

AGREEMENT FOR CONSULTING SERVICES

THIS Agreement is made and entered into this 9th of February, 2012, by and between the PLEASANT HILL RECREATION AND PARK DISTRICT, a California Special District, hereinafter referred to as "DISTRICT" and Abey Arnold Associates, Inc., hereinafter referred to as "CONSULTANT."

W I T N E S S E T H:

WHEREAS, DISTRICT desires to contract for Landscape Architecture Services for the Pleasant Oaks Park, which for the purposes of this Agreement shall be called "PROJECT," and,

WHEREAS, CONSULTANT is willing and qualified to do said consulting work;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein set forth, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

I. DUTIES OF CONSULTANT

- A. The CONSULTANT shall provide services required for the PROJECT as described in the Scope of Work, Exhibit "A," which is incorporated herein by reference.
- B. CONSULTANT hereby agrees that CONSULTANT and all of said CONSULTANT's employees and subcontractors hold, have obtained, and shall continue to maintain during the course of this Agreement, all licenses or other statutorily mandated certifications requisite to the performance of the work set forth in the Scope of Work, Exhibit "A," as may be required in the State of California, if any. Failure of CONSULTANT, its employees and subcontractors to obtain and/or maintain in good standing such licenses or certification shall constitute a breach of this Agreement and shall provide grounds for immediate termination thereof.
- C. CONSULTANT shall perform the PROJECT work in such a manner as to fully comply with typical professional standards of care, including professional quality, technical accuracy, timely completion, and the coordination of designs, specifications, reports, and other services furnished and/or work undertaken by CONSULTANT pursuant to this Agreement.
- D. The DISTRICT's approval of work or other services or materials furnished hereunder shall not relieve CONSULTANT of responsibility for the technical adequacy of its work. Neither the DISTRICT's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- E. CONSULTANT shall not be relieved of any of the obligations or covenants contained in this Agreement until the tasks as set forth in Exhibit "A" have been completed. It is agreed between CONSULTANT and DISTRICT that those provisions of this Agreement which by their nature continue beyond termination of the Agreement, including but not limited to Sections VIII, IX, X, and XI, shall continue beyond such termination.

II. DUTIES OF DISTRICT

The DISTRICT, without cost to CONSULTANT, will provide pertinent information reasonably available to it, which is necessary for performance by CONSULTANT under this Agreement, including previous reports and data relative to the PROJECT. The DISTRICT does not guarantee or ensure the accuracy of any reports, information, and/or data so provided. CONSULTANT will use its professional judgment in the review and use of data so provided. However, CONSULTANT will not be liable for any error or omission in any data furnished by DISTRICT and used by CONSULTANT which could not reasonably be discovered by CONSULTANT. To this extent CONSULTANT is entitled to rely on data provided by DISTRICT.

III. MISCELLANEOUS PROVISIONS

- A. CONSULTANT shall not assign any rights or duties under this Agreement to a third party without the prior written consent of DISTRICT.
- B. It is understood by and between the parties hereto that CONSULTANT, in the performance of this Agreement, shall act as, and be, an independent contractor and not an agent or employee of DISTRICT.
- C. The DISTRICT does not authorize the impermissible use of any patent or the impermissible reproduction of any copyrighted material by CONSULTANT in the performance of this Agreement. CONSULTANT is solely responsible for any such use.

IV. COMPENSATION OF CONSULTANT

- A. Basis of Compensation: For and in consideration of the professional services to be provided by CONSULTANT hereunder, DISTRICT agrees to pay CONSULTANT, and CONSULTANT agrees to accept from DISTRICT compensation for said services in the amount of **TWO HUNDRED FORTY-EIGHT THOUSAND, SEVEN HUNDRED AND FIFTY DOLLARS (\$248,750.00)**.
- B. Change in Scope of Work: Adjustment in compensation for changes in scope of work shall be authorized in writing by the General Manager of the DISTRICT and shall be based on the Fee Schedule attached as **Exhibit "B"**. No payment shall be made for changes unless authorized in writing by the DISTRICT.
- C. Monthly Payment to CONSULTANT: Payment will be made by the DISTRICT within thirty (30) calendar days after receipt of an invoice from CONSULTANT, provided that all invoices are accompanied by cost documentation determined to be sufficient by the DISTRICT to allow the determination of the reasonableness and accuracy of said invoice. In the event that a payment dispute arises between the parties, CONSULTANT shall provide to the DISTRICT full and complete access to CONSULTANT's project labor cost records and other direct project related cost data, and copies thereof if requested by the DISTRICT.
- D. Cost of Rework: CONSULTANT shall, at no cost to the DISTRICT, prepare any necessary rework occasioned by CONSULTANT's failure to provide services required for the PROJECT as described in **Exhibit "A"** herein in a satisfactory manner, due to any act or omission attributable to the CONSULTANT, or its agents, including subcontractors. Nothing in this paragraph is intended to limit the liability of the CONSULTANT for damages which might arise from the CONSULTANT's negligence, willful misconduct, or breach of the covenants set forth in this Agreement.

