

CONSULTING SERVICES AGREEMENT

1. Special Conditions. These Special Conditions are incorporated below by reference.

(a) Public Agency: Contra Costa County Public Works

(b) Consultant's Name & Address: Kluber & Associates, Inc.
819 Marina Vista
Martinez, CA 94553

(c) Project Name, Number, & Location: Landscape Architectural Services
Countywide
Project No.: Various

(d) Effective Date: April 1, 2009 (e) Payment Limit(s): \$150,000.00

(f) Completion Date(s): March 31, 2011

2. Signatures. These signatures attest the parties' agreement hereto:

PUBLIC AGENCY
 By: Julia R. Bueren
Public Works Director/
Chief Engineer, or Designee

CONSULTANT
 By: Frank Kluber, President
 (Designate official capacity in the business Type of Business:
 (sole proprietorship, government agency, partnership, corporation, etc.)
 If Corporation, State of Incorporation: California
 By: Frank Kluber, Secretary
 (Designate official capacity in the business)

By: _____

Note to Consultant: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president, or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civ. Code, Sec. 1190 and Corps. Code. Sec. 313.) The acknowledgment below must be signed by a Notary Public.

CERTIFICATE OF ACKNOWLEDGMENT

State of California)
)
 County of _____) ss.

attached

On the date written below, before me, the undersigned Notary Public, personally appeared the person(s) signing above for Consultant, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Dated: _____

Notary Public

(Notary's Seal)

3. Parties. Effective on the above date, the above-named Public Agency and Consultant mutually agree and promise as follows:
4. Employment. Public Agency hereby employs Consultant, and Consultant accepts such employment, to perform the professional services described herein, upon the terms and in consideration of the payments stated herein.
5. Scope of Service. Scope of service shall be as described in Appendix A, attached hereto and made a part hereof by this reference.
6. Report Disclosure Section. Any document or written report prepared hereunder by Consultant, or a subcontractor, for Public Agency shall contain, in a separate section, the numbers and dollar amounts of this contract and all subcontracts relating to the preparation of such document or written report, provided that the payment limit specified in Sec. 1(e) exceeds \$5,000.00. When multiple documents or written reports are the subject or products of this agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.
7. Insurance. Consultant shall, at no cost to Public Agency, obtain and maintain during the term hereof: (a) Workers' Compensation Insurance pursuant to state law; (b) Professional Liability Insurance with minimum coverage of \$1,000,000.00 and a maximum deductible of \$50,000.00; and (c) Comprehensive General Liability Insurance, including blanket contractual (or contractual liability) coverage, broad form property damage coverage, and coverage for owned and non-owned vehicles, with a minimum combined single limit coverage of \$500,000.00 for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property, including the loss of use thereof, arising out of each accident or occurrence, and naming Public Agency, Contra Costa County Public Works, its/their governing bodies, officers and employees as additional insureds. Consultant shall promptly furnish to Public Agency certificates of insurance evidencing such coverage and requiring 30 days' written notice to Public Agency of policy lapse, cancellation or material change in coverage.
8. Payment. Public Agency shall pay Consultant for professional services performed at the rates shown in Appendix B attached hereto, which include all overhead and incidental expenses, for which no additional compensation shall be allowed. Notwithstanding the foregoing, those incidental expenses specifically itemized in Appendix B shall be reimbursable by Public Agency to Consultant, provided that Consultant submits copies of receipts and, if applicable, a detailed mileage log to Public Agency. In no event shall the total amount paid to Consultant exceed the payment limit(s) specified in Sec. 1(e) without prior written approval of the Public Agency. Consultant's billing statements shall be submitted at convenient intervals approved by Public Agency and shall list, for each item of services, the employee categories, hours and rates. Public Agency will pay consultant in accordance with the requirements of Civil Code Section 3320 as applicable.
9. Status. The Consultant is an independent contractor, and shall not be considered an employee of Public Agency.
10. Time for Completion. Unless the time is extended in writing by Public Agency, Consultant shall complete all services covered by this Agreement no later than the Completion Date(s) listed above.
11. Record Retention and Auditing. Except for materials and records delivered to Public Agency, Consultant shall retain all materials and records prepared or obtained in the performance of this Agreement, including financial records, for a period of at least five years after Consultant's receipt of the final payment under this Agreement. Upon request by Public Agency, at no additional charge, Consultant shall promptly make such records available to Public Agency, or to authorized representatives of the state and federal governments, at a convenient location within Contra Costa County designated by Public Agency, and without restriction or limitation on their use.
12. Documentation. Consultant shall prepare and deliver to Public Agency at no additional charge, the items described in Appendix A to document the performance of this Agreement and shall furnish to Public Agency such information as is necessary to enable Public Agency to monitor the performance of this Agreement.
13. Ownership of Documents. All materials and records of a finished nature, such as final plans, specifications, reports, and maps, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of Public Agency. All materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to Public Agency at no additional charge and without restriction or limitation on their use.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

