

## CITY COUNCIL AGENDA ITEM NO. 1

**Meeting Date:** November 15, 2022

**Subject/Title:** A Resolution approving and authorizing the City Manager or designee to execute an Agreement for Landscape Design Architectural Services and necessary documents, including amendments, for the planning, design and construction document services for the Sand Creek Sports Complex, CIP Project No. 352-52446 with Verde Design, Inc. in the amount of \$1,691,593, plus a 15% contingency amount of \$253,738.95. for additional services, for a not to exceed amount of \$1,945,331.95.

**Prepared by:** Aaron Wanden, Parks Maintenance Manager  
Tammy Homan, Management Analyst

**Submitted by:** Bruce Mulder, Director of Parks & Recreation

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### PURPOSE AND RECOMMENDATION

The first step required to proceed with the approved Sand Creek Sports Complex project which is included in the 2022/23 – 2026/27 Capital Improvement Program (“CIP”) is to hire a firm for the planning, design and construction document services for the project. This work is required in order to proceed with the ultimate construction of the project and meets Focus Area: 5 Parks & Recreation Services, item 2a.

Staff recommends that City Council adopt a Resolution approving and authorizing the City Manager or designee to execute an Agreement for Landscape Design Architectural Services, and necessary documents, including amendments, for the planning, design and construction document services for the Sand Creek Sports Complex, CIP Project No. 352-52446 with Verde Design, Inc. in the amount of \$1,691,593, plus a 15% contingency amount of \$253,738.95 for additional services, for a not to exceed amount of \$1,945,331.95.

### CITY COUNCIL STRATEGIC INITIATIVE

The pursuit of this project aligns with direction in the City Council's goals and objectives in the Focus Area 5 - Parks & Recreation Services as follows:

2. Develop a plan to implement long-term high priority Parks and Recreation Master Plan projects:
  - a. Sand Creek Sports Complex design & development and issue a RFP for design services as soon as feasible.

### PREVIOUS ACTION

On February 26, 2019, City Council adopted Resolution No. 2019-21 adopting the Parks, Trails and Recreation Master Plan Update.

On February 22, 2022, City Council adopted Resolution No. 2022-25, 1) receiving the people, time & financial analysis of the draft Strategic Plan FY 2022/23 – FY 2023/24; 2) adopting the draft Strategic Plan FY 2022/23 – FY 2023/24; 3) directing staff to incorporate Strategic Plan FY 2022/23 – FY 2023/24 costs into the Operating and CIP Budgets, as well as in the City's Ten-Year General Fund Fiscal Model; 4) approving the addition of six new full-time positions; and 5) directing staff to incorporate the costs associated with new positions into the FY 2022/23 – FY

2023/24 Operating Budgets, and authorize commencement of the recruitment for the new positions in FY 2021/22, to allow for filing of the positions no earlier than July 1, 2022.

On June 28, 2022, by Resolution 2022-85, the City Council adopted the City's 2022/23 – 2026/27 CIP, which includes the Sand Creek Sports Complex, CIP Project No. 352-52446.

## **BACKGROUND**

The City of Brentwood Strategic Plan FY 2022/23 - FY 2023/24 was adopted in February 2022, and included Focus Area 5: Goal 2a: "Sand Creek Sports Complex design & development and issue a RFP for design services as soon as feasible."

On September 12, 2022, a Request for Qualifications ("RFQ") was issued for the Planning, Design and Preparation of Construction Documents for the Sand Creek Sports Complex. A total of 23 firms requested the RFQ document.

On October 11, 2022, two (2) Statements of Qualifications ("SOQ's") were received. Staff from Parks and Recreation and Public Works Engineering evaluated the SOQs thoroughly. Both firms were then invited to interview. On Wednesday, October 19, 2022 the two (2) firms were interviewed by Parks and Recreation and Public Works Engineering staff. Verde Design, Inc. was unanimously ranked the top firm in both their SOQ and interview. Based on this ranking, staff recommends entering into an agreement with Verde Design, Inc. for the planning, design and preparation of construction document services.

Upon approval of this agreement, services will commence by the end of November. Following completion of a public outreach process and workshop with the Park and Recreation Commission, staff will return to City Council with the concept designs and cost estimates.

Services to be provided by the Consultant include:

- Phase I: Preliminary Design Services
- Phase II: Design Development / 65% Construction Documents
- Phase III: 90% Construction Documents
- Phase IV: 100% & Bid Construction Documents
- Phase V: Bidding Services

All of these services are described in detail in the SOQ, which is attached to this staff report as part of the Agreement.

## **FISCAL IMPACT**

Verde Design, Inc. included a basic services cost estimate of \$1,330,808 in their price and offered a variety of optional services, some of which staff is requesting as part of the base contract. The agreement amount is \$1,691,593, plus a 15% contingency amount of \$253,738.95 for any additional services that may be required as the project progresses, for a total amount not to exceed amount of \$1,945,331.95.

The budget for this project is included in the 2022/23 – 2026/27 Capital Improvement Program. This project is funded through a combination of American Rescue Plan Act of 2021, Parks and Trails Development Impact Fee, and Bond Refinance Savings funds.

Attachments:

Resolution  
CIP Sheet  
Agreement

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENTWOOD APPROVING AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AN AGREEMENT FOR LANDSCAPE DESIGN ARCHITECTURAL SERVICES AND NECESSARY DOCUMENTS, INCLUDING AMENDMENTS, FOR THE PLANNING, DESIGN AND CONSTRUCTION DOCUMENT SERVICES FOR THE SAND CREEK SPORTS COMPLEX, CIP PROJECT NO. 352-52446 WITH VERDE DESIGN, INC. IN THE AMOUNT OF \$1,691,593, PLUS A 15% CONTINGENCY AMOUNT OF \$253,738.95 FOR ADDITIONAL SERVICES, FOR A NOT TO EXCEED AMOUNT OF \$1,945,331.95.**

**WHEREAS**, on February 26, 2019, City Council adopted Resolution No. 2019-21 adopting the Parks, Trails and Recreation Master Plan Update; and

**WHEREAS**, on February 22, 2022, City Council adopted Resolution No. 2022-25, 1) receiving the people, time & financial analysis of the draft Strategic Plan FY 2022/23 – FY 2023/24; 2) adopting the draft Strategic Plan FY 2022/23 – FY 2023/24; 3) directing staff to incorporate Strategic Plan FY 2022/23 – FY 2023/24 costs into the Operating and CIP Budgets, as well as in the City’s Ten-Year General Fund Fiscal Model; 4) approving the addition of six new full-time positions; and 5) directing staff to incorporate the costs associated with new positions into the FY 2022/23 – FY 2023/24 Operating Budgets, and authorize commencement of the recruitment for the new positions in FY 2021/22, to allow for filing of the positions no earlier than July 1, 2022; and

**WHEREAS**, on June 28, 2022, by Resolution 2022-85, the City Council adopted the City’s 2022/23 – 2026/27 Capital Improvement Program (“CIP”), which includes the Sand Creek Sports Complex, CIP Project No. 352-52446; and

**WHEREAS**, the City of Brentwood Strategic Plan FY 2022/23 - FY 2023/24 was adopted in February 2022, and included Focus Area 5: Goal 2a: “Sand Creek Sports Complex design & development and issue a RFP for design services as soon as feasible”; and

**WHEREAS**, on September 12, 2022, a Request for Qualifications (RFQ) was issued for the Planning, Design and Preparation of Construction Documents for the Sand Creek Sports Complex; and

**WHEREAS**, on October 11, 2022, two (2) Statements of Qualifications (SOQs) were received.

**WHEREAS**, Verde Design, Inc. was unanimously ranked the top firm in both the written SOQ and interview;

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Brentwood hereby approves and authorizes the City Manager or designee to execute an Agreement for Landscape Design Architectural Services and necessary documents, including amendments, for the planning, design and construction document services for the Sand Creek Sports Complex, CIP Project No. 352-52446 with Verde Design, Inc. in the amount of \$1,691,593, plus a 15% contingency amount of \$253,738.95 for additional services, for a not to exceed amount of \$1,945,331.95.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Brentwood at a regular meeting held on November 15, 2022 by the following vote:

Project Title:

\* MULTI-YEAR \*

Project #:

**Sand Creek Sports Complex**



<b>Project Category:</b>	Parks and Trails Improvements
<b>Location:</b>	North side of Sand Creek Road/West of Fairview Avenue
<b>Project Manager:</b>	A. Wanden
<b>Project Priority:</b>	1C - Mandatory
<b>Project Phase:</b>	Design
<b>Est. Completion Date:</b>	2023/24
<b>Future Annual O &amp; M Impact:</b>	\$128,125
<b>Public Art Requirement:</b>	Exempt

**Description/Justification:**

This project is included in the City’s Strategic Plan for FY 2022/23 - FY 2023/24. Sand Creek Sports Complex Phase I consists of the design and construction of the 14.50 acres of City owned property identified as the future Sand Creek Sports Complex. It is anticipated that the park will include up to 2-3 full size sports fields (soccer/ multi-use to be determined), parking lot, restrooms, picnic area and other possible park amenities like pickle ball courts, basketball courts, exercise equipment, playground etc. Phase II is made up of the Contra Costa County Flood Control detention basin, which consists of 19.24 acres, will potentially add 2-3 sports fields. The total project estimated cost is \$15 million.

**Supplemental Information:**

This project will be funded by the American Rescue Plan Act of 2021 (ARPA) Fund (\$6,923,339) and the Parks and Trails Development Impact Fee Fund (\$6,060,000). Additionally, the City Council will be asked to consider approving a long-term interfund loan covering the remainder of the costs, \$2,016,661, which will be repaid with Bond Refinance Savings funds. Future O & M costs will consist of turf maintenance, staffing, landscaping, utilities and trash services.

PROJECT FINANCING	CURRENT		PROPOSED				TOTAL
PROJECT EXPENDITURES	Prior	2022/23	2023/24	2024/25	2025/26	2026/27	TOTAL
70239 <b>Legal</b>		10,000	40,000				\$ 50,000
90040 <b>Planning and Design</b>		2,117,500					\$ 2,117,500
90050 <b>Construction</b>		7,872,500	4,960,000				\$ 12,832,500
<b>TOTAL</b>		<b>\$ 10,000,000</b>	<b>\$ 5,000,000</b>				<b>\$ 15,000,000</b>
PROJECT FUNDING	Prior	2022/23	2023/24	2024/25	2025/26	2026/27	TOTAL
47252 <b>Development Impact Fees</b>		6,060,000					\$ 6,060,000
47229 <b>Federal/State/Agency Funding</b>		3,940,000	2,983,339				\$ 6,923,339
47381 <b>Other</b>			2,016,661				\$ 2,016,661
<b>TOTAL</b>		<b>\$ 10,000,000</b>	<b>\$ 5,000,000</b>				<b>\$ 15,000,000</b>

## AGREEMENT FOR LANDSCAPE DESIGN ARCHITECTURAL SERVICES

[Verde Design, Inc.]

THIS AGREEMENT FOR LANDSCAPE DESIGN ARCHITECTURAL SERVICES ("Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the City of Brentwood, a municipal corporation of the State of California ("City"), and Verde Design, Inc., a California corporation ("Architect" or "Consultant") (each a "Party" and collectively, the "Parties").

### RECITALS

A. City does not have available personnel specifically trained and experienced to perform the architectural services required and requires the professional services of an individual or business entity with the necessary license, qualifications and experience to provide architectural services for the City's Sand Creek Sports Complex Project, CIP Project No. 352-52446 (the "Project").

B. Architect has the required license, professional skills and experience necessary to perform the architectural services described in this Agreement, and as further described in Exhibit A to this Agreement ("Exhibit A"), and in the City's Request for Qualifications for architectural services for the Project, dated September 12, 2022 ("RFQ"), attached as Exhibit B, both of which exhibits are incorporated herein.

C. City desires to engage Architect to provide these architectural services by reason of its qualifications and experience in performing such services.

D. Architect has submitted a Statement of Qualifications to City, dated October 11, 2022 ("SOQ"), attached as Exhibit C and incorporated herein, in response to the City's RFQ, and has affirmed its willingness and ability to provide such architectural services on the terms and manner set forth in this Agreement.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Definitions. The following definitions apply to the body of this Agreement and Exhibit A unless otherwise indicated. Defined terms are capitalized in the Agreement with the exception of the words "day" and "including."

1.1 Additional Services means Architectural services in addition to the Basic Services, which are provided pursuant to the City's written request or prior written authorization.

1.2 Basic Services means those Architectural services necessary for design and construction of the Project, as specified in Exhibit A and in the RFQ and SOQ.

1.3 Change Order means a written document approved and signed by the City after execution of the Construction Contract, which changes the scope of Work, the Construction Contract Price, or the Construction Contract Time.

1.4 City Engineer means the current or acting City Engineer and Director of Public Works for the City of Brentwood or his or her authorized delegee.

1.5 Construction Contract means the signed agreement between the City and Contractor, which includes and incorporates the Construction Documents.

1.6 Construction Contract Price means the total compensation to be paid to the Contractor for performance of the Work, as set forth in the Construction Contract.

1.7 Construction Contract Time means the time within which the Contractor is required to perform the Work, as set forth in the Construction Contract and as may be amended by Change Order.

1.8 Construction Documents means all of the documents that are prepared following approval of the Design Development Documents for bidding and construction of the Project, as further detailed in Exhibit A.

1.9 Contractor means the individual, partnership, corporation, or other entity which has signed the Construction Contract with the City to perform the Work. "Contractor" includes the Contractor's subcontractors, unless the context indicates otherwise.

1.10 Day means a calendar day unless otherwise specified.

1.11 Design Development Documents means detailed documents which are prepared following approval of the Schematic Design Documents, as further detailed in Exhibit A.

1.12 Design Documents means, collectively, the plans, drawings and specifications prepared or provided by the Architect for the Project at all design stages, including Schematic Design Documents, Design Development Documents and Construction Documents.

1.13 Including, whether or not capitalized, means "including; but not limited to" unless the context requires otherwise.

1.14 Project Manager means the City employee or representative with primary responsibility for overseeing design and construction of the Project and who will be Architect's sole point of contact for the City unless otherwise stated. The Project Manager for this Project is Aaron Wanden, Parks Maintenance Manager.

1.15 Project Schedule means the detailed schedule developed by the Architect, and subject to the City's approval, for design and construction of the Project, based on the Proposed Project Schedule provided in Part Two of Exhibit A.

1.16 Proposed Project Schedule means the proposed Project schedule provided by the City in Exhibit A to this Agreement.

1.17 Rate Schedule means the schedule listing the hourly rates for Architect's staff and rates for costs associated with providing the Services. The Rate Schedule is provided in Part Three of Exhibit A.

1.18 Schematic Design Documents means preliminary drawings and related documents showing the Project's basic components, scale and location, as further detailed in Exhibit A.

1.19 Services means all architectural and related services required under this Agreement, including all Basic Services and any authorized Additional Services.

1.20 Work means the Contractor's construction and services necessary or incidental to constructing the Project in conformance with the requirements of the Construction Documents.

2. Scope of Services. Architect, acting in its capacity as an architect licensed under California law, will provide the Basic Services necessary to design and construct the Project in accordance with the City's requirements, as set forth in Part One – Scope of Services in Exhibit A, and will provide those Additional Services, if any, as requested and authorized in writing by the City.

3. Personnel and Subconsultants. Architect will be responsible for employing or engaging all persons necessary to perform the Services. Architect will control the manner and means of the services to be performed by its employees and subconsultants. All of Architect's staff will be qualified by training and experience to perform their assigned tasks. Architect will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and Architect, if any, and will keep the Services under



its control. On demand of City, if any employee or Architect fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from the Services.

3.1 Architect's Key Personnel. The Architect's key personnel assigned to this Project, as specified in Architect's SOQ, may not be changed without the prior written approval of the City. Architect must promptly notify the City in writing of any changes or proposed changes to the key personnel identified in the SOQ (or subsequently approved by the City), and of any changes to the contact information (telephone and email) for any key personnel.

3.2 Architect's Principal Representative. Architect's principal representative assigned to this Project is Derek McKee, RLA, Principal, who will have full authority from Architect to receive and act on instructions from the City.

3.3 Subconsultants. Architect may not engage the services of any subconsultant for this Project, including, but not limited to, firms or individuals providing specialized architectural or engineering services, without obtaining the City's prior written approval. The City's approval must not be deemed to create any contractual relationship between the City and any such subconsultant, except that the City must be considered a third party beneficiary of such services for the Project. Architect must bind its subconsultants in the same manner as Architect is bound to the City under this Agreement, including, but not limited to, the insurance and indemnity requirements.

3.4 Warranty of Qualifications. Architect warrants and represents that Architect, its personnel, and its subconsultants are each duly qualified, licensed, and authorized by law to perform the Architectural and related services required under this Agreement.

4. Standard of Performance. Architect acknowledges that in entering into this Agreement the City is relying on Architect's special Architectural skills and experience to do and perform the Services. The Services provided by Architect pursuant to this Agreement must, at all times, meet or exceed the standard of care applicable to experienced, licensed architects performing similar work in the area in which the Project is located. Similarly, the Services provided by any subconsultant must meet or exceed the standard of care applicable to others practicing in the subconsultant's field and performing similar work in the area in which the Project is located. The acceptance of the Services by City does not release Architect from these obligations.

5. Term. Unless earlier terminated, the term of this Agreement will commence on November 28, 2022 and will expire upon completion of the Services by Architect.

6. Schedule.

6.1 Time is of the essence for providing the Services. Architect will generally adhere to the approved Project Schedule provided, that City will grant reasonable extensions of time for the performance of the Services occasioned by unusually lengthy governmental reviews of Architect's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Architect's officers or employees.

6.2 Architect acknowledges the importance to City of City's Project Schedule and agrees to put forth its best professional efforts to perform the Services in a manner consistent with that schedule. City understands, however, that Architect's performance must be governed by sound practices. Architect will work such overtime or engage such personnel and equipment as necessary to maintain the schedule, without additional compensation.

7. Compensation.

7.1 The total fee payable for the Basic Services to be performed during the term of this Agreement will be based on the Rate Schedule, for a not to exceed amount of one million six hundred ninety-one thousand five hundred ninety-three dollars (\$1,691,593), including authorized expense reimbursements, or as otherwise specified in Exhibit A. Any authorized Additional Services will be paid for based on the Rate Schedule. No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement. The City reserves the right to withhold a ten percent (10%) retention until City has accepted the Services.

7.2 Payment will occur only after receipt by City of invoices sufficiently detailed to include hours performed, hourly rates, and related activities and costs for approval by City.

7.3 Within thirty (30) days after receipt of any applicable progress payment request, City will verify the accuracy of the request, correct the charges where appropriate, and make payment to Architect in an amount equal to the amount of such application, as verified or corrected by City. No payment made prior to completion and acceptance of the Services will constitute acceptance of any part of the Services. City reserves the right to withhold payment from Architect on account of Services not performed satisfactorily, delays in Architect's performance of Services, or other defaults hereunder.

8. Status of Architect.

8.1 Architect will perform the Services in Architect's own way, by controlling the manner and means of the work City needs completed, and pursuant to this Agreement as an independent contractor and in pursuit of Architect's independent calling, and not as an employee of City. The persons used by Architect to provide the Services under this Agreement will not be considered employees of City for any purposes whatsoever.

8.2 The payment made to Architect pursuant to the Agreement will be the full and complete compensation to which Architect is entitled. City will not make any federal or state tax withholdings on behalf of Architect or its agents, employees or subconsultants. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Architect or its employees or subconsultants. Architect agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment, including, but not limited to, those based on any provision of the Federal Affordable Care Act, which City may be required to make on behalf of Architect or any agent, employee, or subconsultant of Architect for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Architect.

9. Subcontracting. Architect's services are being requested by City because they are unique and personal. Except as may be specified in Exhibit A, Architect will not subcontract any portion of the Services without prior written approval of City Manager or his/her designee. If Architect subcontracts any of the Services, Architect will be fully responsible to City for the acts, errors and omissions of Architect's subconsultant and of the persons either directly or indirectly employed by the subconsultant, as Architect is for the acts and omissions of persons directly employed by Architect. Nothing contained in this Agreement will create any contractual relationship between any subconsultant of Architect and City. Architect will be responsible for payment of subconsultants. Architect will bind every subconsultant and every subconsultant of a subconsultant by the terms of this Agreement applicable to Architect's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

10. Other Architects. The City reserves the right to employ other consultants in connection with the Project or the Services.

11. Indemnification. Architect agrees to indemnify, including the cost to defend, City, its officers, agents, volunteers and employees from any and all claims, demands, costs or liability (collectively, "Liability") that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of

Architect and its agents in the performance of Services under this Agreement, but this indemnity does not apply to Liability caused by the active negligence, sole negligence or willful misconduct of City. This indemnification obligation is not limited by any limitation on the amount or type of damages available under any applicable insurance coverage and will survive the expiration or termination of this Agreement with respect to any Liability arising from or caused during the term of the Agreement.

12. Insurance. Architect will obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Architect or Architect's agents, representatives, employees or subconsultants. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A:VII."

12.1 Coverages and Limits. Architect will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Architect's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Architect pursuant to this Agreement are adequate to protect Architect. The coverage will contain no special limitations on the scope of its protection to the above-designated insureds except for Workers Compensation and errors and omissions insurance. Architect will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Architect believes that any required insurance coverage is inadequate, Architect will obtain such additional insurance coverage, as Architect deems adequate, at Architect's sole expense.

12.1.1 Commercial General Liability Insurance. \$2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

12.1.2 Automobile Liability. \$1,000,000 combined single-limit per accident for bodily injury and property damage.

12.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Architect has no employees and provides, to City's satisfaction, a declaration stating this.

12.1.4 Professional Liability. Errors and omissions liability appropriate to Architect's profession with limits of not less than \$1,000,000 per claim. The professional liability insurance must include prior acts coverage.

12.2 Endorsements. For Commercial General Liability Insurance, Architect will ensure that the policies are endorsed to name the City, its officers, agents, volunteers and employees as additional insureds. Prior to City's execution of this Agreement, Architect will furnish certificates of insurance and endorsements to City.

12.3 Cancellation. Insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent pursuant to the notice provisions of this Agreement.

12.4 Failure to Maintain Coverage. If Architect fails to maintain any of these insurance coverages, then City will have the option to declare Architect in breach of this Agreement, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Architect is responsible for any payments made by City to obtain or maintain insurance

and City may collect these payments from Architect or deduct the amount paid from any sums due Architect under this Agreement.

12.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete and certified copies of any or all required insurance policies and endorsements.

12.6 Primary Coverage. For any claims related to the Services and this Agreement, the Architect's insurance coverage will be primary insurance with respect to City, its officers, agents, volunteers and employees. Any insurance or self-insurance maintained by City for itself, its officers, agents, volunteers and employees, will be in excess of Architect's insurance and not contributory with it.

12.7 Reduction in Coverage/Material Changes. Architect will notify City in writing pursuant to the notice provisions of this Agreement thirty (30) days prior to any reduction in any of the insurance coverage required pursuant to this Agreement or any material changes to the respective insurance policies.

12.8 Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of City.

13. Business License. Architect will obtain and maintain a City of Brentwood Business License for the term of the Agreement, as it may be amended from time-to-time.

14. Maintenance of Records. Architect will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Architect will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Architect will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

15. Ownership of Documents.

15.1 All product produced by Architect or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Architect or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. Architect will have the right to make one (1) copy of the Work Product for Architect's records.

15.2 The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Architect; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another Architect to use, the Work Product, City agrees to hold Architect harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Architect, or anyone for whose acts it is responsible, in preparation of the Work Product. Architect will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

16. Copyrights. Architect agrees that all copyrights that arise from the Services will be vested in City and Architect relinquishes all claims to the copyrights in favor of City.

17. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Architect in connection with the performance of the Services pursuant to the Agreement are confidential until released by the City to the public, and the Architect will not make any of these documents or information available to any individual or organization not employed by the Architect or the City without the written consent of the City before any such release.

18. Notices. Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally, by facsimile or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

For City:  
City of Brentwood  
150 City Park Way  
Brentwood, CA 94513  
Phone No. (925) 516-5111  
Facsimile No. (925) 516-5447  
Attn: Aaron Wanden  
Parks Maintenance Manager  
Email: [awanden@brentwoodca.gov](mailto:awanden@brentwoodca.gov)

For Architect:  
Verde Design, Inc.  
2455 The Alameda  
Santa Clara, CA 95050  
Phone No.: (408) 850-3410  
Attn: Derek McKee, RLA, Principal  
Email: [derek@verdedesigninc.com](mailto:derek@verdedesigninc.com)

Either Party may change its address for purposes of this section by giving the other Party written notice of the new address in the manner set forth above.

19. Conflicts of Interest.

19.1 City will evaluate Architect's duties pursuant to this Agreement to determine whether disclosure under the Political Reform Act and City's Conflict of Interest Code is required of Architect or any of Architect's employees, agents, or subcontractors. Should it be determined that disclosure is required, Architect or Architect's affected employees, agents, or subconsultants will complete and file with the City Clerk those schedules specified by City and contained in the Statement of Economic Interests Form 700.

19.2 Architect understands that its professional responsibility is solely to City. Architect warrants that it presently has no interest, present or contemplated, and will not acquire any direct or indirect interest, that would conflict with its performance of this Agreement. Architect further warrants that neither Architect, nor Architect's agents, employees, subcontractors and Architects have any ancillary real property, business interests or income that will be affected by this Agreement or, alternatively, that Architect will file with the City an affidavit disclosing this interest. Architect will not knowingly, and will take reasonable steps to ensure that it does not, employ a person having such an interest in the performance of this Agreement. If after employment of a person, Architect discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Architect will promptly disclose the relationship to the City and take such action as the City may direct to remedy the conflict.

20. General Compliance with Laws. Architect will keep fully informed of federal, state and local laws and ordinances and regulations ("Laws") which in any manner affect those employed by Architect, or in any way affect the performance of the Services by Architect. Architect will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the Services with all applicable laws, ordinances and regulations.

21. Pandemic Health Laws. Architect's duty to comply with Laws includes compliance by Architect and Subcontractors with all local, state, or federal Laws that have been or may be enacted in response to the COVID-19 pandemic (collectively, "Health Laws"), which include all of the County of Contra Costa Health Orders. Failure to fully comply with the Health Laws constitutes a material default, subject to all available remedies including suspension or termination.

