

RUSH

Contract #: 118-S0811

CONTRACT ROUTING SHEET

Date Prepared: \_\_\_\_\_

Need Date: 10/23/07

PROCESSING DEPARTMENT:

Department: CAO/Proc. & Contracts

Dept. Contact: Dustin Bailey

Phone #: 5833

Department: \_\_\_\_\_

Head Signature: Bonnie H. Rich  
Bonnie H. Rich

CONTRACTOR:

Name: The HLA Group, Landscape Arch & Planners, Inc.

Address: 1050 Twentieth Street, Ste 200  
Sacramento, CA 95814

Phone: 916-447-7400

CONTRACTING DEPARTMENT: General Services

Service Requested: Architecture and planning services – Pollock Pines Community Park

Contract Term: One year Contract Value: \$425,700.00

Compliance with Human Resources requirements? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Compliance verified by: \_\_\_\_\_

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: ✓ Disapproved: \_\_\_\_\_ Date: 10/23/07 By: D. Limmon

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

\*SEE COMMENTS ON ATTACHED MEMO.

Comment incorporated.

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ✓ Disapproved: \_\_\_\_\_ Date: 10/25/07 By: C Costello

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

Workers' Comp coverage has expired. Please do not proceed with contract services until proof of updated coverage is secured.  
New certificate secured.

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

**ORIGINAL**

AGREEMENT FOR SERVICES #084-S0811

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and the HLA Group, Landscape Architects & Planners, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1050 20<sup>th</sup> Street, Suite 200, Sacramento, CA 95814, (hereinafter referred to as "Consultant");

**WITNESSETH**

**WHEREAS**, County has determined that it is necessary to obtain a Consultant to provide landscape architecture and civil engineering services of the Pollock Pines Community Park for the General Services Department, Airports, Parks, and Grounds Division; and

**WHEREAS**, Consultant has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provision of these services provided by Consultant is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Consultants as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

**NOW, THEREFORE**, County and Consultant mutually agree as follows:

## ARTICLE I

**Scope of Services:** Consultant agrees to provide the personnel and equipment necessary to provide landscape architecture and civil engineering services of the Pollock Pines Community Park for the General Services Department, Airports, Parks, and Grounds Division. Services shall be in accordance with Exhibit "A", marked "Pollock Pines Community Park Work Plan June 22, 2007, Revised September 6, 2007", incorporated herein and made part by reference hereof.

## ARTICLE II

**Term:** Time is of the essence. Consultant shall complete all work and provide all deliverables required by Exhibit "A" within one (1) year for the effective date of this Agreement. Consultant's failure to do so shall be considered a default as provided in Article XI herein.

## ARTICLE III

**Compensation for Services:** For services provided herein, County agrees to pay Consultant upon completion of each project phase and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rate shall be in accordance with Exhibit "B", marked "Fee Proposal" incorporated herein and made part by reference hereof. The total amount of this Agreement shall not exceed \$487,900.00.

## ARTICLE IV

**Architectural License:** The Consultant hereby warrants and represents that Consultant is licensed to practice Architectural work as required by the State of California. The Consultant agrees to provide professional services that reflect the standards of professional care.

## ARTICLE V

**Engineering License:** The Consultant hereby warrants and represents that Consultant is licensed to practice Engineering as required by the State of California. The Consultant agrees to provide professional services that reflect the standards of professional care

## ARTICLE VI

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

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#### **ARTICLE VII**

**Consultant to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during term hereof.

#### **ARTICLE VIII**

**Assignment and Delegation:** Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Except for those subconsultants list in Exhibit "B" hereto, consultant shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

By appropriate agreement, Consultant shall require each subconsultant, to the extent of the work performed by each subconsultant, to be bound to Consultant by the terms of this Agreement, and to assume toward Consultant all of the obligations and responsibilities that Consultant, by this Agreement, assumes toward the County.

#### **ARTICLE IX**

**Independent Consultant/Liability:** Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

#### **ARTICLE X**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.



Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE XI**

### **Default, Termination, and Cancellation:**

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. Ceasing Performance: County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

## **ARTICLE XII**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
GENERAL SERVICES DEPARTMENT  
360 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: JORDAN POSTLEWAIT, MANAGER OF AIRPORTS, PARKS, AND GROUNDS

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

THE HLA GROUP, LANDSCAPE ARCHITECTS & PLANNERS, INC.  
1050 20<sup>TH</sup> STREET, SUITE 200  
SACRAMENTO, CA 95814  
ATTN: STEVEN A. CANADA, PRINCIPAL LANDSCAPE ARCHITECT

or to such other location as the Consultant directs.