V. TIME OF COMPLETION

- A. Work described in Section I shall be completed in accordance with Project Schedule, described in **Exhibit "C"**, which is incorporated herein by reference.
- B. Failure of the CONSULTANT to perform any of the services required hereunder in a timely manner, or to meet any completion schedule made a part of this Agreement, including any interim milestone set forth, shall constitute a basis for termination for cause as set forth in subsection VII.A. The parties hereto agree to immediately and diligently proceed with their respective duties as set forth herein to the end that the PROJECT will be completed satisfactorily within the prescribed time.

VI. CONSULTANT'S ASSIGNED PERSONNEL

CONSULTANT designates **Phil Abey** to act as **Project Manager** for the performance of the work and for all matters relating to performance under this Agreement. CONSULTANT designates the following persons for the indicated functions: **Peter Arnold, Project Designer.**

Substitution of any of these assigned personnel will require the prior written approval of the DISTRICT. If the DISTRICT determines that a proposed substitution is not acceptable, then, at the request of the DISTRICT, CONSULTANT shall substitute with a person acceptable to the DISTRICT.

No subcontract shall be awarded, or an outside consultant engaged, by the CONSULTANT, unless the CONSULTANT has made written request to use such subcontractor or outside consultant and its request has been approved in writing by the DISTRICT. No additional approval shall be required for subcontracting with or engagement of an outside consultant set forth in **Exhibit "B"**. The written approval of the DISTRICT resulting in the use of or engagement of a subcontractor or outside consultant does not relieve the CONSULTANT of the obligations or covenants set forth in this Agreement.

VII. TERMINATION

- A. Either party may terminate this Agreement for cause, in whole or in part, if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. However, no such termination for cause may be effected unless the other party is given: (1) not less than ten (10) calendar days' written notice (delivered by Certified Mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party before termination.
- B. If the DISTRICT terminates this Agreement pursuant to subsection VII.A., above, nothing set forth in this Agreement is intended to require the DISTRICT to compensate CONSULTANT for any services which may be claimed to have been provided or be in progress, if the DISTRICT reasonably concludes that further compensation is unwarranted.
- C. The DISTRICT may terminate this Agreement, in whole or in part, whether or not CONSULTANT has failed to fulfill its obligations, if the DISTRICT has a reasonable basis for termination. CONSULTANT will be given: (1) not less than ten (10) calendar days' written notice (delivered by Certified Mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the DISTRICT before termination.
- D. Upon receipt of a termination notice, CONSULTANT shall: (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the DISTRICT all data, information, and materials as CONSULTANT may have prepared or developed in performing this Agreement, whether completed or in process, including, but not limited to, drawings, specifications, reports, estimates, summaries, software, and electronic files of all deliverables.
- E. Upon termination under subsection VII.C., the sole right and remedy of CONSULTANT shall be to receive payment for all amounts due and not previously paid to CONSULTANT for services completed or in progress in accordance with the Agreement prior to the date of receipt of notice of termination and for services thereafter completed at the request of the DISTRICT and any other reasonable cost incidental to such termination of services. Such payments available to CONSULTANT under this paragraph shall not include costs related to lost profit associated with the expected completion of the work or other such payments relating to the benefit of the bargain.