22. Discrimination and Harassment Prohibited. Architect will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

23. Termination. In the event of the Architect's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Architect in writing pursuant to the notice provisions of this Agreement. Architect has five (5) business days to deliver any documents owned



by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Architect has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Architect, whether located at the project site, at Architect's place of business, or at the offices of a subconsultant.

Either Party, upon tendering thirty (30) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Architect will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Architect will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

24. Covenants Against Contingent Fees. Architect warrants that Architect has not employed or retained any company or person, other than a bona fide employee working for Architect, to solicit or secure this Agreement, and that Architect has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

25. Claims And Lawsuits. By signing this Agreement, Architect agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Architect acknowledges that if a false claim is submitted to City by Architect, it may be considered fraud and Architect may be subject to criminal prosecution. Architect acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity.

26. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This Agreement will be governed by the laws of the State of California.

27. Testimony. Architect will testify at City's request if litigation is brought against City in connection with Architect's services under this Agreement. Unless the action is brought by Architect, or is based upon Architect's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Architect will compensate Architect for time spent in preparation for testimony, testimony, and travel at Architect's standard hourly rates at the time of actual testimony.

28. Successors and Assigns. It is mutually understood and agreed that this Agreement will be binding upon the Parties and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Architect without the prior written consent of City, which will not be unreasonably withheld.

29. Section Headings. Section headings as used in this Agreement are for convenience only and will not be deemed to be a part of such sections and will not be construed to change the meaning of the section.

30. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this

Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

31. Entire Agreement and Order of Precedence. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the Parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both Parties. Notwithstanding that the RFQ and SOQ are incorporated into this Agreement as Exhibit B and Exhibit C, respectively, if any provision in the SOQ or the RFQ differs from or is inconsistent with the terms of this Agreement, including Exhibit A, the terms of this Agreement, including Exhibit A, will take precedence over any such differing or inconsistent provision. Likewise, to the extent any terms in the SOQ differ from or are inconsistent with the terms of the RFQ, the terms of the RFQ will take precedence over any differing or inconsistent terms in the SOQ.

32. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Architect each represent and warrant that they have the legal power, right and actual authority to bind Architect to the terms and conditions of this Agreement.

33. Severability. If any term, provision, condition or covenant of this Agreement or its application to any Party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

34. Signatures.

34.1 Counterparts. This Agreement may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute the same instrument.

34.2 Digital/Electronic Signatures. Using a City-approved method, this Agreement may be executed through the use of digital or electronic signatures in accordance with Government Code Section 16.5. The presence of an electronic signature on this Agreement will be construed as the Parties' consent to do business electronically.

ARCHITECT:

CITY:

\* By: \_\_\_\_\_  
Derek McKee, Chief Executive Officer

By: \_\_\_\_\_  
Tim Y. Ogden, City Manager

\*\* By: \_\_\_\_\_  
Mark Baginski, Secretary

ATTEST:

By: \_\_\_\_\_  
Margaret Wimberly, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Damien Brower, City Attorney

If required by City, proper notarial acknowledgment of execution by Architect must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

\*Group A. \*\*Group B.  
Chairman,  
President, or  
Vice-President

Secretary,  
Assistant Secretary,  
CFO or Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.



# AGREEMENT FOR LANDSCAPE DESIGN ARCHITECTURAL SERVICES

Verde Design, Inc.

Sand Creek Sports Complex Project, CIP No. 352-52446

## EXHIBIT "A"

### PART ONE - SCOPE OF SERVICES

1. General. Architect must provide Landscape Architectural design and related services for the Project, as more particularly described in the RFQ and SOQ, including and subject to the following general requirements.
  - 1.1 Preliminary Design Conference. Following the City's execution of this Agreement, Architect must attend a preliminary design conference with the Project Manager. At the request of the Project Manager, the Architect must submit written minutes of the preliminary design conference in order to demonstrate its understanding of the Project requirements.
  - 1.2 City Approval. Architect may not proceed with the development of successive Design Documents, as detailed below in Section 2, until it has received written approvals from the City. Architect must promptly review and revise the following to the City's satisfaction, without additional compensation:
    - (A) Design Documents submitted for City approval and to which the City has objections; and
    - (B) Design Documents, which have been determined by the City to present excessive cost or constructability problems.
  - 1.3 Governmental Approval. Architect must assist the City with obtaining the following required approvals from governmental agencies with jurisdiction over the Project: Contra Costa County Flood Control District.
  - 1.4 Architect will control the manner and the means of the Services to be provided, and be responsible for the professional quality, technical accuracy and coordination of the Services. Architect will, without additional compensation, correct or revise any errors or deficiencies in the Services.
  - 1.5 Architect will keep City informed on a regular basis that the Services are being performed in accordance with the requirement and intentions of this Agreement.
2. Basic Services. In addition to the tasks specified in the RFQ and SOQ, Architect's Basic Services include the following:
  - 2.1 Project Schedule. Within 30 days following the City's execution of this Agreement, Architect must prepare and submit for the Project Manager's review and approval a preliminary Project Schedule, based on the Proposed Project Schedule included in in Part Two, below, showing the timing and sequencing of the major design and construction phases required to complete the Project. The preliminary Project Schedule should include times for completion of all major phases of the design; permitting; environmental documents; milestones; bidding; construction; final close out; or as otherwise specified by the Project Manager.

The Project Schedule must be updated for the Project Manager review and approval upon completion of each major task included in the Project Schedule.

A monthly Project Status Update Report (PSR) is expected from the Architect to outline the progress of the Project, updated schedule, tasks and sub-tasks to be completed, issues and action items.

A monthly Project invoice shall be submitted to the City's Project Manager and designated Accountant for the Project.

2.2 Cost Estimate. Following the City's execution of this Agreement, Architect must prepare and submit for the City Engineer's review and approval a preliminary estimate of the cost to construct the Project. As the design process progresses, Architect must submit updates to the preliminary cost estimate for the City's approval concurrent with its submission of the Schematic Design Documents, Design Development Documents, and Construction Documents, respectively. If at any time, an updated cost estimate exceeds the City's previously approved cost estimate, Architect must provide the City with recommendations for constructing the Project within the City's budget.

2.3 Schematic Design Documents. Within the time specified in the approved Project Schedule, Architect must prepare and submit to the City Engineer (with a copy to the Project Manager) for review and approval Schematic Design Documents consisting of drawings, outline specifications, and other documents showing the Project's basic components, scale, and location on the Project site. The Schematic Design Documents must include, to the extent applicable, conceptual plans of the Project site and improvements; preliminary sections and elevations; approximate areas, volumes, and dimensions; and preliminary selections of materials and systems. The Schematic Design Documents and updated cost estimate may be submitted electronically to the Project Manager, unless the Project Manager specifically requests two printed sets and one reproducible set of the Schematic Design Documents.

2.4 Design Development Documents: Based on the approved Schematic Design Documents for the preferred option(s), and within the time specified in the approved Project Schedule, Architect must prepare for the City's Project Manager review and City Engineer's approval the Design Development Documents. The Design Development Documents must further define the Project, including drawings and outline specifications fixing and describing the Project size, character and site relationships, and other appropriate elements describing the structural, engineering, mechanical and electrical systems, as applicable. The Design Development Documents must include, as applicable, plans, sections and elevations; criteria and sizing of major components; equipment sizes and capacities and approximate layouts, including required spaces and clearances; typical details; materials selections and general quality levels. When submitting the Design Development Documents for the City's Project Manager review and City Engineer's approval, the Architect must identify in writing all material changes and deviations, if any, that have taken place since approval of the Schematic Design Documents, including, but not limited to, changes to the last updated cost estimate and the approved Project Schedule. The Design Development Documents and updated cost estimate may be submitted electronically to the Project Manager, unless the Project Manager specifically requests two printed sets and one reproducible set of the Design Development Documents.

2.5 Construction Documents. Based on the approved Design Development Documents and within the time specified in the approved Project Schedule, Architect must prepare for the City's Project Manager review, the City Engineer's approval, and required governmental agency approval(s), if applicable, Construction Documents setting forth in detail the quality levels of and the requirements for construction of the Project, and consisting of drawings and technical specifications (Division 16, CSI format) that comply with all applicable codes, laws, ordinances and regulations in effect at the time of their preparation at the location of the Project, and as further specified in the RFP. The Construction Documents must be submitted to the City Engineer and Project Manager in electronic form, ready to be added to the front-end documents, which will be prepared by the City using the City's approved front-end documents. When submitting the

Construction Documents for the City Engineer's approval, the Architect must identify in writing all material changes and deviations, if any, that have taken place since approval of the Design Development Documents including, but not limited to, changes to the last updated cost estimate and the approved Project Schedule. The Construction Documents and updated cost estimate may be submitted electronically to the Project Manager, unless the Project Manager specifically requests two printed sets and one reproducible set of the Construction Documents.

2.6 Bidding Phase Services. Architect must assist the City during the bidding phase, including, if applicable, prequalification of bidders; conducting pre-bid meetings or site walks; issuance of addenda; bid review; prepare conformed documents; and review of bid protests.

If the lowest responsive bid exceeds the final approved construction cost estimate by ten percent or more, and the City, acting in its sole discretion decides to reject all bids and re-bid the Project, Architect must, at no additional cost to the City, work with the City to make the modifications to the Construction Documents to reduce the cost of construction so as not to exceed the previously approved construction cost estimate by more than the stated additional percentage.

3. Additional Services. If not expressly included in the Scope of Services, as specified above or in the RFQ, the following services must be provided by Architect and will be paid for as Additional Services, subject to prior written authorization by the City.

3.1 Investigation of financing or other special studies to determine the financial feasibility of the Project.

3.2 Consultations, negotiation, and the like for procurement of Project financing.

3.3 Revisions to the City-approved Construction Documents which are required due to circumstances outside of Architect's control.

3.4 Design, coordination, management, expediting and other services for the procurement of materials to be obtained or work to be performed by the City, including, but not limited to technology or other specialty systems which are not otherwise required by this Agreement.

3.5 Estimates, appraisals, consultations, and related services required for the repair or replacement of an insured loss.

3.6 Preparing for or providing expert witness services or participation in out-of-court dispute resolution in connection with any Project-related dispute or adversarial proceeding to which the Architect is not a party, or potential party.

3.7 Out of town travel in connection with the Services, other than travel between Architect's office, the City's offices, and the Project site.

3.8 The City-requested services, which are not included in Basic Services and are not customarily provided as part of generally accepted Architectural design services for this type of project and the region in which the Project is located.

3.9 Extended services required by non-performance, suspension, termination, or default of the Contractor in the performance of the Work, through no fault of Architect.

3.10 Other services as agreed to by the Parties as set forth in written amendment or addendum to this Agreement.

4. References. Architect's Services, including preparation of the Design Documents, should be informed and guided by the information or requirements included in the following document(s):

- City of Brentwood Plans and Specifications
- Engineering Procedures Manual



## PART TWO - PROPOSED PROJECT SCHEDULE

### 3. PROJECT SCHEDULE

We have prepared the following draft schedule for the City of Brentwood's [City] project based on the tasks, notice to proceed date, and preliminary schedule included in the provided RFQ. At the kick-off meeting, we will review the overall project scope, schedule, identify critical path items, discuss any project constraints, confirm milestones events, and prepare a draft project schedule for consideration. This schedule will include such items as community input process, Parks and Recreation Commission (PRC) target presentation, submittal dates, review meetings, and any relevant milestones.

Based on the November 28, 2022 start date, we will have the conceptual alternatives setup in January 2023 with our first community meeting occurring then too. The final draft concept will be setup in February and March and presented to the PRC in their March meeting. The CEQA process and timeline will be important to verify. A negative declaration or mitigated negative declaration are the probable approaches with a large new park development with the new field lighting, traffic and creek proximity factors. This process could start in January 2023 and could take five or more months to complete. Conclusion of the CEQA process will be important to be able to move forward with the construction documents.

Based on this timeline for CEQA, construction documents could start in June and have a duration of approximately five months. We have included a building department review and approval task. With these schedule tasks, this sets us up well to bid the project in December 2023 and January 2024. This is our preferred timeframe to bid a project and have seen very positive bids. Our project in Tracy at Legacy Fields bid this last January and our bids were quite good and very similar in size and scope to this project.

This bidding schedule should allow for construction to start in March 2024. With this start date, the grading and utility work should be completed in the dry months for the phase one area and should also be completed in the phase 2 area. If the field will be utilizing seeding for the natural grass fields, we will need to be coordinate the schedule for the window of seeding which has windows based on the grass type being warm or cool season grasses. The use of sod can help but even warm season sod like Bermuda grass will not be aggressive to establish in the colder months. Regarding the phase 2 area in the stormwater basin, we will need to review the extent of grading operations and renovation - determine the schedule for this area of work. CCCFCD will also need to be coordinated with to determine their regulations for work

in the basin which could have requirements for no work in the winter months. This could delay work until and then we would need to have the contractor focus on this area of construction to get the natural grass fields setup prior to the next rain season. Please see below for draft schedule with tasks and durations.

<b>TASK</b>	<b>SCHEDULE</b>
<b>PRELIMINARY DESIGN SERVICES</b>	
Project Start	11/28/2022
KO Meeting	11/29
Site Visit with City staff	11/29
Site topographical Survey Setup	11/29 - 12/2
Geotechnical Investigation & Report	12/5 - 1/31
Conceptual Alternatives Development	12/2 - 12/9
Staff Review Meeting	12/12
Conceptual Alt. Development Updates	1/2 - 1/13
Community Meeting	1/17
Final Draft Concept Development	1/18 - 2/1
Staff Review Meeting	2/22
Final Draft Concept Devlpmnt. Refinement	2/23 - 3/9
Parks and Recreation Commission	3/23
30% Progress Submittal	3/27 - 4/24
Staff Review Meeting	4/25
Staff Review of 30% Submittal	4/26 - 5/10
Staff Review Meeting	5/11
CEQA Process & Coordination	1/17 - 5/31
<b>65% DESIGN DEVELOPMENT</b>	
65% Submittal – Design & Engineering	6/1 - 7/14
Submittal to City	7/17
Staff Review of 65% Submittal	7/18 - 8/1
Staff Review Meeting	8/2
<b>95% CONSTRUCTION DOCUMENTS</b>	
95% Submittal – Design & Engineering	8/3 - 9/22
Submittal to City	9/26
Staff Review of 95% Submittal	9/27 - 10/11
Building Department Review	9/27 - 10/27
Staff Review Meeting	10/12
<b>100% CONSTRUCTION DOCUMENTS</b>	
100% Submittal	11/6 - 1/22
Submittal to City	11/27
<b>BID PERIOD</b>	12/4 - 1/26/24
<b>CONTRACT APPROVAL</b>	Feb/March 2024
<b>CONSTRUCTION START</b>	March 2024



## PART THREE - ARCHITECT RATE SCHEDULE

# PRICE



Verde Design proposes the following preliminary fee based on the project scope understanding and approach we have proposed. Our subconsultant fees are being provided as estimates based on the program, available information, and our experience in designing public projects. If we are selected to perform the professional services for the City of Brentwood (City), we would review project tasks, consultant needs and overall process to update and modify the professional compensation. Please see the following fee worksheet that outlines scope of services tasks with hourly rates and time estimates for each of the following phases of work.

### PROFESSIONAL COMPENSATION

For the scope of services and products identified in this proposal, Verde Design respectfully requests the following lump sum fee including all reasonable reimbursable expenses that are outlined to be included in each project.

INDIVIDUAL TASKS	TOTAL
Phase I: Preliminary Design Services	\$ 356,505
Phase II: Design Development / 65% Construction Documents	\$ 367,320
Phase III: 95% Construction Documents	\$ 368,688
Phase IV: 100% & Bid Construction Documents	\$ 185,210
Phase V: Bidding Services	\$ 53,085
<b>TOTAL</b>	<b>\$1,330,808</b>

OPTIONAL SERVICES	TOTAL
Programming Graphics & Additional Community Meeting	\$ 11,660
Community Survey	\$ 3,960
Pre-Fabricated Restroom Building Stamped Plans	\$ 12,975
Credit Pre-Fabricated Restroom Building Design	\$ 45,100
Site Designed Restroom Building	\$ 134,130
Electrical Vehicle Charging Stations (Five)	\$ 16,100
Wireless Access Points in Outdoor Areas	\$ 75,450
Security Camera Systems	\$ 70,400
Access Plan	\$ 4,085
Additional City Staff Review Meetings – Bi-weekly	\$ 32,025
Construction Services	\$ 246,470

We look forward to meeting with you to review our proposed scope, fees and services and how Verde Design can work with the City of Brentwood Community on the improvements of the Sand Creek Sports Complex project.

Sincerely,  
**VERDE DESIGN, INC.**

Derek McKee, RIA, Principal [Authorized Signature]  
408.850.3410 | derek@verdedesigninc.com  
2455 The Alameda, Santa Clara, CA 95050  
www.verdedesigninc.com



## VERDE DESIGN

### Charge Rate Schedule

Effective until December 31, 2023

The following chart outlines the current charge rate for professional and office costs. Reimbursable rates and expenses are shown at the bottom.

#### Project Rates

Principal	\$265.00 per hour
Project Manager/Construction Manager	
Level Four	\$250.00 per hour
Level Three	\$230.00 per hour
Level Two	\$185.00 per hour
Level One	\$170.00 per hour
Project Engineer	
Level II	\$190.00 per hour
Level I	\$175.00 per hour
IT Manager	\$185.00 per hour
CAD Manager	\$180.00 per hour
Project Designer	\$165.00 per hour
Job Captain/Staff Engineer/Construction Administrator	\$155.00 per hour
Draftsperson Level II	\$150.00 per hour
Draftsperson Level I	\$145.00 per hour
Project Administrator	\$90.00 per hour
Intern	\$80.00 per hour

#### Reimbursable Rates

Blueprints, Printing and Reproductions	Cost plus 10%
Sub Consultant Services	Cost plus 10%

#### Reimbursable Expenses

Blueprints and Reproductions	Travel Expenses
Photography	Parking and Toll Expenses
Models and Renderings	Permit Fees
Postage/Overnight Mail Service	Courier Delivery Service

Charge Rate Schedule is subject to revisions.

AGREEMENT FOR ARCHITECTURAL SERVICES

EXHIBIT "B"

REQUEST FOR QUALIFICATIONS

City of Brentwood

Sand Creek Sports Complex Project, CIP No. 352-52446

**City of Brentwood**  
**REQUEST FOR QUALIFICATIONS**  
**for**  
**The Planning, Design and Preparation of**  
**Construction Documents for the Sand Creek**  
**Sports Complex**  
**CIP Project No. 352-52446**



Date of Issuance:	September 12, 2022
Request for Information Deadline:	September 27, 2022 at 5:00 p.m.
Statement of Qualifications Deadline	October 11, 2022 at 4:00 p.m.



# CITY OF BRENTWOOD REQUEST FOR QUALIFICATIONS

The City of Brentwood (“**City**”) requests a statement of qualifications (“**SOQ**”) from qualified individuals or firms (individually, a “**Respondent**” and collectively, “**Respondents**”) for the planning, design, and preparation of construction documents for its Sand Creek Sports Complex Project (“**Project**”).

## 1. ABOUT THE CITY

The City is a general law city located in east Contra Costa County, with an estimated population of 65,300. Additional information about the City is available online at: <https://www.brentwoodca.gov>.

## 2. THE PROJECT

**A. Summary/Project Description.** The City of Brentwood (“**City**”), through its Parks, Trails & Recreation Master Plan Update that was adopted by City Council in 2019, has identified a need for the development of Sand Creek Sports Complex (“**Complex**”). The City requires landscape architectural design services for its Project.

There will be two phases in this Project. Phase I of the Project consists of the design and construction of 14.48 acres of City-owned property located at the corner of Sand Creek Road and Fairview Avenue. It is anticipated that the Complex will include up to 2-3 full size lighted sports fields (soccer/multi-use to be determined, preferably with artificial turf), parking lot, restrooms, storage building, picnic areas and other possible park amenities including pickleball courts, outdoor exercise equipment, playground areas, shade elements, and more. Phase II of the Project is made up of the Contra Costa County Flood Control detention basin, which consists of 19.24 acres that will potentially add 2-3 additional natural turf sports fields. The design of both phase I and II (individually referred to as “Phase” or collectively as “Phases”) are incorporated in this Project.

The City is proud of the unique and diverse park facilities developed and made available to the community. While many parks in the City system incorporate some standardized elements, each park design strives to offer something unique. The Complex concept, as the City envisions it, has been described above. The selected Respondent will expand upon this concept, identify opportunities and constraints of the Project site and the Project site capacity for amenities to be included. Based on the preliminary design and topographic site survey information, the selected Respondent will complete the design process to test the viability of the Project site development to resolve any previously unanticipated issues.

The City Standard Plans and Specifications, which can be found at <https://www.brentwoodca.gov/government/public-works/reference-information/-folder-306/> for sizing and layout of park elements must be used (sports fields, walkways, parking lots, restrooms, etc.). Industry standards will be used if the element does not yet exist

within the City. However, there is ample opportunity to develop the character and form of these facilities, as well as to introduce additional creative recreational opportunities and environmental enhancement as part of this Proposal. The City encourages innovative art and recreational element design through the creative use of materials and interpretation of the vernacular landscape. The Parks and Recreation Department also supports sustainability, through the use of materials, methods of construction, serviceability, and long-term maintenance.

The City has a total budget of \$15M for the construction of the Sand Creek Sports Complex.

The Project involves tasks and sub-tasks including the facilitation of community outreach, preliminary design, final design and preparation of the construction documents for the Complex.

**B. Form of Agreement.** A copy of the City's standard Agreement for Landscape Design Architectural Services ("**Agreement**"), is attached and incorporated as **Attachment A**. By submitting a SOQ, the Respondent agrees to enter into the Agreement using the attached form with no exceptions to the form of the Agreement.

**C. Scope of Services.** The required scope of services for the Project is attached and incorporated as **Attachment B** to the RFQ, as well as those attached and incorporated as Exhibit A to the Agreement (collectively referred to as "**Services**"). By submitting a SOQ, the Respondent represents that it is fully qualified and available to provide the Services at the price submitted with its SOQ, and that it agrees to provide those Services if it is awarded the Agreement which will attach and incorporate the Scopes of Services.

### 3. REQUEST FOR QUALIFICATION PROCEDURES

**A. Requests for Information.** Questions or objections relating to the Request for Qualifications ("**RFQ**"), the RFQ attachments, the RFQ procedures, the Project, or the required Services may only be submitted via email to Tammy Homan, Management Analyst, at [ParksAndRecreation@brentwoodca.gov](mailto:ParksAndRecreation@brentwoodca.gov) by 5:00 p.m., September 27, 2022 (the "**Request for Information Deadline**"). Any questions or objections that are not submitted in the manner specified and by the Request for Information Deadline will be deemed waived. City will not be bound by the oral representations of any City officials, employees, or representatives.

**B. Submittal Instructions.** SOQs must be **received** by the City by or before October 11, 2022 at 4:00 p.m. Pacific Daylight Time ("**SOQ Deadline**"). Respondent must submit one copy of the SOQ in electronic format (PDF or Word) via email to Tammy Homan, Management Analyst, at [ParksAndRecreation@brentwoodca.gov](mailto:ParksAndRecreation@brentwoodca.gov) with the subject line stating: "**SOQ for Design Services for Sand Creek Sports Complex**" by the SOQ Deadline. A separate PDF file (also due by or before October 11, 2022 at 4:00 p.m.) that includes the detailed cost estimate is to be **sent as a separate email** to [ParksAndRecreation@brentwoodca.gov](mailto:ParksAndRecreation@brentwoodca.gov), with the subject line stating: "**COST ESTIMATE - SOQ for Design Services for Sand Creek Sports Complex.**" Late submissions will be disregarded.

**C. Planned RFQ Schedule.** The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the SOQ Deadline, and may be amended by addenda to this RFQ:

ACTIVITY	PLANNED DATES/TIME
RFQ Issued	September 12, 2022
Request for Information Deadline	September 27, 2022
SOQ Deadline	October 11, 2022 at 4:00 p.m.
Interviews (if requested by City)	Week of October 17, 2022
Notice of Selection	Week of October 24, 2022
Council or awarding officer Consideration of Award	November 8, 2022
Commence Services	November 28, 2022

**D. Addenda.** City reserves the right to issue addenda to modify the terms and conditions of this RFQ, including modifications to the SOQ Deadline or to the Attachments to this RFQ. Addenda will be posted on the City's website at <https://www.brentwoodca.gov/government/public-works/engineering-division/projects-bids-rfps>. Each Respondent is solely responsible for checking the City's website for addenda, and for reviewing any and all addenda before submitting its SOQ.

#### 4. SOQ REQUIREMENTS

Each SOQ must be submitted in compliance with the requirements of this RFQ. Each SOQ must respond to the items listed below. *Clarity and brevity are preferable to volume.* Unless requested, do not attach brochures or promotional materials to the SOQ. Proposals should **not exceed twenty (20) one-sided pages**, excluding any tabs or dividers. However, resumes may be included in an appendix and will not be counted in the total page count. By submitting a SOQ, the Respondent agrees that the price to provide the Services, and the proposed approach to providing the Services, including staffing, constitute a firm offer to enter into the Agreement with the City, and that the offer will remain open for 60 days following the SOQ Deadline.

**A. Cover Letter.** Provide a brief cover letter that includes all of the following information:

- (1) Respondent's name, address, phone number, and website address;
- (2) type of organization (e.g. corporation, partnership, sole proprietorship; and State of formation);
- (3) a summary of general information about Respondent and the types of services it provides in relation to the Services required by the City; and
- (4) contact information, including name, title, address, phone number, and email, of Respondent's primary representative for purposes of this RFQ.

The cover letter must be signed by a representative that is authorized to bind Respondent by contract and must state his or her name, title, and email address.

**B. General Qualifications.** Provide a brief description of the Respondent's business, including the number of years in business under the current name. Describe the size of the business, including total number of employees and offices, and identify and briefly

describe each local office that will be involved in providing the Services if awarded the Agreement.