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### ARTICLE XIII

**Indemnity:** To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, agents, employees and representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of Consultant includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

### ARTICLE XIV

**Insurance:** Consultant shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.
- D. In the event Consultant is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.

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- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
  2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the County.

#### **ARTICLE XV**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **ARTICLE XVI**

**Interest of Consultant:** Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

#### **ARTICLE XVII**

**California Residency (Form 590):** All independent Consultants providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

#### **ARTICLE XVIII**

**Taxpayer Identification Number (Form W-9):** All independent Consultants or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

#### **ARTICLE XIX**

**County Business License:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

#### **ARTICLE XX**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Jordan Postlewait, Manager of Airports, Parks, and Grounds, General Services Department, Airports, Parks, and Grounds Division, or successor.

#### **ARTICLE XXI**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

#### **ARTICLE XXII**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

#### **ARTICLE XXIII**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Consultant waives all objections to joinder of Consultant as a party to any mediation, arbitration, or litigation related to the Pollock Pines Community Park Project in which the County is joined or is otherwise named as a party and in which Consultant's conduct or its performance of professional services is in any way relevant to the subject of the dispute.

#### **ARTICLE XXIV**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

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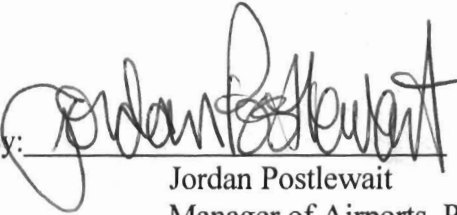
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**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By:  Dated: 11/06/07  
Jordan Postlewait  
Manager of Airports, Parks, and Grounds  
General Services Department

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By:  Dated: 11/8/07  
Laura S. Gill  
Acting Director  
General Services Department

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

--COUNTY OF EL DORADO--

Board Date: 10/2/07

Dated: 1/22/08

By: Norma Santiago

**NORMA SANTIAGO**

Board of Supervisors  
SECOND VICE-CHAIRMAN "County"

ATTEST:

Cindy Keck, Clerk  
of the Board of Supervisors

By: Marcie McFarland Date: 1/22/08  
Deputy Clerk Board Date: 10/2/07

--CONSULTANT--

Dated: 12-17-2007

THE HLA GROUP, LANDSCAPE ARCHITECTS & PLANNERS, INC.  
A CALIFORNIA CORPORATION

By: John H. Nicolaus  
John H. Nicolaus  
President  
"Consultant"

By: [Signature]  
Corporate Secretary

Dated: 12-17-07

## **Exhibit "A"**

### **Pollock Pines Community Park Work Plan June 22, 2007 Revised: September 6, 2007**

#### **Phase 1: Project Initiation and Coordination**

- 1.1 Immediately upon contract authorization, The HLA Group shall meet with the County to discuss and develop the following:
  - A. Develop project goals and expectations. Review and amend as necessary the work plan for the project. An anticipated Project Schedule will be prepared and will become the baseline for meeting major design milestones, commencing construction and completing the project. This schedule will outline the timeline for execution of design services. The project consultant team, County project manager and County staff will review the schedule and determine where adjustments may be necessary. More importantly, expectations of deliverables will be clearly stated to mandate accountability and performance. Prepare final project schedule and update throughout the project. Consultant's failure to meet the milestones established by the Project Schedule shall be considered a default as provided in Article XI of the Agreement.
  - B. Develop project management procedures with the county Project Manager for the project.
  - C. Discuss overall project construction budget and phasing parameters.
  - D. Receive all pertinent background information for the project site from the County, including any development plans for adjacent parcels.
  - E. Establish a Site Development Team consisting of the Project Manager and County staff. The role of the Site Development Team is to provide information and review to the consultant team throughout the duration of the project.
- 1.2 The HLA Group's consultant team will attend scheduled coordination meetings with the County and allied consultants and agencies associated with the project to facilitate exchange of data and concepts relevant to the project, review work products, review requirements associated with mitigation measures, receive input and feedback, and to ensure the project schedule is met. These meeting will include interface with consultants involved in the planning of the subdivision located to the north of the project site as well as with the El Dorado Irrigation District to review requirements associated with existing water canal facility. Ten [10] coordination meetings are anticipated throughout the course of the project, in addition to those in various tasks below.

