

**FIRST AMENDMENT TO AGREEMENT
Moore Iacofano Goltsman, Inc.**

This FIRST AMENDMENT TO AGREEMENT is entered into and becomes effective on _____ (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and, **Moore Iacofano Goltsman, Inc.**, a California Corporation ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This First Amendment to Agreement is entered into based upon City of Morgan Hill City Council approval on September 7, 2016.
2. The CITY and CONSULTANT entered into that "Consultant Agreement" made as of May 6, 2016, for consultant services for a maximum compensation of Two Hundred and Sixty Thousand (\$260,000) ("CONSULTANT AGREEMENT"). The CONSULTANT AGREEMENT is attached as Exhibit "A" to this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendments:** All terms and conditions of the CONSULTANT AGREEMENT, as amended, as attached as Exhibit "A," shall remain in full force and effect; except that the following amendments shall be made as set forth below:

A. Paragraph 3 shall be amended by adding the following:

"The services to be performed by CONSULTANT shall consist of the following additional services set forth in Exhibit "B":

B. Paragraph 4.1 shall be amended and replaced in its entirety by the following:

"4.1. **Amount.** Compensation under this Agreement shall not exceed Three Hundred and Twenty Six Thousand Dollars (\$326,000) and shall be billed based on the rate and basis set forth in Exhibit C."

2. **Conflicts.** In the event of a conflict between the terms and provisions of this First Amendment to Agreement and the terms and provisions of the CONSULTANT AGREEMENT, the terms of this First Amendment to Agreement shall govern and control.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; **AND**
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

ATTEST:

CITY OF MORGAN HILL

City Clerk
Date: _____

City Manager
Date: _____

APPROVED AS TO FORM:

Moore Iacofano Goltsman, Inc.

City Attorney
Date: _____

By:
Title: _____

Print Name and Title of Signer.
If Corporate: Chairman, President or
Vice President

Date: _____

By:
Title: _____

Print Name and Title of Signer.
If Corporate: Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer

Date: _____

Exhibit A Original Agreement

**CONSULTANT AGREEMENT
Moore Iacofano Goltsman, Inc.**

THIS AGREEMENT is entered into and becomes effective on 5/6/15 (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and Moore Iacofano Goltsman, Inc. a California corporation ("CONSULTANT") hereinafter referred to collectively as "Parties." In consideration of the promises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **City Authority.** This Agreement is entered into pursuant to action of the Morgan Hill City Council taken on April 1st, 2015.

2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until June 30, 2017 at which time CONSULTANT'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum period of one year. Any such extension shall be in writing and signed by both Parties to this Agreement.

3. **Scope of Service.** The services to be performed by CONSULTANT shall be to combine and update the existing; Bikeways Master Plan, Trails and Natural Resources Study and the Parks & Recreation Master Plan as further described in **Exhibit A.**

4. **Compensation.** CONSULTANT shall be compensated as follows:

4.1. **Amount.** \$260,000.00. Total compensation under this Agreement shall not exceed Two Hundred Sixty Thousand dollars and shall be billed based on the rate and basis set forth in **Exhibit B.**

4.2. **Billing.** CONSULTANT shall provide CITY with a monthly invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by CONSULTANT. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY'S judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.

5. **Termination.** CITY or CONSULTANT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice or less under urgent circumstances. Upon such termination, CONSULTANT shall submit to CITY an itemized statement of services performed for which compensation has not been paid. CITY may require CONSULTANT to complete certain work product or documents and CONSULTANT shall deliver to CITY all documents in its possession without additional compensation to CONSULTANT. The CITY Manager of CITY is authorized to terminate this AGREEMENT on behalf of CITY.

6. **Performance of Work.** CONSULTANT represents that it is qualified by virtue of experience, training, education, and expertise to accomplish these services. Services shall be performed by CONSULTANT in accordance with professional practices in a manner consistent with a level of care, competence and skill exercised by qualified members of the CONSULTANT'S profession. By delivery of

completed work, CONSULTANT certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. CONSULTANT shall perform all work and services under this Agreement in conformance with the time schedule set forth on Exhibit C, "Schedule of Performance," attached hereto and incorporated herein by this reference. CITY's City Manager is authorized on behalf of CITY to modify the timeframes set forth on the Schedule of Performance within the term of this Agreement.

7. **Insurance Requirements.**

7.1. **Commencement of Work.** CONSULTANT shall not commence work under this Agreement until it has obtained CITY approved insurance. For general liability insurance policies, CONSULTANT shall provide CITY, prior to commencement of work, with a separate endorsement which states that the policy contains the following language:

- The CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds; and,
- the insurer waives the right of subrogation against CITY and CITY'S elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers; and,
- insurance shall be primary non-contributing.

CONSULTANT shall furnish CITY with copies of all policies or certificates subject to this Agreement, whether new or modified, promptly upon receipt. No policy subject to this Agreement shall be canceled or materially changed except after thirty (30) days' notice by the insurer to CITY.

7.2. **Workers' Compensation Insurance.** CONSULTANT and all subcontractors shall maintain Workers' Compensation Insurance, as required by law.

7.3. **Insurance Types and Amounts.** CONSULTANT shall maintain comprehensive general liability insurance; professional errors and omissions liability insurance (required for professional and technical service consultants only); and automobile insurance each with policy limits of at least \$1,000,000 per occurrence for general liability, \$1,000,000 per accident for automobile liability and \$1,000,000 per claim for professional errors or omissions (for professional and technical service consultants only).

7.4. **Acceptability of Insurers.** All insurance required by this Agreement shall be carried only by responsible insurance companies licensed and admitted, or otherwise legally authorized to carry out insurance business, in California with a current A.M. Best's rating of no less than A:VII.

8. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

9. **Compliance with Law.** CONSULTANT and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. CONSULTANT and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.