VIII. INDEMNITY

CONSULTANT shall indemnify, hold harmless and defend, in any actions at law or in equity, the DISTRICT, its officers, employees, agents, and elective and appointive boards, from all claims, losses, damage, including property damage, personal injury, including death, and liability of every kind, nature and description, including attorneys' fees, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT related to the provision of any professional services provided hereunder, but not including claims, losses, damage, injury, death, or other liabilities caused by the active negligence, or the willful misconduct of the DISTRICT. Notwithstanding anything in this Agreement to the contrary, this indemnification shall extend to such claims, losses, damage, injury, death, or other liabilities occurring after the completion of the CONSULTANT's operations, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT.

Submission of insurance certificates or submission of other proof of compliance with the insurance requirements does not relieve CONSULTANT from liability under this indemnification Section. The obligations of this indemnification Section shall apply whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damages.

IX. INSURANCE

CONSULTANT shall procure and maintain for the duration of the Agreement insurance against claims for injuries to or death of persons or damages to property which may arise out of or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, or employees.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001). Coverage is to be endorsed to include contractual liability.
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the CONSULTANT's profession. Coverage is to be endorsed to include contractual liability.

B. MINIMUM LIMITS OF INSURANCE

CONSULTANT, throughout shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000 per claim, \$1,000,000 aggregate.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must not exceed \$25,000, unless authorized in writing by the District.

D. OTHER INSURANCE PROVISIONS

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The DISTRICT, its officers, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; or automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT.

2. For any claims related to the Agreement, the CONSULTANT's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, employees and volunteers, but only to the extent the claims arise out of CONSULTANT's acts or omissions. Any insurance or self-insurance maintained by the DISTRICT, its officers, employees and volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the DISTRICT.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the DISTRICT.

F. VERIFICATION OF COVERAGE

CONSULTANT shall furnish the DISTRICT with original certificates and amendatory endorsements effecting coverage required by this Section. All certificates and endorsements are to be received and approved by the DISTRICT before any work commences. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Section at any time.

X. OWNERSHIP OF DOCUMENTS

All rights, title, royalties and interest to all work product of CONSULTANT resulting from its performance under this Agreement, including, but not limited to data, reports, estimates, drawings, specifications, software, summaries, electronic files of all deliverables, and any other such information and materials as may be prepared or developed by CONSULTANT in performing work under this Agreement, whether complete or in progress, shall be vested in the DISTRICT, upon payment of amounts owing pursuant to this Agreement, and none shall be revealed, disseminated, or made available by CONSULTANT to others without prior consent of the DISTRICT. If this Agreement is terminated in accordance with Section VII, CONSULTANT shall deliver such documents within two weeks of receipt of a termination notice.

XI. EXAMINATION OF RECORDS

CONSULTANT agrees that the DISTRICT will have access to and the right to examine any directly pertinent books, documents, papers, and records of any and all transactions relating to this Agreement at any time after the inception of the Agreement upon reasonable notice.

XII. SCOPE OF AGREEMENT

This writing constitutes the entire Agreement between the parties relative to CONSULTANT's services on the PROJECT, and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement.

XIII. NOTICES

All notices from one Party to the other shall be in writing and delivered or mailed to such party at its designated address as follows, or sent via facsimile transmission to such telephone number indicated as follows. Such notices shall be deemed to have been made: (1) when hand delivered; (2) as indicated by certified mail receipt; (5) five days after mailing by first class mail; or (4) as indicated on facsimile transmission receipt, if facsimile transmission is followed by prompt certified or first class mailing or hand delivery.

To DISTRICT: General Manager
Pleasant Hill Recreation and Park District
147 Gregory Lane
Pleasant Hill, CA 94523
Phone (925) 682-0896
Fax (925) 682-1633

To CONSULTANT: Phil Abey, Principal
Abey Arnold Associates, Inc.
1005 A Street, Suite 305
San Rafael, CA 94901
P 415-258-9580
F 415-258-9780

