

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY

DEPT: Parks and Recreation

BOARD AGENDA #: *B-4

AGENDA DATE: March 14, 2017

SUBJECT:

Approval of the Professional Design Services Agreement with O'Dell Engineering, Inc., to Update the Parks Master Plan and the Use of Public Facilities Fees

BOARD ACTION AS FOLLOWS:

No. 2017-114

On motion of Supervisor Monteith, Seconded by Supervisor Withrow
and approved by the following vote,

Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini, and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST: Elizabeth A. King
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No. M-64-K-6

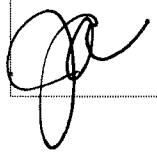
**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Parks and Recreation
Urgent Routine

BOARD AGENDA #: *B-4

AGENDA DATE: March 14, 2017

CEO CONCURRENCE: *pht*



4/5 Vote Required: Yes No

SUBJECT:

Approval of the Professional Design Services Agreement with O'Dell Engineering, Inc., to Update the Parks Master Plan and the Use of Public Facilities Fees

STAFF RECOMMENDATIONS:

1. Approve the Professional Design Services Agreement No. A011317 with O'Dell Engineering, Inc., in the amount of \$390,666, to update the Parks Master Plan for the Department of Parks and Recreation.
2. Authorize the Director of Parks and Recreation, or designee, to sign the Agreement with O'Dell Engineering, Inc.
3. Approve the use of Public Facilities Fees, up to \$426,151, for the update to the Parks Master Plan.
4. Authorize the Director of Parks and Recreation, or designee, to sign amendments to the Agreement for an overall not-to-exceed amount of \$426,151, which includes a contingency of \$35,485.
5. Direct the Auditor Controller to increase appropriations in the amount of \$426,151 as per the attached budget journal.

DISCUSSION:

The County maintains five regional parks, twelve neighborhood parks, ten community parks, two Off-Highway Vehicle parks, four cemeteries, two bridges, La Grange historical areas, five fishing access points along rivers and lakes, one swimming pool, one organized youth camp, and numerous acres of open space and river bottom. These facilities provide a vast array of recreational opportunities including but not limited to: picnicking, sailing and power boating, water skiing, jet skiing, fishing, swimming, camping, hiking, hunting, and horseback and biking trails.

In addition, the County provides a wide variety of recreational classes, activities, programs and services including: after school programs and swimming classes through Stanislaus County's Police Activity League, fitness classes through the Healthy Aging Association, and special events held at Woodward and Modesto Reservoirs.

Approval of the Professional Design Services Agreement with O'Dell Engineering, Inc., to Update the Parks Master Plan and the Use of Public Facilities Fees

On August 24, 1999, a Parks Master Plan was approved for Stanislaus County. The plan provided a comprehensive overview to guide the Board of Supervisors, Parks Recreation Commission and the Parks Department in meeting a variety of goals for park users over the course of 20 years. This project will update the Master Plan and develop the goals and plans of the Parks Department for the next 20 years.

Based on forecasts completed in 2016, developed by the University Of Pacific, Eberhart School Of Business, Center for Business and Policy Research, Stanislaus County's population is expected to increase by 24% by year 2035. In order to prepare for this growth, the Parks Master Plan needs to be updated in order for the County to continue its commitment to improve the community's quality of life by providing parks and open space facilities to meet the needs of existing residents, businesses, new community members, and development partners. This plan will guide the development of County parks, facilities, programs and amenities into the future and provide innovative and creative actions to meet the anticipated needs of County residents, develop attractive features to increase parks usage and funding opportunities.

In partnership with the General Services Agency (GSA) Purchasing Division, the Parks Department issued a Request for Proposal (RFP) on September 27, 2016, for this project. The RFP period closed on October 27, 2016, and the GSA Purchasing Division conducted the opening of the proposals on the closing date.

Two consultants submitted their qualifications for review. Both consultants were evaluated and scored on qualifications only. The consultants' proposed rates were included but were not part of the initial evaluation process. The consultants that submitted proposals are as follows:

1. O'Dell Engineering, Inc.
2. GreenPlay, LLC

The initial evaluation was completed by an evaluation committee consisting of three evaluators: one member from the Chief Executive Office – Capital Projects, one from the Department of Parks and Recreation, and one from the Department of Environmental Resources. The consultants were initially evaluated on the following criteria:

1. The Proposer's Overall Response;
2. Professional Qualifications; and
3. Understanding of the Project.

The consultants' proposed pricing was later evaluated by GSA's Purchasing Division and, along with the overall scoring from the initial evaluation, was used to rank the proposals in the following order:

1. O'Dell Engineering, Inc.
2. GreenPlay, LLC

Parks and Recreation and GSA Purchasing staff selected O'Dell Engineering, Inc., as the most qualified consultant based on the results of the evaluation criteria. On January 3, 2017, the GSA Purchasing Division issued a letter of intent to award to O'Dell Engineering, Inc., and

Approval of the Professional Design Services Agreement with O'Dell Engineering, Inc., to Update the Parks Master Plan and the Use of Public Facilities Fees

contract terms have been agreed upon. The amount of the agreement with O'Dell Engineering is \$390,666 with a contingency of \$35,485, for a total not to exceed of \$426,151.

On January 19, 2017, the Public Facilities Fee Committee approved \$426,151 in funding for the Park's Master Plan.

POLICY ISSUE:

The Board of Supervisors' approval is necessary to enter into agreements over \$100,000.

FISCAL IMPACT:

The project costs include the agreement with O'Dell Engineering for \$390,666 and a contingency of \$35,485 for a total of \$426,151 to be used for the Parks Master Plan Update project and will be paid for through Public Facilities Fees.

Cost of recommended action:		\$ 426,151
Source(s) of Funding:		
Public Facilities Fees	\$ 426,151	
Funding Total:		\$ 426,151
Net Cost to County General Fund		\$ -

Fiscal Year:	2017-2018
Budget Adjustment/Appropriations needed:	Yes

Fund Balance as of January 31, 2017	
PFF Fund 2405	\$ 2,997,493
PFF Fund 6405	\$ 95,663

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions support the Board's priorities of A Well Planned Infrastructure System, and A Healthy Community by providing an updated Parks Master Plan that will continue to provide guidance and policy direction for the Stanislaus County Parks and Recreation Department's role in the community.

STAFFING IMPACT:

Work associated with updating the Park's Master Plan will be accomplished through the use of existing staff.

CONTACT PERSON:

Jami Aggers, Director of Parks and Recreation

Telephone: 205-525-6770

Approval of the Professional Design Services Agreement with O'Dell Engineering, Inc., to Update the Parks Master Plan and the Use of Public Facilities Fees

ATTACHMENT(S):

1. Contract A011317 O'Dell Engineering
2. Budget Journal

Attachment 1



DEPARTMENT OF PARKS AND RECREATION

3800 Cornucopia Way, Suite C

Modesto, CA 95358

Phone: (209) 525-6770

Fax: (209) 525-6773

**STANISLAUS COUNTY
PROFESSIONAL DESIGN SERVICES AGREEMENT**

This Agreement is made and entered into by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County" and O'Dell Engineering, Inc., hereinafter referred to as "Consultant" on May 15, 2017 ("The Agreement").

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT

1.1. Scope of Services: Consultant shall provide the professional services described in the County's Scope of Work attached hereto as Exhibit "A" and incorporated herein by reference and Consultant's Response to County's RFP (the "Response").

1.2. Professional Practices: All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also represents that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Representations: Consultant represents that it has reviewed the Scope of Work and that in its professional judgment the services to be performed under this Agreement can be performed within the maximum fee set forth herein below and within the time specified in the Project Schedule attached hereto. Consultant represents that it is qualified to perform the professional services required by this Agreement and possesses the necessary licenses and permits required to perform said services. Consultant represents that it has no interest and shall not acquire any interest direct or indirect which conflicts, or has the appearance of conflicting, in any manner or degree with the performance of the work and services under this Agreement.

1.4. Compliance with Laws. Consultant agrees that it shall perform the services required by this Agreement in compliance with all applicable Federal and California laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.5. Non-Discrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation

the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

1.6. Non-Exclusive Agreement. Consultant acknowledges that County may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Covenant Against Contingent Fees. Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant; to solicit or secure this agreement; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

2.0 COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed **Three Hundred Ninety Thousand, Six Hundred Sixty-Six Dollars (\$390,666.00)**. Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified in the Fee Schedule. The Fee Schedule rates include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this Agreement. The County may retain ten percent of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks and County shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily.

2.2. Reimbursements. In addition to the aforementioned fees, Consultant will be reimbursed for any expenses specifically set forth in each Project Scope of Work. All such reimbursement amounts are limited to those costs and expenses that are reasonable, necessary and actually incurred by the Consultant in connection with the services provided. The County shall not pay a mark up on any item of reimbursement. The County shall not pay for any item of overhead such as telephone, facsimile, postage, etc. All requests for reimbursement shall be accompanied by a copy of the original invoice.

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibit A unless the County or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Consultant may submit invoices to County's Project Manager for approval on a progress basis, but no more often than once each calendar month. Said invoice shall be based on the total of all Consultants' services that have been completed to County's sole satisfaction.

County shall pay Consultant's invoice within forty-five (45) days from the date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated percentage of tasks completed. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the termination of this Agreement.

3.0 TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days after County delivers its Notice to Proceed. Said services shall be performed in strict compliance with the Project Schedule approved by County as set forth in Exhibit "D", attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0 TERM OF CONTRACT AND TERMINATION

4.1. Term. This Agreement shall commence upon approval by the County's Board of Supervisors and continue until the work required herein is completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

4.3. Compensation. In the event of termination, County shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of County's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth in Exhibit "C". In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the County or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the County within ten (10) days of delivery of termination notice to Consultant, at no cost to County.

Any use of uncompleted documents without specific written authorization from Consultant shall be at County's sole risk and without liability or legal expense to Consultant.

5.0 INSURANCE REQUIREMENTS

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

6.0 INDEMNIFICATION

6.1. Indemnification: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, directors, officials, agents, employees, volunteers and representatives (collectively, "Indemnitee") from and against any and all claims, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, (collectively, "losses") which are founded upon, arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the County, its agents, employees, and representatives. These indemnification obligations shall not be limited by any assertion or finding that (1) the person or entity indemnified is liable by reason of non-delegable duty, or (2) the losses were caused in part by the negligence of, breach of contract by, or violation of law by Indemnitee. Nothing in this Agreement, including the provisions of this paragraph, shall constitute a waiver or limitation of any rights which Indemnitee may have under applicable law, including without limitation, the right to implied indemnity.