#### **Work Products:**

1. Project Schedule with milestones for design and construction.
2. Agenda and minutes for consultant team coordination meetings with County staff and/or Site Development Team.

#### **Phase 2: Research and Data Collection**

- 2.1 Review all relevant project information and other related planning documents pertaining to the project and the site provided by the County.

- 2.2 Review of the existing County sports programs and leagues and tournament play in order to determine the programming requirements of the potential users of the complex.
- 2.3 Review of existing County park maintenance practices, equipment, manpower and budget allocated to the operations and maintenance for the project.
- 2.4 Review environmental documents provided by the County in order to incorporate any of the findings or mitigation measures into the project. Review all pertinent documents provided by the County, such as off-site development plans of adjacent parcels, offsite roadway improvements, water system networks, sewer and storm drain facility systems as this information is critical in determining design criteria and parameters.
- 2.5 Perform physical inspection of the site and note opportunities and constraints to determine and verify use compatibility. Prepare Site Analysis Plan that illustrates physical site conditions and opportunities and constraints. This plan will be presented at upcoming project meetings and presentations to the community.
- 2.6 Contact and coordinate with all utility companies having facilities within the selected rights-of-way for the project in order to validate existing infrastructure for adequacy and sufficient capacity or recommend improvements.
  - A. Prepare and submit "Notice of Intent" to County departments and other agencies, and incorporate their requirements into the design and final contract documents.

Work Products:

1. Project meeting agenda and minutes.
2. Comprehensive review of all relevant project information.
3. Site Analysis & Opportunities and Constraints Plan – (1 full size color rendered plan and digital copy).
4. Written summary of findings/requirements compiled from utility companies.

**Phase 3: Conceptual Park Plan Evaluation & Alternatives**

- 3.1 Prepare evaluation of the current County prepared Conceptual Park Plan as it relates to known existing site conditions, environmental document mitigation measures and functional and aesthetic considerations. Prepare a conceptual level preliminary cost estimate based on the current Conceptual Park Plan as a base line for anticipated project development costs.
- 3.2 Meet with County staff, the Site Development Team and other potential users of the complex to review and understand the existing site conditions, current programming requirements and the evaluation and preliminary costs of the current conceptual plan. Determine any requested programming or design modifications to the plan and prioritize the programming elements.
- 3.3 Prepare two (2) Site Concept Plan alternatives for the park site using updated information from the Project Development Team. The updated concept layout alternatives shall include all sports facilities, buildings (concessions and restrooms), complex support elements and facilities, parking lots, walkways, and other site amenities. Prepare a preliminary cost estimate and proposed phasing plan based on each alternative.

- 3.4 Meet with County staff to review the Site Concept Plan alternatives and cost estimates and discuss the agenda for Community Meeting #1. Determine any requested programming or design modifications to the plan and prioritize the programming elements.
- 3.5 Prepare for and attend one (1) community meeting to present the Site Concept Plan alternatives to the adjacent neighborhood community. This meeting will be coordinated and facilitated by County staff and is envisioned to present and solicit comments to the Site Concept Plan alternatives. Comments to the alternatives will be noted and under the direction of the County we will prepare a Final Park Master Plan for the Site.

Work Products:

1. Project meeting agenda and minutes.
2. Memorandum of current concept plan evaluation.
3. Site Concept Plan alternatives (2) with phasing recommendations - (1 full size color rendered plan copy and digital copy of each alternative).
4. Preliminary cost estimate based on the Site Concept Plan alternatives.
5. Graphic plan materials for Community Meeting #1.

