

## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Penfield & Smith having its principal place of business at 111 East Victoria Street, Santa Barbara, CA 93101 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE.** Coleen Lund, P.E., Project Manager at phone number (805) 568-2470 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Stephen C. Wang, Principal Engineer at phone number (805) 963-9532 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Santa Barbara County Parks, 610 Mission Canyon Road, SB, CA 93105  
To CONTRACTOR: Penfield & Smith, 111 E. Victoria St., SB, CA 93101

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM.** CONTRACTOR shall commence performance on receipt of Notice to Proceed from County and end performance upon completion, but no later than 11 weeks from date on Notice to Proceed unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 **NOTICES.** above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards

observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products and services of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a professional manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **TAXES.** COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **NONDISCRIMINATION.** COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

15. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with

others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **TERMINATION.**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not effect any right or remedy which COUNTY may have in law or equity.

2. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

18. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

19. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy,

to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

23. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

24. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his sole cost and expense, comply with all applicable County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

26. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

27. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

28. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

29. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Penfield & Smith**

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA

By: \_\_\_\_\_  
Chair, Board of Supervisors

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

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

CONTRACTOR  
*PENFIELD & SMITH*

By: \_\_\_\_\_  
Deputy

By: *Deputy G. W. [Signature]*, President

SocSec or TaxID Number: 95-2088979

W0 # 176666.01

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W GEIS, CPA  
AUDITOR-CONTROLLER

By: *[Signature]*  
Deputy County Counsel

By: *[Signature]*  
Deputy

APPROVED AS TO FORM:  
RAY AROMATORIO,  
RISK PROGRAM ADMINISTRATOR

By: *[Signature]*  
Risk Program Administrator

**EXHIBIT A**  
**STATEMENT OF WORK**

Refer to proposal herein provided, dated January 5, 2007 from Penfield & Smith.

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# Penfield & Smith

111 East Victoria Street  
Santa Barbara, CA 93101

tel 805-963-9532  
fax 805-966-9801

www.penfieldsmith.com

Santa Barbara  
Camarillo  
Santa Maria  
Lancaster

Civil Engineering

Land Surveying

Land Use Planning

Construction  
Management & Inspection

Traffic & Transportation  
Engineering

Transportation Planning

W.O. 17666.01

January 5, 2007

Ms. Coleen Lund, P.E.  
County of Santa Barbara  
Parks Department  
610 Mission Canyon Road  
Santa Barbara, CA 93105

**Subject: Proposal for Engineering Design Services of  
Walter Capps Park Development Project**

Dear Ms. Lund:

In response to your request, we are pleased to submit this proposal for preparation of the engineering design services for the Walter Capps Park Development Project at Isla Vista.

It is our understanding that the County Parks Department is in the process of developing a new 3.3 acre Walter Capps Park to be located along Del Playa Drive on the Isla Vista bluffs. We have reviewed the copy of the conceptual park layout plan prepared by Van Atta Landscape Architects. The proposed Park features natural restoration area, passive play field, walkway, gathering plaza, walkway, pedestrian bridge, sculptural, and pre-fabricated bathroom, etc.

County Parks have requested the engineering firm to submit a proposal for providing civil engineering design, landscape architect design, electrical design, specifications, bid sheet and cost estimate services. The project will require a development plan for County Parks' Coastal permit application use.

The civil engineering design will include: grading and drainage, erosion control, concrete walkway and Del Playa sidewalk, pedestrian bridge, potable water and sanitary sewer lines and foundation design for a two unisex stall pre-fabricated restroom. The landscape design will include: site planting, site irrigation, fish sculpture, and other landscape features. We also included an electrical consultant for site lighting and power supply to the pre-fabricated restroom; and a geotechnical consultant for preparing the site geotechnical recommendation report.

The project design will begin on January 15, 2007, and the 100% design submittal will be on April 2, 2007. County review time and meetings will be included on the scheduled time frame.