6.2. Duty to Defend: The duty of Consultant to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at Consultant's own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code and as limited in section 2782.8 of the California Civil Code. This duty to defend arises immediately when such claim is made and shall be independent of any finding of negligence and shall arise regardless of any claim or assertion that Indemnitee caused or contributed to the Losses. Consultant shall provide legal counsel acceptable to the County.

6.3. Duty to Cooperate: Each party shall notify the other party within ten (10) days in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. Specifically, Consultant shall take all steps necessary to assist the County in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project.

6.4. Patent Rights: Consultant represents that professional services provided by Consultant pursuant to this Agreement does not infringe on any other copyrighted work. Consultant shall defend, indemnify and hold harmless the County from all loss, cost, damage, expense, liability or claims, including attorneys' fees, court costs, litigation expenses and expert consultant or witness fees, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by the County of any articles or services supplied under this agreement.

6.5. The foregoing provisions shall survive the term and termination of this Agreement.

7.0 GENERAL PROVISIONS

7.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

7.2. Representatives. The Director of the Stanislaus County Department of Parks and Recreation, or his designee, shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement. Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

7.3. Project Managers. County shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by County.

7.4. Designated Personnel: A material covenant of this agreement is that the Consultant shall assign the individuals designated below to perform the functions designated so long as they continue in the employ of the Consultant. The designated individuals shall, so long as their performance continues to be acceptable to County, remain in charge of the services for the Project from beginning through completion of services.

- a. Project Manager: Michael Rosales, P.L.A.

7.5. Removal of Personnel or Sub-Consultants: If the County, in its sole discretion at any time during the term of this agreement, desires the removal of any person or sub-consultant assigned by Consultant to perform services, then the Consultant shall remove such person or consultant immediately upon receiving notice from the County.

7.6. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to County:

Stanislaus County
Department of Parks and Recreation
Attn: Stephanie Musso
3800 Cornucopia Way, Suite C
Modesto, California 95358
Phone: (209) 525-6786
Fax: (209) 525-6773

If to Consultant:

O'Dell Engineering
Michael Rosales, P.L.A.
Project Manager
1165 Scenic Drive, Suite B
Modesto, CA 95350
Phone: (209) 571-1765
Fax: (209) 571-2466

7.7. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

7.8. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Stanislaus County, California.

7.9. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

7.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of County. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

7.11. Confidentiality: The Consultant agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

7.12. Ownership of Documents: Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

7.13. Reuse of Design Documents: Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

7.14. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualifies as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

7.15. Responsibility for Errors: Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Consultant occurs, then

Consultant shall, at no cost to County, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

7.16. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

7.17. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

7.18. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of County and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

7.19. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

7.20. Amendments: This Agreement may be amend only by a writing executed by the parties hereto or their respective successors and assigns.

7.21. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

7.22. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

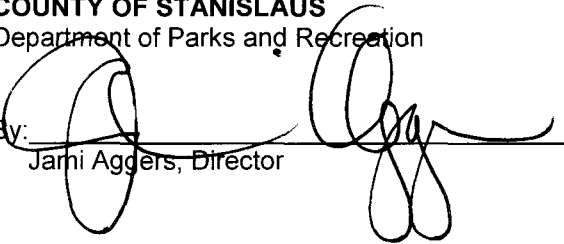
7.23. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

7.24. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers:

COUNTY OF STANISLAUS
Department of Parks and Recreation

O'DELL ENGINEERING INC.

By: 
Jami Aggers, Director

By: 
Randall O'Dell
President

"County"

"Consultant"

APPROVED AS TO FORM:
John P. Doering, County Counsel

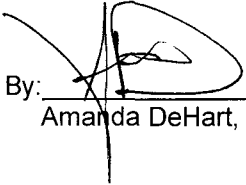
By: 
Amanda DeHart, Deputy County Counsel

EXHIBIT A SCOPE OF WORK

A. BACKGROUND

Stanislaus County is located in the Central Valley of the State of California. As of the 2010 census, the population was 514,453. The county seat is Modesto. According to the U.S. Census Bureau, the county has a total area of 1,521 square miles, of which 1,495 square miles is land and 20 square miles (1.3%) is water. Stanislaus County experiences year round mild weather, allowing for long park seasons and a wide variety of outdoor activities.

Between the years 2000-2010, the population of Stanislaus County increased by 15.1%. Continued urban development and increased population growth is expected. The Stanislaus Council of Governments (StanCOG) projects that by the year 2035 the population of Stanislaus County will increase by 40.3%. In order to prepare for this growth, the County would like to update its Parks Master Plan so that the County can continue its commitment to improve the community's quality of life by providing parks and open space facilities to meet the needs of existing residents, businesses, new community members, and development partners.

The Stanislaus County Department of Parks and Recreation ("County") maintains grounds and operations of County-owned parks and facilities, and provides basic levels of services at all general funded neighborhood parks, cemeteries, bridges, County facilities and office buildings, reservoirs, and regional parks throughout Stanislaus County.

With a staff of approximately 42 full-time employees, 25 part-time employees and 9 volunteers, the Department of Parks and Recreation provides a wide range of services to the public. The County maintains five regional parks, twelve neighborhood parks, ten community parks, two Off-Highway Vehicle parks, four cemeteries, two bridges, La Grange historical areas, five fishing access points along rivers and lakes, one swimming pool, one organized youth camp, and numerous acres of open space and river bottom. These facilities provide a vast array of recreational opportunities including but not limited to: picnicking, sailing and power boating, water skiing, jet skiing, fishing, swimming, camping, hiking, hunting, and horseback and biking trails. The County owns, operates and maintains several regional parks with a total acreage of approximately 16,820 acres. In addition to regional parks, Stanislaus County operates several neighborhood parks with a total acreage of 73 acres, in the unincorporated areas of the County.

In addition, the County provides a wide variety of recreational classes, activities, programs and services including: after school programs and swimming classes through Stanislaus County's Police Activity League, and a variety of community-wide special events.

Currently, the County's Parks Department consists of 4 divisions: Administration, Community Parks/County Centers, Woodward Reservoir, and Modesto Reservoir. The operating budget projected for FY 16/17 is \$6,059,820, with \$3,061,877 in revenue and \$ 2,997,943 in general fund subsidy.

On August 24, 1999, a Parks Master Plan was approved for Stanislaus County. The plan provides a comprehensive overview to guide the Board of Supervisors, Parks Recreation Commission and the Parks Department in meeting a variety of goals for park land users over the course of 20 years. It is now time for the County to update this Master Plan to develop the goals and plans of the Parks Department for the next 20 years.

The 1999 Parks Master Plan, and this new Master Plan provide goals, standards and objectives for the County's investment in maintaining and expanding parks and recreational opportunities in Stanislaus County, and provides priorities for parks budgeting for the next twenty years.

B. PROJECT OVERVIEW

Consultant shall provide the County with an updated Parks Master Plan that includes a needs assessment, specific park plans, future planning, development of design standards and economic and fiscal planning. The County has a strong commitment to provide high quality park and recreational facilities and programs for its citizens. The plan should guide the development of County parks, facilities, programs and amenities into the future and provide innovative and creative actions to meet the anticipated needs of County residents, develop attractive features to increase parks usage and funding opportunities.

The Master Plan should be consistent with the County's adopted General Plan and Parks Master Plan, which set forth specific actions to help implement public facilities, community programs, conservation and open space objectives and policies, building upon the County's adopted planning strategies. The Parks Master Plan should be consistent with the goals and policies of the General Plan, as they relate to the various General Plan Elements (Open Space, Land Use, Noise, Conservation, Circulation, etc.). The Master Plan should also be reviewed to be consistent with the General Plan update's Environmental Impact Report (EIR), which includes a chapter relating to park standards and policies based on the current Parks Master Plan.

The master planning process should be designed to provide for staff, Commission and community involvement. All aspects of the Department's operations, including facility/program planning strategies, operation/maintenance standards, facility/park development standards, staffing/organization levels, revenue sources and guiding policies for service delivery should be considered.

1. Project Requirements and Standards

- 1.1. The Consultant shall include all of the labor, supervision, and materials necessary to perform technical and professional services as outlined in this Scope of Work.
- 1.2. The Consultant shall work closely with County staff, the public, concessionaires and other affected agencies involved in the Project.
- 1.3. The Consultant shall be required to seek public input (with County staff) and make presentations to various commissions and County meetings when applicable.
- 1.4. The Consultant shall include public safety, health and welfare in recommending parks improvements and plans.
- 1.5. All Work shall be in accordance with the County's current General Plan, Parks Master Plan, the Americans with Disabilities Act (ADA), all applicable County zoning and planning regulations, the County's Code of Regulations, and all applicable local, state, and federal law.
- 1.6. All work products shall be the property of the County.

2. Project Timeline Overview

The County would like the Master Plan to be completed within a twelve month timeframe.

3. Additional Background Information/Documentation

Prior to starting the project, Consultant shall review the following documents:

- a. County's current Park's Master Plan, dated August 24, 1999.

- b. County's General Plan, which is currently being updated and can be accessed at the following website: <http://www.stancounty.com/planning/pl/general-plan.shtm>
- c. Environmental Impact Report that accompanies the County's updated General Plan, and can be accessed at the following website: <http://www.stancounty.com/planning/pl/act-proj/gp-update.shtm>
- d. Stanislaus County Code of Regulations, which can be accessed at the following website: <http://gcode.us/codes/stanislauscounty/view.php?view=mobile>, and in particular Title 18 Parks and Recreation of the County Code.
- e. County's Zoning Ordinance Code and Zoning Designations, which can be accessed at the following website: <http://www.stancounty.com/planning/pl/>
- f. California Department of Motor Vehicle Off-Highway Vehicle Laws and Regulations.
- g. Most recent ADA requirements in accordance with the ADA's 2013 Guide to State and Federal Accessibility Requirements for California and the California Building Code.

4. Project Goals

The goal of this project is to update the previous and outdated master plan. . The prior master plan does not include or address important issues such as:

- a. Tuolumne River Regional Park;
- b. Current parks and recreation trends such as dog parks and inclusive play;
- c. Current funding and grant opportunities;
- d. New development trends and locations;
- e. Current partnership and joint use agreement trends;
- f. Modern best practices and design standards; or
- g. Current codes and guidelines
- h.

The Consultant's design team shall look at these and many other issues to provide a document to the County that will direct staff, councils, and board in their efforts for the next 20 years of development and management of park facilities.

5. County Requested Information

Upon commencement of the research task of this project (Task 2) the County shall provide the Consultant as much data as possible about the parks department, its procedures, budgets maintenance processes, etc. The following is expected, but may not be a completely comprehensive list:

- a. Budgets, CIP program, programs and fees, maintenance procedures, Quimby act policies, recently completed marketing plan, any recent comparison studies on rental fees or programs, existing cost recovery policies in place.
- b. Existing GIS shape files, any park as-built drawings, current active design drawings, site specific limitations or regulations, agreements with other agencies specific to facilities, prior prepared and related EIRs.
- c. Population/census information, contact information for partners or potential stakeholders.