XIV. APPLICABLE LAWS

- A. CONSULTANT shall perform this Agreement in accordance with all applicable federal, state, and local laws and regulations. This Agreement shall be construed in accordance with California law. Venue concerning any dispute shall be in Contra Costa County.
- B. CONSULTANT's attention is directed to the following selected requirements of California law, which are included as part of this Agreement. These legal citations are not exhaustive of all requirements of California law applicable to the PROJECT. CONSULTANT remains responsible for completing the PROJECT in accordance with all laws and regulations.
1. California Labor Code Section 1771 provides "Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works. This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work".
 2. In accordance with California Labor Code Section 1773.2, OWNER advises that copies of the prevailing rate of per diem wages are on file at DISTRICT's principal office, which shall be made available to any interested party on request. CONSULTANT is hereby directed to post a copy of the determination of the director of the prevailing rate of per diem wages at each job site of the PROJECT, to the extent required by law.
 3. The CONSULTANT is hereby advised of the requirements of California Labor Code Section 1810, which provides, in part, that "Eight hours labor constitutes a legal day's work in all cases where the same is performed under the authority of any law of this State, or under the direction, or control, or by the authority of any officer of this State acting in his or her official capacity, or under the direction, or control or by the authority of any municipal corporation, or of any officer thereof."
 4. The CONSULTANT is hereby advised that DISTRICT shall require CONSULTANT to follow the requirements of California Labor Code Section 1861, which provides, "Each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of [Section 3700 of the Labor Code](#) which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

IN WITNESS the parties hereto have executed this Agreement on the day first above-written.

PLEASANT HILL RECREATION AND PARK DISTRICT:

Board Chair

ATTEST:

District Clerk

**NAME OF CONSULTANT FIRM:
ABEY ARNOLD ASSOCIATES, INC.**

Philip J

Signature

Principal

Title



EXHIBIT A (Scope of Work)

February 3, 2012

The following is our Scope of Work to complete the design and construction of the Pleasant Oaks Park project. Work includes design development, Construction Documents, bidding and construction administration as further described below.

Project Summary:

1. The project site limits are bound by Santa Barbara Road, Hawthorne Drive, Monticello Avenue and the private backyards to the west. See attached Exhibit A-1.
2. Anticipated probable construction costs: \$3,400,000.
3. Base Construction Documents on approved concept master plan dated March 24, 2009. See attached Exhibit A-1.
4. Assist District by providing all technical documents, (drawings, specifications, reports, etc.) to obtain approvals from governing agencies having jurisdiction over this project.

Scope of Work:

Work Tasks

1.0 Project Management, Background Info & Mapping

- A. Project team coordination.
- B. Kick-off meeting with District Staff to set direction.
- C. Incorporation of Arborist Report dated June 2010 by WRA into plan.
- D. Visit site with project team.
- E. Infill topographic field survey information.

2.0 Design Development

- A. Finalize public input.
- B. Prepare design development plan (approx. 3-5 full size drawings).
- C. Meet with community user groups.
- D. Meet with District Staff.
- E. Meet with school garden group.
- F. Prepare required Planning Commission and Architectural Review Commission exhibits & attend meetings.
- G. Provide outline technical specifications (12-20 sections).
- H. Preliminary Opinion of Probable Construction Costs.
- I. Geotechnical Engineering: Report: 4 test pits, R-value test, test of contaminants, pavement recommendation, groundwater well test for water table.
- J. Presentation to District Board.

3.0 Construction Documents

- A. Demolition plan.
- B. Layout plans and details.
- C. Grading/Drainage plans.
- D. Planting plan and details.
- E. Tree removal & replacement plan for City permit.
- F. Technical specifications (12-20 sections).
- G. Pre-bid Opinion of Probable Construction costs (at 95% Construction Documents).

- H. 50%, 95% & 100% (Final Bid Set) construction documents (drawings and technical specifications) review sets.
- I. Storm Water Pollution Prevention Plans (SWPPP).
- J. 3 meetings with District Staff.
- K. Comprehensive signage program and plans for Construction Documents.
- L. Incorporate City of Pleasant Hill conditions of approval.
- M. Respond and incorporate all Building Department comments.
- N. Respond and incorporate, as appropriate, other comments from City Departments, District, Utility Companies and District consultants (e.g. Critical Solutions, Inc.) to obtain required permits and approvals.

4.0 Bidding Phase

- A. Attend pre-bid meeting.
- B. Assist and respond to technical questions from bidder inquiries.
- C. Addenda, as needed.

5.0 Construction Administration Phase

- A. Attend Preconstruction meeting.
- B. Review contractor submittals.
- C. Respond to contractor requests for information.
- D. Site visits including punch list (23 total), and preparation of written field reports.
- E. Geotechnical compaction, base rock and asphalt testing required by technical specification and the City of Pleasant Hill.