P&S has carefully reviewed the project requirements and organized a solid consulting team for this project, which will include:

Penfield & Smith: Project management and civil engineering design;  
Van Atta Associates: Landscape, irrigation and fish sculpture work;  
Alan Noelle Engineering: Design site lighting and power supply to the pre-fabricated bathroom;  
Fugro West: Prepare site geotechnical recommendation report.

Based on our understanding of the project requirements, we propose the following scope of services:

## **SCOPE OF WORK**

### **A. Civil Engineering and Pedestrian Bridge Design by Penfield & Smith**

1. Attend a meeting with County Parks staff to review the project requirements.
2. Research existing utility information from the County and the utility agencies including water, sanitary sewer and electrical lines. Digitize them onto the site topographic map to be provided by the County Parks Department.
3. Prepare 1"=20' scale design base plan by merging the site topographic map with the site plan.
4. Provide the base plan to the team and coordinate to begin the project design.
5. Prepare site grading and drainage plan. It is our understanding that County Parks wants the site storm runoff to drain away from bluffs. We will sketch in the top of bluff line by reviewing the provided topographic map.
6. Prepare project site drainage report
7. Prepare site erosion control plan.
8. Prepare site water line from the existing water main on Del Playa Drive to the pre-fabricated bathroom and the irrigation point of connections. We assumed that two (2) water meters will be required for this project.
9. Prepare site sanitary sewer line from the existing sanitary sewer main on Del Playa Drive to the bathroom.
10. Prepare sidewalk design along the project frontage Del Playa Drive.
11. Prepare on-site walkway structure section design.
12. Prepare pedestrian bridge footing and abutment structure design per layout from the landscape consultant, and geotechnical recommendations.



13. Research the pre-fabricated restroom with "Romtec" product or other. Review and incorporate the site plan, section and specifications information to be provided by the manufacturer into the design package. Note that no bathroom building design will be included in this proposal.
14. Prepare notes and details plan.
15. Prepare probable earthwork quantity calculation.
16. Prepare technical specifications.
17. Prepare engineering opinion of construction cost estimate.
18. Submit 50% level plans to County Parks for review and comment.
19. Meet with County Parks staff to review submittal.
20. Update plans, specifications and cost estimate per comments and submit 90% and 100% design package.
21. Prepare bid sheet per County format.
22. Meet with County Parks staff at 100% level submittal.
23. Project coordination, quality control and management.

#### **B. Landscape, Irrigation and Fish Sculpture Work by Van Atta Associates**

See attached proposal from Van Atta Associates. Please note the limited sculpture work and the optional scope listed in the proposal.

#### **C. Site lighting and Power Supply to Bathroom Design by Alan Noelle Engineering**

See attached proposal from Alan Noelle Engineering.

#### **D. Site Geotechnical Recommendation Report**

See attached proposal from Fugro West.

#### **SERVICES NOT INCLUDED**

The following services and all other services not specifically listed herein are excluded:

1. Any boundary, topographic survey and utility potholing services.
2. Bidding, construction administration and staking services.
3. Environmental review and documents.

4. Easement legal description services.
5. Attendance at any public agencies presentation, hearings and permit processing. We will submit our design to County Parks. Please note that in addition to the Coastal permit process, the project will require County encroach permit and water and sewer agencies' approval for connections.
6. The street improvements and lighting design along Del Playa Drive, with the exception of street sidewalk. We will provide the street improvements design as an extra service upon request.
7. Preparation of Storm Water Pollution Prevention Plan (SWPPP) report and Notice of Intent (NOI). Please note that site disturbance of more than 1 acre will require SWPPP report and NOI to be filed to the State Water Quality Control Board. We will provide this service as an extra service or County can require the Contractor to prepare the documents prior to the construction.
8. We will prepare three (3) submittals and attend three (3) meetings for this project. We would provide extra service proposal for additional submittals and meeting upon request.
9. Traffic analysis and design.

**PROPOSED FEE AND METHOD OF PAYMENT**

Our proposed services will be performed on a fixed fee basis. Progress billings will be submitted monthly based on the percentage of the work completed during the preceding month. Payment is due upon receipt of statement (net 30 days). We estimate that **\$117,030 will be required for this project design, plus \$4,000 for reimbursable expenses.** Please review the fee breakdown below and the attached P&S billing rate sheet.

