

**RANCHO SIMI RECREATION AND PARK DISTRICT**  
**INTEROFFICE MEMORANDUM**

DATE: May 17, 2007

TO: General Manager

FROM: Assistant General Manager

SUBJECT: Approval of Agreement with RMA International, Inc. for Preparation of Construction Documents, Final Cost Estimate, Plan Check and Permitting for Rancho Tapo Community Park – Phase 4

At its meeting of March 1, 2007, the District's Board of Directors approved a modification to the approved Phase 4 of Rancho Tapo Community Park. The change included replacing the two lighted sand volleyball courts in the southeast corner of the park with three lighted pickleball courts. The tennis courts would remain in their current location.

In late April 2007, District staff submitted an application to the City of Simi Valley for an Administrative Adjustment to the park's development permit. The Application is under review by City staff; however, it appears that the City will allow the District to proceed with the change without any official application review and approval.

Attached for the Board's approval is a Consulting Agreement with RMA International, Inc. (RMA) for preparation of construction plans and specifications for the project. RMA is owned and operated by Robert McMahon. Mr. McMahon was the lead landscape designer for Phases 1, 2, 3, and 5 (including the Veteran's Plaza) of Rancho Tapo Community Park while employed at Peridian International. The design work includes all landscape architectural, civil and structural drawings, and assistance during the plan check and construction bidding phases. It is anticipated that the design work will be completed within two (2) months of a Notice to Proceed. Construction of the improvements should then commence in early 2008.

The Agreement has been approved by the District's Legal Counsel.

**Fiscal Impact:** Cost of the design work is \$42,900 plus \$2,000 for approved reimbursables. Phase 4, including design, permit fees, construction, and project contingency, is fully funded.

**Board Action Requested:**

That the board approve the Agreement with RMA International, Inc. for Preparation of Construction Documents, Final Cost Estimate, Plan Check and Permitting for Rancho Tapo Community Park – Phase 4.

  
Ed Hayward

Assistant General Manager

AGREEMENT  
RANCHO SIMI RECREATION AND PARK DISTRICT

PREPARATION OF CONSTRUCTION DOCUMENTS, FINAL COST ESTIMATE, PLAN  
CHECK AND PERMITTING FOR RANCHO TAPO COMMUNITY PARK – PHASE 4

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the RANCHO SIMI RECREATION AND PARK DISTRICT, hereinafter called "District", and RMA International, Inc., hereinafter called "Consultant". For and in consideration of their mutual promises, obligations assumed, releases given, payments made and to be made, and the other considerations set forth herein, the parties hereto agree as follows:

1. Consultant's Services: The Consultant agrees to complete construction documents and assist District staff in securing construction permits and bids for construction for Phase 4 of Rancho Tapo Community Park as set forth in the Consultant's Proposal, as submitted by Robert J. McMahon, Jr., ASLA, dated April 18, 2007. A copy of the Consultant's Proposal is attached hereto and by this reference incorporated herein as Attachment "A". The services described in said document are cumulatively referred to herein as the "Project". Construction documents shall include demolition plan, landscape grading/drainage plan, landscape construction and layout plan, landscape construction details, irrigation plans, irrigation details, landscape lighting plan, landscape construction specifications, landscape planting plan, planting details, specifications, and final construction cost estimate.

The Project involves completion of construction drawings and specifications, final cost estimate, and completion of all plan check revisions during the plan check process through the City of Simi Valley for Phase 4 of Rancho Tapo Community Park. The Project is located in the southeastern portion of the park and includes four (4) lighted tennis courts, three (3) lighted pickleball courts, perimeter decorative block fencing and associated hardscape and landscaping. An illustration of the planned improvements is attached hereto and by this reference incorporated herein as Attachment "B".