**Phase 4: Final Park Master Plan**

- 4.1 Prepare a Final Park Master Plan incorporating comments and information from the county and from Community Meeting #1. Prepare a preliminary cost estimate and proposed phasing plan based on the Final Park Master Plan.
- 4.2 Prepare for and attend Community Meeting #2 to present the Final Site Master Plan to the adjacent neighborhood community. This meeting will be coordinated and facilitated by County staff and is envisioned to present and solicit comments to the Final Park Master Plan.
- 4.3 Attend and present the Final Park Master Plan and cost estimate and phasing alternatives to the County Parks Commission at their regularly scheduled meeting to solicit comments and obtain approval of the Final Park Master Plan. Revise plan as necessary based on comments.
- 4.4 Attend and present the Final Park Master Plan and cost estimate and phasing alternatives to the County Parks Commission at their regularly scheduled meeting to solicit comments and obtain approval of the Final Park Master Plan. Revise plan as necessary based on comments.
- 4.5 Prepare and submit "Letter A" to utility companies and "Notice of Intent" to County departments and other agencies and incorporate requirements into the design and final contract documents. A Preliminary Site Plan will be generated and used as the basis for these submittals.

Work Products:

1. Site Master Plan with phasing recommendations - (1 full size color rendered plan copy and digital copy).
2. Preliminary cost estimate based on the Final Park Master Plan.
3. Graphic plan materials for Community Meeting #2.

**Phase 5: On-Site Topographic Verification Survey (field work provided at prevailing wage)**

- 5.1 Perform topographic mapping within the 29.728 acre site:
  - A. Tie and relate approved bench mark.
  - B. Tie and relate features and improvements within the aforementioned site with a ground shot grid of approximately 50 to 100 feet (trees will not be located).
  - C. Compile field data and prepare a base map at standard scale with a one (1) foot contour interval.
  - D. The boundary as provided by the county will be used for the on-site topographic base map (should boundary verification be required we will provide services under a separate Additional Work Authorization).
- 5.2 A title report will be necessary to locate the property lines and the existing easement. The title report will be supplied by the Client. Deed searches for easements, documents, etc., not identified in the title report will be performed as an extra service under an Additional Work Authorization.

**Phase 6: Off Site Design Survey (field work provided at prevailing wage)**

- 6.1 Perform field surveys to locate and identify apparent design constraints relevant to the design of project approximately 2,100 feet in total length from project site boundary to Pony Express Trail.
  - A. Cross-sections at 50 foot stations.
  - B. 150 feet each way from the end of the roads.
  - C. Centerlines, driveways, cut lines, and match lines.
  - D. Surface improvements, including striping, signal lights, street lights, etc.
  - E. Manhole flow lines for sewer and storm drain lines.
  - F. Valves, hydrants, backflow prevention devices, fire department connections, etc.
  - G. Pole lines; and
  - H. USA marks identifying underground utilities if available.Boundary survey not included.

**Phase 7: Timber Harvest Plan & Management**

Based on the Final Park Master Plan prepared for the project, Progressive Forestry will prepare a Timber Harvest Plan and administer timber sales as necessary for construction of the project.

- 7.1 Conduct required scoping for plants, animals, archaeological resources and harvest history within watershed.
- 7.2 Establish harvest boundaries.
- 7.3 Begin field preparation including marking, flagging exclusion zones, site surveys for plants, animals and archaeological resources.



- 7.4 Perform timber cruise to estimate harvestable volume.
- 7.5 Prepare stand table.
- 7.6 Prepare Timber Harvest Plan (THP) for conversion to non-timber use. Submit plan to CDF for review and permit filing.
- 7.7 Conduct pre-harvest inspection (PHI) with agency representatives from CDF, DFG, RWQCB, etc.
- 7.8 Conduct field visit with potential log buyers.
- 7.9 Conduct field visit with potential loggers.
- 7.10 Negotiate sale of timber between buyers and the County.
- 7.11 Negotiate competitive logging rates and forward to County for approval.
- 7.12 Prepare any other applications that may be necessary.
- 7.13 Meet with adjacent landowners to mitigate potential conflicts and land issues.

#### **Phase 8: Design Development**

Based on the approved Final Park Master Plan, comments received from County staff, the Site Development Team, and County departments, the consultant team shall prepare design development plans for the site improvements. The design development submittal shall be prepared as the 30% project submittal and will include general design for the site. Plans will document master utility layouts as well as provide design direction and materials of all major site amenities for the improvements. The County has expressed interest in using a pre-engineered "conspan" type of structure for the Emergency Vehicle Access (EVA) crossing of the EID canal. EID must approve the crossing concept before design of the structure can begin. If it is determined that the "conspan" type of structure cannot be used, an alternative crossing will be proposed. Design of an alternative crossing structure is not included in this scope and shall be considered additional work.