C. SCOPE OF WORK

The project includes assembling and analyzing data regarding all of the existing conditions within the County and utilizing that data to develop policies, actions and an implementation plan that are complimentary to the goals and policies related to parks, trails and other forms of open spaces

contained within the County's current Parks Master Plan and General Plan. The Consultant shall be expected to perform, but shall not be limited to, all of the following:

1. Task 1: Public Process:

This project will require a substantial amount of public involvement and participation in the planning process. The public involvement shall include a series of public discussions and informal meetings.

1.1. Task 1.1: Develop Process

Consultant shall:

- a. Identify, describe and implement a comprehensive strategy and methodology for citizen involvement in this Master Plan development process.
- b. Act as professional facilitators to gather specific information about services, use, preferences and strengths, weaknesses, opportunities and threats.
- c. Provide well-organized and directed activities, techniques and formats that shall ensure that a positive, open and proactive public participation process is achieved.
- d. Solicit input from as many people as possible, including users and non-users of the services and facilities.

1.2. Task 1.2: Community/Stakeholder Meeting Preparation

Consultant shall:

- a. Assure residents, user groups, associations and other stakeholders that they are provided with an opportunity to participate in the development of this plan.
- b. Conduct various public community meetings, focus groups and individual stakeholder interviews.

1.3. Task 1.3: Commission and Board Meeting Preparation

Consultant shall attend various Commission and County Board of Supervisors meetings to provide progress reports.

1.4. Task 1.4: Written Reports

Consultant shall provide written reports and summaries of the results of all public meetings.

2. Task 2: Data Collection/Facilities Report: Evaluation of Current Conditions:

2.1. Task 2.1: Inventory and Assessment

a. Research and Documentation

Consultant shall compile an inventory and assessment of the existing parks/recreation programs, services and facilities. The assessment shall include a comparative analysis to communities of similar size and density within the region, and use nationally accepted standards.

Consultant shall survey communities of similar size and demographics to Stanislaus County to determine the current park and recreation facilities standards that exist in those communities. Consultant shall first compile a list of

communities that Consultant believes matches or closely matches Stanislaus County in regards to size and demographics. This list shall be submitted to County staff for review and approval before Consultant proceeds with contacting those Counties for specific information. Consultant shall develop a matrix of potential recreation facilities that may exist in those communities. The matrix shall include size, facilities for youth, adult and special population groups (seniors, physical and mental disabilities). The analysis shall also include identification of the best possible providers of community and recreation services and recommendations for minimizing duplication of programs and enhancing possibilities for partnerships where appropriate. As part of this survey, Consultant shall contact parks maintenance personnel and inquire about specific issues in regards to that maintenance. Specifically, questions shall be asked about on-going maintenance costs, vandalism issues, and financing mechanisms for that maintenance.

The analysis shall consider not only the capacity of each amenity found within the system (playgrounds, ball fields, trails, natural areas, special facilities, etc.) but also address functionality, accessibility, condition, comfort and convenience.

The Consultant shall be required to prepare an inventory and assessment for the following County parks: Woodward Reservoir, Modesto Reservoir, La Grange OHV Park, Frank Raines OHV Park, Frank Raines Regional Park, Basso Bridge, Bonita Park and Pool, Bonita Ranch Park, Burbank-Paradise Park, Countrystone Park, Empire Tot-Lot, Empire Community Park and Regional Water, Safety Training Center, Fairview Park, Fox Grove Recreation and Fishing Access, Hatch Park, Hunters Pointe Park, Laird Park, Las Palmas, Leroy F. Fitzsimmons Memorial Park, Mono Park, Murphy Park, Oregon Drive Park, Parklawn Park, Riverdale Park and Fishing Access, Segesta Park, Salida Park, Shiloh Fishing Access, Sterling Ranch Park, Turlock Lake Fishing Access, United Community Center and Park, Wincanton Park, Tuolumne River Regional Park.

2.2. Task 2.2: Base Maps

Work effort shall result in a compilation of maps depicting existing features and conditions. Maps to be provided by Consultant shall include:

- a. County-wide base map identifying the location of each parks, trail, and open space; County destinations, landmarks and activity nodes, as well as existing and future trails, roads and public transportation services that connect the identified places.
- b. Individual park maps and narrative descriptions depicting the natural features of the park including access points to the park, roads and trails connecting the park with adjacent neighborhoods and with County destinations and/or landmarks, existing park areas, existing trails, and existing recreation facilities.

2.3. Task 2.3: Site Visits

Consultant shall conduct individual site visits to all parks and open space facilities for the purpose of preparing the inventory of facilities including:

- a. Geographic location of the park within the County, in a format that would allow the County to overlay it in the County's current GIS software
- b. Natural features, including topography, geology, surface hydrology, site ecology, flooding and erosion, sources of pollution and scenic resources.

- c. Local and regional context of the park including demographics, tourist impact and business impact.
- d. Existing amenities that the park has to offer.
- e. Existing developmental controls for the area including land ownership pattern, existing zoning, permits and approvals necessary for new pedestrian/bike facilities, trails and required rights-of-way.
- f. Existing utilities servicing the park (water, sewer, solid waste, electricity, wireless internet access capacity, etc.).
- g. Existing transportation infrastructure within and adjacent to the park including trails, roads, bike lanes, and public transportation services.
- h. How individuals access recreation and leisure services in the County.
- i. Historical, cultural, or environmental resources within the park.
- j. Recreational resources – including facilities- condition, capacity and standards for each existing recreation facility; range of population using each facility; types of available passive and active recreational activities and recreation programs, and the population for which they are designed. Consultant shall provide new and innovative thinking about what the County parks can provide, what appeals to today's residents, and how Stanislaus County can attract more users to the parks.
- k. Existing funding sources for parks operations, maintenance, and capital improvements and/or replacement.
- l. Summary of existing plans and projects influencing the County's park system history, development, and improvements.
- m. Analysis of site constraints, needs and opportunities for each park facility shall be recorded on specialized survey forms utilized for the report.
- n. Photographic inventory of all parks shall be accomplished utilizing digital cameras.
- o. Base maps shall be annotated and updated electronically to be used during the planning and design tasks.
- p. The level of effort shall vary depending upon the type and number of structures, facilities and amenities that exist at each site, and the amount of current information available for each facility.

2.4. Task 2.4: Geographical Information Systems (GIS) Work

Using ArcGIS software, Consultant shall utilize the County's current parks "shapefile" for use in the County's existing GIS database. The shapefile shall be prepared per the County's digital GIS submittal guidelines and shall include all data for existing and future parks. This database shall also be used to create exhibits and maps for the draft and final master plan documents. The database shall include at a minimum the following items: Size (acreages of turf and shrub spaces), park amenities, furnishings (benches, drinking fountains), structures (shade shelters, maintenance sheds, pools, recreation centers, etc.), equipment (2 to 5 yr. old play, 5 to 12 yr. old play, water features),

programming, operations (joint use facility designation), rates, reservations, and fees, associated maintenance facility districts, proposed site features

Deliverables: Results including maps and other research from this phase will be incorporated into the master plan document/an updated GIS shapefile will also be provided.

2.5. Task 2.5: Data Collection

Consultant shall secure copies of the Open Space and Parks & Recreation Element of the General Plans and review those documents for specifics concerning open space requirements for all levels of parks (pocket, neighborhood, and community), also identifying size, type of facilities required (sports fields, game courts, play apparatus areas, passive open space, etc.), and special recreation elements (sports complex, senior centers, skate parks, etc.). This information will be compiled into a user friendly format that can be compared to the Stanislaus County's current park facilities and its General Plan requirements. Consultant shall also secure copies of the Transportation Element of those surveyed to better understand those agencies non-motorized trail systems. This information shall also be compiled into a user friendly format which can be compared to the Stanislaus County's current and proposed trail systems. In addition to reviewing those surveyed cities information, Consultant shall also review StanCog's Non-Motorized Transportation Plan to assure the County's compliance with that plan.

2.6. Task 2.6: Analysis of Programs and Services:

a. Recreation Planning

A cutting-edge analysis of all recreation programming, services and facilities shall be conducted by Consultant to develop a comprehensive strategy to allow the County to meet the sports fields, recreational facilities, trails, and recreational program needs of the community. This shall include identification of the types of park and recreation opportunities the community desires, recommended location decisions, and presenting necessary mechanisms for implementation. County staff time will be needed to provide access to information, answer questions, and provide their professional observations and insights.

An examination shall be made by Consultant of what level County recreation needs are now being met, areas where current services may not meet existing standards, and the County's capacity and the facilities needed to meet future needs. These services will overlap with the recommended funding mechanisms identified in a later section of this proposal. Recommendations and strategies offered to the County shall be designed to help ensure consistency with the General Plan. Several factors shall be incorporated within recommendations and strategies presented to the County. These shall include:

- a. Desired outcomes
- b. Do the recommendations provide individual or community wide benefits?
- c. What problems can recreation programs, services and facilities help solve?
- d. Best practices
- e. Current and future trends

b. Determine Desired Outcomes

The desired outcomes of the community and staff for current and future recreation programs, services, and facilities shall be determined by Consultant.

Once this occurs, designing recreation programs, services, and facilities becomes easier and more successful. When determining desired outcomes, questions Consultant shall ask include:

- a. What community problems are the recreation programs, services, and facilities helping solve?
- b. Is there a positive impact on the participant's lives?
- c. Is an individual benefit provided to the participants or is a community wide benefit provided?
- d. What measurements can be undertaken to determine if the desired outcomes are achieved?

The community needs assessment to be conducted as part of the master plan process shall be a significant factor in determining desired outcomes by the community. Desired outcomes of recreation programs, services, and facilities by community members could include:

- a. Preservation of, and access to, outdoor spaces, including space that is minimally developed, in a nearly natural state, including more trails; space with facilities for play (especially related to children), exercise and group sports (for both children and adults)
- b. Preventing youth crime
- c. Facilitating healthy lifestyles
- d. Improving children's academic performance
- e. Supporting independent living for seniors and disabled community members
- f. Attracting and retaining businesses
- g. Protecting the environment
- h. Reducing energy costs

Parks and Recreation and other applicable County staff will be asked to provide needed and important professional observations and experiences related to the desired outcomes of the community and that of staff.

c. Best Practices

There are many methods in providing recreation programs and services. Some are successful, some superficial, and others quite meaningful to the lives of the participants and the vibrancy of a community. Industry best practices shall be part of the analysis of current and future recreation programs, services and facilities, reflected in the recommendations presented to the County. Presented along with the recommended best practices will be tools and strategies for implementation and documentation of success. The recommended strategies could include desired strategic partnerships, professional competencies needing enhancement, and key professional development opportunities.