10. **Independent Contractor.** CONSULTANT is an independent contractor and not an agent or employee of CITY.

11. **Confidentiality.** All data, documents, or other information received by CONSULTANT from CITY or prepared in connection with CONSULTANT'S services under this Agreement are deemed confidential and shall not be disclosed to any third party by CONSULTANT without prior written consent by CITY.

12. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

13. **Notices.** All notices shall be personally delivered or mailed, via first class mail to the below listed address. These addresses shall be used for delivery of service of process. Notices shall be effective five (5) days after date of mailing, or upon date of personal delivery.

Address of CONSULTANT is as follows:

Moore Iacofano Goltsman, Inc.
800 Hearst Avenue
Berkeley, CA 94710

Address of CITY is as follows:

Community Development Services City of Morgan Hill 17575 Peak Avenue Morgan Hill, CA 95037	with a copy to: City Clerk City of Morgan Hill 17575 Peak Avenue Morgan Hill, CA 95037
--	--

14. **Licenses, Permits and Fees.** CONSULTANT shall obtain a City of Morgan Hill Business License, all permits and licenses to the extent required by ordinances, codes and regulations of the federal, state and local government.

15. **Maintenance of Records.**

15.1. **Maintenance.** CONSULTANT shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and CITY rules and ordinances related to services provided under this Agreement. CONSULTANT shall maintain records for a period of at least 3 years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the 3 year period, then CONSULTANT shall retain said records until such action is resolved.

15.2. **Access to and Audit of Records.** The CITY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONSULTANT and its subcontractors related to services under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Parties to this Agreement may be subject, at the request of the CITY or as part of any audit of the CITY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

15.3. Ownership of Work Product. All documents or other information developed or received by CONSULTANT for work performed under this Agreement shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.

16. Familiarity with Work. By executing this Agreement, CONSULTANT represents that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.

17. Time of Essence. Time is of the essence in the performance of this Agreement.

18. No Assignment. Neither this Agreement nor any portion shall be assigned by CONSULTANT, without prior written consent of CITY.

19. Attorney Fees. In any legal action, dispute or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses incurred.

20. Defense and Indemnification.

20.1. Defense and Indemnification. CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, to the extent caused by the negligent performance of this Agreement or the failure to comply with any obligations contained in this Agreement by CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors ("CLAIM").

20.2. Exceptions. CONSULTANT is not required to indemnify INDEMNITEES against liability for bodily injury, property damage or personal injury, or any other loss, damage or expense arising from the sole negligence or willful misconduct of the CITY.

20.3. Not limited by insurance. The indemnity, defense and hold harmless provisions of this Agreement apply to all CLAIMS alleged against an INDEMNITEE, regardless of whether any insurance policies are applicable. Policy limits do not act as a limitation upon the amount of indemnification or defense to be provided by CONSULTANT.

20.4. Right to Offset. CITY shall have the right to offset against any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT'S failure to pay CITY promptly any indemnification arising under this Section (20) and any amount due CITY from CONSULTANT arising from CONSULTANT'S failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

20.5. Interpretation. This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly understood and agreed that the obligation of the CONSULTANT to indemnify the INDEMNITEE shall

be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this Agreement.

21. **Entire Agreement; Modification; Conflicting Provisions.** This Agreement constitutes the entire Agreement between the Parties and supersedes any previous agreements, oral or written. This Agreement may be modified or provisions waived only by a subsequent mutual written agreement executed by CITY and CONSULTANT. If the provisions contained in the main body of this Agreement conflict with any provision contained in an exhibit to this Agreement, the provisions of the main body of this Agreement shall govern and control over any provision contained in an exhibit to this Agreement.

22. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of California. This Agreement was entered into and is to be performed in the County of Santa Clara. Any action or dispute arising out of this Agreement shall only be brought in Santa Clara County.

23. **Interpretation.** This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties including, but not limited to, California Civil Code § 1654, the provisions of which are hereby waived. This Agreement shall be construed and interpreted in a neutral manner.

24. **Preservation of Agreement.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

//

//

//

//

//

//

//


25. **Authority to Execute.** Those individuals who are signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

IN WITNESS THEREOF, these Parties have executed this Agreement on the day and year shown below.

AS SET FORTH IN CA. CORP. CODE § 313, TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

ATTEST:



City Clerk/Deputy City Clerk

MW Michelle Wilson

Print Name

Date: 5/7/15

APPROVED AS TO FORM:

for 

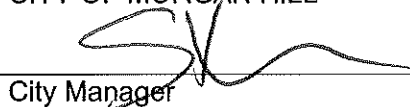
City Attorney

Renee Gurza

Print Name

Date: 05/04/15

CITY OF MORGAN HILL



City Manager

Steve Rymer

Print Name

Date: 5/6/15

Moore Iacofano Coltsman, Inc.

By: 

Title: Daniel S. Iacofano, CEO, Treasurer

Print Name and Title of Signer.

If Corporate: Chairman, President or Vice President

Date: 4.22.15

By: 

Title: Carolyn M Verheyen, Secretary

Print Name and Title of Signer.

If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date: 4-22-15

**EXHIBIT A
SCOPE OF SERVICES**

EXHIBIT A: SCOPE OF SERVICES

TASK 1: WORK PLAN

MIG will meet with City staff to discuss, refine and finalize the detailed work scope and schedule and confirm project roles and responsibilities. This meeting will also include a discussion of public engagement activities, outreach methods, target audiences and key stakeholders that MIG will use to develop a public input plan. MIG will also prepare a request for information letter, identifying background data, reports and other the information to be provided by City Staff.