2. Consideration and Payment: In consideration of the services to be rendered under this Agreement, the District shall pay to the Consultant a fee consistent with Consultant's Proposal in the amount of Forty-Two Thousand Nine Hundred Dollars (\$42,900). Said sum shall be paid in increments consistent with the performance of services by the Consultant under this Agreement. In addition, the District shall pay reimbursable expenses associated with the Project, which include actual expenditures made by the Consultant in the interests of the Project and expended by the Consultant up to a maximum of Two Thousand Dollars (\$2,000) at the rates described in the Consultant's Proposal.
  - A. Progress payments will be made to the Consultant for services performed under this Agreement pursuant to approved itemized statements submitted by Consultant and approved by the District's Board of Directors. Normally payment will be made following approval of payment as soon as feasible after the first regular meeting of the District's Board of Directors of each calendar month, provided that itemized statements being considered have been received at least ten days prior to that meeting.
  - B. It is understood that the consultant's services covered under this Agreement and the completion of the services to be performed by the Consultant under this Agreement, shall extend over a period of no more than eight (8) weeks. Delays in excess of five (5) working days, as the result of the District failing to approve or suggest changes for services submitted, shall extend the eight (8) week period by an equivalent number of working days.
3. District Responsibilities: The following data and services will be furnished without cost to Consultant by District to the extent that the information, data, and services are available to the District.
  1. Full information regarding District requirements for the project.
  2. A current topographical survey of the site including subsurface utilities and easement information.
  3. Processing of plans through the City of Simi Valley including payment of all fees.
  4. Soil investigation and geotechnical report.
  5. Soil fertility and suitability tests (if necessary).

4. Ownership: Upon completion of the project, Consultant shall provide District with a complete set of reproducible plans and specifications (plans on Mylar) and drawings in a form suitable for retention as a permanent record of the project. All plans, drawings, and documents furnished to the District under this contract shall become the property of the District but may not be used elsewhere after completion of the project without agreement of the Consultant.
5. Project Manager: Robert J. McMahon, Jr. shall be individually responsible to the District for the completion of the services which are the subject of this Agreement. He shall personally coordinate the efforts of Consultant in the completion of the drawings and documents herein discussed. He shall be available to the District for conferences and discussion relative to said services.
6. Termination: The District may, at its option, terminate this Agreement at any time prior to completion of this contract by giving to Consultant a written notice of termination. Upon receiving such a notice, Consultant shall immediately discontinue further services under this contract and surrender to the District the plans, drawings, and written materials prepared to the date of termination. Such plans, drawings, written materials, and other supporting documentation shall be, in the event of termination, the property of the District, and may be used by the District in the same manner as if they had been completed. In the event of such termination, the District shall pay to Consultant a reasonable fee based upon services actually performed, which fees shall in no event exceed the maximum fee authorized under this Agreement.
7. Financial Records: Consultant shall maintain an efficient and accurate record as to all costs and expenses incurred by Consultant in connection with this Agreement; and the Consultant's accounts at all reasonable times shall be open to inspection by District.
8. Progress of Services: Consultant shall commence the services provided for in this Agreement as soon as this Agreement has been executed, and the Consultant shall proceed to completion of same without delay. All services under this Agreement shall be performed by the Consultant in a timely manner.

9. District's Agent: The General Manager, or his designated representative, is the agent authorized to act for District.
10. Nonassignability: Neither this contract, nor any of Consultant's obligations under it, may be assigned without the prior written consent of the District.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and at the place noted above.


RANCHO SIMI RECREATION  
AND PARK DISTRICT

CONSULTANT:

By: \_\_\_\_\_  
Larry Peterson, General Manager

By: \_\_\_\_\_  
Robert J. McMahon, Jr., ASLA

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Gordon R. Lindeen, Legal Counsel

\_\_\_\_\_  
Title

**ATTACHMENT "A"**

**CONSULTANT'S PROPOSAL**

**IV. ADDITIONAL SERVICES**

See attached Exhibit I for RMA's Hourly Rate Schedule for additional services. These services are not included; other than listed above.

1. Providing services of outside professional consultants, such as engineers, architects, agronomists, surveyors, geologists or environmentalists.
2. Meetings, field visits, and/or observation of construction in addition to those previously described.
3. Construction Administration Phase.

