



County of Santa Cruz ⁰²⁹⁷

PARKS, OPEN SPACE & CULTURAL SERVICES

979 17 th AVENUE, SANTA CRUZ, CA 95062

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

BARRY C. SAMUEL, DIRECTOR

January 24, 2001

AGENDA: February 6, 2001

BOARD OF SUPERVISORS

County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

SUBJECT: HIGHLANDS PARK MASTER PLAN AMENDMENT AND SKATEPARK DESIGN

Dear Members of the Board:

At the 2000-2001 budget hearings (June 27, 2000), your Board approved the Department of Parks, Open Space & Cultural Services budget which included funding in the amount of \$150,000.00 for the design and construction of a skate park element at Highlands County Park. It is anticipated that this project will involve an amendment to the existing park master plan.

The Parks Department solicited Request For Qualifications (RFQ's) from ten landscape architectural firms. Two firms, SSA Landscape Architects, Inc. and Joni Janeki & Associates Inc., provided responses to the RFQ. Their responses are on file with the Clerk of the Board. SSA Landscape Architects, Inc and Joni Janeki & Associates Inc. are both excellent firms as reflected in their submittals, However, Janeki's proposal also included the services of a local expert in the field of skatepark design who has successfully designed and installed skate facilities around the country. Therefore, the Parks Department ranked Joni Janeki & Associates Inc. as the most qualified firm to perform the work.

Parks Department staff have negotiated a contract with Joni Janeki & Associates Inc. for the landscape architectural services and design of the skatepark in the amount of \$42,635.00, a very reasonable sum, which falls within the anticipated budget for the project. Funding is available for the services in account 19 1152-66 10.

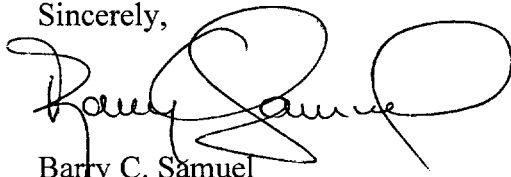
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Joni Janecki & Associates, Inc. will be handling the master planning portion of the work and will be hiring a sub-contractor for the skatepark design portion of the project. The process will involve public meetings including a hearing and workshop with the Parks Commission, a user group interactive workshop and ultimately a hearing before your Board for the adoption of the final Master Plan Amendment prior to the construction document phase.

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

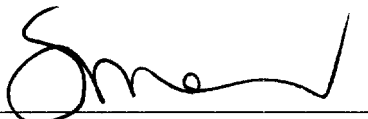
1. Approve a contract with Joni Janecki & Associates Inc. in the amount of \$42,635.00 for landscape architectural services for the Highlands Park Master Plan Amendment and Skatepark Design project and authorize the Director of the Department of Parks, Open Space & Cultural Services to sign the agreement on behalf of the County.

Sincerely,



Barry C. Samuel
Director

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

Attachments: Independent Contractor Agreement and Associated Documents, ADM 29

cc: CAO, Auditor-Controller, County Counsel, Parks, Consultant, General Services

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

0299

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: Parks, Open Space & Cultural Services (Dept.)

Signature: [Handwritten Signature] Date: 1/25/01

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

1. Said agreement is between the County of Santa Cruz (Agency)

and, Joni L. Janecki & Assoc., Inc., 303 Potrero St. #16, Santa Cruz, CA (Name & Address)

2. The agreement will provide landscape architectural services for the Highlands Park Master Plan amendment and Skatepark Design

3. The agreement is needed because the County cannot provide the services

4. Period of the agreement is from 2/16/2001 to 11/1/2001

5. Anticipated cost is \$ 42,635 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks:

7. Appropriations are budgeted in 191152 (Index#) 0010 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are not available and will be encumbered. Contract No. C002343 Date 1-25-01

GARY A. KNUTSON, Auditor - Controller
By [Signature] Deputy.

Proposed reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Director of Parks to execute the same on behalf of the County of Santa Cruz

(Agency) County Administrative Officer

Remarks: (Analyst) By [Signature] Date 1/26/01

Agreement approved as to form. Date

- Distribution: Bd. of Supv. - White, Auditor-Controller - Blue, County Counsel - Canary, Co. Admin. Officer - Pink, Auditor-Controller - Pink, Originating Dept. - Goldenrod

To Orig. Dept. if rejected.

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

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INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this ____ day of _____, 19____, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and, JON1 JANECKI & ASSOCIATES INC. hereinafter called CONSULTANT. The parties agree as follows:

1. **DUTIES.** CONSULTANT agrees to exercise special skill to accomplish the following:

Facilitate Master Plan Amendment process to approval; conduct public meetings, produce construction documents for, and assist in the construction of a skate park feature at Highlands County Park as described in RFQ dated September 29, 2000 (attached as EXHIBIT "A") and as proposed in consultants proposal dated January 23, 2001 (attached as EXHIBIT "B").

