

**Summary of Contingency Services Approved and Approval of Realignment of Funds for Additional Work
Bayer Neighborhood Park and Garden**

7-Nov-13

1. **Land Paths Public Outreach and Assessment: August 13, 2009**
Landpaths to provide local coordinator and outreach to community per request of City of Santa Rosa

	Total	\$35,001
--	--------------	-----------------

2. **Prop 84 Grant Support: March 2, 2010**
 - A. Provide the City of Santa Rosa with a Proposition 84 grant narrative and submission package (PRG):

	\$8,800	
--	---------	--
 - B. Provide PRG and its associates with project information and assist with administrative aspects (including two project meetings) of the consultation with the City of Santa Rosa for the successful submittal of the grant application package (RHAA):

	\$2,628	
--	---------	--

	Subtotal	\$11,428	
	5% Management Fee	\$440	
	Total	\$11,868	

3. **Haz Mat Assessment of Residence and additional outreach: March 10, 2010**
Baseline Environmental to provide a Phase 1 Environmental Site Assessment and Lead and Asbestos Survey for the Bayer Farm property. The scope of work to complete this document was not in original scope of environmental consulting services.

	Subtotal:	\$8,720	
--	-----------	---------	--

Additional scope for Master Planning. Additional public meeting scheduled as an extension to workshop #4 to take additional input on the preferred alternative plan, and to develop consensus on the direction for developing the master plan. In addition, RHAA facilitated a workshop focusing on conceptual playground design for the Park. Workshop participants were a group kids at the after school program at Roseland Elementary School. The workshop was done at the request of the City of Santa Rosa Parks, Recreation and Community Services Dept. Also included herein is labor associated with the production of the notification flyer and direct mailing effort for public workshop #1

	Subtotal	\$4,160	
	Total	\$12,880	

4. **Traffic Study, Utility Capacity Study and Operation/ Cost Model with the Community Center, Environmental Education Center, Kiosco, Kitchen Pavilion and Caretaker's Residence: September 28, 2010**
 1. Prepare a focused traffic study of the adjacent roadway segments and intersections providing access to the park (LSA):

	Subtotal	\$10,880	
2. Analyze the capacity of sewer and water utilities (BKF/Carlenzoli):	Subtotal	\$13,000	
3. Prepare an operations/maintenance cost model for the park project, addressing potential revenue generation and assisting with negotiations of the agreement between the City of Santa Rosa and LandPaths (ADE):	Subtotal	\$15,410	
	Subtotal	\$39,290	
	5% Management Fee:	\$1,965	
	Total		\$41,255
5. Kitchen Design for Commercial Kitchen: June 14, 2011 (RAS)			
	Total		\$4,100
6. Wetland and Endangered Species Permits: February 7, 2012 (LSA)			
	Total		\$28,290
7. Cost Estimate for Expanded Scope: July 30, 2012			
Expanded scope for cost estimation related to introduction of Community Center, Environmental Education Center, Kitchen Pavilion and Kiosco (Original proposal for renovation of existing residence and barn). (Cromb Associates)			
	Total		\$8,100
8. Expanded Scope for Design Development: April 16, 2011			
Expanded scope related to introduction of Community Center, Environmental Education Center, Kitchen Pavilion and Kiosco (Original proposal for renovation of existing residence and barn):			
Architecture (Siegel & Strain)		\$89,400	
Structural (ZFA)		\$7,500	
Mechanical, Electrical, Plumbing (MEP)		\$16,740	
Geotechnical (Kleinfelder)		\$15,000	
Environmental (LSA)		\$3,705	
	Total		\$132,345
9. 50% Construction Documentation and Program Realignment:			
	Total		\$15,997
	TOTAL		\$289,836

LandPaths

R O Y S T O N H A N A M O T O A L L E Y & A B E Y

R | H | A | A

August 13, 2009

Via: USPS

LandPaths
618 4th Street, # 217
Santa Rosa, CA 95404
Attn: Craig Anderson

Re: **Bayer Neighborhood Park and Garden**
RHAA Project # 08090-A (Please reference on all invoices and
correspondence)

Dear Craig:

Enclosed are two (2) copies of the signed Service Agreement between Architect and Consultant, one (1) copy of our Prime Agreement, and one (1) copy of the AIA document A201 - 2007, General Conditions of the Contract for Construction. Please sign both copies of the Agreement and return one (1) fully executed copy for our files.

Additionally please complete and return the following:

- Certificate of Evidence of Insurance as specified in the prime agreement naming Royston Hanamoto Alley & Abey as additional insured.
- W-9 Form
- Business Information Form

If you have any questions please feel free to contact me at (415) 383-7900.

Best regards,



Alissa Maglaty
Office Manager

Enclosures

cc: office file

L A N D S C A P E A R C H I T E C T S & P L A N N E R S

225 Miller Avenue
Mill Valley, CA
94941

415.383.7900
415.383.1433 Fax
mvstudio@rhaa.com

323 Geary Street, #602
San Francisco, CA
94102

415.861.7900
415.861.7908 Fax
www.rhaa.com

 **AIA[®] Document C401[™] – 2007**

Standard Form of Agreement Between Architect and Consultant

AGREEMENT made as of the Thirteenth day of August in the year Two Thousand Nine
(In words, indicate day, month and year.)

BETWEEN the Consultant's client identified as the Architect, hereafter refers to the
Landscape Architect:
(Name, legal status, address and other information)

Rovston Hanamoto Allev & Abey
225 Miller Avenue
Mill Valley, CA 94941
Telephone Number: 415.383.7900
Fax Number: 415.383.1433

This document has important
legal consequences.
Consultation with an attorney
is encouraged with respect to
its completion or modification.

and the Consultant:
(Name, legal status, address and other information)

LandPaths
618 4th Street, #217
Santa Rosa, CA 95404
Telephone Number: 707.544.7284
Fax Number: 707.544.7242

Consultant's discipline:

Community Outreach and Assessment Services

Consultant's Designated Representative:
(Name, address and other information)

Craig Anderson

The Architect has made an agreement, hereinafter known as the Prime Agreement, with
the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Santa Rosa
55 Stony Point Road
Santa Rosa, CA 95404

dated: May 19th, 2009
(In words, indicate month, day and year of the Prime Agreement.)

for the following Project:
(Include detailed description of Project, location, address and scope.)

Bayer Park & Gardens
1550 West Avenue, Santa Rosa, CA

int.

.1 General Liability

\$1,000,000.00

.2 Automobile Liability

\$1,000,000.00

.3 Workers' Compensation

\$1,000,000.00

.4 Professional Liability

\$1,000,000.00

Consultant shall provide the Architect a Certificate of Liability Insurance evidencing coverage for General Liability, Worker's Compensation, Automobile Liability and Professional Liability equal to that required in the Prime Agreement naming Royston Hanamoto Alley and Abey as additional insured. The Consultant must also meet the Insurance Requirements set forth by the City of Santa Rosa in the Prime Agreement Attachment 1.

ARTICLE 3 SCOPE OF CONSULTANT'S SERVICES

§ 3.1 The Consultant shall provide the Architect with the same professional services for This Portion of the Project as the Architect is required to provide to the Owner under the Prime Agreement, unless otherwise described below: *(Set forth, in detail, any variations to, or limitations on, the professional services described in the Prime Agreement affecting the Consultant's services under this Agreement.)*

Community Outreach and Assessment Services as described in Attachment A, page 1.

§ 3.1.1 The Consultant shall ascertain the requirements for This Portion of the Project and shall confirm such requirements to the Architect.

§ 3.1.2 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Section 3.1, or shall cause such services to be performed by appropriately licensed design professionals.

§ 3.1.3 Upon request of the Architect, the Consultant shall furnish to the Architect, with reasonable promptness, interpretations of the Contract Documents prepared by the Consultant.

§ 3.1.4 The Consultant shall, within time limits agreed upon or otherwise with reasonable promptness, render written recommendations on claims, disputes and other matters in question between the Owner and Contractor relating to the execution or progress of This Portion of the Project as provided by the Contract Documents.

§ 3.1.5 The Consultant shall assist the Architect in determining whether the Architect shall reject Work for This Portion of the Project which does not conform to the Contract Documents or whether additional inspection or testing is required.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services may be provided after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services that may arise as the Project proceeds, as described in the Prime Agreement, the Consultant shall notify the Architect. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Architect's written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section 4.1 shall entitle the Consultant to compensation pursuant to Section 11.2.

Init.

Agreement or suspend its services pursuant to the same terms and conditions under which the Architect may terminate the Prime Agreement or suspend its services under the Prime Agreement.

§ 9.2 Either party may terminate this Agreement at such time as the Prime Agreement is terminated. The Architect shall promptly notify the Consultant of such termination.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law provided in the Prime Agreement. If the parties have selected arbitration as the method of binding dispute resolution in Section 8.2, the Federal Arbitration Act shall govern the arbitration set forth in Section 8.3 of AIA Document B101™-2007.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201™-2007. General Conditions of the Contract for Construction.

§ 10.3 The Architect and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither Architect nor Consultant shall assign this Agreement without the written consent of the other.

§ 10.4 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Architect or Consultant.

§ 10.5 Unless otherwise required in this Agreement, the Architect and Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.6 If the Consultant or Architect receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Consultant's Services as described under Article 3, the Architect shall compensate the Consultant as follows:

(Insert amount of, or basis for, compensation.)

Compensation shall be made on a time and materials basis not to exceed the amount of TWENTY SEVEN THOUSAND FIVE HUNDRED SEVENTY NINE DOLLARS and no/100 (\$27,579.00) invoiced monthly by task as described in Attachment A, page 1.

§ 11.2 For Additional Services that may arise during the course of the Project, the Architect shall compensate the Consultant as follows:

(Insert amount of, or basis for, compensation.)

Project Contingency for Additional Community Outreach Services to be used upon Owner's approval: compensation shall be made on a time and materials basis not to exceed the amount of SEVEN THOUSAND FOUR HUNDRED TWENTY TWO DOLLARS and no/100 (\$7,422.00) invoiced monthly by task as described in Attachment A, page 1.

For any other services, payment will be made on a time and materials basis as per the attached hourly billing rates. No consultant is to proceed with additional work without written approval by the Architect.

§ 11.3 Compensation for Additional Services of the Consultant's subconsultants when not included in Section 11.2, shall be the amount invoiced to the Consultant plus (), or as otherwise stated below:

N/A

Init.

Attachment A

page 1

LandPaths
Scope and Fee 8/3/09

Bayer Neighborhood Park and Gardens

Task	hourly	M hours	L hours	C hours	Admin	total
A. PRE-DESIGN- OUTREACH AND ASSESSMENT						
1. Site Analysis and Assessment						
1a. Project Initiation and Data Collection						
A. STRATEGIC PLANNING: assist with development of community outreach and participation strategy						
1. Participate in two 2 hour strategic planning meetings			6.5			292.5
						0
B. STEERING COMMITTEE						
1. Assist with building project steering committee by organizing 15 to 20 one on -one or two -on -one interviews/recruitment meetings with potential steering committee members			100			4500
						0
						0
2. Make follow-up visits and calls to steering committee member to assure attendance at first meeting			20			900
3. Follow-up individually with each steering committee member to solidify commitment			20			900
4. Outreach team check-in			4			180
1b: Documenting Site Analysis and Assessment						
A. STEERING COMMITTEE						
1. Mobilize Steering Committee members for 2 meetings			12			540
2. Attend Steering Committee meetings			6			270
3. Follow-up individually with each steering committee member to gather feedback and affirm commitment			40			1800
B. WORKSHOPS						
1. Lead public outreach and recruitment effort in collaboration with Steering Committee with goal of building representative base of 40 or more residents committed to participating in series of 5 work shops			60			2700
2. Turnout 40 or more residents for first and second workshops. Goal is to turnout residents committed to participating in entire process and to have two thirds or more of the people who came to workshop 1 return to workshop 2			24			1080
3. Attend workshops 1 & 2			10			450
4. Outreach team check-in			6			270
B. Master Planning						
A. STEERING COMMITTEE						
1. Mobilize Steering Committee members for 3 meetings			20			900
2. Attend Steering Committee meetings			6			270
B. WORKSHOPS						
1. Turnout 40 or more residents for third, fourth and fifth workshops. Goal is to sustain participation by two thirds or more of the people who came to workshops 1 and 2			32			1440
2. Attend Workshops 3-5?			16			720
3. Outreach team check-in			6			270
C. CONSTRUCTION DOCUMENTS						
TASK 3: CONSTRUCTION DOCUMENTS						
A. STEERING COMMITTEE						
1. Mobilize Steering Committee members to 1 or 2 meetings			16			720
2. Attend Steering Committee meetings			4			180
B. WORKSHOPS						
1. Turnout 40 or more residents for sixth workshop Goal is to sustain participation by two thirds or more of the people who came to workshops 1 through 5			12			540
2. Attend Workshop 6			6			270
3. Outreach team check-in			6			270
Staff management			52			3276
Staff oversight				24		2160
Administration					32	1440
Misc office expenses						740
Project travel						500
Project Contingency (to be used upon City approval)			432.5	52	24	32 27578.5 7422
PROJECT TOTAL NOT TO EXCEED						<u>\$35,001</u>

Prop 84 Assiat

Cordy Hill

From: Hovden, Rich [RHovden@srcity.org]
Sent: Thursday, October 14, 2010 8:09 AM
To: Scott Wilkinson
Subject: RE: Bayer amendment with revised date

Categories: Filed by Newforma

Hi Scott,

Thank you for the revised proposal and please proceed with the services.

Rich

From: Scott Wilkinson [mailto:scott@rhaa.com]
Sent: Wednesday, October 13, 2010 5:42 PM
To: Hovden, Rich
Subject: Bayer amendment with revised date

Rich,

Here is the revised amendment proposal. I sent this version to you Sept. 28th, so I changed the date to reflect that. By my accounting this is will actually be contract amendment #3. The first two were...

1. Prop. 84 grant writing
2. Phase 1 environmental analysis.

I'll send you another email with the building information.

Scott

Scott Wilkinson, ASLA
Associate

R | H | A | A

Royston Hanamoto Alley & Abey
225 Miller Ave, Mill Valley, CA 94941
323 Geary St. Ste. 602, San Francisco, CA 94102
P 415 383 7900 F 415 383 1433
www.rhaa.com



Please consider the environment before printing this email.

R | H | A | A

September 28, 2010

Rich Hovden
 City of Santa Rosa
 Recreation, Parks & Community Services Dept
 55 Stony Point Rd
 Santa Rosa, CA 95401

Exhibit 1

Extra Services Fee Proposal for Bayer Neighborhood Park and Gardens

Dear Rich:

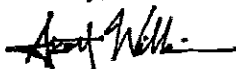
Please find attached scope and fee for services required to finish the additional tasks as identified in the City comments to complete the IS/Mitigated Negative Declaration Document according to satisfy CEQA requirements; Traffic Study, and Utilities Analysis. The scopes of services for these items are provided herein by LSA and BKF/Carlenzoli respectively. Additionally at your request we have included the services for an economic analysis of the project as proposed by **Applied Development Economics (ADE)**.

This proposal would amend the contract between RHAA and the City of Santa Rosa for master planning services. RHAA will provide all necessary support services for the facilitation and coordination of these services and has included a 5% consultant management fee.

A summary of fees for services are as follows:

1. Prepare a focused traffic study of the adjacent roadway segments and Intersections providing access to the park (LSA):	\$10,880
2. Analyze the capacity of sewer and water utilities (BKF/Carlenzoli):	\$13,000
3. Prepare an operations/maintenance cost model for the park project, addressing potential revenue generation and assisting with negotiations of the agreement between the City of Santa Rosa and LandPaths (ADE):	<u>\$15,410</u>
subtotal:	\$39,290
<u>5% consultant management fee (RHAA)</u>	<u>\$1,965</u>
Total:	\$41,254

Sincerely,



Scott Wilkinson, Project manager

Haz Mat & Outreach

Cordy Hill

From: Hovden, Richard [RHovden@srcity.org]
Sent: Friday, April 23, 2010 9:48 AM
To: Janet Rector; Scott Wilkinson
Subject: RE: Bayer

Categories: Filed by Newforma

Thank you & Have a great weekend!!

Rcih

From: Janet Rector [<mailto:Janetr@rhaa.com>]
Sent: Friday, April 23, 2010 9:44 AM
To: Hovden, Richard; Scott Wilkinson
Subject: RE: Bayer

Hi Rich -

I'm on vacation until Monday May 3rd. I will call you then to discuss how you want to track the billing for the extra services 1&2. I will be issuing the next billing around the 10th of May, so if we need to make changes to the prior invoice I can take care of that then as well.

Hope you have a good weekend!

Thanks -
Janet

From: Hovden, Richard [<mailto:RHovden@srcity.org>]
Sent: Fri 4/23/2010 8:58 AM
To: Scott Wilkinson; Janet Rector
Subject: Bayer

Hi Scott & Janet,

When you have a chance, I need to talk to you about the extra service requests 1&2.

There isn't a problem with payment...but I want to make sure we are correctly tracking them!

Thank you!
Rich

R | H | A | A

Mar. 2, 2010

Rich Hovden
 City of Santa Rosa
 Recreation, Parks & Community Services Dept
 55 Stony Point Rd
 Santa Rosa, CA 95401

**Extra Services Fee Proposal for Bayer Neighborhood Park and Gardens Prop. 84
 Grant Writing and Support Services**

Mr. Hovden:

Please find attached scope and fee for grant writing support services for the Prop. 84 grant application for Bayer Neighborhood Park and Gardens project. The scope of services is provided herein by **The Partnership Resources Group (PRG)** and **RHAA** respectively.

The following extra services proposal amends the contract between RHAA and the City of Santa Rosa. RHAA will provide all necessary support services for the facilitation of the grant application for Proposition 84 funding for the Bayer Neighborhood Park and Gardens project for a lump sum fee of \$2,628 (two thousand six hundred and twenty eight dollars and no cents), plus normal reimbursable expenses. For a description of grant writing services see attached proposal by **PRG**.

A summary of fees for services are as follows:

- | | |
|---|-----------------|
| 1. Provide the City of Santa Rosa with a Proposition 84 grant narrative and submission package (PRG): | \$8,800 |
| 2. Provide PRG and its associates with project information and assist with administrative aspects (including two project meetings) of the consultation with the City of Santa Rosa for the successful submittal of the grant application package (RHAA): | <u>\$2,628</u> |
| subtotal: | \$11,428 |
| 5% consultant management fee (RHAA) | <u>\$440</u> |
| Total: | \$11,868 |

Sincerely,



Scott Wilkinson, Project manager

R | H | A | A

Mar. 10, 2010

Rich Hovden
City of Santa Rosa
Recreation, Parks & Community Services Dept
55 Stony Point Rd, Santa Rosa, CA 95401

**Additional Services Request #2 for the Bayer Neighborhood Park and Gardens
Master Planning Project**

Mr. Hovden:

It has been distinct pleasure working with you and the Recreation, Parks & Community Services Department on this project. We look forward to completing the master planning phase and continuing our working relationship into the design development and construction documents phases of the project. We feel we have provided you and the community with a high level of service thus far and look forward to continuing to do so.

Before moving forward I would like to take this opportunity to express that some of the work completed by RHAA to date has gone beyond the scope of our original contract. Please consider this formal request to amend our original professional services agreement to allow for compensation for this work. The proposal includes time associated with the additional public meeting, the youth playground workshop, labor for competing the notification mailer for workshop #1 and the Phase 1 Environmental Site Assessment and Lead and Asbestos Survey. Please review the description of the services and fee summary attached and feel free to contact me with any questions or comments regarding either the scope or the fees proposed for services rendered.

Sincerely,



Scott Wilkinson, Project manager

Summary of Fees for Additional Services:

1. During the analysis phase of the project RHAA contracted with Baseline environmental to provide a Phase 1 Environmental Site Assessment and Lead and Asbestos Survey for the Bayer Farm property. The scope of work to complete this document was not accounted for in original scope of environmental consulting services. The document was completed in October of 2009, and in the interest of expediting the work RHAA contracted with Baseline Environmental Consulting and paid for with fees from RHAA's original contract amount.

