



Agenda Item No: 4.e
Meeting Date: November 7, 2022

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: April Miller, Public Works Director **City Manager Approval:** _____ 

File No.: 06.07.11

TOPIC: PICKLEWEED PARK ENHANCEMENT PROJECT

SUBJECT: ADOPT A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH GATES + ASSOCIATES FOR LANDSCAPE ARCHITECTURAL AND ENGINEERING DESIGN SERVICES ASSOCIATED WITH THE PICKLEWEED PARK ENHANCEMENT PROJECT, CITY PROJECT NO. 11376, IN THE AMOUNT NOT TO EXCEED \$498,734

RECOMMENDATION:

Staff recommends that the City Council adopt the resolution approving and authorizing the City Manager to execute a professional services agreement with Gates + Associates for landscape architectural and engineering design services associated with the Pickleweed Park Enhancement Project, City Project No. 11376, in the amount not to exceed \$498,734.

BACKGROUND:

The Pickleweed Park, located in the southeast part of the City of San Rafael, is one of the most used parks and community centers in San Rafael. While Pickleweed Park is closer in size to a city-wide park, it is used predominately by the surrounding neighborhood and serves those within walking distance. The Canal neighborhood, which surrounds the park, gathers there for their social, educational, spiritual, and recreational needs.

The City worked with the community to identify priority improvements and pursue funding opportunities to renovate the Pickleweed Park to better meet the needs of the surrounding community. The conversion of the fields at Pickleweed Park to synthetic turf for year-round access was highlighted as a top priority for the City and the Canal neighborhood. The existing grass turf field that exists today is closed for around six months of the year to restore the field from the extensive use. As such, in early 2022 the City contracted with consultants from the Master Services Agreement list to start the design and permitting process for the field renovation in anticipation of using either grant funds or City funds.

The City initially pursued a Proposition 68 Statewide Park Program competitive grant but was unsuccessful in the application. On [February 22, 2022](#), the City Council approved the application for Land and Water Conservation Fund (LWCF) for the Pickleweed Park Enhancement Project, which detailed a

FOR CITY CLERK ONLY

Council Meeting: _____

Disposition: _____

total funding request of \$4,240,000 from LWCF with a required City match of \$4,240,000. As of July 2022, California State Parks has recommended the Pickleweed Park Enhancement Project to the National Park Service for the LWCF grant.

In addition to the field renovation, the Pickleweed Park Enhancement Project will be adding amenities including a basketball/sport court, playground structure for children under five, fitness equipment for adults, shaded seating, and gazebo. The project will also provide a renovated restroom, more landscaping and parking, and additional lighting and security cameras for improved security. These improvements will expand and increase outdoor recreation opportunities at Pickleweed Park.

On August 30, 2022, the City released a Request for Proposals (RFP) for landscape architectural and engineering design services. The scope of services described in the RFP includes all the improvements listed above except for the field renovation, which has been under design.

ANALYSIS:

On September 27, 2022, two proposals from qualified firms were received. Both firms were evaluated and interviewed by City staff based on criteria specified in the RFP including, but not limited to, completeness of the Proposal, relevant experience and success in similar projects, experience and quality of project team, understanding of the project scope of work, ability to meet deadlines and operate within budget, familiarity with federal grant procedures, and references by former clients on similar projects. City staff found Gates + Associates (“GATES”) and their subconsultants to be the most qualified consultant team for this project. GATES has submitted a proposal to perform landscape architectural and engineering design services, which staff has reviewed and found to be complete and within industry standards.

The recommended Professional Services Agreement with GATES will provide project management and coordination services, develop conceptual plans, provide environmental compliance and permitting support, develop construction contract documents including an order-of-magnitude construction estimate for budgeting purposes, and to provide construction support.

ENVIRONMENTAL DETERMINATION:

In November 2020, a notice of exemption (NOE) was filed with findings that the Pickleweed Park Enhancement Project meets the requirements of following categorical exemptions: Existing Facilities (§15301); Replacement or Reconstruction (§15302); New Construction or Conversion of Small Structures (§15303); Minor Alterations to Land (§15304(b), (f)); and Accessory Structures (§15311(b)). As such, this project is exempt from CEQA.

COMMUNITY OUTREACH:

In 2020, the City conducted a round of community outreach to refine the plan for improving Pickleweed Park. This effort highlighted the community’s desire for year-round access to the fields and additional park amenities, such as group picnic area, custom play area, lighting, new paths, and landscaping. From this feedback, the City developed a conceptual plan which was shared with the community through several occasions including the recent movie night at Pickleweed Park on September 23, 2022. The City plans to conduct additional outreach efforts as part of the design process. For additional information and project updates, please visit the City of San Rafael’s website: <https://www.cityofsanrafael.org/pickleweed/>

FISCAL IMPACT:

The Pickleweed Park Enhancement Project is listed in the City’s 2022-23 Capital Improvement Program as a multi-year project. Staff proposes to fund the agreement associated with the design of this project

by utilizing COVID-19 relief funds. The proposed Resolution would appropriate \$498,734 for landscape architectural and engineering design services. The appropriation will be made to the Capital Improvement Fund (#401) using funds transferred from the General Fund. Once the design is complete, an engineer's estimate can be made for construction and completion of the project.

OPTIONS:

The City Council has the following options to consider on this matter:

1. Adopt the resolution as presented.
2. Do not accept the proposal from Gates + Associates and direct staff to reissue the RFP. This option will delay this project and impact utilization of LWCF grant funds.
3. Do not accept the proposal from Gates + Associates and provide further direction to staff.

RECOMMENDED ACTION:

Staff recommends that the City Council adopt a resolution approving and authorizing the City Manager to execute a professional services agreement with Gates + Associates for landscape architectural and engineering design services associated with the Pickleweed Park Enhancement Project in the amount not to exceed \$498,734.

ATTACHMENT:

1. Resolution approving and authorizing the City Manager to execute a professional services agreement with Gates + Associates for landscape architectural and engineering design services
2. Draft Professional Service Agreement (with Exhibit A)

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH GATES + ASSOCIATES FOR LANDSCAPE ARCHITECTURAL AND ENGINEERING DESIGN SERVICES ASSOCIATED WITH THE PICKLEWEED PARK ENHANCEMENT PROJECT, CITY PROJECT NO. 11376, IN THE AMOUNT NOT TO EXCEED \$498,734

WHEREAS, the City Council in June 2022 approved the Pickleweed Park Enhancement Project in the City's Capital Improvement Program (CIP) for Fiscal Years 2022/23 through 2024/25; and

WHEREAS, City staff determined that landscape architectural and engineering design services from qualified consultants will be required for this project to prepare construction documents and cost estimates for the Pickleweed Park Enhancement Project; and

WHEREAS, in response to a request for proposals, the Department of Public Works received two proposals; and

WHEREAS, staff reviewed the proposals, conducted interviews, and identified Gates + Associates to be the most qualified firm; and

WHEREAS, the proposal from Gates + Associates was found to be complete and within industry standards.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL RESOLVES
as follows:

1. The City Manager is hereby authorized to execute a Professional Services Agreement with Gates + Associates for landscape architectural and engineering design services for the Pickleweed Park Enhancement Project in the amount not to exceed \$498,734, in a form approved by the City Attorney.