6.0 Reimbursable Expenses

- A. Miscellaneous: shipping, repro. costs, etc., is included in above tasks
Printing of bid set plans and specifications by District.

7.0 General Scope

- A. Construction Delivery Method: Consultant will provide Construction Documents suitable for bidding using the public bid process of design-bid-build, which requires prevailing wages pursuant to the California Labor Code and conformity with all other legal requirements applicable to projects of a local public agency. No sole source items are anticipated unless otherwise directed by the District, and technical specifications shall list three designated materials, products, suppliers and/or manufacturers, followed by the words "or equal", for competitive bidding purposes.
- B. Construction Manager (CM): The District has hired Critical Solutions Incorporated to act as its representative to manage the project. The point of contact for the Consultant will be the CM throughout the course of project. CM will provide a constructability review of the 95% Construction Documents provided by the Consultant. This constructability review will be provided to the Consultant for review, comment and incorporation into the Construction Documents, as appropriate.
- C. Front End Documents: The District will provide the Front End Documents (Division 0 and 1), and the Consultant will provide all technical specifications. For clarification, tree protection and SWPPP related requirements are also included in the technical specifications.
- D. Probable Construction Costs: This includes all construction costs that are part of the Construction Documents (drawings and specifications) prepared by the Consultant, including Contractor's General Conditions/Requirements and Profit to complete the Work. This cost does not include soft costs such as building permit fees, design fees, utility fees, or construction management fees. Consultant shall design and prepare Construction Documents to stay within the budget limit of \$3,400,000. Consultant will provide value engineering services, as necessary, to maintain the probable construction costs at the stated limit, including the 95% Construction Documents.

- E. Add Alternates: To help maintain the probable construction cost, the Consultant can include up to three add alternates, but these alternates require the prior approval of the District.
- F. Utility Applications: The Consultant will provide all technical information necessary to fill out utility applications. The District will fill out, sign and submit the applications, and pay all applicable utility fees.

Work Not Included:

- Design for artificial turf soccer and/or baseball fields instead of natural grass.
- Printing of plans and specifications for bidding and construction will be provided by the District.
- Habitable buildings.
- Off-site improvements outside project site limits, noted on Exhibit A-1.



EXHIBIT B (Fee Schedule)

February 3, 2012

The following is our Fee Schedule to complete the design and construction of the Pleasant Oaks Park project. Work includes design development, construction documents, bidding and construction administration as further described in Exhibit A, and Exhibit A.1, and in the time frame shown in Exhibit C.

<i>Work Tasks</i>	<i>Fee</i>
1.0 Project Management, Background Info & Mapping	\$14,620.00
2.0 Design Development Phase	\$38,940.00
3.0 Construction Documents Phase	\$151,290.00
4.0 Bidding Phase	\$7,520.00
5.0 Construction Administration Phase	\$36,380.00
6.0 Reimbursable Expenses	Included above

Grand Total: \$248,750.00

All Items will be billed monthly on a lump sum percentage complete basis. See Exhibit B-1 for detailed cost breakdown of work tasks used to develop lump sum amounts.

Hourly Rates (These rates are good for duration of the project):

Abey Arnold Associates: Principal - \$160/hr; Design Staff - \$120/hr; Drafting - \$100/hr.

Permco Engineering and Management: Principal - \$155/hr; Project Engineer, Manager, Surveyor - \$128/hr; Senior Engineer - \$112/hr; Office Surveyor - \$112/hr; Design Engineer - \$101/hr.

Miller Pacific Engineering Group: Principal - \$205/hr; Associate Engineer - \$192/hr; Senior Engineer - \$160/hr; Project Engineer - \$122/hr; Staff Engineer - \$95/hr.

Brookwater: Principal and Staff - \$100/hr.

GNU Group: Principal and Staff - \$125/hr.

Zeiger Engineers, Inc.: Principal - \$205/hr; Senior Engineer - \$166/hr; Engineer - \$141/hr.

