



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

March 13, 2006

AGENDA: MARCH 28, 2006

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

**RE: AWARD OF DESIGN CONTRACT FOR THE IMPLEMENTATION OF THE
MANAGEMENT PLAN FOR THE MONARCH BUTTERFLY AND OTHER
IMPROVEMENTS AT MORAN LAKE PARK**

Dear Members of the Board:

On February 14, 2006, your Board directed the Parks Department to return on March 28, 2006 with the necessary documents and design contract for consideration and approval for the implementation of the Management Plan for the Monarch Butterfly and other improvements at Moran Lake Park. Through the term of the solicitation process, the Parks Department distributed 20 Request for Qualifications (RFQ's) to various consultants within and outside the local jurisdiction.

Four firms responded to the Request for Qualifications. The firms that responded included: Joni Janecki & Associates, Inc. of Santa Cruz County, RRM Design Group of San Luis Obispo, Dillingham Associates Landscape Architects of Berkeley and WRA Environmental Consultants of San Rafael. With the assistance of a numerical evaluation process, the Parks Department determined that the firm of Joni Janecki & Associates, Inc. was the most qualified to perform the scope of work. The Parks Department and the Consultant have negotiated a contract in the amount of \$187,264, which includes a design contingency of \$8,500.

To move forward with the project, your Board will need to approve a contract with Joni Janecki & Associates, Inc., in the amount of \$187,264, to implement the Management Plan for the Monarch Butterfly and other improvements to Moran Lake. The design contract will include combining the East Cliff Facility Management Plan for the Monarch Butterfly with the Moran Lake Management Plan to manage both areas as one unit. Design services will address strategic tree planting to enhance the Monarch Butterfly habitat, resolve drainage issues which affects the Eucalyptus Tree groves, reconstruction of the parking lot and restroom to make them ADA compliant. In addition the design services will include stabilization of the Moran Lake embankment near the southeast corner and environmental interpretive signage program (as identified in the RDA Moran Lake Water Quality and Conceptual Restoration Study).

BOARD OF SUPERVISORS
Moran Lake Management Plan
Page Two

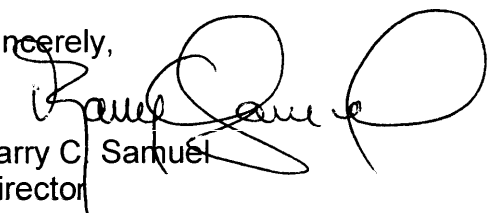
Agenda Date: March 28, 2006

The Parks Department envisions the Consultant preparing the construction documents to 50% completion in preparation of initiating the CEQA review process. The timetable for this Work including the CEQA process, should take the project through to the first half of F.Y. 2007. Construction would take place in FY 2007/2008. Redevelopment Agency funding in the amount of \$150,000 in account 611147/9842 has been approved and budgeted in F.Y. 2005/2006. The remaining \$37,264 has been budgeted for F.Y. 2005/2006 in the Live Oak Park Dedication District account 192105/ 6610, for a total contract amount of \$187,264. Subsequent funding for the project has been programmed from the Redevelopment Agency.

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

1. Approve the Agreement with Joni Janecki & Associates, Inc. in the amount of \$187,264, which includes a \$8,500 design contingency, to prepare construction documents, see the project through the CEQA process, prepare final construction documents for securing applicable permits and bidding, and;
2. Authorize the Director of the Department of Parks, Open space and Cultural Services to sign the Agreement and related documents and approve change orders up to the amount of \$8,500 for unanticipated design services, 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, Sanitation District, Parks

Contract No. _____

**INDEPENDENT CONTRACTOR AGREEMENT
FOR CONSULTANT SERVICES**

THIS CONTRACT is entered into this 28th day of March 2006, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and JONI JANECKI & ASSOCIATES, 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 to combine the Monarch Butterfly Management plans for Moran Lake and the East Cliff Facility. Design services will include the preparation of construction documents for the implementation of the combined Management Plan and other park improvements. Construction documents will include improvements for an ADA compliant parking area; new prefabricated ADA accessible restroom building with outdoor shower facility; improved ADA accessible picnic area; ADA accessible pedestrian and bicycle path; stabilization of the bank edges near the bike path; interpretive signage; landscape enhancement plans for the Monarch Butterfly and grove stabilization; and irrigation plans to support the landscape plans. Consultant duties will also include the attendance of various meetings with the County Parks Department and other agencies. The construction of improvements is located at /or adjacent to Moran Lake County Park, Santa Cruz, California.