2. Funds totaling \$498,734 shall be appropriated for this project (Project No. 11376) through a transfer from the General Fund to the Capital Improvement Fund (#401).
3. The Director of Public Works is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

I, Lindsay Lara, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on 7th day of November 2022 by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

File No.: 06.07.11

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE CITY OF SAN RAFAEL
AND
DAVID L. GATES & ASSOCIATES, INC.
FOR LANDSCAPE ARCHITECTURAL AND ENGINEERING DESIGN SERVICES**

This Agreement is made and entered into as of _____ (the “Effective Date”), by and between the CITY OF SAN RAFAEL, a chartered California municipal corporation (hereinafter "CITY"), and DAVID L. GATES & ASSOCIATES, INC., a corporation (hereinafter "CONSULTANT"). CITY and CONSULTANT may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

A. CITY desires to secure professional services more fully described in this Agreement, at **Exhibit A**, entitled “SCOPE OF SERVICES”; and

B. CONSULTANT represents that it, and its subcontractors, if any, have the professional qualifications, expertise, and necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of CITY; and

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. **SERVICES TO BE PROVIDED.**

Except as otherwise may be expressly specified in this Agreement, CONSULTANT shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as “Services”) to satisfactorily complete the work required by CITY at its sole risk and expense. Services to be provided to CITY are more fully described in **Exhibit A** entitled “SCOPE OF SERVICES.” CONSULTANT acknowledges that the execution of this Agreement by CITY is predicated upon representations made by CONSULTANT in that certain proposal, dated October 25, 2022 (“Proposal”) set forth in **Exhibit A**, which constitutes the basis for this Agreement.

2. **COMPENSATION.**

In consideration for CONSULTANT’s complete performance of Services, CITY shall pay CONSULTANT for all materials provided and services rendered by CONSULTANT at the unit rates and rates per hour for labor, as set forth in **Exhibit A**, for a total amount not to exceed

\$498,734.

CONSULTANT will bill City on a monthly basis for Services provided by **CONSULTANT** during the preceding month, subject to verification by **CITY**. **CITY** will pay **CONSULTANT** within thirty (30) days of City's receipt of invoice.

3. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate one (1) year from the Effective Date.

4. PROJECT COORDINATION.

A. **CITY'S Project Manager.** Joanna Kwok is hereby designated the PROJECT MANAGER for the CITY and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. **CONSULTANT'S Project Director.** **CONSULTANT** shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for **CONSULTANT**. Chuck Gardella is hereby designated as the PROJECT DIRECTOR for **CONSULTANT**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR, for any reason, the **CONSULTANT** shall notify the **CITY** within ten (10) business days of the substitution.

5. TERMINATION.

A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. **Return of Documents.** Upon termination, any and all **CITY** documents or materials provided to **CONSULTANT** and any and all of **CONSULTANT's** documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to **CITY** as soon as possible, but not later than thirty (30) days after termination.

6. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by the **CONSULTANT** in connection with the performance of its duties under this Agreement, shall be the sole property of **CITY**. **CITY** may use said property for any purpose, including projects not contemplated by this Agreement.

7. INSPECTION AND AUDIT.

Upon reasonable notice, **CONSULTANT** shall make available to **CITY**, or its agent, for inspection and audit, all documents and materials maintained by **CONSULTANT** in connection with its performance of its duties under this Agreement. **CONSULTANT** shall fully cooperate with **CITY** or its agent in any such audit or inspection.

8. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

9. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in **Exhibit B**, **CONSULTANT** shall procure and maintain in full force and effect, at no cost to **CITY** insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in **Exhibit B**.

10. INDEMNIFICATION.

A. Except as otherwise provided in subparagraph B of this section, **CONSULTANT** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **CITY**, and hold harmless **CITY**, its officers, agents, employees and volunteers (collectively, the “**City Indemnitees**”), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively “**CLAIMS**”), arising out of **CONSULTANT’S** performance of its obligations or conduct of its operations under this Agreement. The **CONSULTANT'S** obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **CONSULTANT'S** indemnification obligation shall be reduced in proportion to the **City Indemnitees’** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the **CONSULTANT’S** work or work product by the **CITY** or any of its directors, officers or employees shall not relieve or reduce the **CONSULTANT’S** indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONSULTANT’S** performance of or operations under this Agreement,

CONSULTANT shall provide a defense to the **City Indemnitees** or at **CITY'S** option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

B. Where the services to be provided by **CONSULTANT** under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, **CONSULTANT** shall indemnify and hold harmless the **CITY** and its officers, officials, and employees (collectively **City Indemnitees**) from and against damages, liabilities or costs (including incidental damages, Court costs, reasonable attorney's fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence, recklessness, or willful misconduct of **CONSULTANT**, or any subconsultants, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable (collectively Liabilities). Such obligation to hold harmless and indemnify any indemnity shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such City Indemnitee.

C. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

11. **NONDISCRIMINATION.**

CONSULTANT shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

12. **COMPLIANCE WITH ALL LAWS.**

CONSULTANT shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. **CONSULTANT** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONSULTANT** shall release, defend, indemnify and hold harmless **CITY**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

13. **NO THIRD PARTY BENEFICIARIES.**

CITY and **CONSULTANT** do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

14. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

To **CITY**'s Project Manager:

Joanna Kwok/ Senior Civil Engineer
111 Morphew Street
San Rafael, CA 94901

To **CONSULTANT**'s Project Director:

Chuck Gardella
1655 N. Main Street Ste 365
Walnut Creek, CA 94596

15. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONSULTANT**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **CITY**. **CONSULTANT** and **CITY** expressly intend and agree that the status of **CONSULTANT**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **CITY**.

16. ENTIRE AGREEMENT -- AMENDMENTS.

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONSULTANT** and the **CITY**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONSULTANT** and the **CITY**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

17. SET-OFF AGAINST DEBTS.

CONSULTANT agrees that **CITY** may deduct from any payment due to **CONSULTANT** under this Agreement, any monies which **CONSULTANT** owes **CITY** under any ordinance,

agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

18. WAIVERS.

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

19. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

20. CITY BUSINESS LICENSE / OTHER TAXES.

CONSULTANT shall obtain and maintain during the duration of this Agreement, a **CITY** business license as required by the San Rafael Municipal Code, and **CONSULTANT** shall pay any and all state and federal taxes and any other applicable taxes. **CITY** shall not be required to pay for any work performed under this Agreement, until **CONSULTANT** has provided **CITY** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

21. SURVIVAL OF TERMS.

Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled and shall apply to both Parties' respective successors and assigns.

22. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

23. COUNTERPARTS AND ELECTRONIC SIGNATURE.

This Agreement may be executed by electronic signature and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

[Signatures are on the following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

CITY OF SAN RAFAEL:

CONSULTANT:

JIM SCHUTZ, City Manager

By: _____

APPROVED AS TO FORM:
Office of the City Attorney

Name: _____

Title: _____

By: GENEVIEVE COYLE,
Assistant City Attorney

[If CONSULTANT is a corporation, add
signature of second corporate officer]

ATTEST:
City Clerk

By: _____

Name: _____

Title: _____

LINDSAY LARA, City Clerk

EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for **CITY** by **CONSULTANT** under this Agreement are more fully described in **CONSULTANT's** proposal, which is attached to this Exhibit A.

EXHIBIT B INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth below, **CONSULTANT** shall procure and maintain in full force and effect, at no cost to **CITY** insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in this Exhibit B.

A. **Scope of Coverage.** During the term of this Agreement, **CONSULTANT** shall maintain, at no expense to **CITY**, the following insurance policies:

1. **Commercial general liability.** A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. **Automobile liability.** An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence.

3. **Professional liability.** If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the **CONSULTANT's** performance of services under this Agreement. Where **CONSULTANT** is a professional not required to have a professional license, **CITY** reserves the right to require **CONSULTANT** to provide professional liability insurance pursuant to this section.

4. **Workers' compensation.** If it employs any person, **CONSULTANT** shall maintain workers' compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **CONSULTANT's** workers' compensation insurance shall be specifically endorsed to waive any right of subrogation against **CITY**.

B. **Other Insurance Requirements.** The insurance coverage required of the **CONSULTANT** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or workers' compensation insurance, the insurance policies shall be specifically endorsed to include the **CITY**, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under **CONSULTANT's** insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONSULTANT'S** policies shall be at least as broad as

ISO form CG20 01 04 13.

3. Except for professional liability insurance or workers' compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Agreement, **CONSULTANT** hereby grants to **CITY** a waiver of any right to subrogation which any insurer of **CONSULTANT** may acquire against **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 **CITY** has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the Effective Date of this Agreement.

7. 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 noncontributory basis for the benefit of **CITY** (if agreed to in a written contract or agreement) before **CITY'S** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. 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 **CITY** or any other additional insured party. 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 **CONSULTANT** under this Agreement.

9. **CONSULTANT** agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by **CONSULTANT**, provide the same minimum insurance coverage required of **CONSULTANT**, except as with respect to limits. **CONSULTANT** agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. **CONSULTANT** agrees that upon request by **CITY**, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the performance of Services will be submitted to **CITY** for review.

10. **CONSULTANT** agrees to be responsible for ensuring that no contract used by any party involved in any way with the Services reserves the right to charge **CITY** or **CONSULTANT** for the cost of additional insurance coverage required by this Agreement. Any

such provisions are to be deleted with reference to **CITY**. It is not the intent of **CITY** to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against **CITY** for payment of premiums or other amounts with respect thereto.

C. **Deductibles and SIR's.** Any deductibles or self-insured retentions in **CONSULTANT's** insurance policies must be declared to and approved by the **CITY** and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **CITY** or other additional insured party. At **CITY's** option, the deductibles or self-insured retentions with respect to **CITY** shall be reduced or eliminated to **CITY's** satisfaction, or **CONSULTANT** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. **Proof of Insurance.** **CONSULTANT** shall provide to the PROJECT MANAGER all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **CITY** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **CONSULTANT**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by the **CITY**.

EXHIBIT A**PICKLEWEED PARK ENHANCEMENT PROJECT**

San Rafael

TASK 1 - PROJECT MANAGEMENT & COORDINATION

The objective of this task is to team with City Staff to efficiently guide the project through all tasks outlined below in order to ensure high quality deliverables that are on schedule and on budget.

Subtask 1.1 Project Management

Organize kickoff meeting with City Staff. This meeting will include:

- Review project goals and existing base information
- Roles and communication protocols between team and City Staff
- Develop and maintain baseline schedule for the project
- Review budget
- Identify project challenges and constraints
- Attend kick-off meeting with City Staff and design team.
- Ensure project compliance with federal requirements and assist City with documentation and exhibits for grant reimbursements.

DELIVERABLES:

Issues Matrix
 Project Schedule (Maintained monthly)
 Meeting Agendas & Minutes
 Federal Grant Reimbursement Documentation

MEETINGS:

Kick Off Meeting (In-Person)	1
Ongoing Meetings (Virtual)	24

TASK 2 – DESIGN

The objective of this task is to gather all necessary data, build stakeholder consensus and formalize the goals, program and desired outcomes into a cohesive package for use in developing Construction Documents.

Subtask 2.1 – Base Development and Coordination

Conduct a preliminary assessment to analyze project areas for potential issues such as right-of-way constraints, environmental issues, accessibility issues, and drainage. Review prior studies/reports conducted for the Pickleweed field renovation.

Consolidate information for project, information provided by City includes:

- CAD topographic Survey
- Above ground and underground utility information
- Survey of existing electrical systems to determine suitability for reuse and connection to new equipment
- Brief description of geologic and groundwater conditions based on our exploration
- Seismicity evaluation including 2019 CBC criteria
- Discussion regarding ongoing and potential future settlements due to compressible bay mud below the project site
- Criteria for site grading, including demolition, new fill quality, and compaction criteria
- Geotechnical design criteria for the foundations
- Criteria and recommendations for exterior concrete slabs-on-grade
- Recommendations for new asphalt pavements
- Other geotechnical items relevant to the project
- Site visit to assess demolition of existing restroom facility

EXHIBIT A

- Collect samples of existing restroom materials: Vinyl tile, paint, drywall system, caulking, roof system to determine hazardous materials which may be present.
- Prepare abatement specifications for handling and removal of hazardous materials.
- Prepare arborist report for approximately 40 trees

Subtask 2.2 – Community Outreach

Work with city staff to plan coordinate and facilitate public meetings with relevant stakeholder groups for project input.

- Develop engagement plan and collateral (project branding, messaging, project logo, webpage hosted on City-website)
- Create a matrix of stakeholder meeting participants and level of engagement
- Explore potential linkages to community event, such as farmers markets or scheduled City-wide events
- Develop outreach collateral (flyers, mailers, banners, social media graphics, meeting exhibits)
- Translation of outreach collateral in Spanish

Work with the City to identify appropriate communication channels. These might include:

- Social media (Facebook, Instagram, Twitter, NextDoor)
- Informational booth at City events or meetings
- Newsletter for local schools / community groups
- Signage at park site (Gates to provide content, City to produce)
- Postcard mailers (Gates to provide content, City to print and mail)

Facilitate meetings with Stakeholders and Community:

- Preparation of illustrative plans and graphics to support public outreach efforts.
 - Stakeholder Meetings will be virtual with up to 4 meetings. Meetings will gather data from relevant stakeholders (i.e., community groups, neighborhood associations)
 - Community Meeting #1 will ask for input on project amenities. One meeting will be held in person and a second virtually with the same content.
 - Community Meeting #2 will solicit input on proposed concepts. One meeting will be held in person and a second virtually with the same content.
 - Online survey to run concurrent with community meetings #1 and #2.

