

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CMG LANDSCAPE ARCHITECTURE

This Agreement is entered into this __20th__ day of __July_____, 2021_____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called “County,” and CMG Landscape Architecture, hereinafter called “Contractor.”

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of preparing plans, specifications and estimates, environmental documents and permit applications to design park facilities (“Project”) at Flood County Park Property (“Property”).

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment I—§ 504 Compliance
- Attachment IP – Intellectual Property

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County’s total fiscal obligation under this Agreement exceed ONE MILLION, EIGHT HUNDRED NINETY TWO THOUSAND, SEVEN HUNDRED TEN DOLLARS (\$1,892,710). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 20, 2021, through July 31, 2023.

5. Termination

This Agreement may be terminated by Contractor or by the Director of County Parks Department or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County, provided Contractor has been paid all undisputed invoice amounts due. County agrees to indemnify, defend and hold the Contractor harmless from and against any claims or damages that may result from the subsequent use, reuse, transfer or modification of the materials, except on projects where the Contractor has been retained to provide services. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, and employees-from all third-party tort claims, suits, or actions ("Claims") resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or Contractor parties; or,

(B) damage to any property of any kind whatsoever and to whomsoever belonging which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or Contractor parties; or,

(C) any sanctions, penalties, or claims of damages arising out of, pertaining to, or relating to Contractor's willful, reckless, or negligent failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code, provided however, that any such duty to defend shall not extend to claims arising out of professional services.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any cancellation (except ten (10) days notice for non-payment of premium).

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability... \$1,000,000
- (b) Motor Vehicle Liability Insurance... \$1,000,000
- (c) Professional Liability..... \$1,000,000

Except for Professional Liability, County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in

programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Nicholas Calderon, County Parks Director
Address: 455 County Center, 4th Floor, Redwood City, CA 94063
Telephone: 650-363-4020
Facsimile: 650-599-1721
Email: ncalderon@smcgov.org

In the case of Contractor, to:

Name/Title: Chris Guillard, Partner, CMG Landscape Architecture
Address: 444 Bryant Street, San Francisco, CA 94107
Telephone: (415) 495-3070
Email: cguillard@cmgsite.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

20. Reimbursable Travel Expenses

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.
- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.

- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

21. Prevailing Wage

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

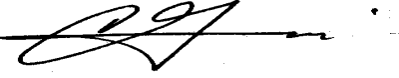
Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **[CMG Landscape Architecture]**

 _____ Contractor Signature	6.29.2021 _____ Date	Christopher Guillard, Principal _____ Contractor Name (please print)
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COUNTY OF SAN MATEO

_____ Parks Director's Signature	_____ Date	_____ Parks Director's Name (please print)
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Exhibit A

Contractor shall be comprised of the following firms, whose role(s) include(s):

- CMG Landscape Architecture (prime consultant) who shall provide park planning, design, and project management;
- Skeo Solutions who shall provide outreach and community engagement;
- Page & Turnbull who shall provide historic architectural services for evaluating and rehabilitating the adobe structures;
- Krakower & Associates who shall provide structural engineering to support Page & Turnbull with adobe building evaluation;
- ESD Global who shall provide mechanical, electrical and plumbing engineering to support Page & Turnbull with adobe structures;
- BKF Engineers who shall provide engineering, permit assistance and land surveying;
- Golder Associates who shall support BKF in the irrigation well feasibility assessment;
- Cornerstone Earth Group who shall provide geotechnical engineering and environmental services;
- PROS Consulting who shall provide operations and maintenance planning support;
- M.Lee Corporation who shall provide local cost estimating support for PROS;
- H.T. Harvey & Associates who shall provide technical support in biological resources and landscape ecology;
- Russel D. Mitchell and Associates, Inc. (RMA) who shall provide irrigation support;
- Wallace Labs who shall provide soils engineering;
- A To Be Determined Certified Playground Inspector to supplement the County's expertise.

Contractor shall do, perform, and prepare, in a professional manner, the tasks and deliverables detailed in the following scope of work, provided the services shall be consistent with, and limited to, the standard of care applicable to such services. The Contractor's services shall be consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances.

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Scope of Services

The scope of work includes services as required to implement the updated master plan, including the programmatic elements established in the Scope Diagram / 2020 Landscape Plan. Significant changes to the program may require modifications to the scope and additional services. The scope of services and procedure includes the following:

Task A - Project Initiation and Review of Available information

A.1 Kick-off and Review of Available Information

The Consultant Team will initiate the project by synthesizing and reviewing data and engaging the County and Stakeholders in a goal setting and project principles exercise to focus the work of the design process and identify key outcomes.

- Scope and Schedule Verification
- Kick-Off Work Session and Site Tour

- Initial Meeting with SFPUC to establish review and coordination process.
- Data Collection and Review

As part of the project initiation, the Consultant Team will review all available information regarding the Property and the Project in advance of the Project kickoff meeting to gain familiarity with site conditions, Property constraints, and Project requirements. The Consultant Team will conduct site visits to understand its condition and setting. The Consultant Team will identify potential information discrepancies and provide a detailed report to the Department-detailing further studies or documentation needed to properly execute the final scope of work. Information and reports include but aren't limited to:

- Reimagine Flood Park Landscape Plan – Gates + Associates (Draft Dec. 2015, Revised Sept. 2020)
- CEQA Documents prepared by Rincon Consultants Inc. to approve the Landscape Plan, which can be found at: <https://parks.smcgov.org/reimagine-flood-park>
 - Draft Environmental Impact Report and Appendices (October 2017)
 - Final Environmental Impact Report (May 2018)
 - Draft Revised Environmental Impact Report (August 2019)
 - Final Revised Environmental Impact Report (October 2019), including the Errata (September 2020)
- Approved Mitigation Monitoring and Reporting Plan (2020), which can be found at: <https://parks.smcgov.org/reimagine-flood-park>
- San Francisco Public Utilities Commission Requirements (Engineering, Landscaping, and Equipment Vehicle Load Restrictions)
- San Mateo County Building Codes <https://planning.smcgov.org/>
- Existing Facility Design Plans (provided by Department to the extent they are available)
- Notes and documentation from community workshops.

Deliverables:

- *Information discrepancies report*

A.2 Community Engagement Strategy

The design process will be deeply informed and guided by a community-driven conversation designed to ensure that the implementation of the Park embodies the interests of the community. The Consultant Team has drafted a preliminary Community Engagement Strategy that integrates outreach, engagement, and co-creative workshops throughout the process. Refer to Task I for additional information. Among our first steps will be to work with the County and Stakeholders to develop and refine the Community Engagement Strategy.

Deliverables:

- *Community Engagement Strategy in County's preferred format*

Task B – Site Analysis

B.1 Site Survey and Base Plan Preparation

The civil engineering consultant and licensed surveyor will complete a comprehensive survey of the property using both aerial mapping and field verification. This effort will include establishing control and tying the previously completed record boundary, tree survey, and aerial topo to the control, field topo at critical conform locations and all utility structures and gravity structure inverts, and utility locating within the SFPUC ROW.

The compiled survey will include:

- Record Boundary and Topographic Survey tied to vertical datum NAVD 88
- Resolved Boundary Survey/Easements & Record of Survey Rights of Way and Easements recorded on title.
- Monuments (where located in the field)
- Structures and Facilities
- Paved areas
- Fences & Gates
- Utilities (surface structures including domestic water, sanitary, electrical, communications, etc.)
- Utilities (sub-service locations within the entire park, based on Office Records research, reduction and coordination, and private utility locating services)
- Overhead lines (as applicable)
- Existing Trees

The survey will be compiled in AutoCAD and both a 2D and 3D base plan will be prepared. The Consultant Team will then compare the Landscape Plan with the base map to determine any discrepancies or potential conflicts with the proposed elements.