Subtotal \$8,720

2. Master planning services included an additional public meeting that RHAA was not originally scoped for. The meeting was scheduled as an extension to workshop #4 to take additional input on the preferred alternative plan, and to develop consensus on the direction for developing the master plan. In addition, RHAA facilitated a workshop focusing on conceptual playground design for the Park. Workshop participants were a group kids at the after school program at Roseland Elementary School. The workshop was done at the request of the City of Santa Rosa Parks, Recreation and Community Services Dept. Also included herein is labor associated with the production of the notification flyer and direct mailing effort for public workshop #1

Subtotal \$4,160

Total fee for additional services..... \$12,880

L A N D S C A P E A R C H I T E C T S &
P L A N N E R S

225 Miller Avenue
Mill Valley, CA
94941

415.383.7900
415.383.1433 Fax
mvstudio@rhaa.com

323 Geary Street, #602
San Francisco, CA
94102

415.861.7900
415.861.7908 Fax
www.rhaa.com

Bayer Neighborhood Park and Gardens - Additional Services Request #2

3/10/2010

		Total Task	RHAA		
			Principal	PM	Staff1
Additional Services by Task			\$175	\$105	\$95
A.	Public meeting (follow-up to workshop #4)	\$800		4	4
B.	Kids playground workshop (Roseland Elementary after school program)	\$915		6	3
C.	Labor for Workshop #1 notification mailer	\$2,445		2	16
			0	12	23
			\$0	\$1,260	\$2,185
			\$4,160		

Total Additional Service Fee \$4,160

Reimbursable Expenses

Phase I Environmental Site Assessment (prepared by Baseline Environmental) \$8,720

Total Reimbursables \$8,720

Bayer Neighborhood Park and Gardens - Additional Services Request #2

3/10/2010

Additional Services by Task		Total Task	RHAA			
			Principal	PM	Staff1	admin.
			\$175	\$105	\$95	\$65
A.	Public meeting (follow-up to workshop #4)	\$800		4	4	
B.	Kids playground workshop (Roseland Elementary after school program)	\$915		6	3	
C.	Labor for Workshop #1 notification mailer	\$2,445		2	16	11
	Hours Per Person		0	12	23	11
	Fee per Person		\$0	\$1,260	\$2,185	\$715
	Fee per Firm		\$4,160			

Total Additional Service Fee \$4,160

Reimbursable Expenses

Phase I Environmental Site Assessment (prepared by Baseline Environmental) \$8,720

Total Reimbursables \$8,720

GRAND TOTAL \$12,880

Traffic / Utility / Operation Model

Cordy Hill

From: Hovden, Richard [RHovden@srcity.org]
Sent: Thursday, September 16, 2010 6:31 PM
To: Scott Wilkinson
Cc: Richardson, Marc; Tuell, Jennifer
Subject: RE: Bayer Park and Gardens update

Categories: Filed by Newforma

Scott,

Thank you for the update.

I'll let Marc weigh in on this but I think we would want you to proceed and we'll execute an amendment to the existing agreement.

Rich

From: Scott Wilkinson [mailto:scott@rhaa.com]
Sent: Thursday, September 16, 2010 5:27 PM
To: Hovden, Richard
Cc: Richardson, Marc; Tuell, Jennifer
Subject: Bayer Park and Gardens update

Hi Rich,

Following up on our last conversation I wanted update you regarding the state of the project and highlight the next steps in terms of finalizing the Master Plan and moving into the next phase of the project

The priority at this point is to finalize the CEQA document (Mitigated Negative Declaration). The process requires a 30 day review and comment period. It is possible that the outcome of this process may result in changes to the Master Plan, that we would have to make before taking both the MP and approved CEQA document to Council.

LSA has attended to many of the Cities comments on the draft, however the two remaining tasks; the traffic study, and the utilities analysis will need your authorization to proceed. We had anticipated that the most efficient means would be in the form of a contract amendment, but perhaps a new contract is preferable for these services (let me know if you'd like me to re-send the fee proposal).

Key next steps:

- Process contract amendment for BKF and LSA to proceed with studies
- Execute traffic and utility studies (2 weeks)
- Incorporate studies, finalize and process CEQA document with State Clearinghouse (6 weeks)
- Revisions to Master Plan and preparation of final documentation for council (2 weeks)

With the studies underway and the processing of the environmental document we can focus on the fine tuning the phasing strategy and the approach to our next phase of design and planning work based on available funds.

Scott

R | H | A | A

Aug. 19, 2010

Rich Hovden
City of Santa Rosa
Recreation, Parks & Community Services Dept
55 Stony Point Rd
Santa Rosa, CA 95401

Exhibit 1

Extra Services Fee Proposal for Bayer Neighborhood Park outstanding CEQA documentation items

Dear Rich:

Please find attached scope and fee for services required to finish the additional tasks as identified in the City comments to complete the IS/Mitigated Negative Declaration Document according to satisfy CEQA requirements; Traffic Study, and Utilities Analysis. The scopes of services for these items are provided herein by LSA and BKF/Carlenzoli respectively.

This proposal would amend the contract between RHAA and the City of Santa Rosa. RHAA will provide all necessary support services for the facilitation and coordination of these services and has included a 5% consultant management fee.

A summary of fees for services are as follows:

- | | |
|---|-----------------|
| 1. Prepare a focused traffic study of the adjacent roadway segments and Intersections providing access to the park (LSA): | \$10,880 |
| 2. <u>Analyze the capacity of sewer and water utilities (BKF/Carlenzoli):</u> | <u>\$13,000</u> |
| subtotal: | \$23,880 |
| <u>5% consultant management fee (RHAA)</u> | <u>\$1,194</u> |
| Total: | \$25,074 |

Sincerely,



Scott Wilkinson, Project manager



BKF Engineers
Civil Engineers, Land Surveyors and Planners
325 Tesconi Circle
Santa Rosa, CA 95401

Tel. 707-583-8500
Fax. 707-583-8539
www.bkf.com

August 18, 2010

Royston Hanamoto Alley & Abey
225 Miller Ave,
Mill Valley, CA 94941

Attn: Scott Wilkinson

Subject: Consulting Services
Bayer Neighborhood Park
Santa Rosa, CA

Thank you for the opportunity to respond to your request for consulting services at the Bayer Neighborhood Park.

We did take the opportunity to review the available information at Local and City Agencies, and preliminary plans.

Based on this understanding BKF Engineers would offer the following:

Task 1:

BKF Engineers will provide a hydrology study for the storm drain system serving the Bayer Park site as it currently exists. Using the available plans and hydrology calculations available at the Sonoma County Water Agency, BKF Engineers will develop Hydraulic Grade Lines for the 10-yr storm event. In addition, the study will look at the existing infrastructure immediately adjacent to the site for capacity to serve the development of the park. No topographic survey work is proposed with this study. The study will use available plans and data.

Task 2:

BKF Engineers will request fire hydrant flow tests to be performed for at least two existing fire hydrants adjacent to the park site and provide preliminary calculations for flow capacity available to the site. In addition, BKF Engineers will request information on the capacity of the City Water supply system available for the park development. City fees to test the hydrants are not included in this proposal.

Task 3:

BKF Engineers will evaluate the sewer main in West Avenue adjacent to the project site to serve the proposed Park development based on the information provided by the Sonoma County Water Agency, including any plans for upgrades to the South Park Sanitation District system in West Avenue. In addition, BKF Engineers will request information on the capacity of the City operated sewer treatment plant to handle the development of Bayer Park. The study will be based on the available information and no survey is included as part of the work. Based on the conclusion of this work, additional services may be warranted. BKF Engineers will provide an updated scope and amended fee proposal for those added services.

FEES FOR PROFESSIONAL SERVICES

The scope and fees are subject to change upon being provided with new and/or additional information not contemplated.

<u>Task</u>	<u>Description</u>	<u>Fee</u>
1	Hydrology study	\$ 7,500
2	Water capacity calculations	\$ 3,000
3	Sewer capacity study	\$ 2,500

The fees will be invoiced monthly, and the invoice will identify the professional category and associated hourly rate, and include a brief description of the services performed during that particular billing cycle. The fees are due upon presentation of an invoice.

These fees do not include reimbursable expenses such as express mailing, printing and reproduction. These fees will be invoiced as a separate line item on the monthly invoices in accordance with our rate schedule.

Fees for supplemental and additional services are proposed to be billed on a time and materials basis in accordance with our Rate Schedule, unless otherwise agreed upon. Additional services will be performed only if authorized.


SCHEDULE

BKF Engineers is prepared to start immediately upon your authorization to proceed.

Should you have any questions, or would like additional clarification on any aspect of this response to your request or available services, please feel free to call.

Thank you for your continued consideration of our staff and professional services,

BKF Engineers



GREG HURD, P.E., LEED AP
Principal / Vice President

BAYER PARK FOCUSED TRAFFIC IMPACT ANALYSIS SCOPE OF WORK

The Transportation/Traffic section of the draft Bayer Park IS/MND identified potential traffic impacts due to vehicle trips generated by the park. To fully analyze whether vehicle trips generated by the park could impact peak hour operations of adjacent roadways and intersections, LSA will prepare a focused traffic study of the adjacent roadway segments and intersections providing access to the park.

The traffic study will be conducted for the existing and existing plus project conditions and will utilize the urban street and intersection analysis methodologies contained in the 2000 Highway Capacity Manual. It is anticipated that up to four intersections and four roadway segments will be included in the analysis.

Existing traffic volumes will be collected at the following roadway segments and intersections, which will comprise the study area:

- West Avenue south of proposed Bayer Park
- West Avenue north of proposed Bayer Park
- Dutton Avenue south of Funston Drive
- Dutton Avenue north of Funston Drive
- West Avenue/Hearn Avenue
- West Avenue/Sebastopol Road
- Dutton Avenue/Hearn Avenue
- Dutton Avenue/Sebastopol Road

The focused traffic analysis will also include an analysis of pedestrian safety in the vicinity of the park and the adjacent Sheppard Elementary/Roseland Accelerated Middle School. It is anticipated that students will cross West Avenue from the school to participate in programs provided at Bayer Park. The pedestrian crossing will be analyzed to ensure that adequate sight distance and appropriate pedestrian crossing measures are provided. If warranted due to the volume of pedestrians or vehicles, pedestrian crossing improvements will be recommended consistent with the guidance provided in the Manual on Uniform Traffic Control Devices, and by the American Association of State Highway and Transportation Officials.

The methodology and results of the focused traffic analysis will be incorporated into the Transportation/Traffic responses in the Environmental Checklist Form.

Budget:

D. Arizabal (48 hrs @ \$90/hr)	\$4,320
M. Macias (24 hrs @ \$145/hr)	\$3,480
Traffic Counts	<u>\$2,000</u>
	\$10,880

Commercial Kitchen

Janet Rector

From: Scott Wilkinson
Sent: Tuesday, June 14, 2011 11:31 AM
To: Janet Rector
Cc: Cordy Hill
Subject: RE: BPG - contract / SD meeting

I have approved it with Rich at the City. The fees will come out of the remainder fee that is earmarked for CDs.

Scott Wilkinson, ASLA
Associate

R | H | A | A
Royston Hanamoto Alley & Abey
225 Miller Ave. Mill Valley, CA 94941
323 Geary St. Ste. 602 San Francisco, CA 94102
P 415.383.7900 F 415.383.1433
www.rhao.com



From: Janet Rector
Sent: Tuesday, June 14, 2011 11:26 AM
To: Scott Wilkinson
Cc: Cordy Hill
Subject: RE: BPG - contract / SD meeting

Scott-
You should send them email authorization to proceed.
Have they been approved by the Client?
Where are these fees coming out of?

Janet Rector
Project Accountant
R | H | A | A
Royston Hanamoto Alley & Abey
225 Miller Ave, Mill Valley, CA 94941
P 415.383.7900 ext 317 F 415.383.1433
www.rhao.com

From: Scott Wilkinson
Sent: Tuesday, June 14, 2011 10:50 AM
To: Janet Rector
Subject: FW: BPG - contract / SD meeting

Hi Janet,
Here is the proposal for the new sub on Bayer. We'd like to authorize them to proceed as they are planning to attend a meeting on Thursday.

Scott

Scott Wilkinson, ASLA
Associate

R | H | A | A

Royston Hanamoto Alley & Abey
225 Miller Ave, Mill Valley, CA 94941
323 Geary St. Ste. 602, San Francisco, CA 94102
P 415.383.7900 F 415.383.1433
www.rhaa.com



From: Sadusky [mailto:sadusky@sbcglobal.net]
Sent: Tuesday, June 14, 2011 10:10 AM
To: Michael Hayden
Cc: Scott Wilkinson; Susi Marzuola
Subject: Re: BPG - contract / SD meeting

Hi Michael / Scott / Susi,

Attached is the revised proposal showing RHAA as the contract address etc.

Please let me know if you need anything else.

Thursday this week or Thursday next week are good days for us.

Thanks

Ron Sadusky
RAS Design Group LLC
411 Ferry St., Suite #7
Martinez, CA. 94553
P# 925/372-0222
F# 925/372-0424
sadusky@sbcglobal.net
www.rasdes.com

From: Michael Hayden <mhayden@siegelstrain.com>
To: Lynn/Ron Sadusky <sadusky@sbcglobal.net>
Cc: Scott 'RHAA' Wilkinson <scott@rhaa.com>; Susi Marzuola <susi@siegelstrain.com>
Sent: Mon, June 13, 2011 10:49:42 AM
Subject: BPG - contract / SD meeting

Ron-
we just spoke to Scott Wilkinson @ RHAA (copied on this email). the attached contract looks good to them and the client. they would like the contract with you to go through their office instead of S&S. can you please update the contract to address:

Cordy Hill
Royston Hanamoto Alley & Abey
225 Miller Ave
Mill Valley, CA 94941

also. pending that the contract is ironed out early this week, we would like to schedule the SD meeting with RAS and Magdalena from LandPaths. Susi and i are available this week Tues, Wed, Thurs - all day. do either of those days work for you? otherwise, next week could work, but i will be out of the office and only Susi will be available.

thanks,

-michael

Michael Hayden

SIEGEL & STRAIN Architects
1295 59th Street, Emeryville, CA 94608
510.547.8092 x109 fax 510.547.2604
mhayden@siegelstrain.com www.siegelstrain.com



RAS Design Group LLC
Foodservice and Laundry Consulting
411 Ferry St., Suite #7
Martinez, Ca. 94558
Phone: 925/372-0232
Fax: 925/372-0424
Mobile: 925/312-2527
Email: sadusky@sbcglobal.net

June 14, 2011

Cordy Hill
Royston Hanamoto Alley & Abey
225 Miller Ave.
Mill Valley, CA 94941

RE: Bayer Neighborhood Park and Gardens
City of Santa Rosa / Sonoma County, CA
Food Service Equipment Design Proposal

Dear Michael,

We would like to thank you for this opportunity to submit this proposal for your review. We have based the scope of services on a full scope of services for the schematic and design development phases on the Community Hall and the Pavilion Kitchen areas.

Community Hall Kitchen:

- To be a commercial kitchen, but with the minimum amount of equipment needed to meet code.
- Kitchen will also be rented out, but probably just to the public, not any businesses.

Pavilion Kitchen:

- Full commercial kitchen with some special equipment to meet their program / menu.
- This kitchen maybe rented out to businesses in addition to the community at large. To be determined/verified with the client during planning/scoping meetings.

Our proposal includes two (2) meetings in Santa Rosa – one for each phase. Meetings to be held with architect and LandPaths & City of Santa Rosa Parks and Recreation departments. Upon completion of DD phase and prior to commencing CD phases RAS to meet with County environmental health department to review equipment plans and menu to discuss and ensure we are covered for their requirements.

Our firm is properly established with all liability and professional liability insurance in place as is required for projects of this nature and will be provided per your contract requirements.

Please feel free to call if you have questions or require further revision regarding the scope of work or the proposal.

Sincerely,

Ronald Sadusky
RAS Design Group LLC
Principal



*RAS Design Group LLC
Foodservice and Laundry Consulting
411 Ferry St., Suite #7
Martinez, Ca. 94553
Phone: 925/379-0322
Fax: 925/379-0424
Mobile: 925/919-2527
Email: saduaky@sbglobal.net*

Food Service Consulting / Design Proposal

RE: Bayer Neighborhood Park and Gardens
City of Santa Rosa / Sonoma County, CA
Food Service Equipment Design Proposal

Programming and Preliminary/Schematic Design

The initial preliminary program and schematic design will be developed during this phase. An overall "Master Plan" will be developed to outline the various uses in each area of the kitchen, storage and servery areas.

Preliminary Program and Floor Plan

A written narrative and an AutoCAD Floor Plan with labeled areas and equipment to describe the function of each service area. Schematics will be provided in 1/4"=1'-0" or 1/8"= 1'-0" scale per architect's requirements.

Design Development Phase

A Design Development plan will be prepared and will incorporate any adjustments and/or revisions as necessary based on the previous Schematic Design review/approval. The Design Development plan will provide additional detail for specific equipment requirements as well as include any concept alterations. The floor plan will be expanded to include a plan with equipment call outs, a list with model and make and preliminary loads. A brochure with manufacturer's literature will be developed to correspond with the drawing equipment list.

Design Development Floor Plan

AutoCAD Floor Plan with itemized (bubbled call outs) equipment tags and itemized equipment schedule and preliminary load information. Design Development will be provided on in 1/4" = 1'-0" scale layout.

Equipment Brochure

An equipment brochure will be provided including current manufacturer's literature with technical data, size, options and accessories.

Cost Estimate

An itemized equipment cost estimate will be prepared during this phase to demonstrate food service equipment costs for the two (2) kitchen areas

Wetland + Endangered Species Permit

Cordy Hill

From: Hovden, Rich [RHovden@srcity.org]
Sent: Tuesday, February 07, 2012 4:42 PM
To: Scott Wilkinson
Subject: RE: LSA contract amendment_Bayer

Categories: Filed by Newforma

Hi Scott,

Please proceed with the needed work as outlined in the LSA Proposal which will be funded from the existing contract.

On the revised schedule, it seems you may want to show DD through April since that time looks available and the determination of Agency oversight could affect the schedule.

As you get confirmation on the environmental schedule, I would like to see that entire process mapped out with details and milestones describing the process and permitting.

Thank you!
Rich

From: Scott Wilkinson [mailto:scott@rhaa.com]
Sent: Tuesday, February 07, 2012 3:44 PM
To: Hovden, Rich
Cc: Tuell, Jennifer
Subject: LSA contract amendment_Bayer

Hi Rich,

Following up on our conversation on Friday, would you mind responding with a brief email authorizing us to move ahead with the contract amendment for LSA. In the meantime I've asked them to confirm the timeline for the permitting work as laid out on the attached revised schedule. Let me know if you have any comments on this proposed timeline. When we get the final determination whether it's a City or County project I imagine there will be some fine tuning of the schedule.

Thanks, Scott

Scott Wilkinson, ASLA
Associate

R | H | A | A
Royston Hancock Alley & Abey
225 Miller Ave. Mill Valley, CA 94941
323 Geary St. Ste. 602, San Francisco, CA 94102
P 415.383.7900 F 415.383.1433
www.rhaa.com



AIA[®] Document G803[™] – 2007

Amendment to the Consultant Services Agreement

TO: (Architect's or Consultant's Representative)

Amendment Number: 002

Laura Lafler

In accordance with the Agreement dated: May 20, 2009

between the Architect:

(Name and address)

Hereafter refers to Landscape Architect:

Royston Hanamoto Alley & Abey

225 Miller Avenue

Mill Valley, CA 94941

T: 415.383.7900; F: 415.383.1433

and the Consultant:

(Name and address)

LSA Associates, Inc.

157 Park Place

Pt. Richmond, CA 94801

T: 510.236.6810; F: 510.236.3480

for the Project:

(Name and address)

RHAA Proj #08090A Bayer Park & Gardens

- Notification is made of the need to proceed with Additional Services.
 Authorization is ~~requested or~~ given to proceed with Additional Services.
 Authorization is requested or given to incur Additional Reimbursable Expenses.

As follows:

Authorization to proceed with Wetland and Endangered Species Permit Applications as defined in Attachment A pages I-7.

The following adjustments shall be made to compensation and time.