2. **COMPENSATION.** In consideration for CONSULTANT accomplishing said result, COUNTY agrees to pay CONSULTANT as follows: An amount not-to-exceed: **\$42,635.00**. All request for payment shall be submitted to the County of Santa Cruz Department of Parks, Open Space, and Cultural Service, 979 Seventeenth Avenue, Santa Cruz, California 95062 and must be accompanied by a detailed invoice in conjunction with the Department's Application for Payment Form. 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 **November 1, 2001 or until work is completed.**

This Agreement may be extended upon mutual agreement by both parties.

4. **EARLY TERMINATION.** Either party hereto may terminate this contract at anytime by giving 30 days written notice to the other party.

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

6. **CONSULTANT'S COST ESTIMATE.** The CONSULTANT shall provide COUNTY a construction cost estimate which reflects the most current industry costs at the time the design is complete and accepted by the COUNTY and/or if applicable, at the time the project is bid out by the COUNTY, provided that the CONSULTANT is still under contract with the COUNTY at the time of bidding.

7. **ADDITIONAL SERVICES.** If authorized by COUNTY, CONSULTANT will provide additional services (those provided beyond the basic services as described herein) which shall be paid by a negotiated fee for such services.

8. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONSULTANT shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 8 and 9 shall include, without limitation, its officers, agents, employees and volunteers)

from and against:

0301

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONSULTANT'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the 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 sub-consultants in the performance of this Agreement, CONSULTANT shall obtain and maintain Independent CONSULTANT'S Insurance as to each sub-consultant or otherwise provide evidence of insurance coverage for each sub-consultant equivalent to that required of CONSULTANT in this Agreement, unless CONSULTANT and COUNTY both initial here _____ / _____.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the 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 insurance 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:

Department of Parks, Open Space and Cultural Services
Attn: Michael Scheele, Park Planner
979 Seventeenth 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:

Department of Parks, Open Space and Cultural Services
Attn: Michael Scheele, Park Planner
979 Seventeenth Avenue
Santa Cruz, CA 95062

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

A. The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, 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. The 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) The CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual

orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the 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 the COUNTY General Services Purchasing Division.

(2) The CONSULTANT shall furnish COUNTY Equal Employment Opportunity Office information and reports in the prescribed reporting format (PER 40 12) 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 the 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 the COUNTY.

(4) The 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 sub-consultant 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: The 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 substantial rather than slight; (e) The CONSULTANT rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONSULTANT is engaged is of limited duration rather than indefinite; (g) The method of payment of CONSULTANT is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONSULTANT and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The 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 judgement that the CONSULTANT engaged under this Agreement is in fact an independent contractor.

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

13. **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 the 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.

14. **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.

15. **ATTACHMENTS.** This Agreement includes the following attachments:

EXHIBIT "A": RFQ DATED SEPTEMBER 29, 2001

EXHIBIT "B": PROPOSAL DATED JANUARY 23, 2001

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

COUNTY OF SANTA CRUZ

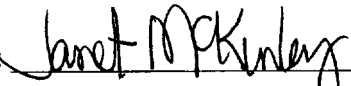
CONSULTANT:

By: _____

By:  _____

APPROVED AS TO INSURANCE:

Address: 303 Potrero Street, Suite 16

By:  _____

City/State: Santa Cruz Ca. 95060

Telephone: 83 1-423-6040

Fax: 83 1-423-6054

1-24-2001

APPROVED AS TO FORM:

By:  _____

Office of the County Counsel

1-24-01

DISTRIBUTION: County Administrative Office, Auditor-Controller, County Counsel, Risk Management, POSCS, Consultant

(Highlands Park Skate Facility)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
01/19/2001

PRODUCER
ARIS INSURANCE SERVICES
2101 BUSINESS CENTER DR., #230
IRVINE, CA 92612
LICENSE NO. 0795446

Serial # A1207

INSURED
JONI L. JANECKI & ASSOCIATES
303 POTRERO ST., #16
SANTA CRUZ, CA 95060

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: CONTINENTAL CASUALTY CO 0305
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 1 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-IFCT 1 LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	Garage Liability <input type="checkbox"/> ANY AUTO				AUTO ONLY EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMSMADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER: PROFESSIONAL LIABILITY	LAE1 13750263	10/10/00	10/10/01	LI: \$1,000,000/\$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 PROFESSIONAL LIABILITY LIMIT IS PER CLAIM/POLICY AGGREGATE
 ALL LANDSCAPE ARCHITECTURAL OPERATIONS INCLUDING BUT NOT LIMITED TO HIGHLANDS PARK