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 \$187,264. This total includes the scope of work identified in CONSULTANT'S proposal Exhibit A for compensation in the amount of \$178,764, plus a contingency of \$8,500 for miscellaneous design services. The use of miscellaneous design services will require a change order approved by the County Parks Department.

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, 2008, 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 a construction cost estimate which reflects the most current industry costs, if and only if, this paragraph is initialed by CONSULTANT and COUNTY *JH / RCO*.

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

 **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; (9) 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: JONI JANECKI &
ASSOCIATES, INC.
By: *Joni Janekki*
Address: 515 Swift Street
Santa Cruz, CA 95060
Telephone: 831-423-6040
Fax: 831-423-6054

COUNTY OF SANTA CRUZ:
By: _____

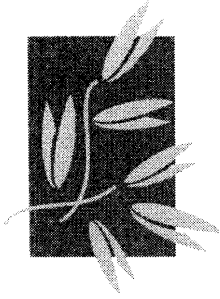
APPROVED AS TO INSURANCE:
Janet McKimley
Risk Management
3-16-06

APPROVED AS TO FORM:
Maria Costa
County Counsel

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

EXHIBIT A

0000339



JONI L. JANECKI
& ASSOCIATES, INC.

March 9, 2006

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

Project: Moran Lake County Park Improvement Plans and Combined Habitat
Management Report
RE: Scope of Services and Fee Proposal

Dear Bob,

Again, thank you for selecting our team on the Moran Lake County Park Improvement project. We are delighted to have this opportunity to continue working with County Parks and the community on improving the park facilities and habitat for visitors and wildlife, including the monarch butterflies. The attached spreadsheet outlines the anticipated tasks for completing the work outlined in the Request for Qualifications and the input received during our meeting February 7, 2006.

We understand the project area is approximately 10-acres (inland of the road) and includes the East Cliff Sanitation lands (out-board of the facilities buildings). We also note the scope of services is focused on the land. The following summarizes the facilities program included in the project:

- Combined Habitat Management Report (Park and East Cliff);
- ADA compliant parking area;
- New prefabricated ADA restroom facility (20 x 28 with 6-foot wide chase) with security lighting, articulated exterior finishes, outdoor shower facility;
- Improved picnic area (ADA accessible);
- Shared bicycle and pedestrian paths with a primary accessible path;
- Stabilization of the bank edges (bike path);
- Interpretative signs (5) and elements for self-guided exploration of the habitat highlights and ecology of Moran Lake County Park;
- Landscape enhancement plans for monarch butterfly and grove stabilization;
- Irrigation plans to support landscape plans;
- Periodic meetings with Parks and public agencies to review and coordinate the project as indicated below.



The scope of services also includes preparation of topographic and boundary survey for the park and sanitation property, 50% construction documents, CEQA intake, 100% final construction documents, and bid document submittal to Parks.

We understand Parks will provide a standard county services agreement to which this document will serve as an exhibit. Please note this proposal outlines the work anticipated; however, as the project develops and new information is learned, the scope of work, agency/permitting requirements, schedule and fees may change. We would like to reserve the opportunity to request modifications to the scope of work as needed and as pre-approved by Parks.

The following scope of service and fee is proposed:

Part I – Background, Research, Project Kick-off:

Includes review of previous reports, studies, plans and background of the project area, team workshop and site visit with Parks. The Team Workshop and Site Visit will include: Review of project objectives, discussion of background material and modifications to the habitat management report, park improvements and on-going maintenance of the area, review of CEQA and County Development and Coastal Development Permit process, outlining the critical path and project schedule.

Part I	Hours	Hourly Rate	Total
Joni L. Janecki & Associates, Inc.			\$2,350
Principal	8	\$125	\$1,000
Project Manager	12	\$90	\$1,080
Draftsperson	2	\$80	\$160
Clerical	2	\$55	\$110
Fall Creek Engineering			\$1,575
Principal	7	\$130	\$910
Associate Engineer	7	\$95	\$665
John Gilchrist & Associates			\$340
PrinciDal	2	\$90	\$180
Biologist	2	\$80	\$160
Strelow Consulting			\$1,100
Principal	10	\$110	\$1,100
Entomological Consulting Services, Ltd.			\$1,200
PrinciDal	8	\$150	\$1,200
Barrie D. Coate, Arborist			\$1,400
Principal	8	\$175	\$1,400
Subtotal:			\$7,965

Part II – Combine Habitat Management Reports:

This task includes combining the Moran Lake County Park Monarch Butterfly Habitat Management Plan with the East Cliff Facility Butterfly Habitat Management Plan. During this task the Team will outline maintenance schedule (to coordinate with butterfly overwintering periods), phasing strategy for selective limb and tree removal, balancing tree maintenance with butterfly habitat needs and public safety, and incorporating findings from Team Workshop. A draft will be reviewed by the Team and issued to Parks for review and comment. A final combined report will be completed and submitted to Parks for distribution. The combined report will become part of the CEQA documents and permitting package.