Deliverables:

- *Record Boundary, Topographic Survey and Utility Survey, 2D and 3D survey files in AutoCAD*
- *Resolved Boundary Survey/Easements & Record of Survey*
- *Project Base Plan and summary of potential conflicts with proposed improvements.*

B.2 Existing Buildings Structural and Reuse Analysis

The Consultant Team will complete inspection, analysis, and evaluation of the condition of the existing adobe buildings and any restrooms to remain, identifying the existing condition of the foundation, any seismic and other repairs required, the load capacity based on its design and structural integrity, and if the structure satisfies current building codes. Work performed will not jeopardize the historic integrity of the subject structures. The process will include:

- Document & background drawing review
- Preliminary code review
- Conduct Laser Scan as needed for adobe structures
- Prepare for and conduct one-day site visit (consultant team)

- Conduct Conditions Assessment of existing Adobe structures on site, includes structural, visual inspection of material performance, and utility assessment
 - Site visit to measure and photograph structures
 - Preliminary Structural drawing based on site visit including Adobe Restroom 1, foundation and roof framing plan, Adobe Administration Building foundation and roof framing plan.
- Structural Computations including design criteria, Out of Plane anchorage, H/T, diaphragm/displacement control.
- Prepare summary report and recommendations for hazard reduction and reuse.
- Prepare site analysis diagram relative to existing structures to remain and proposed new restroom building locations

If hazardous materials (asbestos, lead etc.) are found during inspection, the consultant team shall include scope and cost for appropriate abatement measures.

Deliverables:

- *Adobe Building Structural and Reuse Report*

B.3 Geotechnical Analysis

Based on our review of available geologic maps and previous reports, the site is not located within an Alquist-Priolo Earthquake Hazard Zone. However, the site is located in an area where historical occurrences of liquefaction have occurred, or where geotechnical and groundwater conditions indicate a potential for permanent ground displacements, such that mitigation would be required (California Geologic Survey, Palo Alto 7.5-Minute Quadrangle, 2006).

Consultant Team shall complete geotechnical exploration and analysis as required to provide design criteria and recommendations for paving, site structures and building design. The Consultant Team will also complete soil infiltration tests to evaluate existing site soils for drainage, specifically in relation to the design of the athletic fields.

File Review

Prior to our investigation, the Consultant Team will review select information available in our files pertinent to the site conditions in the vicinity of the project. In addition, should prior site information be available, including geotechnical reports, subsurface information, grading information, test data, etc., the Consultant Team will review those.

Field Exploration

Exploratory Borings: To explore the subsurface conditions, The Consultant Team will drill, log and sample seven (7) exploratory borings at the site using conventional truck-mounted, hollow-stem auger drilling equipment and/or track-mounted, limited-access drilling equipment. Our conventional borings will extend to depths of approximately 10 to 30 feet below current site grades. The Consultant Team will collect soil samples from our borings for visual classification and laboratory testing. The approximate locations of our borings are shown on the attached Proposed Exploration Location Plan; final location of all explorations may be modified in the field as needed.

Utility Clearance: The Consultant Team will mark our boring locations at least two working days prior to beginning our explorations as required by law and notify the regional utility notification center – Underground Service Alert (USA), so that public and private utilities can be identified and marked at the ground surface. To reduce the risk of damaging unidentified underground utilities during drilling, the Consultant Team will also contract with a private utility locator. The Consultant Team are not responsible for damage to utilities that are not clearly identified.

Permits, Site Access and Disposal of Drill Spoils: Our explorations will be permitted and backfilled with cement grout in accordance with the County of San Mateo Environmental Health Department guidelines. The Consultant Team assumes that clear site access will be provided for our equipment at the time of drilling. Exploration equipment is typically heavy, and drilling is a destructive process that disturbs surface soils and other improvements. For the purpose of this proposal, site restoration is limited to general clean-up and does not include the restoration of the site. During our site exploration, drill spoils generated during drilling will be left near our explorations. Drumming, testing and disposal of drill spoils are excluded from this scope of work.

Laboratory Testing

To evaluate the index and engineering properties of site soils, the following laboratory tests are anticipated:

- In-situ Moisture/Density tests, American Society for Testing and Materials (ASTM) D2216 and D7263 Test Procedures
- Grain Size Distribution tests, ASTM D1140 and D422
- Atterberg Limit tests, ASTM D4318

Engineering Analysis and Report

The engineering analysis phase of work will focus on developing site grading recommendations and geotechnical design parameters for foundations and hardscape areas. The data obtained from the field investigation and the laboratory testing program will be utilized in the engineering analysis. Following the completion of the engineering analysis, a report will be prepared with our conclusions and recommendations. The report will include the following items:

- Site plan showing exploratory boring locations
- Logs of exploratory borings, including depth to groundwater (if encountered)
- Laboratory test results
- A detailed discussion of our findings and recommendations, including:
 - Site conditions
 - Subsurface conditions
 - Geologic hazards and seismicity
 - Site preparation and earthwork recommendations
 - Foundation type and design recommendations
 - Flexible asphalt and rigid concrete pavement recommendations

Percolation/Infiltration Testing

The design of subsurface drainage systems for athletic field, including detention basins and bioswales, requires adequate subsurface data, percolation characteristics, and hydraulic conductivity of the underlying soil. The Consultant Team will perform in-situ percolation tests at two locations using the Guelph permeameter method based on site access and existing ground surface conditions. Percolation tests will be within the anticipated zones of percolation soils, estimated to depths ranging from approximately 3 to 5 feet. Sidewalls of the test holes will be scarified prior to pre-saturating the hole for up to 24 hours, unless a shorter time is warranted based on the soil condition encountered. After the test holes are pre-saturated, the percolation tests will be performed the following day or as determined by the soil condition encountered. The duration of each percolation test will range from approximately 2 to 3 hours each, depending on the rate of percolation. Upon completion, the test holes will be backfilled in accordance with the water district requirements. The percolation test data will be evaluated, and the percolation rate will be determined in inches per minute of percolation, or another convenience unit. We will coordinate the test locations and anticipated depths with the civil engineer before testing. The Consultant Team will summarize our test results and findings as part of the geotechnical report.

Environmental Site Assessment

The Consultant Team will prepare a Phase I ESA in general accordance with ASTM E 1527-13 titled, "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process" (ASTM Standard). The ASTM Standard is in general compliance with the Environmental Protection Agency (EPA) rule titled, "Standards and Practices for All Appropriate Inquiries; Final Rule" (AAI Rule). The purpose of this Phase I ESA is to strive to identify, to the extent feasible pursuant to the Scope of Work presented in the Agreement, Recognized Environmental Conditions (*The presence or likely presence of hazardous substances or petroleum products on the Site: 1) due to significant release to the environment; 2) under conditions indicative of a significant release to the environment; or 3) under conditions that pose a material threat of a future significant release to the environment.*), Controlled Recognized Environmental Conditions (*A Recognized Environmental Condition that has been addressed to the satisfaction of the applicable regulatory agency with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls or restrictions.*) or Historical Recognized Environmental Conditions (*A past Recognized Environmental Condition has been addressed to the satisfaction of the applicable regulatory agency or meeting of unrestricted use criteria established by the applicable regulatory agency without subjecting the Site to required controls or restrictions*) at the property. De minimis conditions are not Recognized Environmental Conditions.

Local Agency File Reviews: To obtain commonly known and reasonably ascertainable information on hazardous materials usage and to assist in evaluating the possible releases of hazardous materials at the site, readily available site files will be requested from the local building department and from the local agencies responsible for implementing California's Unified Hazardous Waste and Hazardous Materials Management regulatory program (Unified Program).