- 8.1 Prepare design development plans for the site improvements that illustrate the character (design theme for the project), size and locations of the proposed elements, including all recreational facilities, on-site roadway designs, (including emergency vehicle access connection to adjacent property to the north), parking lot design, pavement design, sections, on-site sewer, storm drain and domestic (potable and fire) system designs, site lighting, irrigation and landscape design concepts. Anticipated plans in this submittal include:
  - Cover Sheet
  - Layout/Detail Reference Plan
  - Off-Site Access Roadway Plans and Profiles
  - On-Site Roadway, Parking and Circulation Plan
  - Rough Grading Plan
  - Master Site Utility Plan
  - Master Irrigation Plan
  - Planting Plan
  - Construction and Landscape Details

- 8.2 Prepare site master rough grading plan for the site, including proposed contours at one-foot intervals. Provide finish grade spot elevations and pavement elevations for proposed improvements. Prepare earthwork calculations for on-site balance of cut and fill operations.
- 8.3 Prepare site master utilities plan that determines the sizes, capacities and loads for sanitary sewer, storm drain, domestic water, fire protection, and electrical systems for the entire project site. This plan will ensure the necessary utility services and stubs for efficient and cost effective trunk line/distribution connections are accommodated.
- A. The consultant team will act as the project coordinator between the County and utility companies. We will contact utility companies to verify location of existing facilities and determine any facilities that may be necessary to provide future utility services to the area or that need to be relocated. All relevant information from the utility companies will be shared with the County to permit policy and budgeting decisions to be made.
- 8.4 Prepare a site master irrigation plan for the project site that indicates proposed types of recommended irrigation in each area, probable main line routing, and estimated number of controllers. Explore the use of an irrigation computer controller system, including flow sensing, weather station, and hand held remote control in order to best manage the water use for the park.
- 8.5 Prepare a design development submittal booklet for the overall site that includes preliminary construction details, and materials and/or product manufacturers catalog cut sheets. The intent of this package is to establish the "design theme" that will be incorporated throughout the entire project.
- 8.6 Prepare outline specifications for the site improvements describing the proposed systems and materials. This will include preliminary descriptions of the structural, mechanical and electrical systems as necessary for the support structures for estimating purposes.
- 8.7 Prepare a statement of probable construction costs for the site improvements based on the site design development submittal.
- 8.8 Attend one (1) meeting to submit and review the contents of the design development plans and statement of probable construction costs for the project to County staff for their review and comments.

**Work Products:**

1. Design Development (30%) plans and submittal booklet.
2. Statement of Probable Construction Costs.
3. Meeting agenda and minutes.

**Phase 9: Construction Documents**

Prepare construction document sets (plans, specifications, and bid document packages) for the proposed phase 1 improvements based on the approved design development plans and submittal package. The documents shall set the requirements for construction of the proposed improvements. The construction documents shall be prepared to facilitate the approval process, project bidding and construction schedules.

- 9.1 Attend one (1) meeting with the County upon their review of the Design Development submittal to review comments to the plans.

