



AGENDA REPORT

CITY OF SAN CLEMENTE

City Council Meeting

910 Calle Negocio
2nd Floor
San Clemente, California
www.san-clemente.org

Meeting Date: 1/17/2023

Agenda Item: 9B.

Department: Public Works

Prepared By: Kiel Koger, Public Works Director/City Engineer; Samantha Wylie, Beaches, Parks & Recreation Director

Subject:

RECONSIDERATION OF THE CONTRACT AWARD FOR THE DESIGN OF RICHARD T. STEED MEMORIAL SPORTS PARK PICKLEBALL COURTS

Fiscal Impact:

Yes. The consultant's design and construction support costs of \$404,550 are within the approved project budget of \$494,000 from the General Fund, Richard T. Steed Park ("Steed Park") Pickleball Courts, CIP Project No. 13703. Funding for the construction of at least four pickleball courts has been identified and is available in the Park Acquisition and Development Fund (\$2M) and General Fund (\$1M). Additional funding strategies for the complete park development project are considered in the discussion section of this report (see "Phasing and Funding Strategies").

Background:

On March 2, 2021, the City Council awarded a contract to landscape architect firm SWA to update five site-specific park master plans for Bonito Canyon Park, Linda Lane Park, Richard T. Steed Memorial Park, San Gorgonio Park, and San Luis Rey Park. In April 2021, SWA and the Beaches, Parks and Recreation Department released a public survey to obtain feedback on how these parks should most ideally be improved. Following the survey, public workshops were held on May 11 and May 13, 2021, offering community members an opportunity to provide additional comments directly to SWA and City staff regarding desired park amenities.

On September 2, 2021, the Beaches, Parks and Recreation Commission provided comments on the first draft conceptual designs of the site-specific park master plan documents which included the addition of 8-10 pickleball courts at San Gorgonio Park to be located near the freeway. This draft did not incorporate pickleball facilities at Steed Park.

On September 22 and 23, 2021, SWA and staff hosted on-site park open houses to gather additional feedback and answer questions regarding the first draft conceptual designs. During the San Gorgonio Park open house, participants expressed a need for more pickleball courts to be included based on existing demand while others voiced a want for pickleball to be removed from this site altogether. On October 21, 2021, a public forum was held at the Community Center as an additional opportunity for the public to comment and ask questions regarding the first draft conceptual designs.

On December 14, 2021, the Beaches, Parks & Recreation Commission reviewed the second draft of the master plan documents (Attachment 3) which incorporated the addition of 16 new pickleball courts at Steed Park and four pickleball courts at San Gorgonio (relocated near the freeway) based on feedback from the public during the open houses and public forum.

On December 21, 2021, the City Council considered a staff report that included the review of the master plan conceptual design updates for San Gorgonio Park and Steed Park. At this meeting, Council directed staff to incorporate the site-specific master plan updates to San Gorgonio Park and Steed Park related to pickleball improvements into the FY 2022-23 CIP Budget and to prioritize the construction of at least four pickleball courts at Steed Park (Attachment 1 - Location Map) before any other park construction projects.

During the FY 2022-23 Budget Workshop on May 25, 2022, the addition of pickleball courts was determined by the Council to be a high priority Capital Improvement Program (CIP) project for the upcoming year, with funding included in the FY 2022-23 budget (Attachment 2). The construction funding was to be incorporated into the FY 2023-24 Annual Budget once more was known about the estimated project cost.

On June 7, 2022, the City Council approved a contract with UltraSystems Environmental, Inc. for the preparation of the environmental analysis (California Environmental Quality Act, "CEQA") for the Steed Park proposed master plan design. This study began in July 2022 and is expected to be completed in Spring 2023. Upon completion of the analysis, staff would bring the final environmental study and park design to the City Council for consideration and adoption.

At the same June 2022 meeting, the City Council received and filed an administrative report regarding the continuation of pickleball at San Gorgonio Park. This report included the second draft of the conceptual master plan designs for Steed Park and San Gorgonio Park.

In September 2022, staff issued a Request for Proposals ("RFP") for design and construction management of the proposed master plan pickleball court facility at Steed Park. The five proposals were received in response to the RFP from consultants ranging in price from \$345,245 to \$463,480. A staff panel interviewed the top candidates. The following criteria were taken into consideration during evaluations: 1.) technical expertise/methods/approach; 2.) staff qualifications; 3.) delivery schedule and quality control; 4.) expense; and 5.) proposal organization. RJM Design Group was identified as the most qualified bidder (\$404,550) based on the breadth of the firm's experience designing similar pickleball facilities and the range of disciplines represented by the staff involved in the project.

On November 15, 2022, the City Council approved a Professional Consultant Services Agreement with RJM Design Group, Inc. in the amount of \$404,550 for the project design, preparation of a construction bid package, and construction support services for a new pickleball complex at Richard T. Steed Memorial Park, the scope of which is described below. The contract approved at that time had not yet been executed. This matter returns to you this evening pursuant to a motion of Councilmember James, with a second and a third.

Discussion:

The RJM Design Group's scope of work includes the design of multiple features in the park, including 16 pickleball courts, a courtside plaza area with shade structures, a restroom building, an additional 100 parking spaces near the courts, a new sidewalk/pathway to the parking lot, and new landscaping, irrigation, lighting, and fencing around the project area. Procuring the design documents before a construction contract allows the City to more definitively identify the full scope of construction of park improvements and to determine alternative construction phases tailored to

available funding. Designing the complete scope at the outset allows for more holistic park planning and is more cost effective than designing the park improvements in phases. It also positions the City to be more successful as the City seeks potential grant funding and/or public-private partnerships and licensing opportunities. The scope of work subject to the proposed contract before the City Council includes multiple disciplines associated with project design, including:

- Civil Engineering
 - Field research and provide a geotechnical report
 - Aerial survey and preparation of base map
 - Precise grading plan for site improvements
 - Water/sewer plan for both domestic and recycled water service
 - Erosion control plan
 - Horizontal control plan
 - Hydrology/hydraulics report
 - Water quality management plan
- Structural Engineering
 - Structural calculations, plans, and details for the court plaza area improvements
 - Post-tension slab design and details
- Electrical Engineering
 - Site electrical plan for all improvements
 - Lighting photometric calculations to identify required light levels for safety and competition playability
 - Light fixture details, lighting controls, and single-line electrical diagrams
- Landscape Architecture
 - Construction plans and details outlining all landscape materials to be installed
 - Irrigation system design with connections to the existing irrigation control system and the use of recycled water
- Bid and Construction Support Services
 - Prepare bid documents Material submittal and shop drawing review
 - Response to RFI's
 - Field review and inspections during the construction phase

Phasing and Funding Strategies

Designing the park improvements before a construction contract is awarded allows the City to identify the full cost of contemplated improvements, opportunities to phase construction, and funding options (e.g. donations, grants, local funding). It is proposed that the initial phase of construction would include at least four pickleball courts and corresponding access improvements for accessibility to, and parking at, the site. During the FY 2022-23 CIP process, \$3M was forecast from the Park Acquisition and Development Fund and General Fund to support the initial buildout of at least four pickleball courts, per Council direction.

Through the conceptual design, SWA provided rough estimates on the anticipated construction costs

to complete each of the original five master plan updates. Staff will have a better idea of the cost of each amenity when design work is completed and an itemized construction estimate is provided. Funding for the estimated construction costs for all improvements at Steed Park have not been fully identified. However, staff recommends Steed Park Master Plan, as it is ultimately adopted, be constructed in phases. If a phased approach is desired by the City Council, staff would pursue funding for subsequent phases of construction from state and federal grants, private-public partnerships, corporate sponsorship, and community fundraising efforts. Traditionally, projects that are “shovel-ready” are more competitive when seeking funding. A final funding strategy would be presented when the Steed Park Master Plan is completed in Spring 2023.

Plan and Policy Consistency:

It is important to note that the general pursuit of bolstering the City’s inventory of a growing recreational activity is presented in the context of relevant policy objectives identified in the City’s General Plan. To wit, the project, as it is further defined by the City Council, is consistent with the following General Plan Goals and Policies:

- Beaches, Parks and Recreation Element Goal: Park and Recreation Planning, Acquisition, and Development. *Provide and maintain parks and recreation facilities with adequate spaces and amenities to meet the recreational and relaxation needs of existing and future residents. [Emphasis added]*
- BPR-1.01. Programming. We program our parks and other recreation facilities for efficient and creative uses, consistent with the type of facility, user groups served and community needs, and with the Beaches, Parks and Recreation Master Plan.
- BPR-1.02. Users. We provide indoor and outdoor programs and facilities appropriate for a range of income levels, ages and abilities.
- BPR-1.03. Tracking Needs and Interests. We track City recreation programs in terms of *participation, customer satisfaction, and changing needs to identify recreational programming priorities needs, and interests. [Emphasis added]*
- BPR-2.04. Master Plan. We focus parkland acquisition and development efforts in accordance with the Beaches, Parks and Recreation Master Plan and with the Master Plan for City Facilities
- BPR-2.02. Evaluation of User Needs. We evaluate user feedback, track facility use, and utilize projections to understand park and recreation facility needs and plan for future acquisition and development.

