final design alternative at one (1) City Council Study Session*
- *Meeting notes*



Task D: Design Alternatives Development

Subtask D.1: Design Alternatives

RRM's team, including our specialist play design partner (or partners), will prepare two design alternatives for the Phase I area, illustrating new and existing amenities, tree canopy, circulation, playground equipment, picnic area, and restroom location. Design graphics will include a combination of colored illustrative plans, as well as professional quality colored renderings.

Deliverables:

- *Two (2) design alternatives for Phase I Area (annotated colored plans in digital format)*
- *Renderings of alternatives (combination of hand and computer graphics)*

Subtask D.2: Preliminary Cost Estimating

RRM's subconsultant, Leland Saylor Associates (LSA) will prepare one preliminary cost estimate for each of the two design alternatives for a total of two estimates including itemized and unit pricing, general conditions, mobilization, and estimating contingencies.

Deliverables:

- *Two (2) preliminary cost estimates*

Subtask D.3: Refine Design Alternatives

Based on staff feedback RRM will make minor design refinements to the alternatives for presentation to the Parks and Recreation Commission. See Task C.5 for presentation description.

Deliverables:

- *Refined design alternatives*

Task E: Final Design Development

Subtask E.1: Preferred Design Alternative

Based on feedback from the community, staff, and PRC, RRM will prepare a preferred design alternative for the Phase I area, illustrating new and existing amenities, tree canopies, circulation, playground equipment, picnic area, and development of a premanufactured restroom design. RRM will work with staff to identify acceptable premanufactured restroom vendors based on City needs, resources, and preferences. Design graphics will include an updated color concept plan, as well as a 3D rendering.

Deliverables:

- *One (1) updated color concept plan*
- *One (1) 3D Rendering*



Subtask E.2: Environmental Evaluation of Improvements for Potential Permitting

RRM's subconsultant, First Carbon Solutions (FCS) will evaluate proposed Phase I improvements to determine if the project may be subject to Mitigation Measures. If so, a separate scope of work for professional services will be prepared for City review prior to engaging a consultant to prepare such reports.

Deliverables:

- *Evaluation of improvements for potential permitting requirements*

Subtask E.3: Design Development Drawings

RRM's team will prepare design development level documents which are preliminary in nature and are created to help estimate construction costs. They equate to approximately 30% level construction drawings and will include the following:

- Play equipment layout (with use zones) and schematic elevations
- Preliminary landscape construction plans and details
- Preliminary grading and drainage plans and details
- Preliminary stormwater management plan (excludes a stormwater control plan application)
- Utility Layout
- Preliminary planting plan
- Irrigation main line routing plan and hydrozone identification
- Site lighting layout and fixture description
- Preliminary power single line diagram and distribution system
- Electrical calculations and preliminary Title 24 lighting energy documentation forms
- Restroom and storage building floor plan, elevations, and cross sections (RRM to coordinate with manufacturer)

Deliverables:

- *Design development plans as listed above*

Subtask E.4: Design Development Cost Estimating

RRM's subconsultant, Leland Saylor Associates (LSA) will prepare a design development level cost estimate for the preferred plan and restroom including itemized and unit pricing, general conditions, mobilization, and estimating contingencies.

Deliverables:

- *One (1) design development cost estimate*

Subtask E.5: Restroom Site Plan and Architectural Review Submittal - Optional

RRM will prepare a site plan and Architectural Review (SPAR) submittal for approval from the Planning Division on the restroom and storage building. This will include the preparation of additional site plans showing the location of the restroom in the context of the entire site and



an enlarged site plan drawing at 10 scale showing the building and its immediate surrounding. The submittal will conform to the procedures and submittal requirements for the submission of a planning application.

Deliverables:

- *SPAR submittal*

Subtask E.6: Signage Design

RRM's in-house signage designer will develop the informational and regulatory signage in the play area, picnic area, and for the restroom/storage building. Rules and regulation text will be provided by the City, while the graphic design and layout will be created by RRM. The signage will reflect the character and theme of the play area.

Deliverables:

- *Signage location plan*
- *Conceptual drawings*
- *Print ready digital files for production*

Subtask E.7: Interpretive Plan - Optional

As an optional task, we propose that RRM's in-house interpretive planner will create a series of interpretive features that contribute to a comprehensive educational and explorative experience. This would be a series of sequential exhibits and/or features that encourage users of all ages to interact in the park. A potential topic could include the architecture and past uses of the Kohl Estate. We will build on the research conducted during the Master Plan Project, digging deeper to uncover information and materials to create tangible experiences that connect people to the past and present. An alternative theme could relate to nature in the park including the majestic tree canopy. We envision these interpretive elements to complement the play area creating an engaging experience.