TASK	P&S	Van Atta	Alan Noelle	Fugro
Civil Design	\$37,000	-	-	-
Bridge Design	\$15,000	-	-	-
Landscape & Irrigation	-	\$36,455	-	-
Fish Sculpture (limited scope)	-	\$ 6,325	-	-
Lighting and Power supply	-	-	\$10,925	-
Geotechnical Report	-	-	-	\$6,325
Management & Quality Control	\$ 5,000	-	-	-
<b>TOTAL</b>	<b>\$57,000</b>	<b>\$42,780</b>	<b>\$10,925</b>	<b>\$6,325</b>

Please note that the above fee includes 15% sub-consultant markups for Van Atta Associates, Alan Noelle Engineering and Fugro West. In the event that unforeseen circumstances arise which require extra services not included in the Scope of Services state herein, we will notify you of the anticipated extent and cost of such extra services.

Ms. Coleen Lund, P.E.

1/5/2007

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## TIME OF PERFORMANCE

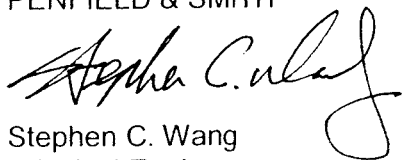
We will begin the project design once received the authorization from the County Parks, and will perform the project per the schedule outlined on the Request for Proposal. Please note that it will take approximately six (6) weeks for the field testing, laboratory work for completing the geotechnical report.

## AUTHORIZATION

Should you require any additional information or wish to discuss this proposal further, please contact me. Thank you for your consideration of Penfield & Smith for this project.

Very truly yours,

PENFIELD & SMITH

A handwritten signature in black ink, appearing to read "Stephen C. Wang". The signature is fluid and cursive, with a large, sweeping flourish at the end.

Stephen C. Wang  
Principal Engineer  
RCE 44255

(17666.01 final engineering proposal 1-5-07)



VAN ATTA ASSOCIATES INC.

January 03, 2007

Steven Wang  
Penfield & Smith Engineers, Inc.  
101 E. Victoria  
Santa Barbara, CA. 93101

**RE: Proposal for Landscape Architectural Services, Walter Capps Park; Isla Vista, CA**

Dear Mr. Wang,

We are pleased to collaborate with you to further develop our Conceptual Plan for Walter Capps Park thru Construction Documents & Construction Administration. As part of your team, we will continue to oversee the implementation our Conceptual Plan and prepare final planting, irrigation, and hardscape drawings for the park. Additionally, we will be designing and overseeing the construction of the fish sculpture element. We propose to break down our fee for professional services as follows:

#### SCOPE OF WORK

##### PHASE THREE: DESIGN DEVELOPMENT

- 3.1 Develop the Conceptual plan to include design development plans & details for constructed elements in the landscape, specific paving materials, and planting design.
- 3.2 Review Civil Engineer's conceptual grading & drainage plans.
- 3.3 Prepare a revised cost estimate based on the design development plan for items within our scope.
- 3.4 FISH SCULPTURE – We will prepare the following for this phase:
  - Schematic drawings depicting the form, size, and layout of the proposed fish sculpture
  - Option 1: Construct a scaled model of fish: the Artist/Craftsman that will construct the fish sculpture may also build model.

MEETINGS - We will allow for one (2) 2-hour meeting to present the Design Development Plans. Additional meetings will be billed as additional services.