**C. Experience/References.** Identify up to five (5) projects Respondent has provided in the last five years that are similar in scope and nature to the Project described in this RFQ, particularly with respect to services provided to other cities or public agencies. For each example, provide (1) a brief description of the services provided, (2) an explanation of why this experience is relevant to the required Services, and (3) the name and address of the contracting agency, including contact information for a reference check (name, title, phone number, and email address).

**D. Staffing/Team.** Identify by name and title Respondent's key personnel that will be assigned to provide the Services in an organization chart format and for each, include a brief summary with his or her education, training, and experience. List key staff assigned to each of the tasks or subtasks in an organizational chart or similar fashion. Note that a two-page detailed resume of key personnel can be included in the Appendix and it will not count towards the total page limit of the RFQ.

Identify by name, address, and website, each subconsultant or subcontractor, if any, that will be involved with providing the Services, including the proposed role for each such subconsultant or subcontractor. All subconsultants and subcontractors must be preapproved by City in writing before performing any Services. No substitution of approved subconsultants or subcontractors will be allowed without the express written permission of the City.

Include all applicable license numbers for any license required to perform the Services.

**E. Proposed Approach.** Briefly describe Respondent's proposed approach to providing the Services, and how that approach will offer value to the City. Identify any proposed innovations that may be used to achieve more cost-effective delivery of the Services and/or cost savings for the Project as a whole.

1. Overall Project Approach: Briefly list all of the potential Project constraints, approach to resolve these constraints, scheduled impacts due to these constraints, and other related issues. Describe environmental, construction and permitting challenges that may be encountered on this Project. State all assumptions and/or services that Respondent believes are necessary to complete the Project, but are not included as part of the RFQ.

2. Scope of Services: Show a detailed breakdown of tasks and subtasks, items included in these tasks, type of deliverables, and any assumptions required to complete the tasks. See Attachment B – Scope of Services for additional requirements

3. Schedule: Provide a conceptual schedule showing all elements/tasks of the Project.

4. Project Management: Describe how Respondent will manage each element/task of the Project and keep it on schedule and within the budget.

5. Quality of Work: Include samples of drawings, reports, technical specifications, permits, and other helpful documentation to show Respondent's quality of work of final deliverables.

## 5. PRICE (IN A SEPARATE EMAIL)

*In a separate email to [ParksAndRecreation@brentwoodca.gov](mailto:ParksAndRecreation@brentwoodca.gov)*, titled "**COST ESTIMATE - SOQ for Design Services for Sand Creek Sports Complex**" provide a PDF file with the detailed breakdown of the price to perform the Services that is fully inclusive of all costs to provide the Services, including hourly billing rates, all labor, materials, equipment, supplies, the insurance required under the terms of the Agreement, travel fees, and any additional cost(s) the City would incur if Respondent is awarded the Agreement. Include a copy of billing rates that would apply to any authorized additional services.

## 6. EVALUATION

The factors that the City will consider in evaluating SOQs are as follows:

- General Qualifications 15 points
- Experience/References 20 points
- Staffing/Team 20 points
- Proposed Approach 35 points
- Interview (if requested) 10 points

## 7. SELECTION AND AWARD

**A. Review.** SOQs will be reviewed for responsiveness and evaluated and ranked based on the factors listed in Section 6, above. When the evaluation is complete, the SOQs will be ranked based on total scores to identify the SOQ that provides the best overall Project approach as determined by the City. Acting in its sole discretion, the City may elect to conduct interviews with shortlisted Respondents. Interviews are not public meetings as defined by California open meeting laws (the Brown Act).

**B. Award.** City staff will recommend award of the Agreement, if at all, to the Respondent that is determined by staff to offer the best overall Project approach based on the City's review, as outlined above. City staff will then submit its recommendation to the City Council or the awarding officer, as applicable, for award of the Agreement. The Respondents will be notified of staff's intended recommendation by a Notice of Selection which will be posted on the City's website at <https://www.brentwoodca.gov/government/public-works/engineering-division/projects-bids-rfps>, and which may also be emailed to each Respondent that submits a SOQ. The City Council or awarding officer will award the Agreement, if at all, to the Respondent that is determined by the City Council, acting in its sole discretion, to offer the best overall Project approach.

**C. Protest Procedures.** Any protest challenging the City's intended selection or the selection process must be submitted no later than 5:00 p.m., on the fifth business day following the date of the Notice of Selection. The protest must be submitted in writing via email to Bruce Mulder, Director of Parks and Recreation, at [bmulder@brentwoodca.gov](mailto:bmulder@brentwoodca.gov), and must clearly specify the basis for the protest. The protest will be reviewed by the

Director of Parks and Recreation in consultation with the City Attorney's Office, and the reviewing individual's determination on the protest is final. No public hearing will be held on the protest. Time being of the essence, the City reserves the right to proceed with award of the Agreement and commencement of the Services notwithstanding any pending protest or legal challenge.

## 8. MISCELLANEOUS

**A. Disclaimers and Reservation of Rights.** Upon receipt, each SOQ becomes the sole property of City and will not be returned to the Respondent. Each Respondent is solely responsible for the costs it incurs to prepare and submit its SOQ. The City reserves, in its sole discretion, the right to reject any and all SOQs, including the right to cancel or postpone the RFQ or the Services at any time, or to decline to award the Agreement to any of the Respondents. The City reserves the right to waive any immaterial irregularities in a SOQ or submission of a SOQ. The City reserves the right to reject any SOQ that is determined to contain false or misleading information, or material omissions.

**B. Conflict of Interest.** Respondents must disclose to the City any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Respondent, any employees of Respondent, or any other person relative to the Services to be provided pursuant to this RFQ. This RFQ process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities.

In accordance with Government Code Section 1090, Respondents who have participated in preliminary discussions, negotiations, reasoning, planning, and/or drawing of plans and specifications for previous agreements related to the same scope of work, will be excluded from consideration for the award of the Agreement. City employees are prohibited from participating in the selection process for this RFQ if they have any financial or business relationship with any Respondent.

**C. Public Records.** The City is subject to the provisions of the California Public Records Act (Govt. Code § 6250 et seq.) (the "Act"), and each SOQ submitted to the City is subject to disclosure as a public record, unless the SOQ or any portion thereof is exempt under the Act. If a Respondent believes that any portion of its SOQ is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. Each Respondent bears the burden of proving any claimed exemption under the Act, and by submitting a SOQ, a Respondent agrees to indemnify, defend, and hold harmless the City against any third party claim seeking disclosure of the SOQ or any portions thereof.

### Attachments:

Attachment A – Form of Agreement

Attachment B – Scope of Services

Attachment C - Capital Improvement Project Sheet

Attachment D – 2002 Preliminary Design – City of Brentwood

Attachment E – 2007 Preliminary Drawing – Contra Costa County Flood Control & Water Conservation District



## Attachment A – Form of Agreement

### AGREEMENT FOR LANDSCAPE DESIGN ARCHITECTURAL SERVICES

[Insert Name of Landscape Design Architect]

THIS AGREEMENT FOR LANDSCAPE DESIGN ARCHITECTURAL SERVICES (“Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the City of Brentwood, a municipal corporation of the State of California (“City”), and \_\_\_\_\_, a \_\_\_\_\_ (“Architect” or “Consultant”) (each a “Party” and collectively, the “Parties”).

#### RECITALS

A. City does not have available personnel specifically trained and experienced to perform the architectural services required and requires the professional services of an individual or business entity with the necessary license, qualifications and experience to provide architectural services for the City’s <Project Title> Project, CIP Project No. <Project Number> (the “Project”).

B. Architect has the required license, professional skills and experience necessary to perform the architectural services described in this Agreement, and as further described in Exhibit A to this Agreement (“Exhibit A”), and in the City’s Request for Qualifications for architectural services for the Project, dated <RFQ Date> (“RFQ”), attached as Exhibit B, both of which exhibits are incorporated herein.

C. City desires to engage Architect to provide these architectural services by reason of its qualifications and experience in performing such services.

D. Architect has submitted a Statement of Qualifications to City, dated <Month and Day>, 20<Year> (“SOQ”), attached as Exhibit C and incorporated herein, in response to the City’s RFQ, and has affirmed its willingness and ability to provide such architectural services on the terms and manner set forth in this Agreement.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Definitions. The following definitions apply to the body of this Agreement and Exhibit A unless otherwise indicated. Defined terms are capitalized in the Agreement with the exception of the words “day” and “including.”

1.1 Additional Services means Architectural services in addition to the Basic Services, which are provided pursuant to the City’s written request or prior written authorization.

1.2 Basic Services means those Architectural services necessary for design and construction of the Project, as specified in Exhibit A and in the RFQ and SOQ.

1.3 Change Order means a written document approved and signed by the City after execution of the Construction Contract, which changes the scope of Work, the Construction Contract Price, or the Construction Contract Time.

1.4 City Engineer means the current or acting City Engineer and Director of Public Works for the City of Brentwood or his or her authorized delegate.

1.5 Construction Contract means the signed agreement between the City and Contractor, which includes and incorporates the Construction Documents.

1.6 Construction Contract Price means the total compensation to be paid to the Contractor for performance of the Work, as set forth in the Construction Contract.

1.7 Construction Contract Time means the time within which the Contractor is required to perform the Work, as set forth in the Construction Contract and as may be amended by Change Order.

1.8 Construction Documents means all of the documents that are prepared following approval of the Design Development Documents for bidding and construction of the Project, as further detailed in Exhibit A.

1.9 Contractor means the individual, partnership, corporation, or other entity which has signed the Construction Contract with the City to perform the Work. "Contractor" includes the Contractor's subcontractors, unless the context indicates otherwise.

1.10 Day means a calendar day unless otherwise specified.

1.11 Design Development Documents means detailed documents which are prepared following approval of the Schematic Design Documents, as further detailed in Exhibit A.

1.12 Design Documents means, collectively, the plans, drawings and specifications prepared or provided by the Architect for the Project at all design stages, including Schematic Design Documents, Design Development Documents and Construction Documents.

1.13 Including, whether or not capitalized, means "including; but not limited to" unless the context requires otherwise.

1.14 Project Manager means the City employee or representative with primary responsibility for overseeing design and construction of the Project and who will be Architect's sole point of contact for the City unless otherwise stated. The Project Manager for this Project is Aaron Wanden, Park Maintenance Manager.

1.15 Project Schedule means the detailed schedule developed by the Architect, and subject to the City's approval, for design and construction of the Project, based on the Proposed Project Schedule provided in Part Two of Exhibit A.

1.16 Proposed Project Schedule means the proposed Project schedule provided by the City in Exhibit A to this Agreement.

1.17 Rate Schedule means the schedule listing the hourly rates for Architect's staff and rates for costs associated with providing the Services. The Rate Schedule is provided in Part Three of Exhibit A.

1.18 Schematic Design Documents means preliminary drawings and related documents showing the Project's basic components, scale and location, as further detailed in Exhibit A.

1.19 Services means all architectural and related services required under this Agreement, including all Basic Services and any authorized Additional Services.

1.20 Work means the Contractor's construction and services necessary or incidental to constructing the Project in conformance with the requirements of the Construction Documents.

2. Scope of Services. Architect, acting in its capacity as an architect licensed under California law, will provide the Basic Services necessary to design and construct the Project in accordance with the City's



requirements, as set forth in Part One – Scope of Services in Exhibit A, and will provide those Additional Services, if any, as requested and authorized in writing by the City.

3. Personnel and Subconsultants. Architect will be responsible for employing or engaging all persons necessary to perform the Services. Architect will control the manner and means of the services to be performed by its employees and subconsultants. All of Architect's staff will be qualified by training and experience to perform their assigned tasks. Architect will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and Architect, if any, and will keep the Services under its control. On demand of City, if any employee or Architect fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from the Services.

3.1 Architect's Key Personnel. The Architect's key personnel assigned to this Project, as specified in Architect's SOQ, may not be changed without the prior written approval of the City. Architect must promptly notify the City in writing of any changes or proposed changes to the key personnel identified in the SOQ (or subsequently approved by the City), and of any changes to the contact information (telephone and email) for any key personnel.

3.2 Architect's Principal Representative. Architect's principal representative assigned to this Project is <Name and Title>, who will have full authority from Architect to receive and act on instructions from the City.

3.3 Subconsultants. Architect may not engage the services of any subconsultant for this Project, including, but not limited to, firms or individuals providing specialized architectural or engineering services, without obtaining the City's prior written approval. The City's approval must not be deemed to create any contractual relationship between the City and any such subconsultant, except that the City must be considered a third party beneficiary of such services for the Project. Architect must bind its subconsultants in the same manner as Architect is bound to the City under this Agreement, including, but not limited to, the insurance and indemnity requirements.

3.4 Warranty of Qualifications. Architect warrants and represents that Architect, its personnel, and its subconsultants are each duly qualified, licensed, and authorized by law to perform the Architectural and related services required under this Agreement.

4. Standard of Performance. Architect acknowledges that in entering into this Agreement the City is relying on Architect's special Architectural skills and experience to do and perform the Services. The Services provided by Architect pursuant to this Agreement must, at all times, meet or exceed the standard of care applicable to experienced, licensed architects performing similar work in the area in which the Project is located. Similarly, the Services provided by any subconsultant must meet or exceed the standard of care applicable to others practicing in the subconsultant's field and performing similar work in the area in which the Project is located. The acceptance of the Services by City does not release Architect from these obligations.

5. Term. Unless earlier terminated, the term of this Agreement will commence upon the date first above written and will expire upon completion of the Services by Architect.

6. Schedule.

6.1 Time is of the essence for providing the Services. Architect will generally adhere to the approved Project Schedule provided, that City will grant reasonable extensions of time for the performance of the Services occasioned by unusually lengthy governmental reviews of Architect's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable

delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Architect's officers or employees.

6.2 Architect acknowledges the importance to City of City's Project Schedule and agrees to put forth its best professional efforts to perform the Services in a manner consistent with that schedule. City understands, however, that Architect's performance must be governed by sound practices. Architect will work such overtime or engage such personnel and equipment as necessary to maintain the schedule, without additional compensation.

## 7. Compensation.

7.1 The total fee payable for the Basic Services to be performed during the term of this Agreement will be based on the Rate Schedule, for a not to exceed amount of <Amount in Words> dollars (\$<Amount in Numerals>), including authorized expense reimbursements, or as otherwise specified in Exhibit A. Any authorized Additional Services will be paid for based on the Rate Schedule. No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement. The City reserves the right to withhold a ten percent (10%) retention until City has accepted the Services.

7.2 Payment will occur only after receipt by City of invoices sufficiently detailed to include hours performed, hourly rates, and related activities and costs for approval by City.

7.3 Within thirty (30) days after receipt of any applicable progress payment request, City will verify the accuracy of the request, correct the charges where appropriate, and make payment to Architect in an amount equal to the amount of such application, as verified or corrected by City. No payment made prior to completion and acceptance of the Services will constitute acceptance of any part of the Services. City reserves the right to withhold payment from Architect on account of Services not performed satisfactorily, delays in Architect's performance of Services, or other defaults hereunder.

## 8. Status of Architect.

8.1 Architect will perform the Services in Architect's own way, by controlling the manner and means of the work City needs completed, and pursuant to this Agreement as an independent contractor and in pursuit of Architect's independent calling, and not as an employee of City. The persons used by Architect to provide the Services under this Agreement will not be considered employees of City for any purposes whatsoever.

8.2 The payment made to Architect pursuant to the Agreement will be the full and complete compensation to which Architect is entitled. City will not make any federal or state tax withholdings on behalf of Architect or its agents, employees or subconsultants. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Architect or its employees or subconsultants. Architect agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment, including, but not limited to, those based on any provision of the Federal Affordable Care Act, which City may be required to make on behalf of Architect or any agent, employee, or subconsultant of Architect for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Architect.

9. Subcontracting. Architect's services are being requested by City because they are unique and personal. Except as may be specified in Exhibit A, Architect will not subcontract any portion of the Services without prior written approval of City Manager or his/her designee. If Architect subcontracts any of the Services, Architect will be fully responsible to City for the acts, errors and omissions of Architect's subconsultant and of the persons either directly or indirectly employed by the subconsultant, as Architect

is for the acts and omissions of persons directly employed by Architect. Nothing contained in this Agreement will create any contractual relationship between any subconsultant of Architect and City. Architect will be responsible for payment of subconsultants. Architect will bind every subconsultant and every subconsultant of a subconsultant by the terms of this Agreement applicable to Architect's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

10. Other Architects. The City reserves the right to employ other consultants in connection with the Project or the Services.

11. Indemnification. Architect agrees to indemnify, including the cost to defend, City, its officers, agents, volunteers and employees from any and all claims, demands, costs or liability (collectively, "Liability") that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Architect and its agents in the performance of Services under this Agreement, but this indemnity does not apply to Liability caused by the active negligence, sole negligence or willful misconduct of City. This indemnification obligation is not limited by any limitation on the amount or type of damages available under any applicable insurance coverage and will survive the expiration or termination of this Agreement with respect to any Liability arising from or caused during the term of the Agreement.

12. Insurance. Architect will obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Architect or Architect's agents, representatives, employees or subconsultants. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A:VII."

12.1 Coverages and Limits. Architect will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Architect's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Architect pursuant to this Agreement are adequate to protect Architect. The coverage will contain no special limitations on the scope of its protection to the above-designated insureds except for Workers Compensation and errors and omissions insurance. Architect will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Architect believes that any required insurance coverage is inadequate, Architect will obtain such additional insurance coverage, as Architect deems adequate, at Architect's sole expense.

12.1.1 Commercial General Liability Insurance. \$2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

12.1.2 Automobile Liability. \$1,000,000 combined single-limit per accident for bodily injury and property damage.

12.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Architect has no employees and provides, to City's satisfaction, a declaration stating this.

12.1.4 Professional Liability. Errors and omissions liability appropriate to Architect's profession with limits of not less than \$1,000,000 per claim. The professional liability insurance must include prior acts coverage.

12.2 Endorsements. For Commercial General Liability Insurance, Architect will ensure that the policies are endorsed to name the City, its officers, agents, volunteers and employees as additional insureds. Prior to City's execution of this Agreement, Architect will furnish certificates of insurance and endorsements to City.

12.3 Cancellation. Insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent pursuant to the notice provisions of this Agreement.

12.4 Failure to Maintain Coverage. If Architect fails to maintain any of these insurance coverages, then City will have the option to declare Architect in breach of this Agreement, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Architect is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Architect or deduct the amount paid from any sums due Architect under this Agreement.

12.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete and certified copies of any or all required insurance policies and endorsements.

12.6 Primary Coverage. For any claims related to the Services and this Agreement, the Architect's insurance coverage will be primary insurance with respect to City, its officers, agents, volunteers and employees. Any insurance or self-insurance maintained by City for itself, its officers, agents, volunteers and employees, will be in excess of Architect's insurance and not contributory with it.

12.7 Reduction in Coverage/Material Changes. Architect will notify City in writing pursuant to the notice provisions of this Agreement thirty (30) days prior to any reduction in any of the insurance coverage required pursuant to this Agreement or any material changes to the respective insurance policies.

12.8 Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of City.

13. Business License. Architect will obtain and maintain a City of Brentwood Business License for the term of the Agreement, as it may be amended from time-to-time.

14. Maintenance of Records. Architect will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Architect will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Architect will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

15. Ownership of Documents.

15.1 All product produced by Architect or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Architect or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. Architect will have the right to make one (1) copy of the Work Product for Architect's records.

15.2 The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Architect; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another Architect to use, the Work Product, City agrees to hold Architect harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Architect, or anyone for whose acts it is responsible, in preparation of the Work Product. Architect will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

16. Copyrights. Architect agrees that all copyrights that arise from the Services will be vested in City and Architect relinquishes all claims to the copyrights in favor of City.

17. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Architect in connection with the performance of the Services pursuant to the Agreement are confidential until released by the City to the public, and the Architect will not make any of these documents or information available to any individual or organization not employed by the Architect or the City without the written consent of the City before any such release.

18. Notices. Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally, by facsimile or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

For City:	For Architect:
City of Brentwood	Name:
150 City Park Way	Title:
Brentwood, CA 94513	Address:
Phone No. (925)	Phone No.:
Facsimile No. (925)	Facsimile No.:
Attn:	Attn:
Email: _____	Email: _____

Either Party may change its address for purposes of this section by giving the other Party written notice of the new address in the manner set forth above.

19. Conflicts of Interest.

19.1 City will evaluate Architect's duties pursuant to this Agreement to determine whether disclosure under the Political Reform Act and City's Conflict of Interest Code is required of Architect or any of Architect's employees, agents, or subcontractors. Should it be determined that disclosure is required, Architect or Architect's affected employees, agents, or subconsultants will complete and file with the City Clerk those schedules specified by City and contained in the Statement of Economic Interests Form 700.

19.2 Architect understands that its professional responsibility is solely to City. Architect warrants that it presently has no interest, present or contemplated, and will not acquire any direct or indirect interest, that would conflict with its performance of this Agreement. Architect further warrants that neither Architect, nor Architect's agents, employees, subcontractors and Architects have any ancillary real property, business interests or income that will be affected by this Agreement or, alternatively, that Architect will file with the City an affidavit disclosing this interest. Architect will not knowingly, and will take reasonable steps to



ensure that it does not, employ a person having such an interest in the performance of this Agreement. If after employment of a person, Architect discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Architect will promptly disclose the relationship to the City and take such action as the City may direct to remedy the conflict.

20. General Compliance with Laws. Architect will keep fully informed of federal, state and local laws and ordinances and regulations ("Laws") which in any manner affect those employed by Architect, or in any way affect the performance of the Services by Architect. Architect will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the Services with all applicable laws, ordinances and regulations.

21. Pandemic Health Laws. Architect's duty to comply with Laws includes compliance by Architect and Subcontractors with all local, state, or federal Laws that have been or may be enacted in response to the COVID-19 pandemic (collectively, "Health Laws"), which include all of the County of Contra Costa Health Orders. Failure to fully comply with the Health Laws constitutes a material default, subject to all available remedies including suspension or termination.

22. Discrimination and Harassment Prohibited. Architect will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

23. Termination. In the event of the Architect's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Architect in writing pursuant to the notice provisions of this Agreement. Architect has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Architect has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Architect, whether located at the project site, at Architect's place of business, or at the offices of a subconsultant.

Either Party, upon tendering thirty (30) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Architect will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Architect will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

24. Covenants Against Contingent Fees. Architect warrants that Architect has not employed or retained any company or person, other than a bona fide employee working for Architect, to solicit or secure this Agreement, and that Architect has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

25. Claims And Lawsuits. By signing this Agreement, Architect agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Architect acknowledges that if a false claim is submitted to City by Architect, it may be considered fraud and Architect may be subject to criminal prosecution. Architect acknowledges that California Government Code sections 12650 *et seq.*, the False

Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity.

26. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This Agreement will be governed by the laws of the State of California.

27. Testimony. Architect will testify at City's request if litigation is brought against City in connection with Architect's services under this Agreement. Unless the action is brought by Architect, or is based upon Architect's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Architect will compensate Architect for time spent in preparation for testimony, testimony, and travel at Architect's standard hourly rates at the time of actual testimony.

28. Successors and Assigns. It is mutually understood and agreed that this Agreement will be binding upon the Parties and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Architect without the prior written consent of City, which will not be unreasonably withheld.

29. Section Headings. Section headings as used in this Agreement are for convenience only and will not be deemed to be a part of such sections and will not be construed to change the meaning of the section.

30. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

31. Entire Agreement and Order of Precedence. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the Parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both Parties. Notwithstanding that the RFQ and SOQ are incorporated into this Agreement as Exhibit B and Exhibit C, respectively, if any provision in the SOQ or the RFQ differs from or is inconsistent with the terms of this Agreement, including Exhibit A, the terms of this Agreement, including Exhibit A, will take precedence over any such differing or inconsistent provision. Likewise, to the extent any terms in the SOQ differ from or are inconsistent with the terms of the RFQ, the terms of the RFQ will take precedence over any differing or inconsistent terms in the SOQ.

32. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Architect each represent and warrant that they have the legal power, right and actual authority to bind Architect to the terms and conditions of this Agreement.

33. Severability. If any term, provision, condition or covenant of this Agreement or its application to any Party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

34. Signatures.

34.1 Counterparts. This Agreement may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute the same instrument.

34.2 Digital/Electronic Signatures. Using a City-approved method, this Agreement may be executed through the use of digital or electronic signatures in accordance with Government Code Section 16.5. The presence of an electronic signature on this Agreement will be construed as the Parties' consent to do business electronically.

ARCHITECT:

CITY:

\* By: \_\_\_\_\_

By: \_\_\_\_\_

Tim Y. Ogden, City Manager

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\*\* By: \_\_\_\_\_

By: \_\_\_\_\_

Margaret Wimberly, City Clerk

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Damien Brower, City Attorney

If required by City, proper notarial acknowledgment of execution by Architect must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

\*Group A. \*\*Group B.  
Chairman,  
President, or  
Vice-President

Secretary,  
Assistant Secretary,  
CFO or Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

If an LLC:

- The Agreement must be signed by a Managing Member or the LLC must attach a resolution empowering the signatory to bind the LLC.

If a partnership:

- The Agreement must be signed by the Managing Partner or the Partner authorized to execute agreements of this type. Additional documentation, such as the partnership agreement, confirming this signature authority may be required.

If a sole proprietorship:

- The Agreement must be signed by the owner.