Meetings:

- Project initiation meeting with City staff

Deliverables:

- Revised scope and schedule
- Public input plan
- Request for information letter

TASK 2: CITY POLICY AND STANDARDS REVIEW

The MIG Team will facilitate an interdepartmental staff workshop including representatives from all relevant City departments to discuss the role parks, trails and recreation services play in Morgan Hill and the connections with other City services. This meeting will also be an opportunity to gather staff perceptions of needs, gaps, challenges and opportunities in the City's system. A third purpose of this meeting will be to identify the related planning efforts (past and present), policies and standards that should be considered in the development of the Master Plan, building on the list included in the City's RFP.

Following this meeting, MIG will assemble and review all identified documents to ensure compatibility with the final Master Plan recommendations. We will summarize the findings from this task in the Draft and Final Planning Environment Summary, which will include proposed improvements for relevant plans, practices and policies. This summary will also include the facility and program gaps identified in related and past planning efforts and recommendations for addressing them as new projects, programs or service delivery approaches that can be refined during the Master Plan process.

MIG will provide a draft in electronic format suitable for review and commenting. The City will provide one set of consolidated, non-conflicting comments for one revision of this document. MIG will then deliver a final version suitable for distribution online to the Parks and Recreation Commission and public.

This task will also include the first in a series of Staff Project Team review meetings. This group will be composed of the key staff members who will guide the process by providing technical and political

feedback on interim products. The first meeting will review the Planning Environment Summary as well as the preliminary inventory results.

Meetings:

- Interdepartmental Staff Workshop
- Staff Project Team Meeting #1

Deliverables:

- Draft and Final Planning Environment Summary

TASK 3: EXISTING PARK, TRAILS AND RECREATION FACILITIES AND PROGRAMS INVENTORY/ANALYSIS

Inventory and Analysis

During this task, MIG will develop a comprehensive inventory and analysis of the City's bikeways, trails, parks and recreation system, including the developed areas of open spaces. Through a community tour and information provided by City staff at meetings, MIG will compile inventory data for both the physical system and the recreation program offerings in Morgan Hill. Using this information, MIG will analyze the mix and distribution of recreation opportunities, access to the key features, current practices, constraints and opportunities to expand the opportunities offered by the City of Morgan Hill.

The physical inventory of the system will include the complete system, summarized on a base map of the city as well as an inventory table detailing the following for all parks and open spaces (developed areas only):

- Location
- Size and boundary
- Use (neighborhood or regional)
- History (provided by the City)
- Current condition
- Facilities (including playgrounds, playfields, ball courts, pools, gyms, trails, restroom, structures, parking)
- School facilities

The inventory will be reviewed by the Staff Project Team to ensure accuracy and completeness before proceeding to analysis. The analysis of the physical system will include:

- System gaps, utilizing input from the Mapita survey and the geographic analysis
- Operations and maintenance issues and requirements
- Potential for increased recreational opportunities, including potential joint use with schools or other organizations

- Opportunities for expansion of parks, trails and recreation facilities

A parallel, interrelated, programmatic inventory will include the following details for all City programs:

- Program areas
- Market segments served
- User groups for primary facilities
- Times of usage for primary facilities
- Schedule of program offerings

Analysis of the City's recreational programs will determine the level of recreational needs currently being met by the City and to identify those recreational areas that are lacking or not being served in Morgan Hill. This task will also include the review and identification of potential locations to expand the City's recreational facilities, identifying potential revenue sources, and operating /maintenance requirements.

The inventory and analysis of the existing system will be summarized in an Existing System Analysis Summary which will be provided as a draft, reviewed and finalized as described in Task 2.

The second Staff Project Team Meeting will include the review of the Draft Existing System Analysis Summary and the results of the Demographic Analysis and Mapita online mapping tool. Looking forward, the group will also discuss the draft agenda and materials for the Community Workshop Meetings and Stakeholder Focus Group Meetings. This meeting may be broken down into sequential meetings on the same day to accommodate the extensive agenda and the possibility that different staff team members may be needed for different portions of the agenda.

Mapita Online Survey

MIG will develop a map-based online survey tool using the Mapita software that will allow participants to answer questions and provide site-specific input on the City's bikeways, trails, parks and recreation facilities. In consultation with the City, MIG will develop the survey questions, and promote the community survey for broad participation. MIG will incorporate data into the geographic analysis and provide a draft summary of Mapita responses for review with staff and the Parks and Recreation Commission.

Demographic Analysis

MIG will prepare a demographic analysis as part of Task 3, building on our recent data collection and analysis efforts in Santa Clara County and regular review of national industry and advocacy group surveys. We will augment these analyses with city and school district data and develop and summarize an analysis of the next 25 years of projected park use.

By identifying the activities most likely to experience growth, plateau or decline, the impact of these trends on the physical system and program offerings can be projected. A summary report of the

demographic analysis will be reviewed at Staff Project Team Meeting #2 and will provide a layer of information to be considered alongside the current needs identified by the community in Task 5 while developing and prioritizing recommendations.

Meetings:

- Staff Project Team Meeting #2
- Operations and Maintenance Staff Meeting

Deliverables:

- Meeting agendas
- Mapita online interactive mapping tool
- Demographic Analysis Summary
- Draft and Final Existing System Analysis Summary, including base map, inventory and geographic analysis

TASK 4: COMMUNITY NEEDS ASSESSMENT

In this phase of work, the MIG team will conduct an extensive community outreach process to gather community input to help determine how Morgan Hill bikeways, trails, parks and recreation facilities can better meet the needs of the community. MIG's multi-faceted community engagement approach will utilize a variety of tools and will be outlined in detail in the public engagement plan (Task 1 above). \

Community Workshops

This task will include three (3) interactive community-wide workshops to solicit input from the broad Morgan Hill community. These meetings will provide a variety of ways for participants to interact, learn about the parks system, and engage in a way that is both meaningful and comfortable (by providing a range of written and verbal input options and small and large group options). Experienced MIG facilitators will guide the community participants through the workshop and ensure that all voices are heard and acknowledged.