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

THE COUNTY OF SANTA CRUZ
 DEPT OF PARKS OPEN SPACES & CULTURAL SVCS
 ATTN: MIKE SCHEELE
 979 17TH AVE.
 SANTA CRUZ, CA 95062

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Sherry Young

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AMEND HIGHLANDS COUNTY PARK MASTER PLAN/USE PERMIT AND PREPARE CONSTRUCTION DOCUMENTS TO INCLUDE A SKATEBOARD FACILITY

PROJECT LOCATION AND INFORMATION:

Highlands County Park is located at 8500 Highway (9) in Ben Lomond, CA 95005. The 26 acre park site is nestled between State Highway (9) and the San Lorenzo River. The site is located between the communities of Felton and Ben Lomond in the San Lorenzo Valley of Santa Cruz County.

PROFESSIONAL SERVICES:


The Master Plan/Use Permit amendment, construction document preparation and construction process is envisioned to involve the following five phases (proposed durations given):

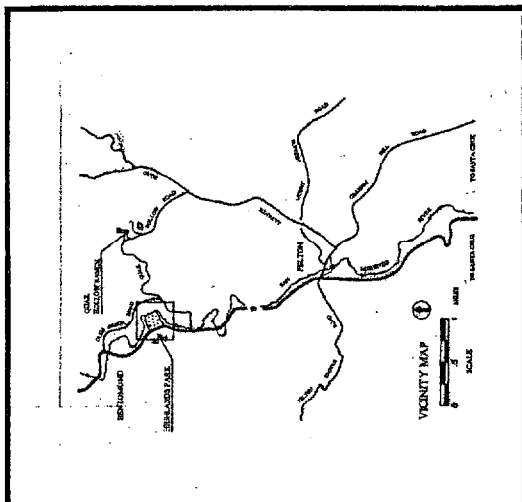
- A. Phase I Data Collection and Site Analysis- November/December 2000
- B. Phase II Conceptual Planning, Program Development and public input - December /January/February 200 1
- C. Phase III Master Plan/Use Permit Amendment - February/March 200 1
- D. Phase IV Construction Documents - March/April 200 1
- E. Phase V Bidding and Construction - May/June/July/August 200 1

The scope of work is proposed to incorporate a 5,000-7,000 square foot skateboard facility into the existing Master Plan/Use Permit, provide construction documents for bidding and oversee the construction of the facility. Phases I through III will involve consultants participation in community workshop meetings, presentations before the Parks Commission, Planning Commission and the Board of Supervisors. Phase IV will most likely involve directing the work of a specialized sub-consultant in the development of the skateboard facility construction documents. Phase V will involve overseeing the construction phase of the project.

GENERAL INFORMATION:

Included with this Request for Qualifications is a site location map with a conceptual layout of the skateboard facility. For additional information about the Highlands Park Skateboard Facility, please contact Bob Olson, Park Planner for the Santa Cruz Department of Parks, Open Space & Cultural Services at (83 1) 454-7939.