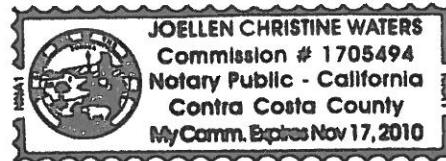
STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

On 3/16/09 before me, **JOELLEN CHRISTINE WATERS**, Notary Public, personally appeared Frank John Kluber, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ **is/are** subscribed to the within instrument and acknowledged to me that **he/she/they** executed the same in **his/her/their** authorized capacity~~(ies)~~, and that by **his/her/their** signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary Public



LOLEEN CHRISTINE WATERS
Commission # 1782194
Notary Public - California
Contra Costa County
My Comm. Expires Nov. 11, 2010



14. Extra Work. Any work or services in addition to the work or services described in Appendix A shall be performed by Consultant according to the rates or charges listed in Appendix B. In the event that no rate or charge is listed for a particular type of extra work, Consultant shall be paid for the extra work at a rate to be mutually agreed on prior to commencement of the extra work. In no event shall Consultant be entitled to compensation for extra work unless a written authorization or change order describing the work and payment terms has been executed by Public Agency prior to the commencement of the work.
15. Payment Retention. Public Agency shall retain ten percent (10%) of the monies due the Consultant as security for the fulfillment of this Agreement. After the Consultant has completed all work under this Agreement, submitted final billing, and the Public Agency has found the work to be accurate, the Public Agency will pay all withheld funds. Public Agency will pay withheld funds in accordance with the requirements of Civil Code Section 3320 as applicable. A retention will not be withheld for any "on-call" work.
16. Termination by Public Agency. At its option, Public Agency shall have the right to terminate this Agreement at any time by written notice to Consultant, whether or not Consultant is then in default. Upon such termination, Consultant shall, without delay, deliver to Public Agency all materials and records prepared or obtained in the performance of this Agreement, and shall be paid, without duplication, all amounts due for the services rendered up to the date of termination.
17. Abandonment by Consultant. In the event the Consultant ceases performing services under this Agreement or otherwise abandons the project prior to completing all of the services described in this Agreement, Consultant shall, without delay, deliver to Public Agency all materials and records prepared or obtained in the performance of this Agreement, and shall be paid for the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which Public Agency incurs as a result of such cessation or abandonment.
18. Breach. In the event that Consultant fails to perform any of the services described in this Agreement or otherwise breaches this Agreement, Public Agency shall have the right to pursue all remedies provided by law or equity. Any disputes relating to the performance of this Agreement shall not be subject to non-judicial arbitration. Any litigation involving this Agreement or relating to the work shall be brought in Contra Costa County, and Consultant hereby waives the removal provisions of Code of Civil Procedure Section 394.
19. Compliance with Laws. In performing this Agreement, Consultant shall comply with all applicable laws, statutes, ordinances, rules and regulations, whether federal, state, or local in origin. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.
20. Assignment. This Agreement shall not be assignable or transferable in whole or in part by Consultant, whether voluntarily, by operation of law or otherwise; provided, however, that Consultant shall have the right to sub-contract that portion of the services for which Consultant does not have the facilities to perform so long as Consultant notifies Public Agency of such subcontracting prior to execution of this Agreement. Any other purported assignment, transfer or sub-contracting shall be void.
21. Subcontracting. All subcontracts exceeding \$25,000 in cost shall contain all of the required provisions of this contract. Consultant will pay each subconsultant in accordance with the requirements of Civil Code Section 3321 as applicable.
22. Endorsement on Plans. Consultant shall endorse all plans, specifications, estimates, reports and other items described in Appendix A prior to delivering them to Public Agency, and where appropriate, indicate his/her registration number.
23. Patents and Copyrights. The issuance of a patent or copyright to Consultant or any other person shall not affect Public Agency's rights to the materials and records prepared or obtained in the performance of this Agreement. Public Agency reserves a license to use such materials and records without restriction or limitation, and Public Agency shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by Public Agency shall continue for a period of fifty years from the date of execution of this Agreement, unless extended by operation of law or otherwise.