(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

To be invoiced monthly for prior months services on an hourly time and materials basis.

PreDesign & Master Plan: \$48,899.00

MP Additional Services: \$10,880.00

Design Development Amend #1: \$ 3,705.00

Permitting: Amend#2: \$28,290.00

CD, CS: Need authorization to Proceed

Total Revised Fee: Not To Exceed: \$91,774.00

Reimbursable Expenses: may be billed for actual reasonable project related expenses at cost +10% mark-up; reproductions are limited to authorized Client submittals only.

Time:

SUBMITTED BY:

Cordelia Hill

(Signature)

Cordelia L. Hill, Partner *CH*

(Printed name and title)

March 31, 2012

(Date)

AGREED TO:

(Signature)

Laura Lafler, Principal

(Printed name and title)

(Date)

Attachment A

LSA

LSA ASSOCIATES, INC.
157 PARK PLACE
PT. RICHMOND, CA 94801

510.236.6610 TEL
510.236.3400 FAX

BERKELEY
CARISBAD
FT. GOLLINS

FRESNO
IRVINE
PALM SPRINGS

RIVERSIDE
ROCKLIN
SAN LUIS OBISPO
SOUTH SAN FRANCISCO

January 23, 2012
Via Email

Scott Wilkinson
Royston, Hanamoto, Alley, and Abey
225 Miller Avenue
Mill Valley, CA 94941

Subject: Proposal to Prepare Wetland and Endangered Species Permit Applications for the Bayer Park Project, Santa Rosa, Sonoma County (Updated)

Dear Scott:

LSA Associates, Inc. (LSA) is pleased to provide you with this scope and budget to prepare wetland permit applications for the Bayer Park project in Santa Rosa, California. This proposal is based on our understanding of the project gained through our previous work on the site for the biological and cultural resource assessments and preparation of the draft Initial Study for the project. This scope and budget have also been revised to take into account the effort that will be required to complete the Incidental Take Permit process with the California Department of Fish and Game (CDFG). Over the past year we have worked with CDFG on a number of 2081 permits and expect that additional effort beyond that specified in the 2011 proposal will be required to complete this application.

A delineation of areas subject to jurisdiction under Section 404 of the Clean Water Act was performed by the City of Santa Rosa and the delineation was verified on October 20, 2009. The jurisdictional area on the site is limited to the ditch that runs along the west side of the parcel parallel to West Avenue. Two culverts will be placed in the ditch in order to provide access to the site and the new parking stalls at the front of the site. Placement of the culverts in the jurisdictional ditch will require a permit (NWP 42 – Recreational Facilities) from the U.S. Army Corps of Engineers (Corps) and Water Quality Certification (Section 401 permit) from the Regional Water Quality Control Board (Water Board).

LSA proposes to assist RHAA in obtaining the necessary permits from the Corps and Water Board to permit this project. As part of the permit review process, the Corps will consult with the U.S. Fish and Wildlife Service (USFWS) regarding potential impacts to listed plants and California tiger salamanders. We expect that this project will be appended to the *Programmatic Biological Opinion* (USFWS 2007) thereby providing incidental take authorization for the project under the federal Endangered Species Act. We have also provided time in the budget to coordinate with the CDFG and to complete an Incidental Take Permit application necessary for authorization of take of California tiger salamanders under the State Endangered Species Act.

Permitting tasks include 1) completion of the permit applications and supporting documentation, 2) preparation of a brief biological assessment addressing impacts to federally listed plants and animals, 3) completion of rare plant surveys and listed plant occurrence information, 4) preparation of a brief mitigation plan that assumes mitigation will be accomplished by purchasing credits at an approved mitigation bank or banks, and 5) coordination with the CDFG to obtain take authorization via the

01/23/12 (P:\RHA0801\Biology\Permitting\Bayer Permitting_rev_1-23-2012.doc)

State 2081 permit process. Supporting information including but not limited to the verified delineation and the final CEQA document for the project also must be submitted with the applications. The first year of the rare plant surveys of the jurisdictional areas on the site were previously authorized and are not included in this scope and budget.

SCOPE OF WORK

LSA will perform the following tasks.

Task A. Nationwide Permit. LSA will prepare the permit application and pre-construction notification for submittal to the Corps. As we have discussed, the project will be designed so that the amount of fill in jurisdictional areas is less than the fill limits for Nationwide Permit 42: Recreational Facilities (limits: 300 linear feet of channel and 0.5 acres).

Task B. Water Quality Certification. LSA will prepare a Water Quality Certification application for submittal to the Water Board. A processing fee is required to be submitted with the application. Application fees will be paid by the City and are not included in this budget.

Task C. Biological Assessment. LSA will prepare a brief biological assessment assessing the potential impacts California tiger salamanders and listed plants for submittal to the USFWS. The report will assess the likely occurrence of the species on the site, known occurrences in the vicinity, potential impacts to the species, and proposed mitigation.

Task D. Mitigation Plan. LSA will prepare a brief mitigation plan that explains how impacts to wetlands and listed plants and animals will be mitigated by the project. We assume that mitigation will be accomplished by purchasing wetland and listed species credits at an agency-approved bank, therefore, the plan will be brief and identify the mitigation bank or banks to be used, the number of credits to be purchased to satisfy the mitigation requirement for wetlands, listed plants, and tiger salamanders, and other details that may be required. If mitigation is completed at single project mitigation site instead of a mitigation bank, additional scope and budget will be required to prepare the mitigation plan.

Task E. Incidental Take Permit (Section 2081 Permit). We will coordinate with CDFG to submit the application and supporting documents for an Incidental Take Permit for California tiger salamander. Although we will use information from the Biological Assessment prepared for the USFWS to complete the application, the Incidental Take Permit will require its own analysis in order to meet the "fully mitigated" standard of CDFG. Based on the results of the botanical surveys conducted in the spring of 2011, we do not expect to find any of the three listed plant species (Burke's goldfield [*Lasthenia burkei*], Sebastopol meadowfoam [*Limnanthes vincularis*], or Sonoma sunshine [*Blennosperma bakeri*]) on the site. Therefore, we do not expect that the Incidental Take Permit will cover these species.

Task F. Agency Coordination, Meetings, and Project Management. We will coordinate with the Corps, Water Board, USFWS, and CDFG to ensure that the permits are processed as expeditiously as possible. We have provided time for two meeting with the agencies in this scope and budget. Other coordination will be via, phone, email, and mail. We have also project management time in this

budget to cover coordination with RHAA, coordinating with in-house staff, budget oversight, and document review.

Task G. Rare Plant Surveys. Results of two years of rare plant surveys are typically required for projects appended to the Programmatic Biological Opinion. We will conduct the second year survey in the spring of 2012. The survey will entail searching the onsite wetlands three times (March-April) when the rare plants are known to be blooming at reference site. The results of the survey will be submitted to the City, Corps, and USFWS.

ASSUMPTIONS

- All compensatory mitigation will be completed at an agency-approved mitigation bank or banks. We will provide assistance to the City to identify the appropriate banks with applicable credits for sale. The City will be responsible for purchasing the appropriate credits from the bank and providing proof of purchase for the permit applications.
- The City will be responsible for payment of all fees for processing permits and will provide the checks for inclusion with the permit applications. LSA will provide adequate notice to the City for processing of the check requests. The Corps permit application does not require a fee, but the Water Board will require a fee based on the amount of fill to be placed in the ditches.
- RHAA will provide detailed plans and drawings for inclusion in the permit applications.
- This budget assumes that all the applications will be prepared simultaneously and that parts prepared for one application will be able to be used for the other applications (e.g., portions of the Biological Assessment will also be used in the Incidental Take Permit application). The task budgets, therefore, are only estimates and amounts may be shifted between tasks as necessary. If applications are not completed simultaneously or unforeseen delays occur in one or more of the applications reviews, then additional budget will be required.

SCHEDULE

LSA is prepared to begin working on this project as soon as the work is authorized. Upon authorization, we will begin coordinating with the agencies to determine their specific requirements for permitting this project.

COMPENSATION AND TERMS

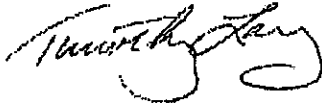
LSA proposes to perform the tasks described in the Scope of Services on an hourly plus expenses basis, consistent with our attached billing rates. The ~~estimated~~ cost for these services is \$28,840 *NTE* (budget table attached). If these terms are acceptable, please authorize this work by returning a signed purchase order or contract amendment to us.

LSA ASSOCIATES, INC.

Please feel free to call me with any questions or comments about this proposal. We look forward to working with you further on this project.

Sincerely,

LSA ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Timothy Lacy", written in a cursive style.

Timothy Lacy
Principal/Wildlife Biologist

Attachments: Billing Rates
Budget Table

HOURLY BILLING RATES EFFECTIVE AUGUST 2011

		Job Classification					Hourly Rate Range ^{1,2}
Planning	Environmental	Transportation	Air/Noise	Cultural Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$135-300
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$95-195
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/Engineer	Senior Air Quality/Noise Specialist	Senior Cultural Resources Manager	Senior Biologist/Botanist/Wildlife Biologist/Herpetologist/Arborist	Senior GIS Specialist	\$70-170
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/Noise Specialist	Cultural Resources Manager	Biologist/Botanist/Wildlife Biologist/Herpetologist/Arborist	GIS Specialist	\$75-115
Assistant Planner	Assistant Environmental Planner	Assistant Transportation Planner/Engineer	Air Quality/Noise Analyst	Cultural Resources Analyst	Assistant Biologist/Botanist/Wildlife Biologist/Herpetologist/Arborist	Assistant GIS Specialist	\$50-100
Senior Field Crew/Field Crew			Field Services				\$50-85
Research Assistant/Technician			Office Services				\$30-55
Graphics							\$95-115
Office Assistant							\$55-95
Word Processing/Technical Editing							\$75-95

¹ The hourly rate for work involving actual expenses in court, giving depositions or similar expert testimony, will be billed at \$400 per hour regardless of job classifications.

² Hourly rates are subject to review at least annually, on or about August 1 of each year, and may be adjusted to reflect changing labor costs at LSA's discretion at that time.

**LSA IN-HOUSE DIRECT EXPENSES
AUGUST 2011**

	Unit Cost
Reproduction (8.5 x 11) B/W	\$.07 per page
Reproduction (8.5 x 11) Color	\$.40 per page
Reproduction (11 x 17) B/W	\$.10 per page
Reproduction (11 x 17) Color	\$.75 per page
CD Production	\$5.00 per CD
Plotting	\$3.75 per sf
Mileage On Road	\$.555 per mile
Mileage Off-Road	\$.705 per mile
GPS Unit	\$75.00 per day
Total Station Surveying Instrument	\$50.00 per day
Level (Laser or Optical)	\$25.00 per day
Laser Rangefinder	\$25.00 per day
Sound Meter	\$75.00 per day
Aerial Photo	Cost
Boat Rental	\$50.00/day
Water Quality Meter	\$25.00/day

Table A. LSA Cost Estimate - Bayer Park Wetland and Endangered Species Permitting

January 23, 2012

PHASE/TASKS	Hourly Rate:	Principal in Charge (Lester)	Biological Resources Associate (Lacey)	Biological Resources (Lichtwert)	Graphics/GIS (Staff)	Clerical/Word Processing/Production (Staff)	LSA Total
TASK A: NATIONWIDE PERMIT							
Prepare Nationwide Permit Application			2	16	8	1	\$ 2,795
							\$ -
<i>Subtotal for Task A</i>	0	2	16	8	1	1	\$ 2,795
TASK B: WATER QUALITY CERTIFICATION							
Prepare Water Quality Certification Application			2	8	4	1	\$ 1,575
							\$ -
<i>Subtotal for Task B</i>	0	2	8	4	1	1	\$ 1,575
TASK C: BIOLOGICAL ASSESSMENT							
Prepare Draft Biological Assessment			6	32	6	1	\$ 4,825
Prepare Final BA			1	4	2	1	\$ 830
							\$ -
<i>Subtotal for Task C</i>	0	7	36	8	3	2	\$ 5,655
TASK D: MITIGATION PLAN							
Prepare Draft Mitigation Plan			1	16	4	1	\$ 2,280
Prepare Final Mitigation Plan		1	1	4	2	1	\$ 995
							\$ -
<i>Subtotal for Task D</i>	1	2	20	6	2	2	\$ 3,275
TASK E: 2081 PERMIT							
Prepare Draft 2081 Permit Application Package		1	16	24	8	2	\$ 5,775
Prepare Final 2081 Permit Application Package			2	4	2	1	\$ 965
							\$ -
<i>Subtotal for Task E</i>	1	18	28	10	3	3	\$ 6,740
TASK F: AGENCY COORDINATION & PROJECT MANAGEMENT							
Coordinate with Agencies			8				\$ 1,080
2 meetings		6	8				\$ 2,070
Project Management and Client Coordination		8	8				\$ 2,400
							\$ -
<i>Subtotal for Task F</i>	14	24	0	0	0	0	\$ 5,550
TASK G: RARE PLANT SURVEY							
Conduct Rare Plant Surveys (2012)				18	1		\$ 1,985
Prepare Letter Report on Results				6		1	\$ 715
							\$ -
<i>Subtotal for Task G</i>	0	0	24	1	1	1	\$ 2,700
TOTAL LABOR (ALL TASKS)	16	55	132	37	10	10	28,290
MISCELLANEOUS COSTS							
Mailings/Postage/Misc. Communications							\$ 50
Travel							\$ 300
Graphic Reproduction and Photographic Products							\$ 200
TOTAL MISCELLANEOUS COSTS							\$ 550
TOTAL COSTS							
							\$ 28,840

Cost Estimate

Janet Rector

From: Cordy Hill
Sent: Monday, August 13, 2012 11:56 AM
To: Janet Rector
Cc: Scott Wilkinson
Subject: FW: cost estimate format

Janet- we will need an extra service contract for David Cromb- sending separately- approved by the City of Santa Rosa below.

Cordelia Hill
Principal, LEED Accredited Professional
R | H | A | A
Royston Hanamoto Alley & Abey
225 Miller Ave, Mill Valley, CA 94941
P 415.383.7900 x310 F 415.383.1433
cordy@rhaa.com
www.rhaa.com



From: Hovden, Rich [<mailto:RHovden@srcity.org>]
Sent: Monday, August 13, 2012 10:19 AM
To: Cordy Hill
Cc: Scott Wilkinson
Subject: RE: cost estimate format

Hi Cordy,

Good to see you too!

That is fine

Thank you!
Rich

From: Cordy Hill [<mailto:Cordy@rhaa.com>]
Sent: Friday, August 10, 2012 9:46 AM
To: Hovden, Rich
Cc: Scott Wilkinson
Subject: FW: cost estimate format

Rich- Nice to see you on Tuesday.

Authorized to bill against CD fees

Our cost estimator has asked for extra services as he did not assume three new buildings in his initial proposal. Attached is his proposal. Could you authorize this from the retained fees? His estimate will be the last step in our DD package.

Looking forward to meeting with you the end of this month.

Cordy

Cordelia Hill

Principal, LEED Accredited Professional

R | H | A | A

Royston Hanamoto Alley & Abey

225 Miller Ave, Mill Valley, CA 94941

P 415.383.7900 x310 F 415.383.1433

cordy@rhaa.com

www.rhaa.com





CROMB ASSOCIATES

CONSTRUCTION COST CONTROL AND MANAGEMENT

July 30, 2012.

51 Bay Vista Drive ■ Mill Valley, CA 94941

Ms. Cordelia Hill
Royston Hanamoto Alley & Abbey
225 Miller Avenue
Mill Valley
CA 94941.

RE: RHAA Proj. #08090A, Bayer Park and Gardens, Santa Rosa, CA.
Cost Consulting Services - Amendment.

Dear Cordelia,

Per our discussion, we are pleased to confirm our offer to provide additional construction cost planning services for the above project.

SCOPE OF WORK.

We understand that the additional work comprises the construction of five structures, namely a new single story Community Hall (6,900 sf), a new two story Environmental Education Center (5,800 sf), a new single story Pavilion (2,000 sf) a new Kiosko and structural upgrade to an existing 2,300 sf barn.

The remaining Site improvements will also be estimated as per our original agreement of May 20, 2009.

SERVICES.

We will provide a Construction Cost Estimate based on Siegel and Strain's Design Development drawings received July 27th, 2012 and dated 3/23/2012.

The estimates will be presented in a building elemental format clearly showing the quantities and costs of the main components of work.

SCHEDULE.

Cromb Associates will attempt to have the estimate complete three weeks after receiving all the Design Development Drawings.

FEES.

We propose to provide the additional services above for the following fee:

Five Buildings - Design Development Estimate	\$8,100.
--	----------

Value engineering and Alternates are excluded.

Cromb Associates appreciate this opportunity of working with you on this project and are willing to expand our services if you do desire. If you have any questions regarding the above, please don't hesitate to call.

Very truly yours,


David Cromb ARICS
Principal.

7/30/12.

Accepted By:

Design Development Expanded Scope

Janet Rector

From: Cordy Hill
Sent: Wednesday, April 06, 2011 3:00 PM
To: Scott Wilkinson
Cc: Janet Rector
Subject: FW: Bayer Neighborhood Park & Gardens

08090A

Scott-

- 1- please send out an email to the team letting them know that we are approved to start DD
- 2- Please give Janet the info for the contracts. She will not be able to do them until after billings but the sooner that we can get those to here, the better.
- 3- Rich has asked for a schedule- let's try to get the next workshop going in May.

Cordelia Hill

Principal, LEED Accredited Professional

R | H | A | A

Royston Hanamoto Alley & Abey
225 Miller Ave. Mill Valley, CA 94941
P 415.383.7900 - 310 F 415.383.1433

cordy@rhoa.com

www.rhoa.com



From: Hovden, Rich [mailto:RHovden@srcity.org]
Sent: Wednesday, April 06, 2011 2:54 PM
To: Cordy Hill; Scott Wilkinson
Subject: Bayer Neighborhood Park & Gardens

Hi Cordy & Scott,

Congratulations on receiving approval on the Master Plan & CEQA for Bayer Neighborhood Park & Gardens yesterday evening!!

As we talked about after the City Council meeting, you are authorized to begin the design development phase of the project! At some time in the near future, please develop a schedule for the design development phase and the associated costs.

Keep up the great work & thank you!

Rich

Rich Hovden | Park Planning & Development Manager

Recreation, Parks & Community Services | 55 Stony Point Road | Santa Rosa, CA 95401

Tel. (707) 543-3775 | Fax (707) 543-3723 | rhovden@srcity.org



Janet Rector

From: Hovden, Rich [RHovden@srcity.org]
Sent: Friday, April 15, 2011 2:14 PM
To: Scott Wilkinson
Cc: Cordy Hill; Janet Rector
Subject: RE: Bayer fee summary

Hi Scott,

That looks pretty good for the design development phase & we'll stay tuned on the approach for the CD phase.

Thank you!
Rich

From: Scott Wilkinson [mailto:scott@rhaa.com]
Sent: Friday, April 15, 2011 1:33 PM
To: Hovden, Rich
Cc: Cordy Hill; Janet Rector
Subject: Bayer fee summary

Hi Rich,

Per our conversation I've attached a summary of fees as proposed for Design Development that shows the anticipated fee remaining for Construction Documents. The scope for the Design Development phase will include all master plan elements. It is assumed that as a part of this phase we will determine a phasing strategy and appropriate approach to Construction Documents.

Let me know if you have any questions or need additional information from us at this point.

Scott

Scott Wilkinson, ASLA
Associate

R | H | A | A

Royston Hanamoto Alley & Abey
225 Miller Ave, Mill Valley, CA 94941
323 Geary St. Ste. 602, San Francisco, CA 94102
P 415.383.7900 F 415.383.1433

www.rhaa.com



Janet Rector

From: Scott Wilkinson
Sent: Thursday, April 07, 2011 12:30 PM
To: Hovden, Rich
Cc: Janet Rector; Cordy Hill
Subject: Bayer schedule
Attachments: Bayer_projectSCHEDULE.pdf

Hi Rich,

I've attached the current schedule overview. Steve Cancian and I are going to connect today or tomorrow to talk scheduling for the public meetings. Once we coordinate this we'll send you a more specific draft schedule with dates for your review.