##### DELIVERABLES:

- (2) Sets of reproducible scaled drawings at 50% DD (24"x36" sheet size)
- (1) Hardcopy of final cost estimate.
- (1) Electronic copy of the final cost estimate.
- (1) Scaled model of the fish sculpture

#### **PHASE FOUR: CONSTRUCTION DOCUMENTS**

After receiving final approval from the County regarding the submitted Design Development Plans, we will prepare the following:

- 4.1 Review Civil Engineer's Design Development Plans for design understanding.
- 4.2 Irrigation plans, details, and specifications as necessary for the layout of all piping, valves, control equipment, drip emitters and/or sprinkler heads for the efficient irrigation of all areas of the site to be planted.
- 4.3 Planting plans indicating the locations, species, and sizes of all plant material, and including detail drawings indicating planting requirements and the desired planting method.
- 4.4 Materials plans, details, and specifications to identify types of materials to be used and to set standards for installation and construction of all built elements covered by this scope of work.
- 4.5 FISH SCULPTURE – We will prepare the following for this phase:
  - Final design drawings depicting the form, size, materials and layout of the proposed fish sculpture. Structural by others.
  - Review and incorporate structural drawings necessary for the construction of the fish sculpture.

Note: Construction of the Fish sculpture is proposed to occur in collaboration with a selected Artist/Craftsman and may be cast of concrete or bronze for durability

MEETINGS – We will allow for one (1) 2-hour meeting to coordinate deliverables with the County's design team. Additional meetings will be billed as additional services.

#### **DELIVERABLES:**

- (3) Sets of reproducible scaled drawings at 90% CD (24"x36" sheet size)
- (3) Sets of reproducible scaled drawings at 100% CD (24"x36" sheet size)
- (1) Set of 8.5"x11 specifications for items within our scope
- (1) Electronic copy of specifications for items within our scope

#### **PHASE FIVE: CONSTRUCTION OBSERVATION**

An agreement and fee for these services will be prepared upon completion of construction drawings in Phase Four above.

- 5.1 Assist Owner's Representative in answering questions within our scope of work that may arise during the Bidding Period.
- 5.2 Van Atta Associates will make site visits to familiarize ourselves with the progress and quality of construction of the work within our scope and to determine in general if the construction is proceeding in accordance with the design intent and construction
- 5.3 On the basis of our observations while at the site, we will keep the Owner Representative informed of the progress of construction through written field observation notes
- 5.4 Collaboration with a selected Artist/Craftsman on the construction of the Fish sculpture

#### **SERVICES PROVIDED BY OTHERS**

1. Previously completed work, aerial photography, APN maps, survey drawings, and/or reports by other consultants that will assist us in our work.
2. Any anticipated or established construction budgets for the project.
3. Surveying services including topography.
4. Filing the documents or permits required for the approval of government authorities.
5. Grading and drainage plans.
6. Structural and electrical drawings & specifications.

**ADDITIONAL SERVICES**

In the event that the budget, scope, or magnitude of the project change as a result of going through the entitlement process and additional services are requested. We shall advise you, and propose appropriate compensation for your approval:

Additional services include but are not limited to:

1. Revisions and changes to Client approved drawings.
2. Additional meetings and/or Public Presentations beyond those allowed for in the above scope of work.

Additional services will be performed on an hourly basis at the following rates:

Principal	\$150
Senior Associate	\$125
Associate Designer	\$95
Technical Designer	\$85

**COMPENSATION FOR PROFESSIONAL SERVICES:**

We propose that compensation for the above described professional services be on an hourly basis at the rates listed above, with a not to exceed fee of **Thirty Eight Thousand Five Hundred Fifty Dollars (\$38,550)** (without option one) summarized as follows:

Phase Three – Design Development	\$18,100
Phase Four – Construction Documents	\$13,600
Fish Detail	\$5,500
<u>Phase Five – Construction Administration</u>	<u>(hourly)</u>
Total Professional Fees	\$37,200
Reimbursables	1,350
<b>Sub Total (without fish model) model by Artist</b>	<b>38,550</b>
<u>Option One: Added fee for Fish Sculpture Model</u>	<u>\$10,100</u>
Total with Option One	48,650

We look forward to helping you in any way we can to accomplish a successful project.

Very Truly Yours,  
VAN ATTA ASSOCIATES, Inc.