EXHIBIT B-1

Fee Proposal breakdown
 Client: Pleasant Hill Recreation and Park District
 Project: Pleasant Oaks Park
 Date: February 3, 2012
 Abey Arnold Associates

Work Task	Hrs	Rate	Hrs	Rate	Hrs	Rate	Task Total	Phase Total
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1.0 Project Management, Background Information & Mapping

\$14,620

	Principal		Designer		Drafting		Total
	Hrs	\$160/hr	Hrs	\$120/hr	Hrs	\$100/hr	
Abey Arnold Associates							
A Project Team Coordination.	36	\$5,760	0	\$0	0	\$0	\$5,760
B Kick-Off Meeting with Staff to set direction.	4	\$640	4	\$480	4	\$400	\$1,520
C Incorporation of Arborist Report into plan.	4	\$640	4	\$480	12	\$1,200	\$2,320
D Visit site with project team.	4	\$640	4	\$480	4	\$400	\$1,520

	Qty.		Lump Sum	Total
Permco (Civil Engineer)				
A Infill Topographic Survey for information that is still required.	1		\$3,500	\$3,500

2.0 Design Development (1 progress and 1 final submittal)

\$38,940

	Principal		Designer		Drafting		Total
	Hrs	\$160/hr	Hrs	\$120/hr	Hrs	\$100/hr	
Abey Arnold Associates							
A Finalize public input on park.	4	\$640	8	\$960	16	\$1,600	\$3,200
B Prepare design development plan showing all proposed elements located on site. Meet with community user groups for a final check of all elements for confirmation prior to starting working drawings.	36	\$5,760	48	\$5,760	48	\$4,800	\$16,320
C Meet with staff for a final check of all elements.	8	\$1,280	4	\$480	0	\$0	\$1,760
D Meet with School Garden group to coordinate proposed work.	4	\$640	2	\$240	0	\$0	\$880
E Planning Commission and ARC exhibits and meetings.	8	\$1,280	4	\$480	0	\$0	\$1,760
F Provide outline technical specifications.	4	\$640	4	\$480	0	\$0	\$1,120
G Preliminary Opinion of Probable construction costs.	8	\$1,280	16	\$1,920	34	\$3,400	\$6,600
H See Miller Pacific Below	4	\$640	8	\$960	0	\$0	\$1,600
I Presentation to District Board, included							

	Qty.		Lump Sum	Total
Miller Pacific (Geotech Engineers): Geotechnical Report				
A 4 hand dug test pits to obtain samples.	1		\$3,500	\$3,500
B R-Value and modified proctor tests.				

- C Engineering analysis and testing.
 - D Pavement design recommendations.
 - E Groundwater Well Installation (2)
 - F Provide Geotechnical Report
- 1 \$2,200 **\$2,200**

3.0 Construction Documents (Including 50%, 95% & 100% CD sets to District) **\$151,290**

	Principal Hrs	\$160/hr	Designer Hrs	\$120/hr	Drafting Hrs	\$100/hr	Total
Abey Arnold Associates							
A Demolition Plan.	6	\$960	24	\$2,880	30	\$3,000	\$6,840
B Layout Plans and Details (ADA conformance).	30	\$4,800	88	\$10,560	104	\$10,400	\$25,760
C Grading/Drainage Plans and Details (C.3 Conformance).	21	\$3,360	60	\$7,200	88	\$8,800	\$19,360
D Planting Plan and Details.	16	\$2,560	36	\$4,320	48	\$4,800	\$11,680
E Tree Removal/Replacement Plan for City permit.	6	\$960	12	\$1,440	16	\$1,600	\$4,000
F Technical Specifications. (12 - 20 sections)	18	\$2,880	16	\$1,920	0	\$0	\$4,800
G Opinion of Probable Construction Costs. (95% CD)	5	\$800	16	\$1,920	32	\$3,200	\$5,920
H Prepare Construction Documents and Bid Set.	4	\$640	16	\$1,920	36	\$3,600	\$6,160
I 3 meetings with District Staff and Presentation to District Board	9	\$1,440	9	\$1,080	0	\$0	\$2,520

