



County of Santa Cruz

PARKS, OPEN SPACE & CULTURAL SERVICES

979 17TH AVENUE, SANTA CRUZ, CA 95062

(831) 454-7900 FAX: (831) 454-7940 TDD: (831) 454-7978

BARRY C. SAMUEL, DIRECTOR

January 10, 2006

AGENDA: JANUARY 24, 2006

BOARD OF SUPERVISORS
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

RE: ANNA JEAN CUMMINGS PARK PARKING LOT IMPROVEMENTS

Dear Members of the Board:

On October 18, 2005, your Board authorized the Parks Department to solicit and evaluate prospective consultants for the preparation of construction documents for parking lot improvements to Anna Jean Cummings Park and return on or before January 24, 2006 with the necessary documents and design contract for consideration and approval. Through the solicitation process, the Parks Department distributed six Request for Qualifications (RFQ's) to civil engineering firms within the local jurisdiction.

Unfortunately, the Parks Department did not receive any responses by the due date of the RFQ. The Parks Department responded by attempting to negotiate one on one with the local firm of Bowman & Williams Civil Engineers, who were on the original mailing list. Bowman & Williams Civil Engineers responded with a proposal that was considerably higher than the project budget would allow.

As you may recall, the firm of John Cahalan, Landscape Architect was selected to prepare the construction documents for the implementation of the Felt Street Park Master Plan. Parks Department Staff were very impressed with the project team Mr. Cahalan had assembled for the project, which included the civil engineering firm of Underwood & Rosenblum, Inc. from San Jose. Following the design kick-off meeting with Mr. Cahalan and his project team for the Felt Street Project, they were asked if they would like to submit a proposal for the Anna Jean Cummings Park Project. Mr. Cahalan and Dave Voorhies representing Underwood & Rosenblum, Inc. were interested and agreed to submit a proposal. Due to the nature of the project, Underwood & Rosenblum would function as the lead consultant with Mr. Cahalan as a subconsultant for related work.

To the delight of Parks Department Staff, the proposal from Underwood & Rosenblum came in significantly lower than the proposal from Bowman & Williams Civil Engineers, and was right on budget for the project with a cost of \$35,825 for design services. Parks Department staff has since negotiated a contract with the civil engineering firm of Underwood & Rosenblum in the amount of \$37,825, which includes a \$2,000 contingency for miscellaneous design services and materials.

BOARD OF SUPERVISORS
 Anna Jean Park Parking Lot Improvements
 Page Two

Agenda Date: January 24, 2006

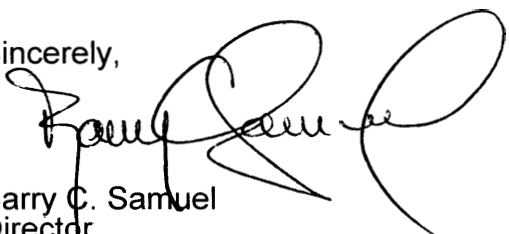
To move forward with the project, it is necessary for your Board to approve a contract with the civil engineering firm of Underwood & Rosenblum with John Cahalan as the subconsultant in the amount of \$37,825 to prepare construction documents and participate in the bidding and construction administration phase for parking lot improvements to Anna Jean Cummings Park.

The Parks Department anticipates that the design and CEQA process will be completed by the first of May 2006. Bidding could be completed by the end of June 2006, with the award of a construction contract at the first Board meeting in August 2006. Redevelopment Agency funding in the amount of \$300,000 in account 611136/ 9842 has been approved in F.Y. 2005/2006 to complete the design and construct the improvements.

It is, therefore, RECOMMENDED that your Board approve the following actions:

1. Approve the Agreement with Underwood & Rosenblum in the amount of \$37,825, which includes a \$2,000 design contingency, to prepare construction documents, participate in the bidding and construction administration phase for parking lot improvements to Anna Jean Cummings Park and;
2. Authorize Director of the Department of Parks, Open Space and Cultural Services to sign the Agreement and related documents on behalf of the County.

