



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

**Department: Public Works**

**Prepared by: Sage Crosby, Junior Engineer  
April Miller, Public Works Director**

**City Manager Approval:** 

File No.: 06.07.13

**TOPIC: PEACOCK GAP PARK PLAYGROUND PROJECT**

**SUBJECT: AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH ROYSTON, HANAMOTO, ALLEY & ABEY FOR LANDSCAPE ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE PEACOCK GAP PARK PLAYGROUND PROJECT IN THE AMOUNT NOT TO EXCEED \$130,000**

**RECOMMENDATION:** Authorize the City Manager to enter into a Professional Services Agreement with Royston, Hanamoto, Alley & Abey in the amount not to exceed \$130,000 and appropriate funds for the contract.

**BACKGROUND:** Peacock Gap Park is a neighborhood park located on 4.1 acres of land in the San Pedro Peninsula of San Rafael. Park amenities include a playground, restroom, tennis courts, picnic tables, and a parcourse. Peacock Gap is one of the City's most frequently visited parks and is proposed as one of the near-term priority park projects in the 2023 Citywide Parks and Recreation Master Plan (CPRMP).

While the CPRMP identifies several improvements for Peacock Gap Park, this project will focus on the play areas. This includes redesigning the existing play area to replace the playground structures, installing engineered wood surfacing and landscaping, addressing ADA access and parking access, and upgrading nearby benches and picnic tables.

**ANALYSIS:** On September 29, 2023, the City released a Request for Proposals (RFP) for landscape architectural and engineering design services for this project. On October 26, 2023, six proposals from qualified firms were received. Four 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 Royston, Hanamoto, Alley & Abey ("RHAA") and their sub-consultants to be the most qualified consultant team for this project. RHAA 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.

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**FOR CITY CLERK ONLY**

**Council Meeting:**

**Disposition:**

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

**ENVIRONMENTAL DETERMINATION:** This project will qualify for a Categorical Exemption in the following categories: Existing Facilities (§15301); Replacement or Reconstruction (§15302); and Minor Alterations to Land (§15304).

**COMMUNITY OUTREACH:** At the recent movie night at Peacock Gap Park on September 8, 2023, staff shared the City's plan to redesign the playground and collected contact information for community members interested in the project. The City plans to conduct additional outreach efforts, including an in-person event and an online survey, as part of the design process.

**FISCAL IMPACT:** The Peacock Gap Park Project is identified in the 2023-24 Capital Improvement Program. This agreement will be funded with an appropriation of \$130,000 in Measure A funds.

**OPTIONS:**

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

1. Authorize the City Manager to enter into the agreement.
2. Do not authorize the City Manager to enter into the agreement and provide further direction to staff.

**RECOMMENDED ACTION:** Authorize the City Manager to enter into a Professional Services Agreement with Royston, Hanamoto, Alley & Abey in the amount not to exceed \$130,000 and appropriate funds for the contract.

**ATTACHMENT:**

1. Draft PSA with RHAA for Landscape Architectural and Engineering Design Services (with Exhibit A)

**AGREEMENT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN  
THE CITY OF SAN RAFAEL  
AND  
RHAA LANDSCAPE ARCHITECTS  
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 ROYSTON HANAMOTO ALLEY & ABEY (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 December 1, 2023 (“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 \$120,000.

**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.** Sage Crosby 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**. Barbara Lundburg 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:

Sage Crosby, Junior Engineer  
111 Morphew Street  
San Rafael, CA 94901

To **CONSULTANT's** Project Director:

Barbara Lundburg  
225 Miller Avenue  
Mill Valley, CA 94901

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:**

\_\_\_\_\_  
CHRISTINE ALILOVICH, 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. **CONSUTLANT** 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**.

December 1, 2023  
Sage Crosby, EIT  
Junior Engineer  
Department of Public Works  
City of San Rafael, CA

Main Office  
225 Miller Avenue,  
Mill Valley, CA 94941

San Francisco Office  
323 Geary Street, #602  
San Francisco, CA 94102

rhaa.com  
415.383.7900

RE: Landscape Architectural Design Services for Peacock Gap Playground

Dear Sage,

Please find attached RHAA's updated team fee proposal for the renovation of Peacock Gap Park's Children's Play Area. We understand that the Scope of Services will focus on providing new school and tot age play structures, resurfacing the play areas with new engineered wood chips, providing new landscaping, providing ADA access to the playground, and upgrading benches and picnic tables.

The Team Fee Summary includes the proposed fees and detailed information from our two sub-consultants (CSW Stuber Stroeh – Civil Engineering, and Mack5 – Cost Estimation) together with RHAA's fee as the prime consultant.