**V. REIMBURSABLE EXPENSES**

Reimbursable expenses are included in the compensation for professional services. Any additional services will include actual expenditures made by RMA and the professional consultants in the interest of the project.

1. Expense for reproduction of drawings and specifications.
2. Expense for delivery services, postage, mailing and special or express mailing.

**Estimated reimbursable expenses not-to-exceed                      \$2,000.00**

I hope this landscape architectural proposal meets your needs. I am very excited to work with you and the project team on the Rancho Tapo Community & Veteran's Park Phase 4 Project.

If this proposal is acceptable please sign one copy of the proposal and return.

Sincerely,

ACCEPTED:



By \_\_\_\_\_  
Robert J. McMahon, Jr., ASLA  
RMA INTERNATIONAL

By \_\_\_\_\_  
RANCHO SIMI RECREATION & PARK DISTRICT

Date April 18, 2007

Date \_\_\_\_\_

April 18, 2007

Mr. Wayne Nakaoka  
Development Supervisor  
Rancho Simi Recreation & Park District  
1692 Sycamore Drive  
Simi Valley, CA 93065

Reference: Rancho Tapo Community & Veteran's Park Phase 4  
Proposal for Landscape Architectural / Engineering Services and Fees

Dear Wayne:

RMA International, Inc. is pleased to submit this proposal for landscape architectural services for the Rancho Tapo Community & Veteran's Park Phase 4 development. Phase 4 includes construction of four (4) lighted tennis courts, three (3) lighted pickleball courts, perimeter decorative block fencing and associated hardscape and landscaping located in the southeasterly region of the park. The scope of work outlined in this proposal is for the Construction Documentation Phase. The fees include landscape/ engineering plans for grading, construction materials/ layout, lighting treatments, irrigation, planting plans with related details and specifications. Services do not include Construction Administration Services which will be included in a separate agreement. A Construction Administration Phase proposal will be provided in a separate outline.

RMA INTERNATIONAL, INC., a California Corporation, (hereinafter "RMA"), Landscape Architects & Land Planners, proposes to render the following described services to RANCHO SIMI RECREATION & PARK DISTRICT, (hereinafter "Client").

Primary Contact Person:

Robert McMahon will be RMA's primary contact and will manage/ coordinate project team sub-consultant activities necessary to complete the project.

Sub-consultants:

- Civil Engineering services will be prepared by; Samir M. Khoury from Coory Engineering & Land Surveying.
- Electrical Engineering services will be prepared by; Ron Reed from Reedcorp Engineering.
- Structural Engineering services will be prepared by; Willie Correia from Correia Consulting & Design.

I. **CONSTRUCTION DOCUMENT PHASE**

The Construction Document Phase will entail accomplishing tasks relating to final design and preparation of the construction documents, bid documents, specifications and an estimate of probable construction costs and include the following:

1. Landscape Demolition Plan- Indicating removal and/ or protection in place of existing landscape features on site.
2. Landscape Grading/ Drainage Plan – A new a topographic survey plan for Phase 4 will be provided by the Client to Coory Engineering and Land Surveying. The surrounding existing conditions on/off-site will be reviewed for smooth gradient transitions and drainage device connections. RMA will establish spot elevations and contours for the landscape hardscape / softscape areas and will provide data to Coory Engineering and Land Surveying for preparation of a precise grading and drainage plan. The Precise Grading & Drainage Plan prepared by Coory Engineering and Land Surveying shall include a Hydrology / Hydraulic Report in conformance with City of Simi Valley Guidelines.
3. Landscape Construction and Layout Plan - Indicating locations, material reference, and dimensions of landscape construction elements such as tennis courts, pickle ball courts, light pole fixtures, concrete paving, concrete mow curb, property line wall, benches and drinking fountain.
4. Landscape Construction Details – Indicating landscape construction items such as paving materials, fencing, property line wall, tennis court/ pickle ball courts and lighting poles. RMA's Structural Engineering consultant, Correia Consulting and Design, will provide; structural calculations, general notes, typical details and additional sketches of structural connections.
5. Landscape Planting Plans – Indicating location, type, size and quantity of any trees, shrubs, groundcovers and turf.
6. Planting Details – Related details and special planting procedures, staking, guying.