Regulatory Agency Database Review: The Consultant Team will acquire a report from a firm specializing in the search of readily available environmental agency databases to

help establish the presence and type of contamination incidents reported in the site vicinity. We will request a database search report that follows general ASTM E 1527-13 requirements.

Site History Review: To help develop a history of the previous uses of the site and adjacent area, assessment will include a review of the following sources, if they are readily available:

- 1) Aerial photographs
- 2) Topographic maps
- 3) City directories
- 4) Sanborn fire insurance maps

Please note that ASTM E 1527 requires that obvious uses of the property be identified from the present back to the property's obvious first developed use or back to 1940, whichever is earlier. Review of historical sources at less than approximately five-year intervals is not required by ASTM E 1527.

Site Hydrogeology: Based on readily available public information (California's GeoTracker database and USGS topographic maps) and our local experience, the Consultant Team will prepare a brief summary of anticipated site hydrogeology, including approximate depth to ground water and flow direction. This information is useful in evaluating the potential for nearby hazardous material releases, if any, to significantly affect ground water quality beneath the site.

Site Reconnaissance: As part of the assessment the Consultant Team will conduct a brief drive-by survey of the adjacent properties to note the current land use and, to the extent readily observable, note facilities that appear likely to use, handle, or store significant quantities of hazardous materials. This reconnaissance will only be made from the site and public roadways.

Interviews: Per ASTM guidance, a reasonable attempt will be made to interview the site owner. The interview will be conducted in person or via an environmental questionnaire.

Report: The Consultant Team will prepare a Phase I ESA report for the site presenting the results of the study, our conclusions, and recommendations. The report will include a vicinity map, site plan, and selected copies of the records obtained and reviewed. The conclusions and recommendations presented in the report will be based on our interpretation of the readily available information reviewed and the conditions observed. We will summarize the recognized environmental conditions, if any, derived from the readily observed site conditions and reasonable ascertainable information. We will attempt to identify and comment on significant data gaps that affect the ability to identify recognized environmental conditions.

Environmental Testing of Soils

Soil samples will be collected from the upper approximately 2 feet of soil at the six exploratory borings advanced under our geotechnical scope of work. Note that we may

recommend additional sample collection and/or analyses based on the information reviewed during preparation of our Phase I ESA.

The samples will be collected from a discrete soil sample from a randomly selected 6-inch interval within the upper approximately 2 feet of soil at each of the six exploratory borings (six samples total). The six samples will be analyzed for 17 California Assessment Manual (CAM-17) metals by EPA Test Method 6010B/7471A, organochlorine pesticides (OCPs) by EPA Test Method 8081A, polychlorinated biphenyls (PCBs) by EPA Test Method 8082, semi-volatile organic compounds (semi-VOCs) EPA Test Method 8270C, total petroleum hydrocarbons as diesel and oil (TPHd/o) by EPA Test Method 8015B, and VOCs and total petroleum hydrocarbons as gasoline (TPHg) by EPA Test Method 8260B. Three of the samples will be randomly selected and will be analyzed for asbestos by polarized light microscopy utilizing the California Air Resources Control Board 435 preparation method (CARB 435) and a 400-point count. We will request a standard 5-business day laboratory response time; however, the actual response will depend on the laboratory's workload. The asbestos results will take one additional day to receive.

Analytical Summary: The Consultant Team will prepare a letter summarizing the soil sampling and analytical results. The letter will include summary tables, sample location map, description of our sampling procedures, and conclusions/recommendations. The laboratory reports will be attached to the letter.

Horticultural Soil Testing

The Consultant Team will collect soil samples from select locations around the site and coordinate testing with Wallace Labs to determine the general soil typology and horticultural suitability of existing site soils relative to proposed landscape types and athletic fields.

SFPUC Infrastructure Evaluation

The geotechnical engineer will evaluate proposed improvements relative to the SFPUC infrastructure and recommend any design or construction mitigation measures.

Deliverables:

- *Engineering Analysis and Report*
- *Soil Percolation and Horticultural Reports*
- *Environmental Site Assessment Report and Analytical Summary*

B.4 Irrigation Well Feasibility Study

During the preparation of this scope of work, the Consultant Team reviewed drillers well completion reports (WCRs) for the Site vicinity published on the California Department of Water Resources Well Completion Reports Website (<https://water.ca.gov/Programs/Groundwater-Management/Wells/Well-Completion-Reports>). The website had 30 published WCRs for irrigation wells; however, not all WCRs list location information. There was location information for 14 of the WCRs; these 14 wells were within a 1.25-mile radius of the Site, and two of the wells are located on properties across Bay Road along the southwestern boundary of the Site. The Consultant Team also contacted a local licensed well drilling firm who is familiar with subsurface

conditions in the area. The driller stated that there is sufficient and stable water in the Site vicinity and that the optimal depth for this investigation would be 180 feet below grade.

Based on the results of our initial research, we believe that one test well is likely to provide sufficient information to prepare the design for the irrigation well(s) to be installed at the Site. In order to inform the Department's decisions, regarding the use of natural or synthetic turf for the athletic fields and the provision of irrigation water for the park The Consultant Team shall conduct an Irrigation Well Feasibility Study (IWFS). The IWFS will consist of five elements:

- Calculate Flood Park's irrigation water demand.
- Identify three potential locations where test wells could be drilled for review and evaluation by the County.
- Obtain all necessary permits and approvals to drill the test wells.
- Drill test well to collect data.
- Prepare IWFS report.

Irrigation and Site Cleaning Demand Analysis

The Consultant Team will complete an irrigation demand analysis to inform the park design and the irrigation well feasibility analysis. The demand analysis will be based on anticipated plant typologies and hydrozones and will include all-natural turf, all synthetic turf and partial natural/synthetic turf alternatives. The demand analysis will include estimates for total monthly and daily peak demands based on evapotranspiration rates and projected irrigation schedules. The demand analysis will also include estimated demand for site cleaning operations as defined by the County operations team. The Consultant will work the County and applicable regulatory agencies to confirm feasibility and regulatory requirements for use of well water use for park cleaning operations.

Pre-Field Activities and Identification of Test Well Locations

The Consultant Team will evaluate existing site conditions and utility services to determine the most appropriate location for up to 3 test wells. As part of the evaluation the Consultant Team will prepare a Health and Safety Environment Plan (HaSEP) for the field work. The HaSEP will identify the health and safety hazards associated with the proposed field work and will provide a plan for mitigating these hazards.

Site Visit: The consulting hydrogeologist will visit the site to identify potential drilling locations. The criteria to be used include ease of street access for equipment, proximity to sewer inlets for test water disposal, setback distance from current site features such as bathrooms, distance from overhead and observed underground utilities, and other relevant criteria such as proximity to proposed irrigation lines. The proposed locations will be reviewed and approved by the County.

Mark Site, Underground Utility Locations: The hydrogeologist will return to the Site to mark an approximate 10-foot by 10-foot box in white paint on the ground at each drilling location as required. We will subcontract a private utility locator to identify subsurface utilities at each boring location prior to drilling. The field engineer/geologist will oversee the private utility locator. After all locations have been cleared by the utility locator, Golder personnel will contact USA North 811 to notify public utility agencies at least two working days in advance of mobilizing to the site.

Obtain Sanitary Sewer Permits for Water Disposal: We will apply for and obtain required disposal permits from the West Bay Sanitary District (sanitary sewer utility) and Silicon

Valley Clean Water (wastewater treatment system utility) to dispose of the test well water. The estimated cost for the amount of water to be disposed is based on disposal of approximately 8,000-gallons of water into the sanitary sewer.