Susan Van Atta, President

Date: January 03, 2007



**Alan Noelle Engineering**

1825 State Street, Suite 203 Santa Barbara, CA 93101

Phone: 805.563.5444

Fax: 805.569.9315

email: alan@aneng.com

January 2, 2007

Mr. Steve Wang  
Penfield & Smith  
111 East Victoria St  
Santa Barbara, CA 93101

RE: Walter Capps Park Electrical Working Drawings

Steve,

I am providing you with a fixed fee proposal for the following work, as requested by you.

Scope of Work

Electrical construction documents including electrical plan(s) as required, electrical symbols, book specifications, miscellaneous details as required by the Engineer or plan check authority, and any changes required by the plan check authority to obtain a building permit. No special systems shall be included in this scope. The scope shall be based on the information I received via email, dated 12.4.06.

Three sets of electrical plans shall be provided during the design process.

- 1 set during schematic/design development phase showing lighting and power concepts, as well as large scale power utility route.
- 2 sets during the construction drawings phase, completing the design. One set shall be 90% complete, and the other set shall be the 100% set with Owner's comments addressed.

Principal Engineer and Owner shall review each drawing submittal, and changes resulting from these reviews shall be incorporated into the next drawing submittal. Review comments or authorization to proceed shall be received by our office before beginning the next phase of the drawings. Any changes made at other times shall be subject to potential additional fees. Substantial design changes to the project after the design development review shall also be subject to potential additional fees.

The following issues should be noted regarding the scope of this project.

- A total of 3 meetings are included in the scope of this contract. An initial meeting to review the site, a design meeting during the 50% design phase, and final design review meeting during the 90% design phase.
- This project includes power to the prefab bathroom building, site lighting as coordinated with the Owner and Landscape Architect, and coordination of utility power with SCE. It does not include any other utilities, such as telephone or CATV. Controls design for the site lighting is included.
- Any required street improvement work is considered outside the scope of this contract. Minor notes to the drawings can be added.

Client Responsibilities

Autocad or DXF electronic backgrounds and desired border shall be provided to our office in order to begin the work. Additionally, blue printed plans shall be available to our office for each drawing package submittal.

All specific use equipment and other special electrical needs shall be provided to the Engineer before inclusion into the project. This shall include any Owner desired details of equipment connections.

Contract

My proposed fee for the above referenced work is \$9500.00

The significant majority of this fee is the site lighting design.

Any additional services, services outside the above scope, and all as-built work shall be accomplished on an hourly basis based on the following fee schedule.

<u>Task</u>	<u>Rate</u>
Electrical Engineer (Principal)	\$110/hr
Electrical Designer	\$80/hr
Draftsman	\$65/hr
Office Staff Support (used only for substantial office work requested by client)	\$40/hr

If this fee is acceptable to you, please sign below and return to our office. If you have any questions or concerns, please call me to discuss. Our client's satisfaction is our greatest concern. Thank you.

Sincerely

Alan J Noelle, PE

\_\_\_\_\_ date: \_\_\_\_\_  
 by signing above, I authorize ANE to execute this contract, as stipulated above.





211 E. Victoria Street, Suite D  
Santa Barbara, California 93101  
Tel: (805) 963-4450  
Fax: (805) 564-1327

January 5, 2007  
Project No. 2007.005

Penfield & Smith Engineers  
111 E. Victoria Street  
Santa Barbara, California 93101

Attention: Mr. Steve Wang

Subject: Proposal for Geotechnical Engineering Services, Walter Capps Memorial Park  
Development, Isla Vista, Santa Barbara County, California.

Dear Mr. Wang:

Fugro is pleased to submit this proposal to provide geotechnical engineering services for the development of the Walter Capps Memorial Park in Isla Vista, Santa Barbara County, California. On the basis of discussions with you and information provided on the conceptual landscape plan, we understand the proposed park development will primarily involve landscape grading and planting. However, the project will also include a restroom, a timber pedestrian bridge structure, and concrete pavements. The project site covers an area of about 3 to 4 acres and is located between Del Playa Drive and an existing bluff at the Pacific Ocean. The bluff is about 30 to 35 feet high and is roughly vertical. On the basis of discussions with you, we understand that geotechnical engineering services are required to develop design recommendations for the structure foundations/support and concrete pavement.