RRM would work with staff to identify interpretive topics, research the selected topic(s), and create an interpretive program to complement the design of the park. Final interpretive feature design would be completed during construction documentation.

Deliverables:

- *Interpretive design program (written document with graphics)*

Task F: Meetings

Subtask F.1: Meetings

In addition to the kick-off meeting, RRM's project manager will meet with City staff at the following milestones:

- Present and discuss findings in the research and analysis phase
- Develop community outreach strategy
- Discuss results from On-site Workshop #1



- Preview draft of design alternatives prior to finalization for On-site Workshop #2
- Discuss results from On-site Workshop #2
- Prior to presentation of design alternatives to PRC and City Council – three meetings

Deliverables:

- *Attendance at eight (8) meetings*

Task G: Memorial Grove Design

Subtask G.1: Memorial Grove Design

A Memorial Grove Design Committee (the “Committee”) has been formed to provide leadership and oversight for a desired memorial to be constructed in Central Park. The memorial location is identified in the Master Plan. RRM will assist the City to develop a preferred design based on the following understanding:

- The Committee solicited and received a number of design concepts from architecture students at a local college
- One to three concepts will be provided to RRM as a basis/inspiration for further design development
- RRM will prepare one or two design options based on the student work for consideration by the City and the Committee. These options will include a plan view and an elevation of the proposed designs
- Based on City and Committee direction, RRM will prepare a design package for the preferred design. This package will not be a part of the playground drawings; it will be 8.5”x11” or 11”x17” format and will include attractive graphics to convey the design intent. Anticipated information that will be contained includes site plan, elevation(s), materials, a cost estimate, and a statement of design intent/inspiration. This package will be able to be used for fundraising efforts

All relevant information necessary for preparing the design will be provided to RRM by the City or the Committee, including names of honorees, memorial design parameters, student design concepts, etc.

Deliverables:

- *Attendance at up to three (3) Committee meetings to review concepts and discuss the design*
- *Up to two (2) design options based on student concepts*
- *One (1) preferred Memorial Grove Design; two submittals – draft and final*
- *Cost estimate of preferred design*
- *Memorial Grove Design Package (digital PDF format)*

Task H: Final Design

The following tasks are provided for reference, and for the City’s planning purposes. The final deliverables and task descriptions are likely to be revised at the time the City wishes to move



forward, because the scope of the project is not yet defined. Likewise, the corresponding fees will be calculated at that time when the scope and complexity of the final design is resolved. Generally, however, we anticipate the following services to prepare bid-ready plans and specifications.

RRM will prepare final plans, specifications, and estimate (PS&E) for the City-approved design development plans. The contents of the PS&E package will be as follows:

- Demolition plan
- Construction keynote plan
- Horizontal control plan (not included in 75% submittal)
- Grading and drainage plan
- Stormwater control plan
- Utility plan (on-site utilities only)
- Site electrical/lighting plans
- Construction details
- Irrigation plans and details
- Planting plans and details
- Technical specifications, CSI format, Division 2 through 33 only (75% submittal will be outlined specifications only)
- Construction Cost Opinions (90% submittal and Bid-Ready submittals only)

Subtask H.1: 75% PS&E

75% progress submittal for internal Parks and Recreation Department review. The intent of this submittal is to verify the direction of the design is aligned with the City's expectations, and to receive formal comments and direction about the site layout and general design solutions.

Deliverables:

- *75% complete construction drawings*
- *Outline specifications*

Subtask H.2: 90% PS&E

90% progress submittal for internal Parks and Recreation Department review. The intent of this submittal is to provide staff the opportunity to comment on the plans prior to formal City plan-check for permitting.

Deliverables:

- *90% complete construction drawings*
- *90% complete specifications*
- *Cost estimate*



Subtask H.3: 100% PS&E

100% submittal for City permitting plan-check. The City is responsible for submitting to all relevant departments, and for consolidating the various comments into a single list/document to which we can reply. City will also reconcile conflicting direction from different plan reviewers prior to sending comments to RRM. At a minimum, we anticipate requiring a grading permit and a building permit.