- 9.2 60% Construction Documents. Prepare complete construction plans for the on-site improvements in accordance with County standards. The following plans are anticipated to be developed in conjunction with this work.
- A. Project Cover Sheet with sheet index and approved signature block. A separate sheet with project abbreviations and symbols legend and general notes may be required.
  - B. Layout Plans to include overall site control with dimensions and detail references for site elements. Sections, profiles, horizontal and vertical alignments, and construction details for the storm drain, sewer and domestic water systems will be shown.
  - C. On-site Parking Lot, Emergency Vehicle Access & EID canal crossing ("Conspan") and Roadway Plans to include overall site control with dimensions and detail references for parking lot and access drives. Sections, profiles, horizontal and vertical alignments, and construction details for the storm drain, sewer and domestic water systems will be shown.
  - D. Grading Plans that include proposed contours, spot elevations, building pad elevations, roadway and parking lot grading and drain flow direction.
  - E. Utility Plans that include proposed sewer, storm drain and water (potable & fire) facilities. Prepare plans and necessary details for the construction of the required sewer pipelines, storm drain lines, laterals, catch basins, man holes, etc.
  - F. Architectural plans for a pre-engineered restroom/storage building and group picnic structure, including structural, mechanical and electrical engineering. Architectural plans shall be prepared by selected building manufacturer and include all applicable structural, mechanical and electrical engineering design and calculations necessary for agency review and approval.
  - G. Electrical Plans that include the following:
    - 1. Coordination of all necessary electrical and phone service connections and systems with the associated utility agencies and incorporate requirements into the construction documents.
    - 2. Design and layout of metered service pedestal with power distribution system that accommodates for future construction phases.
    - 3. Design and layout exterior lighting systems, controls and receptacles for site lighting (walkway), and group picnic lighting and convenience receptacles.
    - 4. Design and layout power connection to irrigation controllers and booster pump.
    - 5. Design and layout of sports field lighting and control systems for sports fields included in phase 1 improvements.
    - 6. Design and layout telephone service conduit for irrigation central control system.
  - H. Planting plans showing plant species sizes and locations. Provide water use calculations as required for county review.
  - I. Irrigation plans showing mainline and lateral line routings, valve and sprinkler systems and locations, booster pump and automatic control systems. Provide required controller schedules and estimated water use as mandated by county.
  - J. SWPPP Plan and Details: Prepare overall Erosion Control Plan with construction entrance, silt sacks, straw wattles, silt fence and other erosion control devices to be included in construction. (Storm Water Prevention Plan with supporting plans including Best Management Practices, post-construction BMPs, documents, monitoring guidelines and inspection reporting requirements for site to be prepared by Contractor). RWQCB Notice of Intent will be prepared and processed along with the supporting documents (County will monitor, report, inspect and certify construction).
  - K. Construction details for the proposed site work.

- L. Prepare Preliminary Drainage Report per El Dorado County standards. Preliminary report to include offsite disposal of storm water from the site.
  - M. Prepare statement of probable construction costs based on construction documents with bid items and unit prices.
  - N. Prepare technical specifications for the proposed work using County approved format, including bid documents with quantities for a unit price construction contract. Project manual front-end documents shall be provided by the County. The specifications shall include reference to County Standard Specifications and CalTrans Standard Specifications.
- 9.3 Prepare separate Off-Site Roadway Improvements Plans for access roadway to the park. Plans shall include sections, profiles, horizontal and vertical alignments and construction details for roadway pavement and utility systems. Plans will be prepared, updated and submitted as a separate plan set to applicable agencies such as DOT and EID as necessary for review and approval and will follow the same submittal timing as the on-site plans.
- 9.4 60% Construction Document Submittal: Submit construction drawings, preliminary drainage report and outline of technical specifications for review by the County. Provide submittal of documents to other reviewing agencies as applicable at this stage.
- 9.5 Attend one (1) meeting with the County to review 60% submittal plan check comments.
- 9.6 95% Construction Documents: Update construction drawings and technical specifications for review by the County.
- A. Prepare and update plan documents and bring up to a 95% completion level.
  - B. Update Drainage Report to a 95% completion level.
  - C. Update technical specifications for the proposed work and bring up to a 95% completion level.
  - D. Update statement of probable construction costs based on construction document submittal.
  - E. Quality Control and Review: We will provide a thorough in-house quality control review of the entire construction document package prior to submittal to the County to ensure completeness and accuracy. Procedures to include compliance by team members and sub consultants, review by qualified professionals not directly involved in the project, format and checking procedures for calculations correspondence and communications and review for compliance with applicable client standards and requirements.
  - F. Coordinate submittals and incorporate all comments received from necessary utility companies and submit improvement plans to the various utility companies for their approval, use and coordination for the project.
- 9.7 100% Construction Document Submittal: Update documents based on County review comments and submit final construction documents for review by the County and applicable utility companies. Update the technical specifications and statement of probable construction costs based on the plans. Provide in-house quality control review of the construction document package to ensure completeness and accuracy.
- 9.8 Attend one (1) review meeting with the County to review final plan check comments and to finalize the bid set documents.