7. Irrigation Plans – Indicating design and equipment specifications for a new segregated irrigation system. Along with connections to the existing irrigation system.
8. Irrigation Details – Related irrigation details will be provided for irrigation materials, related equipment connections, installation and assembly methods
9. Landscape Lighting Plans – RMA's Electrical Engineering consultant, ReedCorp Engineering, will prepare electrical plans showing light fixtures, new sub-panel, wiring, sizing, connections, switching, foot candle calculations and photometric plan along with new Title 24 Exterior Lighting code calculations. Electrical Engineering consultant will also review shop drawings and contractor RFI's during construction as part of this scope of work.
10. Landscape Construction Specifications- Preparation of Special Provision Specifications for project related construction materials.
11. Landscape Construction Cost Estimate- Preparation of estimate of probable construction cost for project.

The specific Professional Services for Construction Document Phase shall consist of the following:

- a. Preparation of Landscape Demolition Plan @ 1"=20' scale; 1 sheet.
- b. Preparation of Landscape Grading Drainage Plan with related details @ 1"=20' scale; 1 sheet.
- c. Preparation of Landscape Layout & Construction Materials Plan @ 1"=20' scale; 1 sheet.
- d. Preparation of Landscape Construction Details @ various scales; 2 sheets.
- e. Preparation of Tree/ Shrub and Groundcover Planting Plans @ 1"=20' scale; 2 sheets.

- f. Preparation of Landscape Irrigation Plan @ 1"=20' scale; 1 sheet.
- g. Preparation of Irrigation Details @ various scales; 1 sheet.
- h. Preparation of Landscape Lighting Plan with related details and specifications @ 1"=20' scale; 1 sheet.
- i. Preparation of Estimate of Probable Construction Cost.
- j. RMA has included participation in two (2) meetings with Client on site during the Construction Document Phase.
- k. Provide plan check revisions "as-necessary" to procure construction permits.
- l. Assist with technical inquiries during the public bid process.

## II. FEES

The fee for Construction Document Phase services shall be Forty-Two Thousand Nine Hundred Dollars (\$42,900.00). The fee will be billed monthly and payable upon receipt by the Client.

Civil Engineering	\$10,900.00
Electrical Engineering	\$ 8,600.00
Structural Engineering	\$ 1,400.00
Landscape Architectural	\$ 22,000.00

**Total Construction Document Phase Fee \$ 42,900.00**

## III. SCHEDULE

- Preparation of the Construction Documents and Specifications will be approximately 8 weeks.