Deliverables: Results of this phase will be incorporated into the master plan document.

- d. This task will conclude with an analysis and summary of the inventory and general conditions of the parks, trails, and corresponding amenities. The report shall include photos and other findings, including but not limited to, current as well as future operating and lifecycle related costs. A user fee analysis for facilities, programs and services and recommendations for minimizing duplications or enhancing possibilities for collaborative partnerships where appropriate shall also be provided with a "base year" assessment of conditions.

3. Task 3: Community Needs Assessment/Survey:

3.1. Task 3.1: Create Survey

Consultant shall develop a Parks and Recreation Survey to determine if the community believes its current facilities are serving their needs. This survey shall identify perceived efficiencies and deficiencies in the Parks Facility System. Consultant shall use this survey, comparison standards from surveyed counties, and a comparison to Best Practices Recommendations from the National Recreation and Parks Association to determine what is needed in Stanislaus County to serve its current and future park and recreation needs. Existing parks master plan and park related documentation shall be reviewed by Consultant as well to determine past preferences, priorities, demographic shifts, and cultural requirements. All park development recommendations generated throughout this process shall be consistent with the Americans with Disabilities Act and California's State Model Water Efficient Landscape Water Ordinance.

The survey should accurately represent a sampling of the community population, with a return rate sufficient to provide statistically-valid results. This survey shall be used as a baseline to determine needs, desires and willingness to pay for said facilities and programs.

3.1.1. Survey Objectives - The intent of this community based survey shall be to determine general community needs and how current County programs and facilities measure up to those needs. The survey shall be distributed to the community via email, mail, and at community meetings, in order to produce data that can be used to determine community needs. The following are also survey objectives:

- a. Determine current community satisfaction levels, increase exposure to the community, obtain data pertinent to recreation program branding efforts, and identify areas for improvement
- b. Importance/Satisfaction Questions - Importance/Satisfaction based survey questions are an innovative survey strategy used by approximately only 5% of surveys. These questions produce a quantifiable snapshot of importance versus satisfaction. This information can then be used as a gauge to determine under-serviced or unrecognized opportunities, in essence determining where limited resource can make the most impact. After data processing and analysis, items with a score over 10 are solid opportunities to focus attention on. Items with scores over 11 are ranked as high opportunities and should be first priority. Consultant shall use this technique in the survey developed for the County.

3.2. Task 3.2: Distribute Survey

The Consultant shall distribute the survey to the public to solicit input on the existing parks system and associated recreation activities and programs, including but not limited to, the importance/influence of County parks, trails, and recreation activities on daily residential life and the level of tourism in the area.

3.3. Task 3.3: Assess Indications of Survey

The Consultant shall use the findings of the Community Needs Assessment to assess indicators of recreational demand and recommend improvements to the County's park

system. This system-wide assessment shall be used to guide and prioritize the development of the Parks Master Plan.

In order to affirm the findings of the Community Needs Assessment, Consultant shall work closely with County staff to schedule and conduct community meetings and outreach efforts. All meetings and presentation information shall be made available in Spanish as well as English. Consultant's bilingual, in-house staff will be in attendance to translate as necessary. The following important groups (not comprehensive) may be invited to the discussions:

- a. Board of Supervisor and Parks Commission members
- b. Parks Director, Assistant Director, Managers and other key Parks staff members
- c. County CEO's office
- d. County Planning Department
- e. Modesto Chamber of Commerce, and other city chambers of commerce located within the County, as necessary
- f. Tuolumne River Trust
- g. Tuolumne River Regional Park
- h. Cities of Modesto, Ceres, Oakdale, Turlock, Newman, Patterson, & Waterford
- i. PAL / County Sheriff's office
- j. Municipal Advisory Councils (Hickman, Denair, South Modesto, Empire, Keyes, Valley Home, Knights Ferry, & Salida)
- k. Exclusive use groups (California Motorcross Association, Symbiosis, Radio Control Flyers Unlimited)
- l. Utilities associated with facilities (MID / South San Joaquin Irrigation District)
- m. State Agencies - Department of Fish and Game / Division of Boating and Waterways, etc
- n. County Facility Concessionaires
- o. Information should also be made available to the County's website as well as through various social media platforms such as FaceBook.

Consultant shall schedule meetings, prepare audio/visual presentations, provide design for meeting announcements, coordinate online announcements, and assist with set-up at venues for these meetings. Meetings shall be held at different venues throughout the County to accommodate and solicit input from as many in the community as possible. The County shall be responsible for the cost of any hard-copy mailings or post cards and physical delivery of them.

A common mistake during outreach efforts is to overlook the population who is not as involved and vocal. Consultant shall be cognizant of this group and know that their input is as valuable as the rest of the community. By providing a variety of methods to submit input and by using several methods of outreach, this group of the community shall be able to participate without having to attend planned community or County meetings. (This can be accomplished through online surveys, website posts, social media, and hard copy materials.)

The Consultant shall use modern tools to engage the groups that participate in meetings through an online tool, Polleverywhere.com. The team uses this tool at public outreach events to solicit input from people who typically are not very vocal and or hesitant to speak out in a group setting. The system is interactive, real-time and can be projected on a screen or wall so everyone in the room can see exactly what the group's preferences are. In addition, this format tends to help meeting atmospheres to be more upbeat and enjoyable.

Deliverables: Results of this phase shall be incorporated into the master plan document/meeting agendas and minutes (Up to 6 meetings)/Survey results.

4. Task 4: Rank and Prioritize Demand and Opportunities:

4.1. Task 4.1: Develop a set of prioritized recommendations

Consultant shall prioritize recommendations for needs regarding land acquisition, the development of parks, trails, open space and recreation facilities, based on previous findings and develop a set of prioritized recommendations for maintenance and renovation of parks, trails and recreation facilities.

4.2. Task 4.2: Group recommendations into annual budgets

The plan shall describe priorities that are scalable to annual budget limitations.

5. Task 5: Recommended Capital Improvements and Funding Sources

Consultant shall identify capital improvement recommendations based on findings and shall list potential funding sources that may be available to fund specific short-term and long-term projects. These sources shall consider at a minimum the following:

- a. Various state and federal grants, including matching requirements and eligible uses.
- b. Local funding, including park impact fees and various transportation and air quality grants.
- c. Community Benefit Districts or other similar types of financing structures.
- d. Stanislaus County's Public Facilities Fees (PFF) program and others.

5.1. Task 5.1: Prepare CIP and Funding Recommendations

Funding Sources:

A variety of funding mechanisms shall be offered by Consultant. An analysis of park and recreation fees, reservation fees, and service charges shall be conducted. This analysis shall be compared and contrasted with the community needs assessment developed through the master plan process, comparative agencies, and best practices. Cutting edge strategies shall be analyzed for recommendation including those regarding non-resident fees, percentage splits with contract instructors, use of waivers, differential pricing, and customer service. A prism of individual, community, or partial community benefits provided by the program or service shall be a helpful tool in determining appropriate fees. Fee adjustments shall also be examined for potential impact on increasing economic development in the County. County staff time will be needed to provide access to information, answer questions, and provide their professional observations and insights. An innovative approach to developing and maintaining quality recreational programs and facilities by utilizing private sector assistance in partnership with local communities shall be presented. This approach is designed to provide programs, services, and facilities without significantly increasing, or even reducing, General Fund budget support. Recommendations shall include potential for significant private sector funding and suggested action steps. An inventory and assessment of all existing parks, facilities, and strategic programs within the system shall be conducted to determine the potential for private sector funding and suggested action steps. The Alternative Fund Development Program has many components including:

- a. Establishment of a Parks and Recreation Foundation.

- b. Memorandum of Understanding (MOU) between the County and the Parks and Recreation Foundation.
- c. County Board approved Legacy Naming and Corporate Naming policies.
- d. Presentation Sponsorships allowing the County to retain a historical or otherwise significant name of a property while allowing a company or organization to provide name recognition associated with the venue.
- e. Corporate Program Sponsorships strategy.
- f. Cellular antennae lease strategies on existing Parks and Recreation structures.
- g. Exclusive Vendor/Official Sponsor contracts.
- h. Sale or lease of non-contributing remnant parcels of land.
- i. A "Wall of Fame" to allow for recognition of individuals who have given personal time and sacrificed for the betterment of the community.

An analysis of current Quimby Act policies and ordinances shall be conducted by Consultant and applicable recommendations provided. The analysis shall look to see if the County is maximizing its revenue and resource opportunities, reflective of community needs. Close attention shall be paid to potential dedications of land requirements to help ensure dedications are usable to the community and sustainable by the County. This analysis shall be compared and contrasted with the community needs assessment, comparative agencies and best practices and shall be reflected in the recommendations.

An analysis shall be conducted to ensure that a rational nexus exists between future development, the use and need of future facilities and the amount of the development impact fee assigned to future land uses. This analysis also shall be compared and contrasted with the community needs assessment, comparative agencies, and best practices and will be reflected in any recommendations.

Deliverables: Results of this phase shall be incorporated into the master plan document.

6. Task 6: Action Plan:

Using data collected the Consultant shall develop an action plan which includes strategies, priorities and an analysis of budget support, funding mechanisms for the short term, mid-term and long term for the park system, open space, trails and recreation programs and services.

6.1. Task 6.1: Prepare Recommendations (staffing, maintenance, programming)

- a. Analyze information collected on participation, needs, desires, operations, programming, land use trends, and make recommendations.
- b. Identify areas of service shortfalls and projected impact of future trends.
- c. Develop recommendations for operations, staffing, maintenance, programming and funding needs.
- d. Provide a clear plan for development of programming based on current park standards and citizen demand analysis.

6.2. Task 6.2: Acquisition and Development Program

- a. Develop a definitive program for the acquisition and development of parkland, recreational facilities, open space and trails.
- b. Identify opportunities for available funding and acquisition alternatives.
- c. Identify short and long term projects that are planned for development.

6.3. Task 6.3: Projected Maintenance Costs

- a. Project the anticipated costs for park maintenance and administration of facilities for the future.

7. Task 7: Programmatic Environmental Impact Report (EIR)

The Master Plan shall be accompanied by a programmatic EIR, which shall establish some baseline assumptions and evaluations for the various park projects identified in the plan. Consultant shall prepare a programmatic EIR, which shall be consistent with the adopted General Plan's EIR, including the chapter relating to park standards and policies based on the current Parks Master Plan.