24. Indemnification. Consultant shall indemnify, defend, save, protect, and hold harmless Public Agency, its governing body, officers, employees, representatives, and agents ("Indemnitees") from any and all demands, losses, claims, costs, suits, liabilities, and expenses for any damage, injury, or death (collectively "Liability") arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control and shall make good to and reimburse Indemnitees for any expenditures, including reasonable attorneys' fees and costs, the Indemnitees may make by reason of such matters and, if requested by any of the Indemnitees, shall defend any such suits at the sole cost and expense of Consultant. Consultant's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the Public Agency or any other person; provided, however, that Consultant shall not be required to indemnify Indemnitees for the proportion of liability a court determines is attributable to the negligence or willful misconduct of the Public Agency, its governing body, officers, or employees. This indemnification clause shall survive the termination or expiration of this Agreement.
25. Heirs, Successors and Assigns. Except as provided otherwise in Section 20 above, this Agreement shall inure to the benefit of and bind the heirs, successors, executors, personal representatives, and assigns of the parties.
26. Public Endorsements. Consultant shall not in its capacity as a Consultant with Public Agency publicly endorse or oppose the use of any particular brand name or commercial product without the prior approval of the Public Agency's governing board. In its Public Agency Consultant capacity, Consultant shall not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior approval of the Public Agency's governing board. In its Public Agency Consultant capacity, Consultant shall not participate or appear in any commercially-produced advertisements designed to promote a particular brand name or commercial product, even if Consultant is not publicly endorsing a product, as long as the Consultant's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Public Agency. Notwithstanding the foregoing, Consultant may express its views on products to other Consultants, the Public Agency's governing board, its officers, or others who may be authorized by the Public Agency's governing board or by law to receive such views.
27. Project Personnel. In performing the services under this Agreement, Consultant shall use the personnel listed in Appendix C, attached hereto and made a part hereof by this reference. Changes in project personnel may only be made with Public Agency's written consent, and Consultant shall notify Public Agency in writing at least thirty (30) days in advance of any proposed change. Any person proposed as a replacement shall possess training, experience and credentials comparable to those of the person being replaced.
28. Disadvantaged Business Enterprise (DBE) Requirements (Federal aid projects only). Consultant shall comply with all applicable provisions of 49 CFR, Parts 23 and 26, and the County's Disadvantaged Business Enterprise (DBE) Program, which are incorporated into this Agreement by reference. In addition, in performing services under this Agreement, Consultant shall utilize all DBEs listed in Consultant's written response to the Public Agency's request for qualifications or request for proposal and shall pay to the listed DBEs the estimated amounts listed in Appendix B attached to this Agreement. The Consultant shall not substitute a listed DBE at any time or decrease the amount to be paid to a listed DBE without the advance, written consent of the Public Agency. If a listed DBE is proposed to be replaced, Consultant shall make a good faith effort to replace the original DBE with another DBE and shall submit to Public Agency written documentation of such effort.
29. Federal Cost Principles and Procedures (Federal aid projects only). Consultant shall comply with the following provisions, which are incorporated into this Agreement by reference: (a) the cost principles for allow ability of individual items of costs set forth in 48 CFR, Chapter 1, Part 31; (b) the administrative procedures set forth in 49 CFR, Part 18; and (c) the administrative procedures for non-profit organizations set forth in OMB Circular A-110, if applicable to Consultant. In the event that payment is made to Consultant for any costs that are determined by subsequent audit to be unallowable under 48 CFR, Chapter 1, Part 31, Consultant shall refund the payment to Public Agency within 30 days of written request from Public Agency. Should Consultant fail to do so, and should the Public Agency file legal action to recover the refund, Consultant shall reimburse the Public Agency for all attorney's fees, costs, and other expenses incurred by Public Agency in connection with such action.