Part II	Hours	Hourly Rate	Total
Joni L. Janecki & Associates, Inc.			\$5,920
Principal	6	\$125	\$750
Project Manager	36	\$90	\$3,240
Draftsperson	20	\$80	\$1,600
Clerical	6	\$55	\$330
Fall Creek Engineering			\$520
PrinciDal	4	\$130	\$520
John Gilchrist & Associates			\$720
Principal	8	\$90	\$720
Strelow Consulting			\$880
Principal	8	\$110	\$880
Entomological Consulting Services, Ltd.			\$600
PrinciDal	4	\$150	\$600
Barrie D. Coate, Arborist			\$350
Principal	2	\$175	\$350
		Subtotal:	\$8,990

Part III – Agency Workshop:

The Team will prepare for and facilitate a multi-agency workshop. The goal of this workshop is to gain multi-agencies consensus on approach and scope of project. The Team will prepare graphics for use in the workshop, including: enlargements of key habitat management plans/diagrams, bubble diagram of site improvements and program elements, summary of key management guidelines, image board of opportunities (interpretation, bike path stabilization, erosion control, planting and site amenities).

Part III	Hours	Hourly Rate	Total
Joni L. Janecki & Associates, Inc.			\$3,095
Principal	8	\$125	\$1,000
Project Manager	12	\$90	\$1,080
Draftsperson	12	\$80	\$960
Clerical	1	\$55	\$55
Fall Creek Engineering			\$900
PrinciDal	4	\$130	\$520
Associate Engineer	4	\$95	\$380
John Gilchrist & Associates			\$540
Principal	6	\$90	\$540
Strelow Consulting			\$660
Principal	6	\$110	\$660
Entomological Consulting Services, Ltd.			\$600
Principal	4	\$150	\$600
Barrie D. Coate, Arborist			\$350
Principal	2	\$175	\$350
Subtotal:			\$6,145

Part IV – Complete Boundary Survey and Topographic Mapping of Park & Portion of East Cliff Sanitation Facility:

(Vertical datum based on County benchmark system – Work to be completed concurrently with Part I and 11, above).

A – Moran Lake Park:

Provide a boundary survey and research of the public record to locate the perimeter boundary of Moran Lake County Park. Set ½ inch iron pipes with my tag on top at all angle points in the perimeter boundary lines. Set wood stakes on long lines that need further definition. Generate a Record of Survey map to be recorded with the County of Santa Cruz. (File a Record of Survey map with the County per State requirements).

Generate a topographic map of the Moran Lake County Park based on a field survey. The boundary survey will be tied into the topographic survey. The vertical datum for the topographic survey will be based on the County benchmark system. The mapping will show trees greater than 12-inches, tops and toes of all slopes and channels, surface drainage courses, the water line of the lake, the parking lot and structures, the road, paths, pavement surfaces, fencing, encroachments if any, infrastructure, utilities, manholes with invert elevations, and other physical features necessary for the proper interpretation of the map.

The map will show spot elevations and lines of contour in one-foot intervals. The map will be presented on several 24" x 36" sheets of paper at an appropriate scale and on a larger sheet of paper (30" x 42") showing the overall project. Provide an electronic Auto Cad version of the drawing in the .dwg format.

B – East Cliff Sanitation:

Generate a Topographic map of the East Cliff Sanitation Facility based on a field survey. The vertical datum for the topographic survey will be based on the County benchmark system. The limits of the mapping will be between the perimeter fencing, property boundary, and the interior fencing, excluding the treatment plant structures. The mapping will show trees greater than 12-inches, tops and toes of all slopes and channels, surface drainage courses, the road, paths, pavement surfaces, fencing, encroachments, if any, infrastructure, utilities, manholes with invert elevations, and other physical features necessary for the proper interpretation of the map. The map will show spot elevations and lines of contour in one-foot intervals. The map can and will be presented in several different ways, including 24" x 36" sheets of paper at an appropriate scale and on a larger sheet of paper, perhaps a 30" x 42" sheet, showing the overall project. The presentation of the project will show both the Park area and Sanitation and be provided in electronic AutoCAD versions (2002) in the .dwg format.