Council Strategy:

None.

Recommended Actions:

STAFF RECOMMENDS THAT the City Council:

1. Direct staff to prioritize the construction of at least four pickleball courts and necessary associated amenities as outlined in the proposed Richard T. Steed Park Master Plan pickleball facility design; and
2. Incorporate opportunities optimizing the use of available funding sources and future phased construction; and

3. Approve, and authorize the Public Works Director/City Engineer to execute, Contract No. C22-67, by and between the City of San Clemente and RJM Design Group, Inc., providing engineering design services for the Richard T. Steed Memorial Park pickleball courts, in the amount of \$404,550.

Attachment:

1. Location Map
2. Capital Improvement Program Project Sheet (FY 2022-23)
3. Conceptual Plan
4. Draft Professional Consultant Services Agreement with RJM Design Group

Notification:

None



Steed Park Pickle Ball Courts

Project No. TBD

Lead Dept./Division Public Works/Engineering
Supporting Division Public Works/Engineering

Staff Contact Zachary Ponsen
 Acting Deputy Public Works Director
 949-361-6135

Target Completion Spring of 2023

General Plan Policy BPR-1.01, BPR-1.02, BPR-1.03
 (Please refer to the General Plan for policy code descriptions)



Project Description:

\$500,000 is budgeted for design of new pickle ball facilities at Steed Park. The project may include new parking and access improvements from the City's vacant parcel on Avenida Fabricante. \$3,000,000 is budgeted for construction in FY 2024

Operating Budget Impact: None

Estimated Costs and Funding Sources:

Project Estimate	FY 2022-23 Budget	FY 2023-24 Forecast	FY 2024-25 Forecast	FY 2025-26 Forecast	FY 2026-27 Forecast	FY 2027-28 Forecast	Total
Land/Right of Way							\$ -
Preliminary Engineering	\$ 500,000						\$ 500,000
Construction		\$ 3,000,000					\$ 3,000,000
TOTAL ESTIMATE	\$ 500,000	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -	\$ 3,500,000

Funding Source(s)	FY 2022-23 Budget	FY 2023-24 Forecast	FY 2024-25 Forecast	FY 2025-26 Forecast	FY 2026-27 Forecast	FY 2027-28 Forecast	Total
Parks Acquisition Fund	\$ 500,000						\$ 500,000
General Fund		\$ 3,000,000					\$ 3,000,000
							\$ -
TOTAL FUNDING	\$ 500,000	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -	\$ 3,500,000

Richard T. Steed Memorial CONCEPT ILLUSTRATIVE PLAN



Existing Elements to Remain

- (A) Existing Parking
- (B) Baseball & Softball Fields (New Turf)
- (C) Baseball & Softball Hub

Proposed Concept Elements

- 1 Skateboard Hub
- 2 Mountain Bike Hub
- 3 Scenic Overlook and Trellis
- 4 Activity Meadows
- 5 Pickleball Court Plaza
- 6 Restroom Structure
- 7 Pickleball Shade Structure
- 8 (16) Pickleball Courts
- 9 Stair Connection to Possible Future Parking Lot
- 10 Accessible Ramp to Possible Future Parking Lot
- 11 Possible Future Parking Lot
- 12 Proposed Trees, Typical
- 13 (4) Volleyball Courts
- 14 Outdoor Classroom
- 15 Fenced Large Dog Park
- 16 Fenced Small Dog Park
- 17 Dog Park Entrance with Double Gate
- 18 Dog Park Shade Structure
- 19 Parking Lot - 233 Existing Parking Spaces - 333 Proposed Parking Spaces
- 20 Add Alternative: Provide Solar Shade Structures at Parking Lot
- 21 Updated Field Lighting
- 22 Foul Ball Netting
- 23 Baseball Scoreboards
- 24 Proposed Shade Tree, Typical (To Shade Bleachers)

CITY OF SAN CLEMENTE

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20____, by and between the City of San Clemente, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 910 Calle Negocio , San Clemente, California, 92673 ("City") and **RJM Design Group, Inc** with its principal place of business at **31591 Camino Capistrano, San Juan Capistrano, CA 92675** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **Landscape Architectural** consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **Landscape Architectural** consulting services to public clients, is licensed in the State of California, if applicable, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional **Landscape Architectural** consulting services for **the Steed Park Pickle ball Courts Project, Project No.13703** ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Labor Compliance and Monitoring consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be until the assigned duties are completed in accordance with the consultants attached schedule (Exhibit A) or until terminated by the City whichever comes first. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this

Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Endorsement on PS&E/ Other Data. Consultant shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by Consultant, and where appropriate will indicate Consultant's authorized signature and professional registration number.

3.2.4 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.5 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Larry P. Ryan

3.2.6 City's Representative. The City hereby designates Amir K. Ilkhanipour, Principal Civil Engineer, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.7 Consultant's Representative. Consultant hereby designates Larry P. Ryan,

Principal, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.8 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.9 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.10 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting its performance or its Project or its Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety

measures.

3.2.12 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "C" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "D" attached hereto and incorporated herein by reference. The total compensation shall not exceed **four hundred four thousand five hundred fifty (\$404,550.00)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "D" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "D" may be adjusted each year at the time of renewal as set forth in Exhibit "D."

3.3.6 Labor Code Requirements.

3.3.6.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties

upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code sections 1725.5 and 1771.1 shall not apply to Services performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code sections 1725.5 and 1771.1.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time, with or without cause, by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: RJM Design Group, Inc.
31591 Camino Capistrano
San Juan Capistrano, CA 92675
ATTN: Larry P. Ryan, Principal

City: City of San Clemente
910 Calle Negocio
San Clemente, CA 92673
ATTN: Kiel Koger, PW Director / City Engineer

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall

indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification.

3.5.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the City), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.5.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Consultants. City reserves right to employ

other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to

initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

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

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite of their signatures.

CITY OF SAN CLEMENTE

By: _____

Its: _____

Dated: _____, 20__

ATTEST:

CITY CLERK of the City of
San Clemente, California

**APPROVED AS TO FORM:
BEST BEST & KRIEGER**

City Attorney

**APPROVED AS TO AVAILABILITY
OF FUNDING:**

Finance Authorization

DRAFT

("CONSULTANT")

By: _____

Its: _____

Dated: _____, 20__

EXHIBIT "A"
SCOPE OF SERVICES

DRAFT

Project No. 13703 Steed Park Pickleball Courts

City of San Clemente



September 21, 2022

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Fee Schedule (submitted under separate cover)

Cover Letter

31591 Camino Capistrano
San Juan Capistrano, CA 92675
www.RJMdesigngroup.com
(949) 493-2600 *phone*
(949) 493-2690 *fax*



September 21, 2022

Amir K. Ilkhanipour, P.E.
City of San Clemente
Engineering Division
910 Calle Negocio, Suite 100
San Clemente, CA 92673

RE: Project No. 13703 Steed Park Pickleball Courts

Dear Mr. Ilkhanipour:

We are pleased to submit this proposal for professional Landscape Architectural services for the Steed Park Pickleball Courts project. We understand the scope of work outlined in the RFP and are familiar with pickleball court projects that deliver a unique and exciting experience for everyone in the community.

We have assembled our design team of highly qualified and experienced licensed professionals who will provide comprehensive, well thought out design, efficient and precise construction documentation, and attentive construction administration throughout the life of the project. Our specialized experience in pickleball court development projects is demonstrated in our extensive history working with various communities across southern California and collaborating with ambassadors from the USAPA to rehabilitate facilities into new pickleball courts, develop court overlays, and design completely new sports parks with new pickleball courts.

Our proposal addresses the scope of work outlined by the city in the RFP. Through close coordination, regular team meetings, and careful design evaluation RJM will deliver the highest quality product in a timely and professional manner.

We look forward to working with the City of San Clemente on this exciting project. If you have any questions or comments after reviewing this proposal, please do not hesitate to contact us.