APPENDIX A
KLUBER & ASSOCIATES, INC. SCOPE OF SERVICES ON CALL

SUMMARY OF AGREEMENT

I. BACKGROUND

County is involved in the review, design and construction of various public works of improvement throughout Contra Costa County. Projects range from simple maintenance-related projects, such as slurry sealing existing road pavements, to more complex capital road, airport, and flood control channel improvement projects. In executing these projects, County, on behalf of County departments and districts in Contra Costa County, at times has a need to contract with persons specially trained, experienced, expert and competent to perform special services, including landscape architectural services. For that reason, and in accordance with Government Code 31000, County is entering into this Agreement with Consultant. Under this Agreement, Consultant will provide landscape architectural services on an "on call" basis in support of a variety of landscape projects throughout Contra Costa County.

II. TASK ORDER AUTHORIZATION PROCEDURES

A. STANDARD TASK ORDER REQUESTS

During the term of this Agreement, when County has a need for Consultant to provide Landscape Architectural services, County will deliver a written Task Order Request to Consultant, in the form included hereto as Attachment 1. Within 2 working days following delivery of the Task Order Request, Consultant shall provide a written Task Order Response, in the form attached hereto as Attachment 2, including a proposed scope of services for the particular Task Order Request, a proposed cost breakdown for these services and a schedule that meets County's deadlines as stated in the Task Order Request. Once County and Consultant agree to a final scope of services, cost breakdown (with a Payment Limit that does not cause the total payments under this Agreement to exceed the Payment Limit set forth in Section 1(e). Payment Limit of this Agreement) and schedule, County will deliver 2 unsigned originals of a Task Order Authorization, in the form attached hereto as Attachment 3, to Consultant for execution by Consultant. Consultant shall execute and deliver the 2 originals of the Task Order Authorization to County. Upon receipt of both signed originals of the Task Order Authorization, County shall execute both originals of the Task Order Authorization and return 1 signed original to Consultant. Consultant may not proceed with, and will not be compensated for, any services provided without a Task Order Authorization executed by County.

Consultant shall begin work promptly (but no later than **2 working days**) following County's delivery of a fully executed Task Order Authorization.

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KLUBER & ASSOCIATES, INC. SCOPE OF SERVICES ON CALL

B. URGENT TASK ORDER REQUESTS

Under certain limited circumstances, County may require Consultant to provide the services listed in Section IV. Consultant Tasks immediately, without following the Task Order Request and Task Order Response procedures set forth above. In such cases, upon verbal agreement as to the scope of services, the Payment Limit and the schedule for the particular task, County will deliver to Consultant, by personal delivery, facsimile or email, 2 unsigned originals of a Task Order Authorization. Within 24 hours following delivery of the Task Order Authorization, Consultant shall execute and deliver the 2 originals of the Task Order Authorization to County. Upon receipt of both signed originals of the Task Order Authorization, County shall execute both originals of the Task Order Authorization and return 1 signed original to Consultant.

- Hazardous, or potentially hazardous, situations that pose an immediate danger to the proper functioning of a public works facility, its users and adjoining private improvements, such as a landslide or creek bank erosion, that require immediate assessment and preparation of interim and/or permanent repair design work.