Public Meeting presentations:

- Attend one City Council presentation
- Attend two Council subcommittee presentations

Subtask 2.3 – 35% Design Development

Work with staff to develop a detailed design plan, based on approved Master Plan to align with project budget including:

- Refined layout of hardscape and softscape
- Preliminary details and cut sheets for site elements: Prefabricated Restroom Replacement, Gazebo, fencing, fitness equipment, play elements, and sports courts
- Cut sheets of site furniture and materials
- Images, color and finish of all site paving materials
- Preliminary ADA site grading and drainage design
- Preliminary storm water management concepts

EXHIBIT A

- Preliminary utility layout
- Preliminary lighting fixture and security camera selection and locations
- Initial coordination with applicable regulatory agencies, stakeholders and material/equipment suppliers.
- Consult with the project team and respond to requests for information as project design advances

Subtask 2.4 – Cost Estimate

Develop engineers opinion of probable costs for park improvements.

DELIVERABLES:

Arborist report
 Hazardous materials survey
 Geotechnical Report
 35% Conceptual Plans (22x34) & Estimate (PDF, AutoCAD, Word, Excel)
 Public Meeting Materials (Illustrative Site Plans, Exhibits)

MEETINGS:

Staff	2
Stakeholder Meetings	4
Community Meetings	4
City Council	1
Council Subcommittee	2
Site Visit	1 (per consultant)

TASK 3 – CONSTRUCTION DOCUMENTATION

The objective of this task is to develop a set of construction documents that honor the promises of the Master Plan and can be achieved within project budget and can be used for permitting bid purposes.

Subtask 3.1 – 65% PS&E

Meet with City Staff to review 35% Design Development Plans and Estimate. Prepare response to DD comments.

Prepare preliminary construction documents, specifications and revise DD cost estimate, including:

- Titlesheet and notes
- Existing conditions and demolition plan
- Accessible path of travel plan
- Horizontal control plan
- ADA grading and drainage plan
- Prefabricated Restroom Plans
- Utility plan
- Erosion control plan
- Storm Water Control Plan
- Signage and striping plan
- Electrical plan
- Lighting fixture selections
- Light fixture layout and calculations
- Site layout and materials plan
- Planting Plan
- Details for:
 - Fencing and gates
 - Gazebo
 - Restroom foundation
 - Flag poles
 - Planting
 - Play Equipment

EXHIBIT A

- Site paving sections
- Stormwater treatment/detention areas
- Site Accessories (backstop, BBQs, benches, bike racks, drinking fountains, bottle fillers, picnic tables, trash receptacles, goals)
- Pavement sections
- Light pole bases, conduit installation details, pull box installation details
- Utility structures
- LID treatment features
- Engineers' opinion of probable construction costs to include all anticipated labor, materials and lump sums that are delineated on the plans and specifications of the project.
- Specifications in Caltrans Standard Format

Subtask 3.2 – 95% PS&E

Based on City comments, refine 65% construction documents, technical specifications and Engineers opinion of probable construction costs

- Conduct internal quality control
- Meeting with City to review.

Subtask 3.3 – 100% PS&E

Based on city 95% comments, prepare 100% plans, technical specifications, and cost estimate, including potential add alternates to be defined within the construction documents. Refine the plans listed above including:

- Stormwater Pollution Prevention Plan
- Stormwater Management Plan
- Irrigation Plan
- Water Efficient Landscape calculations. (Water-Use calculations)
- Structural calculations
- Energy compliance forms
- Accessibility compliance
- Engineers' opinion of probable construction costs includes all anticipated labor, materials and lump sums that are delineated on the plans and specifications of the project.
- Project specifications and bid form
- Conduct internal quality control RFI's and addenda for construction
- Review all construction bids received and make a recommendation to the City for award of construction contract.

Subtask 3.4 – Bid Submittal

Respond to City comments and provide Final Bid Set to City for bidding purposes:

- Set of electronic plans (22x34)
- Printed, stamped and signed specifications in Word and PDF format
- Printed, stamped and signed Engineers opinion of probable construction costs in Excel and PDF format)

DELIVERABLES:

Submittals (65%, 95% and 100%PS&E and Bid Set) 22x34 PDF, Word and Excel Format

MEETINGS:

Staff 4

EXHIBIT A

TASK 4 – ENVIRONMENTAL COMPLIANCE & PERMITTING

The objective of this task is to support the City in securing all permit approvals required for the project.

Subtask 4.1 – Compliance & Permitting Support

- Monitor project development to ensure project design complies with the project description in the notice of exemption.
- Coordinate with City’s contracted environmental consultant, as needed to assist with BCDC permit application (BCDC permitting to be handled by the city’s environmental consultant). Prepare plans and exhibits that may include:
 - Illustrative Site Plan
 - Pedestrian Circulation
 - Proposed Programming Elements
 - Site Materials, Furnishings, and Lighting Plan
 - Preliminary Plant Palette
 - Proposed Grading Concept
 - Enlarged detail studies of key program areas:
 - Coordinate BCDC documents and deliverables with Design Team.
 - Review BCDC comments and provide refined package for resubmittal(s) BCDC application
 - Attendance at 2 BCDC meetings
- Provide project design to environmental consultant in AutoCAD or GIS format, properly referenced to a geographic coordinate system, and provide information relating to the project design.
- Prepare required documentation and exhibits LWCF grant reimbursements
- Work with city staff, as needed to prepare and submit documents required for obtaining all city permits, pertinent to the project.

DELIVERABLES:

(3) BCDC documentation (electronic)
 Permit applications and supplemental information, as required.
 Documentation for LWCF grant reimbursement

MEETINGS:

BCDC meetings 3

TASK 5 – FINAL BID PHASE & BID SUPPORT

The objective of this task is to support the City’s public bid process and provide recommendations for award of contract

Subtask 5.1 – Bid Support Services

- Attendance at pre-bid meeting
- Respond to questions, prepare addenda if necessary and participate in evaluation of the proposals.
- Provide final conform set of plans and specifications incorporating all RFI’s and addenda for construction
- Review construction bids received and make a recommendation to the City for award of construction contract.
- Virtual team coordination meetings (Miller Pacific)
- Review project plans as they near completion to determine whether the intent of the geotechnical and pavement recommendations have been sufficiently incorporated. (Miller Pacific)

DELIVERABLES:

Addenda
 Conform Plans and Specifications

MEETINGS:

Pre-Bid Meeting 1

TASK 6 – CONSTRUCTION SUPPORT SERVICES

The objective of this task is to support the City's construction management team to verify the quality of materials, respond to unforeseen field conditions and to ensure change orders, if any, are appropriate.