- 9.9 Prepare and submit final bid set construction documents for County approval and applicable utility companies' approvals, including processing and obtaining County building permits as applicable. Update the technical specifications and statement of probable construction costs based on the final plans. Provide final in house quality control review of the construction document package to ensure completeness and accuracy.

**Work Products:**

1. Plans, specifications and cost estimates at each of the 60%, 95%, and 100% submittals (5 sets).
2. Agenda and minutes for each submittal review meeting.
3. One (1) complete original Mylar reproducible set of bid set construction plans, specifications and cost estimate for the improvements.
4. Digital copies on CD-R of the bid-set project drawings, specifications, and cost estimate in AutoCAD, Microsoft Word and Excel formats.

**Exclusions to Scope of Services**

The following information or services as required for performance of the work shall be provided by the County. The HLA Group and its consultants assume no responsibility for the accuracy of such information or services and shall not be liable for error or omissions therein. Should The HLA Group and its consultants be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.

1. As-built improvement plans for adjacent roadway improvements.
2. Additional construction documents or amendments to existing construction documents for the identification of project phasing if deemed necessary by the County.
3. Discovery or removal procedures for hazardous waste, wells, underground tanks and archaeological artifacts.
4. Environmental assessment prepared for the park by the County.
5. Geotechnical engineering report preparation for the site. Report will be provided by the County.
6. Permit, plan checking, inspection and other agencies fees, including utility services/connection and application fees.
7. Traffic signal design and construction documents.
8. Project bidding services.
9. Construction observation and administration services.

## Exhibit "B"

### Fee Proposal

Pollock Pines Community Park

June 25, 2007 - Revised: Sept 6, 2007

The HLA Group shall provide the services for the Pollock Pines Community Park project proposed in the Scope of Services for the estimated fees as follows:

Phase 1	Project Initiation and Coordination – Fixed Fee		
	• Landscape Architect	\$13,500.00	
	• Civil Engineer	\$3,500.00	\$17,000.00
Phase 2	Research and Data Collection – Fixed Fee		
	• Landscape Architect	\$7,000.00	
	• Civil Engineer	\$7,500.00	\$14,500.00
Phase 3	Concept Park Plan – Fixed Fee		
	• Landscape Architect	\$15,000.00	
	• Civil Engineer	\$7,500.00	\$22,500.00
Phase 4	Final Park Master Plan – Fixed Fee		
	• Landscape Architect	\$12,500.00	
	• Civil Engineer	\$3,000.00	\$15,500.00
Phase 5	Onsite Topographic Survey Verification – Fixed Fee		\$25,200.00
Phase 6	Offsite Topographic Survey – Fixed Fee		\$15,000.00
Phase 7	Timber Harvest Plan – Fixed Fee		\$25,000.00
Phase 8	Design Development – Fixed Fee		
	• Landscape Architect	\$41,000.00	
	• Civil Engineer	\$50,000.00	
	• Electrical Engineer	\$6,000.00	\$97,000.00
Phase 9	Construction Documents – Fixed Fee		
	• Landscape Architect	\$120,000.00	
	• Civil Engineer	\$88,700.00	
	• Electrical Engineer	\$20,000.00	
	• Structural Engineer	\$5,000.00	\$233,700.00
	Reimbursable Expenses – Time & Materials NTE		
	• See Below for Items	\$12,500.00	
	• Pre-Engineered Building Plans	\$10,000.00	\$22,500.00
<b>Not to Exceed</b>			<b>\$487,900.00</b>

1. Above fees are based from the current site development plan prepared by the county and mitigated negative declaration prepared for the project that identifies park program and facilities anticipated.
2. Additional services are not included under this proposal. If requested and authorized in writing by the Client, such services shall be billed on a "time and materials" based on the hourly rates listed below.



3. Professional Fee Schedule On An Hourly Basis. The HLA Group and its consultants reserve the right to adjust their hourly rates on a yearly basis starting January 2008.