IWFS Field Activities

Test Well Drilling and Well Installation: The consulting hydrogeologist and the selected California-licensed drilling contractor personnel will mobilize to the site to drill the test wells. Prior to drilling, the drilling subcontractor will obtain the necessary well drilling and destruction permits from San Mateo County Environmental Health Department and City of Menlo Park, as appropriate.

At each well location, the drilling contractor will drill a minimum 10-inch diameter borehole using the sonic drilling method to a total depth of 180 feet below ground surface (bgs). The sonic drilling method was selected because the method generates much less waste soil and water when compared to other drilling methods. Sonic drilling also collects a continuous core that allows for detailed lithologic logging and improved sample collection for sieve analyses. The consulting hydrogeologist, will be on site to log the borings in general accordance with Golder Technical Procedure GAL TP001 (Soil Description-Rev 1) and ASTM-D-2488 (Standard Practice for Description and Identification of Soils [Visual-Manual Procedures]). The field geologist will also collect samples of the material from coarser-grained intervals in gallon-size resealable bags for sieve analysis to collect data for irrigation well design purposes.

After reaching total depth, a 5-inch diameter test well will be installed into each boring. Each of the three wells will be constructed using Schedule 80 polyvinyl chloride (PVC) well casing. Based on review of the WCRs, we assume that approximately 40 feet of factory-slotted PVC screen will be installed at intervals to be selected based on the strata encountered during drilling. After the casing is installed, an appropriately sized filter pack will be installed in the annular space using a tremie pipe and the filter pack at each zone settled using a swab. After settling is complete, approximately 5 feet of bentonite pellets will be installed above the filter pack and the remaining annular space will be sealed using neat cement grout.

Well Development: The following well development and well testing procedures will be repeated at each newly installed test well. After installation, the wells will be allowed to sit for at least 24 hours each. Personnel will measure the static water level using an electronic water level probe. Each well will be developed using an electric submersible pump capable of pumping at least 50 gallons per minute. The pump will be installed in each well to the depth of the uppermost 10-foot screen section. Following pump installation, a datalogging pressure transducer will also be installed into the well and activated. The pump will then be energized, and the uppermost screen section will be pumped for 30 minutes to remove some of the finer grained material from the filter pack. The pump will then be lowered to the depth of the next 10-foot section of screen and energized for 30 minutes and this will be continued at each subsequent screen until the lowest screen has been reached.

Well Testing and Sampling: At the end of pumping the lowest interval, the pump will be deenergized and the water level allowed to equilibrate to the static water level. After equilibration, the pump will be energized, and a 6-hour specific capacity test will commence. During the test, we will collect manual water levels and measure pH, conductivity and temperature and turbidity at 15-minute intervals. Near the end of the

test, personnel will collect water samples for parameters to be determined in coordination with the consulting soil scientist, and for total dissolved solids, pH, sodium, chloride, calcium, magnesium, hardness (as CaCO₃), sulfate, boron, and nitrate. At the end of the 6-hour test interval, the pump will be deenergized and water levels allowed to return to the static level. The transducer data will be downloaded, and the transducer will then be deactivated and removed from the well. The pump and piping will then be removed from the well. After completing the test, each well will be secured with a locking device.

Well Destruction: After all wells have been installed and tested, each well will be destroyed by pressure grouting and removal of the top 5 feet of casing and grout, in accordance with San Mateo County and California State well standards.

Investigation Derived Waste Management: Soil cuttings will be temporarily stored in 20-yard debris bins for transport from the site as clean fill. Water from well testing activities will be temporarily stored in 22,000 gallon-tanks and disposed of in the sanitary sewer under permit from the City of Menlo Park. To meet permit conditions for water disposal, Golder personnel will collect water samples from the tank and analyze the water samples for volatile organic compounds, semi-volatile organic compounds, pH, and CAM 17 metals.

IWFS Report

At completion of the well testing and well destruction, the Consultant Team will prepare the IWFS report that summarizes fieldwork procedures, contains a boring location map, and summarizes the well testing data collected during the IWFS field program. The IWFS report will include results of analyses conducted and provide an opinion on the feasibility of using an irrigation well to meet site landscaping water demands. The results of testing along with irrigation design requirements will also be used in the well and pump design.

Deliverables:

- *IWFS Report and presentation to the Department*

Task C – Schematic Design (30%)

C.1 Schematic Design and Documentation

Building on the master plan and feedback received from the first public workshop, the Consultant Team will prepare the 30% Schematic Designs. The 30% Schematic Designs will also consider the management needs of the Department, how the Department can best provide the desired experience to the public, how the Department will program the fields and reservable facilities, requirements in the EIR, and general best practices for municipal parks. Plans will include at a minimum a Title Sheet; General Notes; Existing Conditions; Demolition and Tree Protection Plans; Layout Plan including location and dimensions of all proposed fields and amenities; Reconfiguration of the parking lot; Grading; Existing and Proposed Waterlines, including SFPUC infrastructure; Irrigation well (if applicable); Wastewater Infrastructure and Utilities; Landscape/Planting, Electrical and Lighting, and all necessary Details to construct the Project. Once completed, the Consultant Team will present the 30% Design Plan to Parks and Public Works for

comments, initiate the SFPUC consultation process, and seek input from the community through the second public workshop in a format as approved by the Department. The Consultant Team will be responsible for obtaining feedback at each stage of the Design development process through meetings with the Department and Public Works.

Specific Tasks include:

- Synthesis and review of Public Workshop 1 outcomes and identification of any alternatives to be evaluated as part of the schematic design process.
- Development of alternatives for key park features for review by the Department.
- Refine alternatives and prepare interactive materials for Community Workshop 2, where the Consultant Team will engage the community in an interactive review and evaluation of the schematic design.
- Develop design criteria for pre-manufactured or site-built restroom structures (up to three).
- Develop design criteria and program for reuse/redesign of Adobe Administration Building, consistent with the structural assessment and historic integrity of the structure.
- Identify recreational equipment and play structure vendors for review by Department.
- Coordinate Play Area design with Certified Playground Inspector
- Schedule and lead project team and Department review meetings, including submission of agendas for all meetings at least one week prior and providing meeting minutes within two weeks following the meeting.
- Preparation of all presentation materials, documents, handouts, social media content, and visuals necessary to ensure clear communication
- Provide plans, specifications, and other design information as required to describe the schematic designs including landscape, recreational, infrastructural, and architectural improvements, consistent with the components of the 2020 Landscape Plan.
- Prepare Table of Contents and outline specifications for CSI / Master formatted specifications.

C.2 Operations, Maintenance and Financial Plan

The Consultant Team will establish operational standards and costs for Flood Park and the facilities based on set standards for the full park operations. This will include hours of operation, maintenance standards, staffing levels needed, CEQA MMRP requirements, technology and customer service requirements based on established and agreed upon outcomes. After consultation with the Department, operational costs for the park and facilities will be finalized.

Based on the operational plan for the park, facilities, and related programs and amenities, the Consultant Team will develop a pricing strategy for the park, as well as program services. Pricing strategies could include access fees, program fees, rental space, concessions pricing, and catering for both prime time and non-prime time use. This will be converted into a six-year pro forma and operating budget. Funding options will be identified and evaluated against their potential support and success. These options will include a combination of partnerships and sponsorships, ancillary revenue generation opportunities, and other available resources.

The outcome of the planning process is to provide information for the County to determine what operational model will be needed to provide the park the greatest opportunity for cost recovery based on the Department's desired outcomes.