Also, I would like to talk with you about couple things regarding the contract so we're on the same page with our approach.

We would like to give our consultants a not to exceed number to work to. In the current contract we have 4 milestones or subtasks within Task 3 Construction Documents. The first, 3a. being 30% which is really Design Development. Most of the sub consultants can complete this phase within their current amounts for 3a. However, some will need additional based on the increased building scope and would need to bill into 3b. and 3c. Below is a breakdown for your review. Please advise if this is acceptable and what if any further documentation that you may require.

~~Siegel and Strain Architects~~ - \$59,200 (3b and most of 3c)

ZFA structural engineers - \$2,500 (3b)

Affiliated Engineers MEP - \$11,740 (3b and some of 3c)

LandPaths – we have an amount remaining in the contingency earmarked for them that would more than cover their effort in this phase, but we will need your approval to authorize them to bill against this.

Additionally, We have a proposal from LSA in the amount of \$ 19,775 for the plant surveys and environmental permit facilitation. They do not have any remaining fee in the current contract so we'll need to process an additional services agreement, or possibly re-align funds from another category such as, construction management since we will have to renegotiate this anyway.

Let me know when you might be able to discuss.

Thanks, Scott

Scott Wilkinson, ASLA
Associate

R | H | A | A
Royston Hanamoto Alley & Abey

Bayer Neighborhood Park & Gardens - Design Development not to exceed Fees

3/15/2011

TOTALS	RHAA Landscape Architects	Stiegel & Strain Building Architects	ZFA Structural Engineer	Affiliated Engineers MEP	BKF/ Carlenzoll Civil Engineer	Cromb & Associates Cost Estimating	Shared Spaces Participatory Design	Kleinfelder Geotechnical Engineering	LSA Environmental Consulting	LandPaths Community Outreach
---------------	-------------------------------------	--	-----------------------------------	------------------------------------	--	--	--	--	--	--

Design Development

fee per firm	\$258,630	\$47,800	\$120,000	\$12,500	\$21,740	\$11,575	\$7,000	\$11,000	\$15,000	\$3,705	\$8,310
sub consultant management fee 5%	\$10,542										
estimated reimburseables	\$7,500										

total fee Design Development	\$276,672
Original Contract	\$120,800
Change from Original Contract	\$137,830
total fee remaining for Construction Documents and Environmental Permitting	\$339,184

	\$47,800	\$30,400	\$5,000	\$5,000	\$11,575	\$7,000	\$14,025	\$0	\$0	\$0	\$0
	\$0	\$89,600	\$7,500	\$16,740	\$0	\$0	(\$3,025)	\$15,000	\$3,705	\$8,310	\$0

Bayer Neighborhood Park & Gardens - Design Development not to exceed fees

3/15/2011

	RHAA Landscape Architects	Siegel & Strain Building Architects	ZFA Structural Engineer	Affiliated Engineers MEP	BKF/ Carlenzoli Civil Engineer	Cromb & Associates Cost Estimating	Shared Spaces Participatory Design	Kleinfeider Geotechnical Engineering	LSA Environmental Consulting	LandPaths Community Outreach
TOTALS										

Design Development

fee per firm	\$258,630	\$47,800	\$120,000	\$12,500	\$21,740	\$11,575	\$7,000	\$11,000	\$15,000	\$3,705	\$8,310
sub consultant management fee 5%	\$10,542										
estimated reimbursables	\$7,500										

total fee Design Development \$276,672

Original Contract \$120,800

Change from Original Contract \$137,830

total fee remaining for \$339,184

**Construction Documents and
Environmental Permitting**

	\$47,800	\$30,400	\$5,000	\$5,000	\$11,575	\$7,000	\$14,025	\$0	\$0	\$0	\$0
	\$0	\$89,600	\$7,500	\$16,740	\$0	\$0	(\$3,025)	\$15,000	\$3,705	\$8,310	



AIA Document G803™ – 2007

RECEIVED

AUG 1 2011

RHAA

Amendment to the Consultant Services Agreement

TO: *(Architect's or Consultant's Representative)*

Amendment Number: 001

Susi Marzuola

In accordance with the Agreement dated: May 20, 2009

between the Architect:

(Name and address)

Hereafter refers to Landscape Architect:

Royston Hanamoto Alley & Abey

225 Miller Avenue

Mill Valley, CA 94941

T: 415.383.7900; F: 415.383.1433

and the Consultant:

(Name and address)

Siegel & Strain Architects

1295 59th Street

Emeryville, CA 94608

T: 510.547.8092; F: 510.547.2604

for the Project:

(Name and address)

RHAA Proj #08090A Bayer Park & Gardens

Notification is made of the need to proceed with Additional Services.

Authorization is requested or given to proceed with Additional Services.

Authorization is requested or given to incur Additional Reimbursable Expenses.

As follows:

Authorization to proceed with Design Development only as defined in Attachment A.

The following adjustments shall be made to compensation and time.

(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

To be invoiced monthly for prior months services on an hourly time and materials basis.

PreDesign & Master Plan: \$30,555.00 (NTE fee includes prior billed services and expenses)

Design Development: \$120,000.00

CD, CS: Need authorization to Proceed

Total Fee: Not To Exceed: \$150,555.00

Reimbursable Expenses during the DD phase: may be billed for actual reasonable project related expenses at cost +10% mark-up; reproductions are limited to authorized Client submittals only.

Time:

ARCHITECTURAL FEE PROPOSAL - DRAFT Attachment A

**Bayer Neighborhood Park & Gardens (BPG),
Design Development through Construction**

**Structures: New Community Hall, Outdoor Education Headquarters,
Garden Pavilion and Kiosco; and rehabilitated Livestock Barn.**

REVISED: February 14, 2011

Design Development

Design development of five (5) structures identified by BPG Master Plan with the goal of achieving Design Review approval. The scope and fee for architectural services is based on a participatory process with the City, LandPaths, the BPG Steering Committee and neighborhood residents.

Design Development scope includes:

1. Project start-up, organization of CAD files, management of architectural team and coordination of design of structures and surrounding landscape design.
2. Preparation for and participation in (16) meetings in Santa Rosa:
 - (2) Contract Group meetings
 - (3) Steering Committee meetings/presentations
 - (2) Community Workshops including design presentations in English & Spanish
 - (2) Board of Community Services presentations
 - (2) Design Review Presentations
3. Development and documentation of building program
4. Expansion and integration of green and sustainable goals for structures
5. Development of building design with focus on massing and exterior elevations.
6. Development of exterior building materials pallet and colors
7. Review and formal response to written comments by LandPaths and City Staff, and City Agencies
8. Review of construction cost estimate (prepared by project estimator)

Deliverables

- a. Program document for five (5) buildings and structures
- b. Preliminary Design (or Schematic Design) Drawings for public presentations
- c. Massing study models of structures on model base of site
- d. 90% Architectural Design Development Presentation Drawings & Exterior Materials boards for Design Review #1

6. Fundraising and presentation renderings and materials beyond those listed in scope for design review
7. Interior design including design and selection of interiors; Furniture, Fixtures and Equipment (FF&E); workstations, freestanding furniture and window treatment.
8. Special signage beyond required code and life-safety building and site signage
9. Bid Requirements, Contract and General Conditions documents

Architectural Contract Terms and Invoicing

Invoices are prepared monthly as a ~~percentage of work completed~~ *7.5m hourly* against a ~~fixed~~ fee contract sum. Reimbursable expenses are additional to the contract sum.

~~Payments are due and payable 20 days from the date of architect's invoice.~~ *Per C401-2007 11.6.2*

~~Amounts unpaid 40 days after the invoice date shall bear interest at the rate of 1.5% per month.~~

Reimbursable Expenses

Reimbursable expenses are additional to the fixed fee contract sum and will be invoiced at cost times 1.15. *10%* Reimbursable expenses include:

- > Commercial delivery service and postage
- > Reproduction and handling of documents, drawings, etc. *For Client Submittals only*
- > Travel expenses (mileage and tolls)

Other direct job costs, such as consultants, fees paid for securing approvals of authorities having jurisdiction over the project, and additional models or renderings requested by the Owner, are also billed at direct costs times 1.15 unless contracted directly by Owner.

10% consultants mark-up limited to 5%

Hourly Rates

Additional services will be calculated and invoiced at the rates listed below. Rates are subject to adjustment at the end of each calendar year.

Principals	\$160 to 185 per hour
Architectural Historian	\$145 per hour
Project Architect	\$125 per hour
Project Manager	\$125 per hour
Senior Design Staff	\$100 to 125 per hour
Junior Design Staff	\$75 to \$105 per hour
Support Staff	\$65 per hour



AIA® Document G803™ – 2007

Amendment to the Consultant Services Agreement

TO: *(Architect's or Consultant's Representative)*

Amendment Number: 001

Pius Kao

In accordance with the Agreement dated: May 20, 2009

between the Architect:

(Name and address)

Hereafter refers to Landscape Architect:

Royston Hanamoto-Alley & Abey

225 Miller Avenue

Mill Valley, CA 94941

T: 415.383.7900; F: 415.383.1433

and the Consultant:

(Name and address)

Affiliated Engineers W. Inc.

2700 Ygnacio Valley Road, Suite 170

Walnut Creek, CA 94598

T: 925-933-8400 F: 925-933-8401

for the Project:

(Name and address)

RHAA Proj #08090A Bayer Park & Gardens

- Notification is made of the need to proceed with Additional Services.
- Authorization is requested or given to proceed with Additional Services.
- Authorization is requested or given to incur Additional Reimbursable Expenses.

As follows:

Authorization to proceed with Design Development only as defined in Attachment A.

The following adjustments shall be made to compensation and time.

(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

To be invoiced monthly for prior months services on an hourly time and materials basis.

PreDesign & Master Plan: \$5,484.17 (NTE fee includes prior billed services and expenses)

Design Development: \$21,740.00

CD, CS: Need authorization to Proceed

Total Fee: Not To Exceed: \$27,224.07

Reimbursable Expenses during the DD phase are in addition to the Fee listed and may be billed for actual reasonable project related expenses at cost + 10% mark-up; reproductions are limited to authorized Client submittals only.

Time:

SUBMITTED BY:

Cordelia Hill
(Signature)

Cordelia L. Hill, Partner
(Printed name and title)

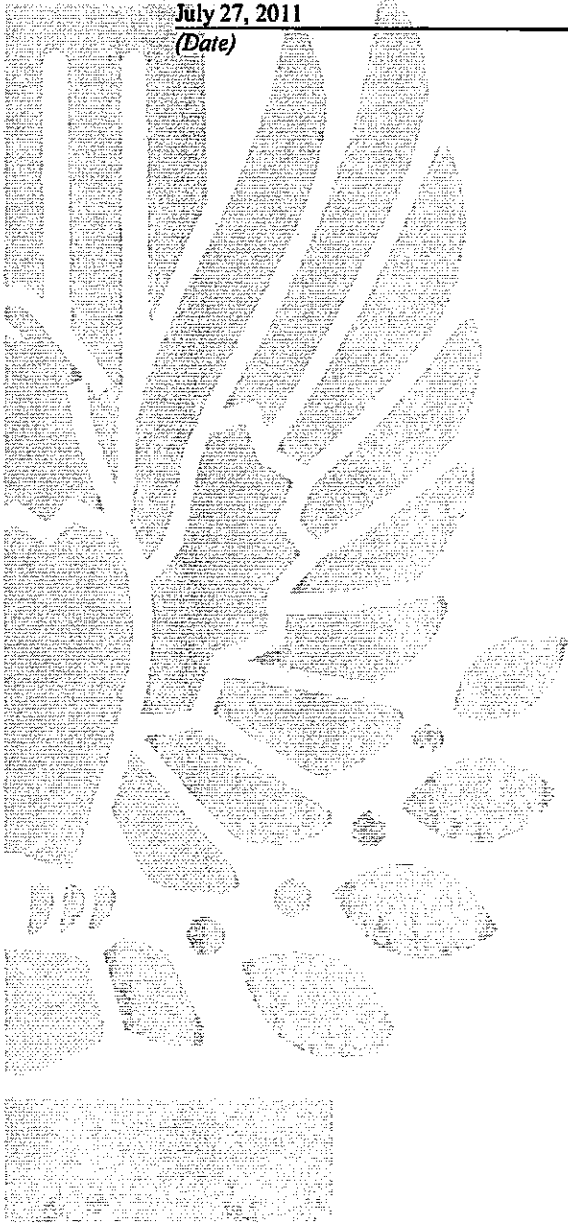
July 27, 2011
(Date)

AGREED TO:

(Signature)

Pius Kao, Project Manager
(Printed name and title)

(Date)



DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS

Task 1. Design Development

A.	CONTRACT GROUP MEETING 1: With City and LandPaths staff, to refine program	0
B.	Prepare programming documentation	0
C.	CONTRACT GROUP MEETING 2: With City and LandPaths staff, to review program documentation	0
D.	Prepare preliminary design development plans, and supporting design graphics	0
E.	Architectural design team coordination meeting	2,040
F.	STEERING COMMITTEE MEETING 1: Preliminary design development plans, and design graphics.	0
G.	Site design team coordination meeting	1,200
H.	Refine Design Development plans and design graphics based on direction from the Steering Committee.	
I.	Utilities and systems coordination meeting	2,400
J.	STEERING COMMITTEE MEETING 2: Present architectural and landscape character alternatives	0
K.	Refine Design Development plans and design graphics based on direction from the Steering Committee.	
L.	Prepare presentation materials for public workshop	0
M.	Conduct rare plant surveys (1 of 2)	0
N.	Prepare biological assessment	0
O.	PUBLIC WORKSHOP #1: Present alternatives, details and material selections for review.	0
P.	Refine Design Development plans based on community input	3,500
Q.	STEERING COMMITTEE MEETING 3: Debrief the public workshop and Review plans	0
R.	Revise Design Development plans, details based on input from the Steering Committee	
S.	Prepare Cost estimate	800
T.	PUBLIC WORKSHOP #2: Present preferred plan, details and material selections for review.	0
U.	Design team coordination meeting	1,800
V.	BOARD OF COMMUNITY SERVICES PRESENTATION #1: Review plans, details & material selections	0
W.	DESIGN REVIEW PRESENTATION #1: Review plans, details & material selections	0
X.	Prepare final Design Development plans and supporting graphics	10,000
Y.	Submit 100% Design Development package and cost estimate	0
Z.	BOARD OF COMMUNITY SERVICES PRESENTATION #2: Present Final Design development package	0
AA.	DESIGN REVIEW PRESENTATION #2: Present Final Design development package	0
total fee per task		<u>\$21,740</u>

Task 2. Construction Documentation

2a. 50% CDs (plans, specifications, cost estimate)

A.	CONTRACT GROUP MEETING 1: Construction Documents kick-off meeting	0
B.	Respond to County/City plan check comments and make revisions as necessary	1,200
C.	Weekly conference calls with design team	2,750
D.	Architectural design team coordination meeting	1,020
E.	Site design team meeting	600
F.	Prepare 50% Construction Documents (plans, details, specifications, and cost estimate)	13,000
G.	STEERING COMMITTEE MEETING 1: Project update and discussion of outstanding design decisions.	0
H.	Pre-permit application meeting with PRMD	0
I.	CONTRACT GROUP MEETING 2: Meet to review comments relative to 50% CD submittal	0
total fee per task		\$18,570

NIC

2b. 95% CDs/ Permit Set (plans, specifications, cost estimate)

A.	Respond to County/City plan check comments and revise documents as necessary	1,200
B.	Weekly conference calls with design team	5,500
C.	Architectural design team coordination meeting	3,000
D.	Site design team meeting	1,200
E.	STEERING COMMITTEE MEETING 2: Project update and discussion of outstanding design decisions.	0
F.	Prepare 95% Construction Documents (plans, details, specifications, and cost estimate)	21,200
G.	Prepare Nationwide permit application	0
H.	Prepare Water Quality certification application	0
I.	Prepare Mitigation plan	0
J.	Prepare 2081 application package	0
K.	Agency coordination	0
L.	Prepare SWPP report	0
M.	Design team coordination meeting	1,020
N.	STEERING COMMITTEE MEETING 3: Project update and discussion of outstanding design decisions.	0
O.	Permit facilitation with PRMD	0
P.	CONTRACT GROUP MEETING 3: Meet to review comments relative to 100% CD/permit set	0
Q.	CITY COUNCIL PRESENTATION: Authorization to go to bid	0

total fee per task \$33,180

N.I.C.

2c. Bid Documents/ Bid Administration (plans, specifications, cost estimate)

A.	Respond to County/City plan check comments, revise documents as necessary	1,200
B.	Weekly conference calls with design team	2,200
C.	Design team coordination meeting	1,020
D.	Coordinate technical specifications with City of Santa Rosa's Bidding Documents and General Conditions	600
E.	Finalize drawings and specifications and cost estimate	2,200
F.	Create bid schedule and issue Bid Set	1,200
G.	Interpretation and clarification of plans and specifications as needed	2,200
H.	Formal Responses to RFI's and/or RFC's	1,200
I.	Submit as necessary, information for addenda	1,200
J.	Attend one (1) pre-bid conference or job walk	800
K.	Conduct rare plant surveys (2 of 2)	0
L.	Issue Conform Set	1,100

total fee per task \$14,920

N.I.C.

CONSTRUCTION SERVICES

Task 3. Construction Administration and Management

3a. Construction Administration

A.	Attend one (1) pre-construction meeting/conference.	700
B.	Respond to RFI's, RFC's, questions from Construction Manager, and be available to interpret plans and specifications.	2,000
C.	Attend weekly construction meeting and site visits	6,000
D.	Assist the City in determining justification and providing information for change orders.	1,000
E.	Review shop drawings, material samples, and/or other submissions.	8,800
F.	Attend and participate in one (1) preliminary and one (1) final walkthrough at substantial	7,000
G.	Attend and participate in final walkthrough at the end of the maintenance period (RHAA)	2,000

total fee per task \$27,500

N.I.C.

total fee per firm \$115,910

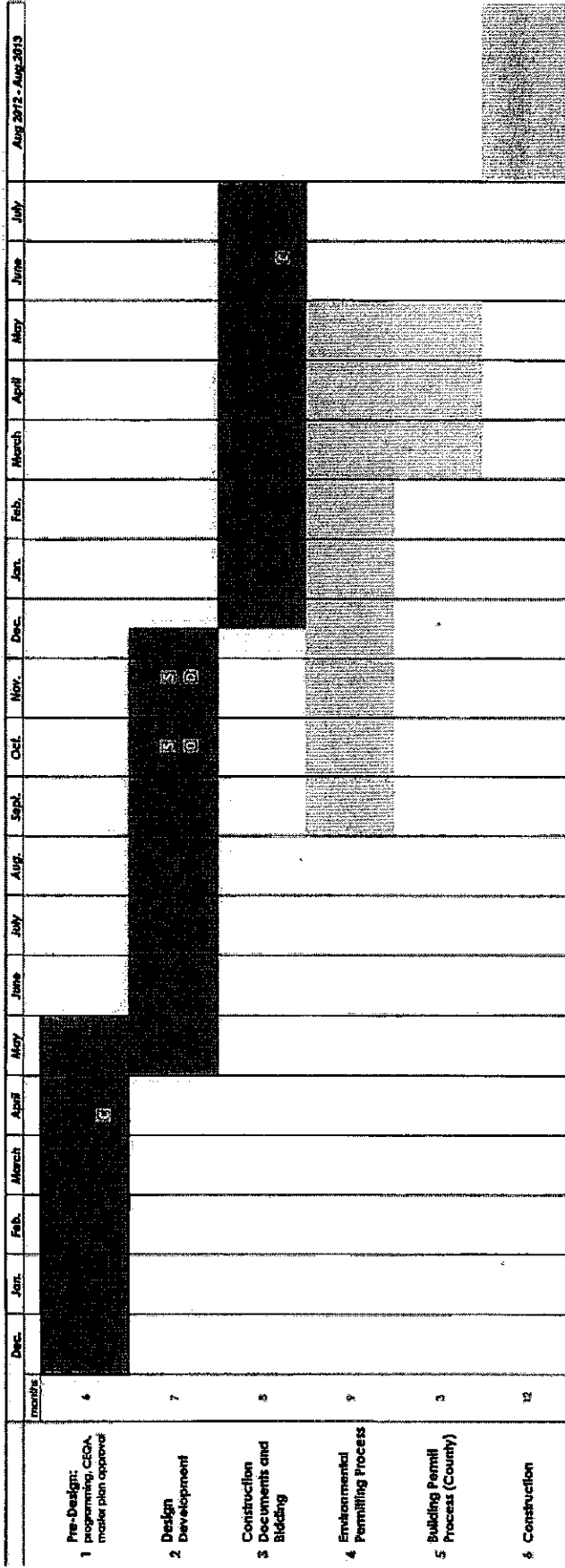
Total Estimated Reimbursables \$2,000

Total Fee \$117,910

Bayer Neighborhood Park & Gardens

Revised 6/15/11

Project Schedule



- Core Group Meeting
- City Council Presentation
- Steering Committee Meeting
- Board of Community Services Presentation
- Public Design Workshop
- Design Review Board Presentations (City and County)



AIA® Document G803™ – 2007

Amendment to the Consultant Services Agreement

TO: *(Architect's or Consultant's Representative)*

Amendment Number: 001

Pius Kao

In accordance with the Agreement dated: May 20, 2009

between the Architect:

(Name and address)

Hereafter refers to Landscape Architect:

Royston Hanamoto Alley & Abey

225 Miller Avenue

Mill Valley, CA 94941

T: 415.383.7900; F: 415.383.1433

and the Consultant:

(Name and address)

Affiliated Engineers W. Inc.