Rancho Tapo Community &  
Veteran's Park Phase 4  
April 18, 2007  
Page 6

**EXHIBIT I**

**RMA INTERNATIONAL, INC.  
LANDSCAPE ARCHITECTURE  
& PLANNING**

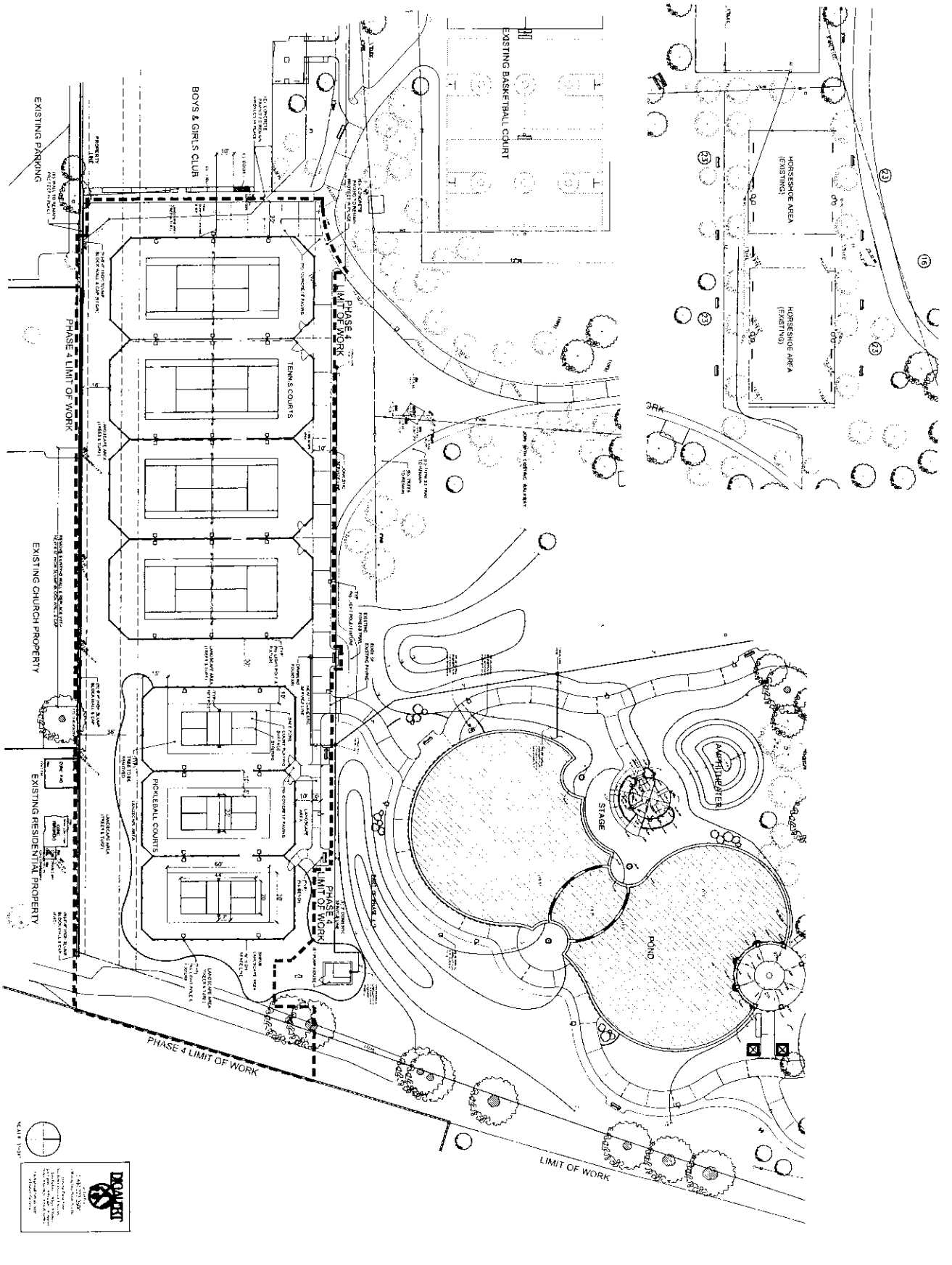
**FEE SCHEDULE**

Hourly Fees

Principal	\$100.00
Designer	\$55.00
Clerical	\$30.00

**ATTACHMENT "B"**

**PLANNED IMPROVEMENTS**



DESIGN FIRM
   
 12345 Main Street
   
 Suite 100
   
 City, State, ZIP
   
 Phone: (555) 123-4567
   
 Fax: (555) 987-6543
   
 Email: info@designfirm.com
   
 Website: www.designfirm.com
   
 SCALE: 1/8" = 1'-0"

 NORTH	<b>L-0</b> CONSTRUCTION LAYOUT
	SHEET NO. 11
PROJECT NO. 12345	
DATE: 12/15/2023	
DRAWN BY: J. SMITH	
CHECKED BY: A. JONES	
APPROVED BY: M. GARCIA	
TITLE: PROJECT MANAGER	
ORGANIZATION: ABC COMPANY	

**Rancho Tapo Community & Veteran's Park**  
**Phase 4**  
 Prepared for: Rancho Simi Recreation & Park District  
 1692 Sycamore Drive Simi Valley, CA 93065

MICHAEL GARCIA
   
 LICENSE NO. 12345
   
 STATE OF CALIFORNIA