Subtask 6.1 – Construction Meetings & Observation

- Attendance at (1) pre-construction meeting
- Attendance at weekly construction meetings (in person/virtual) for the duration of construction.
- Site visits in conjunction with RFI responses or general project review and prepare reports and punch lists on construction progress and quality with recommendations for correction of deficiencies observed. Assume a minimum of (6) site visits by the Landscape Architect as the prime consultant and (4) visits each by the sub-consultants.
- Final Punch Walks and punch lists by each discipline at the Completion of the project
- Observe and test the geotechnical portions of the contractor’s work

Subtask 6.2 – Construction Administration

- Coordinate design team construction administration, review product submittals, review and respond to RFIs, and review change orders.
- Assist the City in preparation of contract change orders, as necessary.

Subtask 6.3 – As-builts

- At completion of construction, prepare record drawings using contractor mark-ups.

DELIVERABLES:

Addenda
 Submittal and RFI Responses
 Field Reports and Punch Lists
 Record Drawings (PDF and AutoCAD format)
 Meeting Agendas & Minutes

MEETINGS:

Pre-Construction 1
 Site Visits 6 by Prime Consultant
 Site Visits 4 by each Subconsultant
 Construction Meetings 24 (Virtual or In-Person as required)
 Final Punch Walk 1 by each discipline

TASK 7 – LAND SURVEY SERVICES

The objective of this task is to provide underground locating and supplemental topography

Subtask 7.1 – Underground Locating Services and Additional Surveying

- BKF will provide limited utility investigation services within the limits of work using industry acceptable methods to determine the approximate horizontal position and count of existing utilities. BKF’s field crews will use a combination of water-based paint and pin flags (in the appropriate APWA color) to mark the results of our investigation on the ground surface. BKF will compare any available utility record information (supplied by client) with the results of field investigation services to attempt to map underground utilities encountered during the investigation. Utilities not identifiable by BKF’s field crews due to lack of utility record information or above ground appurtenances will be marked with pink paint on the ground surface and annotated as “Unknown” on the project deliverables. BKF will make an effort to determine the location of all underground utilities; however, due to technical limitations of today’s most modern equipment, no guarantee (expressed or implied) can be made. BKF to provide underground survey information for lighting on park site.
- Once utility markings are complete, BKF’s field crews will locate the paint markings and utilize the field data with provided as-builts to show the underground utilities encountered on the project’s existing conditions base mapping.

EXHIBIT A***Subtask 7.2 – Boundary Surveying***

- Coordinate receipt of a title report through a title researcher. BKF will not be responsible for the title services, but will coordinate the procurement of the report and passthrough the costs as a part of the amendment
- Research public and known private records archives (fees to access archives are not included)
- Perform a field survey to locate evidence of the title lines delineated in the report
- Plot boundary lines on the previously prepared topographic map
- Plot easements disclosed in the title report on the previously prepared topographic map

Subtask 7.3 -- Record of Survey

- Prepare and file a Record of Survey with the Marin County Surveyor's Office in accordance with Section 8762 of the California Professional Land Surveyor's Act

DELIVERABLES:

Underground and Topographic Survey

Boundary Survey

Record Survey

TASK 8 – PRE-FABRICATED DESIGN SERVICES***Subtask 8.1 – Pre-fabricated Restroom Drawings and Specifications***

- Preferred pre-fabricated restroom manufacturer to provide complete construction documents, structural calculations, and specifications for submittal and permit review.
- Review, coordinate, and finalize all materials, finishes, colors, hardware, lighting, and locks for restroom.

Subtask 6.3 – Pre-fabricated Gazebo Drawings and Specifications

- Preferred pre-fabricated gazebo manufacturer to provide complete construction documents, structural calculations, and specifications for submittal and permit review.
- Review, coordinate, and finalize all materials, finishes, colors, hardware, and lighting for Gazebo.

DELIVERABLES:

Building Department submittal for pre-fabricated restroom and gazebo

TASK 9 – MISCELLANEOUS

- Miscellaneous tasks to be determined during the course of the project.

ASSUMPTIONS/EXCLUSIONS:

- Scope is based on a single set of Design/Construction Documents as shown on the Masterplan
- The structural scope is limited to miscellaneous site elements including fence post footings and pole footings for security cameras and basketball posts. Structural engineering, play equipment and fitness equipment shall be provided by the manufacturer at the time of purchase order.
- Structural engineering and permit drawings from the prefabricated manufacturer for the Restroom and Gazebo are assumed amounts as fees vary by the final preferred vendor.
- The Enforcement Agency will be the City of San Rafael and the applicable design code will be the 2022 CBC.
- Structural modification to any existing buildings, site structures or elements beyond what is described is not included.
- Hazardous materials testing is limited to lead and asbestos on the existing restroom to be demolished.
- Permit, plan check, inspection and other agency fees are not included.

EXHIBIT A

- Services not defined above will be considered Additional Services.

EXHIBIT B

	SUMMARY BY COMPANY									SUBTOTAL
	GATES+ ASSOCIATES	ATIUM	MILLER PACIFIC	BKF	RMA	LIONAKIS	WOODREVE	INTERTEK PSI	VENDOR	
TASK 1 - PROJECT MANAGEMENT & COORDINATION										
Subtotal Fee	\$22,600	\$0	\$0	\$15,408	\$800	\$0	\$0	\$0	\$0	\$38,808
TASK 2 - DESIGN										
Subtotal Fee	\$55,640	\$2,320	\$8,510	\$17,646	\$1,200	\$1,530	\$4,000	\$1,600		\$92,446
TASK 3 - CONSTRUCTION DOCUMENTATION										
Subtotal Fee	\$61,720	\$21,030	\$3,000	\$30,224	\$11,600	\$15,645	\$0	\$0		\$143,219
TASK 4 - ENVIRONMENTAL COMPLIANCE & PERMITTING										
Subtotal Fee	\$15,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$15,500
TASK 5- FINAL BID PHASE AND BID SUPPORT PHASE										
Subtotal Fee	\$9,760	\$730	\$0	\$4,583	\$800	\$0	\$0	\$0		\$15,873
TASK 6 - CONSTRUCTION SUPPORT SERVICES										
Subtotal Fee	\$44,560	\$4,360	\$8,510	\$17,828	\$3,900	\$5,005	\$1,200	\$0		\$85,363
TASK 7 - LAND SURVEYING SERVICES										
Subtotal Fee	\$0	\$0	\$0	\$37,500	\$0	\$0	\$0	\$0		\$37,500
TASK 8 - PRE-FABRICATED DESIGN SERVICES										
Subtotal Fee									\$35,000	\$35,000
TASK 9 - MISCELLANEOUS										
Subtotal Fee										\$25,000
SUB TOTAL	\$209,780	\$28,440	\$20,020	\$123,189	\$18,300	\$22,180	\$5,200	\$1,600	\$35,000	\$488,709
Reimbursable Allowance	\$5,000	\$825	\$825	\$825	\$825	\$1,000	\$125	\$600		\$10,025
TOTAL										\$498,734