## SCOPE OF SERVICES

On the basis of our understanding of the project, we have developed the following scope of services.

**Task 1 – Field Exploration.** We propose an approximate one-half day level of effort to excavate four shallow (about 10 feet deep) drill holes at selected locations and collect samples for laboratory testing. Prior to the field work, we will visit the site to locate and mark possible boring locations. We will also contact Underground Service Alert to provide for utility clearance at the boring locations. We have assumed that private utilities in the proposed work areas will be marked by others and that Fugro will have free access to the site. We note that Fugro will not be responsible for damage to or repair of utilities that are not marked properly.

The sampling holes will be backfilled with soil cuttings upon completion. We have assumed that a local drilling subcontractor (SG Drilling of Lompoc, CA) will be available to perform the drilling services.



**Task 2 – Laboratory Testing.** Upon completion of the exploration program and review of the field data, we will perform geotechnical laboratory tests on selected samples. On the basis of our understanding of the site conditions, we anticipate the following types and numbers of tests will be performed.

Total and Dry Unit Weight	8
Percent Passing No. 200 Sieve	3
Sand Equivalent	1
R-Value	1
Direct Shear	2
Expansion Index	1

The actual types and numbers of tests performed could differ from those listed above and will depend on the soil conditions encountered in the field.

**Task 3 – Engineering Evaluation and Preparation of a Letter-Report.** We will characterize the subsurface conditions at the site from our field exploration and laboratory testing programs and develop geotechnical recommendations. The letter-report will provide the following:

- A description of the soil and groundwater conditions encountered;
- Shallow foundation recommendations for the proposed restroom consisting of minimum footing dimensions, allowable bearing capacity, lateral resistance, and settlement ;
- Recommendations for shallow foundations or cast-in-drill hole (CIDH) piles for the proposed timber pedestrian bridge. Recommendations for shallow foundations will consist of minimum footing dimensions, allowable bearing capacity, lateral resistance, and settlement. Recommendations for CIDH piles will consist of axial capacity, lateral resistance (active and passive pressures or input for “flag pole” design), and settlement;
- Earth pressures for the design of garden walls;
- Concrete pavement structural section recommendations based on R-value results and anticipated traffic loading; and
- Recommendations for grading in structure and pavement areas and utility trench backfill.



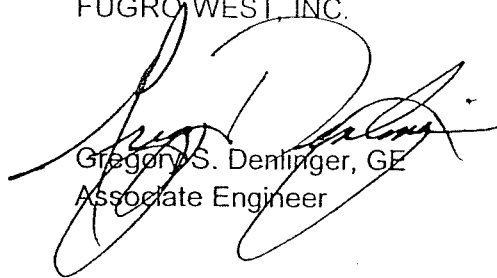
## ESTIMATED FEE AND SCHEDULE

We propose to perform the above-described scope of services for a lump sum fee of \$5,500. We anticipate the field work for the project can be completed within about three weeks following notice to proceed. However, the schedule of the field exploration work will depend on site access, weather conditions, and the availability of the drilling subcontractor. We anticipate the report described in Task 3 can be submitted in about three weeks after completion of the field exploration.

## CLOSURE

We appreciate the opportunity to propose on this project. Please do not hesitate to call if you have questions or comments about this proposal.

Sincerely,  
FUGRO WEST, INC.



Gregory S. Denlinger, GE  
Associate Engineer

## EXHIBIT B

### PAYMENT ARRANGEMENTS Periodic Compensation

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **121,030**
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. Invoice shall included services performed and deliverables included within billing cycle. Invoice must state current services billed, amount previously billed and balance of contract amount. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation of approved invoice.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

## EXHIBIT C

### STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

#### INDEMNIFICATION

##### Indemnification pertaining to Professional Services:

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

##### Indemnification pertaining to Professional Services:

CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including reasonable attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as

defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

*"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."*

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of

damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.