Sincerely,


 Barry C. Samuel
 Director

BCS:RO:bp

RECOMMENDED



Susan A. Mauriello
 County Administrative Officer

Attachment: Agreement, ADM-29

cc: CAO, Auditor-Controller, RDA, Planning, Consultant, Parks

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller
FROM: Parks, Open Space & Cultural Services (Department)
BY: [Signature] (Signature) 1/5/06 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement [X] Revenue Agreement []

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

1. Said agreement is between the County of Santa Cruz (Department/Agency)
and Underwood & Rosenblum, Inc., 1630 Oakland Rd, Suite A114, San Jose, CA 95131 (Name/Address)

2. The agreement will provide design services for parking lot improvements
to Anna Jean Cummings Park

3. Period of the agreement is from January 24, 2006 June 30, 2006 or until work is completed

4. Anticipated Cost is \$37,825.00 [] Fixed [] Monthly Rate [] Annual Rate [] Not to Exceed
Remarks: Original contract=\$35,825 + contingencies \$2,000 for a total of \$37,825

5. Detail: [] On Continuing Agreements List for FY - Page CC- Contract No: OR [] 1st Time Agreement
[] Section II No Board letter required, will be listed under Item 8
[X] Section III Board letter required
[] Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 611136 (Index) 9842 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are have been
are not avallbbk and will be encumbered.

Contract No: 53447-01
By: Marienne Ellis Auditor-Controller Deputy Date: 1/12/06

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize
Director of Parks (Dept/Agency Head) to execute on behalf of the
County of Santa Cruz (Department/Agency)

Date: 1-12-05

By: [Signature] County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

I ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Office by an order duly entered in the minutes of said Board on 20

ADM - 29 (8/01)
Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

Table with columns: CO, Document No., JE Amount, Lines, H/T/L, Keyed By, Date, TC110, Auditor Description, Amount, Index, Sub object, User Code. Includes handwritten '51' in the Date field.

Contract No. _____

**INDEPENDENT CONTRACTOR AGREEMENT
FOR CONSULTANT SERVICES**

THIS CONTRACT is entered into this 24th day of January 2006, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and UNDERWOOD & ROSENBLUM, INC., hereinafter called CONSULTANT. The parties agree as follows:

1. **DUTIES.** Per the scope of work defined in Exhibit A CONSULTANT'S proposal, CONSULTANT shall provide: design services for Phase One – Analysis, Phase Two – Construction Documents, Specifications, and Phase Three – Bidding and Construction Administration, for parking area improvements to Anna Jean Cummings Park, 461 Soquel San Jose Road, Soquel, California, APN 030-341-01,08,09.

In providing services under this Agreement, the CONSULTANT will endeavor to perform in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

2. **COMPENSATION.** In consideration for CONSULTANT accomplishing said result, COUNTY agrees to pay CONSULTANT as follows: Payment not to exceed \$37,825.00. This total includes the scope of work identified in CONSULTANT'S proposal Exhibit A for compensation in the amount of \$35,825.00, plus a contingency up to \$2,000.00 for reimbursable charges and miscellaneous design services.

All requests for payment shall be submitted to the County of Santa Cruz Department of Parks, Open Space and Cultural Services, 979 17th Avenue, Santa Cruz, California 95062. Payment requests must include a hard copy detailed invoice, the Department's Application For Payment Form, and be approved by COUNTY'S project manager. Services must be billed in accordance with CONSULTANT'S Proposal itemizations, Exhibit A, and fee schedule. Such requests for payments may be submitted on a minimum interval of thirty (30) calendar days for work completed.

3. **TERM.** The term of this contract shall be until June 30, 2006, or until work is completed.

This Agreement may be extended and/or amended for scope of work upon mutual agreement by both parties.

4. **EARLY TERMINATION.** Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.

5. **USE OF DOCUMENTS.** Plans and/or documents prepared under this Agreement and provided to COUNTY shall become the property of COUNTY. CONSULTANT may use such plans and/or documents for the purpose of illustrating the nature and scope of project involvement. COUNTY understands that such plans and/or documents are to be used for this project only and that any future use would be at the sole risk of COUNTY.

6. **CONSULTANT'S COST ESTIMATE.** CONSULTANT shall provide COUNTY construction cost estimates as outlined in Exhibit A, which ~~reflects the most~~ current industry costs, if and only if, this paragraph is initialed by CONSULTANT and COUNTY QJ REG.

7. **ADDITIONAL SERVICES.** If authorized by COUNTY, CONSULTANT will provide additional services (those provided beyond the basic services and contract contingency as described herein), which shall be paid for in accordance with the CONSULTANT'S fee schedule as set forth in Exhibit A. The additional services, if required, shall be authorized through the issuance of a contract amendment.

8. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

CONSULTANT shall indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 8 and 9 shall include its officers, agents, employees, and volunteers) from and against:

A. Any claims, demands, losses, damages, defense costs, or liability or nature to the extent caused by the design professional's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his subconsultants, which COUNTY may sustain or incur or which may be imposed upon it, as a result of, arising out of, or in any manner connected with, CONSULTANT'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONSULTANT and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONSULTANT and CONSULTANT'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

9. **INSURANCE.** CONSULTANT, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONSULTANT'S insurance coverage and shall not contribute to it.

If CONSULTANT utilizes one or more subconsultants in the performance of this Agreement, CONSULTANT shall obtain and maintain Independent Contractor's Insurance as to each subconsultant or otherwise provide evidence of insurance coverage from each subconsultant equivalent to that required of CONSULTANT in this Agreement, unless CONSULTANT and COUNTY both initial here
____/____

A. **Types of Insurance and Minimum Limits**

(1) Workers' Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if CONSULTANT has no employees and certifies to this fact by initialing here _____

(2) Automobile Liability Insurance for each of CONSULTANT'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONSULTANT'S employees), leased, or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONSULTANT is not a material part of performance of this Agreement and CONSULTANT and COUNTY both certify to this fact by initialing here ____/____.

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit, if, and only if, this subparagraph is initialed by CONSULTANT and COUNTY

OLR

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONSULTANT agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post-agreement coverage") and any extensions thereof. CONSULTANT may maintain the required post-agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post-agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for-post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

The County of Santa Cruz, its officials, employees, agents, and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz.

(3) All required insurance policies shall be endorsed to contain the following clause:

This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

Santa Cruz County
Department of Parks, Open Space and Cultural Services
Attention: Bob Olson, Park Planner
979 17th Avenue
Santa Cruz, CA 95062

(4) CONSULTANT agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

Santa Cruz County
Department of Parks, Open Space and Cultural Services
Attention: Bob Olson, Park Planner
979 17th Avenue
Santa Cruz, CA 95062

10. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONSULTANT agrees as follows:

A. CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONSULTANT and if CONSULTANT employs fifteen (15) or more employees, the following requirements shall apply:

(1) CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, CONSULTANT shall make a good faith effort to consider Minority/Women/Disabled-Owned Business Enterprises in CONSULTANT'S solicitation of goods and services, definitions for Minority/Women/Disabled-Business Enterprises are available from County of Santa Cruz General Services Purchasing Division.

(2) CONSULTANT shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates, and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

(3) In the event of CONSULTANT'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders, said CONSULTANT may be declared ineligible for further agreements with COUNTY.

(4) CONSULTANT shall cause the foregoing provisions of this subparagraph 10B to be inserted in all subcontracts for any work covered under this Agreement by a subconsultant compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. INDEPENDENT CONTRACTOR STATUS. CONSULTANT and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONSULTANT is an independent contractor and not an employee of COUNTY. CONSULTANT is responsible for all insurance (workers' compensation, unemployment, etc.) and all payroll-related taxes.

CONSULTANT is not entitled to any employee benefits. COUNTY agrees that CONSULTANT shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: CONSULTANT rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONSULTANT is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONSULTANT is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) CONSULTANT rather than COUNTY supplies the instrumentalities, tools, and work place; (f) The length of time for which CONSULTANT is engaged is of limited duration rather than indefinite; (g) The method of payment of CONSULTANT is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project rather than part of the regular business of COUNTY; (i) CONSULTANT and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather, that overall there are significant secondary factors which indicate that CONSULTANT is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that CONSULTANT engaged under this Agreement is in fact an independent contractor.

12. NON-ASSIGNMENT. CONSULTANT shall not assign the Agreement without the prior written consent of COUNTY.

13. ACKNOWLEDGMENT. CONSULTANT shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to CONSULTANT.

14. RETENTION AND AUDIT OF RECORDS. CONSULTANT shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONSULTANT hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

15. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

16. LIVING WAGE. This agreement is covered under Living Wage provisions if this section is initialed by COUNTY _____.

This Agreement is subject to the provisions of Santa Cruz County Code Chapter 2.122, requiring payment of a living wage to covered employees. Non-compliance during the term of the

contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

If a contract for covered services in excess of \$50,000 is terminated prior to its expiration, any new contract with a subsequent contractor for the same services must include this term:

CONTRACTOR shall make best efforts to offer employment to qualified employees of the prior contractor for the performance of this contract. Such efforts shall not be required in regard to employees who are (1) exempt under the Fair Labor Standards Act, (2) family members of the prior contractor, (3) employed by the prior contractor for less than six months, or (4) convicted of a job-related or work place crime. Upon request by COUNTY, CONTRACTOR shall demonstrate to COUNTY that good faith efforts have been made to comply with this provision.