Sincerely,
RJM Design Group

A handwritten signature in blue ink, appearing to read "Larry P. Ryan", is written over a faint background of a technical drawing showing a circle and a square with a diagonal line.

Larry P. Ryan, LLA
Principal
larry@rjmdesigngroup.com

Firm Information

Established in 1987, RJM Design Group has evolved into a multi-disciplinary landscape architectural, planning, and design firm committed to serving the needs of cities, public agencies, and organizations throughout California. RJM is comprised of talented individuals with varied backgrounds and interests. Among these dynamic professionals are licensed landscape architects, designers, and planners, most of whom are LEED Accredited Professionals. Each person brings a unique, yet complementary experience and passion to the firm, who will be dedicated to the duration of the project as needed.

Firm Legal Name	RJM Design Group, Inc.
Type of Business	California Corporation, SBE
Number of Years in Business	35 Years (Since 1987)
Contact Information	(949) 493-2600
List of Owners	Larry P. Ryan — President, larryr@rjmdesigngroup.com Zachary Mueting — Secretary, zach@rjmdesigngroup.com
Principal Contact	Larry P. Ryan / larryr@rjmdesigngroup.com
Office Location	31591 Camino Capistrano, San Juan Capistrano, CA 92675
Firm Size	17 Personnel
Personnel	(10) Licensed Landscape Architects, Project Managers (5) Technical Support (4) Administrative Support (3) LEED Accredited Professionals (2) Certified Arborists (2) FAA Part 107 Licensed Pilots



Project Understanding / Approach

APPROACH

Our approach to the development of sound design and construction plans is founded in our close coordination and collaboration with our clients. Working with staff, our team will work to ensure the final product is in the best interest for the City within the required schedule and project budget. Having regular meetings to review products, designs, and schedule updates will help ensure the outcome meets expectations.

The Preliminary Plan and Design Report phase of our services shall be conducted to prepare base information and develop imagery to graphically illustrate the conceptual plans. The conceptual plans are to be prepared to fix and describe the scope and character of the entire Project, including landscape architectural, civil, structural, and electrical systems. Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, economic analysis of construction, user safety and maintenance requirements, and energy conservation.

The Construction Document phase of the project consists of the preparation of the construction documents to include final drawings, specifications, details, calculations, and final opinion of probable construction cost. Our proposal includes complete landscape, architectural and engineering services required to execute the project.



Indian Wells Tennis Gardens | Indian Wells, CA (RJM Project)

Scope of Work

SCOPE OF WORK

TASK 1 – PRELIMINARY PLAN & DESIGN REPORT

As part of the kickoff on the project, RJM Design Group will obtain documentation from the City pertaining to the project, including existing record drawings, while performing a site review to understand the existing conditions of the project site and the park as a whole. Next, we will coordinate a kickoff meeting with City staff to discuss project goals, schedule, and scope, as well as determining the requirements for the various permits necessary to complete the project. With approval from City staff, we will invite our Geotechnical team to begin their field research to begin the preparation of the comprehensive geotechnical report, as well as our Civil Engineer to begin the aerial survey from which we will prepare a base map. Concurrently, the design team will prepare site analysis documents identifying the opportunities and constraints of the site and the proposed location of the pickleball court complex from the current concept illustrative plan.

Based on our initial review of the existing facilities and the locations of the proposed amenities on the illustrative plan, we believe that the location of the pickleball complex may be better served if located adjacent to existing constructed amenities (i.e. infrastructure, parking, etc.). We understand that the community demand for pickleball facilities has exceeded the timetable for the overall park phasing and in order to resolve that issue without exorbitant construction costs and gaps in the development of the site, our design team would review and research alternative locations in the interest of City budgets and feasible construction planning.

With this in mind, the design team will review and digest the assessment of the existing infrastructure and compare with the City's project goals and requested amenities. RJM will commence the preparation of two (2) conceptual design plans that maximize the potential of the City's first tournament-ready Pickleball complex. During the conceptual design process, we will collaborate with our Pickleball Consultant, Diana Abruscato, to ensure we meet the needs of the pickleball community in San Clemente. This preliminary design report will be considered a 30% progress plan set complete with statements of probable costs for each of the design plans. This preliminary submittal will be provided to the City for full review and selection of the preferred conceptual design plan.

- MEETINGS: *Kickoff Meeting with City staff*
Preliminary Design Review and Design Selection Meeting w/ City staff
- DELIVERABLES: *Site Analysis Documents*
Geotechnical Report
Completed Aerial Survey to serve as Existing Base Map
Two (2) Colored Conceptual Designs (30% Progress Design)
Statement of Probable Costs for each Conceptual Design
Outline of Technical Specifications

TASK 2 – CONSTRUCTION DOCUMENTS

With City approval and the preferred design layout selected, the RJM Design team will begin the next task of the project which will consist of the preparation of formal construction documents working towards a 60% progress set. This comprehensive construction document set that will include the necessary civil engineering plans and documentation, electrical engineering, construction plans and details with essential structural engineering, irrigation plans and details to correspond with the planting plan. As part of the Pickleball court construction design, we include on our design team a post-tension slab design specialist in order to provide the best possible product for a first-class facility that will last for years to come. Plans will be designed in accordance with City standards and specifications outlined by the City Building Department.

Construction Document Discipline Breakdown

Civil Engineering

- Precise Grading Plan with On-Site and Off-Site Improvements
- Water/Sewer Plan that includes both domestic service and recycled water connection for irrigation
- Erosion Control Plan
- Horizontal Control Plan

Structural Engineering

- Structural Calculations, Plans, and Details for the Pickleball Complex Building and Shade Elements
- Post-Tension Slab Design with Tendon Layout and Details
- Structural Detailing for various design amenities, i.e. footing reinforcement, dimensions, etc.

Irrigation Design

- Irrigation system design with connections to the City's existing centralized irrigation control system and the use of recycled water.
- Irrigation system details, legends and water calculations to align with the City and State's Water Conservation codes.

Electrical Engineering

- Site electrical plan complete with power distribution to energize all required elements.
- Lighting Photometric Calculation plan to identify and meet required light levels for safety and competition playability.
- Light Fixture Schedule and Details, Lighting Controls, and Single Line Diagrams

Landscape Architecture

- Construction Plans and Details for all exterior improvements proposed including constructed site features and hardscape elements.
- Planting Plans and Details outlining all landscape material to be installed with proposed improvements.

Scope of Work (continued)

The 60% progress review set will be formally submitted to the City for full review by the various City Department stakeholders. Once City review is complete, we will have a 60% progress review meeting to go over the various comments received and assess the next steps forward. The design team will assess the received comments, distribute and review with all design team members, and continue working towards a 90% progress set incorporating the City comments received on the plans, specifications, and cost estimate. Again, after the completion of the City review at the 90% progress interval we will meet to review the comments noted and work towards the completion of the final bid package. The finalized bid package will include the required technical specifications and customization of the City's front-end documentation as requested.

MEETINGS:	Construction Document Review Meeting at 60% progress. Construction Document Review Meeting at 90% progress. Construction Document Review Meeting at 100% completion
DELIVERABLES:	60% Progress CD Submittal Set with Technical Specifications and Cost Estimate 90% Progress CD Submittal Set with Technical Specifications and Cost Estimate 100% Complete CD Submittal Set with Technical Specifications and Cost Estimate

TASK 3 – BID & CONSTRUCTION SUPPORT SERVICES

After the plans have been formalized, the design team will assist the City in preparing the complete package for prospective construction bidders. RJM's team will provide support to respond to bidders questions at a designated day and time leaving potential bidders sufficient time to digest the responses and prepare accurate bids. If necessary, the design team will prepare bid addendums to provide clarification to the bidding documents.