Stakeholder Focus Groups

MIG will also convene three (3) stakeholder focus group meetings with key community leaders, advocates and interest group representatives as identified by City Staff. These sessions will be structured for issue identification and framed with the understanding that the planning process has not yet reached any decisions but is trying to frame the community's choices with the best information possible.

Intercept Events

In addition to these traditional meeting, MIG will plan and conduct “intercept events” to gather input from a broad range of park users, including those that may not be Morgan Hill residents MIG will conduct two intercept events at farmers markets, community center or other community event to engage a broad cross-section of Morgan Hill residents, including those who don’t use the city’s recreation programs. MIG will prepare display boards, in English and Spanish, where participants can indicate preferences and needs using colored dots. MIG can also train City staff, PRC members or volunteers to expand the reach of this activity and broaden the number of participants.

Community Survey

MIG will work with the City to identify the survey objectives, choose an online survey platform, develop questions, and promote the community survey for broad participation. Printed and/or Spanish versions of the survey will also be available upon request and at public locations such as the department offices, community center or libraries. MIG will develop a draft and final survey, and summarize the findings from the survey for review with the City and presentation to the Parks and Recreation Commission.

Needs Analysis Summary

At the conclusion of this phase of work, MIG will develop a Needs Analysis Summary memo for staff and the Parks and Recreation Commission that summarizes the key findings of Tasks 2-4 that will be the foundation of the recommendations and projects to be developed in Task 5.

Parks and Recreation Study Sessions

In addition, MIG will present at a study session with the City of Morgan Hill’s Parks and Recreation Commission to review goals and objectives of the Master Plan and a briefing on the Planning Environment and Existing System Analysis Summaries. This study session, held prior to the broad public outreach meetings, will also be used to solicit input and feedback from the Commissioners about the community workshop meetings and stakeholder focus groups to ensure the best possible outreach for these key events.

Following the completion of the workshop and stakeholder meetings, a second meeting with the Parks and Recreation Commission will review the feedback received from the community meetings and the designation of an Ad Hoc Committee to work through the recommendation and potential project list development and prioritization process in Task 5. At this point MIG will also update the City Council on the project’s status and the input from the community.

Meetings:

- Staff Project Team Meeting #3
- Community workshop meetings (3)
- Stakeholder focus group meetings (3)

- Intercept events (2)
- Parks and Recreation Commission Meetings (2)
- City Council update #1

Deliverables:

- Community workshop meeting agenda, facilitation and summary (3)
- Stakeholders Meeting agenda, facilitation and summary (3)
- Intercept summary
- Draft and Final Survey Instrument
- Survey Report
- Needs Analysis Summary
- Parks and Recreation Commission (2) and City Council (1) briefing, presentation and summary

TASK 5: DRAFT BIKEWAYS, TRAILS, PARKS AND RECREATION MASTER PLAN UPDATE REPORT

Building on the data, analysis and community input from prior tasks, MIG will develop a Draft Master Update Report that include policies, recommendations, action items and processes in a relevant, useful and easy-to-follow document that will be the basis of the Master Plan. This plan will include necessary and relevant information distilled from the Planning Environment, the Existing System Analysis, the demographic projection and the combined input of citizens, stakeholders and decision-makers to date. These work products will be synthesized and summarized into three sections:

- **Analysis:** Needs, gaps and opportunities
- **Projects:** Short, medium, and long-term capital projects
- **Management and Implementation:** Action plan and funding resources

During this stage of the master plan development, an Ad Hoc committee of the Parks and Recreation Commission will assist the project team in reviewing interim products, including:

- Comprehensive project list
- Prioritization framework that defines goals and objectives from the community's input and establishes a process to evaluate projects based on them
- Project cost model detailing planning-level capital, operations and maintenance costs for each park as explained in the innovation section
- Revenue generation and funding options

- Timeline and phasing recommendations breaking the projects into short, medium and long-term projects

With a project list and preliminary prioritization process prepared, MIG will collaborate with the Staff Project Team to design and implement a series of prioritization meetings with the community, the stakeholder group and the Park and Recreation Commission. These meetings will build on the ideas generated in the Task and be based around a decision-making game that will educate and elicit input from the participants. The input from these meetings will be used to finalize the prioritization process and project list which will be integrated into an Administrative Draft Plan.

This will be the first full draft of the master plan, allowing for internal review of the complete document before release to the public. The Staff Project Team review meeting will focus on revision of this administrative draft. The resulting Public Draft Plan will be the document used for review by the community, the City's boards and commissions and the City Council.

Meetings:

- Staff Project Team Meeting #4
- Community Prioritization Meeting
- Stakeholder Prioritization Meeting
- Park and Recreation Commission Ad Hoc Committee Meeting #1
- Park and Recreation Commission Meeting #3
- Park and Recreation Commission Ad Hoc Committee Meeting #2
- Staff Project Review Team Meeting #5

Deliverables:

- Community Prioritization Meeting design, agenda and summary
- Stakeholders Prioritization Meeting design, agenda and summary
- Parks and Recreation Commission meeting #3 agenda, presentation and summary
- Draft Master Plan Update Report
- Administrative Draft Bikeways, Trails, Parks and Recreation

Master Plan (provided electronically for comment)

- Public Draft Bikeways, Trails, Parks and Recreation Master Plan (MIG to provide 5 copies)

TASK 6: SITE MASTER PLANS

MIG will develop individual park master plans (“bubble diagram”) of proposed renovations, modification and improvements /modifications and a brief written summary for each Morgan Hill park. Each site plan will be based on available aerial imagery. The site plans and summaries will identify:

- Site improvements
- New facilities or amenities
- Potential for expansion
- Components to be removed
- Timing – schedule of improvements over the next 20 years
- Planning-level cost analysis of operations, maintenance and capital improvements
- Operations and maintenance recommendations
- Sustainability upgrade recommendations
- Other key recommendations on a site-by-site basis

City Staff review of draft site master plans will be integrated into the Staff Project Team Meeting #5, aligned with the review of the Administrative Draft Plan. Site master plans will be revised with input from Staff Project Team Meeting #6, aligned with the Revised Draft Plan that will be put forward for adoption. Final modifications (if necessary) following the adoption process will be completed along with the final edits to the Adopted Plan.