- 17. **ATTACHMENTS.** This Agreement includes the following attachments:
Exhibit A - Consultants Proposal; which is hereby incorporated into this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

CONSULTANT: UNDERWOOD & ROSENBLUM INC.

COUNTY OF SANTA CRUZ:


By: 

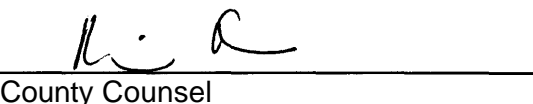
By: _____

Address: 1630 Oakland Road, Suite A114
San Jose, CA 95131
Telephone: 408-453-1222
Fax: 408-453-1207

APPROVED AS TO INSURANCE:

APPROVED AS TO FORM:


Risk Management


County Counsel

DISTRIBUTION: CAO, Auditor, County Counsel, Risk Management, Parks, Consultant



Exhibit A

December 20, 2005

P05161

Bob Olson
Santa Cruz County
Dept. of Parks, Open Spaces & Cultural Services
979 17th Avenue
Santa Cruz, CA 95062

**SUBJECT: Anna Jean Cummings Park Parking Area Improvements
Civil Engineering Design and Construction Observation Services**

Dear Mr. Olson:

Thank you for this opportunity for Underwood & Rosenblum, Inc. (U&R) to respond to Santa Cruz County Dept. of Parks Open Spaces & Cultural Services' RFQ for the above referenced project. I would like to take this chance to present U&R's qualifications and recent experience on similar type projects. U&R has the people available with the expertise required to perform the tasks of this project.

Established in 1978, Underwood & Rosenblum, Inc. has become Northern California's leader in creative solutions for mid-sized projects. We have provided our quality professional services to a variety of both private and public developments and as a result are capable of handling a wide range of responsibilities. Many land developers, architectural firms and school districts in the Bay Area have chosen us as their primary consultant in our field for powerful reasons:

- Experience with thousands of mid-sized projects
- Senior-level management plans and oversees each project
- Capable of handling difficult projects, including infill and high-density cases
- Knowledge of current development and permit requirements
- State-of-the-art technology
- Ethical business practices

While only a representative sample of some of our previous and current U&R projects, the attached set of projects highlights our extensive experience – in particular with medium sized projects and grading parking lots.

We have included John Cahalan as the landscape architect as part of the project team. John will prepare landscaping and irrigation plans and specifications for this project.

Thank you for taking the time to look over this information. If you have any questions concerning this proposal, please call me at 408-453-1222 extension 24 or on my cell phone at 408-472-5222.

Sincerely,

Dave B. Voorhies, P.E.
Principal Engineer

DBV:kt

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Scope of Work

Phase 1: Analysis

- 1) The project team manager, David Voorhies, and the principle landscape architect, John Cahalan will meet with Department of Parks, Open Space and Cultural Services to review the project objectives, format and time schedule. The County will supply us with relevant documents, such as any environmental or development constraints and hard copies of as-built drawings of the existing park.
- 2) We propose to use the as-built drawings of the existing park for the base topographic information and boundary information. U&R surveyors will use this base information and supplement it with detailed field work for the areas of proposed construction. We have not included preparing a new boundary survey as **part** of this project. If property corners are shown on the as-built drawings supplied by Department of Parks, we will locate them in the field and on our topographical map of the construction area. We will use bench marks identified on the as-built drawings. The U&R surveyors will prepare a topographical map of the proposed construction site.