- a. The EIR shall evaluate and disclose the significant environmental impacts associated with implementation of the Parks Master Plan.
- b. Consultant shall ensure the EIR is prepared in accordance with California Quality Environmental Act (CEQA), California Resources Code Section 21000 et seq., and the State CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3).
- c. The EIR shall discuss the existing physical and regulatory setting, describe the plans and examine the plan's potential to result in significant effects on the physical environment.
- d. The EIR shall propose mitigation measures, where feasible, to minimize or otherwise avoid significant environmental impacts and review two alternatives to the plans.
- e. The purpose of the EIR shall be to inform the County, representatives of other affected/responsible agencies, the public, and other interested parties of the potential environmental effects that may be associated with the Master Plan.
- f. In accordance with State CEQA Guidelines Section 15146, the Master Plan impacts shall be analyzed on a general scale, in keeping with the broad level of detail found in the Master Plan.
- g. Consultant shall be responsible for providing an initial Draft EIR to the County for review, a revised Draft EIR for public release (to include any revisions required by the County), and a Final EIR (to include responses to all comments received during the Draft EIR review and comment period). Draft EIR shall be provided in either PDF or Microsoft Word format.
- h. Consultant shall provide two (2) hardcopies and one (1) digital copy (in PDF format) of the Final EIR.
- i. Consultant shall be responsible for completing all required noticing and circulation of the Notice of Preparation and Draft EIR, attending any public review, and comment meetings, and any appeal hearings, which may challenge the adequacy of the EIR.

7.1. Introduction

County and Consultant shall update the County's existing Parks Master Plan (PMP). The PMP shall assess the need for park facilities over the planning period, update existing park land and facility design standards, specify needed improvements at existing County park and recreation facilities, identify new park facilities to be developed during the planning period and describe means for financing and implementation of the Plan. The County Department of Parks and Recreation, which will be the project and CEQA Lead Agency, has determined that a Program PEIR (PEIR) will need to be prepared prior to adoption of the PMP. Substantial environmental setting and impact analysis resources are available in the existing PMP and its associated CEQA document, the County's recently-adopted General Plan and General Plan PEIR, the proposed PMP and other planning and engineering documents. It is anticipated that these documents will provide sufficient background data to support the analysis of PMP environmental impacts.

The PEIR process shall include preparation and circulation of the Notice of Preparation, Draft PEIR, Notices of Completion and Availability, Final PEIR and responses to comments, preparation of CEQA findings and a Mitigation Monitoring/Reporting Plan.

New environmental technical studies are not proposed. Consultant's subcontractor, BaseCamp ("subcontractor"), shall assist the Consultant in completing the PEIR process for the PMP. The PEIR shall meet all of the relevant requirements of CEQA and the CEQA Guidelines. While programmatic, the PEIR shall provide sufficient analysis and mitigation to assist or complete CEQA analysis of subsequent park improvement projects. Consultant shall be responsible for working with their subcontractor to direct and coordinate all aspects of the CEQA process in close coordination with County staff.

7.2. Work Plan

- 7.2.1. Task 7.1: Project Initiation, Management and Coordination - Consultant shall work with their Subcontractor to coordinate with County staff throughout the PEIR process. Consultant shall coordinate with their subcontractor to participate in County/planner coordinating meetings in Modesto; for the purposes of budgeting three (3) meetings are assumed. Consultant shall coordinate with their subcontractor to report on the status of CEQA documents and the CEQA process, participate in discussion of the PMP direction and content, collect information, provide relevant environmental information needed by the planning team, identify potential significant environmental effects that require mitigation, and identify and discuss potential mitigation measures and alternatives.
- 7.2.2. Task 7.2: Scoping and Public Involvement - Consultant shall work with their Subcontractor to coordinate with County staff scheduling of PMP public meetings so that public meetings can double as PEIR scoping or Draft PEIR comment meetings. Consultant shall coordinate with their subcontractor to discuss the CEQA effort and participate in an assumed two (2) public involvement meetings. Consultant shall coordinate with their subcontractor to prepare a written record of CEQA-related issues discussed. Consultant shall coordinate with their subcontractor to prepare a Notice of Preparation (NOP) for the PMP describing the proposed project and the potential environmental issues that will be addressed in the PEIR. A draft NOP will be prepared and submitted electronically for County review. The NOP will be revised and re-submitted to the County for reproduction and distribution. Consultant shall coordinate with their subcontractor to prepare required notices, coordinate the distribution and document the process. Consultant can coordinate with their subcontractor to handle NOP distribution if requested.
- 7.2.3. Task 7.3: Prepare Draft PEIR - Upon initiation, Consultant shall coordinate with their subcontractor to compile Environmental Setting information in each of the environmental disciplines addressed in the PEIR. This information will be collected from existing available sources including the existing PMP and its associated CEQA document, the County's recently-adopted General Plan and General Plan PEIR, the proposed PMP and other planning and engineering documents. As soon as the County believes that the PMP is sufficiently defined to permit environmental analysis to begin, Consultant shall coordinate with their subcontractor to prepare a Project Description that will serve as the basis for analysis of the PEIR. The Project Description shall describe potential changes in land use, park facility improvements and development and other elements of the PMP that may generate, or mitigate, significant environmental effects. The Project Description shall include the purpose and objectives of the PMP, the location of potential changes associated with the Plan, permits and approvals required, County-proposed mitigation plans, and project phasing, financing, and other relevant information. The Project Description shall be illustrated primarily with PMP drawings obtained electronically from Consultant. Using Environmental Setting information and the Project Description, Consultant shall

coordinate with their subcontractor to prepare an administrative review draft of the PEIR (APEIR) for review by the County. The APEIR shall be submitted electronically, with hard copies to be provided at the cost of reproduction. The APEIR shall include the following chapters:

- a. Introduction
- b. Summary
- c. Project Description
- d. Aesthetics
- e. Agricultural/Forestry Resources
- f. Air Quality
- g. Biological Resources
- h. Cultural Resources
- i. Geology and Soils
- j. Greenhouse Gases
- k. Hazards and Hazardous Materials
- l. Land Use and Planning
- m. Noise
- n. Population and Housing
- o. Public Services
- p. Transportation
- q. Utilities and Services
- r. Cumulative Impacts
- s. Alternatives to the Proposed Project
- t. Growth Inducing Impacts
- u. Significant Irreversible Environmental Changes

Potential environmental effects in each of the technical disciplines shall be analyzed on the basis of Environmental Setting data and "significance thresholds" defined using the CEQA Guidelines and other applicable state, local or other regulations and standards. The analysis shall be largely programmatic in nature, focusing on categories of potential environmental impact associated with the various physical actions involved in implementing the PMP and how impacts can be mitigated as park improvement projects are processed by the County. Where potential impacts cannot be properly defined, additional CEQA review may need to be completed prior to project approval. The impact analysis shall consider relevant interactive, cumulative, and indirect effects. The analysis shall include consideration of growth-inducing impacts of the proposed project, irreversible environmental changes, and other subjects required by CEQA. Where the APEIR identifies potentially significant environmental impacts, Consultant shall coordinate with their subcontractor to identify and describe feasible mitigation measures that could avoid, substantially reduce, or minimize these effects. In conjunction with the programmatic nature of the PEIR, mitigation measures shall focus on action to be taken and/or performance standards to be met during the review of subsequent improvement projects.

The description shall identify the impact to be mitigated, the nature and effectiveness of the mitigation, and the level to which the environmental impact would be reduced. The APEIR shall include an analysis of the potential environmental effects of reasonable alternatives to the project that could fulfill its objectives while minimizing impacts on the environment, based on the CEQA Guidelines. Alternatives to be analyzed are expected to include No Project, a Reduced Improvements alternative, and a third alternative to be defined in consultation with County staff as the park planning and environmental review process proceeds. The APEIR shall include an analysis of cumulative impacts

primarily on the basis of the summary of growth projections contained in the adopted Stanislaus County General Plan. Cumulative impacts shall be analyzed in each of the technical disciplines addressed in the PEIR.

Each chapter of the PEIR shall identify source documents, persons and internet sites consulted. Technical information shall be compiled and stored throughout the preparation of the PEIR. Relevant technical reports and other data shall be incorporated into appendices, as required. Consultant shall coordinate with their subcontractor to discuss County and Consultant comments on the APEIR and revise the PEIR in accordance with these comments. If needed, a second APEIR shall be submitted for additional staff review in electronic or hard copy form as requested. Following conclusion of County and Consultant review of the second APEIR, Consultant shall coordinate with their subcontractor to revise and submit an electronic screen check copy to the County approval for publication and public review.

- 7.2.4. Task 7.4: Draft PEIR Reproduction and Distribution - Consultant shall be responsible for coordinating with their subcontractor to direct, complete and document the distribution of the Public Review Draft PEIR and shall discuss the available publication options with the County. It is anticipated that public review copies can largely be provided electronically with fifteen (15) summaries and CDs provided to the State Clearinghouse and a limited number of hard copies available for purchase at the County offices. Hard copies and CDs will be provided at cost. Consultant shall coordinate with their subcontractor to provide a complete electronic copy of the PEIR to the County for posting on the County's web site. Consultant shall coordinate with their subcontractor to reproduce and deliver hard copies of the PEIR to the County for distribution to staff, decision-makers and the public as requested. Consultant shall coordinate with their subcontractor to arrange delivery of required copies to the State Clearinghouse for distribution to State Agencies. Consultant shall coordinate with their subcontractor to prepare all notices associated with the public review process, including a Notice of Availability for publication in the local Newspaper of General Circulation and the Notice of Completion to accompany the State Clearinghouse submittal.
- 7.2.5. Task 7.5: Final PEIR, Findings, Mitigation Monitoring/Reporting Plan - Following the public review period, Consultant shall coordinate with their subcontractor to prepare an addendum-style Administrative Final PEIR (AFPEIR) incorporating the Public Review Draft PEIR by reference and including errata pages identifying any necessary changes to the Draft PEIR dictated by comments or responses to comments. The AFPEIR shall include a list of commenters and draft County responses to comments received on the Draft PEIR. The AFPEIR shall be submitted for County review in electronic form. After review, the FEIR shall then be revised to the specifications of the County and duplicated. The electronic FEIR and requested hard copies shall be delivered to the County. Consultant shall coordinate with their subcontractor to prepare a draft set of findings of fact meeting the criteria established in CEQA Guidelines Section 15091-3, in a form acceptable to the County. If the project involves one or more significant impacts that cannot be avoided, a Statement of Overriding Considerations shall be prepared. The findings document shall include a Mitigation Monitoring/Reporting Program.
- 7.2.6. Task 7.6: Final Action - Consultant shall coordinate with their subcontractor to attend a Parks and Recreation Commission and Board of Supervisors meeting related to the project to present and discuss the PEIR and answer questions.

The proposed budget includes an allowance for attendance and participation in two public meetings by the subcontractor's principal. Attendance at additional public meetings shall be on an extra services basis.