Deliverables:

- *100% construction drawings*
- *100% specifications*
- *Cost estimate*

Subtask H.4: City Permit Processing Assistance

This task allows for up to two rounds of back-check with City departments. RRM will also provide up to 40 hours of assistance to the City's project manager throughout the permit review process. This could include providing written clarifications, preparing exhibits, or attending extra meetings (such as with the City Building Official or Fire Marshal) as requested by the City.

Deliverables:

- *Two (2) additional submittals to City based on back-check comments*
- *Up to 40 hours of support*

Subtask H.5: Bid-Ready PS&E

When the plans are approved through all relevant departments, RRM will package the bid-ready plans and specifications and submit electronically to the City. Please note that 'front-end' specifications are the responsibility of the City: general provisions, special provisions, and bid form.

Deliverables:

- *Final Plans, Specifications, and Estimate.*

Subtask H.6: PS&E Coordination and Meetings

RRM will prepare for and attend up to three (3) client meetings throughout the course of the final design phase. These meetings are intended to provide an opportunity for Staff to preview and provide input on the design progress, to address issues that may arise, and for general coordination. These meetings will be scheduled as needed throughout the process.

Deliverables:

- *Attendance at up to three (3) meetings*



Task I: Bidding and Construction Support

Subtask I.1: Bidding Assistance

RRM's team will support the City during the bidding process. We will respond to bidder questions, and pre-bid substitution requests forwarded to us by the City, and issue addenda as deemed necessary and reasonable by the City to clarify design related issues. As a part of this task, we will attend one pre-bid conference.

Deliverables:

- Attend one (1) pre-bid conference
- Response to bidder questions, pre-bid substitution request review, and addenda

Subtask I.2: Construction Administration

Following the award of the general construction contract, RRM will support the City during the construction phase of the project. We will review and respond to Requests for Information (RFI), Change Orders (CO), submittals, and contractor supplied shop drawings. Under this task, RRM will also prepare and issue supplemental instructions as necessary to clarify technical details. RRM will also coordinate with consultants, agency, and City staff as necessary.

We assume that the City's project manager and/or construction manager will filter and respond directly to RFI that are straightforward and that not all correspondence will require attention and response by RRM.

Deliverables:

- RFI, CO, submittal reviews, shop drawings responses, supplemental instructions, and general record keeping documents

Subtask I.3: Construction Meetings and Observation

RRM's project manager and/or designated representative will prepare for and attend up to 12 construction meetings at the park site.

Note: *This assumes meetings will be held twice a month over a construction duration of six-months.*

The purpose of these meetings is to generally coordinate with the City and contractor and to address issues that are topical.

While in attendance at these construction meetings, RRM will conduct field observations. The field construction observation is not intended to be an exhaustive check or a detailed inspection of the Contractor's work but is rather to allow RRM to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents. RRM shall not supervise, direct, or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor, nor for the Contractor's safety precautions or



programs in connection with the work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

RRM shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portion of the work, or any agents or employees of any of them. RRM does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.

Deliverables:

- *Up to 12 construction meetings and field observations*

Subtask 1.4: Project Close-Out

RRM will attend two punch item walks with the Contractor and the City, preliminary and final, and prepare a memorandum of punch list items for the Contractor to address. We will also conduct other close-out activities that are required in the project specifications, that might include but is not limited to equipment start up and irrigation system coverage.

Deliverables:

- *Attend two (2) punch item walks and prepare punch list memoranda*
- *Miscellaneous close-out activities*

Subtask 1.5: Record Drawings

Upon completion of construction work, RRM will compile a reproducible set of record drawings based upon the marked-up record drawings, addenda, change orders, and other data furnished by the contractor. These record drawings will show significant changes made during construction. Because these record drawings are based on unverified information provided by a third-party, which RRM shall assume will be reliable, RRM cannot and does not warrant their accuracy.

Deliverables:

- *One (1) set reproducible set of record drawings*

SERVICES AND/OR INFORMATION TO BE PROVIDED BY CITY STAFF

- Meeting and public noticing for community workshops and public hearings.
- Coordination and reservation of meeting venues and logistics.
- Assistance in design, preparation, and facilitation of all public meetings.
- Staff reports.
- Summary memo of key outcomes for each Commission and Council meeting.
- Coordination and review of all materials for presentation.



- Review and provide consolidated comments on all deliverables.
- Social media management and hosting of interactive website (Speak Up San Mateo).
- Relevant as-built drawings of park infrastructure (electrical, wet utilities, etc.).
- Internal document distribution for design review.