AGREEMENT FOR LANDSCAPE DESIGN ARCHITECTURAL SERVICES

<Name of Architect>

<Project Title> Project, CIP No. <Project Number>

EXHIBIT "A"

PART ONE - SCOPE OF SERVICES

1. General. Architect must provide Landscape Architectural design and related services for the Project, as more particularly described in the RFQ and SOQ, including and subject to the following general requirements.
  - 1.1 Preliminary Design Conference. Following the City's execution of this Agreement, Architect must attend a preliminary design conference with the Project Manager. At the request of the Project Manager, the Architect must submit written minutes of the preliminary design conference in order to demonstrate its understanding of the Project requirements.
  - 1.2 City Approval. Architect may not proceed with the development of successive Design Documents, as detailed below in Section 2, until it has received written approvals from the City. Architect must promptly review and revise the following to the City's satisfaction, without additional compensation:
    - (A) Design Documents submitted for City approval and to which the City has objections; and
    - (B) Design Documents, which have been determined by the City to present excessive cost or constructability problems.
  - 1.3 Governmental Approval. Architect must assist the City with obtaining the following required approvals from governmental agencies with jurisdiction over the Project: Contra Costa County Flood Control District.
  - 1.4 Architect will control the manner and the means of the Services to be provided, and be responsible for the professional quality, technical accuracy and coordination of the Services. Architect will, without additional compensation, correct or revise any errors or deficiencies in the Services.
  - 1.5 Architect will keep City informed on a regular basis that the Services are being performed in accordance with the requirement and intentions of this Agreement.
2. Basic Services. In addition to the tasks specified in the RFQ and SOQ, Architect's Basic Services include the following:
  - 2.1 Project Schedule. Within 30 days following the City's execution of this Agreement, Architect must prepare and submit for the Project Manager's review and approval a preliminary Project Schedule, based on the Proposed Project Schedule included in in Part Two, below, showing the timing and sequencing of the major design and construction phases required to complete the Project. The preliminary Project Schedule should include times for completion of all major phases of the design; permitting; environmental documents; milestones; bidding; construction; final close out; or as otherwise specified by the Project Manager.

The Project Schedule must be updated for the Project Manager review and approval upon completion of each major task included in the Project Schedule.

A monthly Project Status Update Report (PSR) is expected from the Architect to outline the progress of the Project, updated schedule, tasks and sub-tasks to be completed, issues and action items.

A monthly Project invoice shall be submitted to the City's Project Manager and designated Accountant for the Project.

2.2 Cost Estimate. Following the City's execution of this Agreement, Architect must prepare and submit for the City Engineer's review and approval a preliminary estimate of the cost to construct the Project. As the design process progresses, Architect must submit updates to the preliminary cost estimate for the City's approval concurrent with its submission of the Schematic Design Documents, Design Development Documents, and Construction Documents, respectively. If at any time, an updated cost estimate exceeds the City's previously approved cost estimate, Architect must provide the City with recommendations for constructing the Project within the City's budget.

2.3 Schematic Design Documents. Within the time specified in the approved Project Schedule, Architect must prepare and submit to the City Engineer (with a copy to the Project Manager) for review and approval Schematic Design Documents consisting of drawings, outline specifications, and other documents showing the Project's basic components, scale, and location on the Project site. The Schematic Design Documents must include, to the extent applicable, conceptual plans of the Project site and improvements; preliminary sections and elevations; approximate areas, volumes, and dimensions; and preliminary selections of materials and systems. The Schematic Design Documents and updated cost estimate may be submitted electronically to the Project Manager, unless the Project Manager specifically requests two printed sets and one reproducible set of the Schematic Design Documents.

2.4 Design Development Documents: Based on the approved Schematic Design Documents for the preferred option(s), and within the time specified in the approved Project Schedule, Architect must prepare for the City's Project Manager review and City Engineer's approval the Design Development Documents. The Design Development Documents must further define the Project, including drawings and outline specifications fixing and describing the Project size, character and site relationships, and other appropriate elements describing the structural, engineering, mechanical and electrical systems, as applicable. The Design Development Documents must include, as applicable, plans, sections and elevations; criteria and sizing of major components; equipment sizes and capacities and approximate layouts, including required spaces and clearances; typical details; materials selections and general quality levels. When submitting the Design Development Documents for the City's Project Manager review and City Engineer's approval, the Architect must identify in writing all material changes and deviations, if any, that have taken place since approval of the Schematic Design Documents, including, but not limited to, changes to the last updated cost estimate and the approved Project Schedule. The Design Development Documents and updated cost estimate may be submitted electronically to the Project Manager, unless the Project Manager specifically requests two printed sets and one reproducible set of the Design Development Documents.

2.5 Construction Documents. Based on the approved Design Development Documents and within the time specified in the approved Project Schedule, Architect must prepare for the City's Project Manager review, the City Engineer's approval, and required governmental agency approval(s), if applicable, Construction Documents setting forth in detail the quality levels of and the requirements for construction of the Project, and consisting of drawings and technical

specifications (Division 16, CSI format) that comply with all applicable codes, laws, ordinances and regulations in effect at the time of their preparation at the location of the Project, and as further specified in the RFP. The Construction Documents must be submitted to the City Engineer and Project Manager in electronic form, ready to be added to the front-end documents, which will be prepared by the City using the City's approved front-end documents. When submitting the Construction Documents for the City Engineer's approval, the Architect must identify in writing all material changes and deviations, if any, that have taken place since approval of the Design Development Documents including, but not limited to, changes to the last updated cost estimate and the approved Project Schedule. The Construction Documents and updated cost estimate may be submitted electronically to the Project Manager, unless the Project Manager specifically requests two printed sets and one reproducible set of the Construction Documents.

2.6 Bidding Phase Services. Architect must assist the City during the bidding phase, including, if applicable, prequalification of bidders; conducting pre-bid meetings or site walks; issuance of addenda; bid review; prepare conformed documents; and review of bid protests.

If the lowest responsive bid exceeds the final approved construction cost estimate by <Percentage> percent or more, and the City, acting in its sole discretion decides to reject all bids and re-bid the Project, Architect must, at no additional cost to the City, work with the City to make the modifications to the Construction Documents to reduce the cost of construction so as not to exceed the previously approved construction cost estimate by more than the stated additional percentage.

3. Additional Services. If not expressly included in the Scope of Services, as specified above or in the RFQ, the following services must be provided by Architect and will be paid for as Additional Services, subject to prior written authorization by the City.

3.1 Investigation of financing or other special studies to determine the financial feasibility of the Project.

3.2 Consultations, negotiation, and the like for procurement of Project financing.

3.3 Revisions to the City-approved Construction Documents which are required due to circumstances outside of Architect's control.

3.4 Design, coordination, management, expediting and other services for the procurement of materials to be obtained or work to be performed by the City, including, but not limited to technology or other specialty systems which are not otherwise required by this Agreement.

3.5 Estimates, appraisals, consultations, and related services required for the repair or replacement of an insured loss.

3.6 Preparing for or providing expert witness services or participation in out-of-court dispute resolution in connection with any Project-related dispute or adversarial proceeding to which the Architect is not a party, or potential party.

3.7 Out of town travel in connection with the Services, other than travel between Architect's office, the City's offices, and the Project site.

3.8 The City-requested services, which are not included in Basic Services and are not customarily provided as part of generally accepted Architectural design services for this type of project and the region in which the Project is located.



AGREEMENT FOR ARCHITECTURAL SERVICES

EXHIBIT "B"

REQUEST FOR QUALIFICATIONS

City of Brentwood

<Project Title> Project, CIP No. <Project Number>

**[Attach City's RFQ, including any attachments thereto.]**



AGREEMENT FOR ARCHITECTURAL SERVICES

EXHIBIT "C"

STATEMENT OF QUALIFICATIONS

<Name of Architect>

City of Brentwood

<Project Title>, CIP No. <Project Number>

**[Attach Architect's Statement of Qualifications, including any exhibits thereto.]**

## Attachment B – Scope of Services

Capitalized words not specifically defined in the RFQ have the same meaning as the terms defined in Section 1 of the Agreement in Attachment A. The term “Consultant” used throughout this Attachment B refers to the Respondent who is awarded the Agreement.

### A. Scope of Services

In response to Section 4(E)(2) of the RFQ, Respondent’s SOQ shall include a detailed scope of services with tasks and sub-tasks including the following elements for the preliminary design, final design and preparation of the Construction Documents for the Sand Creek Sports Complex.

Project Elements:

- 1) Topographic Survey: The City will prepare a topographic survey. This information will be provided to the Consultant.
- 2) Geotechnical Services: Consultant will conduct site work exploration, prepare geotechnical data and recommendation reports. Soil bores shall be sufficiently deep to provide design and construction parameters for the construction of the Project.
- 3) Civil Engineering Services: Consultant shall provide civil engineering services for the grading, drainage design of the site, parking lot and courts, utility infrastructure and services, and coordination with Contra Costa County Flood Control District (“CCCFCDD”) on Phase 2, as well as provide earthwork balance quantities and storage.
- 4) Environmental Services: Once a preliminary design has been selected by the City, and before a final design has been approved, City will select an environmental consultant to prepare CEQA compliance documents to ensure that all environmental concerns are quantified and mitigated for the Project. Consultant shall coordinate with the City’s environmental consultant during the CEQA process to determine a viable, CEQA compliant final design.
- 5) Landscape Design Services:

The preliminary design service process will include:

- a. A Project kick-off meeting that will be scheduled by the City’s Project Manager.
- b. Consultant will facilitate and participate in a minimum of two (2) public presentations and/or workshops. One for the community presentation and feedback, and the second one for the Parks and Recreation Commission. Other presentations and/or workshops may be held based on Consultant’s recommendation for the public input process.
- c. Consultant will prepare and provide large format color graphics for the public presentations, materials for the workshops and preparation of public meeting announcement flyers.
- d. Consultant’s attendance at coordination and review meetings with City staff.
- e. Consultant will prepare and provide color graphics (e.g., models, computer graphics/representations, hardcopies, etc.) for presentation to the Park and Recreation Commission.

- f. Consultant will prepare and provide cut sheets and/or material samples of all proposed items such as site furnishings, lighting, and play equipment, etc., organized in an efficient manner for review and approval by the City.
- g. Consultant shall develop the preliminary design plan including park facilities within Lower Sand Creek Basin (LSBC, Attachment E) with the objective of integrating both sites visually, and via pedestrian and maintenance vehicle circulation. Consultant shall coordinate with the CCCFCD regarding access standards, vehicle loading and other issues, as assisted by the City.
- h. Consultant will provide up to three iterations of the preliminary design plan based upon the City's schematic plan and development budget provided by the City, as well as the outcome of the public meetings. The Consultant will provide a preliminary cost estimate for all iterations proposed.
- i. The Consultant will prepare a detailed construction cost estimate in Microsoft Excel format for the final design plan iteration based on the preliminary design plans submitted for review by City staff.

City will provide the following services:

- a. The City's Project Manager or authorized designee ("Project Manager") will be the primary point of contact for the Consultant. The Project Manager will monitor the Consultant's performance.
- b. The City will identify stakeholders for the public outreach process and coordinate public meetings.
- c. City will review and provide comments on any documents that may be necessary to complete design milestones, and/or approve completion of design milestones and cost estimates. At the completion of each task, the City will, acting in its sole discretion, provide written authorization to the Consultant to proceed to the next task, contingent upon satisfactory completion of the previous tasks and any required approvals, including, but not limited to, budget authorizations. Said written authorization will require the signature(s) of the City's Project Manager or his/her authorized designee.
- d. City will prepare the front-end section of the Contract Documents; Consultant to provide the Plans, Technical Specifications, Estimates and input on Bid Schedule for City's use in generating the complete bid document package.
- e. Consultant will submit all deliverables electronically, including the Final Plans (scaled half- and full-size). Consultant will submit two (2) printed copies of signed Final Plans scaled at half- and full-size to the Project Manager. City will provide construction contractors with electronic copies of bid documents (including the front-end documents and the final plans and specifications for the Project).
- f. City's environmental consultant will coordinate with the Consultant during the CEQA process.
- g. City will assist in coordinating with the Contra Costa County Flood Control District for all tasks of the Project.

At a minimum, Consultant must describe how they will perform the below tasks and subtasks in their scope of services:

- a. Project Management – Includes Project management, organizing and conducting public meetings and workshops, budget control, Project updates, Project kick-off meeting, interim Project update meetings and Project schedule updates. The

Consultant must maintain communications for all aspects of delivery of the Services. Consultant must be in regular contact with the Project Manager and must provide, where reasonably possible, same day responses to the City's email and telephone requests. Consultant must be equally responsive to the sub-consultants to ensure prompt and efficient delivery of coordinated Services.

A Project kick-off meeting will be scheduled by the City upon issuance of a Notice to Proceed from the City's Project Manager. The following topics will be discussed at this meeting: point of contacts, scope revision (if applicable), assumption and exceptions, field site visit, and other Project controls.

Deliverables include but not limited to the following:

- Monthly Project Status Summary, Invoices including sub-consultant invoices, updated Project Schedule via email
- Meeting Agenda and Notes of the Kick-off and two public presentation meeting/workshop

b. Schematic Design Documents:

1. Preliminary Project design based on City's provided schematic design, and geotechnical and civil engineering design criteria
2. Color landscape plans and illustrative exhibits as necessary for public meeting and public outreach
3. Up to three (3) Design iterations and alternatives, taking into consideration feedback from public outreach meetings, Park and Recreation Commission presentation(s), and feedback from the City's environmental consultant.
4. Consultant will prepare a Basis of Design Report of proposed design iterations, preliminary cost estimation, schematic diagrams and exhibits, and select a preferred option.
5. Architect shall include preliminary design concepts for various components of the Project and analyze them with respect to Project constraints such as constructability, environmental, geotechnical, operation & maintenance (O&M), utilities, material availability, value analysis and others.
6. 30% landscape design and improvement plans of the preferred option.
7. Include geotechnical services in the design
8. Include coordination with the City's survey and environmental sub-consultant services.
9. Consultant will prepare a material selection, option of choices, availability schedule and cost comparison for all proposed items.
10. Consultant must review, at a minimum, the City record drawings, reports, right-of-way documents, utilities information required for the detail design of the Project, and any other documentation necessary to complete the Project, upon request of the Consultant.

Deliverables include but not limited to the following:

- Basis of Design Report with preliminary cost estimates
- Schematic Design of up to three iterations as color landscape plans and illustrative exhibits

- Public meeting/workshop with Park and Recreation Commission (up to 2)
  - 30% Landscape Design and Improvement Plans of the Preferred Option
  - Internal Workshop meeting for Schematic Design alternatives with City Staff (1)
  - Coordination meeting with City and sub-consultants
- c. Detailed Final Design includes:
1. 65%, 95% and Final Construction Plans, Specifications and Estimates (“PSE”) for preparing Construction documents. Regular Project update meetings, plan check submittals and coordination with City staff shall be part of this task.
  2. Consultant will prepare special models, renderings or mock-ups, which are part of the detailed design.
  3. Consultant to provide the Plans, Technical Specifications, Estimates and input on Bid Schedule for City’s use in generating the complete bid document package.

Deliverables include but not limited to the following:

- 65%, 95% and Final Construction Documents including plans, specifications and cost estimate (via email)
  - Two (2) printed copies of Signed Final Construction Documents (half- and full-size) including Specifications and Cost Estimate
- d. Bidding Services – Consultant must assist the City during the bidding phase, including, if applicable, prequalification of bidders; conducting pre-bid meetings or site walks; responding to questions; issuance of addenda; bid review; preparing conformed drawings and review of bid protests.
- e. Assumptions – includes any assumptions used to prepare the Proposed Approach, scope of services and cost estimation.

## **B. Schedule of Services**

Provide a schedule of services timeline for the Project. Regular scheduled updates are required as part of the monthly Project status reports. The scope of services and schedule of services may include the following task and subtasks for the Project:

### Sand Creek Sports Complex:

- a. Task 1: Project Management
- b. Task 2: Preliminary Design Services:
  - i. Survey Services (City to provide)
  - ii. Geotechnical Services
  - iii. Civil Engineering Services
  - iv. Utility Research
  - v. Architectural Services
  - vi. Landscape Architect Services
  - vii. Hydrology and Hydraulic Calculations
  - viii. Public meetings and workshops
  - ix. Coordination with City’s environmental and permitting sub-consultant

- x. Basis of Design Report including preliminary cost estimate for up to three iterations
- xi. 30% Preliminary design drawings and cost estimations of preferred alternative
- c. Task 3: Final Design Services:
  - i. 65% PSE submittal
  - ii. 90% PSE submittal
  - iii. 100% or Final PSE submittals
  - iv. Allow up to two (2) weeks for City to review each submittal. A written/markup drawing set will be provided to the Consultant.
- d. Task 4: Bidding Services:
  - i. Pre-Bid meetings
  - ii. Site Visits
  - iii. Addenda
  - iv. Conformed Drawings (if required)
  - v. Review Bids and Bid protest (if any)



Project Title:

\* MULTI-YEAR \*

Project #:

**Sand Creek Sports Complex**



<b>Project Category:</b>	Parks and Trails Improvements
<b>Location:</b>	North side of Sand Creek Road/West of Fairview Avenue
<b>Project Manager:</b>	A. Wanden
<b>Project Priority:</b>	1C - Mandatory
<b>Project Phase:</b>	Design
<b>Est. Completion Date:</b>	2023/24
<b>Future Annual O &amp; M Impact:</b>	\$128,125
<b>Public Art Requirement:</b>	Exempt

**Description/Justification:**

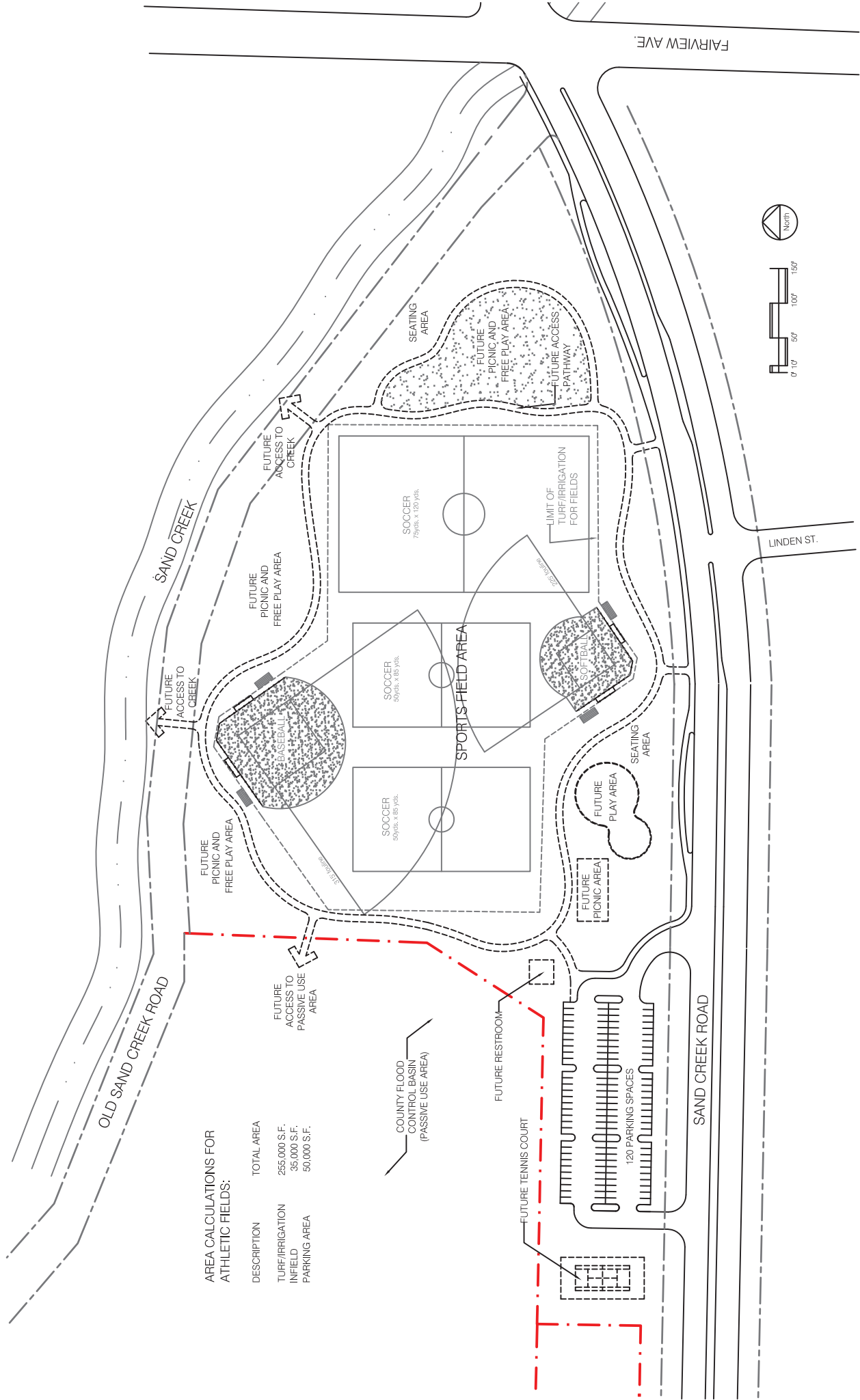
This project is included in the City’s Strategic Plan for FY 2022/23 - FY 2023/24. Sand Creek Sports Complex Phase I consists of the design and construction of the 14.50 acres of City owned property identified as the future Sand Creek Sports Complex. It is anticipated that the park will include up to 2-3 full size sports fields (soccer/ multi-use to be determined), parking lot, restrooms, picnic area and other possible park amenities like pickle ball courts, basketball courts, exercise equipment, playground etc. Phase II is made up of the Contra Costa County Flood Control detention basin, which consists of 19.24 acres, will potentially add 2-3 sports fields. The total project estimated cost is \$15 million.

**Supplemental Information:**

This project will be funded by the American Rescue Plan Act of 2021 (ARPA) Fund (\$6,923,339) and the Parks and Trails Development Impact Fee Fund (\$6,060,000). Additionally, the City Council will be asked to consider approving a long-term interfund loan covering the remainder of the costs, \$2,016,661, which will be repaid with Bond Refinance Savings funds. Future O & M costs will consist of turf maintenance, staffing, landscaping, utilities and trash services.

PROJECT FINANCING	CURRENT		PROPOSED				TOTAL
PROJECT EXPENDITURES	Prior	2022/23	2023/24	2024/25	2025/26	2026/27	TOTAL
70239 <b>Legal</b>		10,000	40,000				\$ 50,000
90040 <b>Planning and Design</b>		2,117,500					\$ 2,117,500
90050 <b>Construction</b>		7,872,500	4,960,000				\$ 12,832,500
<b>TOTAL</b>		<b>\$ 10,000,000</b>	<b>\$ 5,000,000</b>				<b>\$ 15,000,000</b>
PROJECT FUNDING	Prior	2022/23	2023/24	2024/25	2025/26	2026/27	TOTAL
47252 <b>Development Impact Fees</b>		6,060,000					\$ 6,060,000
47229 <b>Federal/State/Agency Funding</b>		3,940,000	2,983,339				\$ 6,923,339
47381 <b>Other</b>			2,016,661				\$ 2,016,661
<b>TOTAL</b>		<b>\$ 10,000,000</b>	<b>\$ 5,000,000</b>				<b>\$ 15,000,000</b>

# ATTACHMENT D



### AREA CALCULATIONS FOR ATHLETIC FIELDS:

DESCRIPTION	TOTAL AREA
TURF IRRIGATION INFIELD	255,000 S.F.
PARKING AREA	35,000 S.F.
	50,000 S.F.





AGREEMENT FOR ARCHITECTURAL SERVICES

EXHIBIT "C"

STATEMENT OF QUALIFICATIONS

Verde Design, Inc.

City of Brentwood

Sand Creek Sports Complex, CIP No. 352-52446





VERDE DESIGN

## CITY OF BRENTWOOD

REQUEST FOR QUALIFICATIONS (RFQ) FOR THE PLANNING, DESIGN AND PREPARATION OF  
CONSTRUCTION DOCUMENTS FOR THE SAND CREEK SPORTS COMPLEX, CIP PROJECT NO. 352-52446  
DUE: TUESDAY, OCTOBER 11, 2022



DESIGNING OUTSTANDING RECREATIONAL FACILITIES FOR CALIFORNIA'S COMMUNITIES

Derek McKee, RLA (Principal) 408.850.3410 | [derek@verdedesigninc.com](mailto:derek@verdedesigninc.com)  
Daniel Collazos, RLA (Project Manager) 408.850.3423 | [danielc@verdedesigninc.com](mailto:danielc@verdedesigninc.com)  
2455 The Alameda, Santa Clara, CA 95050 | [www.VerdeDesignInc.com](http://www.VerdeDesignInc.com)



September 11, 2022

City of Brentwood  
150 City Park Way, Brentwood, CA 94513  
Attn: Tammy Homan, Management Analyst



**SUBJECT: REQUEST FOR QUALIFICATIONS (RFQ) FOR THE PLANNING, DESIGN AND PREPARATION OF CONSTRUCTION DOCUMENTS FOR THE SAND CREEK SPORTS COMPLEX, CIP PROJECT NO. 352-52446**

Dear Mrs. Homan and Members of the Evaluation Committee:

Verde Design, Inc. (an S Type Corporation and certified Small Business Enterprise) is a multi-disciplinary landscape architecture and civil engineering firm focused on public recreational and athletic facility planning, design, and construction administration services for cities, counties, and parks and recreation districts. If selected to partner with the City of Brentwood (City), we will draw upon our team's broad experience, developed from working on many capital improvement projects, including athletic facilities, specifically sports complexes, such as the one outlined through this RFQ. To accomplish your goals, Verde Design has proposed a team of qualified, problem-solving professionals, led by myself, Derek McKee, as your project principal. **I have had the privilege of personally overseeing the design and completion of an extensive list of athletic facilities and sports complexes for various agencies with similar scope to the City's proposed project.** If selected as the consultant to lead this project, we will bring our expertise and knowledge to ensure your facility will successfully serve your citizens, as well as enrich the quality of life for your community. We offer the following key points, which sets the Verde Design team apart:

- **Proven Sports Complex Experience:** Verde Design is actively working on sports complex designs for the Roseville Soccer Complex, Legacy Youth Sports Complex in Tracy, the Morgan Hill Sports Complex World Cup Training Facility, Kaiser Permanente Sports Village in Bakersfield, Crocker Amazon Athletic Fields in San Francisco (partnership with SFRPD and SF Giants Community Fund), the Watsonville Soccer Complex, the Pasadena Rose Bowl Soccer Complex, and the Rio Vista Sports Complex. These projects provide insight and a great understanding of the requirements of the Sand Creek Sports Complex fields. Many of these facilities allow multiple sports to be played per field.
- **User Experience and Needs:** Verde Design understands the difference between recreational, league, and tournament level facilities related to the user experiences and needs, safety of both athletes and spectators, operational flexibility, and maintenance requirements these types of facilities require. Additionally, understanding parking needs and requirements, analytical strategies and operational approaches to further manage large events, as well as when surveyed, the most important aspects of a tournament facility to parents and athletes is adequate and clean restrooms, access to healthy food and beverage, shade, parking facilities, and quality of athletic facilities.
- **A Committed Partner Throughout the Process:** We will serve as an extension of your team and continue working to build strong relationships with your staff by listening to your updated goals and delivering projects that achieve them. We understand that proactive communication is the key to delivering projects on time and within budget, and our team will remain available and responsive throughout the process, as well as after your projects are completed. By selecting Verde Design, you are gaining an advocate on your behalf, and a partner committed to your project's long-term success.