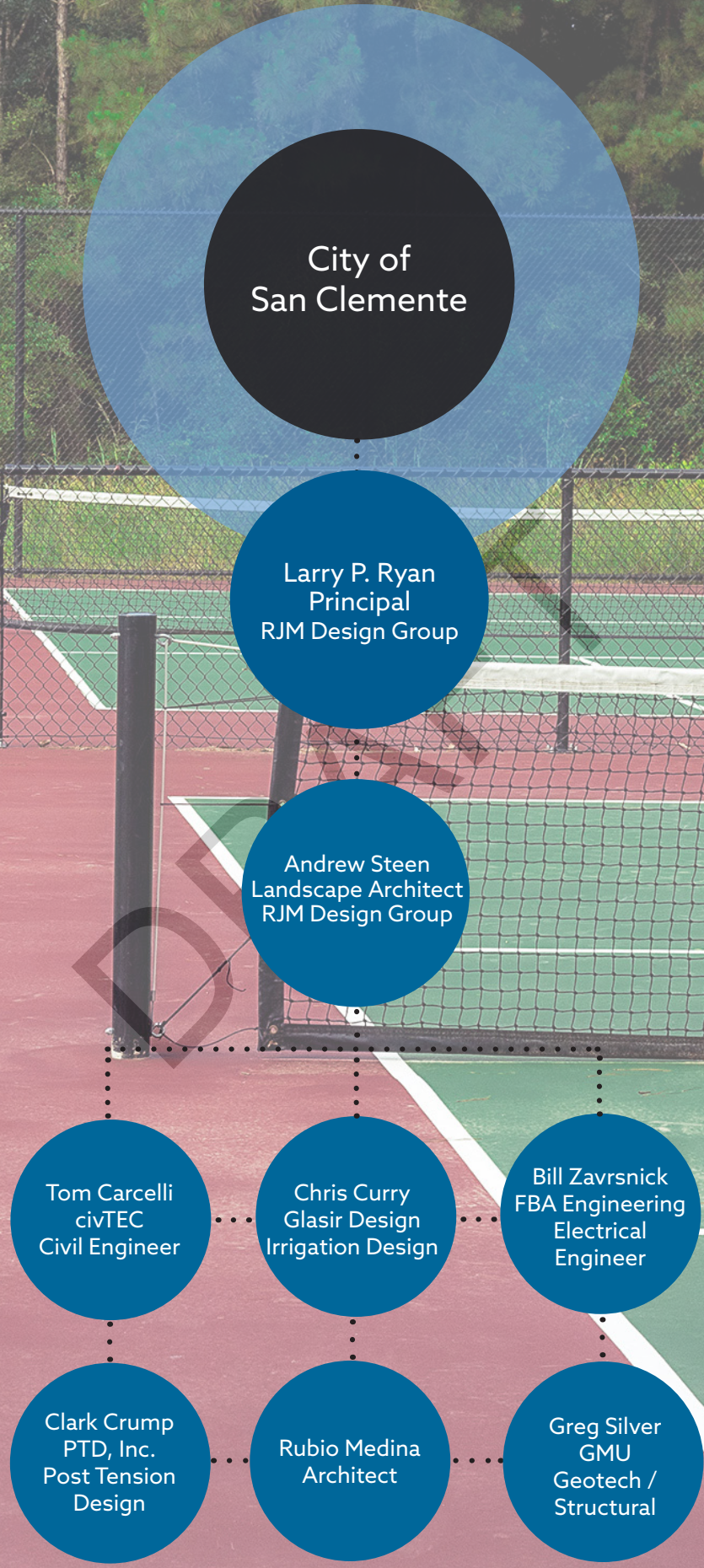
Once bidding is complete, and a contract has been awarded the RJM design team will provide construction administration support through the construction period. Construction administration services will include material submittal and shop drawing review, responses to RFI questions from the contractor, periodic construction meeting attendance, and requested field review and inspections. Once the project is complete, our team will prepare a finalized set of record drawings from the construction plans and the work constructed in field.

Project Schedule

CITY of SAN CLEMENTE PROJECT SCHEDULE		NOV				DEC				JAN				FEB				MAR				APR				MAY			
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
STEED PARK PICKLEBALL COURTS																													
TASK 1 - PRELIMINARY PLAN & DESIGN REPORT																													
Item 1	Prepare for and Attend Kickoff Meeting																												
Item 2	Site and Existing Documentation Review																												
Item 3	Aerial Survey																												
Item 4	Geotechnical Exploration and Report																												
Item 5	Preparation of Site Analysis Documentation																												
Item 6	Design of Two (2) Conceptual Designs																												
Item 7	Preliminary Design Review and Design Selection Meeting with City Staff																												
TASK 2 - CONSTRUCTION DOCUMENTS																													
Item 1	60% Progress CD Submittal Set																												
Item 2	City Review of 60% Progress Set																												
Item 3	60% CD Review Meeting with City Staff																												
Item 4	90% Progress CD Submittal Set																												
Item 5	City Review of 90% Progress Set																												
Item 6	90% CD Review Meeting with City Staff																												
Item 7	100% Complete CD Submittal Set																												
Item 8	City Review of 100% Complete Set																												
Item 9	100% CD Review Meeting with City Staff																												

Meetings with City of San Clemente

Project Team





Larry P. Ryan PLA, ASLA

Principal-in-Charge

RJM Design Group, Inc.

Larry Ryan's passion for creating meaningful public spaces for people to enjoy led him to co-found RJM Design Group over 34 years ago. The long-term relationships that he develops and maintains with clients, spans decades. He has worked with numerous communities throughout California and Nevada, where his project involvement encompasses all phases of development for our municipal clients.

Licenses

- Landscape Architect / CA 2502 / AZ 25241 / NV 366 / OR 1072 / ID 16919

Education

- Bachelor of Science, Landscape Architecture, California Polytechnic State University, Pomona

Parks

- Alicia Park, Mission Viejo, CA
- Aurora Park, Mission Viejo, CA
- Bonita Creek Park Renovation, Newport Beach, CA
- Cedar Grove Park, Tustin, CA
- Cesar E. Chavez Park, Long Beach, CA
- Citrus Ranch Park, Tustin, CA
- College Park, Oxnard, CA
- Florence Joyner Olympiad Park, Mission Viejo, CA
- Grant Howald Park, Newport Beach, CA
- Heritage Park, Tustin, CA
- Long Beach Integration Plan, Long Beach, CA
- Mariners Park Renovation, Newport Beach, CA
- Ontario Town Square, Ontario, CA
- Portola Park, Lake Forest, CA
- Veterans Memorial Park, Carlsbad, CA

Sports Facilities

- Anteater Recreation Center Playing Fields, University of California, Irvine*
- Chino Hills Community Park, Chino Hills, CA
- Chiquita Ridge Sports Park Feasibility Studies, Rancho Santa Margarita, CA
- Col. Bill Barber Marine Corps Memorial Park, Irvine, CA
- College Park, Oxnard, CA*
- College Park Community Park & Big League Dream Softball Complex, Oxnard, CA
- Encinitas Community Park, Encinitas, CA
- Esencia Sports Park, Rancho Mission Viejo, CA*
- Felipe Tennis Center, Mission Viejo, CA*
- Indian Wells Tennis Garden, Indian Wells, CA*
- LA Chargers Practice Facility, Costa Mesa, CA
- Lake Forest Sports Park, Lake Forest, CA
- Long Beach Sports Park, Long Beach, CA
- Mission Viejo Tennis Complex, Mission Viejo, CA*
- Orange Coast College Baseball Field Renovation, Costa Mesa, CA
- Orange County Greak Park, Sports Fields, Irvine, CA*
- Patricia H. Birdsell Sports Park, Temecula, CA
- Portola Park, Lake Forest, CA*
- Quakes Stadium, Rancho Cucamonga, CA
- UCI Tennis Courts, Irvine, CA*
- Worthy Park, Huntington Beach, CA*

**Indicates tennis/pickleball court experience*

Project Team (continued)



Andrew Steen, LLA, Certified Arborist

Project Manager

RJM Design Group, Inc.

Andy Steen has been a part of RJM Design Group since 2014. He is a licensed landscape architect and certified arborist, with a strong background in landscape materials, construction, and detailing. With over 18 years of experience designing parks and community facilities, Andy has a unique way of blending old techniques with modern design ideas. He has served as Project Manager on many park design projects. Andy offers organizational, communication, and team coordination skills that contribute to the success of any project large or small.