LIMITATIONS OF SCOPE AND EXCLUSIONS

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the Client or changes in the Client's program or direction that are inconsistent with prior approvals are subject to additional services fees. Any additional services that RRM Design Group is asked to perform over and beyond those described above will be billed on a negotiated and Client-approved, fixed-fee, or hourly basis.

The following services or tasks are specifically excluded from the scope:

- Construction documents – scope and fees to be determined later
- Additional design options and renderings beyond those specifically listed above
- Boundary survey for properties
- Detailed hydrology/hydraulic analysis beyond the schematic stormwater management plan
- Stormwater Control Plan application
- Environmental (CEQA) processing
- State and Federal Agency processing and permits
- Permit fees and applications
- Photo-realistic visual simulations
- Computer animations/fly-throughs
- Focused stakeholder meetings
- English language translation
- Lighting photometric plans
- Utility coordination for new electrical meter service
- Infiltration/percolation rate testing
- Custom restroom architecture (scope assumes pre-manufactured product)
- Title 24 lighting energy documentation forms
- Stormwater Pollution Prevention Plan / QSP Services
- Structural calculations for retaining walls or landscape features
- Off-site utility analysis and upgrading
- Traffic control plans
- Construction activity management plan
- Traffic control plan
- Truck haul routes
- Caltrans coordination



TASK AND FEE SUMMARY

TASK	DESCRIPTION	FIXED FEE (see footnote)
A.1	Kickoff Meeting	\$ 4,820
B.1	Review Existing Conditions	\$ 5,580
B.2	Assessment	\$ 1,240
B.3	Supplementary Ground Survey - <i>Optional</i>	\$ 8,720
B.4	Geotechnical Report	\$ 9,941
B.5	Arborist Report	\$ 6,072
B.6	Overlay Evaluation	\$ 1,010
C.1	Community Outreach Strategy	\$ 2,140
C.2	On-Site Workshop #1	\$ 4,560
C.3	On-Site Workshop #2	\$ 4,560
C.4	Social Media	\$ 4,900
C.5	Presentation to City Review Boards	\$ 6,460
D.1	Design Alternatives	\$ 41,330
D.2	Preliminary Cost Estimating	\$ 6,289
D.3	Refine Design Alternatives	\$ 6,310
E.1	Preferred Design Alternative	\$ 48,980
E.2	Environmental Evaluation of Improvements for Potential Permitting	\$ 2,510
E.3	Design Development Drawings	\$ 76,560
E.4	Design Development Cost Estimating	\$ 6,358
E.5	Restroom Site Plan and Architectural Review Submittal - <i>Optional</i>	\$ 6,040
E.6	Signage Design	\$ 3,000
E.7	Interpretive Plan - <i>Optional</i>	\$ 7,500
F.1	Meetings	\$ 6,180
G.1	Memorial Grove Design	\$ 23,900
	<i>Estimated Reimbursable Expenses</i>	\$ 7,500
SUMMARY OF FEES (including optional tasks):		\$ 302,460
H	Final Design	\$ TBD
I	Bidding and Construction Support	\$ TBD



Fee Footnote

Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.

Reimbursable Expenses

Incidental expenses incurred by RRM Design Group or any subconsultant it may hire to perform services for this project are reimbursed by the Client at actual cost plus 10% to cover its overhead and administrative expenses. Reimbursable expenses include, but are not limited to, reproduction costs, postage, shipping, and handling of drawings and documents, long-distance communications, fees paid to authorities having jurisdiction over the project, the expense of any additional insurance requested by Client in excess of that normally carried by RRM Design Group or its subconsultants, travel expenses (transportation/automobile/lodging/meals), and renderings and models. Reimbursable automobile travel mileage will be billed at the current IRS business standard mileage rate.

Adjustment to Hourly Billing Rates

RRM reserves the right to adjust hourly rates on an annual basis.

If you have any questions or require clarification of the scope of services or fees outlined above, please do not hesitate to call us. Thank you again for this opportunity.