Phase 2: Construction Documents

- 1) U&R will prepare documents for submittal at 50%, 95% and completed 100% levels. At each level we will prepare construction documents, including grading and drainage plans, if necessary retaining wall layout and details, and landscaping plans. We will also prepare a cost estimate for each submittal. Included with the 50% submittal will be a conceptual plan prepared for presentation purposes. We will prepare technical specifications in CSI format for the 95% and 100% submittals.
- 2) Civil drawings will include erosion control plans, hydraulic calculations for the drainage system, a Storm Water Pollution Prevention Plan, a grading and drainage plan, and details. A retaining wall may also be required.
- 3) Final drawings and specifications will be submitted as hard copies and in electronic format. Specifications will be prepared in Word format and drawings will be submitted in AutoCAD 2002 format.
- 4) We have assumed that the geotechnical report for the original park construction will be suitable for this project and will be available to us. We have not included additional geotechnical studies as part of this proposal. We have assumed that the pavement structural section for the new parking areas will match the original construction and have not included testing for new structural sections.

- 5) This proposal does not include any environmental studies or assessments that may be required.

Phase 111: Bidding and Construction

U&R will:

- 1) Participate in a pre-bid conference to answer any potential questions.
- 2) Write any needed addendums during the bidding process.
- 3) Participate in a pre-construction conference and answer questions bidding process.
- 4) Review submittals, shop drawings and change order requests.
- 5) Provide periodic site observation services. We have estimated 1.5 visits per week, as needed, during the duration of construction. The U&R project manager will be available by telephone to answer any construction questions that come up in between site visits.
- 6) Participate in project closeout including preparing punch lists, clearing punch list items. We will also prepare a completion letter to the County and will confirm that all permit conditions have been completed.

Detailed Fee Proposal

Phase 1: Analysis

Meeting:

Principal Engineer	3 hrs @ \$160.00	\$ 480.00
	Sub-Total	\$ 480.00

Topographical Survey

2-Person Field Survey Crew	16hrs @ \$200.00	\$3,200.00
Assistant Surveyor	24 hrs @ \$100.00	\$2,400.00
Clerical	2 hrs @ \$ 60.00	\$ 120.00
	Sub-Total	\$5,720.00

Phase I Total \$6,200.00

John Cahalan Landscape Architect Phase I Total \$1,380.00

Proposal attached for hourly breakdown
(Note: 15% administrative fee added on all phases)

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Phase 2: Construction Documents

U&R will prepare a Grading and Drainage Plan based on the site plans including above ground grading to drainage structures and subsurface drainage piping systems. U&R will provide any necessary earthwork calculations. We will grade the site to provide positive runoff and to eliminate low spots.

Principal Engineer	8 hrs @ \$160.00	\$ 1,280.00
Associate Engineer	24 hrs @ \$110.00	\$2,640.00
Computer Drafter	10 hrs @ \$ 80.00	\$ 800.00
Clerical	2 hrs @ \$ 60.00	\$ 120.00
	Sub-Total	\$4,840.00

U&R. will prepare a Demolition and Erosion Control Plan delineating areas where demolition and erosion control features are required. This will include erosion control details, such as silt fences, storm drainage filtering and other erosion features.

Associate Engineer	6 hrs @ \$110.00	\$ 660.00
Computer Drafter	6 hrs @ \$ 80.00	\$ 480.00
Clerical	1 hrs @ \$ 60.00	\$ 60.00
	Sub-Total	\$ 1,200.00

If a retaining wall is required, there will be additional charge of:

Associate Engineer	4 hrs @ \$110.00	\$ 440.00
Computer Drafter	2 hrs @ \$ 80.00	\$ 160.00
	Sub-Total	\$ 600.00

U&R will prepare a Storm Water Pollution Prevention Plan (SWPPP) for this site, in accordance with Standards of the County of Santa Cruz, State Water Resources Control Board and Bay Area Regional Water Quality Control Board.

We will also complete the Notice of Intent for a General Construction Permit (NOI) for submittal to the State Water Resources Control Board, to the best of our ability. U&R will not sign or submit the NOI: this will be provided to you, for submittal by the Owner or Contractor.