COUNTY OF SANTA CRUZ CULTURAL SERVICES PARKS, OPEN SPACE & RECREATION 9000 SQUIDEL AVE SUITE 101 SANTA CRUZ, CA 95062		HIGHLANDS PARK 1500 HIGHLWAY 9 BEN LOMOND, CA 95005 SITE PLAN	DATE: 11/14/14 DRAWN BY: [Signature] CHECKED BY: [Signature]
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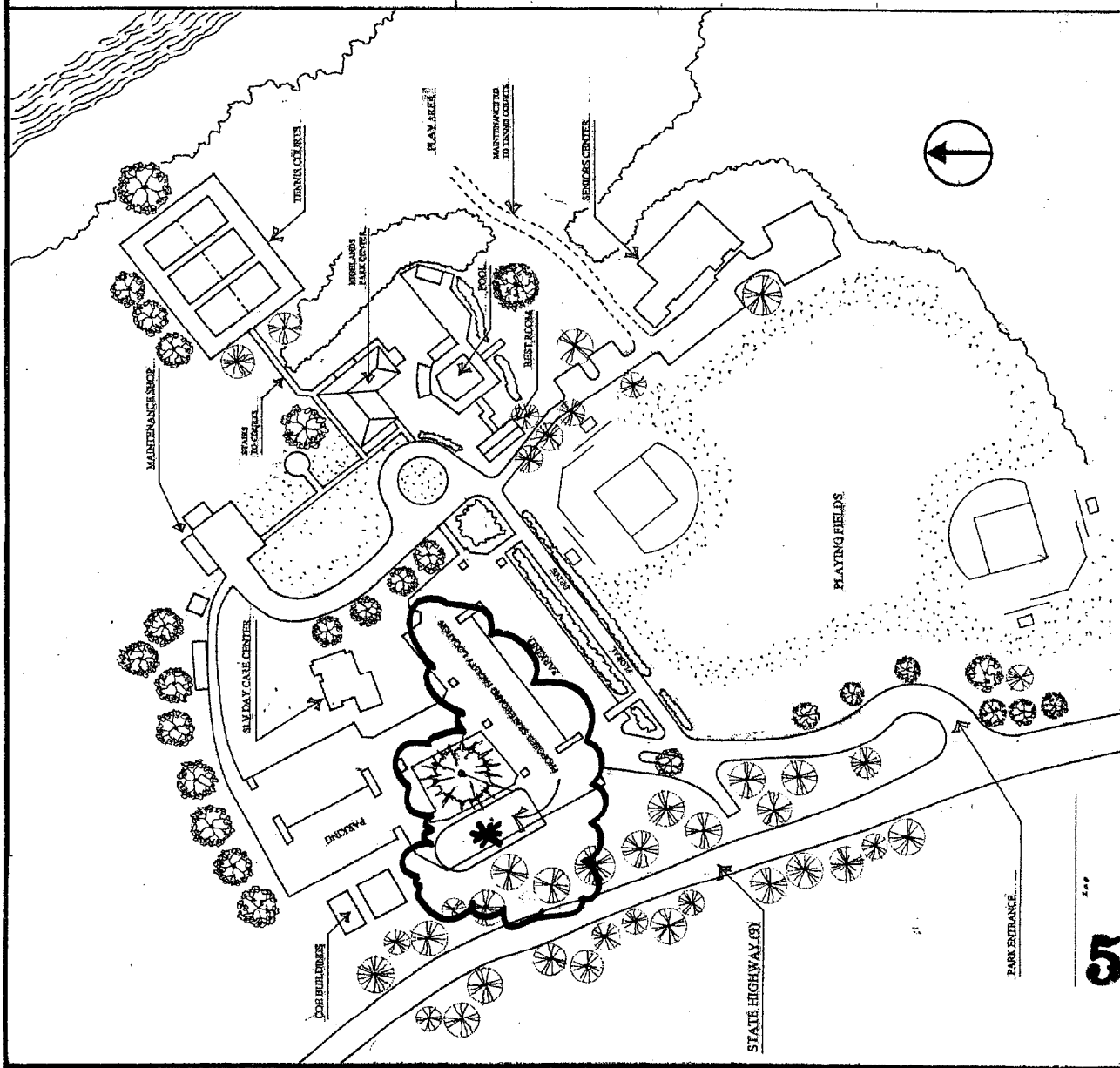


HIGHLANDS PARK SITE PLAN

SCALE: 1" = 50'

APPROVED BY: [Signature]
 BARRY C. SAMUEL, DIRECTOR
 PARKS, OPEN SPACE & CULTURAL SERVICES

DATE: 11/14/14



HOW TO RESPOND:

To be considered in providing Architectural/Engineering/Design and related services for the County of Santa Cruz, the consulting firm shall have on file with the County General Services Department a completed “**Standard Form 254 Architect-Engineer and Related Services Questionnaire**” (SF254). Do this first. If the consulting firm already has, or believes they already have a SF254 on file, they are strongly encouraged to re-submit another to update the information.

To reply to this particular Request for Qualifications (RFQ), interested firms shall submit four (4) copies of a completed “**Standard Form 255 Architect-Engineer and Related Services Questionnaire for Specific Project**” (SF255) along with one example/sample of previous work for each project which best represents the work the consultant wishes to be considered for. **A separate SF255 form shall be used for each project.** Both the SF254 and SF255 forms are available from the Park Planning Division or on-line at www.gsa.gov/forms/zero.htm. RFQ responses shall be addressed as follows:

Santa Cruz County Department of Parks, Open Space & Cultural Services
 Attention: Park Planning Division
 979 Seventeenth Avenue
 Santa Cruz, California 95062

DEADLINE FOR RFQ RESPONSE: 5:00 P.M., Friday, October 20,2000**SELECTION PROCESS**

The statement of qualifications and associated documents from each consultant will be evaluated for completeness and proven professional ability to perform the work being proposed. This evaluation will result in the formation of a “short list”. Consultants who qualify for the “short list” will be scheduled for an interview with a consultant selection panel at the Department of Parks, Open Space and Cultural Services. The interview will involve a series of questions from the panel to be answered by the consultant, followed by an opportunity for the consultant to make a presentation of their qualifications and proposed methodology for the applicable project(s). Consultants will be ranked on the basis of most qualified to perform the work. Contract negotiations will begin with the most qualified consultant. If a reasonable contract cannot be reached, negotiations will be terminated and contract negotiations will begin with the next most qualified firm.