Part IV-A Moran Lake Park	Hours	Hourly Rate	Total
Joni L. Janecki & Associates, Inc.			\$395
PrinciDal	1	\$125	\$125
Project Manager	3	\$90	\$270
Fall Creek Engineering			\$225
Principal	1	\$130	\$130
Associate Engineer	1	\$95	\$95
Paul Hanagan, Surveyor			\$32,00
PrinciDal Survevor	24	\$120	\$2,880
Field Crew (2)	120	\$220	\$26,400
CAD Tech	32	\$85	\$2,720
Subtotal:			\$32,620

Part IV-B East Cliff	Hours	Hourly Rate	Total
Joni L. Janecki & Associates. Inc.			\$305
Principal	1	\$125	\$125
Proiect Manaer	2	\$90	\$180
Fall Creek Engineering			\$225
PrinciDal	1	\$130	\$130
Associate Engineer	1	\$95	\$95
Paul Hanagan, Surveyor			\$13,395
Field Crew (2)	52	\$220	\$11,440
CAD Tech	23	\$85	\$1,955
Subtotal:			\$13,925
Total Part IV:			\$46,545

Part V – Interpretive Signage:

Working closely with the interpretive artist the Team will develop an initial concept for illustrating and describing environmental attributes of the park as listed:

1. Erica Fielder Studio (EFS) will produce the art, design and layout for five interpretive panels for Moran Lake Park. The panels will depict both cultural and natural history topics as well as information about restoration and park use. The panels will display full color art, some photos and text in English only.
2. The layout and design with images and text will be prepared for panels measuring 36” x 24” each.
3. EFS will provide client with all final panel images and text in digital format ready for fabrication.
4. EFS will track project through fabrication process. (Installation is not included. Installation details will be part of construction documents).
5. One (1) scoping trip to Moran Lake County Park.
6. Preliminary design including sketches, text, layout drafts and review with Parks.
7. First panel revisions on sketches, text and layout and submittal to Parks for review and comment.
8. Second panel revisions on sketches, text and layout and meeting with Parks for final review.
9. Following meeting, complete final layout and design with artwork, text, typography and photos in digital format ready for fabrication.

Part V	Hours	Hourly Rate	Total
Joni L. Janecki & Associates, Inc.			\$2,050
PrinciDal	2	\$125	\$250
Landscape Architect	4	\$105	\$420
Project Manager	10	\$90	\$900
Draftsperson	6	\$80	\$480
John Gilchrist & Associates			\$90
PrinciDal	1	\$90	\$90
Entomological Consulting Services, Ltd.			\$150
PrinciDal	1	\$150	\$150
Erica Fielder Studio			\$24,384
PrinciDal	195	\$75	\$14,625
Direct costs for materials:			
<ul style="list-style-type: none"> ■ Fabricated panels and bases (36” wide x 24” high): \$2,346 <ul style="list-style-type: none"> - Five panels, includes 10-year warranty, tax and shipping; - Five frames and bases, tax and shipping. ■ Photograph art and digital scan (200x5) \$1,000 ■ Materials, postage, shipping and handling (includes crate and charges to ship to fabricator for color check) and mileage (one way) \$450 			
Subtotal:			\$26,674



Part VI – Prepare 50% Construction Documents:

Key members of the Team will prepare site improvement plans for the park including the following: ADA parking lot improvements, new ADA compliant prefabricated restroom, ADA path from the parking area and road to the northerly portion of the park, stabilization of the bike path section near the lake, addition of environmental interpretation signs at key points/overlooks in the park, replacing in-kind split-rail fence, picnic tables and benches, demonstration planting of plant species that support monarch butterflies and successional replacement and supplemental tree planting and supporting irrigation as outlined in the Combined Habitat Management report. The plans will include the following sheets: Demolition and Tree Preservation Plan, Site Improvements Plan, Preliminary Grading and Drainage Plan, Profiles and Sections, Preliminary Erosion Control Plan, Preliminary Landscape Enhancement Plan, Preliminary Irrigation Plan, and progress Specification. A 50% Construction Document set will be submitted to Parks for comment. The Team will meet with Parks to review comments and refine drawings if needed.

Key members of the Team will meet with the County Planning Department to review the 50% documents, incorporate technical comments as applicable, and interpret additional work that Planning may require for the CEQA Intake. Any additional work resulting from the CEQA process and planning review will be considered beyond this scope of work.