A. **The HLA Group, Landscape Architects & Planners, Inc.**

Effective through December 31, 2007

Principal Landscape Architect	\$155
Senior Associate Landscape Architect	\$130
Associate Landscape Architect	\$110
Project Landscape Architect/Project Manager	\$95
Job Captain	\$80
Senior Landscape Designer	\$70
Landscape Designer	\$60
Project Planner	\$100
Assistant Planner	\$65
Information Systems Manager	\$90
Information Systems Assistant/Graphic Support	\$60
Support Staff	\$40

B. **Carlton Engineering**

Effective through December 31, 2007

Principal	\$204
Program Director	\$156
Senior Planner	\$165
Senior Engineer	\$145
Senior Project Manager	\$139
Senior Project Engineer	\$134
Project Manager	\$134
Senior Certified Plans Examiner	\$129
Project Engineer	\$120
Staff Engineer	\$114
Certified Plans Examiner	\$104
Senior Staff E.I.T	\$101
Senior Structural Engineering Technician	\$96
Agency Liaison	\$95
Staff E.I.T	\$93
Structural Engineering Technician	\$86
Permit Technician	\$75
Civil Intern	\$70
CAD Designer	\$92
Senior Draftsperson	\$86
Staff Draftsperson	\$75
Junior Draftsperson	\$70
Clerical	\$56
Senior Hydrologist	\$175
Expert Witness	\$350
Marketing Coordinator	\$97
Overtime after 8 hours in a day, but less than 12 hours	1.4 x Bill Rate
Overtime after 12 hours in a day	1.8 x Bill Rate

Per Diem Rates – High Cost Cities	\$325 per day
Per Diem Rates – Low Cost Cities	\$225 per day
Travel Expenditures and Reimbursables	Cost + 15%
Mileage billed at	\$.52 per mile
Reprographics: Bond Color (in house)	\$.26 per Sq Ft
Reprographics: Mylar Plots (in house)	\$4 per Sq Ft
Reprographics: Color Plots (in house)	\$4 per Sq Ft

C. **Progressive Forestry**

Effective through December 31, 2007

Registered Professional Forester	\$70
Forest Technician	\$40
Office Assistant/Researcher	\$35
Standard Reimbursable Expenses	
Mileage	\$0.50/mile
All materials needed for field preparation are cost plus 10%.	
Progressive Forestry has a two hour minimum for field related work.	

D. **Environmental Stewardship & Planning**

Effective through December 31, 2007

Principal	\$135-165
Associate	\$100-130
Senior Biologist	\$100-110
Editor	\$75-95/Hour
Staff Planner/Biologist	\$75-80
Clerical	\$45
Administrative	\$40
Note: Expert testimony services are provided at 200% of Standard Rates	
Direct Charges	
Mileage	\$.445/Mile
Postage and Electronic Communication Included in 6% Administrative Fee	
Supplies and Subcontractors	Cost + 15%

E. **Ken Rubitsky & Associates**

Effective through December 31, 2007

Hourly Rates	
Principal	\$150
Engineer	\$125
Project Manager	\$100
Designer	\$85
Drafter	\$70
Clerical	\$55

5. Miscellaneous Items

- A. Reimbursable expenses are included in the above proposed fee schedule as time and materials not to exceed. Such expenses include, but are not limited to, outside computer time charges, telecommunication charges, lodging, mileage, and travel out of town, blueprinting and reprographics, postage, rental of equipment and vehicles, messenger and/or delivery charges, photographic supplies, and soil fertility processing. Charges for reimbursable expenses are computed at 1.15 times actual cost. Reimbursable expenses shall not exceed Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) without County's written authorization.
- B. The County shall designate a person responsible for design direction to The HLA Group for this project and has the authority for design approval. In the event that the design as approved by the County's designated person is rejected by others, and re-design is required, such re-design services shall be compensated as Additional Services.
- C. Revisions and changes in approved construction documents and the preparation of alternate or deductive bid items requested by the County shall be compensated as Additional Services.
- D. The preparation of construction documents to accommodate a phased construction project shall be compensated as Additional Services.
- E. Upon completion or earlier termination of all services under this Agreement, all drawings, specifications, documents, data and other products used during the life of the project shall remain in the public domain and remain the property of the County. All professional and technical information, drawings and related data developed under the Consultant Services Agreement shall not be used by the County in part or in whole on any other project without the written consent of The HLA Group.
- F. Landscape architects are regulated by the State of California. Any questions concerning a landscape architect may be referred to the Landscape Architects Technical Committee at: 400 R Street, Suite 4000, Sacramento, California 95814, (916) 445-4954.