The Mission of the Santa Cruz County Department of Parks, Open Space and Cultural Services is to provide safe, well designed and maintained parks and a wide variety of recreational and cultural opportunities for our diverse community

EXHIBIT "B" II

0309

January 23, 2001



JONI L. JANECKI
& ASSOCIATES, INC.

PROPOSAL FOR SERVICES BY THE LANDSCAPE ARCHITECT

1.0 INTRODUCTION

- A. The following document is submitted to the County of Santa Cruz Parks, Open Spaces & Cultural Services, as a proposal to provide landscape architectural services to amend the Highlands Park Master Plan/Use Permit to include a new skate park facility, and prepare Construction Documents for a skate park and associated landscape improvements.

This proposal is based on discussions with Owner's staff and review of existing plans and documents provided by Owner's staff.

2.0 GENERAL INFORMATION

A. OWNER:

County of Santa Cruz Parks,
Open Spaces & Cultural Services
Staff Representative: Mike Scheele
979 17th Avenue
Santa Cruz, CA 95062-4170
(83 1) 454-7932 (phone)
(83 1) 454-7940 (fax)

B. LANDSCAPE ARCHITECT:

Joni L. Janecki & Associates, Inc.
303 Potrero Street, Suite 16
Santa Cruz, CA 95060
(83 1) 423-6040 (phone)
(83 1) 423-6054 (fax)

C. CONSULTANT:

Skate Park Landscape Architect:
Wormhoudt Landscape Architecture, Inc.
849 Almar Avenue, C-280
Soquel, CA 95073

D. PROJECT DESCRIPTION:

0310

The project area is located in the northwest corner of the existing park, east of Highway 9, north of Highlands Park entrance, west of the existing parking lot, and south of the C.O.E. Building.

The project scope of work includes facilitation of (1) public workshop and (1) skater/user meeting; (2) public hearings--County Parks Commission and the Board, of Supervisors; preparation and production of an Amendment to the Master Plan/Use Permit Plan for area described above, coordination with the Consultant, completion of Construction Documents and limited Construction Administration and Observation for the skate park and landscape improvements immediately surrounding the park.

The Owner will provide the Landscape Architect with computer ready Owner standards for use in preparing the contract documents. The Landscape Architect will edit standard documents as appropriate.

This proposal does not include program development beyond the skate park facility use, civil engineering of new asphalt surfaces or road modifications, electrical engineering, retaining walls over four (4) feet in height, soil testing or surveying.

3.0 SCOPE OF SERVICES/PROJECT PHASING

A INFORMATION GATHERING/DESIGN REVIEW PHASE

1. Upon receipt of written authorization to proceed from the Owner, the Landscape Architect, Consultant and Owner's staff shall visit the site to observe, photo-document on-site conditions, and confirm accuracy of the site existing Master Plan provided by the Owner. Any conflicts between the site plan and site conditions within the proposed skate park area will be reviewed. If additional horizontal and vertical control points and other information is needed within proximity of the proposed skate park, the Owner's staff will provide updated information to the Landscape Architect. The site verified Master Plan will be then digitized for use in the master planning process.
2. The Landscape Architect shall further develop base sheets for use in the design process for the Master Plan and Contract Documents.

3. The Landscape Architect, Consultant, and Owner will conduct an on-site Park's Commission Workshop. This meeting will focus on establishing requirements of the skate park facility and discussing public access, grading, drainage, parking, and security. 0311
4. The Landscape Architect and Consultant will prepare a summary report of the workshop findings. The Landscape Architect will submit to Owner for review and acceptance.