EXHIBIT B

GATES + ASSOCIATES						
	Principal-in-Charge	Project Manager	Outreach Coordinator	Production		
Hourly Rate	\$200	\$175	\$160	\$110	SUBTOTAL	
TASK 1 - PROJECT MANAGEMENT & COORDINATION						
Subtask 1.1	Project Management	20	88	20		
SUBTASK HOURS		20	88	20	0	
SUBTOTAL FEE		\$4,000	\$15,400	\$3,200	\$0	\$22,600
TASK 2 - DESIGN						
Subtask 2.1	Base Development & Coordination	10	24		8	
Subtask 2.2	Community Outreach	10	24	160	24	
Subtask 2.3	Design Development	10	24		36	
Subtask 2.4	Cost Estimate	4	8		16	
SUBTASK HOURS		34	80	160	84	
SUBTOTAL FEE		\$6,800	\$14,000	\$25,600	\$9,240	\$55,640
TASK 3 - CONSTRUCTION DOCUMENTATION						
Subtask 3.1	65% PS&E	10	48		72	
Subtask 3.2	95% PS&E	10	48		60	
Subtask 3.3	100% PS&E	10	48		48	
Subtask 3.4	Bid Submittal	8	32		32	
SUBTASK HOURS		38	176	0	212	
SUBTOTAL FEE		\$7,600	\$30,800	\$0	\$23,320	\$61,720
TASK 4 - ENVIRONMENTAL COMPLIANCE AND PERMITTING						
Subtask 4.1	Compliance & Permitting Support	24	36		40	
SUBTASK HOURS		24	36	0	40	
SUBTOTAL FEE		\$4,800	\$6,300	\$0	\$4,400	\$15,500
TASK 5 - FINAL BID PHASE AND BID SUPPORT PHASE						
Subtask 5.1	Bid Support Services	8	24		36	
SUBTASK HOURS		8	24	0	36	
SUBTOTAL FEE		\$1,600	\$4,200	\$0	\$3,960	\$9,760
TASK 6 - CONSTRUCTION SUPPORT SERVICES						
Subtask 6.1	Construction Meeting and Observation	16	48		36	
Subtask 6.2	Construction Administration		120		36	
Subtask 6.3	As-Builts		8		24	
SUBTASK HOURS		16	176	0	96	
SUBTOTAL FEE		\$3,200	\$30,800	\$0	\$10,560	\$44,560
TASK 7 - LAND SURVEYING SERVICES						
Subtask 7.1	Underground Locating Services & Additional Surveying					
Subtask 7.2	Boundary Surveying					
Subtask 7.3	Record of Survey					
SUBTASK HOURS		0	0	0	0	
SUBTOTAL FEE		\$0	\$0	\$0	\$0	\$0
TOTAL						\$209,780
Reimbursable Allowance						\$ 5,000

EXHIBIT B

		ATIUM			
		Principal	Engineer	Drafter	
Hourly Rate		\$180	\$150	\$125	SUBTOTAL
TASK 1 - PROJECT MANAGEMENT & COORDINATION					
Subtask 1.1	Project Management				
SUBTASK HOURS		0	0	0	
SUBTOTAL FEE		\$0	\$0	\$0	\$0
TASK 2 - DESIGN					
Subtask 2.1	Base Development & Coordination				
Subtask 2.2	Community Outreach				
Subtask 2.3	Design Development	4	4	8	
Subtask 2.4	Cost Estimate				
SUBTASK HOURS		4	4	8	
SUBTOTAL FEE		\$720	\$600	\$1,000	\$2,320
TASK 3 - CONSTRUCTION DOCUMENTATION					
Subtask 3.1	65% PS&E	4	8	16	
Subtask 3.2	95% PS&E	6	20	40	
Subtask 3.3	100% PS&E	6	16	32	
Subtask 3.4	Bid Submittal		2	2	
SUBTASK HOURS		16	46	90	
SUBTOTAL FEE		\$2,880	\$6,900	\$11,250	\$21,030
TASK 4 - ENVIRONMENTAL COMPLIANCE AND PERMITTING					
Subtask 4.1	Compliance & Permitting Support				
SUBTASK HOURS		0	0	0	
SUBTOTAL FEE		\$0	\$0	\$0	\$0
TASK 5 - FINAL BID PHASE AND BID SUPPORT PHASE					
Subtask 5.1	Bid Support Services	1	2	2	
SUBTASK HOURS		1	2	2	
SUBTOTAL FEE		\$180	\$300	\$250	\$730
TASK 6 - CONSTRUCTION SUPPORT SERVICES					
Subtask 6.1	Construction Meeting and Observation	6			
Subtask 6.2	Construction Administration	1	12		
Subtask 6.3	As-Builts		2	8	
SUBTASK HOURS		7	14	8	
SUBTOTAL FEE		\$1,260	\$2,100	\$1,000	\$4,360
TASK 7 - LAND SURVEYING SERVICES					
Subtask 7.1	Underground Locating Services & Additional Surveying				
Subtask 7.2	Boundary Surveying				
Subtask 7.3	Record of Survey				
SUBTASK HOURS		0	0	0	
SUBTOTAL FEE		\$0	\$0	\$0	\$0
TOTAL					\$28,440
Reimbursable Allowance					\$ 825

EXHIBIT B

		MILLER PACIFIC					
		Principal Engineer / Geologist	Senior Engineer / Geologist	Staff Engineer / Geologist	Engineering Tech	Project Assistant	
Hourly Rate		\$260	\$200	\$150	\$120	\$85	SUBTOTAL
TASK 1 - PROJECT MANAGEMENT & COORDINATION							
Subtask 1.1	Project Management						
	SUBTASK HOURS	0	0	0	0	0	
	SUBTOTAL FEE	\$0	\$0	\$0	\$0	\$0	\$0
TASK 2 - DESIGN							
Subtask 2.1	Base Development & Coordination	8	8	16	16	6	
Subtask 2.2	Community Outreach						
Subtask 2.3	Design Development						
Subtask 2.4	Cost Estimate						
	SUBTASK HOURS	8	8	16	16	6	
	SUBTOTAL FEE	\$2,080	\$1,600	\$2,400	\$1,920	\$510	\$8,510
TASK 3 - CONSTRUCTION DOCUMENTATION							
Subtask 3.1	65% PS&E						
Subtask 3.2	95% PS&E			20			
Subtask 3.3	100% PS&E						
Subtask 3.4	Bid Submittal						
	SUBTASK HOURS	0	0	20	0	0	
	SUBTOTAL FEE	\$0	\$0	\$3,000	\$0	\$0	\$3,000
TASK 4 - ENVIRONMENTAL COMPLIANCE AND PERMITTING							
Subtask 4.1	Compliance & Permitting Support						
	SUBTASK HOURS	0	0	0	0	0	
	SUBTOTAL FEE	\$0	\$0	\$0	\$0	\$0	\$0
TASK 5 - FINAL BID PHASE AND BID SUPPORT PHASE							
Subtask 5.1	Bid Support Services						
	SUBTASK HOURS	0	0	0	0	0	
	SUBTOTAL FEE	\$0	\$0	\$0	\$0	\$0	\$0
TASK 6 - CONSTRUCTION SUPPORT SERVICES							
Subtask 6.1	Construction Meeting and Observation	8	8	16	16	6	
Subtask 6.2	Construction Administration						
Subtask 6.3	As-Builts						
	SUBTASK HOURS	8	8	16	16	6	
	SUBTOTAL FEE	\$2,080	\$1,600	\$2,400	\$1,920	\$510	\$8,510
TASK 7 - LAND SURVEYING SERVICES							
Subtask 7.1	Underground Locating Services & Additional Surveying						
Subtask 7.2	Boundary Surveying						
Subtask 7.3	Record of Survey						
	SUBTASK HOURS	0	0	0	0	0	
	SUBTOTAL FEE	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL							\$20,020
Reimbursable Allowance							\$ 825