2700 Ygnacio Valley Road, Suite 170

Walnut Creek, CA 94598

T: 925-933-8400 F: 925-933-8401

for the Project:

(Name and address)

RHAA Proj #08090A Bayer Park & Gardens

- Notification is made of the need to proceed with Additional Services.
- Authorization is requested or given to proceed with Additional Services.
- Authorization is requested or given to incur Additional Reimbursable Expenses.

As follows:

Authorization to proceed with Design Development only as defined in Attachment A.

The following adjustments shall be made to compensation and time.

(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

To be invoiced monthly for prior months services on an hourly time and materials basis.

PreDesign & Master Plan: \$5,484.17 (NTE fee includes prior billed services and expenses)

Design Development: \$21,740.00

CD, CS: Need authorization to Proceed

Total Fee: Not To Exceed: \$27,224.07

Reimbursable Expenses during the DD phase are in addition to the Fee listed and may be billed for actual reasonable project related expenses at cost +10% mark-up; reproductions are limited to authorized Client submittals only.

Time:

SUBMITTED BY:

Cordelia Hill
(Signature)

Cordelia L. Hill, Partner
(Printed name and title)

July 27, 2011
(Date)

AGREED TO:

(Signature)

Pius Kao, Project Manager
(Printed name and title)

(Date)

DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS

Task 1. Design Development

A.	CONTRACT GROUP MEETING 1: With City and LandPaths staff, to refine program	0
B.	Prepare programming documentation	0
C.	CONTRACT GROUP MEETING 2: With City and LandPaths staff, to review program documentation	0
D.	Prepare preliminary design development plans, and supporting design graphics	0
E.	Architectural design team coordination meeting	2,040
F.	STEERING COMMITTEE MEETING 1: Preliminary design development plans, and design graphics.	0
G.	Site design team coordination meeting	1,200
H.	Refine Design Development plans and design graphics based on direction from the Steering Committee.	
I.	Utilities and systems coordination meeting	2,400
J.	STEERING COMMITTEE MEETING 2: Present architectural and landscape character alternatives	0
K.	Refine Design Development plans and design graphics based on direction from the Steering Committee.	
L.	Prepare presentation materials for public workshop	0
M.	Conduct rare plant surveys (1 of 2)	0
N.	Prepare biological assessment	0
O.	PUBLIC WORKSHOP #1: Present alternatives, details and material selections for review.	0
P.	Refine Design Development plans based on community input	3,500
Q.	STEERING COMMITTEE MEETING 3: Debrief the public workshop and Review plans	0
R.	Revise Design Development plans, details based on Input from the Steering Committee	
S.	Prepare Cost estimate	800
T.	PUBLIC WORKSHOP #2: Present preferred plan, details and material selections for review.	0
U.	Design team coordination meeting	1,800
V.	BOARD OF COMMUNITY SERVICES PRESENTATION #1: Review plans, details & material selections	0
W.	DESIGN REVIEW PRESENTATION #1: Review plans, details & material selections	0
X.	Prepare final Design Development plans and supporting graphics	10,000
Y.	Submit 100% Design Development package and cost estimate	0
Z.	BOARD OF COMMUNITY SERVICES PRESENTATION #2: Present Final Design development package	0
AA.	DESIGN REVIEW PRESENTATION #2: Present Final Design development package	0
total fee per task		<u>\$21,740</u>

Task 2. Construction Documentation

2a. 50% CDs (plans, specifications, cost estimate)

A.	CONTRACT GROUP MEETING 1: Construction Documents kick-off meeting	0
B.	Respond to County/City plan check comments and make revisions as necessary	1,200
C.	Weekly conference calls with design team	2,750
D.	Architectural design team coordination meeting	1,020
E.	Site design team meeting	600
F.	Prepare 50% Construction Documents (plans, details, specifications, and cost estimate)	13,000
G.	STEERING COMMITTEE MEETING 1: Project update and discussion of outstanding design decisions.	0
H.	Pre-permit application meeting with PRMD	0
I.	CONTRACT GROUP MEETING 2: Meet to review comments relative to 50% CD submittal	0
total fee per task		\$18,570

NIC

2b. 95% CDs/ Permit Set (plans, specifications, cost estimate)

A.	Respond to County/City plan check comments and revise documents as necessary	1,200
B.	Weekly conference calls with design team	5,500
C.	Architectural design team coordination meeting	3,080
D.	Site design team meeting	1,200
E.	STEERING COMMITTEE MEETING 2: Project update and discussion of outstanding design decisions.	0
F.	Prepare 95% Construction Documents (plans, details, specifications, and cost estimates)	21,200
G.	Prepare Nationwide permit application	0
H.	Prepare Water Quality certification application	0
I.	Prepare Mitigation plan	0
J.	Prepare 2081 application package	0
K.	Agency coordination	0
L.	Prepare SWPP report	0
M.	Design team coordination meeting	1,020
N.	STEERING COMMITTEE MEETING 3: Project update and discussion of outstanding design decisions.	0
O.	Permit facilitation with PRMD	0
P.	CONTRACT GROUP MEETING 3: Meet to review comments relative to 100% CD/permit set	0
Q.	CITY COUNCIL PRESENTATION: Authorization to go to bid	0

total fee per task \$33,180
N.I.C.

2c. Bid Documents/ Bid Administration (plans, specifications, cost estimate)

A.	Respond to County/City plan check comments, revise documents as necessary	1,200
B.	Weekly conference calls with design team	2,200
C.	Design team coordination meeting	1,020
D.	Coordinate technical specifications with City of Santa Rosa's Bidding Documents and General Conditions	600
E.	Finalize drawings and specifications and cost estimates	2,200
F.	Create bid schedule and issue Bid Set	1,200
G.	Interpretation and clarification of plans and specifications as needed	2,200
H.	Formal Responses to RFI's and/or RFC's	1,200
I.	Submit as necessary, information for addenda	1,200
J.	Attend one (1) pre-bid conference or job walk	800
K.	Conduct rare plant surveys (2 of 2)	0
L.	Issue Conform Set	1,100

total fee per task \$14,920
N.I.C.

CONSTRUCTION SERVICES

Task 3: Construction Administration and Management

3a. Construction Administration

A.	Attend one (1) pre-construction meeting/conference.	700
B.	Respond to RFI's, RFC's, questions from Construction Manager, and be available to interpret plans and specifications.	2,000
C.	Attend weekly construction meeting and site visits	6,000
D.	Assist the City in determining justification and providing information for change orders.	1,000
E.	Review shop drawings, material samples, and/or other submissions.	8,800
F.	Attend and participate in one (1) preliminary and one (1) final walkthrough at substantial	7,000
G.	Attend and participate in final walkthrough at the end of the maintenance period (RHAA)	2,000

total fee per task \$27,500
N.I.C.

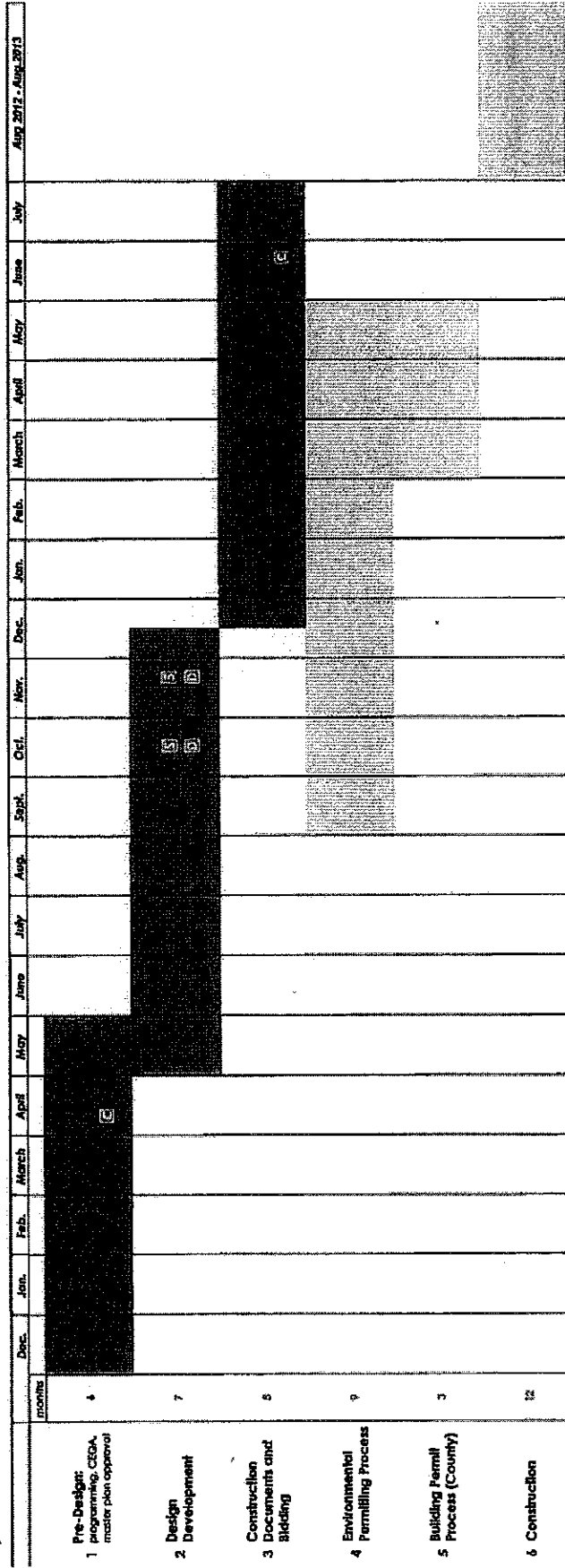
total fee per firm \$115,910

Total Estimated Reimbursables \$2,000

Total Fee \$117,910

Bayer Neighborhood Park & Gardens

Project Schedule Revised 6/15/11



- Core Group Meeting
- Steering Committee Meeting
- Board of Community Services Presentation
- City Council Presentation
- Public Design Workshop
- Design Review Board Presentations (City and County)

AIA[®] Document G803[™] – 2007

Amendment to the Consultant Services Agreement

TO: *(Architect's or Consultant's Representative)*

Amendment Number: 001

Steve Cancian

In accordance with the Agreement dated: May 20, 2009

between the Architect:

(Name and address)

Hereafter refers to Landscape Architect:

Royston Hanamoto Alley & Abey

225 Miller Avenue

Mill Valley, CA 94941

T: 415.383.7900; F: 415.383.1433

and the Consultant:

(Name and address)

Steve Rasmussen Cancian

1960 Bush Street

San Francisco, CA 94115

T: 415.4091814

for the Project:

(Name and address)

RHAA Proj #08090A Bayer Park & Gardens

- Notification is made of the need to proceed with Additional Services.
- Authorization is requested or given to proceed with Additional Services.
- Authorization is requested or given to incur Additional Reimbursable Expenses.

As follows:

Authorization to proceed with Design Development only as described in Attachment A.

The following adjustments shall be made to compensation and time.

(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

To be invoiced monthly for prior months services on an hourly time and materials basis.

PreDesign & Master Plan: \$44,363.20 (NTE fee includes prior billed services and expenses)

Design Development: \$10,925.00

CD, CS: Need authorization to Proceed

Total Fee: Not To Exceed: \$55,288.20

Reimbursable Expenses during the DD phase are in addition to the Fee listed and may be billed for actual reasonable project related expenses ; reproductions are limited to authorized Client submittals only.

Time:

SUBMITTED BY:

Cordelia Hill
(Signature)

Cordelia L. Hill, Partner *CH*
(Printed name and title)

July 29, 2011
(Date)

AGREED TO:

(Signature)

Steve Rasmussen Cancian, Owner
(Printed name and title)

(Date)

Attachment A

Bayer Neighborhood Park & Gardens - Revised DD Fee Proposal_8.29.11

Shared Spaces
\$115

DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS

Task 1. Design Development

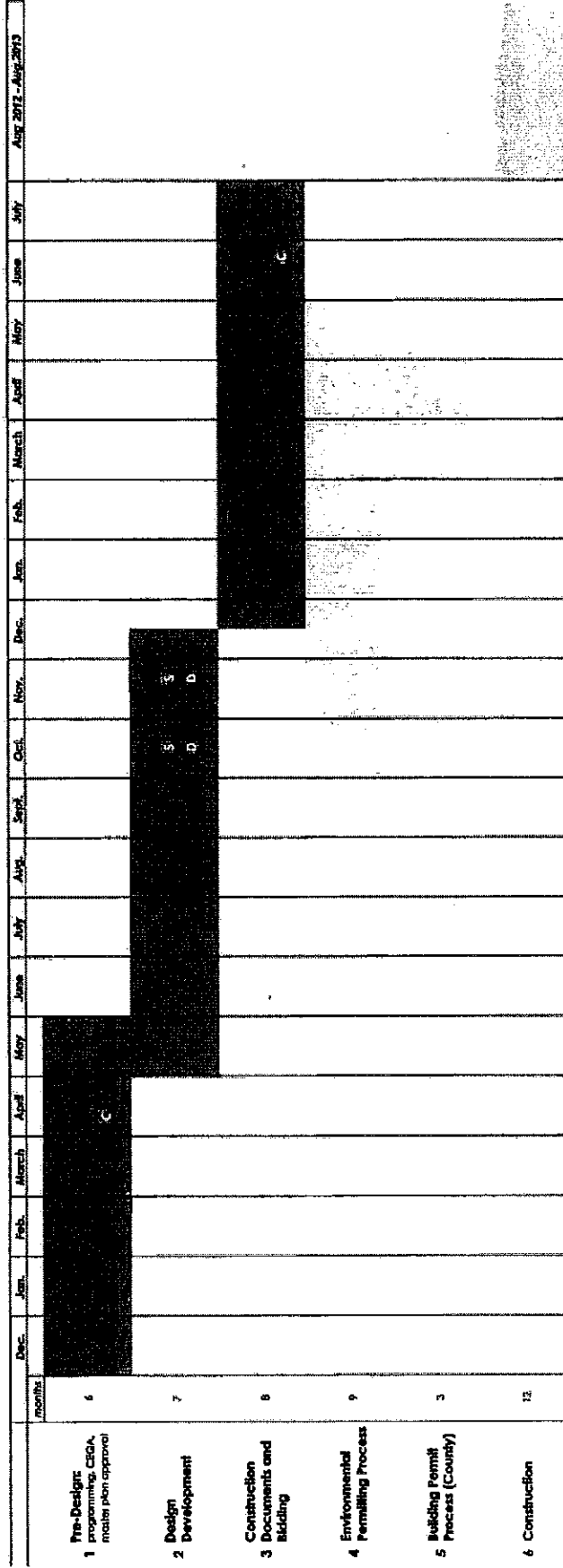
Architectural design team coordination meeting	3
STEERING COMMITTEE MEETING 1: Preliminary design development plans, and design graphics.	6
Site design team coordination meeting	3
STEERING COMMITTEE MEETING 2: Preliminary design development plans, and design graphics.	6
PUBLIC WORKSHOP #1: Turnout and workshop planning and participation	16
Refine Design Development plans based on community input	9
Design Team Meeting	3
STEERING COMMITTEE MEETING 2: Review and Refine Plans	8
Design team coordination meeting	3
Refine Design Development plans based on steering committee input	4
PUBLIC WORKSHOP #2: Present preferred plan, details and material selections for review.	12
Design team coordination meeting	2
Refine Design Development Drawings Based on Workshop Input	4
STEERING COMMITTEE MEETING 3: Debrief the public workshop and Review plans	8
BOARD OF COMMUNITY SERVICES PRESENTATION #1: Review plans, details & material selections	
DESIGN REVIEW PRESENTATION #1: Review plans, details & material selections	
Prepare final Design Development plans and supporting graphics	6
Submit 100% Design Development package and cost estimate	2
BOARD OF COMMUNITY SERVICES PRESENTATION #2: Present Final Design development package	
DESIGN REVIEW PRESENTATION #2: Present Final Design development package	

Total Hours	95
Total Fee	\$10,925

Bayer Neighborhood Park & Gardens

Project Schedule

Revised 6/15/11



- Core Group Meeting
- City Council Presentation
- Steering Committee Meeting
- Board of Community Services Presentation
- Public Design Workshop
- Design Review Board Presentations (City and County)

AIA[®] Document G803[™] – 2007

Amendment to the Consultant Services Agreement

TO: (Architect's or Consultant's Representative)

Amendment Number: 001

Bonnie Diefendorf

In accordance with the Agreement dated: May 20, 2009

between the Architect:

(Name and address)

Hereafter refers to Landscape Architect:

Royston Hanamoto Alley & Abey

225 Miller Avenue

Mill Valley, CA 94941

T: 415.383.7900; F: 415.383.1433

and the Consultant:

(Name and address)

BKF Engineers

325 Tesconi Circle

Santa Rosa, CA 95401

T: 707.583.8500 F: 707.583.8539

BKF # 2009-07-070

for the Project:

(Name and address)

RHAA Proj #08090A Bayer Park & Gardens

- Notification is made of the need to proceed with Additional Services.
- Authorization is requested or given to proceed with Additional Services.
- Authorization is requested or given to incur Additional Reimbursable Expenses.

As follows:

Authorization to proceed with Design Development only as described in Attachment A.

The following adjustments shall be made to compensation and time.

(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

To be invoiced monthly for prior months services on an hourly time and materials basis.

PreDesign & Master Plan: \$14,621.00 (NTE fee includes prior billed services and expenses)

Master Plan Add Services: \$13,000.00 (NTE fee includes prior billed services and expenses)

Design Development: \$11,575.00

CD, CS: Need authorization to Proceed

Total Fee: Not To Exceed: \$39,196.00

Reimbursable Expenses during the DD phase are in addition to the Fee listed and may be billed for actual reasonable project related expenses at cost +10% mark-up; reproductions are limited to authorized Client submittals only.

Time:

SUBMITTED BY:

Cordelia Hill

(Signature)

Cordelia L. Hill, Partner *CH*

(Printed name and title)

July 29, 2011

(Date)

AGREED TO:

G. Hurd

(Signature)

Gred Hurd, Principal

(Printed name and title)

9-10-2011

(Date)

Attachment A



**ENGINEERS
SURVEYORS
PLANNERS**

August 25, 2011

BKF Job No. 20099070-10

Royston Hanamoto Alley & Abey
225 Miller Avenue
Mill Valley, CA 94941

Attn: Scott Wilkinson

Subject: Consulting Engineering Services
Bayer Park, Santa Rosa, CA
Sonoma County APNs

Thank you for the opportunity to present this proposal for services related to providing Based on the current project and, BKF Engineers offers the following services:

TASK 6: DESIGN DEVELOPMENT DOCUMENTS

Following the selection a the preferred master plan we propose the Design Development to refine the design of the park components and together with the RHAA and key consultants, examine in more detail the elements of the plan for preliminary grading and storm water treatment and preliminary storm, water and sewer utility routing.