Licenses

- Landscape Architect/ CA 5858
- Certified Arborist WE-9969A
- Tree Risk Assessment Qualification
- FAA Certified UAV Pilot

Education

- Bachelor of Science, Environmental Planning and Design, Landscape Architecture, Rutgers University, State University of New Jersey (2003)

Parks

- Cherry Park, Lake Forest, CA
- Cordova Park, Mission Viejo, CA
- Drake Chavez Park, Long Beach, CA
- Larry Gury Community Park, Sacramento, CA
- Los Serranos Park, Chino Valley Unified School District, Chino Hills, CA
- Murdy Park, Huntington Beach, CA
- Nottoli Community Park, Sacramento, CA
- Pinehurst Park, Chino Hills, CA*
- Portola Park, Lake Forest, CA*
- Worthy Park, Huntington Beach, CA*
- Yorba Linda Adventure Playground, Yorba Linda, CA

Sports Facilities

- Don Knabe Golf Center, Norwalk, CA
- Drake Chavez Park Soccer Fields, Long Beach, CA
- Esencia Sports Park, Rancho Mission Viejo, CA*
- Felipe Tennis Center, Mission Viejo, CA*
- Mira Mesa Sports Park, San Diego, CA
- Orange County Great Park, Irvine, CA*

School Facilities

- Los Serranos Park, Chino Valley Unified School District, Chino Hills, CA
- Rancho Santiago Canyon Community College, Rancho Santiago Canyon Community College District, Orange, CA
- St. Jeanne De Laetonnac Catholic High School, Temecula, CA
- West Covina High School Performing Arts Center, West Covina Unified School District, West Covina, CA
- West Covina High School Science Building, West Covina Unified School District, West Covina, CA
- Woodbridge High School Performing Arts Center, Irvine Unified School District, Irvine, CA

**Indicates tennis/pickleball court experience*

Tom Carcelli,
civTEC
Civil Engineer



Tom Carcelli has over 25 years of experience in the civil engineering field with particular emphasis on parks and recreation, commercial/industrial, education and public works projects. His extensive design and management experience in all phases of civil engineering for land development projects throughout Southern California includes grading, water quality, hydrology, hydraulics, storm drain, water/sewer, survey/mapping and street design. Tom has been in charge as a project manager on over 100 projects from master planning to construction with RJM Design Group over the past 20 years.

Education

- BS, Civil Engineering, University of California, Irvine, 1988
- Masters in Architecture, California State Polytechnic University, Pomona, 1994

Licenses

- Registered Civil Engineer/CA #81640
- Qualified SWPPP Developer (QSD) – C-81640

Relevant Project Experience

- Anthony Munoz Community Center, Ontario, CA
- Bommer Canyon Community Park, Irvine, CA
- Cherry Park, Lake Forest, CA
- Cordova Park, Mission Viejo, CA
- Dali Dog Park, Rowland Heights, CA
- Esencia Sports Park, Rancho Mission Viejo, CA
- Ford Park Aquatics Facility, Bell Gardens, CA
- Gardena Community Aquatics & Senior Center, Gardena, CA
- Grant Howald Park, Newport Beach, CA
- JAPRD Community Recreation Center, Riverside, CA
- Joe Balderrama Park, Oceanside, CA
- Lake Mission Viejo Improvements, Mission Viejo, CA
- Los Serranos Park, Chino Hills, CA
- Marguerite Aquatics Complex, Mission Viejo, CA
- Murdy Park, Huntington Beach, CA
- Orange Coast College Baseball Field Renovation, Costa Mesa, CA
- Peace Park Playground, Long Beach, CA
- Portola Park, Lake Forest, CA
- Rancho Cucamonga Central Park Master Plan Update, Rancho Cucamonga, CA
- Santa Ana Civic Center Plaza Improvements, Santa Ana, CA
- Santa Monica Civic Multi-Purpose Sports Field, Santa Monica, CA
- Yorba Linda Adventure Play, Yorba Linda, CA

GLASIR DESIGN

Chris Curry
Glaser Design
Irrigation Design

Chris Curry is an irrigation sub-consultant who understands the Model Water Efficiency Landscape Ordinance to determine the water use for a project and in-turn design the irrigation system to meet the requirements of the Ordinance. He is familiar with new water savings technology to meet the allowable water use requirements. Glaser Design will ensure the project shows the planting hydro zones to be compatible with the irrigation design. For the past 10 years Chris has prepared irrigation plans for RJM park projects. Chris has over 19 years' experience in irrigation design, landscape architecture, and landscape construction. His focus is on the efficient use of water in the landscape. He has been rewarded for his efforts by being chosen by the United States Environmental Protection Agency as the WaterSense Irrigation Partner of the year for 2011.

Education

- B.S. Landscape Irrigation Science / California Polytechnic University, Pomona, CA

Relevant Project Experience

- Admiral Kidd and Seaside Park Field Renovations, Long Beach, CA
- Bonita Creek Field Renovation, Newport Beach, CA
- Central Park Master Plan Revision, Rancho Cucamonga, CA
- Central Park Tennis Complex, Santa Clarita, CA
- Drake Soccer Field, Long Beach, CA
- Fillmore Aquatics & Tennis Complex, Fillmore, CA
- Ford Park Aquatic Center, Bell Gardens, CA
- Gardena Community Aquatics & Senior Center, Gardena, CA
- Grand Avenue Park, Chino Hills, CA
- Grant Howald Park, Newport Beach, CA
- Lake Forest Sports Park, Lake Forest, CA
- Los Amigos Park, Rancho Cucamonga, CA
- North Beach Improvements, Lake Mission Viejo Association, CA
- Portola Park & Dog Park, Lake Forest, CA
- Redhawk (Dog) Park Improvements, Temecula, CA
- Santa Clarita Sports Complex & Aquatic Center, Santa Clarita, CA
- Santa Monica Civic Center Sports Fields, Santa Monica, CA
- Worthy Park Renovation, Huntington Beach, CA
- Yorba Linda Adventure Play, Yorba Linda, CA

Project Team (continued)

William Zavrnsnick
FBA Engineering
Electrical Engineer

FBA ENGINEERING

William Zavrnsnick has 30 years of experience and has been active in the electrical engineering field since joining FBA in 1985. His experience includes the electrical design of Public Works, Parks and Recreation Facilities. He is particularly experienced in the design and development of electrical power distribution, general, specialized and event power systems, outdoor, security and sports field lighting systems, lighting photometric studies, phased construction projects and familiar with public bid type projects and construction.

Education

- BS Civil Engineering/Mount Hood College, Oregon

Certifications

- LEED Accredited Professional – LEED AP
- Illuminating Engineering Society – IES
- Institute of Electrical and Electronic Engineers – IEEE American Institute of Architects – AIA
- Electrical Engineering – Los Angeles County

Relevant Project Experience

- Bommer Canyon Community Park, Irvine, CA
- City Park Improvements, Lake Elsinore, CA
- Civic Lot Multi-Purpose Sports Field, Santa Monica, CA
- El Dorado Park & Nature Center, Long Beach, CA
- Esencia Sports Park, Rancho Mission Viejo, CA
- Ford Park Aquatics Facility, Bell Gardens, CA
- Gardena Community Aquatics & Senior Center, Gardena, CA
- Heroes Park, Lake Forest, CA
- Joe Balderrama Park, Oceanside, CA
- Kraemer Memorial Park, Placentia, CA
- Laguna Hills City Parks, Laguna Hills, CA
- Lake Forest Neighborhood Parks, Lake Forest, CA
- La Placita Parkette, Placentia, CA
- Los Amigos Park, Santa Monica, CA
- Los Serranos Park, Chino Hills, CA
- Marchant Park, San Dimas, CA
- McFadden Park, Placentia, CA
- Murdy Park, Huntington Beach, CA
- Portola Park, Lake Forest, CA
- Portola Springs Park, Irvine, CA

Clark Crump
Owner, Post-Tension Design
PTD, Inc.

PTD, Inc.

Post-Tension Design was started in 1998 and incorporated in 2000. Initiated by Clark Crump, with, at the time, over 15 years' experience in Post-Tension Design, fabrication, and installation, he partnered with William M. Nelson S.E. (S.E. 3417) with his experience in concrete, seismic and Post-Tension engineering.

PTD, Inc. was launched specifically to fill an industry need for Architects, Engineers, and Developers who needed the specialized services of Post-Tension Design Engineering. The industry standard of

Design-Build engineering left the developers susceptible to quality control from contractors who would design to minimum specifications in an effort to win bids. Our firm's Mission was to provide developers with high quality foundation designs that could then be placed out to bid for competitive material and installation costs. We have provided thousands of Post-Tension Foundation designs for Residential, and Civic School and Park designs over the last 20 years. We specialize in Post-Tension Slab-On-Grade designs for Residential Single Family Tract Homes, Multi-Family Housing, Apartments, and Sport Court Designs.

Our expertise in sport court construction is valued by many of the Tennis Court contractors in the Southern California area, for reliable designs and details that provide great performance and cost efficient installation. Our Sport Court designs have been utilized by many public and private schools throughout California and have passed the scrutiny of DSA plancheck. We have also designed courts for both Municipal parks and private residences.