Operational and Maintenance Plan: The Consulting Team will prepare an operational and maintenance plan that includes the following:

- Organizational Assessment – The Consultant Team will analyze current management practices and limitations to understand the operational situation of the park. This analysis will provide support for a future organizational structure and staffing requirements, and strategies for operational efficiency, policy development, system and technology requirements, and marketing/communication capabilities.
- Operational and Maintenance Standards – The Consultant Team will establish operational and maintenance standards and costs for the park based on full operations. This will include hours of operation, reservation of space processes staffing levels needed, maintenance equipment needed, technology requirements and customer service requirements based on established and agreed upon outcomes. Where appropriate, personnel standards as dictated by all state and/or local codes and ordinances will also be determined based on the design and program of the park.

Financial Plan/Pro-Forma: Based on the program, operations, and schematic plan for the park, the Consultant Team will develop detailed financial plans illustrating pricing strategies for each of the programs, services, and maintenance expenditures. The detail financial plans will include a utilization summary based on detailed line-item projections and detailed participation by program area. Financial modeling will be completed in Microsoft Excel; a fully functional version of the electronic model will be provided to the County for future use as a budgeting and planning tool. The electronic financial model, fully linked and functional with the ability to project and model dynamic scenarios, will include:

- Expenditure detail
 - Detailed staffing requirements
 - Contractual costs, including but not limited to, utilities, maintenance and repair, insurance, office/license/dues, advertising and promotion
 - Commodity costs
 - Program and administration costs
- Revenue and participation detail
 - Event participation
 - Rental by space/park area by price point

Pricing strategies: The detailed financial plan will be included as a deliverable to provide management and staff the ability to effectively plan and budget for future years. In addition to the line-item detail and summary schedules for revenues, expenditures, and debt service, this model will provide a five-year pro forma and cash flow for budgetary purposes.

C.3 Cost Estimate

A cost estimate will be included at the conclusion of the Schematic Design phase to guide key phasing, design, and documentation decisions and to ensure the available funding for construction is optimized to meet the Department's goals. The Consultant Team will prepare a preliminary cost estimate to inform the evaluation of design alternatives and phasing.

Schematic Design Deliverables:

- *Project Coordination and Communications*
- *Schematic Design Documents including drawings and outline specifications. Submitted in digital and hardcopy format (3) sets of 30" – 42" plans.*
- *Operations, Maintenance and Financial Plan*
- *Cost Estimate*

Task D – Design Development (60% & 90% PS&Es)

Based on the feedback received from the 30% Schematic Design and the 2nd Public Workshop, the Consultant Team will prepare Plans, Specifications and Estimates at 60% and 90% levels. PS&E will include revised design plans, technical specifications and engineering estimates as required to permit, bid, and construct the Project. PS&E will incorporate the County's standard Specifications and Standard Details templates as well as adhere to 2018 Caltrans Standard Specifications and Plans (including stormwater treatment best management practices), and applicable SFPUC requirements. The Consultant Team will be responsible for obtaining feedback at each stage of the Design development process through meetings with the Department and Public Works.

Specific Tasks include:

- Synthesis and review of Public Workshop 2 outcomes and identification of any alternatives to be evaluated as part of the schematic design process.
- Refinement of design based on Department review of Schematic Design and public input.
- Refinement of design and use for historic structures, based on Department review of Schematic Design, public input, and historic integrity.
- Coordinate recreational equipment and play structure vendors.
- Coordinate Play Area design with Certified Playground Inspector to ensure compliance with applicable regulations and guidelines.
- Schedule and lead project team and Department review meetings, including agendas submission of agendas for all meetings at least one week prior and provide meeting minutes within two weeks following the meeting.
- Preparation of all presentation materials, documents, handouts, social media content and visuals necessary to ensure clear communication
- Provide plans, specifications, and other design information as required to bid and construct the project, including landscape, recreational, infrastructural, and architectural improvements, consistent with the 2020 Landscape Plan.

Design Development Deliverables:

- *Project Coordination and Communications*

- *60% and 90% PS&Es / Design Development Documents including drawings and specifications. Submitted in digital and hardcopy format (3) sets of 30" – 42" plans.*
- *Updates to Operations, Maintenance and Financial Plan (as needed based on program and design development)*
- *Cost Estimate*

Task E - Draft and Final Design (100% PS&Es)

Based on the feedback received during the Design Development stages, the Consultant Team will prepare Final PS&E. All permits, permit conditions, geotechnical reports, and CEQA compliance requirements shall be incorporated into the final drawings and specifications. The Consultant Team will present the Final Design plans to the Parks Department and Public Works. The Department will solicit any final feedback from SFPUC.

Specific Tasks include:

- Review and response to Department and Public Works comments on 90% PS&Es
- Schedule and lead project team and Department review meetings, including agendas submission of agendas for all meetings at least one week prior and provide meeting minutes within two weeks following the meeting.
- Coordinate recreational equipment and play structure vendors.
- Coordinate Play Area design with Certified Playground Inspector to ensure compliance with applicable regulations and guidelines.
- Preparation of all presentation materials, documents, handouts, social media content and visuals necessary to ensure clear communication.
- Development of final plans, specifications and other design and technical information as required to bid and construct the project, including landscape, recreational, infrastructural, and architectural improvements, consistent with the 2020 Landscape Plan.
- Support the County Team in preparation for Board of Supervisors and Parks Commission hearings.

Final Design Deliverables:

- *Project Coordination and Communications*
- *Draft and Final Permit and Bid Documents including drawings, specifications, and technical reports. Submitted in digital and hardcopy format (3) sets of 30" – 42" plans.*
- *Final Specifications following Public Works Template Specifications and Caltrans 2018 Standard Specifications*
- *Engineer's Estimate including populating the Engineer's Estimate Table in its entirety with bid items and quantities and providing all supporting backup quantity calculations for each bid item on the Engineer's Estimate to be provided with the deliverable so that the quantities can be checked for accuracy against what is shown on the plans.*
- *Presentation of Final Design, including permitting and compliance requirements, and any coordination necessary for the bidding process and construction.*

Task F - Code + Regulatory Requirements, Agency Coordination, Permitting, & CEQA Compliance

After completion of the 30% Design Plans, Consultant Team shall prepare a comprehensive list of permits-required to construct the Project. The Consultant Team will prepare all permit applications, respond to all questions issued by permitters, and participate in any on-site visits required in order to secure permits for implementation of the Project Designs. Permits will likely be required by the following regulatory agencies: SFPUC, Regional Water Quality Control Board, and County Planning and Building and Environmental Health. No additional CEQA compliance is anticipated at this time; the Final Revised Environmental Impact Report was certified in 2020.

These shall be included as appendices to the final specifications ("Permitting Requirements"). The list shall include the Mitigation Monitoring and Reporting Plan from the certified Final Revised EIR.

The Consultant Team will submit documents required for permitting and respond to agency plan check comments; make necessary corrections pending a review with the Department. Research the plan check comments for conflicting points of view, coordinate and update revisions with other consultant's plans. Schedule and attend regular meetings to coordinate the permit progress. Specific tasks include:

Deliverables:

- *List of Permitting Requirements*
- *Permit Applications (to be determined during Design)*
- *Permit comment response and final permits (as required)*

Task G - Bidding and Award

The Consultant Team will provide support to County staff with respect to bidding and award of the Project, including development of solicitation documents and assistance with the evaluation of bid results.