Our project team will also draw from our extensive in-house resources, including 43 staff members (with landscape architects, LEED accredited professionals, civil engineers, QSD/QSP certified professionals, a certified playground safety inspector, and a strong production and technical support team) to provide your staff with comprehensive services. Along with our proposed staff, we are including a subconsultant team of AKH Structural Engineers (structural engineering), Geo-Engineering Solutions (geotechnical engineering), Kier + Wright (civil engineering), Russ Mitchell and Associates (irrigation design), and Salas O'Brien (electrical engineering/mechanical engineering/architectural) to provide specialized services for your project. We are grateful to have an opportunity to work with your community and staff. As principal-in-charge, I will be personally involved until your project is successfully completed. If you have any questions, please do not hesitate to call. Thank you again for this opportunity.

Sincerely,  
**VERDE DESIGN, INC.**

Derek McKee, RLA, Principal (Authorized Signature)  
408.850.3410 | derek@verdedesigninc.com  
2455 The Alameda, Santa Clara, CA 95050  
www.verdedesigninc.com



# B. GENERAL QUALIFICATIONS



VERDE DESIGN

## FIRM PROFILE

### ABOUT VERDE DESIGN

Verde Design is an integrated landscape architecture and civil engineering firm specializing in award-winning recreational and athletic-focused spaces. We provide our clients with comprehensive planning, design, and construction administration services, and serve cities, counties, and parks and recreations districts, as well as local municipal agencies, businesses, non-profit organizations, community groups, and public and private K-12 schools, colleges, and universities.

**We have partnered with over 100 public agencies to date, and have completed more than 750 public facility projects for clients.** Projects have ranged from small neighborhood athletic fields to destination sports parks and complexes with a variety of programs. We are passionate about these spaces and are committed to creating lasting facilities that serve California's recreational communities. Our principals are actively involved in our projects and our clients' satisfaction is their top priority. We approach each project by developing a thorough understanding of our clients' challenges and goals.

We staff our projects with a team of creative problem solvers, and draw upon our in-house site planning, grading and drainage, planting, and irrigation design expertise, to provide solutions that meet or beat project schedules and remain within the established project budgets. *Please see to the right for a list of project types and in-house services.*

### BRIEF HISTORY

In 2007, Derek McKee and Devin Conway, both veterans of the A/E/C industry, purchased key assets of a former firm and founded Verde Design, a Certified Small Business Enterprise. Our leaders have crafted a culture rooted in sound practice, focused on sustainability, and staffed with people who care about enhancing their communities. Since our founding, we expanded operations with offices in Folsom, Santa Rosa, and Riverside.

**15**  
**YEARS**  
IN BUSINESS

### VERDE DESIGN, INC. INFORMATION

**Years in Business:** 15 years

**Number of Employees:** 43

**Main-Contact:** Derek McKee, RLA: Principal

p. 408.850.3410 | f. 408.985.7260 | [derek@verdedesigninc.com](mailto:derek@verdedesigninc.com)

**Office Providing Services:** 2455 The Alameda, Santa Clara, CA 95050

**Website:** [www.verdedesigninc.com](http://www.verdedesigninc.com)

### FIRM OFFICERS



DEREK MCKEE, PRINCIPAL

DEVIN CONWAY, PRINCIPAL



MARK BAGINSKI, PRINCIPAL

NANCE CRONIN, PRINCIPAL

### OUR SERVICES AND PROJECT TYPES

- Landscape Architecture
- Civil Engineering
- Master Planning
- Facility Assessments
- Management Plans/ Studies
- Feasibility Studies
- Schematic Design
- 3D Modeling
- Community Facilitation & Outreach
- Construction Documentation
- Irrigation Design & Audits
- Cost Estimating
- Maintenance Planning
- Community Parks and Sports Complexes
- New and Replacement Athletic Fields
- New and Replacement Playgrounds
- All-Inclusive Playgrounds
- All-Weather Tracks
- Skate and Bike Parks
- Pre-Fab Buildings for Restrooms, Concessions, Maintenance, & Storage
- Hard Courts
- Streetscape
- Stormwater Facilities
- SWPPP & SWMQCP Plans
- Infrastructure Upgrades

## ARCADIA BALL PARK, SAN JOSE

**Project Description:** Working within a tight 4.5-acre footprint, Verde Design was able to design four full-size adult softball fields by using tall fencing on two of the fields to maintain an average home run distance of 300-feet. Arcadia Ballpark is designed as one of the top premier softball complexes in the Bay Area. In a tight site surrounded by residential homes and apartments, the site includes two championship fields with terraced chairback seating, full bullpens, and covered dugouts.

The site also includes two smaller fields with tall outfield fencing ranging from 8 - 14 feet tall creating a feel similar to that of the 'Green Monster' at Fenway Park. Aside from the fields, the site offers amenities such as the unique, central restroom/concessions building, thematic architectural entry signage, sports field lighting, picnic areas, thematic children's play areas, and a miniature synthetic turf ball field. This site sets itself apart from other softball complexes, while creating an image all its own.

This site posed two major challenges related to redirecting and treating all site drainage and how to balance cut and fill. The site is extremely flat, which has proved to be a challenge when running the cut and fill analysis to make the raised central plaza. With some careful design of slightly depressed C3 planting areas that treat all paved runoff, and a less than 3" drop of all ball fields, we were able to accomplish creating an 18" raised spectator plaza while still balancing the cut and fill.

### Program:

- Four natural grass adult softball fields with scoreboard, covered dugouts, sports field lighting, two fields with bullpens, and two fields with terraced chairback seating
- New maintenance building and maintenance area with materials bins and covered parking spaces
- Raised central plaza for spectators
- Restroom/concession and staff office building
- Two parking lots with C.3 bioretention treatment areas
- Thematic street front signage and play area with miniature synthetic turf ball field and picnic areas



**Services:** Site assessment, site design, construction documents, and construction services

**Client:** City of San Jose  
Domenic Onorato, Program Manager  
200 East Santa Clara Street, 6<sup>th</sup> Floor  
San Jose, CA 95113  
408.535.3500 | [domenic.onorato@sanjoseca.gov](mailto:domenic.onorato@sanjoseca.gov)

**Project Relevancy:** Recreational Facility

**Construction Cost:** \$18 million

**Size:** 4.5 acres

**Schedule:** Completed July 2021



# C. EXPERIENCE/REFERENCES



VERDE DESIGN

## LEGACY FIELDS SPORTS COMPLEX, TRACY

**Project Description:** Verde Design has worked with the City of Tracy (City) and community from the master plan inception to development of construction documents for a 166-acre youth sports park, which is currently being built in phases. To date, the Legacy Fields Sports Complex contains two baseball complexes setup in a wagon-wheel layout with five fields each and an eight-field soccer complex.

The first phase of construction developed the infrastructure, site rough grading, drainage, irrigation pond and pump, entry drive, parking lots and pedestrian connections. The second phase developed the fields, fencing, and field access. The third phase developed restroom buildings, two concession stands, and additional hardscape and furnishings. Verde Design recently completed the fourth phase of improvements. Within this phase, we provided sports field lighting for 13 fields. Other improvements included scoreboards for five baseball fields, 19 shade structures for spectators, and two maintenance sheds. At the western baseball fields, warm-up areas, landscaping, and entries areas were included. Phase D was completed in 2020.

We are now in construction of the 5th phase, Phase E, which includes renovating the five eastern baseball fields to align with the western baseball fields. Parking lots are being paved and a new lot was included and electric vehicle charging infrastructure was also included. Entry and wayfinding signage was developed throughout the park.

### Relevancy:

- Infrastructure, road, and parking improvements
- Five baseball/softball complex of five with sports field lighting and parking
- Five small baseball/softball fields with parking, lighting for all fields, and picnic areas
- Fencing for foul lines and home run
- Eight field soccer complex with sports field lighting, spectator grandstands on four fields, warm up areas, restroom/concession building, and a spectator plaza
- Maintenance area
- Shade structure and site furnishings



**Client:** City of Tracy  
Brian MacDonald, Public Works Department  
520 Tracy Blvd  
Tracy, CA 95376  
209.831.6233 | [brian.macdonaldcityoftracy.org](mailto:brian.macdonaldcityoftracy.org)

**Services:** Master planning and construction documents

**Size:** 166 acres

**Construction Cost:** \$4.6 million (Phase D) and \$15.3 million (Phase E)

**Schedule:** Phase D completed June 2020 and Phase E is in construction (est. completion April 2023)

**Project Relevancy:** Recreational Facility

# C. EXPERIENCE/REFERENCES



VERDE DESIGN

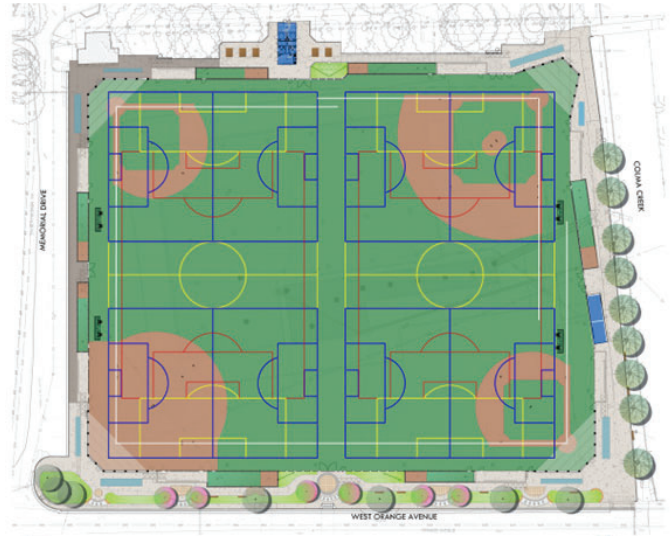
## ORANGE MEMORIAL PARK, SOUTH SAN FRANCISCO

**Project Description:** This sports field project replaces the existing natural grass baseball and softball fields at Orange Memorial Park with new synthetic turf multi-use softball, baseball and soccer fields. The fields will be improved with sports field lighting, chain-link backstops, electronic scoreboards and sound system, field associated fencing and netting, spectator concrete bleacher seating, pedestrian pathways with landscape and lighting, landscape irrigation and planting improvements, stormwater control and relocation and upgrade of an existing concessions building. The project will be installed over the new storm water capture system cistern, infiltration gallery, and associated piping. Existing conditions had a large baseball field and softball field in the opposite corner with a multi-use outfield. Renovations create a multi-use field with four backstops in the corners for a variety of baseball/softball age groups with three age groups of soccer fields in the middle.

### Relevancy:

- Convert existing natural grass fields to synthetic turf multi-use baseball, softball, and soccer fields
- Bullpen, dugouts, and batting cages
- Spectator seating, electronic scoreboard, and sound system, as well as security cameras and field lighting
- Stormwater control and treatment
- Park Wi-Fi and PA system relocation and upgrade of existing concessions building
- Landscape planting and irrigation including silva cells
- Protection of new stormwater capture system installed under future ballfields
- Parking lot renovations and future EVC infrastructure

**Services:** Space programming, environmental analysis, parking and circulation study, user group research and public process, conceptual design, master planning, budget level construction cost analysis, construction documents, bidding and construction support



**Client:** City of South San Francisco  
Philip Vitale, Jr., Deputy Director  
33 Arroyo Drive, South San Francisco, CA 94080  
650.877.8548 | philip.vitale@ssf.net

**Size:** 5.15 acres

**Construction Cost:** \$10 million (bid result)

**Schedule:** Summer 2023 estimated construction completion

**Project Relevancy:** Recreational Facility



# C. EXPERIENCE/REFERENCES



VERDE DESIGN



## MORGAN HILL OUTDOOR SPORTS CENTER MASTER PLAN, MORGAN HILL

**Project Description:** The Morgan Hill Outdoor Sports Center is an existing 38-acre sports park in the City of Morgan Hill. It includes two lighted synthetic turf multi-sport fields with covered bleachers seating, ten natural turf fields primarily used for soccer, a concession and restroom building, a hardscape promenade area, and paved parking lots. The sports park also includes the 8.5-acre Aquatics Center which offers competition sized pool, a water park, splash pad, bathrooms and locker rooms, a kitchen/concessions, and a parking lot. The City has recently acquired a 10-acre and a 3.8-acre parcels east and south of the Aquatics Center, respectively. The new acquisitions will greatly expand the park uses to a level required to host significant regional tournaments and sports events. The City selected Verde Design to develop a master plan to solicit community and stakeholder's input, and design the upgrades and expansion improvements for the sports park.

### Program:

- Renovated natural grass sports fields
- Addition of (2) new synthetic turf fields, one of the fields to have stadium capacity for 2000 spectators
- New buildings to support the new sport fields improvements – team building with lockers, community room/tournament building, home and visitor teams buildings, and restrooms

- A tournament level beach volleyball complex – (15) courts including one tournament court, spectator areas, ticketing, and restrooms
- Aquatics Center expansion to include a playground, shade structures, and a wave simulator
- A new park plaza, between the Aquatics Center and the sports fields, to include outdoor dining structures, play area, shade elements, and seating
- Expansion of existing promenade to include the team building, a playground, and space for food trucks
- Relocation and expansion of corp yard
- New parking lots to meet demand
- All sport fields to be lighted along with parking lots and egress paths

**Services:** Master planning, conceptual design, cost estimating, electrical concepts, meeting facilitation, and community engagement

**Client:** City of Morgan Hill  
Chris Ghione, Community Services Director  
17575 Peak Avenue, Morgan Hill, CA 95037  
408.782.9154 | [chris.ghione@morganhill.ca.gov](mailto:chris.ghione@morganhill.ca.gov)

**Construction Cost Estimate:** \$95 million (estimate)

**Size:** 60 acres

**Schedule:** Final City Council meeting in November 2023

## SPORTSFIELD PARK, NEWARK

**Project Description:** The City of Newark engaged Verde Design to program and facilitate an extensive public process that focused on the northern natural grass fields and an unused area north of their existing Silliman Community Center parking lot. The City was looking at replacing their grass fields with higher play sports fields, and to develop plans for building a skate park to the west of the new fields.

The public process generated a lot of interest and valuable feedback that was integrated into the final concepts and design of both the fields and skate park. With the need to provide more durable facilities within Silliman Community Center, it was the consensus that synthetic turf was the best surface for the fields. The sports field is setup for two full-size soccer fields and four U12 fields. The layout of the fields includes warm-up areas, storage boxes for the different user age groups, fencing, and practice backstops. The fields are supported by additional pedestrian and maintenance vehicle paths, picnic areas, C.3 storm water biofiltration, landscaping areas, and sports lighting.

The skate park is the realization of the diverse input we received during the fun and creative skater meetings where the participants used clay, pens, colored pencils, and their imagination to show what would make Newark's skatepark their skatepark. The skate facility is designed with shaded picnic tables and observation areas with safety rails to enable the skaters to go all out while those without boards can remain safe while right next to the action.

### Program:

- Synthetic turf soccer fields with practice baseball backstops and sports field lighting
- Concrete skatepark
- Picnic areas
- Observation areas with shade structures and picnic areas
- Improved and new circulation paths
- Landscape and irrigation

**Services:** Public process programming and facilitation, construction documents, bidding support, and construction administration



### PROJECT AWARD

American Public Works Association (APWA)  
2019 Project of the Year Award

**Client:** Jayson Imai, PE, QSD/QSP, Assistant City Engineer  
37101 Newark Boulevard  
Newark, CA 94560  
510.578.4671 | jayson.imai@newark.org

**Construction Cost:** \$4.6 million

**Size:** 6.8 acres

**Schedule:** Completed September 2019

**Project Relevancy:** Recreational Facility





## PROPOSED PROJECT PERSONNEL

### STAFFING CAPABILITY AND AVAILABILITY

To help the City of Brentwood (City) accomplish their future goals and project, we have hand-selected a team with specialized public recreational facility knowledge, problem-solving experience, and a history of successfully working together on an extensive list of projects for numerous agencies with similar scope to City's proposed project. Please see the following page for an organizational chart with Verde Design's key team member's and the tasks they will assigned to. Please see the Appendix each individual's resume with project license information, credentials, and project relevant experience, as well as project role. In addition to our project team, we have included the following subconsultants provide specialized services for your project.

### AKH STRUCTURAL ENGINEERS, INC.

Founded in San Jose in 1970, AKH Structural Engineers, Inc. (AKH) has been engaged in providing structural design services for its clients in the Bay Area for four decades, completing more than 5,500 projects after opening its offices. Since its inception, AKH has provided the structural designs for many educational facilities, municipal, hospital and medical facilities, as well as for numerous technical, industrial, research, retail and office buildings.

**Role:** Structural engineering services

**Key Contact:** Timothy D. Hyde, PE, SE (Principal): CA C40796, Professional Engineer and CA S3260, Structural Engineer

**Address:** 1505 Meridian Avenue, #B, San Jose, CA 95125

**Website:** [www.akhse.com](http://www.akhse.com)

### GEO-ENGINEERING SOLUTIONS

Geo-Engineering Solutions (GES) was established over 30 years ago as a geotechnical engineering and engineering geology consulting firm dedicated to finding cost effective and creative solutions to the earth and water challenges of its clients. The firm provides geotechnical engineering, engineering geology, and materials testing services to the public institutional as well as construction and development community of California.

**Role:** Geotechnical engineering services

**Key Contact:** Eric J. Swenson, GE, CEG (President/CEO): 1855 Professional Geologist and CA 2474 for Professional Engineer

**Address:** 2570 San Ramon Valley Blvd. Suite A102, San Ramon, CA 94583

**Website:** [www.geo-eng.net](http://www.geo-eng.net)

### KIER & WRIGHT

Since 1972, Kier + Wright has provided both private and public sector clients with engineering and surveying work that is efficient, cost-effective and forward-thinking. The firm is a medium sized firm with a staff of 178 staff members that is managed directly by 8 working principals. All our projects have a principal directly involved in them and each is available to our clients whenever they need them.

**Role:** Civil engineering services

**Key Contact:** Joe Thompson, PLS (Vice President): CA L 8121, Professional Land Surveying License

**Address:** 3350 Scott Blvd., Building 22, Santa Clara, CA 95054

**Website:** [www.kierwright.com](http://www.kierwright.com)

### RUSS MITCHELL & ASSOCIATES

Russell D. Mitchell & Associates, Inc. is a private consulting firm devoted to the design of quality irrigation systems and the effective use of water management techniques and technologies since 1970. Our design projects have included private custom residences, housing developments, city parks, street improvements, foreign government projects, commercial business parks and private, public and overseas golf courses.

**Role:** Irrigation design services

**Key Contact:** Chris Mitchell, ASIC (Principal)

**Address:** 760 Camino Diablo, Walnut Creek, CA 94597

**Website:** [www.rmairrigation.com](http://www.rmairrigation.com)

### SALAS O'BRIEN

Founded in 1975, Salas O'Brien expanded its reach and services to establish, a national, full service engineering and architectural firm. With a mission to create sustainable, quality solutions, SOBE prides itself on excellence. In the company's 40 year history, it has not seen a single professional or E&O claim. With a team of over 300 talented individuals, including engineers, architects, interior designers, drafters, cost estimators and administrative staff – the SOBE teams works together to provide cohesive, comprehensive design solutions.

**Role:** Electrical and mechanical engineering/architectural

**Key Contact:** Jeffry Gosal, PE (Vice President): CA E-18084, Electrical Engineer

**Address:** 305 South 11th Street, San Jose, CA 95112

**Website:** [www.salasobrien.com](http://www.salasobrien.com)

# D. STAFFING/TEAM

## TEAM ORGANIZATIONAL CHART

### CHART KEY

-  Verde Design
-  Key Verde Design Member



**Derek McKee, RLA**



**Title:** Principal-in-Charge  
**p.** 408.850.3410  
**e.** derek@verdedesigninc.com  
**Years with Firm:** 15 (co-founder)  
**Phases:** I-IV

**Daniel Collazos, RLA**



**Title:** Project Manager  
**p.** 408.850.3423  
**e.** danielc@verdedesigninc.com  
**Years with Firm:** 1.5  
**Phases:** I-IV

**Bill Drulias, RLA**



**Jamie Wallis, PE, QSD/QSP**



**Jerry Jiang**



**Mike Kuntz**



# E. PROPOSED APPROACH



VERDE DESIGN

## 1. OVER ALL PROJECT APPROACH

### APPROACH, DETAILED SCOPE & PARK PROGRAM INSIGHTS

The following Approach and detailed Scope of Services is an approach to completing the conceptual design, schematic plan design, design development, construction documentation, and bidding support outlined for the new City of Brentwood's (City) Sand Creek Sports Complex.

#### PROJECT APPROACH

Verde Design understands the general scope of services, including the complete development of the design and construction documents associated with the Sand Creek Sports Complex project, outlined in the RFQ. Past experience has taught us that the key to envisioning and developing public parks begins with a simple, clear approach - **Investigate, Listen, Understand** and **Recommend**.

Beginning with our initial kick-off meeting with City staff, we will establish project parameters, such as program, schedule, and budget.

#### STAKEHOLDER INVOLVEMENT

Verde Design works closely and collaboratively with City staff in a community process. This is a key element to obtaining input and validating the community's vision and priorities for the project. We propose the following series of meetings during the design process:

- Kick-off meeting with City staff - One (1)
- Site walk and survey review
- Community meeting - One (1)
- Parks and Recreation Commission meeting - One (1)
- City staff submittal review meetings - Four (4)

The process will have substantial input, as the design evolves and the process moves forward. At each presentation there will be a recap of the process including a synopsis of prior input received. A summary report of all meetings will be included in the final report. All graphics and presentation materials will be shared with staff prior to each meeting. Typical presentations may include a power point presentation with relevant graphics, graphic boards, and handouts. All materials are available electronically and so that staff can provide the design updates and meeting reports on the District's website if desired. We have proposed an optional service for an additional community meeting to occur first and develop an opportunity for programming input

from the community. Use-relationship graphics and program imagery would be developed and presented at an additional community meeting. We would review this presentation with staff prior.

In support of these efforts, we could develop an on-line survey to gather additional community input about the needs, opportunities and programming of the space. A draft survey will be developed and shared with the staff for review. We have proposed this service as an optional task. We typically publish the survey prior to the project milestones or community meetings. It will need to be live for two to three weeks. The information received will be analyzed and summary of the findings will be provided and utilized.

For the City of Marina, we are working on a bike pump track for a park there. We setup a community survey for the programming input for the bike park. A copy of the survey can be found here, which went live on January 10, 2021: <https://forms.gle/UYAeKunoHkJ36Y8S6>

**Investigate** - Establishing a solid foundation for success begins with project investigation. We will review existing utility documents, acquire the City provided site topographic survey, and conduct a site visit with City staff to confirm our understanding of the existing conditions and better evaluate the opportunities and constraints for developing the specific amenities identified.

We will contact the appropriate utility companies to verify the location of all known existing utility lines, meters, and easements, as necessary, to fully understand the requirements for the project. Our team is fully capable of providing all engineering services, including water, sewer, electrical, and structural, as may be required by the appropriate utility companies and permitting agencies. Through this investigation, we will gain a thorough understanding of the existing site conditions, topography, soils, and infrastructure. This site analysis effort will be utilized throughout the duration of the project, enabling educated and effective decisions to be made.

**Listen** - We will listen to stakeholders' concerns and desires, acknowledge the guidance provided by City staff, and communicate what we are hearing back to these parties so we can collectively move forward together with a shared goal. We will meet with staff to attain input on the desired program, layout, materials, and design. As an optional service, preliminary program options will be generated, and use-relationship diagrams created to help garner the input at

# E. PROPOSED APPROACH



VERDE DESIGN

the first community meeting. The preliminary program options / use-relationship diagrams are used to stimulate the input to attain priorities and comments.

To further support our clients' goals, the Verde Design team develops a detailed "Basis of Design" document as a means of tracking the programmatic input and infrastructural requirements for each project. This document is a summary of all the project information assembled to date, and represents the direction we, as a team, have agreed upon for the development of our conceptual designs.

**Understand** - Using the tools mentioned above, we expect to have nearly all of the information needed to develop design solutions that respond to site constraints, stakeholder input, and budget. These initial concepts will reflect the input we received in a graphic form, which everyone can understand and respond to.

By developing three (3) conceptual alternative plans for the parks development we can obtain authentic, focused input and direction. The options will convey different layouts, materials and configurations to enable the staff and community to provide input.

Demonstrating that we understand what is important, needed, required, and affordable is often the most challenging aspect of a project. We will prepare cost estimates for construction, as well as provide the City with identified issues relating to the options we have developed. We will meet with City staff first to review the conceptual alternatives. The designs will be updated and presented at the second community meeting.

Based on their input, we will update the design to a single preferred design labeled draft concept plan. Updated estimate and material imagery will be provided. We will review with staff, then update the presentation materials and assist staff with the commission report. We will prepare presentation material and present the draft concept to the Parks and Recreation Commission. If there are updates or comments required following this presentation, we will provide and coordinate with staff.

A schematic submittal will be setup to a 30% level to start to develop the systems design for the project. This will include a preliminary material, layout, grading, drainage, and storm water plans. Cost estimate will be updated to align with this submittal content. We will coordinate with the City's CEQA consultant during this phase and before the start of the construction document phase. Coordination with the Contra

Costa County Flood Control District will occur during the design and subsequent phases.

**Recommend** – With a clear concept developed, the community's vision will be developed into a biddable set of construction documents. Verde Design's expertise in taking projects from a conceptual design through construction will benefit you during the construction document phase, as we are experienced in creating plans that enable smooth bidding and construction.

As we move forward with the design development plans, our first step is to prepare the systems design and engineering. This will include our 65% plan package, which will identify proposed materials and finishes, identify the size and location of elements, delineate the layout of the overall sports complex, and review the overall project costs for our recommendations as to how we believe the project should be built to meet the qualitative expectations, as well as the schedule constraints. We will meet with City staff to discuss the design documents and receive comments and requested modifications, which will be incorporated into the final project design.