C. AUTHORIZED REPRESENTATIVES

During the term of this Agreement, the Department Head, Deputy Director, Division Head or his/her designee, on behalf of County, and the following individuals, on behalf of Consultant, are authorized to execute Task Order Requests, Task Order Responses and Task Order Authorizations for services under this Agreement:

FOR CONSULTANT: Frank Kluber

Notwithstanding anything to the contrary, the Department Head, Deputy Director, Division Head or his/her designee, is not authorized to execute a Task Order Authorization that causes the total payments under this Agreement to exceed the Payment Limit set forth in Section 1(e). Payment Limit of this Agreement.

III. COUNTY OR DISTRICT PROJECTS

During the term of this Agreement, Consultant shall perform, at County's request, Landscape Architectural services for one or more of the following types of projects:

- Plan Checking
- Construction Field Inspection
- Grounds and Facilities Inspection

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KLUBER & ASSOCIATES, INC. SCOPE OF SERVICES ON CALL

- Playground Safety Inspections
- Landscape Standards and Guidelines Update

IV. CONSULTANT TASKS

During the term of this Agreement, Consultant shall perform, at County's request, one or more of the following tasks:

A. PLAN CHECKING

1. Consultant will provide plan check services on an as-needed basis. Consultant will review the landscape improvement plans, bond estimates, and technical specifications for conformance with the County Standards and all applicable codes and regulations. Landscape improvement plan checks shall be completed at the Landscape Designer level or below, under the direction of the Landscape Architect with the majority of work provided at or below the Landscape Designer level.
2. Upon completion of a landscape improvement plan check, the Consultant shall provide to the County, written comments based on the necessary corrections to bring the plans into compliance with agreed upon standards and codes. Consultant shall provide to the County a typed hard copy and an electronic copy in Microsoft Word of all comments ready for insertion into correspondence to the applicant. The County may require other commenting methods, including but not limited to, redlines and completion of the County Landscape Standards and Guidelines Plan Review Checklist.
3. After improvements have passed a substantial completion inspection, the Consultant shall verify and plan check the As-Built Plans.

B. CONSTRUCTION FIELD INSPECTION

1. Consultant will provide field inspections of landscape improvements on an as-needed basis. At the direction of the County, Consultant will review landscape improvements for conformance with the Reviewed Landscape Improvement Plans, County Standards and other accepted landscape construction practices. Consultant will conduct field reviews under the direction of the Landscape Architect with the majority of the work provided at the Landscape Designer/Field Inspector level. During such inspections all landscape elements shall be inspected, which may include, but is not limited to: irrigation main line and lateral lines; spray heads; other irrigation components (i.e. central controlled irrigation controller, backflow preventers, vacuum relief valves, quick coupling valves,

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KLUBER & ASSOCIATES, INC. SCOPE OF SERVICES ON CALL

etc.); tree, plant, turf, and seed materials; water dams; root barriers; hardscape, xeriscape; play structures and site furniture; vaults and valve boxes; and drainage systems.

2. Upon completion of each field review, Consultant will provide to the County written comments indicating any deficiencies and the necessary corrections required to bring the landscape improvements into compliance with the reviewed plans and specifications. Consultant will provide comments in Microsoft Word, or in any other format specified by the County.

C. GROUNDS AND FACILITIES INSPECTION

Consultant will conduct grounds and facilities inspections on an as-needed basis as directed by the County. Inspections will review the County's various maintenance contractors for conformance to the maintenance standards set forth in their contracts and the County Landscape Standards and Guidelines. Consultant shall conduct inspections with the majority of work provided at the Landscape Designer/Field Inspector level. Consultant will prepare a written report that will indicate any site areas or contractor practices that have been neglected, are in need of repair, renovation, or increased service, or are otherwise generally in poor condition. The report shall indicate the suspected reason for declining condition, such as contractor neglect, disease, infestation, or overuse, and recommend a corrective course of action. The County may also seek recommendations for general improvements to the park in order to best meet the needs of the local community.

D. PLAYGROUND SAFETY INSPECTIONS

On an as-needed basis, Consultant will provide a Certified Playground Safety Inspector to inspect various play areas for any hazards or deficiencies and for conformance with all applicable laws, codes, and regulations. A report shall be prepared that indicates any problems, the suspected cause of the problem(s), and a recommended course of corrective action. If County performs repairs, Consultant will help coordinate the repairs/changes and provide a re-inspection and a follow-up report.