Deliverables:

- Draft and Final Site Master Plans for each of the Morgan Hill parks

TASK 7: CITY BOARDS AND COMMISSIONS STUDY SESSIONS

MIG will develop a presentation and walk-through of the Draft Master Plan and Park Master Plans for the City’s Boards and Commissions for input and feedback. This task includes a presentation and display materials and presentation that can be used at three study session-format meetings. The Parks and Recreation Commission will be scheduled first to include an update on the Ad Hoc Committee’s work and the resulting plan. The City Council will be scheduled last and will include an update on the input from the other study sessions as well as the Community Master Plan Review Meeting (Task 7). MIG will prepare a brief summary report for each meeting, highlighting input into the Draft Plan.

Meetings:

- Parks and Recreation Commission Meeting #4 (Study Session)
- Planning Commission (Study Session)
- City Council (Study Session)

Deliverables:

- Meeting Agenda and Presentations
- Meeting Summary Reports (one for each meeting)

TASK 8: COMMUNITY MASTER PLAN REVIEW MEETING

Utilizing the information developed for the study sessions (Task 6), MIG will design a community-wide review meeting to present the Draft Master Plan to the community and gather feedback and input before the document is finalized.

This meeting will be designed to allow participants to quickly learn about the broad directions of the plan and zero in on the topics they are most interested in providing feedback about.

Meetings:

- Community Master Plan Review Meeting

Deliverables:

- Community Meeting Agenda and Materials
- Community Meeting Summary Report

TASK 9: MASTER PLAN

Based on the combined input of City Boards, Commissions, City Council and the community, MIG and the Staff Project Team will identify the necessary revisions and update the Draft Master Plan Report to reflect the input received. This revised document will be finalized as the Revised Draft Bikeways, Trails, Parks and Recreation Master Plan. This version of the document will be presented to the Parks and Recreation Commission for their review and recommendation and to City Council for adoption.

Following adoption and final changes will be integrated into the Adopted Bikeways, Trails, Parks, and Recreation Master Plan.

Meetings:

- Staff Project Team Review Meeting #6
- Parks and Recreation Commission Meeting #4 (Presentation of Master Plan)
- Parks and Recreation Commission Meeting #5 (Approval of Master Plan)
- City Council Meeting (Adoption of Plan)

Deliverables:

- Revised Draft Bikeways, Trails, Parks and Recreation Master Plan (MIG to provide 5 copies)
- Adopted Bikeways, Trails, Parks and Recreation Master Plan (MIG to provide 5 copies)

TASK 10: SUPPLEMENTAL WORK

Supplemental work is to be authorized by the City of Morgan Hill for additional services on an as-needed basis.

EXHIBIT B
SCHEDULE OF COMPENSATION RATES

Exhibit B: Schedule of Compensation Rates

Scope	Labor Categories	Est. Hours	Hourly Rate	Extended Rate
Task 1 Work Plan	Lauren Schmitt, Consulting Principal	4	\$157.19	\$628.76
	Scott Davidson, Project Director	5	\$174.69	\$873.45
	Ellie Fiore, Project Manager	14	\$126.64	\$1,772.96
	Molly Conney-Mesker, Project Associate	8	\$87.34	\$698.72
	Project Assistant	6	\$75.69	\$454.14
Task 1 Direct Costs*				\$1,250.00
Total Not To Exceed, Task 1		37		\$4,553.03
Task 2 City Policy and Standards Review	Lauren Schmitt, Consulting Principal	2	\$157.19	\$314.38
	Scott Davidson, Project Director	14	\$174.69	\$2,445.66
	Ellie Fiore, Project Manager	26	\$126.64	\$3,292.64
	Ben Caldwell, Planning Associate	18	\$87.34	\$1,572.12
	Molly Conney-Mesker, Project Associate	30	\$87.34	\$2,620.20
	Ashley Davenport, Landscape Designer	4	\$65.48	\$261.92
Project Assistant	6	\$75.69	\$454.14	
Task 2 Direct Costs*				\$250.00
Total Not To Exceed, Task 2		100		\$11,211.06
Task 3 Existing Bikeways, Trails, Parks Open Space and Recreation Facilities and Inventory/Analysis	Lauren Schmitt, Consulting Principal	22	\$157.19	\$3,458.18
	Scott Davidson, Project Director	46	\$174.69	\$8,035.74
	Ellie Fiore, Project Manager	94	\$126.64	\$11,904.16
	Matthew Gaber, Landscape Architect	6	\$145.56	\$873.36
	Ben Caldwell, Planning Associate	108	\$87.34	\$9,432.72
	Molly Conney-Mesker, Project Associate	68	\$87.34	\$5,939.12
	Ashley Davenport, Landscape Designer	62	\$65.48	\$4,059.76
	Project Assistant	36	\$75.69	\$2,724.84
Task 3 Direct Costs*				\$4,475.00
Total Not To Exceed, Task 3		442		\$50,902.88
Task 4 Gather and Assess Community Needs	Lauren Schmitt, Consulting Principal	10	\$157.19	\$1,571.90
	Scott Davidson, Project Director	32	\$174.69	\$5,590.08
	Ellie Fiore, Project Manager	98	\$126.64	\$12,410.72
	Ben Caldwell, Planning Associate	2	\$87.34	\$174.68
	Molly Conney-Mesker, Project Associate	40	\$87.34	\$3,493.60
Ashley Davenport, Landscape Designer	42	\$65.48	\$2,750.16	
Project Assistant	28	\$75.69	\$2,119.32	
Community Survey				\$22,000.00
Task 4 Direct Costs*				\$2,075.00
Total Not To Exceed, Task 4		252		\$52,185.46