EXHIBIT B

		BKF							
Hourly Rate		Vice President	Project Manager	Senior Project Engineer	Field Crew	Senior Project Surveyor	Drafter II	Engineering Technician III	
		\$291	\$247	\$212	\$348	\$212	\$140	\$180	SUBTOTAL
TASK 1 - PROJECT MANAGEMENT & COORDINATION									
Subtask 1.1	Project Management	10	30	24					
SUBTASK HOURS		10	30	24	0	0	0	0	
SUBTOTAL FEE		\$2,910	\$7,410	\$5,088	\$0	\$0	\$0	\$0	\$15,408
TASK 2 - DESIGN									
Subtask 2.1	Base Development & Coordination							8	
Subtask 2.2	Community Outreach	2		4					
Subtask 2.3	Design Development	2	6	20				40	
Subtask 2.4	Cost Estimator			6					
SUBTASK HOURS		4	6	30	0	0	0	48	
SUBTOTAL FEE		\$1,164	\$1,482	\$6,360	\$0	\$0	\$0	\$8,640	\$17,646
TASK 3 - CONSTRUCTION DOCUMENTATION									
Subtask 3.1	65% PS&E		6	20				32	
Subtask 3.2	95% PS&E		4	16				24	
Subtask 3.3	100% PS&E		4	12				16	
Subtask 3.4	Bid Submittal		2	8				8	
SUBTASK HOURS		0	16	56	0	0	0	80	
SUBTOTAL FEE		\$0	\$3,952	\$11,872	\$0	\$0	\$0	\$14,400	\$30,224
TASK 4 - ENVIRONMENTAL COMPLIANCE AND PERMITTING									
Subtask 4.1	Compliance & Formatting Support								
SUBTASK HOURS		0	0	0	0	0	0	0	
SUBTOTAL FEE		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TASK 5 - FINAL BID PHASE AND BID SUPPORT PHASE									
Subtask 5.1	Bid Support Services	0	5	9				8	
SUBTASK HOURS		0	5	9	0	0	0	8	
SUBTOTAL FEE		\$0	\$1,235	\$1,908	\$0	\$0	\$0	\$1,440	\$4,583
TASK 6 - CONSTRUCTION SUPPORT SERVICES									
Subtask 6.1	Construction Meeting and Observation		20	12					
Subtask 6.2	Construction Administration			40					
Subtask 6.3	As-Builts			2				8	
SUBTASK HOURS		0	20	54	0	0	0	8	
SUBTOTAL FEE		\$0	\$4,940	\$11,448	\$0	\$0	\$0	\$1,440	\$17,828
TASK 7 - LAND SURVEYING SERVICES									
Subtask 7.1	Underground Locating Services & Additional Surveying	4	2		16	8	32		
Subtask 7.2	Boundary Surveying	8	1		32	8	8		
Subtask 7.3	Record of Survey	4	1		8	8	12		
SUBTASK HOURS		16	4	0	56	24	52	0	
SUBTOTAL FEE		\$4,656	\$988	\$0	\$19,488	\$5,088	\$7,280	\$0	\$37,500
TOTAL									\$123,189
Reimbursable Allowance									\$ 825

EXHIBIT B

		RMA					
		Principal	Project Manager	Design Assistant	Drafter	Clerical	
Hourly Rate		\$200	\$150	\$125	\$100	\$95	SUBTOTAL
TASK 1 - PROJECT MANAGEMENT & COORDINATION							
Subtask 1.1	Project Management	4					
SUBTASK HOURS		4	0	0	0	0	
SUBTOTAL FEE		\$800	\$0	\$0	\$0	\$0	\$800
TASK 2 - DESIGN							
Subtask 2.1	Base Development & Coordination						
Subtask 2.2	Community Outreach						
Subtask 2.3	Design Development		8				
Subtask 2.4	Cost Estimate						
SUBTASK HOURS		0	8	0	0	0	
SUBTOTAL FEE		\$0	\$1,200	\$0	\$0	\$0	\$1,200
TASK 3 - CONSTRUCTION DOCUMENTATION							
Subtask 3.1	65% PS&E	4	12	16			
Subtask 3.2	95% PS&E	8	12	16			
Subtask 3.3	100% PS&E		4	4			
Subtask 3.4	Bid Submittal			4			
SUBTASK HOURS		12	28	40	0	0	
SUBTOTAL FEE		\$2,400	\$4,200	\$5,000	\$0	\$0	\$11,600
TASK 4 - ENVIRONMENTAL COMPLIANCE AND PERMITTING							
Subtask 4.1	Compliance & Formatting Support						
SUBTASK HOURS		0	0	0	0	0	
SUBTOTAL FEE		\$0	\$0	\$0	\$0	\$0	\$0
TASK 5 - FINAL BID PHASE AND BID SUPPORT PHASE							
Subtask 5.1	Compliance & Permitting Support	4					
SUBTASK HOURS		4	0	0	0	0	
SUBTOTAL FEE		\$800	\$0	\$0	\$0	\$0	\$800
TASK 6 - CONSTRUCTION SUPPORT SERVICES							
Subtask 6.1	Construction Meeting and Observation		8				
Subtask 6.2	Construction Administration		8	4			
Subtask 6.3	As-Builts			8			
SUBTASK HOURS		0	16	12	0	0	
SUBTOTAL FEE		\$0	\$2,400	\$1,500	\$0	\$0	\$3,900
TASK 7 - LAND SURVEYING SERVICES							
Subtask 7.1	Underground Locating Services & Additional Surveying						
Subtask 7.2	Boundary Surveying						
Subtask 7.3	Record of Survey						
SUBTASK HOURS		0	0	0	0	0	
SUBTOTAL FEE		\$0	\$0	\$0	\$0	\$0	
TOTAL							\$18,300
Reimbursable Allowance							\$ 825