This is a revised fee proposal based on the Work Plan scope revisions discussed on our call on Friday (11/17). Scope to include:

- **Project Management:** Build time into SD and CD phases.
- **Schematic Design:** Scope remains identical. To include concept plan alternatives, community outreach, and meetings. RHAA to prepare SD ROM estimate.
- **Design Development:** Scope incorporated into CDs.
- **Environmental:** Scope removed. City of San Rafael will prepare an environmental declaration.
- **Construction Documents:** Deliverables remain identical. To include 65% & 100% CDs, and a Bid Set (drawings and technical specs). Mack5 to prepare 65 and 100% CD estimate. A T&M line item has been added in lieu of environmental fee.
- **Bid Support:** Scope remains unchanged.
- **Construction Administration:** Scope remains largely unchanged. OAC Meetings are removed. Site Visits are reduced to 3 occurrences.

Please review the revised fee and let us know if adjustments are needed. We are excited to begin working with you again on Peacock Gap Playground.

Sincerely,



Barbara Lundburg  
Principal, (415) 383-7905  
barbara@rhaa.com



John Martin  
Senior Associate, (415) 762-2531  
[john@rhaa.com](mailto:john@rhaa.com)

**Landscape Architectural and Design Services  
Peacock Gap Park Playground Project No 11436  
Fee Summary for RHAA and Consultant Team  
December 1, 2023**



<b>CONSULTANT TEAM</b>	<b>FEE</b>
RHAA Landscape Architects - Prime Consultant	\$82,692
CSW Stuber Stroeh - Civil Engineering	\$20,600
mack5 - Cost Estimating	\$15,520
<b>Total Proposed Fee Labor</b>	<b>\$118,812</b>
Proposed Reimbursable Costs - printing/ community meeting materials	\$1,188



**Landscape Architectural and Engineering Design Services for  
Peacock Gap Park Playground Project No. 11436  
Fee Proposal for Landscape Architectural Services  
December 1, 2023**



**FEE SUMMARY**

Task 1	Schematic Design	\$	24,140
Task 2	Construction Documents	\$	29,765
Task 3	Bid Phase Support	\$	3,880
Task 4	Construction Administration	\$	17,215
Task 5	Fee for scope to be determined	\$	7,692
<b>Labor Total</b>		<b>\$</b>	<b>82,692</b>

		Principal	Project Manager	Designer
<b>Task 1 Schematic Design</b>		\$300	\$285	\$170
1A.	Orientation Meeting with the City/confirm program and approach Project parameters, work scope, budget, schedule, agency requirements, outreach plan, meeting notes, & schedule	1	1	1
1B.	Develop conceptual plan alternatives	4	14	48
	a. Site			
	b. Playground			
	c. Prepare support graphics of site elements and materials			
1C.	Meet with city staff for review	1	1	1
1D.	Community outreach			
	a. In-person event	4	4	4
	b. Online survey			3
1E.	Incorporate all input and prepare Final Conceptual Playground Plan	1	4	20
1F.	Prepare cost estimate - mack5			
1G.	Present Final Conceptual Playground Plan to the Park and Recreation Commission - 1 meeting		2	2
<b>Hours</b>		11	26	79
<b>Fees</b>		\$3,300	\$7,410	\$13,430
<b>Total Task 1</b>		<b>\$24,140</b>		

**Task 2 Construction Documents**

2A.	Incorporate all comment and develop the following drawings:	3	21	66
	a. Title Sheet			
	b. General Notes and Legends			
	c. Accessibility Plan			
	d. Site Survey/Existing Conditions - civil			
	e. Demolition Plan - civil			
	f. Tree Protection Plan			
	g. Grading /Drainage Plan - civil			
	h. Utility Plan - civil			
	i. Stormwater Control Plan - civil			
	j. Civil Details - civil			
	k. Layout Plan			
	l. Fine Grading Plan			
	m. Construction Plan			
	n. Construction Details			
	o. Playground Enlargement Plan			
	p. Planting Plan and details			
	q. Irrigation Plan and details			
2B.	Technical Specifications	4	4	
2C.	Submittals at 65%,100%, Bid set		3	6
	a. Review meetings with city staff			
2D.	Update cost estimate at 65%,100% submittal		2	
2E.	Coordinate Measurement and Payment with Bid Form		6	
2F.	Written responses to comments on revisions provided by the city		2	4
2G.	Quality Control Reviews	3	3	6
2H.	Team coordination		4	
<b>Hours</b>		10	45	82
<b>Fees</b>		\$3,000	\$12,825	\$13,940
<b>Total Task 2</b>		<b>\$29,765</b>		

**Task 3 Bid Phase Support**

3A.	Respond to questions		3	3	
3B.	Contract Addenda			4	
3C.	Prepare conformed Construction Documents		2	4	
3D.	Review construction bids and make recommendation of award		1	1	
		<b>Hours</b>	1	6	11
		<b>Fees</b>	\$300	\$1,710	\$1,870
		<b>Total Task 3</b>	<b>\$3,880</b>		