Exhibit B: Schedule of Compensation Rates

Scope	Labor Categories	Est. Hours	Hourly Rate	Extended Rate
Task 5 Draft Bikeways, Trails, Parks, Open Space and Recreation Master Plan Update Report	Lauren Schmitt, Consulting Principal	26	\$157.19	\$4,086.94
	Scott Davidson, Project Director	76	\$174.69	\$13,276.44
	Ellie Fiore, Project Manager	92	\$126.64	\$11,650.88
	Matthew Gaber, Landscape Architect	22	\$145.56	\$3,202.32
	Ben Caldwell, Planning Associate	54	\$87.34	\$4,716.36
	Molly Conney-Mesker, Project Associate	112	\$87.34	\$9,782.08
	Ashley Davenport, Landscape Designer	88	\$65.48	\$5,762.24
	Project Assistant	42	\$75.69	\$3,178.98
	Task 5 Direct Costs*			
Total Not To Exceed, Task 5		512		\$57,156.24
Task 6 Park Site Master Plans	Lauren Schmitt, Consulting Principal	8	\$157.19	\$1,257.52
	Scott Davidson, Project Director	10	\$174.69	\$1,746.90
	Ellie Fiore, Project Manager	34	\$126.64	\$4,305.76
	Matthew Gaber, Landscape Architect	72	\$145.56	\$10,480.32
	Ben Caldwell, Planning Associate	8	\$87.34	\$698.72
	Molly Conney-Mesker, Project Associate	0	\$87.34	\$0.00
	Ashley Davenport, Landscape Designer	252	\$65.48	\$16,500.96
	Project Assistant	0	\$75.69	\$0.00
	Task 6 Direct Costs*			
Total Not To Exceed, Task 6		384		\$35,390.18
Task 7 City Boards and Commissions Study Session	Lauren Schmitt, Consulting Principal	0	\$157.19	\$0.00
	Scott Davidson, Project Director	17	\$174.69	\$2,969.73
	Ellie Fiore, Project Manager	36	\$126.64	\$4,559.04
	Matthew Gaber, Landscape Architect	2	\$145.56	\$291.12
	Molly Conney-Mesker, Project Associate	8	\$87.34	\$698.72
	Ashley Davenport, Landscape Designer	16	\$65.48	\$1,047.68
	Project Assistant	20	\$75.69	\$1,513.80
Task 7 Direct Costs*				\$450.00
Total Not To Exceed, Task 7		63		\$11,530.09

Exhibit B: Schedule of Compensation Rates

Scope	Labor Categories	Est. Hours	Hourly Rate	Extended Rate
Task 8 Community Master Plan Review Meeting	Scott Davidson, Project Director	12	\$174.69	\$2,096.28
	Ellie Fiore, Project Manager	18	\$126.64	\$2,279.52
	Molly Conney-Mesker, Project Associate	8	\$87.34	\$698.72
	Ashley Davenport, Landscape Designer	24	\$65.48	\$1,571.52
	Project Assistant	8	\$75.69	\$605.52
Task 8 Direct Costs*				\$345.00
Total Not To Exceed, Task 8		70		\$7,596.56
Task 9 Bikeways, Trails, Parks, Open Space and Recreation Master Plan	Lauren Schmitt, Consulting Principal	6	\$157.19	\$943.14
	Scott Davidson, Project Director	20	\$174.69	\$3,493.80
	Ellie Fiore, Project Manager	42	\$126.64	\$5,318.88
	Matthew Gaber, Landscape Architect	8	\$145.56	\$1,164.48
	Ben Caldwell, Planning Associate	8	\$87.34	\$698.72
	Molly Conney-Mesker, Project Associate	44	\$87.34	\$3,842.96
	Ashley Davenport, Landscape Designer	28	\$65.48	\$1,833.44
Project Assistant	20	\$75.69	\$1,513.80	
Task 9 Direct Costs*				\$550.00
Total Not To Exceed, Task 9		84		\$19,359.22
Task 10 Supplemental Work				
	Lump Sum			\$9,110.78
Total Not to Exceed, Task 10				\$9,110.78
10% Administrative Mark-up				\$1,004.50
TOTAL NOT TO EXCEED (TASKS 1 - 10)		1,560		\$260,000.00

Exhibit B: Schedule of Compensation Rates

Scope	Labor Categories	Est. Hours	Hourly Rate	Extended Rate
-------	------------------	------------	-------------	---------------

Direct costs include project expenses such as photocopying (large-quantity); plotting; and printing (b&w, color); the cost of communications including long-distance telephone (excluding cell phones), facsimile, postage, courier, and other delivery costs; mileage charge for personal autos (which will be the currently applicable mileage rate established by the Internal Revenue Service); and all other travel expenses such as accommodations, parking, tolls, etc. Direct costs are charged at cost, plus 10%.

Exhibit B: Additional Scope

Task 11: Estimate the Economic and Fiscal Impact of City Owned Sports Facilities including the Aquatics Center (AC) and Outdoor Sports Center (MHOSC)

Goal: Measuring the Economic and Fiscal Impact of Tournaments/Meets/Events at AC and MHOSC

- CONSULTANT shall determine the Economic and Fiscal Impact of the AC and MHOSC facilities accounting for number of events, event types, attendances, retail/restaurant/hotel spending on the City of Morgan Hill.
- CONSULTANT shall develop a report based upon four primary surveys for AC and MHOSC calculating the Economic and fiscal Impact from those venues and then estimating the annual impact from all events.