Following the City staff review of the 65% plan set, specifications, and estimate, we will continue to revisit the Basis of Design document to track changes and confirm that all components of the program are being addressed.

The 95% construction documents will then be developed and submitted for City staff review and comment. At this stage, the bid package will be submitted to the City's Building Department or plan check process for review and approval, if necessary. We will meet with the staff to review the submittal and our response to the comments, allowing us to move forward and complete the construction documents. Once we have reviewed City comments, we will make the final revisions and updates to the construction documents that will bring them to the Final 100%/Bid level.

At each submittal, we will include an updated cost estimate and schedule so the City staff can review and track the construction budget and construction timing. We will present the submittal and provide a page turn review of the submittal package. Each month will provide a progress report addressing updates, design modifications, costs, questions, and comment status. Verde Design will also provide technical assistance to the City during the bidding phase, and continued support through the construction phase (optional service). To support your staff, we will proactively



# E. PROPOSED APPROACH



VERDE DESIGN

participate during construction by addressing requests for information, shop drawings, submittals, and change orders. As issues or items arise, we will investigate why. We will listen to potential solutions, asking questions along the way, to ensure that we understand the full breadth of the issue so that we may make recommendations, which will take into account your budget, schedule, and the overall impacts to the success of the project.

## PARK PROGRAM INSIGHTS

Verde Design has reviewed the RFQ and project program and walked the site to review the current conditions. The following are design insights that we will consider when developing the conceptual plan, schematic plan and construction drawings.

**COMMUNITY ENGAGEMENT** - A tool we utilize is during the workshops we engage the community members with a breakout sessions. This works well at the conceptual alternative and draft schematic plan levels. During the workshop, we will present the design and basis for these considerations. Following the initial questions an input from the community, we will break up into groups. Each group will have a table with the graphics and green, red and blue pens. The group will comment on the plans with green being positive elements, red highlighting items they don't like and blue representing items missing that they would like to incorporate. Each group presents their review to the entire community. This process works well because they are able to be engaged and review in detail the proposed plans. Our team will also rotate around the room and ask questions and help the groups. Their input is assembled and we typical scan the plan comments. We usually have them provide input on their favorite design if options are presented.

**PERIMETER FENCING, BACKSTOPS, AND NETTING** - We will review the perimeter fencing and netting needs. With proximity to the street and providing an active recreation area, fencing can provide a safety barrier to the adjacent streetscape. Along the private properties, we can review fencing needs. We will review options for perimeter field edge fencing and netting systems to reduce foul balls.

**IRRIGATION** - We have a certified irrigation designer consultant that will provide the system design. City standards will be incorporated into the layout and material selection. AB 1881 alignment can be provided along with irrigation calculations if required.

**AGENCY & UTILITY COORDINATION** - Agency coordination will need to be defined to what we need to provide. With utility agencies, we will coordinate the services needed for new service or utilizing existing. PG&E and water service are typical needs for new park development. Our team can provide the applications, load needs and initiate this coordination.

**RESTROOM BUILDING** - Typically for these project parameters, we are using a pre-fabricated restroom. We have been working with Public Restroom Company and other similar companies to provide. We have an optional service for the City purchase the plans directly and then have them be reviewed by the City's Building Department. This helps speed up the timeline but there can be issues with sole sourcing. An optional service is provided to develop a site designed restroom and storage building.

**ELECTRICAL** - The need for electricity at the park is needed for the restroom building, field lighting, irrigation controller and park egress lighting if desired. We can review options for providing power outlets in the park as well. We have provided other parks with solar lighting but more expensive per fixture.

**GRADING** - The site is relatively flat, which will work well for the planning and layout of the park. We have completed other parks with storm water bioremediation and controlled flow and the intention of keeping the storm water on site. The ADA compliant design will also provide accessible circulation for all members of the community, regardless of their ability.

**STORMWATER MANAGEMENT** - Most of our projects require compliance with storm drainage requirements. We have found that each community has differing approaches to storm water management, and we will work with you on project implementation strategies. Today we are required to integrate retention basins, detention ponds, water gardens, infiltration basins, and bio-swales to clean drainage water, prevent erosion, or retain the runoff on site. We use a number of methods to ensure that our projects meet or exceed Storm Water Pollution Prevention and established storm drainage requirements. We encourage the use of pervious paving but only in areas where it will provide the most benefit. There are limitations for pervious paving such as costs, bearing capacity and maintenance but there are positive benefits relating to storm water runoff.

**GREEN INFRASTRUCTURE PLANNING** - Sustainable design is at the heart of our name and we have embraced

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VERDE DESIGN

the challenge of designing for the future. We create spaces that achieve the goals of our clients while using available resources in a sustainable manner. We have staff trained with LEED, Bay Friendly and irrigation auditing and design certifications. At Verde Design, we review each project for ways to incorporate sustainability for the long-term into the design. A few of the methods we use to create sustainable facilities are designing water and energy conserving irrigation systems, addressing long-term maintenance requirements, specifying recycled and recyclable materials whenever available, and protecting and restoring environmentally sensitive habitats.

**Sports Fields** - The fields could be setup for a multi-use application for baseball/softball and field sports like soccer, lacrosse and football. We would meet with staff to review the various sports, age groups and schedule for potential sports use of the field. Identifying the specific age groups and sports is key for determining the sport striping needs. Having completed many multi-use fields, it is important to look at striping, safety zones for player runout, spectator areas, accessibility and foul ball landing areas. Storage for soccer goals and equipment is also important.

**Synthetic Turf** - For synthetic turf, we have specified and used all the manufacturers that should be considered for this project. No design firm has completed more synthetic turf fields than our firm in California. Selecting a manufacturer to use is not an easy process. We have setup prequalification interviews or submittals for manufacturers to narrow the field and interest levels and would recommend this approach prior to bidding. It is beneficial to have the turf representatives interview to understand all of their options, infill, and costs. Many products are changing on a frequent basis and the representatives well let us know of any updates or new products. Having them compete benefits the City because there are typically cost savings or items included for free like maintenance for the life of the turf. In our bids, we have selected a field of manufacturers per a qualification process, followed agency standards for a product, CMAS purchasing or opened it up to bidding which can be more difficult to find equivalent products and comparison to costs.

**Synthetic Turf Infill** - We have been using the alternative infills like cork, coconut, or olive pits instead of the SBR or ground tire rubber. The organic infills help keep the field cooler and have a better smell and appearance. These alternative infills have been installed in several fields in the Bay Area and we can provide a listing of these facilities

with the types of turf and infill for review and field visits. Alternative infills cost more than rubber. We have been using short pile heights of turf like 2" to 2.25" to reduce the quantity of infill. Alternative infills are also less resilient than SBR so we recommend a pad be installed.

**Manufactured Engineered Base Mats** - With the alternative infill use, almost all the fields we have designed incorporate products like Brock or composite drainage / shock attenuation pad systems. This type of pad system will provide all the shock attenuation needs and provide additional drainage. A 6" drain rock base is provided below the pad.

**Life Cycle** - Verde Design is often asked to provide life cycle costs analysis for recreational facilities projects. While synthetic turf is initially more expensive to install than natural turf, over the life of the field we have found that synthetic turf is often the better financial decision. These fields are typically warranted for 8-10 years. The benefit comes in the second or third surfacing for the field that is only the synthetic turf and not the drainage and rock base that is half of the initial installation cost.

**Natural Grass** - We design many fields with natural turf. Fields range from little league fields to division one college facilities. The turf types can be the same for that range of use but the drainage, soil profile, irrigation and grading can have differences. We utilize seed, stolons, and sod installations for the surfacing.

## 2. SCOPE OF WORK

### PRELIMINARY DESIGN SERVICES

1. Project start-up.
  - a. Establish files and in-house documentation.
  - b. Receive all available data, maps, reports, etc.
  - c. Obtain City documents relating to the site and other requirements, standards, and regulations for development of the facilities.
  - d. Coordinate and setup the topographic maps provided by City.
  - e. Update and provide input on the milestone schedule with design team.
2. Kick-Off Meeting:
  - a. Meet with City staff to determine the project intent, scope, project budget and timetable.
  - b. Identification of roles and responsibilities of consultant team and City staff.



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VERDE DESIGN

- c. Review the existing preliminary plan, proposed park improvements and steps toward input, consensus and development of the design process.
  - d. Review proposed new park amenities.
  - e. Review the storm water basin, coordination efforts with Contra Costa County Flood Control District (CCCFCD) and other similar City park projects in basins.
  - f. Review or develop the project's goals and objectives with staff.
  - g. Scheduling, by purpose, for each phase of the design process and any other public hearings, commission(s), or Council involvement.
  - h. Review the draft schedule submitted with the proposal and coordinate updates and adjustments.
3. Site and Data Review:
- a. Review assembled project data, as-builts and historical information.
  - b. Review City codes, ordinances, standards and policies pertaining to project design.
  - c. Review and record utility information related to electrical, sewer, communications, irrigation and storm drainage.
  - d. Site topographic survey setup and prepare initial base plan.
  - e. Provide a geotechnical engineer report.
    - i. Prepare a geologic hazard study
    - ii. Provide CPT soundings and borings. Total of six to eight borings ranging from depths between ten feet and 30 feet. Total of eight to ten CPT soundings will be required.
    - iii. Percolation testing
    - iv. Laboratory testing
    - v. Engineering analysis and report preparation
  - f. Review management and maintenance practices and concerns with City staff.
  - g. Site visit to review prepared survey, perform visual analysis and become familiar with existing conditions and constraints. We recommend walking the site with City staff to review conditions and known issues or constraints.
4. Design Objectives & Program Input:
- a. Develop and refine the project goals and objectives.
  - b. Provide recommendations for code compliance, utility service, sustainability, safety and facility condition.
  - c. Generate a park program and specific site uses list for the prioritized amenities.

5. Prepare a Project Schedule:
- a. Schedule is to include City review periods of a minimum two weeks for each submittal.

## Conceptual Plan Development

The Consultant team shall plan to participate in at least one (1) community meeting, one (1) Parks and Recreation Commission (PRC) meeting, for approval of the conceptual plan for final design. The Consultant shall:

1. Part A - Community Meeting for Conceptual Alternatives Input.
  - a. Prepare a minimum of three (3) conceptual plans and other materials.
  - b. Provide construction cost estimates based on the conceptual alternative designs.
  - c. Develop material board and option with images or graphics.
  - d. Provide a basis of design narrative.
  - e. Meet with City staff to review the presentation materials.
  - f. Prepare and refine community meeting materials, presentation materials displaying the three conceptual designs, and any other material needed to garner input from the public to determine a final design concept.
  - g. Attend and present at the community meeting and prepare a summary of input collected from the meeting.
2. Part A – Draft Concept Input & PRC Meeting.
  - a. Prepare the draft conceptual plan, incorporating the input received at the community meeting and from City staff.
  - b. Update the material boards.
  - c. Update the basis of design narrative.
  - d. Update the construction cost estimate.
  - e. Meet with staff to review the draft conceptual plan, updated estimate and prepare for the PRC meeting.
  - f. Assist the City with presentation materials for the PRC meeting.
  - g. Materials may include providing the conceptual design electronically and on presentation boards, calculations, areas, etc.
  - h. Attend, present and assist City staff at the meeting.
3. Develop a Schematic Design (30%) Submittal.
  - a. Finite Design – Develop a refined design and layout
  - b. Material Plan
  - c. Furnishings & Materials
  - d. Preliminary Layout Design
  - e. Preliminary Grading Design

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- f. Preliminary Drainage, Storm Basin & C.3 Plan.
- g. CCCFCD Coord.
- h. Preliminary cost estimate.
- i. Meet with staff to review the package and City comments.
4. Assist the City with identifying CEQA-required mitigations and environmental issues, as necessary. Services required to be provided by an environmental planning firm City is providing.
5. Coordination with the CCCFCD on the project approach, their requirements and update the project schedule.

## DESIGN DEVELOPMENT/CONSTRUCTION DOCUMENTS

Upon approval of the project requirements, and the agreement between City and Consultant on the design concept and scope, the Consultant shall:

1. Prepare and submit 65% design and construction documents, including drawings, technical specifications, calculations, and other necessary documents. Design development/construction documents shall include all elements of the project, including, but not limited to, civil, electrical, traffic control, landscaping, and stormwater management. Plans to include:
  - a. Cover sheet
  - b. Existing Conditions Plans
  - c. Erosion and Sediment Control Plan
  - d. Demolition Plans
  - e. Grading Plans
  - f. Drainage / Utility Plans
  - g. Storm Water Control Plans
  - h. Layout Plans
  - i. Materials and Detail Reference Plans
  - j. Irrigation Plans
  - k. Planting Plans
  - l. Construction Details and Enlargements
  - m. Irrigation and Planting Details
  - n. Civil Engineering Plans for the Storm Water Basin and Parking Lot.
  - o. Architectural plans for a pre-fabricated restroom and storage building.
  - p. Electrical Plans
  - q. Structural Plans.
2. Supporting documentation includes drainage calculations, technical specifications, cost estimates, catalog cuts, and product literature.
3. Prepare applications for all required permits, including, but not limited to, regulatory agency review, building permits, utility service, etc.

4. CCCFCD coordination.
5. Meet with City staff to review comments on the submittal. Revise plans and specifications, as necessary, to reflect City comments and directions. Coordinate building department comments and update plans.
6. Prepare and submit 95% design and construction documents based on the City's 65% submittal review comments. The same review and revision process described above for the 65% submittal shall repeat for the 95% submittals.
7. City building department submittal.
8. Provide the SWPP application, narrative and NOI services by our QSD.
9. Prepare and submit 100% design and construction documents based on the City's 95% submittal review comments.
10. Project administration and coordination of all team members.

## BIDDING SERVICES

1. Project administration and coordination of all team members.
2. Pre-qualification setup for plans and coordination with City staff.
3. Attend pre-bid meeting and site walk. Assist with agenda and presentation.
4. Answer questions during bidding.
5. Prepare addenda
6. Evaluate the bids received and provide a recommendation on award.
7. Prepare a conform set of plans for construction purposes.
8. Project administration and coordination of all team members.

## OPTIONAL SERVICES

1. Community Meeting (1) for Programming Input – Optional Service.
  - a. Prepare information from the existing conditions and site analysis.
  - b. Develop a preliminary program list of potential park development elements.
  - c. Develop preliminary use-relationship diagrams showing program areas, connections and layout.
  - d. Meet with City staff to review the preliminary program, use-relationship diagrams and existing conditions items.
  - e. Revise the presentation graphic and information to reflect City comments and prepare for the additional community meeting.
  - f. Attend and present at the community meeting (1) and prepare a summary of input collected from the meeting.
2. Prepare a single community survey, develop on-line ques-

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- tions, and review the results of the survey.
3. Provide pre-fabricated restroom and storage building engineered/stamped plans from vendor.
4. Develop a site designed restroom and storage building to include architecture, electrical, mechanical and structural design services.
5. Credit for pre-fabricated restroom and storage building design.
6. Electrical vehicle charging stations (five stations).
7. Electrical design for wireless access points (WAPs) throughout the site.
8. Security cameras through the outdoor areas.
9. Access plans for building department review.
10. Construction Services.
  - a. Advise and consult with City during construction.
  - b. Attend the pre-construction meeting.
  - c. Review and approve shop drawings and submittals in a timely manner.
  - d. Assist staff with RFI responses.
  - e. Provide field directives for updates to the plans.
  - f. Assist the City in evaluating any necessary contract change orders.
  - g. Provide forty site visits/construction meetings to review construction progress.
  - h. Provide a punch list and may require multiple visits.
  - i. As-builts and closeout documents review.
  - j. Project administration.
  - k. Additional City staff meetings for bi-weekly meetings.
- d. Design for areas not identified in the project understanding.
- e. Geotechnical testing during construction.
- f. SWPPP QSD services for a level 3 project and QSP services.
- g. Underground utility surveys.
- h. Permit fees associated with the project.
- i. Inspection and testing required during construction.
- j. Pump or well design.
- k. LEED services.
- l. Synthetic turf irrigation cooling system
- m. Irrigation audit.

## PROPOSED DELIVERABLES

## SPECIAL PROVISIONS

1. Services or information required from the City.
  - a. Improvement plans for any existing utilities servicing site.
  - b. Any new development plans that may be related to the project site.
  - c. Applicable City standards and guidelines.
  - d. City specifications and electronic title block.
  - e. Inspection and testing during construction.
  - f. CEQA consultant
  - g. Topographical site survey
  - h. Bid set copies for project team.
2. Without attempting to be all-inclusive, and for purposes of clarity, the following items are specifically not included in the Scope of Services.
  - a. Meetings other than those listed.
  - b. Off-site improvements – streets, traffic lights and utility runs.
  - c. Additional renderings or presentations beyond what is included in the scope of work.
1. Schematic design.
  - a. Project schedule.
  - b. Preliminary Program & Use-Relationship Diagrams – Optional service.
  - c. Conceptual alternatives plans (3).
    - i. Material boards and imagery.
    - ii. Construction cost estimates for each conceptual alternative plan.
    - iii. Summary of collected input from community meeting.
  - d. Draft Conceptual Plan.
    - i. Material boards and imagery updates.
    - ii. Construction Cost Estimates updates.
    - iii. Presentation Materials for PRC meeting.
2. Schematic design submittal - (2) hard copies with full size and half size.
3. Design Development/Construction Documents.
  - a. 65% submittal package - (2) hard copies with full size and half size and PDF format files.
  - b. Plans, Specifications and Cost Estimate.
    - i. Drainage calculations
    - ii. Catalogue cut sheets and product literature
  - c. 95% submittal package - (2) hard copies with full size and half size and PDF format files.
    - i. Plans, Specifications and Cost Estimate.
  - d. Final 100% submittal package - (1) wet signed hard copy set and (1) set of digital format files.
    - i. Plans, Specifications and Cost Estimate.
4. Bidding Support.
  - a. Responses to Bidder Requests for Information.
  - b. Responses to Contractor Requests for Information.
  - c. Addenda.
  - d. Conform set of plans.



## 3. PROJECT SCHEDULE

We have prepared the following draft schedule for the City of Brentwood's (City) project based on the tasks, notice to proceed date, and preliminary schedule included in the provided RFQ. At the kick-off meeting, we will review the overall project scope, schedule, identify critical path items, discuss any project constraints, confirm milestones events, and prepare a draft project schedule for consideration. This schedule will include such items as community input process, Parks and Recreation Commission (PRC) target presentation, submittal dates, review meetings, and any relevant milestones.

Based on the November 28, 2022 start date, we will have the conceptual alternatives setup in January 2023 with our first community meeting occurring then too. The final draft concept will be setup in February and March and presented to the PRC in their March meeting. The CEQA process and timeline will be important to verify. A negative declaration or mitigated negative declaration are the probable approaches with a large new park development with the new field lighting, traffic and creek proximity factors. This process could start in January 2023 and could take five or more months to complete. Conclusion of the CEQA process will be important to be able to move forward with the construction documents.

Based on this timeline for CEQA, construction documents could start in June and have a duration of approximately five months. We have included a building department review and approval task. With these schedule tasks, this sets us up well to bid the project in December 2023 and January 2024. This is our preferred timeframe to bid a project and have seen very positive bids. Our project in Tracy at Legacy Fields bid this last January and our bids were quite good and very similar in size and scope to this project.

This bidding schedule should allow for construction to start in March 2024. With this start date, the grading and utility work should be completed in the dry months for the phase one area and should also be completed in the phase 2 area. If the field will be utilizing seeding for the natural grass fields, we will need to be coordinate the schedule for the window of seeding which has windows based on the grass type being warm or cool season grasses. The use of sod can help but even warm season sod like Bermuda grass will not be aggressive to establish in the colder months. Regarding the phase 2 area in the stormwater basin, we will need to review the extent of grading operations and renovation - determine the schedule for this area of work. CCCFCD will also need to be coordinated with to determine their regulations for work

in the basin which could have requirements for no work in the winter months. This could delay work until and then we would need to have the contractor focus on this area of construction to get the natural grass fields setup prior to the next rain season. Please see below for draft schedule with tasks and durations.

TASK	SCHEDULE
<b>PRELIMINARY DESIGN SERVICES</b>	
Project Start	11/28/2022
KO Meeting	11/29
Site Visit with City staff	11/29
Site topographical Survey Setup	11/29 - 12/2
Geotechnical Investigation & Report	12/5 - 1/31
Conceptual Alternatives Development	12/2 - 12/9
Staff Review Meeting	12/12
Conceptual Alt. Development Updates	1/2 - 1/13
Community Meeting	1/17
Final Draft Concept Development	1/18 - 2/1
Staff Review Meeting	2/22
Final Draft Concept Devlpmnt. Refinement	2/23 - 3/9
Parks and Recreation Commission	3/23
30% Progress Submittal	3/27 - 4/24
Staff Review Meeting	4/25
Staff Review of 30% Submittal	4/26 - 5/10
Staff Review Meeting	5/11
CEQA Process & Coordination	1/17 - 5/31
<b>65% DESIGN DEVELOPMENT</b>	
65% Submittal – Design & Engineering	6/1 - 7/14
Submittal to City	7/17
Staff Review of 65% Submittal	7/18 - 8/1
Staff Review Meeting	8/2
<b>95% CONSTRUCTION DOCUMENTS</b>	
95% Submittal – Design & Engineering	8/3 - 9/22
Submittal to City	9/26
Staff Review of 95% Submittal	9/27 - 10/11
Building Department Review	9/27 - 10/27
Staff Review Meeting	10/12
<b>100% CONSTRUCTION DOCUMENTS</b>	
100% Submittal	11/6 - 1/22
Submittal to City	11/27
<b>BID PERIOD</b>	12/4 - 1/26/24
<b>CONTRACT APPROVAL</b>	Feb/March 2024
<b>CONSTRUCTION START</b>	March 2024





## 4. PROJECT MANAGEMENT

### PROJECT MANAGEMENT

Verde Design is an integrated landscape architecture and civil engineering firm specializing in award-winning recreational-focused spaces. We provide our clients with comprehensive planning, design, and construction management services, and serve cities, counties, and parks and recreations districts, as well as local municipal agencies, businesses, non-profit organizations, community groups, and public and private K-12 schools, colleges, and universities.

We are passionate about these spaces and are committed to creating lasting facilities that serve California's communities. Our principals are actively involved in our projects and our clients' satisfaction is their top priority. We approach each project by developing a thorough understanding of our clients' challenges and goals.

We staff our projects with a team of creative problem solvers, and draw upon our in-house site planning, grading and drainage, planting, and irrigation design expertise, to provide solutions that meet or beat project schedules and remain within the established project budgets.

We will meet with our consultant team typically at the beginning of each phase and during the engineering and design stages for periodic check-ins and status updates. Our team's offices are close to one another, and we can coordinate the work and design updates efficiently. When we receive comments from City staff or agencies, we will meet with the team to review and coordinate the comment resolution.

### COMMUNICATION WITH THE CLIENT

On every project, we assign a project manager. Our project managers will work with the project principal to develop and refine project schedules, costs, and project progression. The project manager is in regular contact with the cities via email and phone communication on the progress and coordination and will be no exception for your projects. There are typically many emails used to

coordinate questions, review opportunities, and input. We document meetings with meeting reports, provide submittal comment responses typically in Excel, generate a Basis of Design document for the design and program input, and can create an information or data request log, if requested. Each submittal includes a progress report to recap budget/costs status, design updates, questions, and general progress.

We have included several staff meetings to review project status and updates with the City. We are providing an optional service for bi-weekly meetings. We have utilized this approach for the projects for a regular check in with staff to coordinate efforts and work through the design and engineering efforts.

### BUDGET ALIGNMENT & CONSTRUCTION COST ESTIMATING

Recent construction market costs have escalated with materials, labor and too many construction projects and not enough contractors. Due these developments, the costs are increasing. What we could afford a couple of years ago is less which can affect the total development.

Working with the project team, we develop the costs early and include contingencies. We develop our own estimates and work with suppliers to verify current costs and expectations on timing. There are several contractors we have relationships with to review current market costs and our estimates and unit pricing. With the electrical scope, we like to include them early in the process to provide accurate electrical scope and estimates. Electrical work has also dramatically increased in costs and important to capture early.

We work with staff to ascertain the specific construction budget and compare our estimates to the budget as we progress. Typically, we setup a base package and have bid alternates to enhance the project. The base package tries to target 5-10% below the budget and then utilize alternates. We include standard contingencies for mobilization, SWPPP, staking, bonding, and contractor

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VERDE DESIGN

project management. Other contingencies include design contingency for refinement of the design through construction documents, construction contingency for converging unforeseen conditions in construction and bidding construction for the current impacted market.

## PROJECT SCHEDULE ADHERENCE

At the kick-off meeting, we will review the overall project scope, schedule, identify critical path items, discuss any project constraints, confirm milestones events, and prepare an updated project schedule for consideration. This schedule will include such items as submittal dates, review/presentation meetings, community, and governing body milestones. We are flexible on the schedule and scope of services tasks and will work with staff to refine. If scope items are reduced, then we can reduce the schedule length.

As the schedule is refined and dates are set, we will make staffing assignments within Verde Design and arrange internal workloads to meet your deadlines. As lead consultant, we will also be carefully coordinating the work of our team consultants to ensure that their work is completed on schedule. We work with our clients to setup a schedule that is attainable. Our clients can attest to our ability to meet schedules and be prepared for each event and task. Typically, we see schedules needing adjustment based on client schedule issues. As stated above, we are flexible and will provide the commitment to the project and schedule needs.

## PROJECT STAFFING

As the schedule is refined and dates are set, we will make staffing assignments within Verde Design and arrange internal workloads to meet your deadlines. Because of our experienced staff, we are able to complete a large quantity of work in a very short period of time as may be required. Coordination of staff resource needs for all projects is discussed internally during our weekly production meeting. The meeting includes all project managers who are prepared to discuss the projected needs of their individual projects.

If the City of Brentwood's Sand Creek Sports Complex project has additional needs or an urgent matter, we can assign additional staff resources. Many of our clients can attest to our ability to assist and support the City staff with the variety of requests it takes to complete a project.