Deliverables:

- *Responses/clarifications to Requests for Information (RFI's) from prospective bidders related to the bid documents*
- *Addenda and drawing and/or specifications revisions that may be required to be issued during the bid process*
- *Evaluate Bids*

Task H - Construction Administration (for reference, NIC)

The Consulting Team will provide construction support services to Public Works, which may include:

- *Attendance to Preconstruction Meeting and Construction Update Meetings, as needed*
- *Coordination with Construction Management Team*
- *Respond to Requests for Information (RFIs)*

- *Submittals review*
- *Preparation of change order request documents including preparation and issuance of revised stamped construction drawings if needed in the event of differing site conditions or modifications are required to the design bid drawings during construction.*
- *Review of change order costs Final inspection, punch list development, and follow-up inspections, as needed.*
- *Maintenance Period Services: The Consultant Team will prepare a punch list and issue a determination of signification completion establishing the maintenance period.*
- *The first 3-months of maintenance coordination and monitoring will also be included as part of the construction phase scope.*
- *Review and digitize the contractor's red-lined as-built plans and provide digital record drawings.
in PDF format of the contractor's as-built plans so that the as-built plans can be viewed without special software.*
- *Meetings, conference calls, and site visits for construction observation and inspection.*

Task I – Public Design Workshops and Communications

The Consultant Team shall organize and facilitate meetings at strategic points throughout the duration of the Project, which will include at a minimum:

Kick-off meeting with Parks and Public Works staff to introduce leads, discuss goals, objectives, and Project requirements, review site opportunities and constraints, identify information gaps, and finalize schedule. During the kickoff meeting, the Consultant will discuss past and future community engagement with the County project team. The Consultant will review past documents and facilitate a discussion among the project team to build seamlessly on past engagement, including stakeholder groups who have been engaged and the range of their interests. The consultant will confirm the menu communication methods and format. In addition, the consultant will explore with the County project team whether additional community engagement would be helpful at this stage of the design process with targeted efforts at key milestones such as site tours, pop-ups at community events or attending standing community meetings with updates.

Develop a community engagement strategy. Based on the kickoff discussion, the consultant will develop a draft and final community engagement strategy to guide engagement throughout the project. Again, the consultant will outline steps to engage a diversity of perspectives from the community, and especially those that are not historically at the table. At minimum, the community engagement strategy will include a communication plan, methods for offering translation and public workshops at the project kickoff, 30% and 60% design milestones in the process. Depending on feedback from the project team, the community engagement strategy may also include optional targeted events such as site tours, and up to 6 pop-ups, including community events, attendance at local community organization meetings, and engagement activities with youth through schools or community organizations. The strategy will also address options for holding workshops during changing COVID-19 restrictions, including hybrid options that allow for convening with social distancing, along with virtual and in-person options when permitted and in compliance with state and local health regulations.

Communications Materials The consultant will build on existing branding, and update branding as needed to develop a set of communication materials. To keep the public informed about the project status and opportunities to get involved, the consultant will develop a one-page project fact sheet along with text versions for distribution via email, website newsletters and social media. The consultant will update and redistribute the fact sheet and related communications for each public workshop. The consultant will translate all communication materials into Spanish, and more languages if needed. As an option, the consultant may also provide an online method for the community to provide input throughout the project and especially at the key milestones.

Public Workshops. Co-design and facilitate a series of (3) public workshops. The consultant will coordinate closely with the County to co-design a series of public engagement workshops to gather community input and ideas on the park design. These will be scheduled around the key design process milestones including project kickoff, 30% and 60% design phases. The consultant team will facilitate the workshops virtually and in-person in a hybrid model. For the virtual activities, the consultant will provide accessible engagement platforms such as Zoom, Social Pinpoint and the virtual whiteboard, Mural, that are easily accessible by a range of stakeholders and allow for breakout groups, voting, sticky notes and other forms of interactivity. Finally, the consultant will summarize key themes and considerations shared by participants at each workshop for reference to guide the continuing design process.

For each of the public workshops, the consultant will translate all written materials into Spanish and provide simultaneous Spanish translation.

Community Engagement Report. The consultant will summarize the community engagement in a final report. This will include a list of stakeholders, key events, and primary themes and considerations offered by the participants that guided the design process.

SFPUC Coordination. Coordination meetings with SFPUC to review proposed improvements, confirm site constraints and requirements, and obtain the required encroachment permit. An initial meeting will be held to outline this coordination process at the outset of the project as part of Task A – Project Initiation.

Internal design review meetings at each stage (30%, 60%, 90%, Final) with Parks staff and Public Works staff to receive feedback and direction. Parks shall provide written approval to Contractor at each stage to proceed.

Pre-Bid Meeting Once design plans are completed, attend pre-bid meeting with the Consultant Team and County Parks and Public Works staff.

Contingency

A contingency scope allowance of \$50,000 is included to address additional project costs and services. The Consultant shall prepare a cost proposal outlining the scope of work and/or expenses for use of contingency funds. The County shall approve the cost proposal in writing prior to the expenses being incurred.

Optional Services and Expenses

Irrigation Well and Pump Design Services

Assuming that the irrigation well(s) are determined to be feasible and the County elects to proceed. The Consultant Team will design and document for the irrigation well(s), based on the data collected from the IWFS field program. The designed well be based on the testing data to achieve optimum efficiency and longevity. A well designed for optimum efficiency will save utility costs over the life of the well, and a well designed for longevity will use the proper materials based on the subsurface chemistry and will allow for future well maintenance actions to keep the well operating at peak efficiency throughout its life cycle. The test wells are designed to use PVC because it is the least expensive alternative; however, PVC does not respond to maintenance actions (rehabilitation) because it has a small area for water to enter compared to the closed space between the slots. An additional issue with PVC is that sand grains become stuck in the slots due to the softness of PVC versus the hardness of the sand, leading to clogging, lowered efficiency, and increased energy costs over time.

The Consultant Team will also prepare well pump specifications based on test well performance testing data and required flow and total dynamic head for the irrigation system. It is assumed that power will be available at pump location and electrical design is not included in this proposal. The design and documentation will be completed consistent with the process and deliverables defined in Tasks D & E.

EIR Mitigation Measures - Historic Resources Services

EIR Cultural Resources Mitigation Measure CUL-1(a): Historic Documentation Package

Mitigation Measure CUL-1(a) reads: Prior to issuance of demolition permits, the County shall ensure that documentation of the adobe buildings proposed for demolition is completed in the form of a Historic American Building Survey (HABS)-like documentation that shall comply with the Secretary of the Interior's Standards for Architectural and Engineering Documentation (National Park Service [NPS] 1990). The documentation shall generally follow the HABS Level III requirements and include digital photographic recordation, detailed historic narrative report, and compilation of historic research. The documentation shall be completed by a qualified architectural historian or historian who meets the Secretary of the Interior's Professional Qualification Standards for History and/or Architectural History (NPS 1983). The original archival-quality documentation shall be offered as donated material to the County of San Mateo Parks Department where it would be available for current and future generations. Archival copies of the documentation also shall be submitted to the San Mateo County Libraries and the San Mateo County History Museum where they would be available to local researchers. Completion of this mitigation measure shall be monitored and enforced by the lead agency.

Consultant Team will prepare HABS-like Level III documentation for the adobe buildings, along with associated features and setting, including:

- Drawings – sketch floor plans

- HABS-like Digital Photography (approximately 60 photographs total)
- HABS-like Historical Report, including a narrative history, description, and historic images

The Consultant Team will submit the documentation to the County of San Mateo Parks Department for review and approval.

Drawings: Consultant Team will prepare sketch plans of the five adobe buildings. All sketches will be created according to the latest HABS Drawings Guidelines by the National Park Service.

HABS-Like Digital Photography: The Consultant Team will provide printed digital photographs of the five adobe buildings and their setting. These photographs will document the character-defining features of the resources and will be produced by staff experienced in taking HABS-like photographs. Photographs will include general views that illustrate the setting, the exterior façades, oblique views, interior views, and details. The Consultant Team anticipates that we will produce approximately 60 digital images total of the historic resources. Consultant Team will offer the photos on archival digital DVDs or archival-quality hard copy prints to the required repositories, per their preference. Hard copy photographs will be printed on paper, labeled, and sorted into archival envelopes. A site plan photo key and floor plan photo keys will be included with the photographs.