Subtasks:

- Team meeting : RHAA will lead design development consultant meeting
- Participate in two conference calls with RHAA and consultants
- Prepare Design Development plans, details, and preliminary specifications. Assist with preparation of design review documents for submittal to County of Sonoma Permit Resources Management Department. A preliminary storm water management plan will be developed using the City of Santa Rosa Standards. This plan will not be to the level required for the North coast regional Board to approve the project, but will show preliminary numbers and treatment options. RHAA will provide a base drawing for use in development of our work. A total of 75 hours is budgeted for this task among the various disciplines in our office.
- Minor revisions to 30% plans based on consultant review, 14 hours are budgeted for this task among the various disciplines in our office.

SCHEDULE

BKF Engineers is prepared to begin next week upon your authorization to proceed. It is our intent, with your assistance, to complete this process in the next two months.

FEES FOR PROFESSIONAL SERVICES

BKF Engineers will provide the services in Task 6 above for \$11,575.

325 Tesconi Circle
Santa Rosa
California 95401
phone 707.583.8500
fax 707.583.8539
www.bkf.com

20099070-10

Professional service fees will accrue on a time and material basis in accordance with our current Rate Schedule.

The fees will be invoiced monthly. The invoice will identify the professional category and associated hourly rate, and include a brief description of the services performed during that billing cycle. The fees are due ~~upon presentation of an invoice~~ *within 14 days of receipt of payment from client*. These fees do not include reimbursable expenses such as express mailing, printing and reproduction. These fees will be billed as a separate line item on the monthly invoices in accordance with our rate schedule.

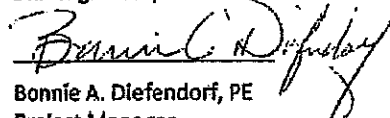
AGREEMENT

If the above additional scope of work is acceptable, please acknowledge by signing the bottom of this proposal and returning a copy to BKF Engineers. The signed copy will be considered your authorization to continue providing services to you and would also be recognized as an amendment to our existing Professional Services Agreement.

BKF Engineers appreciates the continued opportunity to provide services to RHAA on the Bayer Park Project.

Should you have any questions, please feel free to call me.

BKF Engineers,


Bonnie A. Diefendorf, PE
Project Manager

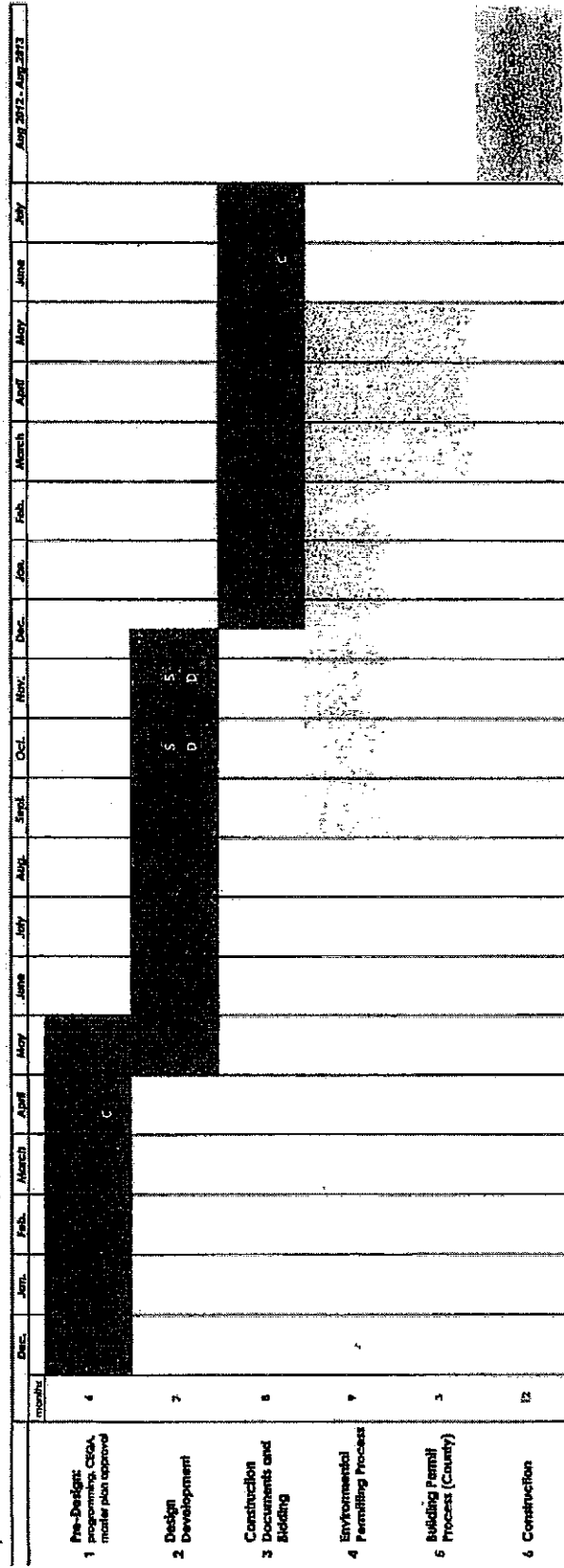
RHAA

DATE: _____

Bayer Neighborhood Park & Gardens

Project Schedule

Revised 6/15/11



- Core Group Meeting
- Steering Committee Meeting
- Board of Community Services Presentation
- City Council Presentation
- Public Design Workshop
- Design Review Board Presentations (City and County)



CROMB ASSOCIATES
CONSTRUCTION COST CONTROL AND MANAGEMENT

July 30, 2012.

51 Bay Vista Drive ■ Mill Valley, CA 94941

Ms. Cordelia Hill
Royston Hanamoto Alley & Abbey
225 Miller Avenue
Mill Valley
CA 94941.

RE: RHAA Proj. #08090A, Bayer Park and Gardens, Santa Rosa, CA.
Cost Consulting Services - Amendment.

Dear Cordelia,

Per our discussion, we are pleased to confirm our offer to provide additional construction cost planning services for the above project.

SCOPE OF WORK.

We understand that the additional work comprises the construction of five structures, namely a new single story Community Hall (6,900 sf), a new two story Environmental Education Center (5,800 sf), a new single story Pavilion (2,000 sf) a new Kiosko and structural upgrade to an existing 2,300 sf barn.

The remaining Site improvements will also be estimated as per our original agreement of May 20, 2009.

SERVICES.

We will provide a Construction Cost Estimate based on Siegel and Strain's Design Development drawings received July 27th, 2012 and dated 3/23/2012.

The estimates will be presented in a building elemental format clearly showing the quantities and costs of the main components of work.

SCHEDULE.

Cromb Associates will attempt to have the estimate complete three weeks after receiving all the Design Development Drawings.

FEES.

We propose to provide the additional services above for the following fee:

Five Buildings - Design Development Estimate	\$8,100.
--	----------

Value engineering and Alternates are excluded.

Cromb Associates appreciate this opportunity of working with you on this project and are willing to expand our services if you do desire. If you have any questions regarding the above, please don't hesitate to call.

Very truly yours,


David Cromb ARICS
Principal.

7/30/12.

Accepted By:



AIA[®] Document C401[™] – 2007

Standard Form of Agreement Between Architect and Consultant

AGREEMENT made as of the Fourteenth day of June in the year Two Thousand Eleven
(In words, indicate day, month and year.)

BETWEEN the Consultant's client identified as the Architect: **Hereafter refers to Landscape Architect**
(Name, legal status, address and other information)

Royston Hanamoto Alley & Abey Inc.
225 Miller Avenue
Mill Valley, CA 94941
P: 415.383.7900; F: 415.383.1433

and the Consultant:
(Name, legal status, address and other information)

RAS Design Group LLC
411 Ferry Street, Suite #7
Martinez, CA 94553
T: 925.372.0424 F: 925.212.2527

Consultant's discipline:

Food Service Consulting

Consultant's Designated Representative:
(Name, address and other information)

Ronald Sadusky; Principal

The Architect has made an agreement, hereinafter known as the Prime Agreement, with the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Santa Rosa
55 Stony Point Road
Santa Rosa, CA 95404

dated: May 19th 2009
(In words, indicate month, day and year of the Prime Agreement.)

for the following Project:
(Include detailed description of Project, location, address and scope.)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Int.

AIA Document C401[™] – 2007 (formerly C141[™] – 1997). Copyright © 1963, 1967, 1970, 1974, 1979, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:54:00 on 07/29/2011 under Order No.6204177098_1 which expires on 05/31/2012, and is not for resale.
User Notes:

(1500466759)

**Bayer Park & Gardens
1550 & 1632 West Avenue
Santa Rosa, CA
RHAA Project #08090-A**

The Architect and the Consultant agree as follows.



Ink.

AIA Document C401™ – 2007 (formerly C141™ – 1997). Copyright © 1983, 1987, 1970, 1974, 1979, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 13:54:00 on 07/29/2011 under Order No. 8204177088_1 which expires on 05/31/2012, and is not for resale.
User Notes:

{1500466759}

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	CONSULTANT'S RESPONSIBILITIES
3	SCOPE OF CONSULTANT'S SERVICES
4	ADDITIONAL SERVICES
5	ARCHITECT'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION AND SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 A copy of the Architect's agreement with the Owner, known as the Prime Agreement (from which compensation amounts may be deleted), is attached as Exhibit A and is made a part of this Agreement. **Consistent with its Scope of Services, Consultant shall have the same obligations towards Architect that Architect has to Owner under the prime Agreement, including any obligations concerning insurance, indemnification, and ownership of documents and dispute resolution.**

§ 1.2 The portion of the Project for which the Consultant shall provide services is hereinafter called This Portion of the Project. Except as set forth herein, the Consultant shall not have any duties or responsibilities for any other portion of the Project. This Portion of the Project consists of the following:
(Fully describe the Portion of the Project for which the Consultant shall provide the services set forth in Article 3.)

Food Service Equipment Consulting as described in Attachment A

§ 1.3 To the extent that the provisions of the Prime Agreement apply to This Portion of the Project, the Architect shall assume toward the Consultant all obligations and responsibilities that the Owner assumes toward the Architect, and the Consultant shall assume toward the Architect all obligations and responsibilities that the Architect assumes toward the Owner, **including without limitation any indemnity obligations.** Insofar as applicable to this Agreement, the Architect shall have the benefit of all rights, remedies and redress against the Consultant that the Owner, under the Prime Agreement, has against the Architect, and the Consultant shall have the benefit of all rights, remedies and redress against the Architect that the Architect, under the Prime Agreement, has against the Owner. Where a provision of the Prime Agreement is inconsistent with a provision of this Agreement, this Agreement shall govern **except that in any dispute involving the Owner, Architect and Consultant the dispute resolution provisions of the Prime Agreement shall control.**

§ 1.4 The Consultant is an independent contractor for This Portion of the Project. The Consultant is responsible for methods and means used in performing its services under this Agreement, and is not an employee, agent or partner of the Architect. The Architect shall not be responsible for the acts or omissions of the Consultant.

Init.

§ 1.5 Except as authorized by the Architect, all communications between the Consultant and the Owner, Contractor or other consultants for the Project shall be forwarded through the Architect. The Architect shall be the administrator of the professional services for the Project, and shall facilitate the exchange of information among the Owner, Consultant and other consultants as necessary for the coordination of This Portion of the Project.

§ 1.6 If applicable, the Architect and Consultant agree to share the costs and expenses incurred in marketing, promotion, display and procurement of this Project as follows:

N/A

§ 1.7 If applicable, the Architect and Consultant agree to share professional credit for the Project as follows:

Royston Hanamoto Alley & Abey – Prime and Landscape Architectural Services; RAS Design Group LLC – Food Service Equipment Design Consulting.

§ 1.8 The other consultants to be retained by the Architect are as follows:
(List disciplines and, if known, names, addresses and other information.)

Siegel & Strain – Architects; ZFA – Structural Engineer, Affiliated Engineers – MEP, BKF Engineers – Civil Engineers, Cromb & Associates – Cost Estimating, Steve Cancian/Shared Spaces – Participatory Design; Kleinfelder – Geotechnical Engineering, LSA – Environmental Consulting; LandPaths – Community Outreach, RAS Design Group LLC – Food Service Equipment Consulting.

§ 1.9 The subconsultants to be retained by the Consultant are as follows:
(List disciplines and, if known, names, addresses and other information.)

N/A

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Consultant shall identify a representative authorized to act on behalf of the Consultant with respect to This Portion of the Project, and key personnel who will perform the Consultant's services. The Consultant shall not replace its identified representative or key personnel without the Architect's approval, which shall not unreasonably be withheld.

§ 2.3 The Consultant shall recommend to the Architect the appropriate investigations, surveys, tests, analyses, reports and the services of other consultants that should be obtained for the proper execution of the Consultant's services.

§ 2.4 The Consultant shall coordinate its services with those of the Architect and other consultants in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's or other consultants' services. The Consultant shall coordinate all aspects of its design of the Work for This Portion of the Project with the Work designed by the Architect and other consultants, as necessary for the proper coordination of the Project.

§ 2.5 The Consultant shall provide copies of drawings, reports, specifications and other necessary information to the Architect and other consultants in the format the Architect requires.

§ 2.6 The Consultant shall not be responsible for the acts or omissions of the Architect, Architect's other consultants, Contractor, Subcontractors, their agents or employees, or other persons performing any of the Work. The Consultant shall provide prompt written notice to the Architect if the Consultant becomes aware of any errors, omissions or inconsistencies in the services or information provided by the Architect or other consultants.

Init.

§ 2.7 The Consultant shall submit for the Architect's approval a schedule for the performance of the Consultant's services consistent with the requirements of the Prime Agreement, which may be adjusted as the Project proceeds. The Consultant's schedule shall allow reasonable time for the Architect and other consultants to review the Consultant's submittals. Once approved by the Architect, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Architect.

§ 2.8 The Consultant shall maintain the following insurance for the duration of this Agreement:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability
1,000,000.00
- .2 Automobile Liability
1,000,000.00
- .3 Workers' Compensation
1,000,000.00
- .4 Professional Liability
1,000,000.00

Consultant shall provide the Architect a Certificate of Liability Insurance evidencing coverage for General Liability, Worker's Compensation, Automobile Liability and Professional Liability equal to that required in the Prime Agreement naming Royston Hanamoto Alley & Abey as additional insured.

ARTICLE 3 SCOPE OF CONSULTANT'S SERVICES

§ 3.1 The Consultant shall provide the Architect with the same professional services for This Portion of the Project as the Architect is required to provide to the Owner under the Prime Agreement, unless otherwise described below:
(Set forth, in detail, any variations to, or limitations on, the professional services described in the Prime Agreement affecting the Consultant's services under this Agreement.)

Food Service Equipment Consulting as described in Attachment A

§ 3.1.1 The Consultant shall ascertain the requirements for This Portion of the Project and shall confirm such requirements to the Architect.

§ 3.1.2 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Section 3.1, or shall cause such services to be performed by appropriately licensed design professionals.

§ 3.1.3 Upon request of the Architect, the Consultant shall furnish to the Architect, with reasonable promptness, interpretations of the Contract Documents prepared by the Consultant.

§ 3.1.4 The Consultant shall, within time limits agreed upon or otherwise with reasonable promptness, render written recommendations on claims, disputes and other matters in question between the Owner and Contractor relating to the execution or progress of This Portion of the Project as provided by the Contract Documents.

§ 3.1.5 The Consultant shall assist the Architect in determining whether the Architect shall reject Work for This Portion of the Project which does not conform to the Contract Documents or whether additional inspection or testing is required.

Init.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services may be provided after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services that may arise as the Project proceeds, as described in the Prime Agreement, the Consultant shall notify the Architect. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Architect's written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section 4.1 shall entitle the Consultant to compensation pursuant to Section 11.2.

§ 4.2 The Consultant shall provide site visits As specified in Attachment A during construction of the Project. When this number is reached, the Consultant shall notify the Architect. The Consultant shall conduct site visits in excess of that number as Additional Services.

ARTICLE 5 ARCHITECT'S RESPONSIBILITIES

§ 5.1 The Architect shall provide available information in a timely manner regarding requirements for and limitations on This Portion of the Project, including a copy of the Owner's program for the Project. Within seven days after receipt of a written request, the Architect shall request information from the Owner as necessary and relevant for the Consultant to evaluate, give notice of or enforce lien rights. Within seven days of receipt of such information from the Owner, the Architect shall furnish the information to the Consultant.

§ 5.2 The Architect shall identify a representative authorized to act on the Architect's behalf with respect to This Portion of the Project. The Architect or such identified representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services. The Architect shall not replace its identified representative without the approval of the Consultant, which shall not unreasonably be withheld.

§ 5.3 On the Consultant's request for This Portion of the Project, the Architect shall furnish to the Consultant, in a timely manner, (1) detailed layouts showing the location of connections, and (2) tabulations giving sizes, loads and other information on equipment designed, specified or furnished by others for design and coordination of This Portion of the Project.

§ 5.4 The Architect shall confer with the Consultant before issuing interpretations or clarifications of documents prepared by the Consultant and shall request the recommendation of the Consultant before providing interpretations or clarifications of shop drawings, product data, samples or other submissions of the Contractor, or upon Change Orders and Construction Change Directives affecting This Portion of the Project.

§ 5.5 The Architect shall furnish to the Consultant a copy of the preliminary estimate or updated estimates of Cost of the Work as submitted to the Owner, bidding documents, bid tabulations, negotiated proposals and Contract Documents, including, to the extent they pertain to this Portion of the Project, Change Orders and Construction Change Directives for the Consultant's use in the design and coordination of This Portion of the Project.

§ 5.6 The Architect shall advise the Consultant of the identity of other consultants participating in the Project and the scope of their services.

§ 5.7 If the Consultant reasonably requests information from investigations, surveys, tests, analyses and reports, or the services of other consultants not within the scope of the Consultant's services, the Architect shall request that the Owner furnish the information or services.

§ 5.8 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Consultant. The Architect shall provide prompt written notice to the Consultant if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work is defined as set forth in the Prime Agreement.

§ 6.2 When the Project requirements have been sufficiently identified, the Consultant shall prepare and submit to the Architect an estimate of Cost of the Work for This Portion of the Project. The Consultant shall update the estimate for This Portion of the Project as required by the Prime Agreement.

init.

§ 6.3 If at any time the estimate for the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Consultant shall make appropriate recommendations to the Architect to adjust the Project's size, quality or budget related to This Portion of the Project. Additionally, the Consultant shall cooperate with the Architect and the Architect's other consultants in redesigning the Work for This Portion of the Project to comply with the budget for the Cost of the Work.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 Upon execution of this Agreement, the Consultant grants to the Architect a license to use the Consultant's Instruments of Service in the same manner and to the same extent as the Architect has granted a license to the Owner in the Prime Agreement.

§ 7.2 The Architect and the Consultant shall not make changes in each other's Instruments of Service without written permission of the other party.

§ 7.3 The Consultant shall maintain on file and make available to the Architect design calculations for This Portion of the Project, and shall furnish copies thereof to the Architect on request.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 Subject to Section 8.2, any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to the same dispute resolution provisions as set forth in the Prime Agreement. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter under the dispute resolution provisions set forth in the Prime Agreement.

§ 8.2 If the claim, dispute or other matter in question arising out of or related to this Agreement is unrelated to a dispute between the Architect and Owner, or if the Consultant is legally precluded from being a party to the dispute resolution procedures set forth in the Prime Agreement, then claims, disputes or other matters in question shall be resolved in accordance with this Section 8.2. Any such claim, dispute or matter in question shall be subject to mediation as a condition precedent to binding dispute resolution. Mediation shall be conducted as set forth in AIA Document B101™-2007 at Sections 8.2.1, 8.2.2 and 8.2.3. When applying those provisions to this Agreement, "Architect" shall be substituted for "Owner," and "Consultant" shall be substituted for "Architect." If the parties do not resolve a claim, dispute or matter in question through mediation, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Architect and Consultant do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to the terms and conditions set forth in Section 8.3 of AIA Document B101™-2007. When applying those provisions to this Agreement, "Architect" shall be substituted for "Owner," and "Consultant" shall be substituted for "Architect."
- Litigation in a court of competent jurisdiction
- Other (Specify)

§ 8.3

(Paragraph deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 Except as otherwise provided below, the Architect may terminate this Agreement or suspend the Consultant's services pursuant to the same terms and conditions under which the Owner may terminate the Prime Agreement or suspend the Architect's services under the Prime Agreement. Additionally, the Consultant may terminate this

Init.