On most of our projects, Verde Design is the prime consultant hired by the public agency. We typically work with the same team of consultants we have proposed for this project. Each of our team members understands our process and commitment to the timeline, budget and delivering an exceptional level of quality PS&E packages.

## QUALITY CONTROL

Quality Control allows us to meet one of our primary goals: to develop long-term relationships with our clients. We are proud of the fact that over 90% of our business comes from repeat clients. Our dedication to quality control throughout the life of a project is one of the ways we establish the trust that leads to these long-term relationships. As an example, during the development of the construction documents, we have a licensed professional who is not part of the project team provide a 'fresh eyes' review of the documents for design and constructability.

Before each submittal, we request draft submittals from any and all team consultants, review and comment on their materials, and return them to the consultants for updating. We then include the revised documents in our submittal package to you. During submittal review meetings, we share comments with you in order to jointly decide how to address any issues and reach a consensus on design and next steps. Our quality control procedures have enabled us to meet or beat project schedules and remain well within the established project budgets.

## 5. QUALITY OF WORK

Please see the shared box link listed below for samples of drawings which help demonstrate our specific abilities relevant to your proposed project:

<https://bit.ly/3fNuxSb>





## DEREK MCKEE RLA PRINCIPAL-IN-CHARGE | VERDE DESIGN, INC.

Derek McKee is a principal and co-founder of Verde Design, responsible for client relationships and production coordination. Practicing landscape architecture for more than 27 years, he has worked on public parks, habitat restoration/preservation, athletic facilities, school facilities, and mass transit design. For public park and community projects, his role has included overall management throughout project duration, community facilitation, design of facilities, quality control, and cost preparation/

budget coordination. Public works projects are his focus providing programming, design, and construction documentation expertise. He has worked on large regional parks over 100 acres to mini-parks for smaller communities. His projects have earned several notable awards and distinctions. Most recently, the American Public Works Association (APWA) recognized the City's of Campbell's John D Morgan Park with its 2022 Environmental Project of the Year, >\$5M category. Additionally, volunteering and providing community support, Derek has been a public works commissioner, board member for a community park conservancy, and is active with CPRS on several committees.

**Role:** Derek will be your advocate to keep your project on target to meet your goals. He will be responsible for contract administration oversee design development, and staff coordination. As the design development proceeds, he will review all aspects of the project with the City to confirm that all goals are met.

## QUALIFICATIONS & RELEVANT EXPERIENCE

B.S., Landscape Architecture, California Polytechnic State University, San Luis Obispo, 1993

CA 4148, Landscape Architect, 1995

American Society of Landscape Architects  
American Sports Builders Association  
California Parks and Recreation Society  
District 4 Board, Current

Coalition for Adequate School Housing  
Green Roofs for Healthy Cities  
Sports Turf Managers Association NorCal Board, Current

City of Santa Cruz, Public Works Commission  
2005-2013

City of Santa Cruz - Clean River, Beaches and Ocean Tax Oversight Committee  
Guadalupe River Park Board of Directors,  
2004-2009

### City of Seaside

- David Cutino Park (2019)
  - Synthetic turf field
  - Playground and picnic area
  - Skate park and parking lot
  - ADA-compliance
  - Master plan

### City of Campbell

- John D Morgan Park (2021)
  - New play structure with wheelchair accessibility
  - Engagement berm with slides
  - Swing and sway zone
  - Tot play zone and spinner zone
  - Accessible drinking fountain, pathways, and picnic areas

### City of San Jose

- Arcadia Softball Complex (2017)
  - Wagon wheel four field complex
  - Natural turf
  - Restroom/concession bldg
  - Maintenance yard
- Hanchett Park (2021)
  - Master plan
  - Personal spots to sit and rest
  - Shade tree grove and shade structure
  - Screen fencing and safety lighting
  - Group gathering space and dining spaces
  - Active recreation areas
  - Children and adult activities
  - Environmental learning features

- Tamien Park (2021)
  - Natural grass multi-use field
  - All-weather walking track/path
  - Playground with custom features
  - Synthetic turf volleyball court
  - Basketball court
  - Pathways and raised planters with seat walls
  - Restrooms and picnic areas
  - Stage and exercise/fitness area
  - Solar lighting
  - Parking lot and landscaping

### City of East Palo Alto

- Martin Luther King, Jr. Park (2022)
  - All-inclusive play area
  - Athletic and recreational fields
  - Hardcourts and bocce courts
  - Dog park
  - Exercise and senior equipment
  - Amphitheater/performance area
  - New restroom building
  - Nature walks and birding platform
  - Parking lot and ADA compliance
  - Spaces for picnicking/spectating/general recreation



## DEREK MCKEE RLA (CONTINUED) PRINCIPAL-IN-CHARGE | VERDE DESIGN, INC.

### City of East Palo Alto

- Martin Luther King, Jr. Park (2022)
  - Master plan
  - All-inclusive play area
  - Athletic and recreational fields
  - Hardcourts and bocce courts
  - Dog park
  - Exercise and senior equipment
  - Amphitheater/performance area
  - New restroom building
  - Nature walks and birding platform
  - Parking lot and ADA compliance upgrades
  - Spaces for picnicking/spectating/general recreation

### City of Palo Alto

- Mitchell Park Magical Bridge Playground (2014)
  - Magical bridge - all-inclusive play areas with custom playhouse
  - Pathways, elevated walks, seat walls, and donor walls
  - Specialty fencing, custom site furnishings, and lighting
  - Landscaping and irrigation

### City of Morgan Hill

- Magical Bridge Playground (2022)
  - Magical Bridge all-inclusive play area and custom structures
  - Donor features and outdoor classroom
  - Site landscaping
  - Pedestrian, vehicular circulation, and parking lot
- Nob Hill Park (2017)
  - Picnic areas and exercise stations
  - Hiking trails and two slides
  - Park wi-fi
- Railroad Park (2017)
  - Train depot-themed all-inclusive playground and structures
  - Observation areas
  - Lighting, wi-fi, and security cameras
  - Restroom building

- Third Street Creek Park (2017)
  - Revegetation of natural oak grassland area and creek riparian corridor
  - Redevelopment of surrounding streets for neighborhood and park access
  - Parking lot
  - Pathway and park lighting
  - Park wi-fi and security cameras
  - Vehicular and pedestrian bridge
- West Little Llagas Creek Trails (2020)
  - Trails, native landscape, and lake overlook
  - Parling lot
  - HAWK and RRFB intersections
- Outdoor Sports Center (2022)
  - Master plan
  - Aquatics Center expansion to include a playground, shade structures, and a wave simulator
  - New park plaza with outdoor dining structures, play area, shade elements, and seating
  - New buildings to support the new sport fields improvements
  - Beach volleyball complex
  - Renovated athletic fields
  - New parking lots
  - Lighted paths along with parking

### City of Tracy

- Legacy Fields Sports Complex (current)
  - Little League complex of five small and two large fields
  - Babe ruth complex of five small fields
  - Futbol soccer complex of four lighted fields
  - TYSL soccer complex of four fields
  - Parking lot
  - Restrooms and concession building
  - Maintenance building
  - Shade structures

### City of Watsonville

- City-Wide Parks Strategic Plan (2019)
- City Plaza Restroom (2021)
  - Restroom building
  - ADA access path
  - Parking
  - Site improvements
- City Plaza (2020)
  - Master plan
  - Refurbished historical fountain
  - Picnic and game table areas
  - ADA-compliance
  - Paving upgrades
  - Site furnishing, landscaping, and irrigation
- Ramsay Park (2020)
  - Master plan
  - Natural grass soccer fields
  - Multi-use synthetic turf field
  - Expanded family center
  - Play area and dog park
  - BMX pump track
  - ADA-compliance
  - Expanded parking lots
- Ramsay Park Connector Trails (2020)
  - Pedestrian ADA and vehicular trails
  - Slough overlook
  - Site improvements

### City of South San Francisco

- Orange Memorial Park (current)
  - Four baseball/softball fields
  - Multi-use soccer fields
  - Sports field lighting
  - Entry elements

### City of Marina

- Gloria-Jean Tate Park (2019)
  - Design development for a 4.2-acre community park with bicycle pump track, community buildings, picnicking, turf area, and creative playgrounds



## DANIEL COLLAZOS RLA

PROJECT MANAGER | VERDE DESIGN, INC.

As a landscape architect for Verde Design, Daniel brings maturity to the field of landscape architecture. With advanced technical skills and a passion for design, Daniel creates designs that are both elegant and precise. With strong organizational skills, he is capable of handling large, complex projects. With native Spanish speaking skills, he is ready to assist with charrettes where he excels at interacting with the public.

**Role:** Daniel will lead preparation of graphics, meeting preparation, and conceptual design and construction documents/packages. His responsibilities include overall daily management of the project, project scoping, and establishing the project schedule. During the startup phase, he will work with the team to attain input from your staff, and develop project programs, and respond to development issues, as well as direct supervision of drafting personnel.

### QUALIFICATIONS & RELEVANT EXPERIENCE

M.S., Landscape Architecture, University of California, Berkeley, 2013

M.S., Chemical Engineering, West Virginia University, 1994

B.S., Chemical Engineering, West Virginia University, 1992

CA 6307, Landscape Architect

American Society of Landscape Architects

Rescape (Bay-Friendly) Qualified

#### City of East Palo Alto

- Martin Luther King, Jr. Park (2022)
  - Master plan
  - All-inclusive play area
  - Athletic and recreational fields
  - Hardcourts and bocce courts
  - Dog park
  - Exercise and senior equipment
  - Amphitheater/performance area
  - New restroom building
  - Nature walks and birding platform
  - Parking lot and ADA compliance upgrades
  - Spaces for picnicking/spectating/general recreation

#### City of South San Francisco

- Orange Memorial Park (current)
  - Four baseball/softball fields
  - Multi-use soccer fields
  - Sports field lighting
  - Entry elements

#### City of East Palo Alto

- Martin Luther King, Jr. Park (2022)
  - Master plan
  - All-inclusive play area
  - Athletic and recreational fields
  - Hardcourts and bocce courts
  - Dog park
  - Exercise and senior equipment
  - Amphitheater/performance area
  - New restroom building
  - Nature walks and birding platform
  - Parking lot and ADA compliance
  - Spaces for picnicking/spectating/general recreation

#### City of Marina

- Gloria-Jean Tate Park (2019)
  - Design development for a 4.2-acre community park with bicycle pump track, community buildings, picnicking, turf area, and creative playgrounds

- Gloria-Jean Tate Park (2019)
  - Asphalt bicycle pump track (including separate beginner and intermediate routes, berm/jump elements, , and curved wall-rides)
  - Picnic areas
  - ADA parking improvements
  - ADA access to existing building
  - Native and adapted landscaping
- City Park at the Dunes (2019)
  - Design development for 17-acre historic park with chapel, aquatics, passive turf for sports and playgrounds

#### City of Tracy

- Legacy Fields Sports Complex (current)
  - Little League complex of five small and two large fields
  - Babe ruth complex of five small fields
  - Futbol soccer complex of four lighted fields
  - TYSL soccer complex of four fields
  - Parking lot and maintenance bldg
  - Restrooms and concession building
  - Shade structures



## BILL DRULIAS RLA

ASSOCIATE, DIRECTOR OF DESIGN | VERDE DESIGN, INC.

Bill joined Verde Design at its inception in 2007 and contributes his passion for design excellence, and creative energy to our projects. As director of design, he supports the project team through establishing project design goals, the preparation of spatial hierarchies, functional uses, and recommendations for the integration of a wide palette of materials. He reviews all design efforts to ensure that they are executed in a comprehensive, creative, and positive manner. Taking the project's planning and design concepts, Bill develops them into solid design plans. He is also responsible for visual communication. He coordinates the plan graphics using color, sketches, and models to aid in providing clear communication to the client and community.

**Role:** Bill will work with Derek and Daniel, and will oversee the design process and graphics development. He will review options for all of the project components for sustainability. He has developed a sustainable checklist that can be compared to all elements in the park to present sustainable decisions. Sustainable elements include paving, grading, drainage, native plant selection, irrigation, building components, as well as material selection.

## QUALIFICATIONS & RELEVANT EXPERIENCE

B.S., Landscape Architecture, California  
Polytechnic State University, San Luis Obispo,  
1975

Rio Hondo College, Whittier, Associate of Arts,  
Architecture, 1972

CA 2069, Landscape Architect, 1982

Past Executive Committee and current umpire  
of the Santa Cruz County Baseball Umpire  
Association

California Parks and Recreation Society

### City of Sunnyvale

- Fair Oaks Park (2022)
  - Magical Bridge all-inclusive playground
  - Synthetic turf baseball, soccer, and multi-use fields
  - Picnic and park amenities upgrade
  - Hardcourts reconstruction
  - Lighting and ADA upgrades
  - Dog park

### City of Campbell

- John D Morgan Park (2021)
  - New play structure with wheelchair accessibility
  - Engagement berm with slides

- Swing and sway zone
- Tot play zone and spinner zone
- Accessible drinking fountain, pathways, and picnic areas

### City of Santa Clara

- Carli Park (2017)
  - Site planning and layout
  - Play equipment and site furnishings
  - Grading, planting, and irrigation
  - ADA-compliance

### City of Seaside

- David Cutino Park (2019)
  - Synthetic turf multi-use field
  - Playground and picnic area
  - Skate park and parking lot
  - ADA-compliance

### City of Campbell

- John D Morgan Park (2021)
  - New play structure with wheelchair accessibility
  - Engagement berm with slides
  - Swing and sway zone
  - Tot play zone and spinner zone
  - Accessible drinking fountain, pathways, and picnic areas

### City of San Jose

- Arcadia Softball Complex (2017)
  - Wagon wheel four field complex
  - Natural turf
  - Restroom/concession bldg
  - Maintenance yard
- Hanchett Park (2021)
  - Master plan
  - Personal spots to sit and rest
  - Shade tree grove and shade structure
  - Screen fencing and safety lighting
  - Group gathering space and dining spaces
  - Active recreation areas
  - Children and adult activities
  - Environmental learning features
- Tamien Park (2021)
  - Natural grass multi-use field
  - All-weather walking track/path
  - Playground with custom features
  - Synthetic turf volleyball court
  - Basketball court
  - Pathways and raised planters with seat walls
  - Restrooms and picnic areas
  - Stage and exercise/fitness area





## JAMIE WALLIS PE, QSD/QSP ASSOCIATE, CIVIL ENGINEER | VERDE DESIGN, INC.

Jamie joined Verde Design in 2014. As a civil engineer, and recent associate, she is responsible for managing current design projects, maintaining and building client relationships, and overseeing the rest of the production team in many aspects of each project she is involved in. During Jamie's time with Verde Design, she has assisted or managed a variety of projects, including public parks, athletic fields, and school facilities. Jamie also provides stormwater calculations, stormwater pollution prevention plans, and QSD service to ensure that the new facilities are designed in compliance with stormwater and C.3 requirements, if needed. Jamie utilizes her experience as a former NCAA D1 athlete, and her technical design skills, to produce innovative solutions to unique project issues.

**Role:** Jamie will support the civil engineering and documentation aspects of the project. She will work with Derek and Daniel to coordinate the engineering and production of construction documents and provide stormwater calculations for the project to ensure compliance with stormwater regulations and C.3 requirement.

### QUALIFICATIONS & RELEVANT EXPERIENCE

*B.S., Civil Engineering, Santa Clara University, Santa Clara, 2013*

*CA C86612, Professional Engineer, obtained in 2016 (expires 3/31/2023)*

*CA QSD/QSP certification #26164, obtained in 2016 (expires 12/16/2022)*

#### City of South San Francisco

- Orange Memorial Park (current)
  - Four baseball/softball fields
  - Multi-use soccer fields
  - Sports field lighting
  - Entry elements

#### City of San Jose

- Tamien Park (2021)
  - Natural grass multi-use field
  - Synthetic turf volleyball court
  - All-weather walking track/path
  - Playground with custom features
  - Basketball court
  - Pathways and raised planters with seat walls
  - Restrooms and picnic areas
  - Stage and exercise/fitness area
  - Solar lighting
  - Parking lot and landscaping

#### City of Burlingame

- Murray Soccer Field (2016)
  - Renovation of synthetic turf field
  - Feasibility Study

#### City of Foster City

- Catamaran Park (2016)
  - ADA-compliant playground & synthetic turf beach

#### City of Milpitas

- Milpitas Sports Center (2016)
  - Synthetic turf multi-use fields

#### City of Redwood City

- Red Morton Community Park (2016)
  - Renovation of three fields and four tennis courts

#### San Lorenzo Unified School District-KIPP Public Charter Schools, San Lorenzo

- KIPP King Collegiate High School
  - Synthetic turf multi-use field (2019)

#### Los Gatos-Saratoga Union High School District, Los Gatos

- Los Gatos High School
  - Multi-use field (2017)
  - Baseball stadium (2015)

- Eight-lane track and synthetic turf field (2015)
- Natural grass practice field and discus area (2015)
- Saratoga High School
  - Synthetic turf baseball field replacement (current)
  - Multi-use field improvements (2015)
  - Synthetic turf softball and multi-use field (2015)

#### South San Francisco Unified School District, South San Francisco

- El Camino High School (2019)
  - Synthetic turf softball field
- South San Francisco High School (2019)
  - Softball and baseball fields

#### Santa Clara Unified School District, Santa Clara

- Santa Clara High School (2020)
  - Synthetic turf multi-use field
  - Track & field improvements
- Wilcox High School (2020)
  - Synthetic turf multi-use field
  - Track & field improvements



Verde Design proposes the following preliminary fee based on the project scope understanding and approach we have proposed. Our subconsultant fees are being provided as estimates based on the program, available information, and our experience in designing public projects. If we are selected to perform the professional services for the City of Brentwood (City), we would review project tasks, consultant needs and overall process to update and modify the professional compensation. Please see the following fee worksheet that outlines scope of services tasks with hourly rates and time estimates for each of the following phases of work.

## PROFESSIONAL COMPENSATION

For the scope of services and products identified in this proposal, Verde Design respectfully requests the following lump sum fee including all reasonable reimbursable expenses that are outlined to be included in each project.

INDIVIDUAL TASKS	TOTAL
Phase I: Preliminary Design Services	\$ 356,505
Phase II: Design Development / 65% Construction Documents	\$ 367,320
Phase III: 95% Construction Documents	\$ 368,688
Phase IV: 100% & Bid Construction Documents	\$ 185,210
Phase V: Bidding Services	\$ 53,085
<b>TOTAL</b>	<b>\$1,330,808</b>

OPTIONAL SERVICES	TOTAL
Programming Graphics & Additional Community Meeting	\$ 11,660
Community Survey	\$ 3,960
Pre-Fabricated Restroom Building Stamped Plans	\$ 12,975
Credit Pre-Fabricated Restroom Building Design	\$ 45,100
Site Designed Restroom Building	\$ 134,130
Electrical Vehicle Charging Stations (Five)	\$ 16,100
Wireless Access Points in Outdoor Areas	\$ 75,450
Security Camera Systems	\$ 70,400
Access Plan	\$ 4,085
Additional City Staff Review Meetings – Bi-weekly	\$ 32,025
Construction Services	\$ 246,470

We look forward to meeting with you to review our proposed scope, fees and services and how Verde Design can work with the City of Brentwood Community on the improvements of the Sand Creek Sports Complex project.

Sincerely,  
**VERDE DESIGN, INC.**

Derek McKee, RLA, Principal (Authorized Signature)  
 408.850.3410 | derek@verdedesigninc.com  
 2455 The Alameda, Santa Clara, CA 95050  
 www.verdedesigninc.com



## VERDE DESIGN

### Charge Rate Schedule

Effective until December 31, 2023

The following chart outlines the current charge rate for professional and office costs. Reimbursable rates and expenses are shown at the bottom.

#### Project Rates

Principal	\$265.00 per hour
Project Manager/Construction Manager	
Level Four	\$250.00 per hour
Level Three	\$230.00 per hour
Level Two	\$185.00 per hour
Level One	\$170.00 per hour
Project Engineer	
Level II	\$190.00 per hour
Level I	\$175.00 per hour
IT Manager	\$185.00 per hour
CAD Manager	\$180.00 per hour
Project Designer	\$165.00 per hour
Job Captain/Staff Engineer/Construction Administrator	\$155.00 per hour
Draftsperson Level II	\$150.00 per hour
Draftsperson Level I	\$145.00 per hour
Project Administrator	\$90.00 per hour
Intern	\$80.00 per hour

#### Reimbursable Rates

Blueprints, Printing and Reproductions	Cost plus 10%
Sub Consultant Services	Cost plus 10%

#### Reimbursable Expenses

Blueprints and Reproductions	Travel Expenses
Photography	Parking and Toll Expenses
Models and Renderings	Permit Fees
Postage/Overnight Mail Service	Courier Delivery Service

Charge Rate Schedule is subject to revisions.



VERDE DESIGN

# PRICE

Verde Design

Date: October 10, 2022

PROJECT: Sand Creek Sports Complex

CLIENT: City of Brentwood

PROJECT NUMBER: 22172001549M

TASKS	MIKE JC	JERRY CM	BILL DOD	\$250.00	DANIEL PM III	\$230.00	DEREK PIC	\$265.00	Verde Total Fees	GEO-ENG SOLUTIONS Geotech	Kier & Wright Civil	SOBE Architect, Electrical & Mechanical	AKH Structural	RMA Irrigation	PUBLIC RESTROOM COMPANY	TOTAL FEES
<b>PHASE I - PRELIMINARY DESIGN SERVICES</b>																
1	2.0	\$310.00	\$180.00	\$0.00	2.0	\$460.00	2.0	\$530.00	\$1,480.00							\$1,480.00
2	2.0	\$310.00	\$360.00	\$0.00	4.0	\$920.00	2.0	\$530.00	\$2,120.00							\$2,120.00
3		\$0.00	\$0.00	\$0.00	2.0	\$460.00	1.0	\$265.00	\$725.00							\$725.00
4	4.0	\$620.00	\$0.00	\$0.00	4.0	\$920.00	1.0	\$265.00	\$1,805.00	\$30,000.00						\$31,805.00
5	4.0	\$620.00	\$540.00	\$0.00	2.0	\$460.00	1.0	\$265.00	\$1,885.00							\$1,885.00
6	5.0	\$775.00	\$900.00	\$0.00	4.0	\$920.00	2.0	\$530.00	\$4,125.00							\$4,125.00
7	8.0	\$1,240.00	\$1,080.00	\$0.00	8.0	\$1,840.00	1.0	\$265.00	\$4,925.00							\$4,925.00
7	24.0	\$3,720.00	\$0.00	\$0.00	20.0	\$4,600.00	4.0	\$1,060.00	\$9,880.00							\$9,880.00
8																
9	5.0	\$775.00	\$5,400.00	\$5,000.00	12.0	\$2,760.00	6.0	\$1,590.00	\$22,500.00		\$8,000.00					\$30,500.00
10	1.2	\$1,860.00	\$1,440.00	\$1,000.00	4.0	\$920.00	1.0	\$265.00	\$5,485.00							\$5,485.00
10	4.0	\$620.00	\$0.00	\$250.00	4.0	\$920.00	3.0	\$795.00	\$2,585.00							\$2,585.00
11	5.0	\$775.00	\$0.00	\$500.00	4.0	\$920.00	2.0	\$530.00	\$2,725.00		\$500.00					\$3,225.00
11	8.0	\$1,240.00	\$720.00	\$0.00	6.0	\$1,380.00	2.0	\$530.00	\$3,870.00		\$7,000.00					\$10,870.00
14	10.0	\$1,550.00	\$360.00	\$500.00	10.0	\$2,300.00	8.0	\$2,120.00	\$6,830.00							\$6,830.00
8																
9	4.0	\$6,200.00	\$4,320.00	\$4,000.00	12.0	\$2,760.00	6.0	\$1,590.00	\$18,870.00		\$6,500.00					\$25,370.00
10	8.0	\$12,400.00	\$7,200.00	\$5,000.00	3.0	\$690.00	1.0	\$265.00	\$3,415.00							\$3,415.00
10	2.0	\$310.00	\$0.00	\$0.00	2.0	\$460.00	1.0	\$265.00	\$1,035.00							\$1,035.00
11	5.0	\$775.00	\$0.00	\$500.00	4.0	\$920.00	2.0	\$530.00	\$2,725.00		\$500.00					\$3,225.00
14	8.0	\$1,240.00	\$720.00	\$0.00	6.0	\$1,380.00	2.0	\$530.00	\$3,870.00		\$7,000.00					\$10,870.00
14	10.0	\$1,550.00	\$360.00	\$500.00	8.0	\$1,840.00	8.0	\$2,120.00	\$6,370.00							\$6,370.00
8																
9	4.0	\$6,200.00	\$7,200.00	\$10,000.00	30.0	\$6,900.00	10.0	\$2,650.00	\$32,950.00							\$32,950.00
10	4.0	\$6,200.00	\$5,400.00	\$3,000.00	8.0	\$1,840.00	4.0	\$1,060.00	\$17,500.00			\$12,000.00		\$5,000.00		\$34,500.00
11	12.0	\$1,860.00	\$1,080.00	\$2,000.00	6.0	\$1,380.00	2.0	\$530.00	\$6,850.00							\$6,850.00
12	24.0	\$3,720.00	\$3,600.00	\$3,000.00	8.0	\$1,840.00	4.0	\$1,060.00	\$13,220.00							\$13,220.00
12	4.0	\$6,200.00	\$4,320.00	\$5,000.00	12.0	\$2,760.00	6.0	\$1,590.00	\$19,870.00							\$19,870.00
13	4.0	\$6,200.00	\$5,400.00	\$5,000.00	24.0	\$5,520.00	6.0	\$1,590.00	\$23,210.00		\$9,500.00					\$33,210.00
11	8.0	\$1,240.00	\$720.00	\$1,000.00	2.0	\$1,380.00	2.0	\$530.00	\$4,870.00		\$750.00					\$5,620.00
14	10.0	\$1,550.00	\$720.00	\$0.00	6.0	\$1,380.00	2.0	\$530.00	\$4,180.00							\$4,180.00
15	8.0	\$1,240.00	\$1,440.00	\$1,500.00	6.0	\$1,380.00	6.0	\$1,590.00	\$7,150.00							\$7,150.00
16	25.0	\$3,875.00	\$1,800.00	\$3,750.00	25.0	\$5,750.00	20.0	\$5,300.00	\$20,475.00		\$2,000.00					\$22,475.00
17	10.0	\$1,550.00	\$1,080.00	\$1,000.00	10.0	\$2,300.00	5.0	\$1,325.00	\$7,255.00							\$7,255.00
<b>Reimbursables</b>																
<b>SUBTOTAL:</b>																
	468.0	\$72,540.00	\$49,840.00	\$50,000.00	262.0	\$40,260.00	123.0	\$32,595.00	\$267,555.00	\$30,000.00	\$27,750.00	\$26,000.00	\$0.00	\$5,000.00	\$0.00	\$356,505.00