HABS-Like Historical Report:

1) Field Survey: Page & Turnbull will couple the photography visit with a field survey of the five adobe buildings to verify existing conditions. This information will assist in completing the written description.

2) Research: Conduct archival research, as deemed necessary. Research may be conducted at local and online repositories, which may include: Menlo Park Public Library, San Mateo County Planning and Building departments, San Mateo County Assessor-Recorder, San Mateo County Museum Archive, California Historical Society, the UC Berkeley Environmental Design Library, and other repositories, as deemed necessary.

3) Prepare HABS-like Report: The HABS-like written report requirements for Level III documentation use the “short format,” which includes the name of each building, location, significance, exterior description, history, sources, name of historians, and project information. Page & Turnbull will prepare a short format report for each of the adobe buildings, which will be compiled into one document.

Deliverables

- *One (1) electronic copy of the Preliminary Draft HABS-like Report, photographs (on a contact sheet) and sketch plans to the County;*
- *One (1) electronic copy of the Draft HABS-like Report, photographs (on a contact sheet) and sketch plans to the County;*
- *Up to three (3) hard copies of the Final HABS-like Report and sketch plans to the required repositories and agencies.*
- *Up to three (3) sets of photographic prints and up to five (5) sets of digital files on Gold Archival DVD will be sent to the required repositories.*

After submitting the Preliminary Draft HABS-like sketch plans, photographs (on a contact sheet) and report, we will respond to one set of comments from the County. All comments must be compiled and delivered to Page & Turnbull in writing. Following receipt of comments, we will publish Final hard copy and digital materials. All deliverables will adhere to the National Park Service publications and guidelines, including:

- Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation: HABS/HAER Standards, 1990
- HABS/HAER Guidelines, HABS Historical Reports, October 2000
- HABS/HAER Guidelines, HABS/HAER Photographs: Specification and Guidelines, June 2001
- Revised HABS/HAER/HALS Guidelines for photographic documentation, May 2010
- National Register Photo Policy Factsheet, May 15, 2013

EIR Cultural Resources Mitigation Measure CUL-1(b): Standards of Review

Mitigation Measure CUL-1(a) reads: *The seismic retrofit of the adobe administrative office building shall be*

consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (Standards), thereby avoiding significant adverse direct or indirect impacts to historical resources. An architectural historian meeting the Secretary of the Interior's Professional Qualifications Standards shall be retained prior to the start of the seismic retrofit to review proposed plans and provide input to the County to avoid any direct or indirect physical changes to the building. The findings and recommendations of the architectural historian shall be documented in a Standards Project Review Memorandum, at the schematic design phase. This memorandum shall analyze all project components for compliance with the Standards. The document shall be subsequently submitted to County of San Mateo Parks Department for review and comment.

Project Consultation: To ensure sensitive treatment, Page & Turnbull's qualified architectural historians will review the plans for the seismic retrofit for the adobe administrative office building and provide design consultation.

Standards Project Review Memorandum: Page & Turnbull will analyze the proposed project on the adobe administrative office building using the Secretary of the Interior's Standards for the Treatment of Historic Properties at the schematic design phase.

Deliverables

- *One (1) electronic copy of Standards Project Review Memorandum to the County;*
- *One (1) electronic copy of the Revised Standards Project Review Memorandum to the County.*

Additional IFWS Test Well Expenses (2 additional wells)

As part of task B2, the Consultant team will complete additional research analysis to confirm the appropriate number of test wells for purposes of the analysis. If additional test wells are recommended and the County elects to proceed they will be completed consistent with the scope and procedure defined in Task B2.

2.1.1 Exclusions to Scope of Services

The Department shall provide the following information or services, or they may be added as additional services.

1. Signage and environmental graphics.
2. Water Feature design, mechanical design and construction documentation of pools, water features and fountains. Art installation coordination, permitting or technical assistance.
3. Soil Quality Control Testing Services during the construction phase shall be considered testing and inspection expenses and shall be provided by the Owner.
4. Arborist Services for Tree Inspection, Delivery, and Handling during construction and contract maintenance period shall be provided by the Owner.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

The Consultant Team's services as described in the scope of services shall be provided on Lump Sum basis as indicated in the following schedule (see ATTACHMENT A), except for Construction Administration, which is not included in this contract and is provided for reference only. The Prime Consultant shall notify the County and request authorization to proceed with additional services for work that is not included in the scope of services or exceeds the estimated budget. Please refer to ATTACHMENT B for fee detail by Consultant.

Reimbursable Expenses

Reimbursable expenses such as travel, printing, photography, delivery, fax, telephone, and other direct expenses shall be billed as noted above.

Additional Services

It is understood that the prime agreement will define the terms and conditions associated with additional services. If any of the circumstances outlined in this proposal affect the Landscape Architect's services for the Project, the Landscape Architect shall be entitled to an appropriate adjustment in the Landscape Architect's schedule and compensation in accordance with the Prime Agreement. Such adjustment shall be determined on an Hourly (time and materials basis) or a lump sum based on the Rate Schedule in Attachment C.

Invoices

Invoices shall be prepared monthly for progress payments based on the percent complete for each task defined in the fee schedule (Attachment A). The monthly progress invoices shall be supported by hours worked by task.

1. County agrees to pay CMG Landscape Architecture within thirty (30) days upon receipt of a written itemized invoice clearly identifying the Agreement number, task letter, specific work completed, and/or any breakdown of charges. Billing rates for services provided under this Agreement shall be based upon the fee schedule under **ATTACHMENT A** as part of this Agreement. County will not be held liable or responsible for the payment of or to any subcontractor not in direct agreement with the County. County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.
2. County's total fiscal obligation under this Agreement shall not exceed **\$1,892,710** unless said amount is authorized to be increased by the Parks Director or his/her designee by written amendment to this Agreement. The sum of all individual task assigned to CMG Landscape Architecture shall not exceed the total **\$1,892,710** not-to-exceed amount for this Agreement without prior written approval by the Parks Director or his/her designee.