AIA Document C401™ - 2007 (formerly C141™ - 1997). Copyright © 1963, 1967, 1970, 1974, 1979, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:54:00 on 07/29/2011 under Order No.8204177098_1 which expires on 05/31/2012, and is not for resale.
User Notes:

(1500466759)

Agreement or suspend its services pursuant to the same terms and conditions under which the Architect may terminate the Prime Agreement or suspend its services under the Prime Agreement.

§ 9.2 Either party may terminate this Agreement at such time as the Prime Agreement is terminated. The Architect shall promptly notify the Consultant of such termination.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law provided in the Prime Agreement. If the parties have selected arbitration as the method of binding dispute resolution in Section 8.2, the Federal Arbitration Act shall govern the arbitration set forth in Section 8.3 of AIA Document B101™-2007.

§ 10.2

§ 10.3 The Architect and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither Architect nor Consultant shall assign this Agreement without the written consent of the other.

§ 10.4 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Architect or Consultant.

§ 10.5 Unless otherwise required in this Agreement, the Architect and Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.6 If the Consultant or Architect receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Consultant's Services as described under Article 3, the Architect shall compensate the Consultant as follows:

(Insert amount of, or basis for, compensation.)

Compensation shall be billed on an HOURLY Time & Materials basis to be invoiced monthly for the prior months services. Fee shall not exceed FOUR THOUSAND ONE HUNDRED DOLLARS AND NO/100 (\$4,100.00).

§ 11.2 For Additional Services that may arise during the course of the Project, the Architect shall compensate the Consultant as follows:

(Insert amount of, or basis for, compensation.)

For any additional services, payment will be made on an hourly time and materials basis as per the attached billing rates. No consultant is to proceed with additional work without written prior approval by the Architect.

§ 11.3 Compensation for Additional Services of the Consultant's subconsultants when not included in Section 11.2, shall be the amount invoiced to the Consultant plus N/A percent (%), or as otherwise stated below:

§ 11.4 The hourly billing rates for services of the Consultant and the Consultant's subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant's and Consultant's subconsultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

As listed in Attachment A.

Int.

AIA Document C401™ - 2007 (formerly C141™ - 1997). Copyright © 1963, 1967, 1970, 1974, 1979, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:54:00 on 07/29/2011 under Order No.820417709B_1 which expires on 05/31/2012, and is not for resale.

User Notes:

(1500466759)

Employee or Category

Rate

§ 11.5 COMPENSATION FOR REIMBURSABLE EXPENSES

The Architect shall reimburse the Consultant for the Reimbursable Expenses necessarily incurred by the Consultant or the Consultant's employees directly relating to the Project and listed in the Prime Agreement. Reimbursable Expenses are in addition to compensation for the Consultant's services and Additional Services. Reimbursable expenses may be billed for actual reasonable project related expenses at cost+10% mark-up; reproductions are limited to authorized Client submittals only.

§ 11.6 PAYMENTS TO THE CONSULTANT

§ 11.6.1 The Consultant shall submit invoices for services and Reimbursable Expenses in accordance with the provisions of the Prime Agreement. The Architect shall review such invoices and, if they are considered incorrect or untimely, the Architect shall, within ten days from receipt of the Consultant's billing, review the matter with the Consultant and confirm in writing to the Consultant the Architect's understanding of the disposition of the issue.

§ 11.6.2 Payments to the Consultant shall be made promptly **within (14) days** after the Architect is paid by the Owner under the Prime Agreement. The Architect shall exert reasonable and diligent efforts to collect prompt payment from the Owner. The Architect shall pay the Consultant in proportion to amounts received from the Owner which are attributable to the Consultant's services rendered and Reimbursable Expenses incurred.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Architect and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Architect and Consultant.

§ 13.2 This Agreement is comprised of the following documents listed below:

1. AIA Document C401™-2007, Standard Form Agreement Between Architect and Consultant
2. Prime Agreement attached as Exhibit A
3. AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

N/A

4. Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Attachment A Scope and Fee.

This Agreement entered into as of the day and year first written above.



ARCHITECT (Signature)

Cordelia L. Hill, Principal Partner 

(Printed name and title)

CONSULTANT (Signature)

Ronald Sadusky, Principal

(Printed name and title)

Init.

AIA Document C401™ - 2007 (formerly C141™ - 1997). Copyright © 1963, 1967, 1970, 1974, 1979, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:54:00 on 07/29/2011 under Order No.6204177098_1 which expires on 05/31/2012, and is not for resale.
User Notes:

(1500466759)

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Janet Rector, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:54:00 on 07/29/2011 under Order No. 6204177098_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document C401™ – 2007, Standard Form of Agreement Between Architect and Consultant, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Janet Rector
(Signed)

Project Accountant
(Title)

July 29, 2011
(Dated)



AIA® Document G803™ – 2007

Amendment to the Consultant Services Agreement

TO: (Architect's or Consultant's Representative)

Amendment Number: 001

Bill McCormick

In accordance with the Agreement dated: May 20, 2009

between the Architect:

(Name and address)

Hereafter refers to Landscape Architect:

Royston Hanamoto Alley & Abey

225 Miller Avenue

Mill Valley, CA 94941

T: 415.383.7900; F: 415.383.1433

and the Consultant:

(Name and address)

Kleinfelder West Inc.

2240 Northpoint Parkway

Santa Rosa, CA 95407

T: 707.571.1892

for the Project:

(Name and address)

RHAA Proj #08090A Bayer Park & Gardens

- Notification is made of the need to proceed with Additional Services.
- Authorization is requested or given to proceed with Additional Services.
- Authorization is requested or given to incur Additional Reimbursable Expenses.

As follows:

Authorization to proceed with Design Development only.

The following adjustments shall be made to compensation and time.

(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

To be invoiced monthly for prior months services on an hourly time and materials basis.

PreDesign & Master Plan: \$6,049.45 (NTE fee includes prior billed services and expenses)

Design Development: \$15,000.00

CD, CS: Need authorization to Proceed

Total Fee: Not To Exceed: \$21,049.45

Reimbursable Expenses during the DD phase are in addition to the Fee listed and may be billed for actual reasonable project related expenses at cost +10% mark-up; reproductions are limited to authorized Client submittals only.

Time:

SUBMITTED BY:

Cordelia Hill
(Signature)

Cordelia L. Hill, Partner *qh*
(Printed name and title)

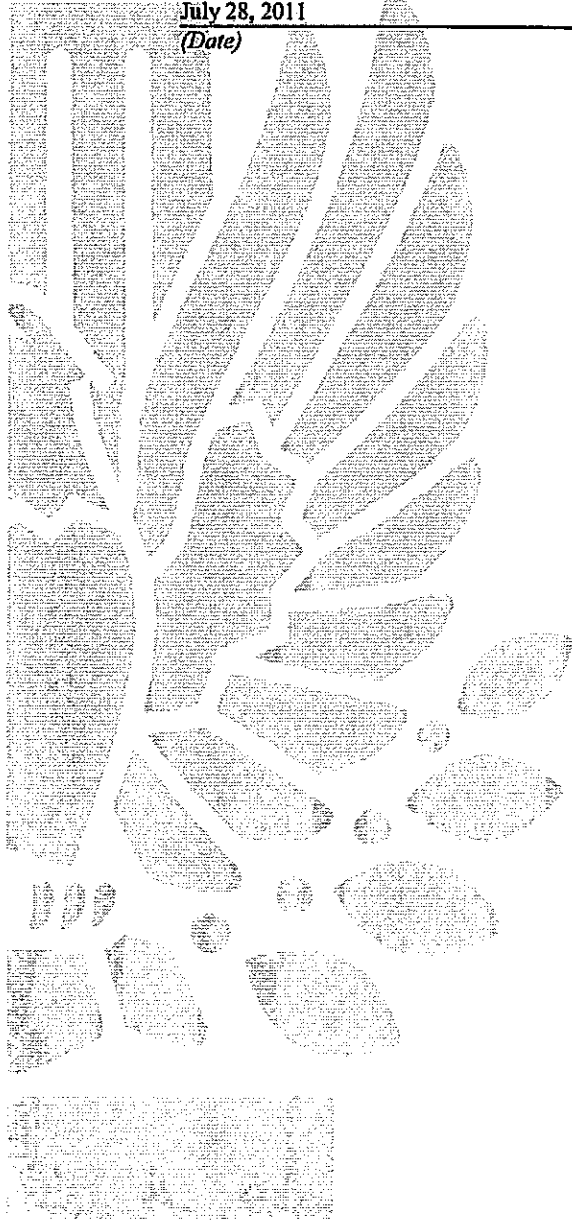
July 28, 2011
(Date)

AGREED TO:

(Signature)

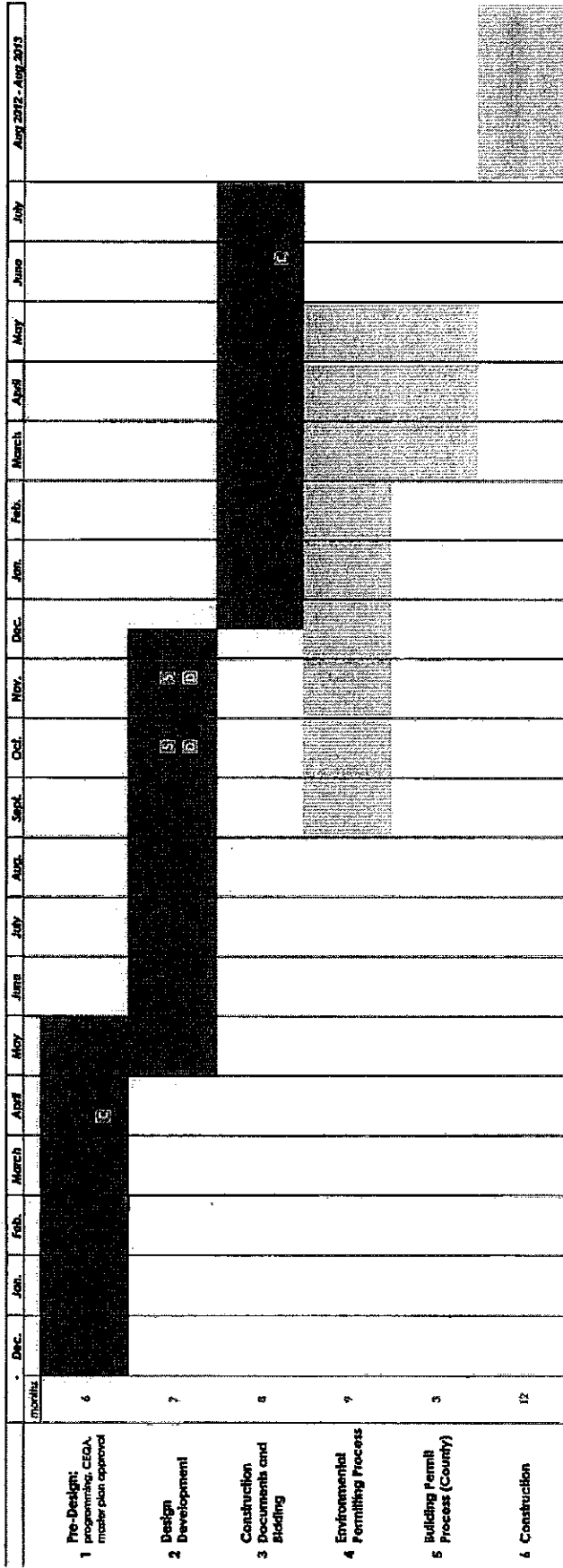
Bill McCormick
(Printed name and title)

(Date)



Boyer Neighborhood Park & Gardens

Project Schedule Revised 6/15/11



- Core Group Meeting
- City Council Presentation
- Steering Committee Meeting
- Board of Community Services Presentation
- Public Design Workshop
- Design Review Board Presentations (City and County)



AIA® Document G803™ – 2007

Amendment to the Consultant Services Agreement

TO: (Architect's or Consultant's Representative)

Amendment Number: 001

Craig Anderson

In accordance with the Agreement dated: May 20, 2009

between the Architect:

(Name and address)

Hereafter refers to Landscape Architect:

Royston Hanamoto-Alley & Abey

225 Miller Avenue

Mill Valley, CA 94941

T: 415.383.7900; F: 415.383.1433

and the Consultant:

(Name and address)

LandPaths

618-14th Street, #217

Santa Rosa, CA 95404

T: 707.544.7284 F: 707.544.7242

for the Project:

(Name and address)

RHAA Proj #08090A Bayer Park & Gardens

- Notification is made of the need to proceed with Additional Services.
- Authorization is requested or given to proceed with Additional Services.
- Authorization is requested or given to incur Additional Reimbursable Expenses.

As follows:

Authorization to proceed with Design Development only as described in Attachment A

The following adjustments shall be made to compensation and time.

(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

To be invoiced monthly for prior months services on an hourly time and materials basis.

PreDesign & Master Plan: \$18,865.26 (NTE fee includes prior billed services and expenses)

Design Development: \$8,310.00

CD, CS: Need authorization to Proceed

Total Fee: Not To Exceed: \$27,175.26

Reimbursable Expenses during the DD phase are in addition to the Fee listed and may be billed for actual reasonable project related expenses at cost +10% mark-up; reproductions are limited to authorized Client submittals only.

Time:

SUBMITTED BY:

Cordelia Hill
(Signature)

Cordelia L. Hill, Partner *qh*
(Printed name and title)

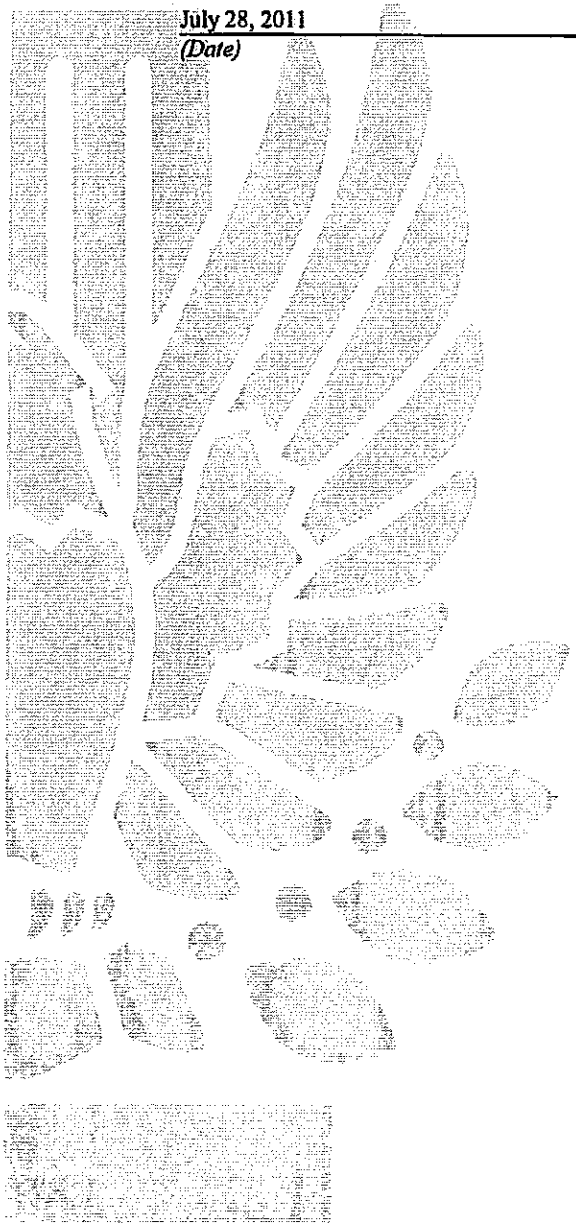
July 28, 2011
(Date)

AGREED TO:

(Signature)

Craig Anderson, Executive Director
(Printed name and title)

(Date)



Attachment A

Bayer Neighborhood Park and Garden Master Planning Process- Design Development LandPaths

The City of Santa Rosa and RHHA have requested LandPaths' continual involvement in the Design Development phase of the master planning process for the Bayer Neighborhood Park and Garden.

As requested LandPaths will:

1. Assist and support eight proposed Steering Committee meetings.
2. Provide translation services and support for two Public Workshops and other incidental translating needs.
3. Participate in two meetings to develop integration of volunteer involvement during construction that positions the park for long-term volunteer involvement in the maintenance and management of the park.
4. Miscellaneous costs of project management, administration, travel and other minimal support expenses.

Full Budget estimate is attached.

Bayer Neighborhood Park & Gardens - DD/CD fee proposal

LandPaths

DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS

Task 1: Design Development

- A. CONTRACT GROUP MEETING 1: With City and LandPaths staff, to refine program
- B. Prepare programming documentation
- C. CONTRACT GROUP MEETING 2: With City and LandPaths staff, to review program documentation
- D. Prepare preliminary design development plans, and supporting design graphics
- E. Architectural design team coordination meeting
- F. STEERING COMMITTEE MEETING 1: Preliminary design development plans, and design graphics. 1362
- G. Site design team coordination meeting
- H. Refine Design Development plans and design graphics based on direction from the Steering Committee.
- I. Utilities and systems coordination meeting
- J. STEERING COMMITTEE MEETING 2: Present architectural and landscape character alternatives 1362
- K. Refine Design Development plans and design graphics based on direction from the Steering Committee.
- L. Prepare presentation materials for public workshop 750
- M. Conduct rare plant surveys (1 of 2)
- N. Prepare biological assessment
- O. PUBLIC WORKSHOP #1: Present alternatives, details and material selections for review. 1362
- P. Refine Design Development plans based on community input
- Q. STEERING COMMITTEE MEETING 3: Debrief the public workshop and Review plans 1362
- R. Revise Design Development plans, details based on input from the Steering Committee 750
- S. Prepare Cost estimate
- T. PUBLIC WORKSHOP #2: Present preferred plan, details and material selections for review. 1362
- U. Design team coordination meeting
- V. BOARD OF COMMUNITY SERVICES PRESENTATION #1: Review plans, details & material selections
- W. DESIGN REVIEW PRESENTATION #1: Review plans, details & material selections
- X. Prepare final Design Development plans and supporting graphics
- Y. Submit 100% Design Development package and cost estimate
- Z. BOARD OF COMMUNITY SERVICES PRESENTATION #2: Present Final Design development package
- AA. DESIGN REVIEW PRESENTATION #2: Present Final Design development package

fee per firm

~~\$8,310~~

Task 2: Construction Documentation

2a. 50% CDs (plans, specifications, cost estimate)

- A. CONTRACT GROUP MEETING 1: Construction Documents kick-off meeting
- B. Respond to County/City plan check comments and make revisions as necessary
- C. Weekly conference calls with design team
- D. Architectural design team coordination meeting
- E. Site design team meeting 3050
- F. Prepare 50% Construction Documents (plans, details, specifications, and cost estimate)
- G. STEERING COMMITTEE MEETING 1: Project update and discussion of outstanding design decisions. 1362
- H. Pre-permit application meeting with PRMD
- I. CONTRACT GROUP MEETING 2: Meet to review comments relative to 50% CD submittal

fee per firm

\$4,412

N.I.C.

2b. 100% CDs/ Permit Set (plans, specifications, cost estimate)

- A. Respond to County/City plan check comments and revise documents as necessary
- B. Weekly conference calls with design team
- C. Architectural design team coordination meeting
- D. Site design team meeting
- E. STEERING COMMITTEE MEETING 2: Project update and discussion of outstanding design decisions. 1362
- F. Prepare 100% Construction Documents (plans, details, specifications, and cost estimate)
- G. Prepare Nationwide permit application
- H. Prepare Water Quality certification application
- I. Prepare Mitigation plan
- J. Prepare 2081 application package
- K. Agency coordination
- L. Prepare SWPP report
- M. Design team coordination meeting
- N. STEERING COMMITTEE MEETING 3: Project update and discussion of outstanding design decisions. 1362
- O. Permit facilitation with PRMD
- P. CONTRACT GROUP MEETING 3: Meet to review comments relative to 100% CD/permit set
- Q. CITY COUNCIL PRESENTATION: Authorization to go to bid

fee per firm

\$2,724

N.I.C.