B . SCHEMATIC DESIGN PHASE

Amendment of Master Plan/Use Permit Plan

1. Upon receipt of written authorization from the Owner, the Landscape Architect will develop a non-rendered draft schematic design plan with supporting sections/elevations. This drawing will serve as the draft amendment to the Master Plan and shall be submitted for review and comment by the Owner.
2. Concurrent with schematic planning; the Landscape Architect, Consultant, and Owner will hold the user workshop. This workshop will be open to local skaters and interested members of the community. The Consultant will bring (1) clay model of a typical skate park design. Participants will be encouraged to modify and provide input to the proposed design while the consultant modifies the model. The Consultant will use the final modified clay model to complete a scale model of the proposed skate park.
3. The Landscape Architect will revise the draft amendment as necessary, based upon the workshop findings and any review comments by the Owner.
4. The Landscape Architect and Consultant will prepare, a preliminary estimate of probable construction cost for review and comment by Owner.
5. With acceptance of the revised draft amendment and preliminary estimate of probable cost, the Landscape Architect will complete a rendered version of the draft amendment (24" x 36" format, mounted on foam-core board) for use at the Park's Commission hearing. The rendering will include sufficient detail to describe the character of proposed improvements for presentation in a public forum.

6. The Landscape Architect and Consultant will present the Schematic Plan at the Park's Commission hearing. **0312**
7. If necessary, based on feedback from the Park's Commission hearing, the Landscape Architect will refine the draft amendment into the final Master Plan Amendment.
8. The Landscape Architect and Consultant will present the final Master Plan Amendment at a Board of Supervisor's meeting/public hearing. Revisions or additional studies requested by the Board shall be considered additional services to this contract.

C. CONTRACT DOCUMENT PHASE

1. Based on acceptance of the final Master Plan Amendment, the Landscape Architect shall start the Contract Documents, including working drawings and specifications setting forth in detail the requirements for the construction of the project.
2. The Consultant will start all skate park related plans, details and specifications, including perimeter fencing for skate park facility. These plans will include:
 - a. Construction Layout Plan and Construction Details, showing the locations and dimensions of all construction elements and details for their construction, including steel reinforcing in the concrete.
 - b. Grading and Drainage Plan, showing the elevations throughout the site for drainage of water from the facility and the site.
 - c. Specifications to cover all aspects of the skate park facility construction.
3. The Landscape Architect shall submit one (1) set of PS & E (plans, specifications and estimate) at 50%, 100% and back-check completion, for review and comment by the Owner.
4. The Landscape Architect shall revise preliminary estimate of probable cost at 50%, 100% and back-check completion of the documents.
5. This phase includes time for three (3) meetings with the Owner.

D. BIDDING PHASE

0313

- 11 The Owner shall be responsible for preparation of General Conditions, Supplemental Conditions Prevailing Wage Scale, for inclusion with Contract Documents. The Owner shall prepare all bid forms, reproduce all documents, advertise for bid and administer the bidding process.
2. During the bidding phase, the Landscape Architect shall assist the Owner with attendance at the pre-bid walk-through and with bidding procedures on an "as-needed" basis. The Landscape Architect has allocated a total of six (6) hours of time for this phase. Actual time posted at this phase shall be an additional service or credit as applicable.

E. LIMITED CONSTRUCTION OBSERVATION AND

1. The Landscape Architect has included a maximum of three (3) visits for construction observation and review, as outlined below:
 - a. Pre-construction meeting.
 - b. At staking and layout.
 - c. At completion of project and project walk-through and punch-list formation.

The Landscape Architect assumes weekly job meetings and project construction management will be handled by the Owner, therefore the above visits are kept to a minimum.

2. The Consultant has included a minimum of five (5) visits, as outlined below:
 - a. Pre-construction meeting.
 - b. At staking and layout.
 - c. At completion of steel reinforcing work.
 - d. During the concrete pouring.
 - e. At project completion.
3. Additional visits or services requested by the Owner will charged to the Owner, based on the attached hourly fee schedule.

F. ADDITIONAL SERVICES

1. The Landscape Architect shall consider the following items as additional services, These services shall be pre-approved by the Owner prior to commencement of work.

- 0314**
- a. Providing planning surveys, nursery visits, soil testing and laboratory results, site investigations or taking measurement of existing construction as required. for planning additions or alterations – if adequate drawings are not available.
 - b. Revising contract documents and previously approved design documents to accomplish changes not initiated by the Landscape Architect,
 - c. Preparing deductive or no-cost change orders and supporting data.
 - d. Providing, consultation concerning replacement of any work damaged by fire or other cause during construction, and furnishing professional services of the type which may be required in connection with the replacement of such work.
 - e. Providing 'professional services made necessary by the Contractor in the performance of the Construction' Contract.
 - f. Providing consulting and Landscape Architecture services other than services noted in this proposal.
 - g. All changes to the design as a result of program or other revisions after completion of the Schematic Design Phase.
 - h. All significant changes to the AutoCAD base design or format after substantial completion of the Contract Document phase.