**Task 4 Construction Administration**

4A.	Attend pre construction meeting		1		
4C.	Review submittals - assume 10		5	20	
4D.	Respond to Request for Information (RFI'S) - 10		5	20	
4E.	Issues Landscape Architectural Supplemental Information (LASI) assume 2		2	8	
4F.	Site visits - assume 3		6		
	a. Prepare reports for each site visit		3		
4G.	Attend final review		2		
	a. Prepare punch list		1		
4H.	Prepare Record Drawings		2	8	
			0	27	56
		<b>Fees</b>	\$0	\$7,695	\$9,520
		<b>Total Task 4</b>	<b>\$17,215</b>		

**Task 5 Fee for scope to be determined**

		<b>Total Task 5</b>	<b>\$7,692</b>		
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Project Number 2300301

Date: November 20, 2023

Barbara Lundberg, Vice President  
RHAA  
225 Miller Avenue  
Mill Valley, CA 94941**Subject:** Civil Engineering Service Proposal – **Peacock Gap Playground**

Dear Barbara:

Thank you for the opportunity to support your team to prepare Construction Drawings for the Peacock Gap Park located in San Rafael, CA. We understand the project includes the replacement of the playground structure and surfaces around the playground as well as address accessibility issues and parking access. Below is our proposed scope of services to support this effort.

**SCOPE OF SERVICES****TASK 1: SCHEMATIC DESIGN**

- 1.1 Data Collection and Field Review.** Our team will visit the site to review features and confirm the topographic and utility data provided by other team members accurately depicts field conditions. We will note any discrepancies found. During this phase, we will collect as-built utility information for water, sewer, and storm drainage infrastructure.
- 1.2 Prepare Base Map.** Our team will prepare a base map from information collected in Task 1.1 as well as information provided by the owner and through record data and CAD files, site photos, aerial imagery, and a topographic survey (if one is provided). This base map will be used to create the existing conditions site plan and be used as a background for future plans and exhibits.
- 1.3 Coordination.** Our team will coordinate with the design team to refine utility infrastructure required to support the project as well as develop a rough grading strategy.
- 1.4 Deliverable.** We will prepare a plan showing the Final Conceptual layout with rough grading and utility design for estimating purposes.

**TASK 2: CONSTRUCTION DOCUMENTS**

- 2.1 Coordination.** Our team will coordinate with the design team to refine utility infrastructure required to support the project as well as continue to develop the rough grading strategy.
- 2.2 Construction Documents (65% and 100% CDs).** We will provide the following plans (plans may be combined where possible):
  - A.** Demolition Plan
  - B.** Utility Plan;
  - C.** Grading & Drainage Plan;
  - D.** Erosion Control Plan;
  - E.** Storm Water Quality Control;
  - F.** Civil Detail Sheet;

**G.** Specifications for Civil Scope items (CSI Format);

**2.3 Response to Comments.** We have assumed one round of comments for each the 65% CD and the 100% CD Packages for a total of two. Our final package will be the BID set.

**2.4 Permit Support.** Based upon the 65% set, our team will support in obtaining a building and encroachment permits.

**2.5 Bid Documents.** Based upon the final permit, we will prepare our plans for use in bidding. This task will include additional minor revisions to the design from client direction.

**2.6 Meetings.** We will attend four (4) meeting during this phase of the project.

**TASK 3: BIDDING AND CONSTRUCTION ADMINISTRATION**

**3.1 Bidding Support.** Our team will assist during the bidding phase by assisting in outreach, attending the pre-bid meeting, responding to contractor requests for information, and preparing a bid addenda if necessary.

**3.2 Construction Support.** During construction, the team will review submittals, respond to contractor questions, provide technical guidance, visit the site on two (2) occasions during construction, and prepare a punch list near the completion of construction.

**COMPENSATION**

CSW|ST2 agrees to provide the services described above on a lump sum percent complete basis, in accordance with our current Hourly Rates and Billing Policy. We request our design budget for this project be **\$20,600** to complete all tasks listed under the SCOPE OF SERVICES section broken down by task below:

Task 1	Schematic Design	\$4,500
Task 2	Construction Documents	\$12,300
Task 3	<u>Bidding and Construction Administration</u>	<u>\$3,800</u>
		TOTAL \$20,600

We will proceed with each Task upon written approval and authorization.

**ADDITIONAL SERVICES**

CSW|ST2 agrees to perform all of the items listed in the Scope of Services. However the following items are excluded from the Scope of Services of this contract. They may be added at the request of the Client as a revision to this proposal, or amendment. Additional items CSW|ST2 can provide include (but not limited to):

1. Site Topographic Survey
2. Boundary Survey
3. Construction Staking

**SERVICES AND STANDARD OF CARE**

CSW|ST2's services shall be limited to those expressly set forth above. We shall have no other obligations or responsibilities for the project except as agreed to in writing, or as provided in this agreement. CSW|ST2's services shall be provided consistent with, and limited to, the standard of care applicable to such services. CSW|ST2 shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances.