Upon certification of the PEIR and approval of the PMP, Consultant shall coordinate with their subcontractor to prepare the Notice of Determination for review and approval by County staff. If desired, Consultant shall coordinate with their subcontractor to file the NOD with the County Clerk; however, NOD and California Department of Fish and Wildlife filing fees will be provided by the County.

Deliverables: Two hard copies and a digital copy of the Draft and Final EIR.

8. Task 8: Draft Parks Master Plan Update

The ultimate goal of this task shall be to provide the County with one concise document for parks and recreation planning that sets forth findings, management policies, and programming and recommendations to address current and future needs. The updated information provided for this task shall also be used in updating other County planning efforts, thereby providing for consistency in the County's overall parks and recreation planning.

The Consultant shall, in consultation with County staff, prepare a preliminary Updated Parks Master Plan incorporating the results of the Data Collection/Facilities Report, the Community Needs Assessment, Prioritized Recommendations, Analysis of Programs and Services, the Capital and Funding Assessment, and the Action Plan. The report shall be formatted to facilitate updates/additions in the likely case a phased approach is taken for park development.

8.1. Task 8.1: Master Plan Prep

A draft and final master plan shall be prepared, based on research and community outreach, for the County that shall incorporate the following items:

- a. Written goals, plans, objectives and policy statements that articulate a clear vision or "road map," and model for the Community Services Department's future.
- b. A summary of existing conditions, inventories and Level of Service analysis.
- c. Proposed recommendations, strategies and actions to meet the identified needs, based on the Data Collection/Facilities Report and Community Needs Assessment.
- d. Individual preliminary park capital plans, including graphics and other illustrative materials that convey to County leaders and the public the proposed recommendations.
- e. Charts, graphs, maps and other data as needed to support the plan and its presentation to the appropriate audiences.
- f. A Financial Plan.
- g. An Action Plan.
- h. Recommended Capital Improvements and Funding Sources: cost estimate needed to support the proposed plan and the possible public and private funding sources.
- i. Proposed implementation schedule and methods of implementation.
- j. Identified federal, state and local regulatory requirements, permits and approvals.
- k. Proposed alternative managerial and operational structure.

Draft and final documents shall be produced in Adobe desktop publishing software and shall be provided to the County in print ready digital PDF format for reproduction. Draft submittals shall be made at the 50%, 90% and 100% levels. A final draft and final documents shall be submitted following all draft documents.

8.2. Task 8.2: Design Guidelines

Design standards/guidelines shall be used to establish aesthetic standards for improvements in County parks and provide a unified look for the parks and trails system.

The design guidelines may include:

- a. Architectural styles and details, way-finding and park signs.
- b. Type of recreational facilities and programming (e.g. sports facilities, water features, picnic pavilions).
- c. Type of benches, lighting, planters, bicycle racks, trash receptacles and other landscape amenities.
- d. Types of plantings – i.e. trees, shrubs, flowering plants or groundcover, native plants, or plants that have proven to be non-invasive
- e. Type of irrigation systems and controllers.

Deliverables:

- a. 50%, 90% and 100% draft Parks and Recreation Master Plan (4 hard copies/1 electronic).
- b. Final Parks and Recreation Master Plan (10 hard copies/2 electronic word/excel/pdf/autocad).

9. Task 9: Presentation of the Draft Parks Master Plan Update:

Consultant shall conduct a second series of county-wide public information meetings to present the results of this project and a Draft Updated Parks Master Plan to the community.

- 9.1. Task 9.1: Presentation Boards and PP Prep - The materials will include a new PowerPoint presentation and graphic presentation boards for residents to review before and after the presentation. Information should also be made available to the County's website as well as through various social media platforms such as FaceBook.

10. Task 10: Final Draft Parks Master Plan Update

Consultant shall conduct a meeting with necessary County representatives to present a draft Updated Parks Master Plan. Attendees may include Parks Commission Members, Board of Supervisors, CEO office representatives, Planning Department representatives, Parks Department representatives, etc. Consultant shall verify with the Project Manager who should be included in the meeting.

- 10.1. Task 10.1: Revise and Finalize MP - Based on comments received at that time, the Consultant shall finalize the Updated Parks Master Plan, including the estimated cost of probable operating, maintenance, construction and lifecycle costs for each short and long-term recommendation.

11. Task 11: Presentation and Adoption of Parks Master Plan Update

- 11.1. Task 11.1: Preparation of Presentation Materials - Consultant shall make two formal presentations requesting acceptance and adoption of the Plan. One meeting shall be to the Stanislaus County Board of Supervisors, and the second meeting shall be to the Stanislaus County Parks and Recreation Commission.

12. Task 12: Development of Final Plans and Supporting Materials

- 12.1. Task 12.1: Preparation of Final Plans

- a. A color version of the draft Master Plan document consisting of one (1) printed and bound color copy and an electronic copy in a format compatible with the County's software.
- b. A color version of the final Master Plan document consisting of one (1) printed and bound color copy and an electronic copy in a format compatible with the County's software.
- c. One (1) digital copy of each Draft EIR (in PDF or Word format)
- d. Two (2) hardcopies and one (1) digital copy (in PDF format) of the Final EIR.
- e. Written reports and summaries of the results of all public meetings and meetings with County representatives

13. Task 13: Meetings

The County anticipates that at a minimum, the following types of meetings will be needed:

13.1. Task 13.1: Kick off Meeting

Consultant shall hold a meeting with staff during which Consultant's proprietary client communication program is started and project parameters and details are discussed. The following typical items shall be discussed:

- a. Introduction of staff to the design consulting team
- b. Review objectives of the project
- c. Review scope of services
- d. Confirm project scope
- e. Collect and discuss available data and published material
- f. Establish meeting and presentation schedule
- g. Establish communication channels with all parties involved
- h. Review and list all applicable design and planning standards
- i. Coordinate requirements with local governing departments and agencies
- j. Determine stakeholders
- k. Design review frequencies and specific requests
- l. Clarify roles and responsibilities of all parties.

The County shall assign representatives from various County departments who will be part of the Parks Master Plan project team.

13.2. Meetings are a crucial communication component for this project between County staff, stakeholders and the public. The following meetings shall be held:

- a. Task 13.2: Draft MP Presentations (1)
Consultant shall conduct one (1) meeting with the County Board of Supervisors, Parks Commission, and County representatives to present the draft Master Plan.
- b. Task 13.3: Adopt MP Meetings (2)
Consultant shall conduct two (2) meetings to present and adopt the Master Plan: one (1) with the Board of Supervisors and one (1) with the Parks and Recreation Commission.
- c. Task 13.4: Community Needs and Assessment Meetings (5)
Consultant shall conduct one (1) meeting per County District, for a minimum of five (5) meetings.
- d. Task 13.5: Community Presentation of Draft MP (5)

Consultant shall conduct one (1) meeting per County District, for a minimum of five (5) meetings.

- e. Task 13.6: Stakeholder Meetings/Interviews (5)
Consultant shall conduct up to five (5) various public community meetings, focus groups and individual stakeholder interviews, as necessary.
- f. Task 13.7: EIR Meetings
Consultant shall conduct up to four (4) Public Review and comment meeting for the Draft EIR.
- g. Task 13.8: TRRP Meetings (2)
Consultant shall conduct two (2) meetings with the TRRP.
- h. Task 13.9: Progress Meetings/ Phone Conference
Reporting: The consultant and the County's Project Manager shall hold progress meetings as often as necessary. Consultant has budgeted twelve (12) Progress Meetings/conference calls for this project. The consultant shall supply the County's Project Manager with at least one (1) copy of all completed or partially completed reports, studies, forecasts, maps or plans as deemed necessary by the County Project Manager at least three (3) working days prior to the progress meeting. The County's Project Manager shall schedule the meetings, as necessary.

Deliverables: Agendas and minutes will be incorporated into the master plan appendix.

14. Project Management

- 14.1. The Consultant's Project Manager assigned to this project shall be responsible for the overall management of the project and shall be dedicated to the overall contract management, including development of schedules, budgets, staffing, billing, and coordination of sub-consultants. Ultimately, the Consultant shall be responsible for completing all Project tasks in a timely fashion and to diligently follow the anticipated schedule set forth for this Project.
- 14.2. Consultant agrees that so long as the Consultant's Project Manager assigned to this project is an active employee of the Consultant, the Project Manager shall be Project Manager for all work agreed to under this Agreement. If the Consultant's Project Manager is removed by the Consultant while still an active employee of the Consultant without County's approval, the County shall assess as damages a penalty of \$10,000. The penalty assessed by County may be deducted from current billing due to the Consultant.
- 14.3. However, notwithstanding the foregoing, the Consultant's Project Manager is an at-will employee of the Consultant, and nothing in this paragraph shall cause or require the Consultant to be penalized in the event of termination of said at-will employment relationship. Consultant will be allowed to substitute their Project Manager or Construction quality Assurance Monitor without penalty, subject to County's written approval and with the understanding that there will be a training period provided at no additional expense to County, upon a 30-day written notice to County. County reserves the right to interview any replacement for the Consultant's Project Manager and to approve or reject that individual.
- 14.4. Any individual above the Consultant's Project Manager or not in the actual and direct performance of the work shall be considered in the overhead markup and shall not invoice their time against County projects.

- 14.5. County reserves the right to have the Consultant remove and replace the Project Manager or any consultant or sub-consultant staff from the project for cause.
- 14.6. Substitutions of key staff shall be made only with the approval of the County. Consultant shall notify the County in writing of any key staff changes and include the new staff member's resume which demonstrates why the new staff member is qualified to perform work on this Project.
- 14.7. Consultant may not hire any County Parks or DER staff during the course of this work or for a period of up to one year from the completion of this contract.

15. Project Schedule:

At the beginning of the Project, the Consultant shall prepare a project schedule clearly showing the various work tasks and the estimated time required for completion of each phase.

- 15.1. The schedule shall show how the various tasks and activities relate to each other in terms of interdependence to allow determining a critical path. The progress schedule shall indicate major milestones and other items critical to complete the Project. The Consultant shall use Microsoft Project or compatible software approved by the County, in preparing the schedule showing work tasks, phases, durations, milestones, assignments, critical path, and other relevant data.
- 15.2. The Consultant shall update the Project Schedule throughout the course of the Project and shall show both the original schedule and the current actual schedule achieved so that relative progress may be compared to the original baseline schedule.
- 15.3. The Consultant shall review the progress schedule to identify any potential scheduling problems and shall take steps to maintain the Project Schedule if a delay is anticipated or occurs. The Project Schedule shall be immediately revised by the Consultant should it become apparent that a task or milestone has not or will not be achieved. The County shall expect the Consultant to take active measures to place the work effort back on schedule if a delay is expected or occurs.
- 15.4. The Consultant shall notify the County Project Manager immediately of any problems having an impact on either the project schedule or budget or with the development of the Master Plan.
- 15.5. Consultant shall provide the design team and Client with an updated schedule showing all internal and external deadlines, milestones, and expectations. This schedule shall clearly outline when Consultant's subcontractors are to submit to Consultant, when the County can expect submittals, and shows estimated County review times.