Consultant Responsibilities

1. Consultant shall conduct 4 Primary Surveys at City facilities. City shall recommend and approved dates and times for surveys. Surveys must be completed by November 30, 2016.
2. Analyze event data provided by City of Morgan Hill and Morgan Hill Youth Sports Alliance
3. Utilize sound research methodology for measuring direct visitor (Visitor is defined as an individual that is not residing in Morgan Hill) impact spending
4. Produce a report with survey findings and estimate an annual fiscal and economic impact from programmed events.
5. Provide a minimum of 4 project related meetings/calls with City staff. At least one of those meetings will be an in person meeting to present findings to the Morgan Hill City Council.

City will provide the following in support of work on this project

Allow Consultant(s) access to facilities for survey collection

1. City provide an approximate goals for number of each respondent type
2. Identify a contact person for each event/tournament
3. Identify a contact person for each venue
4. List any vendors (outside food, party rental, etc.) for event, with contact names
5. Provide event logo for each event (assuming one is available)
6. Designate a meeting spot for consultant to store needed supplies
7. Identify meet/tournaments to be surveyed
8. Identify a Giveaway/Prize(s) for taking survey participation
9. Provide update on local tax rates (sales tax rate, transient Occupancy rate, any parking revenue or gate taxes)
10. Provide any historical estimates of attendance and number and type of events.

Task 12: Evaluate facility utilization (market assessment) and tournament/meet programming opportunities (gap analysis) for both the Aquatics Center and Outdoor Sports Center

Goal: Determine whether facility utilization is being maximized to achieve City Council goals given proximity to other regional assets and venues.

- CONSULTANT shall determine whether 2016 tournament/meet programming are maximizing facility utilization year round with an eye towards growing economic and fiscal impact.

- CONSULTANT shall develop a report using national, state and region tournament/meet requirements including information from National Association of Sports Commissions (NASC) in determining appropriate programming requirements in Morgan Hill.

Consultant Responsibilities

1. Conduct a market assessment for national, state and regional tournament/meets/events
2. Consultant to evaluate conditions of current facilities related to attracting new tournaments/meets/events
3. Inventory regional competition for tournament/meets
4. Inventory regional assets that compete or compliment Morgan Hill assets
5. Identify gap analysis related to City goals
6. Identify operating agreement improvements for operational efficiency
7. Compare assessment of with potential new facilities identified through the master plan update process to make recommendations on new facility development.
8. Produce a report with findings and recommendations on facility development, utilization, and programming
9. Assume a total of four project related meetings/calls with City staff. At least one of those meetings will be an in person meeting to present findings to the Morgan Hill City Council

City will provide the following in support of work on this project

1. Provide consultant City Council goals and priorities related to recreation programming for residents of Morgan Hill (balance competing priorities)
2. Provide consultant 2016 City Council goals and priorities
3. City to provide overview of meets/tournaments programmed for 2016
4. City to provide necessary maintenance requirements (sinking fund/maintenance fund)
5. City to provide operating agreement requirements

Task 13: Development of Parks, Bikeways and Trails Map of Current Park, Bikeway and Trail Resources for Use by Residents

Goal: Provide a tool to encourage the use of existing parks, bikeways and trails in the short term.

Consultant Responsibilities

Part 1: Project Initiation and Confirm Work Products

MIG will meet with City and County of Santa Clara staff to confirm the purpose, audience, content and look and feel for the map. MIG will produce one City-wide map with call-out features and written information.

Part 2: Draft Map and Client Review

Using the data and base map developed earlier in the Plan process, MIG will create a draft map for review by City and County staff. Draft products will be developed in Word and Adobe Illustrator. City staff will provide a consolidated set of comments for MIG.

Part 3: Final Map

MIG will update the map to reflect client comments and create final deliverables for printing, posting and distribution in pdf format. MIG will provide source files in Illustrator and final products in pdf to the City of Morgan Hill.

Exhibit C: Total Not to Exceed Costs for the Following Tasks included in contract amendment

Task 11: Economic and Fiscal Impact Analysis	\$25,000
Task 12: Market Assessment and Gap Analysis	\$20,000
Expenses for Tasks 1&2: Travel, printing and other direct costs	\$6,000
Task 13: User Map Development	\$15,000
Total for Tasks 11-13	\$66,000

Scope	Labor Categories	Est. Hours	Hourly Rate	Extended Rate
Task 1 Work Plan	Lauren Schmitt, Consulting Principal	4	\$157.19	\$628.76
	Scott Davidson, Project Director	5	\$174.69	\$873.45
	Ellie Fiore, Project Manager	14	\$126.64	\$1,772.96
	Molly Conney-Mesker, Project Associate	8	\$87.34	\$698.72
	Project Assistant	6	\$75.69	\$454.14
Task 1 Direct Costs*				\$1,250.00
Total Not To Exceed, Task 1		37		\$4,553.03
Task 2 City Policy and Standards Review	Lauren Schmitt, Consulting Principal	2	\$157.19	\$314.38
	Scott Davidson, Project Director	14	\$174.69	\$2,445.66
	Ellie Fiore, Project Manager	26	\$126.64	\$3,292.64
	Ben Caldwell, Planning Associate	18	\$87.34	\$1,572.12
	Molly Conney-Mesker, Project Associate	30	\$87.34	\$2,620.20
	Ashley Davenport, Landscape Designer	4	\$65.48	\$261.92
Project Assistant	6	\$75.69	\$454.14	
Task 2 Direct Costs*				\$250.00
Total Not To Exceed, Task 2		100		\$11,211.06
Task 3 Existing Bikeways, Trails, Parks Open Space and Recreation Facilities and Inventory/Analysis	Lauren Schmitt, Consulting Principal	22	\$157.19	\$3,458.18
	Scott Davidson, Project Director	46	\$174.69	\$8,035.74
	Ellie Fiore, Project Manager	94	\$126.64	\$11,904.16
	Matthew Gaber, Landscape Architect	6	\$145.56	\$873.36
	Ben Caldwell, Planning Associate	108	\$87.34	\$9,432.72
	Molly Conney-Mesker, Project Associate	68	\$87.34	\$5,939.12
	Ashley Davenport, Landscape Designer	62	\$65.48	\$4,059.76
	Project Assistant	36	\$75.69	\$2,724.84
Task 3 Direct Costs*				\$4,475.00
Total Not To Exceed, Task 3		442		\$50,902.88
Task 4 Gather and Assess Community Needs	Lauren Schmitt, Consulting Principal	10	\$157.19	\$1,571.90
	Scott Davidson, Project Director	32	\$174.69	\$5,590.08
	Ellie Fiore, Project Manager	98	\$126.64	\$12,410.72
	Ben Caldwell, Planning Associate	2	\$87.34	\$174.68
	Molly Conney-Mesker, Project Associate	40	\$87.34	\$3,493.60
Ashley Davenport, Landscape Designer	42	\$65.48	\$2,750.16	
Project Assistant	28	\$75.69	\$2,119.32	
Community Survey				\$22,000.00
Task 4 Direct Costs*				\$2,075.00
Total Not To Exceed, Task 4		252		\$52,185.46