Relevant Project Experience

- Esencia Sports Park, Rancho Mission Viejo, CA
- Garden City Acres Public Park, Oxnard, CA
- Irvine High School, Irvine, CA
- Magnolia High School, Anaheim, CA
- Montego Park, Navato, CA
- Portola Park, Lake Forest, CA
- Roosevelt High School, Fresno, CA
- Thomas Aquinas College, Santa Paula, CA
- UCI Tennis Courts, Irvine, CA

Rubio Medina

Owner, Architect

RM Architecture is a sole proprietor, full service architectural, planning, and construction management firm established in 2010. They devote principal level leadership to each and every project. With this approach RM Architecture is able to provide quality services which results in successfully implemented projects, lasting relationships and repeat clients. With a diverse background RM Architecture is able to quickly establish and identify programmatic obstacles, establish consensus among multiple stakeholders, and develop design solutions that are relevant, have character, and are engaging. They are a certified small business enterprise (SBE) located in the City of Irvine providing services to the surrounding counties of Riverside, Los Angeles, San Diego, and Orange County. As a small firm they are able to be more selective in projects and provide exceptional services to each and every one of their clients. All projects are lead and involve firm principal and owner Rubio Medina who has over twenty years experience providing project management and guidance to both public and private clients.

Registrations: CA Architect c. 30059

Certified Small Business Enterprise: 1754662

Project Experience

- Balboa Island Fire Station Remodel, Newport Beach, CA
- Big Canyon Reservoir Auxiliary Facility Maintenance Yard, Newport Beach, CA
- Corona Fire Department Facility Assessment and Planning, Corona, CA
- Costa Mesa City Hall Restroom Accessibility Renovation, Costa Mesa, CA
- Costa Mesa City Hall Remodel, Costa Mesa, CA
- El Segundo Beach Lifeguard Station, El Segundo, CA
- Glendale Fire Facility Assessment, Glendale, CA
- Inland Empire Utilities Agency Tenant Improvement, Ontario, CA
- Inland Empire Utilities Agency Operations Building Assessment and Space Planning, Ontario, CA
- Irvine On-Call Architectural Services, Irvine, CA
- Laguna Beach Main Beach Restroom Replacement, Laguna Beach, CA
- Laguna Beach On-Call Architectural Services, Laguna Beach, CA
- Main Branch Library Remodel, Newport Beach, CA
- Montebello Land and Water Reservoir Façade, Montebello, CA
- Nature Center ADA Upgrades, Irvine, CA
- Newport Beach Lifeguard Remodel, Newport Beach, CA
- Orange County Water District Annex Facility Locker Room Remodel, Fountain Valley, CA
- Rodgers Senior Center Upgrades, Huntington Beach, CA
- Santa Monica Fire Facility Assessment and Programming, Santa Monica, CA
- Santa Monica On-Call Architectural Services, Santa Monica, CA
- South Coast Water District Lift Station 2 Façade, Laguna Beach, CA
- Turtle Rock Community Center ADA Upgrades, Irvine, CA



Gregory Silver M.Sc., PE, GE

President/CEO

Geotechnical Engineer

GMU Geotechnical, Inc.

Mr. Silver has over 30 years of progressively responsible engineering and management experience in a wide variety of geotechnical engineering projects. He has worked successfully for and with industrial, residential, and commercial developers, master community planners, and governmental agencies. He has extensive experience in landslide evaluation and remediation design, geotechnical instrumentation, residential and commercial development, public works projects, municipality consultation, mechanically stabilized earth walls, and forensic projects. In addition, he has served as an expert witness in regards to numerous geotechnical issues over the last 25 years. Over the period of 1988 to 1997, Mr. Silver was City Geotechnical Engineer for numerous cities throughout Southern California. Currently, Mr. Silver serves as President and Principal Engineer of GMU. Mr. Silver is a past president of CalGeo - a 100 member firm statewide organization.

Education

- M.S. Civil Engineering - California State University, Long Beach, CA
- B.A. Geological Sciences - University of California at Santa Barbara, CA

Registrations

- Registered Civil Engineer - State of California
- Registered Geotechnical Engineer - State of California
- Registered Civil Engineer - State of Nevada

Professional Affiliations

- President for the California Geotechnical Engineers Association (CGEA)

Relevant Project Experience

- Dog Park Feasibility and Concept Plans, Mission Viejo, CA
- Jurupa Valley Aquatic Center, Riverside County, CA
- Santa Clarita Sports Complex & Aquatic Center, Santa Clarita, CA
- Esencia Sports Park, Ranch Mission Viejo, CA
- Sendero Field, Rancho Mission Viejo, CA
- Hilltop Club at Esencia, Rancho Mission Viejo
- Sendero Core Recreation Site, Rancho Mission Viejo, CA
- Pavion Park Restroom Addition, Mission Viejo, CA
- Founders Park, Ladera Ranch, CA
- Park Feasibility Studies, Mission Viejo, CA
- Tierra Grande Park, Talega, San Clemente, CA



Firm Experience



BEFORE

Worthy Park Basketball Courts
Huntington Beach, CA



AFTER

Converted Pickleball Courts
RJM Project w/ Diana A.

Specific to the Steed Park project, RJM has designed a multitude of both new and converted pickleball facilities. Our experience includes post-tension slab designs as well as traditional cast-in-place construction methods. All of our designs have been from the lens of park evolution. This entails planning court modifications to be implemented with relative low renovation impact should these courts change to basketball, tennis, or other hard-court elements in the future.

Our design team will include the expertise of Certified Pickleball Teaching Professional, Diana Abruscato. Diana is a professional pickleball teaching instructor and is currently implementing pickleball programming in four Southern California cities. Additionally, Diana is the owner of Performance Pickleball LLC, where she coordinates special events, leagues, tournaments, camps, and clinics to fit a variety of players. RJM will team with Diana throughout the duration of the Steed Park project who will function as the pickleball expert to assist in the review of City goals, frequency and size of tournaments, revenue generation, and ensure the proposed plan meets those objectives.

Firm Experience



Portola Park

Lake Forest, CA

Completion Date: 2020
Project Size: 6.34 acres
Design Cost: \$316,000
Construction Cost: \$4.9M

Client Reference

Debra Rose
City of Lake Forest, Public Works Department
25550 Commercentre Drive, Suite 100
Lake Forest, CA 92630
(949) 461-3490 | drose@lakeforestca.gov

Project Summary

Portola Park is a new 6.34 acre park located at the intersection of Glenn Ranch Road and Saddleback Ranch Road in Lake Forest. It is located near the new Iron Ridge community. The park provides many passive and active amenities for visitors, as well as fantastic overviews of the nearby open space.

Portola Park contains three (3) pickleball courts, which are the first public pickleball courts in the City. A large playground offers varied play opportunities, with a climbing net, musical play elements, a large shaded play structure, and swings. Other active elements include one (1) outdoor sand volleyball court, several exercise stations, and an open turf area large enough to fit a U12 youth soccer field. The park also contains multiple shaded seating and gathering spaces, a restroom, drinking fountains, and a large picnic shelter. A perimeter walking trail winds throughout the park and connects with existing local trails. This trail system provides access throughout the region and includes hiking trail connections, such as to the nearby Whiting Ranch Wilderness Park.

The park also includes a new dog park accessible by a meandering walkway from the larger Portola Park. The dog park contains separate areas for large and small dogs. A third space is open during maintenance of the other two dog play areas. The dog park includes doggie drinking fountains and dog agility equipment. Shaded seating and DG walkways within and around the perimeter allow easy access for human users.

Project Team

Principal: Larry P. Ryan
Project Manager: Craig Sensenbach & Erik Curran



Firm Experience



Esencia Sports Park

Rancho Mission Viejo, CA

Project Completion: 2020
Project Size: 30 acres
Design Cost: \$1,887,600
Construction Cost: \$24M

Client Reference
Jennifer Taylor
Senior Project Manager
Rancho Mission Viejo Company
28811 Ortega Highway
San Juan Capistrano, CA 92693
(949) 240-3363 | jtaylor@ranchomv.com

Project Summary

Orange County's newest community, Rancho Mission Viejo, is located off Ortega Highway in South Orange County. It is home to a master planned 30 acre sports park unlike any other. Nestled in a natural rolling southern California landscape setting the environmental design of Esencia Sports Park is modeled after ranch industrialized facilities with board form buildings, steel I-beam shade structures, lighting, and landscape.

This rustic sports park offers both private and public amenities including: two (2) baseball fields, one (1) softball field, custom designed restroom and concessions building, one (1) synthetic multi-use field, one (1) playground, two (2) dedicated tennis and eight (8) dedicated pickle ball courts, and parking. Additional passive support amenities include hiking trails, exercise stations, and picnicing.