4.0 ADMINISTRATION

- A. The Landscape Architect shall use the best efforts to detect and inform the Owner of defects and deficiencies in the work of the Contractor. However, the Landscape Architect shall not be responsible for construction means, methods, precautions and programs in connection with the work, and shall not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.
- B. The Landscape Architect shall maintain regular contact with the Owner, and other involved parties in the interest of coordinating information.
- C. Prior to selecting and engaging with other consultants, the Landscape Architect shall obtain approval from the Owner. Sub-consultants included in this proposal are:

- a. Skate Park Consulting Landscape Architect:
Wormhoudt Landscape Architecture, Inc.
849 Almar Avenue, C-280
Soquel, CA 95073

- D. The Owner shall provide the Landscape Architect with base information plans including survey and elevations, utility lines, and any pertinent information relating to the project such as plans or studies prepared by other-consultants or agencies for purposes of coordination, including Arborist reports, as available.

- E. Termination of the Contract:
 - a. Prompt notice of termination shall be provided, in writing, to the Landscape Architect.
 - b. If the contract is to be terminated or the Project is abandoned in any stage of its development, the Landscape Architect shall be entitled to just and equitable compensation for all services performed on behalf of the Owner up to the time of such notification.
 - c. Neither party shall assign nor transfer its respective interests herein to a third party without written consent of the other.
 - d. Reports, Drawings and Specifications as instruments of service are the property of the Landscape Architect, and are not to be used on other work except by written agreement with the Landscape Architect.

- 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:

Landscape Architects Technical Committee
400 R Street, Suite 4000
Sacramento, CA 95814
(916) 445-4954

5.0 FEE SCHEDULE

0 3 1 6

A. PROFESSIONAL FEES: The fees for each phase are based on a fixed fee, not to exceed the said amount without prior approval by the Owner. Billing shall be on a monthly basis and at a percent complete by phase of work.

Information Gathering/Design Review Phase	\$ 4,700
Schematic Design Phase	\$ 8,125
Contract Document Phase	\$ 6,135
Bidding Phase	\$ 750
Construction Administration and Observation Phase	\$ 1,145
<u>Subtotal</u>	<u>\$ 20,855</u>
Sub-Consultant Fee	\$19,800
Administration of Sub-Consultant (10%)	\$ 1,980
<u>Total of this Proposal</u>	<u>\$42,635.</u>

REIMBURSABLE COSTS: 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 and delivery services, travel costs, and auto mileage at the rate of 34.5 cents per mile (IRS rate), and permit costs and fees are not part of this proposal and are reimbursable to the Landscape Architect upon documentation; plus 15%.

B. SCHEDULE OF COMPLETION: The schedule shall be an "Exhibit" of this Agreement. The Landscape Architect shall make a reasonable effort to meet the schedule; however, the Landscape Architect assumes no responsibility for delays beyond the Landscape Architect's control (such as Environmental approvals permitting, Agency reviews, Owner related issues). For purposes of planning, the following schedule is recommended:

<u>P H A S E</u>	<u>S T A R T</u>	<u>FINISH</u>
Information Gathering	Jan. 30, 2001	Feb. 12
Schematic Design	Feb. 26	April 13
Contract Document 50%		April 17
100%		May 15
Back-check		May 29
B i d d i n g	June, 5	August 7

C. INSURANCE:

0317

Coverage amounts and limits for policies of insurance currently carried,
by the Landscape Architect:

Workers Compensation	(in accordance with applicable law)	
Employers Liability		\$250,000
Comprehensive General Liability – Bodily Injury or Death		
Per Occurrence		\$1,500,000
A g g r e g a t e		\$2,000,000
Property Damage		
Per Occurrence		\$1,500,000
Aggregate		\$2,000,000
Automobile Liability – bodily Injury or Death		
Per Occurrence		\$500,000.
Aggregate		\$500,000
Professional Liability		\$ 1 , 0 0 0 , 0 0 0

D. PAYMENT: Billing shall be on a monthly basis, based on percentage complete based on phase of work. Terms: Net thirty (30) days.

E. HOURLY FEE SCHEDULE:

Joni L. Janecki & Associates, Inc.

Principal/Landscape Architect	\$125.00/hr.
Project Manager	\$ 85.00/hr.
Draftsperson	\$ 65.00/hr.
Clerical	\$ 45.00/hr.
Irrigation Designer	\$ 85.00/hr.

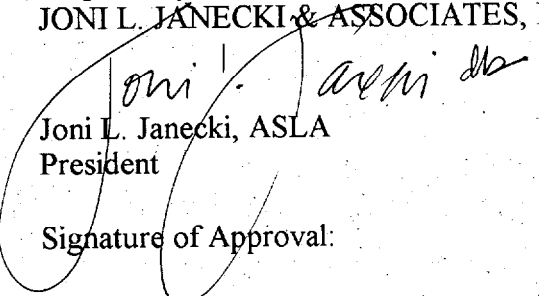
Wormhoudt Landscane Architecture, Inc.