16. Version Control Procedures

- 16.1. Quality Control: The Consultant shall be solely responsible for the accuracy and completeness of all data contained in memoranda, working papers, and reports. The County or designated representative will exercise review and approval functions at key points and milestones during the Project and shall review the Consultants' project status reports and conduct meetings with the Consultant.

The Consultant shall implement and maintain quality control procedures during the preparation of memoranda, working papers, and reports for the Project. The quality control procedures shall be in effect during the entire time work is being performed for

the Project. The quality control procedures shall establish a process whereby any calculations are independently checked, and all Project related memoranda, working papers, and reports are routed and received by the affected persons and then bound in appropriate files. All work products submitted to the County for review are required to be marked clearly as fully checked and that the preparation of the material followed the established quality control procedures.

- 16.2. During the kick-off meeting the Consultant shall walk County staff through the Client Communication Program which has been developed as a tool to streamline the process of correspondence, reviews, and submittals between consultant and client. During this process County staff's work flow will be discussed and the most appropriate form of document review shall be determined. This may include the use of track changes in Word, the use of note functions in PDF, or hand written review copies scanned and named clearly. Consultant also uses a naming convention for all files that includes a date of generation and specifics of the file purpose. This maintains a clear and understandable tracking of files so confusion is avoided and old files are easily recognizable.

17. Miscellaneous:

- i. Written text-based products, such as reports, shall be in MS Word with header and footer as directed by the County to coordinate with other documents.
- b. Consultant shall develop and manage the tools necessary to collect community input and data.
- c. Consultant shall incorporate available 2010 U.S. Census data as it pertains to municipality.
- d. Consultant shall articulate themes identified through the data-gathering process into goals and strategies.
- e. Other work items as necessary.

D. AGREEMENT PERIOD

This Agreement shall commence upon the signing of this Agreement and continue until **April 1, 2018**, or until the work required herein is completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

E. COMPENSATION

1. Invoicing

The following are guidelines regarding invoicing procedures:

- 1.1. Invoicing for personnel above the rate of Project Manager is not permitted and is considered an overhead cost to the Consultant, unless expressly requested by County.
- 1.2. Overhead staff (i.e., clerical staff) is non-billable, unless a project requires a large amount of clerical time. Where clerical billing is requested, Proposer shall provide in their proposal a detailed justification (e.g. scope of work) and budget estimate that demonstrates why clerical billing is needed.
- 1.3. Accounting time associated with preparing Invoices, Work in Progress (WIP) and Accounts Receivable (AR) reports, and other necessary tasks, is non-billable.
- 1.4. Administrative assistance will be non-billable unless a project requires a large amount of administrative time. Where administrative assistance is requested, Proposer shall

provide in their proposal a detailed justification (e.g. scope of work) and budget estimate that demonstrates why administrative assistance is needed.

- 1.5. Meetings held between County staff and Consultant's staff to discuss Consultant's non-performance or lack thereof shall not be billable to the County.
- 1.6. If any personnel working on this contract are promoted, their billing rate will remain the same as indicated on the approved schedule of rates submitted with the initial contract or addendum thereafter.
- 1.7. The Consultant awarded the Agreement shall bill all active work orders on a monthly basis and shall provide a billing summary sheet of all work orders as an attachment. Each work order invoice shall include a brief description of the work completed to support the amount being invoiced.
- 1.8. The Consultant shall be compensated for the services provided under this Agreement as follows:

- 1.8.1. Consultant shall be compensated for the completion of the fixed fee portions of the services described in this scope of work, and the not to exceed amounts for each task as Consultant sets forth in their Proposal response. The not to exceed lump sum amounts for each task are comprised of the hourly billable rates that Consultant sets forth in their Proposal response. In addition to the aforementioned fees, Consultant shall be reimbursed for the following expenses, plus any expenses agreed to by the parties as set forth in Consultant's Proposal response, that are reasonable, necessary and actually incurred by the Consultant in connection with the services:

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Consultant;
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs, online survey services; and
- (c) Travel expenses shall be reimbursed in accordance with the County's travel policy, which is incorporated herein by reference.

- 1.8.2. Fees plus reimbursable expenses shall not exceed the amounts Consultant sets forth in their Proposal response and a copy of the original invoice for the items listed in a, b or c above shall be attached to the invoice submitted to the County for reimbursement. Payments shall be based upon work documents submitted by the Consultant to the County and accepted by the County, as being satisfactory to County's needs, not work in process. The County shall not pay a markup on any of the above items listed in a, b or c or any item County identifies during contract negotiation. Items such a telephone, fax, postage or freight are already included in the billable hourly rate.

The County may retain ten percent (10%) of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks and County shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily.

- 1.8.3. INVOICE REMIT TO:

The terms of payment are Net 30 days after approval of invoices.

Consultant shall submit a detailed invoice for work actually completed. The invoice is to include but not be limited to the following information: hours worked

by Consultant's Staff, the title of the Staff, billable rate, actual copies of equipment rental invoices, detailed information on equipment being rented, and reimbursable items that are reasonable, necessary and actually incurred by the Consultant in connection with the services. All invoices including reimbursable items shall have appropriate back up documents (i.e. copies of receipts) attached to the invoices. No mark-up is allowed on reimbursable items and travel reimbursement and copies of all receipts must accompany the invoice. Consultant shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears, on a time and materials basis not to exceed the per task totals for work performed and services provided.

Invoices shall be mailed or delivered to the County department indicated below. The remit address is:

Stanislaus County
Department of Environmental Resources
Attention: Merry Mayhew
3800 Cornucopia Way, Suite C
Modesto, CA 95358

F. REPRESENTATIVES

The County's representative will be assigned at the time the contract is executed for this project.

G. PROTECTION OF EXISTING FACILITIES

Consultant shall take every precaution to protect all public and private property during the performance of this Agreement. Any damages caused by Consultant's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Consultant.

H. PROJECT WORK EFFORT

The Consultant shall perform services and provide staff adequate to meet the anticipated workload for the project.

I. EXPERTISE

The Consultant shall provide through their own staff or by the use of designated sub-consultants, expertise in all areas defined within the RFP, including specialty areas such as in the development of comprehensive Master Plans for other municipalities. The Consultant shall utilize sub-consultants identified in their proposal with the expertise in all areas as defined in the RFP. On occasion, the Consultant may need to hire specialty sub-consultants not previously identified in their proposal. In either case, County reserves the right to approve the use of sub-consultant firms proposed for specialty work. Consultant shall notify the County in writing of any sub-consultants working on the Project that were not previously identified in their proposal and include the sub-consultant's resume which demonstrates why the sub-consultant is qualified to perform work on this project.

J. SAFETY REQUIREMENTS

All services and merchandise must comply with current California State Division of Industrial Safety Orders and OSHA.

K. WORK SCHEDULE

Consultant is obligated to perform in a timely manner the services and work provided for under this Agreement and the County hereby gives the Consultant notice to proceed with the work as of the

effective date of this Agreement. It is understood by Consultant that the performance of these services and work shall require the Consultant to perform the services and work in conformance with a work schedule agreed to by the parties in Exhibit C attached hereto and made a part of this Agreement.

L. SITE AVAILABILITY

Consultant may require access to certain County buildings, property or parks which have limited or restricted access. In the event this is the case, Consultant shall coordinate site access with the County representative.

M. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

EXHIBIT B

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Consultant or the Consultant's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage

Consultants may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Reporting: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employee's, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the County.**

Waiver of Subrogation

Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

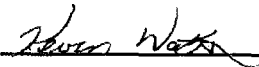
The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors. Consultant's obligation to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Consultant to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

APPROVED AS TO INSURANCE CONTENT:

Stanislaus County

Chief Executive Office – Risk Management Division

By: 

Name: Kevin Watson

Title: Liability & Insurance Manager

Date: 02/17/2017

Vendor: O'Dell Engineering

**EXHIBIT C
CONSULTANTS FEE SCHEDULE**

1. PRICE SCHEDULE:

The Consultant shall provide all the supervision, labor, equipment, materials and tools necessary to perform the services identified in Exhibit A – Scope of Work and in accordance with the rate schedule below. The below fee schedule is in effect through the end of this Agreement.

2. HOURLY BILLABLE RATES

2.1. The Consultant shall be compensated on a time and material basis based on the hourly rates, and the not to exceed amounts for each task as set forth below. The following hourly billable rates include: labor, benefits, taxes, overhead/general & administrative (G&A), profit, and ancillary charges such as copies, faxes, telephones, postage, paper clips, binders, company cars, fuel, insurance, vehicle or equipment maintenance, cellular phone charges, computer charges (CADD, word-processing, mapping), etc.

CLASSIFICATION	HOURLY RATE
Principal	\$200
Senior Civil Engineer	\$179
Senior Engineer 2	\$168
Senior Engineer 1	\$158
Engineer 2	\$147
Engineer 1	\$137
Assistant Engineer 2	\$121
Assistant Engineer 1	\$100
Senior Landscape Architect	\$147
Landscape Architect 2	\$131
Landscape Architect 1	\$121
Landscape Designer 2	\$110
Landscape Designer 1	\$100
Planner	\$147
Assistant Planner	\$121
Utility Engineer	\$147
CADD Operator 2	\$89
CADD Operator 1	\$74
Senior Land Surveyor	\$160
Senior Surveyor 2	\$140
Senior Surveyor 1	\$130
Surveyor 2	\$120
Surveyor 1	\$110
Assistant Surveyor 2	\$100
Assistant Surveyor 1	\$80
Survey Crew 2-man/1-man	\$230/\$160
Survey Crew 2-man/1-man (prevailing wage)	\$270/\$180
Administrative	\$80
Expert Witness	\$300

3. OTHER SERVICES

TITLE/DESCRIPTION	RATE
Cost of services and expenses charged to Consultant by outside consultants, professional or technical firms engaged in connection with the project	Actual Cost plus 10%
Reproduction Costs and services charged to Consultant by outside commercial printers engaged in connection with the project	Actual Cost plus 10%
Travel: Mileage, per diem, and subsistence shall not be charged to the County unless specific prior authorization is negotiated between County	Actual Cost Per County Travel Policy.