The sports park also offers community aquatic facilities overlooking the park complete with restrooms, a splash pad, lap swim lanes, open recreational swimming, as well as BBQ and cabana lounge areas. The site itself was designed to eliminate the need for expensive retaining walls while maximizing the buildable area through terraced pads and elevated concourses. The resulting design created hillside terraced seating, and elevated concessions allowing for maximum spectator viewing opportunities in a cost effective manner. The new Esencia Sports Park is designed to fulfill much of the recreational needs identified for this new community.

Project Team

Principal: Larry P. Ryan
Project Manager: Zachary Mueting



Firm Experience



Worthy Park Renovation

Huntington Beach, CA

Completion Date: 2017
Project Size: 1.2 Acres
Design Cost: \$ 1.49 Million
Construction Cost: \$ 1.75 Million

Client Reference
Chris Slama
Director of Community & Library Services
City of Huntington Beach
(714) 536-5495
cslama@surfcity-hb.org

Project Summary

In 2014, RJM Design Group completed a preliminary study of the existing conditions and the possible improvements to park amenities that could be made to update the existing Worthy Park site. Given the park's proximity to City Hall and the adjacent Huntington Beach High School, the site was very visible and showing signs of age. A racquetball court building, that had been shuttered nearly 10 years prior due to the waning interest in the sport, stood right in the center of the park in severe disrepair. The full-size basketball courts had been taken over by the surge in popularity of pickleball with the local community.

The racquetball building was razed giving way to a natural turf practice field, the basketball courts were converted to four pickleball courts, and new play equipment and a picnic shelter compliment the site. Residents have overwhelmingly responded to the facelift, and are now requesting that the other portions of the park be updated to match.

Project Team

Principal: Larry Ryan
Project Manager: Andrew Steen



References

RJM DESIGN GROUP, INC. offers its clients personalized service that is delivered on time and within budget. The principals of RJM maintain personal involvement in all aspects of the project. Our success is based on our ability to perform, meeting the needs of the client and the project. Here's a list of clients from the past 3 years. Please feel free to contact them as we are sure they will share their success stories of projects we have helped them accomplish.



Client:
Chris Slama
Director of Community &
Library Services
**CITY OF HUNTINGTON
BEACH**
2000 Main Street
Huntington Beach, CA 92648
(714) 536-5495
cslama@surfcity-hb.org

Project Description:
Edison Park Renovation —
Park master plan with tennis/
pickleball facilities

Principal in Charge:
Zachary Mueeting

Worthy Park Renovation — Park
rehabilitation with pickleball
courts converted from
basketball courts



Client:
Jennifer Taylor
Senior Project Manager
**RANCHO MISSION VIEJO
COMPANY**
28811 Ortega Highway
San Juan Capistrano, CA 92693
(949) 240-3363
jtaylor@ranchomv.com

Project Description:
Esencia Sports Park — 30 acre
sports park with (8) dedicated
pickleball courts and (2) tennis
courts

Principal in Charge:
Larry P. Ryan
Zachary Mueeting



Client:
Debra Rose
Principal Civil Engineer
CITY OF LAKE FOREST
25550 Commercentre Drive
Suite 100
Lake Forest, CA 92630
(949) 461-3490
drose@lakeforestca.gov

Project Description:
Portola Park — 6.4 acre park
with (3) pickleball courts

Principal in Charge:
Larry P. Ryan



Client:
Keith Rattay
Assistant City Manager and
Director of Public Services
CITY OF MISSION VIEJO
200 Civic Center
Mission Viejo, CA 92691
(949) 470-3018
krattay@cityofmissionviejo.org

Project Description:
Marguerite Tennis Complex
Expansion

Principal in Charge:
Larry P. Ryan



Client:
Gary Wiggle
Owner, Keisker & Wiggle
Architects, Inc.
**INDIAN WELLS TENNIS
CENTER**
78-200 Miles Avenue
Indian Wells, CA 92210
(949) 388-1250

Project Description:
Indian Wells Tennis Garden

Principal in Charge:
Larry P. Ryan

Fee Proposal

It is the objective of our Design Team to provide the most comprehensive, yet efficient approach to the development of the Steed Park Pickleball Courts. The fees below include all costs to be incurred by RJM Design Group, Inc. and an allowance for reimbursable expenses.

PHASE / TASK	FEE
TASK I – Preliminary Plan & Design Report	\$118,300
TASK II – Construction Documents	\$173,905
TASK III – Bid Support & Construction Support	\$94,345
Combined Task Fee Total	\$386,550
Reimbursable Expenses Allowance	\$18,000
FEE GRAND TOTAL	\$404,550

Note: This fee summary represents our current understanding of the project scope and complexity associated with an estimated project budget of \$5-8M.

REIMBURSABLE EXPENSES

When incurred, the following project expenses will be billed at cost plus 15% administrative fee in addition to the above professional services fee:

- Structural engineering and calculations for pre-fabricated structures
- Printing, plotting, copying, scanning, photography, graphic expenses
- Delivery, shipping, and handling of documents
- Permits, plan check, and inspection fees
- City business license
- Agronomic Soils testing

PAYMENTS

Payments are due and payable on a monthly basis following the completion of any substantial phase of work. Carrying charges for overdue accounts beyond 30 days of billing date are charged at 1½% of the amount due, compounded monthly.

ADDITIONAL SERVICES

Professional services not specifically identified in the scope of work will be considered additional services and may be performed at Client's request, reimbursable at Consultant's standard hourly rates. Additional services may include, but are not limited to:

1. Preparation and Attendance of additional meetings, presentations, or site visits beyond those identified in the scope of work.
2. Preparation of additional graphic exhibits and design plans beyond those indicated in the project scope.
3. Design of improvements beyond those designated in the Request for Proposal.
4. Engagement of other consultants not specifically identified above; (security/surveillance, traffic, signage/graphics, utility consultants, construction management, etc.).
5. Specialized billing or accounting forms, invoices, spreadsheets.
6. Revisions to documents required as a result of changes in Client's direction; changes subsequent to Client's approval; or changes in governmental codes or regulations.

Fee Proposal (continued)

The above fee proposal is based upon the following understanding:

1. Copies of all available maps, as-builts, survey notes for the topography and/or property will be provided prior to design, including title report.
2. No new 'off-site' utility improvements (sewer, water, storm drain, electrical) will be required. Our proposal has assumed that the existing on-site utility services will be utilized and re-routed as required to meet the proposed utility demands.
3. Project drain inlets/outlets to be shown in plan view only (for lines under 18-inches in diameter). Preparation of Storm Drain Plans with Special Structures to disperse concentrated runoff from watersheds outside the project is considered additional work.

CONSULTANTS' HOURLY RATES

Compensation for additional services will be billed hourly at our standard rates* below:

RJM DESIGN GROUP, INC.	
Principal Landscape Architect	\$210 per hour
Associate Landscape Architect	\$180 per hour
Landscape Architect	\$165 per hour
Job Captain / Landscape Designer	\$150 per hour
CADD Technician / Graphics	\$135 per hour
Clerical	\$95 per hour
CIVTEC (CIVIL ENGINEERING/SURVEY)	
Principal	\$185 per hour
Project Manager	\$150 per hour
Project Engineer	\$125 per hour
Project Surveyor	\$120 per hour
Design Engineer	\$100 per hour
Draftperson	\$75 per hour
Project Assistant	\$60 per hour
2-Man Survey Crew	\$265 per hour
3-Man Survey Crew	\$345 per hour
GLASIR	
On-Site Consulting	\$135 per hour
Irrigation Designer	\$110 per hour
Plan Check	\$110 per hour
FBA ENGINEERING	
Principal / Project Director	\$210 per hour
V.P. / Senior Associate	\$160 per hour
Associate / Project Manager	\$160 per hour
Construction Support	\$135 per hour
Electrical Designer	\$110 per hour
CAD / BIM Designer	\$90 per hour
Technical Typist	\$50 per hour

PTD, INC.	
Principal / Principal Engineer	\$200 per hour
Professional Engineering	\$150 per hour
Project Manager	\$150 per hour
Draftsman	\$75 per hour
Clerical	\$35 per hour
GMU	
Principal / Director	\$280 per hour
Associate Engineer or Geologist	\$255 per hour
Senior Engineer or Geologist	\$235 per hour
Project Engineer or Geologist	\$200 per hour
Senior Staff Engineer or Geologist	\$180 per hour
Staff Engineer of Geologist	\$165 per hour
CAD / GIS Design Engineer	\$120 per hour
Document Preparation and Project Services	\$105 per hour
RM ARCHITECTURE	
Project Architect	\$150 per hour
Project Manager	\$135 per hour
Drafting	\$65 per hour
Clerical	\$35 per hour

*Charges for subconsultant services are billed at cost plus a 15% coordination fee.