We appreciate this opportunity. If you have any questions or require further information, please contact me at 925.787.4982 or by email at [mvidra@cswst2.com](mailto:mvidra@cswst2.com).

Very truly yours,

CSW/STUBER-STROEH ENGINEERING GROUP, INC.



Richard J. Souza  
R.C.E. #67892, Expires 6/30/24

**BILLING RATE SCHEDULE**

Effective January 1, 2023 – December 31, 2023

**ENGINEERING SERVICES HOURLY RATES**

Senior Engineer	\$ 193.00
Engineer I, II, III	\$ 138.00, \$ 168.00, \$ 187.00
Technician	\$ 126.00
Engineering Assistant	\$97.00

**SURVEY SERVICES HOURLY RATES**

Senior Surveyor	\$193.00
Surveyor I, II, III	\$ 138.00, \$ 168.00, \$ 187.00
Survey Technician	\$ 126.00
Surveying Assistant	\$97.00
Two Person Survey Party	\$ 303.00
Survey Party Chief	\$ 209.00
Survey Chainman	\$ 94.00
Survey Apprentice	\$ 80.00 - \$94.00
Aerial Drone Surveyor	\$ 209.00

**OTHER PROFESSIONAL RATES**

Principal	\$ 248.00 - \$ 276.00
Associate Principal	\$ 236.00
Project Manager	\$ 210.00 - \$ 231.00
Landscape Architect	\$ 150.00
Sr. Landscape Architect	\$ 165.00
Construction Manager	\$ 226.00
Resident Engineer	\$ 166.00
Technical Writer	\$ 133.00
Graphic Illustrator	\$ 126.00
Project Assistant	\$ 97.00

- All expenses for transportation (mileage, bridge fare, etc.) will be included in our fee.
- Filing fees, checking fees, prints, and other outside costs (such as agency submittal/permit fees etc.) will be charged at cost, plus service charges at the rate of 10%.
- Billing will be monthly net 30 days.

November 21, 2023

Barbara Lundburg  
225 Miller Ave  
Mill Valley, CA 94941

Dear Miss Lundburg:

We are pleased to provide this proposal for Cost Planning and Estimating services for the proposed Peacock Gap Park Playground.

mack<sup>5</sup> Services:

*Background*

Owner's  
Representative

The City of San Rafael wishes to renovate their existing playground at Peacock Gap Park. Renovations include new playground equipment, site furnishings, and ADA path improvements.

Project Management

Construction  
Management

Cost Management

*Scope of the Assignment*

Cost Planning

Provide cost estimates as described on the following page, prepared and presented in component or Uniformat.

mack<sup>5</sup>

**Headquarters**  
1000 Broadway  
Suite 260  
Oakland, CA 94607

**Richmond Office**  
322 Harbour Way  
Suite 16  
Richmond, CA 94801

phone 510.595.3020

**scope of services/fee** Our proposed fee for the Project is as follows:

- Schematic Design Review of RHAA's Magnitude of Cost Estimate \$1,000
- 65% Construction Documents Cost Estimate \$7,860
- 100% Construction Documents Cost Estimate \$6,660

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**Total Fee** **\$15,520**

**conditions** The total fee is valid for ninety (90) days from the date of this proposal, should the scope of service be altered we reserve the right to adjust our fee proposal accordingly. Our fee does not include life cycle cost analysis.

**schedule** mack<sup>5</sup> is available to start as soon as required. Commonly we require 2-3 weeks to complete an estimate after receipt of documents.

**reimb expenses** Reimbursable expenses are included in the fee proposal.

**hourly rates** Our 2024 hourly rates are below. Rates are adjusted annually, normally about 3-4% per annum.

Principal/Managing Principal	\$260 - \$270/hr
Senior Cost and Project Managers	\$210 - \$260/hr
Cost and Project Managers	\$185 - \$210/hr
Project and Cost Engineers	\$135 - \$160/hr
Administrative Support	\$ 98/hr

**additional services** Value engineering (unless specifically included above), additional estimates, estimating changes in scope, estimate comparisons, and reconciling estimates with those of a third party are not included in the scope of services/fee, and will all be deemed additional services apart from those specifically mentioned above.

**other services** mack<sup>5</sup> provides valuable additional services including our Cost Model Manager and Project / Construction Management.

Please do not hesitate to contact me should you require any further information or clarification.

Sincerely,



Cynthia Madrid, Senior Cost Consultant  
510-595-4730 direct, cmadrid@mack5.com