J Includes all other scope described below and in Exhibit A and Exhibit A-1

	Qty.	Lump Sum	Total
Permco (Civil Engineers)			
A Demolition Plans.	1	\$1,000	\$1,000
B Grading/Drainage Plan (C.3 Conformance).	1	\$3,000	\$3,000
C Parking Area Plans.	1	\$11,800	\$11,800
D Utility and Drainage Plan.	1	\$4,000	\$4,000
E Technical Specifications.	1	\$1,700	\$1,700
F Hydrological Study	1	\$6,500	\$6,500
G Storm Water Pollution Prevention Plan (SWPPP).	1	\$9,500	\$9,500

Miller Pacific (Geotech Engineers)

	Qty.	Lump Sum	Total
A Review grading and drainage plans.	1	\$750	\$750
B Provide letter of review to comply with City of Pleasant Hill Requirements			

Brookwater Design (Irrigation)

	Qty.	Lump Sum	Total
A Irrigation Plan and Technical Specifications Details.	1	\$8,000	\$8,000

Zeiger Engineers (Electrical)

	Qty.	Lump Sum	Total
A Electrical and Technical Specifications Plans.	1	\$9,000	\$9,000

GNU Group (Signage Consultant)

	Qty.	Lump Sum	Total

A Comprehensive sign program and Signage Plans and Technical Specifications 1 \$9,000 \$9,000

4.0 Bidding Phase **\$7,520**

Abey Arnold Associates		Principal	Designer	Drafting	Total
	Hrs	\$160/hr	Hrs	\$100/hr	
A Attend Pre-bid meeting.	4	\$640	0	\$0	\$640
B Respond to Bidder's technical inquiries.	12	\$1,920	8	\$960	\$2,880
C Addenda.	4	\$640	8	\$960	\$1,600

Permco		Project Manager	Senior Engineer	Total
	Hrs	\$128/hr	Hrs	\$112/hr
A Attend Pre-bid meeting.	4	\$512	0	\$0
B Assist with Bidder Inquiries.	6	\$768	4	\$448
C Addenda.	2	\$256	4	\$448

5.0 Construction Administration Phase **\$36,380**

Abey Arnold Associates		Principal	Designer	Drafting	Total
	Hrs	\$160/hr	Hrs	\$100/hr	
A Attend Preconstruction Meeting.	4	\$640	0	\$0	\$640
B Review Contractor Submittals.	8	\$1,280	16	\$1,920	\$3,200
C Respond to Contractor Requests for Information.	8	\$1,280	16	\$1,920	\$4,800
D Site Visits Including Punch List (14 Total).	42	\$6,720	16	\$1,920	\$9,440

Permco (Civil Engineers)		Project Manager	Senior Engineer	Total
	Hrs	\$128/hr	Hrs	\$112/hr
A Preconstruction Meeting.	4	\$512	0	\$0
B Review Contractor Submittals.	2	\$256	4	\$448
C Respond to Contractor Requests for Information.	2	\$256	4	\$448
D Site Visits Including Punch List (9 Total).	20	\$2,560	0	\$0

Miller Pacific (Geotech Engineers)		Qty.	Lump Sum	Total
A Field subgrade compaction testing.	1	\$0		\$11,800
B Aggregate baserock testing.				
C Asphalt testing.				
D Ancillary geotechnical work items.				
E Respond to Contractor Requests for Information				

Brookwater Design (Irrigation)		Qty.	Lump Sum	Total
A Site Visits (3), review submittals and RFIs	1	\$2,000		\$2,000

Grand Total: \$248,750

EXHIBIT C (Project Schedule)

February 3, 2012



The following is our anticipated Project Schedule to complete the design and construction of the Pleasant Oaks Park project. Work includes design development, Construction Documents, bidding and construction administration as further described in Exhibit A and Exhibit A-1.

<i>Description</i>	<i>Dates</i>
Notice to Proceed	February 9, 2012
Design Development	February 10, 2012 to July 31, 2012
Construction Documents	August 1, 2012 to January 31, 2013
Tree Demolition Phase (while fields are open)	Prior to January 31, 2013
Bidding Phase	February 1, 2013 to February 28, 2013
District Review of bids, and Award Contract and Pre NTP	March 1, 2013 to April 14, 2013
Contractor Notice to Proceed (NTP)	April 15, 2013
Contractor Mobilization (non-construction/Submittals)	April 15, 2013 to June 2, 2013
Contractor Site Work	June 3, 2013 to October 31, 2013
Project Closeout	November 1, 2013 to November 29, 2013