EXHIBIT B

PAYMENT RATES

EXHIBIT A-1: SCHEDULE 1**Bill Rate Ranges**

Subject to change effective March 1st each year

ARCHITECTURE		
Architect	\$	95 - \$ 160
Assistant Manager of Architecture	\$	125 - \$ 185
Design Director	\$	145 - \$ 230
Designer I - Architecture	\$	70 - \$ 100
Designer II - Architecture	\$	75 - \$ 125
Designer III - Architecture	\$	90 - \$ 145
Interior Designer I	\$	70 - \$ 125
Interior Designer II	\$	90 - \$ 150
Intern	\$	45 - \$ 75
Job Captain	\$	90 - \$ 145
Manager of Architecture	\$	140 - \$ 245
Principal	\$	175 - \$ 325
Project Architect	\$	105 - \$ 175
Project Manager - Architecture	\$	105 - \$ 175
Senior Architect	\$	135 - \$ 220
Senior Designer - Architecture	\$	135 - \$ 210
Senior Interior Designer	\$	105 - \$ 195
Senior Project Manager - Architecture	\$	135 - \$ 230

PLANNING & LANDSCAPE ARCHITECTURE		
Assistant Designer	\$	70 - \$ 100
Assistant Planner	\$	70 - \$ 100
Associate Designer	\$	80 - \$ 120
Associate Planner I	\$	80 - \$ 120
Associate Planner II	\$	90 - \$ 140
Designer - Landscape Architecture	\$	95 - \$ 135
Intern	\$	45 - \$ 75
Landscape Architect	\$	95 - \$ 145
Manager of Landscape Architecture	\$	140 - \$ 235
Manager of Planning	\$	145 - \$ 240
Principal	\$	175 - \$ 325
Principal Landscape Architect	\$	130 - \$ 230
Principal Planner	\$	140 - \$ 230
Senior Designer - Landscape Architecture	\$	105 - \$ 160
Senior Landscape Architect	\$	110 - \$ 170
Senior Planner	\$	110 - \$ 185

ENGINEERING & SURVEYING		
Agency Coordinator	\$	55 - \$ 105
Construction Inspector	\$	105 - \$ 155
Designer I - Engineering	\$	50 - \$ 90
Designer II - Engineering	\$	70 - \$ 115
Designer III - Engineering	\$	90 - \$ 135
Engineer I	\$	85 - \$ 125
Engineer II	\$	100 - \$ 155
Land Surveyor	\$	115 - \$ 160
Manager of Engineering Services	\$	170 - \$ 280
Manager of Surveying	\$	145 - \$ 230
Manager of Transportation Services	\$	170 - \$ 280
Party Chief	\$	80 - \$ 135
Principal	\$	175 - \$ 325
Project Engineer	\$	115 - \$ 175
Project Manager - Engineering	\$	145 - \$ 230
Senior Designer - Engineering	\$	105 - \$ 175
Senior Land Surveyor	\$	130 - \$ 195
Senior Party Chief	\$	110 - \$ 180
Senior Project Engineer	\$	135 - \$ 220
Supervisor of Surveying	\$	135 - \$ 205
Survey Technician I	\$	55 - \$ 80
Survey Technician II	\$	70 - \$ 105
Survey Technician III	\$	85 - \$ 155

Surveying Crew Rates**REGULAR**

One person w/ GPS or Robotic Workstation	\$	125 - \$ 155
Two person	\$	175 - \$ 290
Three person	\$	235 - \$ 390

PREVAILING WAGE

One person w/ GPS or Robotic Workstation	\$	150 - \$ 180
Two person	\$	225 - \$ 340
Three person	\$	325 - \$ 490

CORPORATE SERVICES

Accounting Specialist	\$	55 - \$ 100
Business Development Coordinator	\$	85 - \$ 130
Business & Project Development Manager	\$	100 - \$ 155
Chief Executive Officer	\$	170 - \$ 350
Graphic Designer	\$	80 - \$ 135
Manager of Marketing	\$	100 - \$ 210
Marketing Assistant	\$	50 - \$ 90
Marketing Coordinator	\$	70 - \$ 110
Office Coordinator	\$	70 - \$ 125
Project Accountant	\$	65 - \$ 125
Project Administrator	\$	70 - \$ 125
Receptionist	\$	40 - \$ 80

EXHIBIT C

INSURANCE REQUIREMENTS

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an “occurrence” basis, including products-completed operations, 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 or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** 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.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the CONSULTANT’s profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate

If the CONSULTANT maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

Other Insurance Provisions

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

Additional Insured Status

The City, its elected and appointed officials, employees, and agents are to be covered as insureds on the auto policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT 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 CONSULTANT’s insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **CONSULTANT’s insurance coverage shall be primary** insurance as respects the City, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, or agents shall be excess of the CONSULTANT’s insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that **coverage shall not be canceled, except after thirty (30) days’ prior written notice** (10 days for non-payment) has been given to the City.

Waiver of Subrogation

CONSULTANT hereby grants to City a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the City by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the CONSULTANT to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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.

Verification of Coverage

CONSULTANT shall furnish the City 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 before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.