Part VI	Hours	Hourly Rate	Total
Joni L. Janecki & Associates, Inc.			\$27,990
PrinciDal	16	\$125	\$2,000
Landscape Architect	8	\$105	\$840
Project Manager	140	\$90	\$12,600
Draftsperson	150	\$80	\$12,000
Clerical	10	\$55	\$550
Fall Creek Engineering;			\$21,920
Principal	145	\$130	\$5,850
Associate Engineer	82	\$95	\$7,790
Draftsperson	108	\$75	\$8,100
Administrative	4	\$45	\$180
John Gilchrist & Associates			\$180
Principal	2	\$90	\$180
Strelow Consulting			\$440
Principal	4	\$110	\$440
Entomological Consulting Services, Ltd.			\$300
Principal	2	\$150	\$300
Barrie D. Coate, Arborist			\$600
PrinciDal	2	\$175	\$350
Associate	2	\$125	\$250
Subtotal:			\$51,430

Part VII - 100% Construction Documents :

The Team will complete final plans and specifications for the project incorporating Park's comments to the 50% Construction Documents. All drawings will be in AutoCAD format (saved as 2002). The technical specifications will be prepared in MSWord format and electronic files provided to Parks for use in bidding.

Part VII	Hours	Hourly Rate	Total
Joni L. Janecki & Associates, Inc.			\$10,760
Principal	10	\$125	\$1,250
Project Manager	60	\$90	\$5,400
Draftsperson	50	\$80	\$4,000
Clerical	2	\$55	\$110
Fall Creek Engineering			\$9,490
Principal	20	\$130	\$2,600
Associate Engineer	40	\$95	\$3,800
Draftsperson	40	\$75	\$3,000
Administrative	2	\$45	\$90
Subtotal:			\$20,250

Part VIII- Bid Documents and Bidding:

The Team will submit plans and specifications to Parks for preparation of the bid package and Board approval. Key members of the Team will attend pre-bid walk and respond to technical questions during the 30-day bid period and assist in preparing any addenda.

Part VIII	Hours	Hourly Rate	Total
Joni L. Janecki & Associates, Inc.			\$2,920
Principal	6	\$125	\$750
Project Manager	14	\$90	\$1,260
Draftsperson	10	\$80	\$800
Clerical	2	\$55	\$110
Fall Creek Engineering			\$1,845
Principal	6	\$130	\$780
Associate Engineer	6	\$95	\$570
Draftsperson	6	\$75	\$450
Administrative	1	\$45	\$45
Subtotal:			\$4,765

*Moran Lake County Park
Improvement Plans & Combined Habitat Management Report*

March 9, 2006

Summary of Fees:

Part I	\$7,965
Part II	\$8,990
Part III	\$6,145
Part IV	\$46,545
Part V	\$26,674
Part VI	\$51,430
Part VII	\$20,250
Part VIII	\$4,765
Subtotal:	\$172,764
Reimbursable Expenses:	\$6,000
Total:	\$178,764

Reimbursable Expenses: Specialty consultants as pre-approved by the Owner (if required), soil testing and analysis recommendations, costs for reproduction of drawings, photo costs, photo-copying, long-distance telephone calls, postage, travel costs, and auto mileage at the current IRS rate, and permit costs and fees are not part of this proposal and are reimbursable to the Landscape Architect upon documentation, plus 15%.

Respectfully submitted,
JONI L. JANECKI & ASSOCIATES, INC.

Joni L. Janecki, ASLA
Principal

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

FROM: Parks, Open Space & Cultural Services (Department)

BY: [Signature] (Signature) 3/13/06 (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 Joni Janecki & Associates Inc. 515 Swift Street, Santa Cruz, CA 95060 (Name/Address)

2. The agreement will provide design services for the implementation of the Monarch Butterfly Management Plan and other improvements at Moran Lake County Park.

3. Period of the agreement is from March 28, 2006 to June 30, 2008 or until work is completed

4. Anticipated Cost is \$ 187,264 [] Fixed [] Monthly Rate [] Annual Rate [X] Not to Exceed

Remarks: Original contract \$178,764 & contingencies \$8,500 for a total of \$187,264

5. Detail: [] On Continuing Agreements List for FY - . Page CC- Contract No: OK [] 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: 611147 9842 (150,000)
192105 6610 (37,264) (Sub object)

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

Appropriations are [are] available and [have been] encumbered.
are not [will be] encumbered.

Contract No: 53462-01
By: Renee Harvill Date: 3/15/06
Auditor-Controller Deputy

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

The County of Santa Cruz (Department/Agency)

Date: 3-19-06

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 a proved 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/TL, Keyed By, Date, Auditor Description, Amount, Index, Sub object, User Code