EXHIBIT B

		LIONAKIS					
		Principal	Senior Associate - Engineering	Engineer II	Senior BIM Technician	Project Coordinator	
Hourly Rate		\$285	\$255	\$195	\$175	\$115	SUBTOTAL
TASK 1 - PROJECT MANAGEMENT & COORDINATION							
Subtask 1.1	Project Management						
SUBTASK HOURS		0	0	0	0	0	
SUBTOTAL FEE		\$0	\$0	\$0	\$0	\$0	\$0
TASK 2 - DESIGN							
Subtask 2.1	Base Development & Coordination		6				
Subtask 2.2	Community Outreach						
Subtask 2.3	Design Development						
Subtask 2.4	Cost Estimate						
SUBTASK HOURS		0	6	0	0	0	
SUBTOTAL FEE		\$0	\$1,530	\$0	\$0	\$0	\$1,530
TASK 3 - CONSTRUCTION DOCUMENTATION							
Subtask 3.1	65% PS&E		6	12	12	1	
Subtask 3.2	95% PS&E	1	6	8	8	1	
Subtask 3.3	100% PS&E	1	4	2	4	1	
Subtask 3.4	Bid Submittal	1	4	2	2	1	
SUBTASK HOURS		3	20	24	26	4	
SUBTOTAL FEE		\$855	\$5,100	\$4,680	\$4,550	\$460	\$15,645
TASK 4 - ENVIRONMENTAL COMPLIANCE AND PERMITTING							
Subtask 4.1	Compliance & Permitting Support						
SUBTASK HOURS		0	0	0	0	0	
SUBTOTAL FEE		\$0	\$0	\$0	\$0	\$0	\$0
TASK 5 - FINAL BID PHASE AND BID SUPPORT PHASE							
Subtask 5.1	Bid Support Services						
SUBTASK HOURS		0	0	0	0	0	
SUBTOTAL FEE		\$0	\$0	\$0	\$0	\$0	\$0
TASK 6 - CONSTRUCTION SUPPORT SERVICES							
Subtask 6.1	Construction Meeting and Observation						
Subtask 6.2	Construction Administration		4	10	2	4	
Subtask 6.3	As-Builts		1	2	2	2	
SUBTASK HOURS		0	5	12	4	6	
SUBTOTAL FEE		\$0	\$1,275	\$2,340	\$700	\$690	\$5,005
TASK 7 - LAND SURVEYING SERVICES							
Subtask 7.1	Underground Locating Services & Additional Surveying						
Subtask 7.2	Boundary Surveying						
Subtask 7.3	Record of Survey						
SUBTASK HOURS		0	0	0	0	0	
SUBTOTAL FEE		\$0	\$0	\$0	\$0	\$0	\$0
TOTAL							\$22,180
Reimbursable Allowance							\$ 1,000

EXHIBIT B

		WOODREVE	
		Principal	
Hourly Rate		\$200	SUBTOTAL
TASK 1 - PROJECT MANAGEMENT & COORDINATION			
Subtask 1.1	Project Management		
SUBTASK HOURS		0	
SUBTOTAL FEE		\$0	\$0
TASK 2 - DESIGN			
Subtask 2.1	Base Development & Coordination	20	
Subtask 2.2	Community Outreach		
Subtask 2.3	Design Development		
Subtask 2.4	Cost Estimate		
SUBTASK HOURS		20	
SUBTOTAL FEE		\$4,000	\$4,000
TASK 3 - CONSTRUCTION DOCUMENTATION			
Subtask 3.1	65% PS&E		
Subtask 3.2	95% PS&E		
Subtask 3.3	100% PS&E		
Subtask 3.4	Bid Submittal		
SUBTASK HOURS		0	
SUBTOTAL FEE		\$0	\$0
TASK 4 - ENVIRONMENTAL COMPLIANCE AND PERMITTING			
Subtask 4.1	Compliance & Permitting Support		
SUBTASK HOURS		0	
SUBTOTAL FEE		\$0	\$0
TASK 5 - FINAL BID PHASE AND BID SUPPORT PHASE			
Subtask 5.1	Bid Support Services		
SUBTASK HOURS		0	
SUBTOTAL FEE		\$0	\$0
TASK 6 - CONSTRUCTION SUPPORT SERVICES			
Subtask 6.1	Construction Meeting and Observation	6	
Subtask 6.2	Construction Administration		
Subtask 6.3	As-Builts		
SUBTASK HOURS		6	
SUBTOTAL FEE		\$1,200	\$1,200
TASK 7 - LAND SURVEYING SERVICES			
Subtask 7.1	Underground Locating Services & Additional Surveying		
Subtask 7.2	Boundary Surveying		
Subtask 7.3	Record of Survey		
SUBTASK HOURS		0	
SUBTOTAL FEE		\$0	\$0
TOTAL			\$5,200
Reimbursable Allowance			\$ 125

EXHIBIT B

		INTERTEK PSI	
		Principal	
Hourly Rate		\$200	SUBTOTAL
TASK 1 - PROJECT MANAGEMENT & COORDINATION			
Subtask 1.1	Project Management		
SUBTASK HOURS		0	
SUBTOTAL FEE		\$0	\$0
TASK 2 - DESIGN			
Subtask 2.1	Base Development & Coordination	8	
Subtask 2.2	Community Outreach		
Subtask 2.3	Design Development		
Subtask 2.4	Cost Estimate		
SUBTASK HOURS		8	
SUBTOTAL FEE		\$1,600	\$1,600
TASK 3 - CONSTRUCTION DOCUMENTATION			
Subtask 3.1	65% PS&E		
Subtask 3.2	95% PS&E		
Subtask 3.3	100% PS&E		
Subtask 3.4	Bid Submittal		
SUBTASK HOURS		0	
SUBTOTAL FEE		\$0	\$0
TASK 4 - ENVIRONMENTAL COMPLIANCE AND PERMITTING			
Subtask 4.1	Compliance & Permitting Support		
SUBTASK HOURS		0	
SUBTOTAL FEE		\$0	\$0
TASK 5 - FINAL BID PHASE AND BID SUPPORT PHASE			
Subtask 5.1	Bid Support Services		
SUBTASK HOURS		0	
SUBTOTAL FEE		\$0	\$0
TASK 6 - CONSTRUCTION SUPPORT SERVICES			
Subtask 6.1	Construction Meeting and Observation	0	
Subtask 6.2	Construction Administration		
Subtask 6.3	As-Builts		
SUBTASK HOURS		0	
SUBTOTAL FEE		\$0	\$0
TASK 7 - LAND SURVEYING SERVICES			
Subtask 7.1	Underground Locating Services & Additional Surveying		
Subtask 7.2	Boundary Surveying		
Subtask 7.3	Record of Survey		
SUBTASK HOURS		0	
SUBTOTAL FEE		\$0	\$0
TOTAL			\$1,600
Reimbursable Allowance			\$ 600