Principal Engineer	1 hrs @ \$160.00	\$ 160.00
Associate Engineer	2 hrs @ \$110.00	\$ 220.00
Clerical	20 hrs @ \$ 60.00	\$ 1,200.00
	Sub-Total	\$ 1,580.00

Phase II Total \$ 8,220.00

John Cahalan Landscape Architect
Proposal attached for hourly breakdown

Phase II Total \$ 5,175.00

Phase III: Bidding and Construction

Meetings:

Principal Engineer	6 hrs @ \$160.00	\$ 960.00
	Sub-Total	\$ 960.00

Submittal Review

Principal Engineer	8 hrs @ \$160.00	\$ 1,280.00
	Sub-Total	\$ 1,280.00

Construction Administration:

Principal Engineer	48 hrs @ \$160.00	\$7,680.00
	Sub-Total	\$7,680.00

Closeout:

Principal Engineer	8 hrs @ \$160.00	\$ 1,200.00
Associate Engineer	10 hrs @ \$110.00	\$1,100.00
Clerical	8 hrs @ \$ 60.00	\$ 480.00
	Sub-Total	\$2,780.00

Phase III Total \$12,780.00

John Cahalan Landscape Architect

Phase III Total \$ 2,070.00

12 hours @ \$150.00

This amount will be in a revised proposal from Mi. Cahalan. We will forward it as soon as we have it.

** Any reimbursable charges (such as prints, mileage, delivery charges, etc.) that are required to complete the project will be billed to the client on a time and materials basis in addition to the above-listed fees. These charges will be included with our monthly invoices. Underwood and Rosenblum, Inc. propose a budget not to exceed \$1,500 without prior authorization for reimbursable expenses.

Proposal Total

Underwood & Rosenblum, Inc.	\$27,200.00
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John Cahalan Landscape Architect	<u>\$ 8,625.00</u>
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TOTAL PROJECT	\$35,825.00 + reimbursables
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Representative Example Projects

U&R has extensive experience in preparing grading and drainage plans for parking lots and paved areas. The following are a few representative projects that U&R has recently completed:

Mission San Jose Elementary School Traffic Separation / Fremont Unified School Districts / Fremont: Project Overview: Replaced and enlarged school parking lot, created new parking lot and improve drop-off zone. Drawings attached.

Memorex Drive Parking Lot / Barry Swenson Builders / Santa Clara: Project Overview – Provide on-site improvement drawings suitable for acquiring a grading permit and off-site improvements plans suitable for an encroachment permit. Parking lot consists of 19 new parking stalls and driveways.

Granada Townhomes / Barry Swenson Builders / Mountain View: Project Overview – A 20 unit townhouse development. Project includes a small project park surrounded by new townhomes. The park area includes 10 new parking stalls, private roads and complete utilities in a very limited area. The park was designed so that runoff from the private streets is directed to grassy swales in the park to encourage percolation. Area drains are located in the park to drain the higher intensity storms.

LMMS (Lockheed) Employee Parking Lot / Alfa Tech / Sunnyvale: Project Overview – Design new 3 acre employee parking lot. Project included developing 3 concepts for parking lot layout. Once the concept was chosen construction documents were prepared for the 3 acre expansion. Drainage provided challenges as the parking lot is at elevations between 3 and 4.

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Underwood & Rosenblum, Inc.
 Anna Jean Cummings Park
 December 20, 2005

TASK	CONCEPTUAL HOURS							\$ total
	P	E	D	C	2	A		
Phase I Meeting	3							\$ 480
Topographic Survey				2	16	24		\$ 5,720
Sub-total hours	3	0	0	2	16	24		
Sub-total costs	\$ 480	\$ -	\$ -	\$ 120	\$ 3,200	\$ 2,400		\$ 6,200
	Add John Cahalan Landscape Architect							\$ 1,380
	Total Phase I							\$ 7,580
Phase II Grading & Drainage	8	24	10	2				\$ 4,840
Demolition & Erosion Control		6	6	1				\$ 1,200
Add Retaining Wall		4	2					\$ 600
Storm Water Pollution Prevention Plan & NOI	1	2		20				\$ 1,580
Sub-total hours	9	36	18	23	0	0		
Sub-total costs	\$ 1,440	\$ 3,960	\$ 1,440	\$ 1,380	\$ -	\$ -		\$ 8,220
	Add John Cahalan Landscape Architect							\$ 5,175
	Total Phase II							\$ 13,395
Phase III Meetings	6							\$ 960
Submittal Review	8							\$ 1,280
Construction Administration	48							\$ 7,680
Closeout	8	10		8				\$ 2,860
Sub-total hours	70	10	0	8	0	0		
Sub-total costs	\$ 11,200	\$ 1,100	\$ -	\$ 480	\$ -	\$ -		\$ 12,780
	Add John Cahalan Landscape Architect							\$ 2,070
	Total Phase III							\$ 14,850
	TOTAL PROJECT							\$ 35,825

Principal
 Associate Engineer
 Computer Drafter
 Clerical
 2-person Field Survey Crew
 Assistant Surveyor



0000424

December 19, 2005
(408) 453-1222 X24
Fax (408) 453-1207

Mr. Dave Voorhies, Principal
Underwood & Rosenbloom, Inc.
1630 Oakland Blvd., Suite A I 14
San Jose, CA 95131

Re; Anna Jean Cummings Park, Santa Cruz/Proposal for Landscape Architectural Services

Dear Dave,

Thanks for contacting me and requesting a proposal for design services.