Principal	\$100.00/hr.
Draftsperson	\$ 50.00/hr.
C l e r i c a l	\$ 40.00/hr.
Acoustical Consultant	\$
Traffic Consultant	\$

This proposal is valid for forty-five (45) days. Acceptance of this proposal, by the Owner, shall be indicated by signing below and mailing the original proposal to the office of Joni L. Janecki and Associates, Inc.

0318

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


Joni L. Janecki, ASLA
President

Signature of Approval:

Authorized Signature

Date

Please Print

HIGHLANDS PARK LANDSCAPE DESIGN SCOPE & FEE

Joni L. Janecki & Associates, Inc.

January 23, 2000

	Principal LA	LA/Project Manager	Draftsperson	Clerical
PHASE I - Information Gathering and Base Sheet Preparation				
Base Sheet Compilation	1	8	10	0
Site Visit & Meeting	2	6	3	0
Parks Commission Workshop (1)	4	8	4	0
Summary Report	1	2	0	1
Project Management	0	6	0	0
Hours:	8	30	-17	1
PHASE II - Schematic Design				
Draft plan, elevations/sections	4	8	12	0
Revised plan, elevations/sections	1	6	10	0
Preliminary cost estimate	1	6	4	1
Workshops (1 limited involvement)	1	2	0	0
Colored Board/Final Plan	1	6	8	0
Public Hearings (Parks and Board)	8	8	2	0
Project Management	0	8	0	0
Hours:	16	44	36	1
PHASE III - Contract Documents				
50% PS & E Submittal	1	6	8	0
100% PS & E Submittal,	3	8	10	0
Back-check Submittal	1	4	6	0
Meetings with Owner (3)	3	6	2	1
Specifications	2	4	0	2
Project Management	0	8	-0	0
Hours:	10	36	26	3
PHASE IV - Bidding				
Pre-bid Walk-through	2	0	0	0
Assisting Owner	4	0	0	0
Hours:	6	0	0	0

PHASE V - Limited Construction Observation & Administration

Project Management	0	4	0	0
Site Visits/Reports	2	6	0	1
Hours:	2	10	.0	1

	Principal Landscape Architect	LA/Project Manager	Draftsperson	Clerical
TOTAL HOURS:	42	120	7 9	6
RATE:	\$125	\$85	\$65	\$45
FEE BY PERSONNEL:	\$5,250	\$10,200	\$5,135	\$270

FEE BY PHASE:	Information Gathering:	\$4,700
	Schematic Design:	\$8,125
	Contract Document:	\$6,135
	Bidding:	\$750
	Construction Administration/Observation:	\$1,145
	Administration of Sub-Consultant:	\$1,980
	TOTAL FEE:	\$22,835

+ SUB-CONSULTANT FEE (ATTACHED) 19,900.00

\$ 42,635.00

TOTAL FEE

TRANSMITTAL

DATE: January 19, 2001

TO: Joni L. Janecki and Associates
303 Potrero Street, Suite 16
Santa Cm, CA 95060

ATTN: Joni Janecki

VIA: FAX # 423-6054 Total Pages: 1

FROM: Zachary Wormhoudt

PROJECT: SLV – Master Plan

Joni,

Here is the breakdown for my fees:

Principal.	\$100.00/hour
Draftsperson.	\$50.00/hour
Clerical.	\$40.00/hour

PAYMENT SCHEDULE

a. \$680.00 would be payable upon completion of work identified under **Phase A.**

Principal:	6 hours @ \$100/hour.....	\$600.00
Clerical:	2 hours @ \$40/hour.....	\$80.00

b. \$6,930.00 would be payable upon completion of work identified under **Phase B.**

Principal:	28 hours @ \$100/hour.....	\$2,800.00
Draftsperson:	66.6 hours @ \$50/hour.....	\$3,330.00
Clerical:	20 hours @ \$40/hour.....	\$800.00

c. \$9,900.00 would be payable upon completion of work identified under **Phase C.**

Principal:	40 hours @ \$100/hour.....	\$4,000.00
Draftsperson:	102 hours @ \$50/hour.....	\$5,100.00
Clerical:	20 hours @ \$40/hour.....	\$800.00

d. \$2,290.00 would be payable upon completion of work identified under **Phase E.**

Principal:	15.7 hours @ \$100/hour.....	\$1,570.00
Clerical:	18 hours @ \$40/hour.....	\$720.00

Total Compensation: \$19,800.00