# PRICE



VERDE DESIGN

## Verde Design

Date: October 10, 2022

PROJECT: Sand Creek Sports Complex

CLIENT: City of Brentwood

PROJECT NUMBER: 22172001549M

TASKS	MIKE JC	\$155.00	JERRY CM	\$180.00	BILL DOD	\$250.00	DANIEL PM III	\$230.00	DEREK PIC	\$265.00	Verde Total Fees	GEO-ENG SOLUTIONS Geotech	Kier & Wright Civil	SOBE Architect, Electrical, &	AKH Structural	RMA Irrigation	PUBLIC RESTROOM COMPANY	TOTAL FEES	
<b>PHASE II - DESIGN DEVELOPMENT (65%)</b>																			
1 Design Team Meeting to Review City's Direction	8.0	\$1,240.00	4.0	\$720.00	2.0	\$500.00	8.0	\$1,840.00	2.0	\$530.00	\$4,830.00								\$4,830.00
2 Update Base Plan as per Approved Concept	5.0	\$775.00	3.0	\$540.00	1.0	\$250.00	1.0	\$230.00		\$0.00	\$1,795.00								\$1,795.00
Cover Sheet	4.0	\$620.00	1.0	\$180.00		\$0.00		\$0.00		\$0.00	\$800.00								\$800.00
Existing Conditions Plan	4.0	\$620.00		\$0.00		\$0.00		\$0.00		\$0.00	\$620.00								\$620.00
Demolition Plan	30.0	\$4,650.00	20.0	\$3,600.00	4.0	\$1,000.00	4.0	\$920.00	2.0	\$530.00	\$10,700.00								\$10,700.00
Grading Plan	50.0	\$7,750.00	40.0	\$7,200.00	30.0	\$7,500.00	12.0	\$2,760.00	4.0	\$1,060.00	\$26,270.00								\$26,270.00
Drainage and Utility Plan	50.0	\$7,750.00	40.0	\$7,200.00	30.0	\$7,500.00	12.0	\$2,760.00	4.0	\$1,060.00	\$26,270.00								\$26,270.00
Storm Water Quality Plan	30.0	\$4,650.00	16.0	\$2,880.00	6.0	\$1,500.00	12.0	\$2,760.00	4.0	\$1,060.00	\$12,850.00								\$12,850.00
Layout Plan	20.0	\$3,100.00	20.0	\$3,600.00	20.0	\$5,000.00	12.0	\$2,760.00	4.0	\$1,060.00	\$15,520.00								\$15,520.00
Material/Detail Reference Plan	50.0	\$7,750.00	24.0	\$4,320.00	20.0	\$5,000.00	12.0	\$2,760.00	4.0	\$1,060.00	\$20,890.00								\$20,890.00
Enlargement Plan	50.0	\$7,750.00	24.0	\$4,320.00	20.0	\$5,000.00	12.0	\$2,760.00	4.0	\$1,060.00	\$20,890.00								\$20,890.00
Irrigation Plan	4.0	\$620.00	2.0	\$360.00	1.0	\$250.00	4.0	\$920.00	1.0	\$265.00	\$2,415.00				\$15,000.00				\$17,415.00
Planting Plan	20.0	\$3,100.00	4.0	\$720.00	10.0	\$2,500.00	6.0	\$1,380.00	2.0	\$530.00	\$8,230.00								\$8,230.00
Construction Details	24.0	\$3,720.00	24.0	\$4,320.00	6.0	\$1,500.00	6.0	\$1,380.00	2.0	\$530.00	\$11,450.00								\$11,450.00
Civil Plans - Storm Water Basin & Parking Lot	8.0	\$1,240.00	4.0	\$720.00	10.0	\$2,500.00	8.0	\$1,840.00	2.0	\$530.00	\$6,830.00								\$6,830.00
Architecture Plans - Pre-fabricated Building	4.0	\$620.00	2.0	\$360.00	1.0	\$250.00	4.0	\$920.00	2.0	\$530.00	\$2,680.00			\$12,000.00					\$14,680.00
Electrical Plans	4.0	\$620.00	2.0	\$360.00	1.0	\$250.00	4.0	\$920.00	2.0	\$530.00	\$2,680.00			\$6,500.00					\$67,680.00
Structural Plans	4.0	\$620.00	2.0	\$360.00	4.0	\$1,000.00	2.0	\$460.00	1.0	\$265.00	\$2,705.00			\$17,500.00					\$20,205.00
3 Project Technical Specifications	10.0	\$1,550.00	4.0	\$720.00		\$0.00	8.0	\$1,840.00	4.0	\$1,060.00	\$5,170.00								\$5,170.00
4 Cost Estimate	12.0	\$1,860.00	4.0	\$720.00		\$0.00	6.0	\$1,380.00	4.0	\$1,060.00	\$5,020.00								\$5,020.00
5 Cur Sheets	8.0	\$1,240.00	6.0	\$1,080.00	4.0	\$1,000.00	4.0	\$920.00	2.0	\$530.00	\$4,770.00								\$4,770.00
6 CCCFCD Coordination	6.0	\$930.00	6.0	\$1,080.00	5.0	\$1,250.00	5.0	\$1,150.00	5.0	\$1,325.00	\$5,735.00								\$5,735.00
7 Redline and Review Quality Control	10.0	\$1,550.00	10.0	\$1,800.00	8.0	\$2,000.00	8.0	\$1,840.00	8.0	\$2,120.00	\$9,310.00								\$9,310.00
8 Submittal Preparation and Coordination	10.0	\$1,550.00	8.0	\$1,440.00	4.0	\$1,000.00	10.0	\$1,150.00	4.0	\$1,060.00	\$6,200.00								\$6,200.00
9 Review meetings with City (2)	12.0	\$1,860.00	5.0	\$900.00	2.0	\$500.00	12.0	\$2,760.00	10.0	\$2,650.00	\$8,670.00								\$8,670.00
10 Project Administration	10.0	\$1,550.00	6.0	\$1,080.00	6.0	\$1,500.00	10.0	\$2,300.00	6.0	\$1,590.00	\$8,020.00								\$8,020.00
Reimbursables											\$2,500.00								\$2,500.00
<b>SUBTOTAL:</b>	<b>447.0</b>	<b>\$69,285.00</b>	<b>281.0</b>	<b>\$50,580.00</b>	<b>195.0</b>	<b>\$48,750.00</b>	<b>182.0</b>	<b>\$40,710.00</b>	<b>83.0</b>	<b>\$21,995.00</b>	<b>\$233,820.00</b>	<b>\$0.00</b>	<b>\$24,000.00</b>	<b>\$77,000.00</b>	<b>\$17,500.00</b>	<b>\$15,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$367,320.00</b>

TASKS	MIKE JC	\$155.00	JERRY CM	\$180.00	BILL DOD	\$250.00	DANIEL PM III	\$230.00	DEREK PIC	\$265.00	Verde Total Fees	GEO-ENG SOLUTIONS Geotech	Kier & Wright Civil	SOBE Architect, Electrical, &	AKH Structural	RMA Irrigation	PUBLIC RESTROOM COMPANY	TOTAL FEES	
<b>PHASE III - 95% CONSTRUCTION DOCUMENTS</b>																			
1 Review Submittal Comments from City	8.0	\$1,240.00	4.0	\$720.00	2.0	\$500.00	8.0	\$1,840.00	2.0	\$530.00	\$4,830.00								\$4,830.00
Cover Sheet	2.0	\$310.00		\$0.00		\$0.00		\$0.00		\$0.00	\$310.00								\$310.00
Existing Conditions Plan	2.0	\$310.00		\$0.00		\$0.00		\$0.00		\$0.00	\$310.00								\$310.00
Demolition Plan	1.60	\$2,480.00	1.20	\$2,160.00	4.0	\$1,000.00	6.0	\$1,380.00	1.0	\$265.00	\$7,285.00								\$7,285.00
Grading Plan	50.0	\$7,750.00	25.0	\$4,500.00	12.0	\$3,000.00	10.0	\$2,300.00	4.0	\$1,060.00	\$18,610.00								\$18,610.00
Drainage and Utility Plan	50.0	\$7,750.00	25.0	\$4,500.00	12.0	\$3,000.00	10.0	\$2,300.00	4.0	\$1,060.00	\$18,610.00								\$18,610.00
Storm Water Quality Plan	20.0	\$3,100.00	20.0	\$3,600.00	8.0	\$2,000.00	10.0	\$2,300.00	2.0	\$530.00	\$11,530.00								\$11,530.00
Layout Plan	4.0	\$620.00	3.0	\$540.00	10.0	\$2,500.00	8.0	\$1,840.00	1.0	\$265.00	\$16,205.00								\$16,205.00
Material/Detail Reference Plan	60.0	\$9,300.00	30.0	\$5,400.00	18.0	\$4,500.00	12.0	\$2,760.00	4.0	\$1,060.00	\$23,020.00								\$23,020.00

# PRICE

Verde Design

Date: October 10, 2022

PROJECT: Sand Creek Sports Complex

CLIENT: City of Brentwood

PROJECT NUMBER: 22172001.549M



VERDE DESIGN

TASKS	MIKE JC	JERRY CM	\$180.00	BILL DOD	\$250.00	DANIEL PM III	\$230.00	DEREK PIC	\$265.00	Verde Total Fees	GEO-ENG SOLUTIONS Geotech	Kier & Wright Civil	SOBE Architect, Electrical &	AKH Structural	RWA Irrigation	PUBLIC RESTROOM COMPANY	TOTAL FEES
Enlargement Plan	60.0	\$9,300.00	\$5,400.00	18.0	\$4,500.00	1.20	\$2,760.00	2.0	\$530.00	\$22,490.00							\$22,490.00
Irrigation Plan	2.0	\$3,110.00	\$3,600.00	1.0	\$2,500.00	4.0	\$920.00	1.0	\$265.00	\$2,105.00					\$12,000.00		\$14,105.00
Planting Plan	24.0	\$3,720.00	\$2,160.00	10.0	\$2,500.00	4.0	\$920.00	2.0	\$530.00	\$9,830.00							\$9,830.00
Construction Details	30.0	\$4,650.00	\$4,320.00	12.0	\$3,000.00	8.0	\$1,840.00	4.0	\$1,060.00	\$14,870.00							\$14,870.00
Civil Plans - Storm Water Basin & Parking Lot	4.0	\$6,200.00	\$7,200.00	8.0	\$2,000.00	6.0	\$1,380.00	2.0	\$530.00	\$5,250.00		\$24,000.00					\$29,250.00
Architecture Plans - Pre-fabricated Building	4.0	\$6,200.00	\$3,600.00	2.0	\$500.00	4.0	\$920.00	2.0	\$530.00	\$2,930.00		\$16,000.00					\$18,930.00
Electrical Plans	4.0	\$6,200.00	\$3,600.00	2.0	\$500.00	4.0	\$920.00	2.0	\$530.00	\$2,930.00		\$70,000.00					\$72,930.00
Structural Plans	4.0	\$6,200.00	\$3,600.00	4.0	\$1,000.00	2.0	\$460.00	1.0	\$265.00	\$2,705.00			\$15,000.00				\$17,705.00
Project Specifications (Div. II)	10.0	\$1,550.00	\$720.00	4.0	\$300.00	8.0	\$1,840.00	2.0	\$530.00	\$4,640.00							\$4,640.00
Cost Estimate	12.0	\$1,840.00	\$720.00	4.0	\$300.00	6.0	\$1,380.00	4.0	\$1,060.00	\$5,020.00							\$5,020.00
CCFCED Coordination	6.0	\$930.00	\$3,600.00	1.0	\$250.00	6.0	\$1,380.00	0.5	\$132.50	\$3,052.50		\$750.00					\$3,802.50
Redline and Review Quality Control	10.0	\$1,550.00	\$1,800.00	8.0	\$2,000.00	8.0	\$1,840.00	8.0	\$2,120.00	\$9,310.00							\$9,310.00
Submittal Preparation and Coordination	8.0	\$1,240.00	\$720.00	4.0	\$300.00	8.0	\$1,380.00	1.0	\$265.00	\$3,605.00							\$3,605.00
Building Department Submittal & Comment Coord.	20.0	\$3,100.00	\$1,800.00	4.0	\$1,000.00	16.0	\$1,840.00	4.0	\$1,060.00	\$8,800.00		\$10,000.00					\$22,300.00
Review meetings with City (2)	12.0	\$1,840.00	\$900.00	2.0	\$500.00	12.0	\$2,760.00	10.0	\$2,650.00	\$8,670.00							\$8,670.00
Project Administration	10.0	\$1,550.00	\$1,080.00	6.0	\$1,500.00	10.0	\$2,300.00	6.0	\$1,590.00	\$8,020.00							\$8,020.00
<b>Reimbursables</b>										\$2,500.00							\$2,500.00
<b>SUBTOTAL:</b>	<b>468.0</b>	<b>\$72,540.00</b>	<b>\$48,420.00</b>	<b>144.0</b>	<b>\$36,000.00</b>	<b>182.0</b>	<b>\$39,560.00</b>	<b>69.5</b>	<b>\$18,417.50</b>	<b>\$217,437.50</b>	<b>\$0.00</b>	<b>\$24,750.00</b>	<b>\$96,000.00</b>	<b>\$18,500.00</b>	<b>\$12,000.00</b>	<b>\$0.00</b>	<b>\$368,687.50</b>

TASKS	MIKE JC	JERRY CM	\$180.00	BILL DOD	\$250.00	DANIEL PM III	\$230.00	DEREK PIC	\$265.00	Verde Total Fees	GEO-ENG SOLUTIONS Geotech	Kier & Wright Civil	SOBE Architect, Electrical &	AKH Structural	RWA Irrigation	PUBLIC RESTROOM COMPANY	TOTAL FEES
Review 95% Submittal Comments	1.0	\$1,860.00	\$1,800.00	2.0	\$500.00	1.0	\$2,760.00	2.0	\$530.00	\$7,450.00							\$7,450.00
Revisions to Plans, Specifications and Estimate	100.0	\$15,500.00	\$15,300.00	30.0	\$7,500.00	50.0	\$11,500.00	12.0	\$3,180.00	\$52,980.00		\$15,000.00	\$50,000.00	\$12,000.00	\$7,500.00		\$137,480.00
Redline and Review Quality Control	10.0	\$1,550.00	\$1,800.00	8.0	\$2,000.00	8.0	\$1,840.00	8.0	\$2,120.00	\$9,310.00							\$9,310.00
CCFCED Coordination	8.0	\$1,240.00	\$720.00	1.0	\$250.00	6.0	\$1,380.00	1.0	\$265.00	\$3,855.00		\$750.00					\$4,605.00
SWPPP Permit	16.0	\$2,480.00	\$1,800.00	10.0	\$3,000.00	8.0	\$1,840.00	1.0	\$265.00	\$6,385.00		\$750.00					\$7,135.00
Submittal Preparation and Coordination	8.0	\$1,240.00	\$1,080.00	6.0	\$900.00	8.0	\$1,840.00	6.0	\$1,600.00	\$4,160.00							\$4,160.00
Review meetings with City (2)	12.0	\$1,840.00	\$900.00	2.0	\$500.00	12.0	\$2,760.00	10.0	\$2,650.00	\$8,670.00							\$8,670.00
Project Administration	8.0	\$1,240.00	\$720.00	4.0	\$300.00	6.0	\$1,380.00	4.0	\$1,060.00	\$4,400.00							\$4,400.00
<b>Reimbursables</b>										\$2,000.00							\$2,000.00
<b>SUBTOTAL:</b>	<b>174.0</b>	<b>\$26,970.00</b>	<b>\$24,120.00</b>	<b>43.0</b>	<b>\$10,750.00</b>	<b>110.0</b>	<b>\$25,300.00</b>	<b>38.0</b>	<b>\$10,070.00</b>	<b>\$99,210.00</b>	<b>\$0.00</b>	<b>\$16,500.00</b>	<b>\$50,000.00</b>	<b>\$12,000.00</b>	<b>\$7,500.00</b>	<b>\$0.00</b>	<b>\$185,210.00</b>

TASKS	MIKE JC	JERRY CM	\$180.00	BILL DOD	\$250.00	DANIEL PM III	\$230.00	DEREK PIC	\$265.00	Verde Total Fees	GEO-ENG SOLUTIONS Geotech	Kier & Wright Civil	SOBE Architect, Electrical &	AKH Structural	RWA Irrigation	PUBLIC RESTROOM COMPANY	TOTAL FEES
Pre-qualification of Bidders	8.0	\$1,240.00	\$3,600.00		\$0.00	8.0	\$1,840.00	6.0	\$1,590.00	\$5,030.00			\$1,500.00				\$6,530.00
Pre-Bid Meeting/Site Walk	2.0	\$310.00	\$0.00		\$0.00	8.0	\$1,840.00	6.0	\$1,590.00	\$3,740.00							\$3,740.00
Answer Questions & Issues from Contractor	12.0	\$1,860.00	\$1,440.00	4.0	\$1,000.00	10.0	\$2,300.00	4.0	\$1,060.00	\$7,660.00							\$7,660.00
Prepare Addenda	1.0	\$155.00	\$2,160.00	2.0	\$500.00	1.0	\$2,300.00	6.0	\$1,590.00	\$8,410.00		\$2,200.00	\$4,000.00	\$1,500.00	\$7,500.00		\$16,860.00
Bid Evaluation	4.0	\$620.00	\$0.00		\$0.00	4.0	\$920.00	4.0	\$1,060.00	\$2,135.00							\$2,135.00
Conform Set of Plans	20.0	\$3,100.00	\$2,160.00	12.0	\$2,160.00	8.0	\$1,840.00	4.0	\$1,060.00	\$8,160.00			\$2,000.00				\$10,160.00
Project Administration	8.0	\$1,240.00	\$3,600.00	2.0	\$500.00	8.0	\$1,840.00	4.0	\$1,060.00	\$4,500.00							\$4,500.00
<b>Reimbursables</b>										\$1,500.00							\$1,500.00
<b>SUBTOTAL:</b>	<b>63.0</b>	<b>\$9,765.00</b>	<b>\$6,480.00</b>	<b>6.0</b>	<b>\$1,500.00</b>	<b>56.0</b>	<b>\$12,880.00</b>	<b>34.0</b>	<b>\$9,010.00</b>	<b>\$41,135.00</b>	<b>\$0.00</b>	<b>\$2,200.00</b>	<b>\$7,500.00</b>	<b>\$1,500.00</b>	<b>\$7,500.00</b>	<b>\$0.00</b>	<b>\$55,085.00</b>

TASKS	MIKE JC	JERRY CM	\$180.00	BILL DOD	\$250.00	DANIEL PM III	\$230.00	DEREK PIC	\$265.00	Verde Total Fees	GEO-ENG SOLUTIONS Geotech	Kier & Wright Civil	SOBE Architect, Electrical &	AKH Structural	RWA Irrigation	PUBLIC RESTROOM COMPANY	TOTAL FEES
<b>TOTAL</b>	<b>1620.0</b>	<b>\$251,100.00</b>	<b>\$179,460.00</b>	<b>588.0</b>	<b>\$147,000.00</b>	<b>792.0</b>	<b>\$178,710.00</b>	<b>347.5</b>	<b>\$92,087.50</b>	<b>\$859,357.50</b>	<b>\$30,000.00</b>	<b>\$95,200.00</b>	<b>\$256,500.00</b>	<b>\$49,500.00</b>	<b>\$40,250.00</b>	<b>\$0.00</b>	<b>\$1,330,807.50</b>



# PRICE



VERDE DESIGN

## Verde Design

Date: October 10, 2022  
 PROJECT: Sand Creek Sports Complex  
 CLIENT: City of Brentwood  
 PROJECT NUMBER: 22172001549M

TASKS	MIKE JC	JERRY CM	\$180.00	BILL DOD	\$250.00	DANIEL PM III	\$230.00	DEREK PIC	\$265.00	Verde Total Fees	GEO-ENG SOLUTIONS Geotech	Kier & Wright Civil	SOBE Architect, Electrical &	AKH Structural	RMA Irrigation	PUBLIC RESTROOM COMPANY	TOTAL FEES	
<b>OPTIONAL SERVICES</b>																		
1 Community Meeting & Programming Graphics	1.0		\$1,800.00	10.0	\$2,500.00	12.0	\$2,750.00	8.0	\$2,120.00	\$11,660.00								\$11,660.00
2 Community Survey	10.0		\$0.00	2.0	\$500.00	6.0	\$1,380.00	2.0	\$530.00	\$3,960.00								\$3,960.00
3 Pre-Fabricated Restroom Building Stamped Plans	6.0		\$3,600.00		\$0.00	4.0	\$920.00	1.0	\$265.00	\$2,475.00						\$10,500.00		\$12,975.00
4 Credit for Pre-Fab Restroom Building Design													\$45,100.00					\$45,100.00
5 Site Designed Building	10.0		\$720.00	4.0	\$1,000.00	10.0	\$2,300.00	4.0	\$1,060.00	\$6,630.00			\$115,500.00	\$12,000.00				\$134,130.00
6 Electric Vehicle Charging Stations - Five Stations	10.0		\$720.00		\$0.00	1.0	\$2,300.00	2.0	\$530.00	\$5,100.00			\$11,000.00					\$16,100.00
7 Wireless Access Points in Outdoor Areas	6.0		\$360.00		\$0.00	6.0	\$1,380.00	2.0	\$530.00	\$3,900.00			\$71,500.00	\$7,500.00				\$78,450.00
8 Security Camera System	6.0		\$360.00		\$0.00	6.0	\$1,380.00	2.0	\$530.00	\$3,200.00			\$6,600.00	\$1,200.00				\$70,400.00
9 Access Plan for Building Department Review	6.0		\$720.00	1.0	\$250.00	4.0	\$920.00	1.0	\$265.00	\$3,085.00			\$1,000.00					\$4,085.00
10 Additional (on-line) City Staff Bi-weekly Rvw Mtgs (11)	28.0		\$2,160.00	16.0	\$4,000.00	30.0	\$6,900.00	25.0	\$6,625.00	\$24,925.00			\$6,000.00					\$32,925.00
<b>SUBTOTAL:</b>	<b>98.0</b>	<b>\$15,190.00</b>	<b>\$7,200.00</b>	<b>33.0</b>	<b>\$8,250.00</b>	<b>88.0</b>	<b>\$20,240.00</b>	<b>47.0</b>	<b>\$12,455.00</b>	<b>\$63,335.00</b>	<b>\$0.00</b>	<b>\$2,000.00</b>	<b>\$316,100.00</b>	<b>\$13,950.00</b>	<b>\$0.00</b>	<b>\$10,500.00</b>	<b>\$405,885.00</b>	

TASKS	MIKE JC	JERRY CM	\$180.00	BILL DOD	\$250.00	DANIEL PM III	\$230.00	DEREK PIC	\$265.00	Verde Total Fees	GEO-ENG SOLUTIONS Geotech	Kier & Wright Civil	SOBE Architect, Electrical &	AKH Structural	RMA Irrigation	PUBLIC RESTROOM COMPANY	TOTAL FEES	
<b>CONSTRUCTION SERVICES - OPTIONAL</b>																		
1 Pre-Con Meeting	2.0		\$0.00		\$0.00	5.0	\$1,150.00	4.0	\$1,060.00	\$2,520.00			\$1,000.00					\$3,520.00
2 RF Coordination and Processing	50.0		\$8,100.00	10.0	\$2,500.00	30.0	\$6,900.00	10.0	\$2,650.00	\$27,900.00			\$10,000.00	\$3,000.00	\$2,000.00			\$44,400.00
3 Shop Drawings and Submittal Review	70.0		\$9,000.00	6.0	\$1,500.00	30.0	\$6,900.00	10.0	\$2,650.00	\$30,900.00			\$8,500.00	\$2,500.00	\$1,500.00			\$44,900.00
4 Field Directives	24.0		\$2,880.00	4.0	\$1,000.00	8.0	\$1,840.00	4.0	\$1,060.00	\$10,500.00			\$2,500.00	\$500.00	\$500.00			\$14,500.00
5 Change Order Review	16.0		\$1,800.00	2.0	\$500.00	8.0	\$1,840.00	6.0	\$1,590.00	\$8,210.00			\$1,500.00	\$500.00	\$500.00			\$10,710.00
6 Construction Meetings & Site Visits (40)	125.0		\$1,800.00	10.0	\$2,500.00	200.0	\$46,000.00	50.0	\$13,250.00	\$82,925.00			\$5,000.00	\$500.00	\$1,500.00			\$90,925.00
7 Punch List Visits	20.0		\$1,800.00		\$0.00	15.0	\$3,450.00	10.0	\$2,650.00	\$11,000.00			\$2,500.00	\$750.00	\$1,000.00			\$15,250.00
8 As-Builts Review & Closeout Coord	16.0		\$1,080.00		\$0.00	8.0	\$1,840.00	1.0	\$265.00	\$5,665.00			\$1,000.00	\$500.00	\$500.00			\$7,665.00
9 Project Administration	24.0		\$2,160.00	2.0	\$500.00	20.0	\$4,600.00	8.0	\$2,120.00	\$13,100.00								\$13,100.00
<b>SUBTOTAL:</b>	<b>347.0</b>	<b>\$53,785.00</b>	<b>\$28,620.00</b>	<b>34.0</b>	<b>\$8,500.00</b>	<b>324.0</b>	<b>\$74,520.00</b>	<b>103.0</b>	<b>\$77,295.00</b>	<b>\$194,220.00</b>	<b>\$0.00</b>	<b>\$5,000.00</b>	<b>\$32,000.00</b>	<b>\$7,750.00</b>	<b>\$7,500.00</b>	<b>\$0.00</b>	<b>\$246,470.00</b>	

Reimbursables