E. LANDSCAPE STANDARDS AND GUIDELINES UPDATE

Consultant will assist in the update of the County Landscape Standards and Guidelines, in the format required by the County. The Consultant will ensure consistency with other Public Works documents and County Ordinances.

APPENDIX A
KLUBER & ASSOCIATES, INC. SCOPE OF SERVICES ON CALL

F. ADDITIONAL SERVICES

Consultant will provide additional landscape architectural services at the request of the County. These services may include, but are not limited to: design services, construction management, assistance in preparing Master Plans and Landscape Elements, mitigation landscape reviews, inspections, miscellaneous installations, coordinating with the County to ensure project compliance with conditions of approval, coordinating final inspection, and implementation of a central controlled irrigation system. Design services may include obtaining civil site surveys and the design of civil improvements such as drainage, pedestrian paths, minor concrete structures, and miscellaneous improvements required as part of a overall landscape project. Coordination of landscape design with civil or electrical design components will be required to provide the County a final design package. Consultant will coordinate with the County to meet all County deadlines and timelines.

V. PERFORMANCE STANDARDS

Consultant shall perform Landscape Architectural services in compliance with the County Landscape Standards and Guidelines, County Design Standards and Specifications, Americans with Disabilities Act (ADA) Guidelines, and all applicable playground safety standards. Consultant shall also comply with these standards for all products such as preliminary and/or final plans (hard copy and electronic), technical specifications, calculations, and cost estimates as required by each Task Order Authorization.

VI. CERTIFICATIONS

A. PROFESSIONAL REQUIREMENTS

Consultant certifies its employees who will perform work under this Agreement possess a valid and current California Landscape Architectural License and a Playground Safety Inspector Certificate issued by the National Recreation and Park Association, National Playground Safety Institute.

B. REQUIRED KNOWLEDGE

Consultant certifies its employees who will perform work under this Agreement possess knowledge and experience in working with central controlled irrigation systems, the Rain Master Evolution DX2 central controlled irrigation controller and related components such as satellite weather stations and radio relays, the County Landscape Standards and Guidelines, Americans with Disabilities Act (ADA) Guidelines, all applicable playground safety standards, and will have experience in providing a public agency with services similar to the following.

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KLUBER & ASSOCIATES, INC. SCOPE OF SERVICES ON CALL

VII. PAYMENT DEMANDS

Consultant shall submit a written demand or invoice for the services provided under each Task Order Authorization either (a) upon completion of the services described in the Task Order Authorization if the services take less than one month to complete; or (b) monthly, if the services under a Task Order Authorization take more than one month to complete. In each case, Consultant shall describe the work performed and list, for each item of services, the employee categories, hours and rates (as set forth in Appendices B and C). All payment demands and payments hereunder are subject to Section 8. Payment of this Agreement, except that County shall release funds withheld with respect to any particular Task Order Authorization after Consultant has completed all work under that Task Order Authorization, submitted final billing for such work, and the Department Head has approved the work.

VIII. NON-EXCLUSIVE AGREEMENT

Consultant acknowledges that this Agreement is not exclusive and that County may, at any and all times during the term of this Agreement, obtain Landscape Architectural services and other types of services from any appropriate source.

ATTACHMENT 1
Task Order Request

Pursuant to Section 2 of the Scope of Services for the Consulting Services Agreement entered into as of April 1, 2009, between County and Consultant, County issues this request for services as described below:

TASK ORDER NO.: _____

PROJECT NAME, NUMBER, LOCATION: _____

CONSULTANT'S NAME: _____

TASK DESCRIPTION:

DEADLINE FOR COMPLETION OF TASK SERVICES AND DELIVERABLES: _____

COUNTY

By: _____
Authorized Public Works Personnel

ATTACHMENT 2
Task Order Response

Pursuant to Section 2 of the Scope of Services for the Consulting Services Agreement entered into as of April 1, 2009, between County and Consultant, Consultant submits this response to County's request for services as described below:

TASK ORDER NO.: _____

PROJECT NAME, NUMBER, LOCATION: _____

CONSULTANT'S NAME: _____

TASK DESCRIPTION:

DEADLINE FOR COMPLETION OF TASK SERVICES AND DELIVERABLES: _____

PROPOSED SCOPE OF SERVICES FOR TASK ORDER NO.: _____

PROPOSED SCHEDULE FOR DELIVERY OF SERVICES:

COST ESTIMATE FOR TASK ORDER NO.: _____:

CONSULTANT

By: _____
Authorized Representative, Name and Title

ATTACHMENT 3
Task Order Authorization

Pursuant to Section 2 of the Scope of Services for the Consulting Services Agreement entered into as of April 1, 2009, between County and Consultant, and subject to all of the terms and conditions of the Services Agreement, County issues this Task Order Authorization for, and Consultant shall perform, the services described below:

TASK ORDER NO.: _____

PROJECT NAME, NUMBER, LOCATION: _____

CONSULTANT'S NAME: _____

TASK DESCRIPTION:

DEADLINE FOR COMPLETION OF TASK SERVICES AND DELIVERABLES: _____

SCOPE OF SERVICES FOR TASK ORDER NO.: _____

SCHEDULE FOR DELIVERY OF SERVICES:

COST ESTIMATE FOR TASK ORDER NO.: _____

PAYMENT LIMIT FOR TASK ORDER NO.: _____ : \$ _____

COUNTY By: _____ Department Head/ Deputy Director/ Division Head	CONSULTANT By: _____ Authorized Representative, Name and Title
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APPENDIX B
KLUBER & ASSOCIATES, INC. RATE SCHEDULE
Effective Date: April 1, 2009 through March 31, 2011

A. Labor Rates

Principal	\$125.00/ hr
Senior Associate	\$110.00/ hr
Associate	\$ 85.00/ hr
Landscape Technician	\$ 55.00/ hr

B. Reimbursables (with Receipts)

Subconsultants	At-Cost
Mileage	Federal Current Rate/ Mile

Office supplies, in-house letter and tabloid size black and white printing, postage, faxing, copying, landline and cellular calls and other incidentals are not charged to projects.

APPENDIX C
KLUBER & ASSOCIATES, INC. PROJECT STAFF
Effective Date: April 1, 2009 through March 31, 2011

<u>Name</u>	<u>Title</u>
Frank Kluber	Principal
Frank Kluber	Senior Associate
Frank Kluber	Associate
Frank Kluber	Landscape Technician

APPROVALS/ACKNOWLEDGEMENTS
(Consulting Services Amendment & Contract)

\$100,000.01 and Over

APPROVALS

RECOMMENDED BY THE DEPARTMENT

By: 
Designee

CONSULTANT

KLUBER & ASSOCIATES, INC
Print name of business entity

APPROVED BY COUNTY ADMINISTRATOR

By: _____
Designee

By: Frank Kluber
Signature of individual or officer

FORM APPROVED BY COUNTY COUNSEL

By: 
Designee 03/16/09

By: FRANK KLUBER, PRESIDENT
Print name and title A, if applicable

By: Frank Kluber
Signature of individual or officer

By: FRANK KLUBER, SECRETARY
Print name and title B, if applicable

Note to Consultant: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1190 and corps. Code, Sec. 313). The acknowledgement below must be signed by a Notary Public.

ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

On _____, before me, _____, (insert name and title of the officer) Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that **he/she/they** executed the same in **his/her/their** authorized capacity(ies), and that by **his/her/their** signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of _____

(SEAL)
Notary Public

Handwritten text, possibly a name or title, located in the upper left quadrant.

Handwritten text, possibly a name or title, located in the middle left quadrant.

Handwritten text, possibly a name or title, located in the lower left quadrant.

Handwritten text, possibly a name or title, located in the lower middle quadrant.

Handwritten text, possibly a name or title, located in the lower left quadrant.

Handwritten text, possibly a name or title, located in the upper right quadrant.

Handwritten text, possibly a name or title, located in the middle right quadrant.