Scope	Labor Categories	Est. Hours	Hourly Rate	Extended Rate	
Task 5 Draft Bikeways, Trails, Parks, Open Space and Recreation Master Plan Update Report	Lauren Schmitt, Consulting Principal	26	\$157.19	\$4,086.94	
	Scott Davidson, Project Director	76	\$174.69	\$13,276.44	
	Ellie Fiore, Project Manager	92	\$126.64	\$11,650.88	
	Matthew Gaber, Landscape Architect	22	\$145.56	\$3,202.32	
	Ben Caldwell, Planning Associate	54	\$87.34	\$4,716.36	
	Molly Conney-Mesker, Project Associate	112	\$87.34	\$9,782.08	
	Ashley Davenport, Landscape Designer	88	\$65.48	\$5,762.24	
	Project Assistant	42	\$75.69	\$3,178.98	
	Task 5 Direct Costs*			\$1,500.00	
	Total Not To Exceed, Task 5		512		\$71,562.24
Task 6 Park Site Master Plans	Lauren Schmitt, Consulting Principal	8	\$157.19	\$1,257.52	
	Scott Davidson, Project Director	10	\$174.69	\$1,746.90	
	Ellie Fiore, Project Manager	34	\$126.64	\$4,305.76	
	Matthew Gaber, Landscape Architect	72	\$145.56	\$10,480.32	
	Ben Caldwell, Planning Associate	8	\$87.34	\$698.72	
	Molly Conney-Mesker, Project Associate	0	\$87.34	\$0.00	
	Ashley Davenport, Landscape Designer	252	\$65.48	\$16,500.96	
	Project Assistant	0	\$75.69	\$0.00	
	Task 6 Direct Costs*			\$400.00	
	Total Not To Exceed, Task 6		384		\$35,390.18
Task 7 City Boards and Commissions Study Session	Lauren Schmitt, Consulting Principal	0	\$157.19	\$0.00	
	Scott Davidson, Project Director	17	\$174.69	\$2,969.73	
	Ellie Fiore, Project Manager	36	\$126.64	\$4,559.04	
	Matthew Gaber, Landscape Architect	2	\$145.56	\$291.12	
	Molly Conney-Mesker, Project Associate	8	\$87.34	\$698.72	
	Ashley Davenport, Landscape Designer	16	\$65.48	\$1,047.68	
	Project Assistant	20	\$75.69	\$1,513.80	
	Task 7 Direct Costs*			\$450.00	
	Total Not To Exceed, Task 7		63		\$11,530.09

Scope	Labor Categories	Est. Hours	Hourly Rate	Extended Rate
Task 8 Community Master Plan Review Meeting	Scott Davidson, Project Director	12	\$174.69	\$2,096.28
	Ellie Fiore, Project Manager	18	\$126.64	\$2,279.52
	Molly Conney-Mesker, Project Associate	8	\$87.34	\$698.72
	Ashley Davenport, Landscape Designer	24	\$65.48	\$1,571.52
	Project Assistant	8	\$75.69	\$605.52
Task 8 Direct Costs*				\$345.00
Total Not To Exceed, Task 8		70		\$7,596.56
Task 9 Bikeways, Trails, Parks, Open Space and Recreation Master Plan	Lauren Schmitt, Consulting Principal	6	\$157.19	\$943.14
	Scott Davidson, Project Director	20	\$174.69	\$3,493.80
	Ellie Fiore, Project Manager	42	\$126.64	\$5,318.88
	Matthew Gaber, Landscape Architect	8	\$145.56	\$1,164.48
	Ben Caldwell, Planning Associate	8	\$87.34	\$698.72
	Molly Conney-Mesker, Project Associate	44	\$87.34	\$3,842.96
	Ashley Davenport, Landscape Designer	28	\$65.48	\$1,833.44
Project Assistant	20	\$75.69	\$1,513.80	
Task 9 Direct Costs*				\$550.00
Total Not To Exceed, Task 9		84		\$19,359.22
Task 10 Supplemental Work				
	Lump Sum			\$9,110.78
Total Not to Exceed, Task 10				\$1,004.50
10% Administrative Mark-up				
TOTAL NOT TO EXCEED (TASKS 1 - 10)		1,560		\$260,000.00

Scope	Labor Categories	Est. Hours	Hourly Rate	Extended Rate
-------	------------------	------------	-------------	---------------

Direct costs include project expenses such as photocopying (large-quantity); plotting; and printing (b&w, color); the cost of communications including long-distance telephone (excluding cell phones), facsimile, postage, courier, and other delivery costs; mileage charge for personal autos (which will be the currently applicable mileage rate established by the Internal Revenue Service); and all other travel expenses such as accommodations, parking, tolls, etc. Direct costs are charged at cost, plus 10%.