ATTACHMENT A

RE-IMAGINE FLOOD PARK									
CMG PRICE PROPOSAL - SUMMARY 6.23.2021									
		ORIGINAL SERVICES	ORIGINAL EXPENSES	BASIC SERVICES*	BASE EXPENSES*	BASIC SERVICES TOTAL*	% FEE	OPTIONAL SERVICES + EXPENSES (SEE DETAIL)	CONTRACT TOTAL
BASIC SERVICES: PHASE/TASK									
A	Project Initiation + Review of Available Info	\$42,415	\$800	\$42,200	\$800	\$43,000	3%		\$43,000
B	Site Analysis (see expense notes)	\$163,942	\$118,362	\$163,942	\$212,272	\$376,214	12%	\$201,130	\$577,344
C	Schematic Design / 30% Design	\$198,329	\$6,000	\$198,329	\$6,000	\$204,329	14%		\$204,329
D	Design Development / 60% & 90% PS&Es	\$469,502	\$14,000	\$469,502	\$14,000	\$483,502	34%		\$483,502
E	Draft and Final Design / 100% PS&Es	\$204,886	\$5,000	\$204,886	\$5,000	\$209,886	15%		\$209,886
F	Code/Regulatory Requirements, Agency Coordination, Permitting, & CEQA Compliance	\$90,032	\$3,000	\$90,032	\$3,000	\$93,032	7%		\$93,032
G	Bidding/Award	\$42,674	\$2,000	\$42,674	\$2,000	\$44,674	3%		\$44,674
H	Construction Administration (for reference - NIC)	\$280,442	\$10,000	\$280,442	\$10,000	\$290,442	0%		NIC
I	Public Design Workshops and Communication	\$169,692	\$10,000	\$181,944	\$5,000	\$186,944	12%		\$186,944
J	Contingency Services							\$50,000	\$50,000
TOTALS (EXCLUDES CA / PHASE H)		\$1,381,472	\$159,162	\$1,393,508	\$248,072	\$1,641,580	100%	\$251,130	\$1,892,710
<i>*Bold italic indicates phase sub-totals revised per County feedback on scope</i>									
BASE EXPENSES			ORIGINAL	FINAL					
B	Site Analysis Expenses - Detail		\$113,375	\$207,354					
	Site Survey *		\$34,000	\$116,798					
	Field Crew - 7 days			\$23,698					
	Underground Utility Locating for Remainder of Park		not included	\$50,100					
	Resolved Boundary Survey / Easements & Record of Survey		not included	\$43,000					
	Geotechnical Investigation Expenses		\$11,110	\$22,291					
	Geotechnical Investigation			\$11,941					
	Environmental Soils Assessment		not included	\$10,350					
	Irrigation Well Feasibility Study (IWFS): One Test Well		\$68,265	\$68,265					
ALL	General Reimbursable Expenses		\$45,787	\$40,718					
	General Reimbursable Expenses		\$35,787	\$35,718					
	Community Outreach/Translation Services		\$10,000	\$5,000					
TOTAL			\$159,162	\$248,072					
OPTIONAL SERVICES AND EXPENSES								OPTIONAL	
B	Irrigation Well & Pump Design Services							\$45,000	
B	EIR Mitigation Measures - Historic Resources Services							\$19,395	
	EIR Mitigation: HABS Documentation							\$13,375	
	EIR Mitigation: Standards Project Review Memo							\$6,020	
B	Optional Expenses - IWFS							\$136,735	
	Two Additional Test Wells (as needed)								
TOTAL								\$201,130	

ATTACHMENT B

RE-IMAGINE FLOOD PARK CMG PRICE PROPOSAL - TEAM DETAIL										PRIME	COMMUNITY ENGAGEMENT	ARCHITECTURE	CIVIL ENG.	GEOTECHNICAL ENGINEERING	WELL FEASIBILITY STUDY	STRUCTURAL ENGINEERING	M/E/P ENGINEERING	IRRIGATION DESIGN	LANDSCAPE ECOLOGY	O&M EVALUATION	COST ESTIMATING		
6.23.2021 Revision										CMG LANDSCAPE ARCHITECTURE	SKEO	PAGE & TURNBULL	BKF ENGINEERS	CORNERSTONE	GOLDER	KRAKOWER & ASSOCIATES	ESD GLOBAL	RMA	HT HARVEY	PROS CONSULTING	M.LEE		
TEAM SUMMARY										Total Fee	Total Fee	Total Fee	Total Fee	Total Fee	Total Fee	Total Fee	Total Fee	Total Fee	Total Fee	Total Fee	Total Fee		
PHASE/TASK	DURATION (WEEKS)	BASIC SERVICES	BASE EXPENSES	BASIC SERVICES TOTAL	OPTIONAL SERVICES + EXPENSES (SEE DETAIL)	CONTRACT TOTAL	% FEE																
A	Project Initiation + Review of Available Info	4	\$42,200	\$800	\$43,000		\$43,000	3%	\$17,000	\$6,600	\$5,960	\$3,724	\$0	\$2,502	\$1,210	\$1,100	\$0	\$2,543	\$1,560	\$0			
Percent Total Task										40%	16%	14%	9%	0%	6%	3%	3%	0%	6%	4%	0%		
B	Site Analysis	6	\$163,942	\$212,272	\$376,214	\$201,130	\$577,344	12%	\$40,380	\$0	\$10,480	\$19,961	\$8,935	\$55,803	\$22,540	\$2,560	\$0	\$3,283	\$0	\$0			
Percent Total Task										25%	0%	6%	12%	5%	34%	14%	2%	0%	2%	0%	0%		
C	Schematic Design / 30% Design	10	\$198,329	\$6,000	\$204,329		\$204,329	14%	\$107,000	\$0	\$21,880	\$23,014	\$1,650	\$0	\$9,576	\$5,120	\$2,500	\$6,655	\$9,750	\$11,184			
Percent Total Task										54%	0%	11%	12%	1%	0%	5%	3%	1%	3%	5%	6%		
D	Design Development / 60% & 90% PS&Es	16	\$469,502	\$14,000	\$483,502		\$483,502	34%	\$287,200	\$0	\$34,040	\$49,728	\$2,600	\$0	\$19,152	\$11,440	\$24,500	\$7,498	\$0	\$33,344			
Percent Total Task										61%	0%	7%	11%	1%	0%	4%	2%	5%	2%	0%	7%		
E	Draft and Final Design / 100% PS&Es	8	\$204,886	\$5,000	\$209,886		\$209,886	15%	\$139,600	\$0	\$15,240	\$14,542	\$0	\$0	\$3,192	\$13,400	\$4,500	\$1,992	\$0	\$12,420			
Percent Total Task										68%	0%	7%	7%	0%	0%	2%	7%	2%	1%	0%	6%		
F	Code/Regulatory Requirements, Agency Coordination, Permitting, & CEQA Compliance	10	\$90,032	\$3,000	\$93,032		\$93,032	6%	\$50,400	\$0	\$8,760	\$12,940	\$0	\$0	\$9,280	\$4,600	\$0	\$4,052	\$0	\$0			
Percent Total Task										56%	0%	10%	14%	0%	0%	10%	5%	0%	5%	0%	0%		
G	Bidding/Award	10	\$42,674	\$2,000	\$44,674		\$44,674	3%	\$23,400	\$0	\$9,800	\$5,774	\$0	\$0	\$480	\$2,720	\$500	\$0	\$0	\$0			
Percent Total Task										55%	0%	23%	14%	0%	0%	1%	6%	1%	0%	0%	0%		
H	Construction Administration (For Reference - NIC)	24	\$280,442	\$10,000	\$290,442		NIC	0%	\$215,040	\$0	\$24,180	\$25,400	\$0	\$0	\$11,520	\$0	\$3,000	\$1,302	\$0	\$0			
Percent Total Task										77%	0%	9%	9%	0%	0%	4%	0%	1%	0%	0%	0%		
I	Public Design Workshops and Communication	16	\$181,944	\$5,000	\$186,944		\$186,944	13%	\$110,080	\$55,900	\$7,400	\$5,482	\$0	\$0	\$0	\$1,410	\$0	\$1,672	\$0	\$0			
Percent Total Task										61%	31%	4%	3%	0%	0%	0%	1%	0%	1%	0%	0%		
J	Contingency Services				\$50,000		\$50,000	0%															
ORIGINAL PROPOSAL TOTAL (EXCLUDES CA / PHASE H)										\$775,060	\$50,464	\$113,560	\$135,165	\$13,185	\$58,305	\$65,430	\$42,350	\$32,000	\$27,695	\$11,310	\$56,948		
SUBTOTAL: NEW SERVICES (SEE SCOPE DETAIL)											\$12,036												
REVISED FEE TOTAL (EXCLUDES CA / PHASE H)										\$775,060	\$62,500	\$113,560	\$135,165	\$13,185	\$58,305	\$65,430	\$42,350	\$32,000	\$27,695	\$11,310	\$56,948		
BASE EXPENSES										ORIGINAL	FINAL												
B	Site Analysis Expenses - Detail		\$113,375	\$207,354																			
	Site Survey *		\$34,000	\$116,798																			
	Field Crew - 7 days			\$23,698																			
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	TOTAL		\$159,162	\$248,072																			
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	Two Additional Test Wells (as needed)																						
	TOTAL																					\$201,130	