Billings for all time and materials and contract extension work shall be in accordance with the level of work performed based on the categories listed above.

Hourly rates will be escalated each August 1st in accordance with any increase in the Consumer Price Index or other mutually agreed upon cost index, beginning with August 1, 2023. Provisions for fee escalation pertain to all contract extensions and additional work.

City of San Clemente

Steed Park Pickleball Courts



Task Description	LEAD CONSULTANT						SUB-CONSULTANTS								PHASE FEE TOTALS	
	RJM Design Group						RM Arch	CivTec	FBA	Glasir	PTD	GMU				
	Principal		Landscape Architect		CADD Technician		Admin.	Architect	Civil Engineer	Electrical Engineer	Irrigation Design	Post-Tension Design	Geotech/ Structural			
	Hourly Rate		\$210		\$165		\$135		\$95							
	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Fees	Fees	Fees	Fees	Fees	Fees		
TASK 1 - PRELIMINARY PLAN & DESIGN REPORT																
Item 1 - Prepare for and Attend Kickoff Meeting	4	\$840	4	\$660		\$0	2	\$190								
Item 2 - Site and Existing Documentation Review	4	\$840	8	\$1,320		\$0	2	\$190				\$2,200				
Item 3 - Aerial Survey		\$0	2	\$330		\$0	2	\$190		\$20,500						
Item 4 - Geotechnical Exploration and Report		\$0	2	\$330		\$0	2	\$190							\$29,920	
Item 5 - Preparation of Site Analysis Documentation	2	\$420	16	\$2,640	24	\$3,240		\$0								
Item 6 - Design of Two (2) Conceptual Designs	16	\$3,360	60	\$9,900	40	\$5,400	6	\$570	\$22,770	\$6,650	\$4,150					
Item 7 - Preliminary Design Review Meeting	4	\$840	4	\$660		\$0		\$0								
TASK 1 - SUBTOTALS	30	\$6,300	96	\$15,840	64	\$8,640	14	\$1,330	\$22,770	\$27,150	\$4,150	\$2,200	\$0	\$29,920		
TASK 1 - TOTAL FEES						\$32,110						\$86,190				\$118,300
TASK 2 - CONSTRUCTION DOCUMENTS																
Item 1 - 60% Progress CD Submittal Set	8	\$1,680	80	\$13,200	80	\$10,800	12	\$1,140	\$28,290	\$18,975	\$5,750	\$3,360	\$4,320	\$8,280		
Item 2 - Prepare for and Attend 60% CD Review Meeting	4	\$840	8	\$1,320		\$0		\$0								
Item 3 - 90% Progress CD Submittal Set		\$0	40	\$6,600	40	\$5,400	12	\$1,140	\$14,145	\$9,500	\$5,200	\$1,680	\$2,160	\$4,140		
Item 4 - Prepare for and Attend 90% CD Review Meeting	4	\$840	8	\$1,320		\$0		\$0								
Item 5 - 100% Complete CD Submittal Set		\$0	24	\$3,960	24	\$3,240	12	\$1,140	\$4,715	\$3,200	\$2,750	\$560	\$720	\$1,380		
Item 6 - Prepare for and Attend 100% CD Review Meeting	4	\$840	8	\$1,320		\$0		\$0								
TASK 2 - SUBTOTALS	20	\$4,200	168	\$27,720	144	\$19,440	36	\$3,420	\$47,150	\$31,675	\$13,700	\$5,600	\$7,200	\$13,800		
TASK 2 - TOTAL FEES						\$54,780						\$119,125				\$173,905
TASK 3 - BID & CONSTRUCTION SUPPORT SERVICES																
Item 1 - Bid Support		\$0	15	\$2,475		\$0	8	\$760	\$5,450	\$575	\$650	\$1,150				
Item 2 - Shop Drawing Review		\$0	40	\$6,600		\$0	8	\$760	\$5,450	\$3,750	\$650	\$1,150				
Item 3 - Construction Meetings, Inspections, Site Visits		\$0	55	\$9,075		\$0	12	\$1,140	\$5,450	\$3,750	\$650	\$1,150	\$3,750	\$35,320		
Item 4 - Record Drawing Preparation		\$0	20	\$3,300		\$0	2	\$190				\$1,150				
TASK 3 - SUBTOTALS	0	\$0	130	\$21,450	0	\$0	30	\$2,850	\$16,350	\$8,075	\$1,950	\$4,600	\$3,750	\$35,320		
TASK 3 - TOTAL FEES						\$24,300						\$70,045				\$94,345
COMBINED TASK FEE TOTAL						\$111,190				\$86,270	\$66,900	\$19,800	\$12,400	\$10,950	\$79,040	\$386,550
Base Fee Total										\$386,550						
Reimbursable Allowance										\$18,000						
FEE GRAND TOTAL										\$404,550						

The above hourly fee breakdown consists of ESTIMATES ONLY. Billings will be based on actual percentage completion of each task per contracted fixed fee.

Contract Exceptions

RJM DESIGN GROUP, INC. has established a reputation of integrity and professionalism within our industry. Our due diligence in performing client services begins with our proposal preparation, contract review and negotiation, and carries through to project completion.

We have reviewed the Professional Consultant Services Agreement for the Steed Park Pickleball Courts project with the City of San Clemente. As part of this review, we identify items which may not conform to the terms of our insurance coverage and/or to California Civil Code section 2782.8 which regulates contracts between public agencies and design professionals. Upon selection for this project, we would like to discuss the following requested changes pertaining to the Professional Consultant Services Agreement. All suggested additions and/or deletions to the contract language are in [blue](#).

Page 3 - 3. Terms, 3.2 Responsibilities of Consultant, 3.2.9. Standard of Care; Performance of Employees, (line 5)

... necessary to perform the Services. Consultant [warrants](#) represents that all ...

Page 3 - 3. Terms, 3.2 Responsibilities of Consultant, 3.2.10. Laws and Regulations, (line 3)

... ~~it's the~~ performance [or of](#) the Project...

Page 3 - 3. Terms, 3.5 General Provisions, 3.5.6 Indemnification, 3.5.6.1, (line 2):

...(with counsel [approved by of City's choosing](#)), indemnify and hold the City....

Exhibit "C" Insurance Requirements, 3.2.12 Insurance, 3.2.12.2 Types of Insurance Required, (A), (line 3)

... form CG 0001, or ~~the exact~~ equivalent, with limits of not less than...

Exhibit "C" Insurance Requirements, 3.2.12 Insurance, 3.2.12.2 Types of Insurance Required, (B), (line 3)

... "Any Auto" (Symbol 1), or ~~the exact~~ equivalent, covering bodily injury...

Exhibit "C" Insurance Requirements, 3.2.12 Insurance, 3.2.12.3 Insurance Endorsements, (A) Commercial General Liability, (1), (line 8)

...endorsements in the form of ISO CG 20 10 10 01 (or endorsements providing the [exact](#) same...





Community Inspired Spaces

RJM Design Group, Inc.
31591 Camino Capistrano
San Juan Capistrano, CA 92675
rjm@rjmdesigngroup.com
www.RJMdesigngroup.com
[949] 493-2690 *fax*
[949] 493-2600 *phone*

EXHIBIT "A-I"
FEDERALLY REQUIRED PROVISIONS FOR SERVICES

ALL APPLICABLE REQUIREMENTS SHALL APPLY

DRAFT

EXHIBIT "B"
SCHEDULE OF SERVICES

(NOT APPLICABLE)

DRAFT

EXHIBIT "C"
INSURANCE REQUIREMENTS

3.2.12 Insurance.

3.2.12.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.12.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; and (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees).

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000 per claim. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

3.2.12.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 (or endorsements providing the same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.12.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

3.2.12.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.12.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.12.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall specifically allow Consultant or others providing

insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.12.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention greater than \$5,000 must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.12.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.12.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.12.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A- VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.12.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.12.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.12.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing

subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

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EXHIBIT "D"
COMPENSATION

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Los Angeles-Long Beach-Anaheim, CA.

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WORKER'S COMPENSATION INSURANCE CERTIFICATION

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

(ONE OF THE BOXES BELOW MUST BE CHECKED)

I have and will maintain a certificate of consent from the California Labor Commission to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract. My workers' compensation insurance carrier and policy number are:

Carrier _____

Policy Number _____

I certify that, in the performance of the work under this Agreement, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of San Clemente and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Dated: _____, 20____

Consultant

By: _____

Title

Address

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