As we discussed, my scope of services is for Construction Documents & Specifications (Improvement Plans). The scope of the design work includes stripping and grubbing in landscape areas and irrigation and planting improvements, including erosion control measures for the sloped areas if required.

I am also providing technical specifications and a cost estimate for the landscaping as required by the County.

Please give me a **call** if you have any questions. I look forward to hearing from you at your convenience.

Sincerely,

John Cahalan, ASLA
CA Reg. No. 2894

**Enclosed; Scope of Services dated 12/19/05
Standard Schedule of Fees, 2005
Standard Agreement dated 12/19/05**

15495 Los Gatos Boulevard
Suite 5
Los Gatos CA 95032
T 408-358-5122
F 408-358-5133
jcahalan@jps.net
CA Reg. No. 2894



Scope of Services For:
ANNA JEAN CUMMINGS PARK, SANTA CRUZ, CA
December 19,2005
Page 1 of 2

PHASE 1 - PRESENTATION RENDERING

1.01 Color Plan Rendering/Presentation: If necessary, prepare a color rendered plan of the improvements and attend one meeting to present the landscape design.

Fee for Phase 1.....\$1,200

PHASE 2 - CONSTRUCTION DOCUMENTS & SPECIFICATIONS

2.01 Meeting: Attend one meeting with Underwood & Rosenbloom to review work in progress, discuss comments on progress submittals and to review project budget and schedule.

2.02 Site Reconnaissance: Visit the site and photograph for "in-house" purposes. Obtain sample of native topsoil for testing.

2.03 Tree Removal Plan: None required.

2.04 Irrigation Plan: Prepare irrigation plan including legend and notes for automatic irrigation system for all new landscape areas including any hydro-seeded slopes (1 plan sheet).

2.05 Planting Plan: Prepare planting plan including legend and notes for all new landscape areas. Trees, shrubs and ground cover including any required erosion control measures.

2.06 Construction Details: Prepare construction details for proposed irrigation and planting improvements (2 plan sheets).

2.07 Specifications: Prepare CSI format, 8-1/2" x 11" technical specifications for soil preparation, irrigation, planting and landscape maintenance.

2.08 Cost Estimate: Prepare area take-offs and an Estimate of Probable Construction Costs for all landscape - related improvements.

Fee for Phase 2.....\$4,500

REIMBURSABLE EXPENSES

In addition to the above fees, I will bill for all reimbursable expenses at cost plus a 15% administration fee. To assist you with budgeting for the project, I suggest you provide an allowance for the following amounts:

Printing & reproduction	\$500
Film & photo processing	\$50
Lab analysis of native topsoil	\$150
Special delivery	\$50
<u>Total allowance</u>	<u>\$750</u>

Total fee & reimbursable expenses..... \$6,450

End of Scope of Services



STANDARD SCHEDULE OF COMPENSATION January 2005

HOURLY RATES

The following hourly rates shall be used to determine fees for projects that are performed on an hourly rate basis. These rates may be annually adjusted, upon issuance of an updated Standard Schedule of Compensation:

Principal	\$150/hour
Landscape Architect ■	\$120/hour
Project Assistant -1	\$95/hour
Project Assistant 2	\$80/hour
AutoCAD Design	\$95/hour

REIMBURSABLE EXPENSES

All costs for photography, printing and reproduction, postage and special delivery, local business licenses, sales taxes, mileage and all other costs directly related to the project will be billed as a reimbursable expense at our cost plus a 15% administration fee.

TERMS OF PAYMENTS

Payments are due within twenty days upon receipt of invoice. Amounts more than thirty days past due are subject to a 1.5% per month interest charge. Retainer fees, if indicated, are due upon receipt of the signed agreement, and will be credited toward project fees on the final invoice.

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