4. PROJECT PRICE

The below project pricing is devised to allow the County the ability to identify costs associated with the frequency of tasks performed in a given calendar year. The Consultant shall be compensated based on a fixed, lump sum fee to perform the work associated with each task, not to exceed the amounts listed below. Maximum Total Task Price includes fees, travel expenses and reimbursable expenses that are reasonable, necessary and actually incurred by the Consultant in connection with the services. Travel expenses shall be reimbursed in accordance with the County's travel policy.

3.1 A Summary breakdown of the Project fees is as follows

TASK	TASK DESCRIPTION	TOTAL TASK PRICE
1	Public Process	\$13,280
2	Data Collection/Facilities Report: Evaluation of Current Conditions	\$88,434
3	Community Needs Assessment/Survey	\$15,212
4	Rank and Prioritize Demand and Opportunities	\$15,502
5	Recommended Capital Improvements and Funding Sources	\$12,770
6	Action Plan	\$34,820
7	Programmatic Environmental Impact Report (EIR)	\$102,816
8	Draft Parks Master Plan Update	\$39,786
9	Presentation of the Draft Parks Master Plan Update	\$2,728
10	Final Draft Parks Master Plan Update	\$15,242
11	Presentation and Adoption of Parks Master Plan Update	\$2,728
12	Development of Final Plans and Supporting Materials	\$6,056
13	Meetings	\$41,292
PROJECT TOTAL		\$390,666

5. DETAILED PROJECT FEE SCHEDULE

See attached detailed Project Estimated by hours and fees by Task.

Consultant shall be able to modify the task and subtask budgets and staffing allocations based on need, however, the overall total budget shall not be modified.

Consultant shall be able to use staff not specifically outlined in the below Detailed Cost Proposal to perform work on this project, so long as the key task managers and Project Managers remain the same as described in the proposal. Staff members not specifically outlined in the below Detailed Cost Proposal must be billed in accordance with the Hourly Rate Schedule provided above, and the cost for their time must not surpass the not-to-exceed dollar amount of the Task they are assigned

to, nor the total not to exceed dollar amount of this Agreement. Any modification of senior staffing is subject to County approval prior to any work being performed by the alternative senior staff member.

Consultant shall be able to request modification/reallocation of any of the task budgets outlined in the below Detailed Cost Proposal. Consultant shall provide a written request that briefly describes the reason for the modification and how it benefits the project. Any modification/reallocation in budget between Tasks is subject to County approval prior to any additional work being performed. In no case shall spending exceed the not to exceed dollar amount of this Agreement.

Project Estimated Hours and Fees by Task

PROJECT: Update to the Stanislaus County Parks Master Plan RFP #16-56-DQ																					
CLIENT: Stanislaus County		O'DELL ENGINEERING																			
		Consultant																			
		Principal-in-Charge (Chad Kennedy)	Project Manager (Michael Rosales)	Landscape QA/QC (Josh Nash)	Landscape Arch 1 (Jesse Grafton)	Landscape Designer 2 (Richard Joaquin)	Landscape Designer 2 Assistant PM (Alison Kelly)	Landscape Designer 2 (Christopher Sison)	Landscape Designer 1 (Rao Fu)	Landscape Designer 1 (Katherine Lewis)	Landscape Designer 1 (Christian Morales)	Civil Engineer (Yushin Imura)	Craig Bronzan	BCI Principal (Charlie Simpson)	BCI Senior Environmental Planner (Terry Farmer)	BCI Associate Environmental Planner (Duffy Ruffin)	BCI Graphics (Krista Simpson)	Reimbursables	Hours	Task Total	
TASK/DESCRIPTION		\$200.00	\$121.00	\$131.00	\$121.00	\$110.00	\$110.00	\$110.00	\$100.00	\$100.00	\$100.00	\$179.00	\$130.00	\$190.00	\$150.00	\$130.00	\$80.00	Flat			
TASK 1 - Public Process																					
1.1	Develop Process	2	8				20	10											108	\$13,280	
1.2	Community / Stakeholder Meeting Prep		2				8	8											18	\$2,502	
1.3	Commission and Board Meeting Prep		2				8	8										500	18	\$2,502	
1.4	Written Reports		8				24												32	\$3,680	
TASK 2 - Data Collection/Facilities Report: Evaluation of Current Conditions																					
2.1	Inventory & Assessment	2	16									2	32						52	\$6,854	
2.2	Base Maps	10	24						40	40	40		16						210	\$23,384	
2.3	Site Visits					40	8	40	40	40			8						176	\$18,720	
2.4	GIS Work	4	8	2			24	60				20							118	\$14,850	
2.5	Data Collection	2	16		24		48								24				114	\$12,920	
2.6	Analysis of Programs and Services:	8	24				40					2	12						86	\$10,822	
TASK 3 - Community Needs Assessment/Survey:																					
3.1	Create Survey	2	8				12	4					8						34	\$6,168	
3.2	Distribute Survey		2				8	8										2000	18	\$2,002	
3.3	Assess indicators of survey	8	16	2			16	8											50	\$6,938	
TASK 4 - Rank and Prioritize Demand and Opportunities:																					
4.1	Develop a set of prioritized recommendations	4	20				30	18					32						104	\$12,660	
4.2	Group recommendations into annual budgets	4	4	2			8												18	\$2,426	
TASK 5 - Recommended Capital Improvements and Funding Sources																					
5.1	Prepare CIP and funding recommendations	6	20	2			40	20					16						104	\$12,562	
TASK 6 - Action Plan																					
6.1	Prepare Recommendations (staffing maintenance programming)	4	24				40	20					8						96	\$11,344	
6.2	Acquisition and Development Program	4	20				40	20											84	\$9,820	
6.3	Projected maintenance costs	4	24	8			40	40											116	\$13,552	
TASK 7 - Programmatic Environmental Impact Report (EIR)																					
7.1	Project Initiation, Management and Coordination		2											32	24	8			66	\$10,962	
7.2	Scoping and Public Involvement													10	34		8		52	\$7,640	
7.3	Prepare Draft Program EIR		4											46	262	16	42		370	\$53,964	
7.4	Draft PEIR Reproduction and Distribution													4		12	8	1000	24	\$3,960	
7.5	Final PEIR, Findings, Mitigation Monitoring, Reporting Plan		4											16	34		30		84	\$11,024	
7.6	Final Action		2											22	8	4			36	\$6,142	
TASK 8 - Draft Parks Master Plan Update																					
8.1	Master Plan Prep	4	30	8			100	80					16						238	\$27,558	
8.2	Design Guidelines	4	20				40	40											104	\$12,020	
TASK 9 - Presentation of the Draft Parks Master Plan Update:																					
9.1	Presentation Boards and PP Prep		8				8	8											24	\$2,728	
TASK 10 - Final Draft Parks Master Plan Update																					
10.1	Revise and Finalize MP	1	16	8			60	40				6							131	\$15,164	
TASK 11 - Presentation and Adoption of Parks Master Plan Update																					
11.1	Preparation of Presentation materials		8				8	8											24	\$2,728	
TASK 12 - Development of Final Plans and Supporting Materials:																					
12.1	Preparation of Final plans	2	16				16	16											50	\$6,056	
TASK 13 - Meetings																					
13.1	Kick-off Meeting	3	4																7	\$1,084	
13.2	Draft MP Presentations (1)	3	4			3	3	3											16	\$2,074	
13.3	Adopt MP meetings (2)	6	8																14	\$2,168	
13.4	Community Needs and Assessment Meetings (5)	6	20			6	6	6											44	\$5,600	
13.5	Community presentation of Draft MP (5)	6	20			9	9	9											53	\$6,590	
13.6	Stakeholder Meetings / Interviews (5)	6	20			9	9	9											53	\$6,590	
13.7	EIR Meetings (4)		16					12											28	\$3,256	
13.8	TRRP Meetings (2)		6			6	6	6											24	\$2,706	
13.9	Progress Meetings / phone conference (12)	2	24			24	24	24				24	154	130	362	40	88	n/a	98	\$11,224	
TOTAL HOURS		107	478	32	24	97	703	565	80	80	64	24	154	130	362	40	88	n/a	3028		
TOTAL COST		\$21,400	\$57,838	\$4,192	\$2,904	\$10,670	\$77,330	\$62,160	\$8,000	\$8,000	\$6,400	\$4,296	\$20,020	\$24,700	\$54,300	\$5,200	\$7,040	\$5,100		\$379,540	
CONSULTANT MARK-UP 10%													\$2,002	\$2,470	\$5,430	\$520	\$704			\$11,126	
GRAND TOTAL																				\$390,666	

* Reimbursables include: Task 1 - posters, Task 3 - online software for survey and polling, Task 7 - printing and distribution, Task 8 - Printing, Task 10 - Printing, Task 12 - Printing

**EXHIBIT D
PROJECT SCHEDULE**

See attached Project Schedule

Attachment 2

Database
Balance Type
Data Access Set

FMSDBPRD.CO.STANISLAUS.CA.US.PROD
Budget
County of Stanislaus

DO NOT CHANGE
DO NOT CHANGE
DO NOT CHANGE

Ledger
Budget
Category
Source
Currency
Period
Batch Name
Journal Name
Journal Description
Journal Reference
Organization
Chart Of Accounts

* List - Text County of Stanislaus
List - Text LEGAL BUDGET
* List - Text Budget - Upload
* List - Text DER AM
* List - Text USD
List - Text FEB-17
Text
Text DER AM JV21517 02/22/17
Text PFF for updating Parks Master Plan
Text
List - Text Stanislaus Budget Org
Accounting Flexfield

DO NOT CHANGE
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ENTER AS MMM-YY (ALL CAPS FOR MMM) EX: NOV-11
DO NOT CHANGE
DO NOT CHANGE

Upl	Fund (4 char)	Org (7 char)	Account (5 char)	Gl: Project (7 char)	Location (6 char)	Misc. (8 char)	Other (5 char)	Debit Int. appropriations Year est. revenue * Number	Credit Int. appropriations Year est. revenue * Number	Line Description Text
Pb		2135	0035712	63280	0000000	000000	000000	00000	426151	Contracts
Pb		2135	0035712	46615	0000000	000000	000000	00000	426151	Public facility fee trans.
Pb		6405	0064100	85850	0000000	000000	000000	00000	43307	Other Oper. Trans. Out
Pb		2405	0061280	85850	0000000	000000	000000	00000	382844	Other Oper. Trans. Out
Totals: 852302 426151										

Tip: This is not the end of the Template. Unprotect the sheet and insert as many rows as needed.

Explanation: Set up appropriations for the Parks Master Plan Update Project using PFF funds.

Requesting Department Antonio Martinez	CEO <i>T. Henry</i>	Data Entry	Auditors Office
Prepared by 2/22/2017	Supervisor's Approval 3/7/17	Keyed by	Prepared By
Date	Date	Date	Approved By 3/3/17 Date