2c. Bid Documents/ Bid Administration (plans, specifications, cost estimate)

- A. Respond to County/City plan check comments, revise documents as necessary
- B. Weekly conference calls with design team
- C. Design team coordination meeting
- D. Coordinate technical specifications with City of Santa Rosa's Bidding Documents and General Conditions
- E. Finalize drawings and specifications and cost estimate
- F. Create bid schedule and issue Bid Set
- G. Interpretation and clarification of plans and specifications as needed
- H. Formal Responses to RFI's and/or RFC's
- I. Submit as necessary, information for addenda
- J. Attend one (1) pre-bid conference or job walk
- K. Conduct rare plant surveys (2 of 2)
- L. Issue Conform Set

fee per firm

\$0

CONSTRUCTION SERVICES

Task 3: Construction Administration and Management

3a. Construction Administration

- A. Attend one (1) pre-construction meeting/conference.
- B. Respond to RFI's, RFC's, questions from Construction Manager, and be available to interpret plans and specifications.
- C. Attend weekly construction meeting and site visits
- D. Assist the City in determining justification and providing information for change orders.
- E. Review shop drawings, material samples, and/or other submissions.
- F. Attend and participate in one (1) preliminary and one (1) final walkthrough at substantial
- G. Attend and participate in final walkthrough at the end of the maintenance period (RHAA).

fee per firm

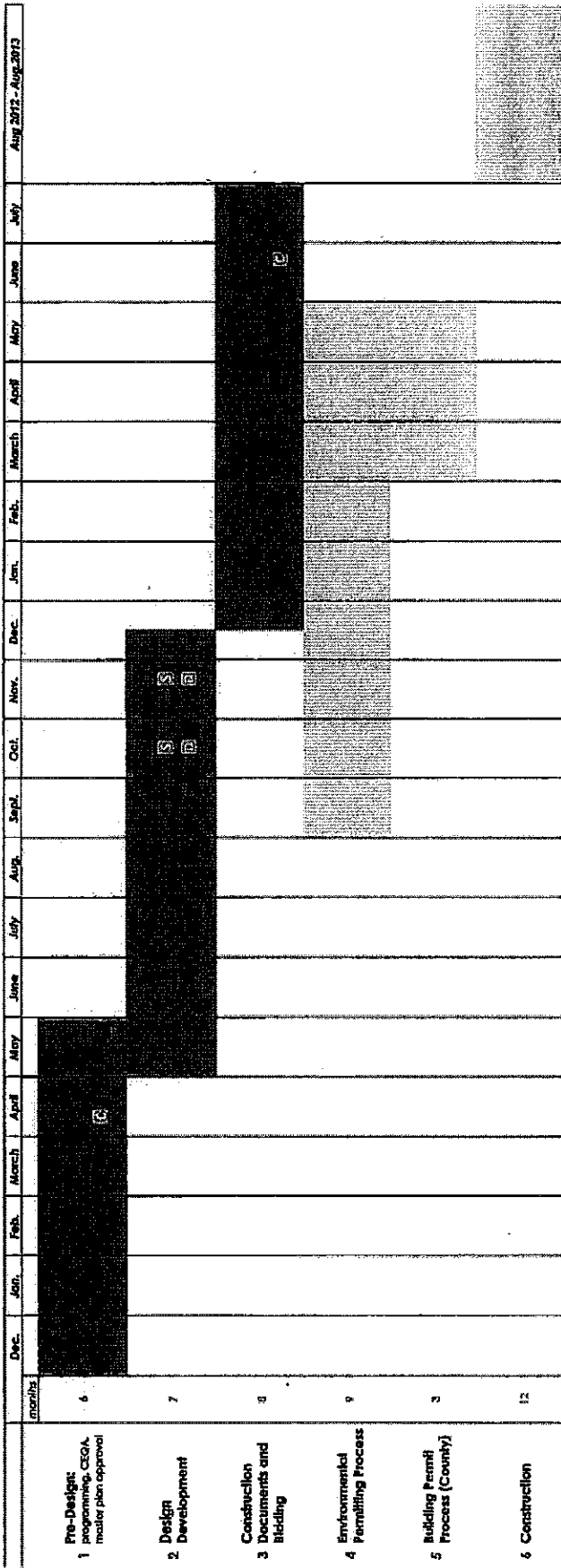
\$0

Total Service Fee by Firm	\$15,448
Total Estimated Reimbursables	\$3,000
Total Fee	\$18,448

Bayyer Neighborhood Park & Gardens

Revised 6/15/11

Project Schedule



- Core Group Meeting
- City Council Presentation
- Steering Committee Meeting
- Board of Community Services Presentation
- Public Design Workshop
- Design Review Board Presentations (City and County)



AIA Document G803™ – 2007

Amendment to the Consultant Services Agreement

TO: (Architect's or Consultant's Representative)

Amendment Number: 001

Pius Kao

In accordance with the Agreement dated: May 20, 2009

between the Architect:

(Name and address)

Hereafter refers to Landscape Architect:

Royston Hanamoto Alley & Abey

225 Miller Avenue

Mill Valley, CA 94941

T: 415.383.7900; F: 415.383.1433

and the Consultant:

(Name and address)

Affiliated Engineers W. Inc.

2700 Ygnacio Valley Road, Suite 170

Walnut Creek, CA 94598

T: 925-933-8400 F: 925-933-8401

for the Project:

(Name and address)

RHAA Proj #08090A Bayer Park & Gardens

- Notification is made of the need to proceed with Additional Services.
- Authorization is requested or given to proceed with Additional Services.
- Authorization is requested or given to incur Additional Reimbursable Expenses.

As follows:

Authorization to proceed with Design Development only as defined in Attachment A.

The following adjustments shall be made to compensation and time.

(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

To be invoiced monthly for prior months services on an hourly time and materials basis.

PreDesign & Master Plan: \$5,484.17 (NTE fee includes prior billed services and expenses)

Design Development: \$21,740.00

CD, CS: Need authorization to Proceed

Total Fee: Not To Exceed: \$27,224.07

Reimbursable Expenses during the DD phase are in addition to the Fee listed and may be billed for actual reasonable project related expenses at cost + 10% mark-up; reproductions are limited to authorized Client submittals only.

Time:

SUBMITTED BY:

Cordelia Hill
(Signature)

Cordelia L. Hill, Partner
(Printed name and title)

July 27, 2011
(Date)

AGREED TO:

(Signature)

Pius Kao, Project Manager
(Printed name and title)

(Date)



Affiliated Engineers

DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS

Task 1. Design Development

A.	CONTRACT GROUP MEETING 1: With City and LandPaths staff, to refine program	0
B.	Prepare programming documentation	0
C.	CONTRACT GROUP MEETING 2: With City and LandPaths staff, to review program documentation	0
D.	Prepare preliminary design development plans, and supporting design graphics	0
E.	Architectural design team coordination meeting	2,040
F.	STEERING COMMITTEE MEETING 1: Preliminary design development plans, and design graphics.	0
G.	Site design team coordination meeting	1,200
H.	Refine Design Development plans and design graphics based on direction from the Steering Committee.	
I.	Utilities and systems coordination meeting	2,400
J.	STEERING COMMITTEE MEETING 2: Present architectural and landscape character alternatives	0
K.	Refine Design Development plans and design graphics based on direction from the Steering Committee.	
L.	Prepare presentation materials for public workshop	0
M.	Conduct rare plant surveys (1 of 2)	0
N.	Prepare biological assessment	0
O.	PUBLIC WORKSHOP #1: Present alternatives, details and material selections for review.	0
P.	Refine Design Development plans based on community input	3,500
Q.	STEERING COMMITTEE MEETING 3: Debrief the public workshop and Review plans	0
R.	Revise Design Development plans, details based on input from the Steering Committee	
S.	Prepare Cost estimate	800
T.	PUBLIC WORKSHOP #2: Present preferred plan, details and material selections for review.	0
U.	Design team coordination meeting	1,800
V.	BOARD OF COMMUNITY SERVICES PRESENTATION #1: Review plans, details & material selections	0
W.	DESIGN REVIEW PRESENTATION #1: Review plans, details & material selections	0
X.	Prepare final Design Development plans and supporting graphics	10,000
Y.	Submit 100% Design Development package and cost estimate	0
Z.	BOARD OF COMMUNITY SERVICES PRESENTATION #2: Present Final Design development package	0
AA.	DESIGN REVIEW PRESENTATION #2: Present Final Design development package	0

total fee per task \$21,740

Task 2. Construction Documentation

2a. 50% CDs (plans, specifications, cost estimate)

A.	CONTRACT GROUP MEETING 1: Construction Documents kick-off meeting	0
B.	Respond to County/City plan check comments and make revisions as necessary	1,200
C.	Weekly conference calls with design team	2,750
D.	Architectural design team coordination meeting	1,020
E.	Site design team meeting	600
F.	Prepare 50% Construction Documents (plans, details, specifications, and cost estimate)	13,000
G.	STEERING COMMITTEE MEETING 1: Project update and discussion of outstanding design decisions.	0
H.	Pre-permit application meeting with PRMD	0
I.	CONTRACT GROUP MEETING 2: Meet to review comments relative to 50% CD submittal	0

total fee per task \$18,570

NIC

2b. 95% CDs/ Permit Set (plans, specifications, cost estimate)

A.	Respond to County/City plan check comments and revise documents as necessary	1,200
B.	Weekly conference calls with design team	5,500
C.	Architectural design team coordination meeting	3,080
D.	Site design team meeting	1,200
E.	STEERING COMMITTEE MEETING 2: Project update and discussion of outstanding design decisions.	0
F.	Prepare 95% Construction Documents (plans, details, specifications, and cost estimate)	21,200
G.	Prepare Nationwide permit application	0
H.	Prepare Water Quality certification application	0
I.	Prepare Mitigation plan	0
J.	Prepare 2081 application package	0
K.	Agency coordination	0
L.	Prepare SWPP report	0
M.	Design team coordination meeting	1,020
N.	STEERING COMMITTEE MEETING 3: Project update and discussion of outstanding design decisions.	0
O.	Permit facilitation with PRMD	0
P.	CONTRACT GROUP MEETING 3: Meet to review comments relative to 100% CD/permit set	0
Q.	CITY COUNCIL PRESENTATION: Authorization to go to bid	0

total fee per task \$33,180

N.I.C.

2c. Bid Documents/ Bid Administration (plans, specifications, cost estimate)

A.	Respond to County/City plan check comments, revise documents as necessary	1,200
B.	Weekly conference calls with design team	2,200
C.	Design team coordination meeting	1,020
D.	Coordinate technical specifications with City of Santa Rosa's Bidding Documents and General Conditions	800
E.	Finalize drawings and specifications and cost estimate	2,200
F.	Create bid schedule and issue Bid Set	1,200
G.	Interpretation and clarification of plans and specifications as needed	2,200
H.	Formal Responses to RFI's and/or RFC's	1,200
I.	Submit as necessary, information for addenda	1,200
J.	Attend one (1) pre-bid conference or job walk	800
K.	Conduct rare plant surveys (2 of 2)	0
L.	Issue Conform Set	1,100

total fee per task \$14,920

N.I.C.

CONSTRUCTION SERVICES

Task 3: Construction Administration and Management

3a. Construction Administration

A.	Attend one (1) pre-construction meeting/conference.	700
B.	Respond to RFI's, RFC's, questions from Construction Manager, and be available to interpret plans and specifications.	2,000
C.	Attend weekly construction meeting and site visits	6,000
D.	Assist the City in determining justification and providing information for change orders.	1,000
E.	Review shop drawings, material samples, and/or other submissions.	8,800
F.	Attend and participate in one (1) preliminary and one (1) final walkthrough at substantial	7,000
G.	Attend and participate in final walkthrough at the end of the maintenance period (RHAA)	2,000

total fee per task \$27,500

N.I.C.

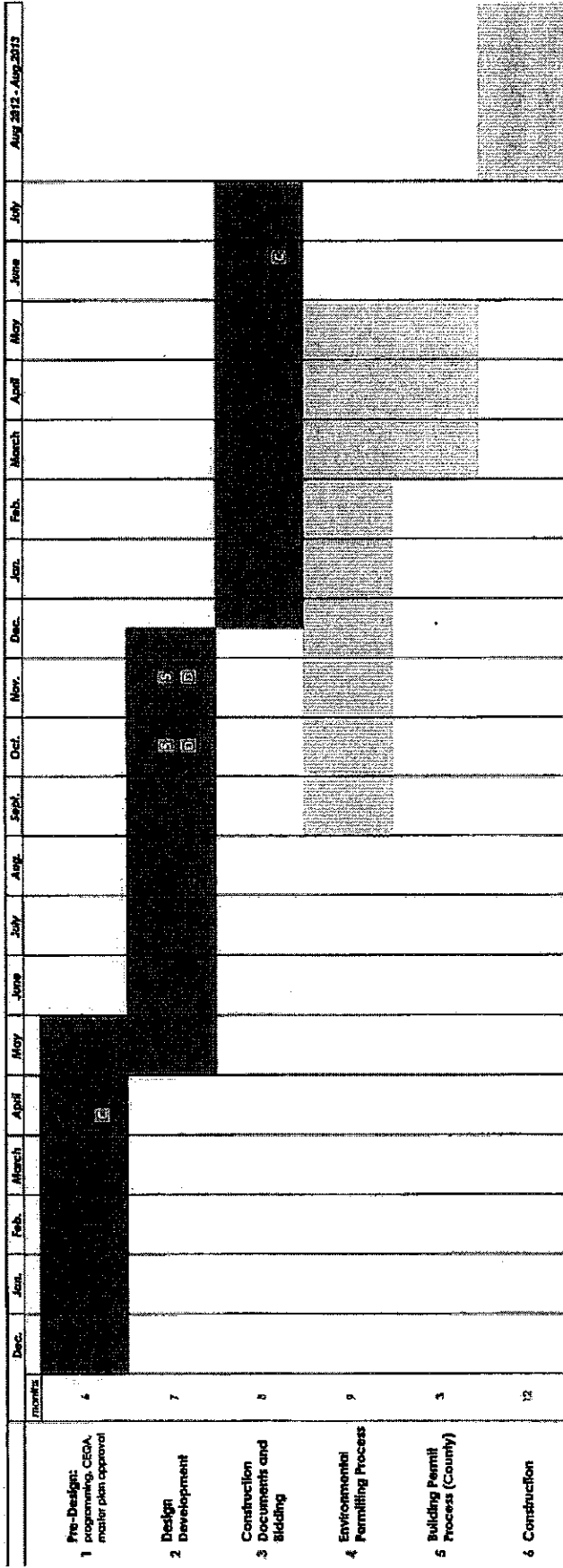
total fee per firm \$115,910
Total Estimated Reimbursables **\$2,000**

Total Fee **\$117,910**

Bayer Neighborhood Park & Gardens

Revised 6/15/11

Project Schedule



- Core Group Meeting
- City Council Presentation
- Steering Committee Meeting
- Board of Community Services Presentation
- Public Design Workshop
- Design Review Board Presentations (City and County)



AIA® Document G803™ – 2007

Amendment to the Consultant Services Agreement

TO: *(Architect's or Consultant's Representative)*

Amendment Number: 001

David Cromb

In accordance with the Agreement dated: May 20, 2009

between the Architect:

(Name and address)

Hereafter refers to Landscape Architect:

Royston Hanamoto Alley & Abey

225 Miller Avenue

Mill Valley, CA 94941

T: 415.383.7900; F: 415.383.1433

and the Consultant:

(Name and address)

Cromb Associates

51 Bay Vista Drive

Mill Valley, CA 94941

T: 415.388.1994 F: 415.388.1996

for the Project:

(Name and address)

RHAA Proj #08090A Bayer Park & Gardens

- Notification is made of the need to proceed with Additional Services.
- Authorization is requested or given to proceed with Additional Services.
- Authorization is requested or given to incur Additional Reimbursable Expenses.

As follows:

Authorization to proceed with Design Development only

The following adjustments shall be made to compensation and time.

(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

To be invoiced monthly for prior months services on an hourly time and materials basis.

PreDesign & Master Plan: \$7,420.00 (NTE fee includes prior billed services and expenses)

Design Development: \$7,000.00

CD, CS: Need authorization to Proceed

Total Fee: Not To Exceed: \$14,420.00

Reimbursable Expenses during the DD phase are in addition to the Fee listed and may be billed for actual reasonable project related expenses at cost +10% mark-up; reproductions are limited to authorized Client submittals only.

Time:

SUBMITTED BY:

Cordelia Hill
(Signature)

Cordelia L. Hill, Partner
(Printed name and title)

July 28, 2011
(Date)

AGREED TO:

(Signature)

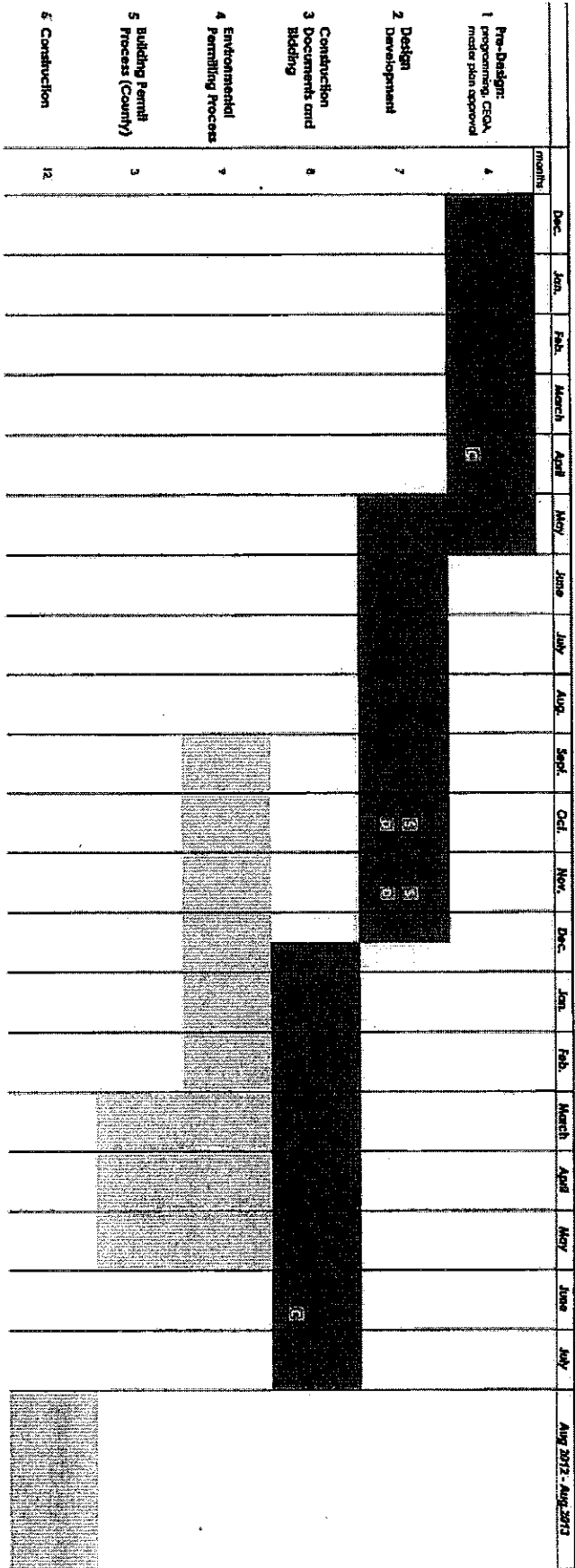
David Cromb, Principal
(Printed name and title)

(Date)

Boyer Neighborhood Park & Gardens

Revised 6/15/11

Project Schedule



- Core Group Meeting
- City Council Presentation
- Steering Committee Meeting
- Board of Community Services Presentation
- Public Design Workshop
- Design Review Board Presentations (City and County)