

WEED RECREATION & PARKS DISTRICT
DESIGN PROFESSIONAL SERVICES CONTRACT

This Contract is entered into on the date when it has been both approved by the Weed Recreation & Parks District Board of Directors and signed by all other parties to it.

DISTRICT: WEED RECREATION & PARKS DISTRICT (WRPD)
161 E. Lincoln Avenue, Weed, California 96094

And

CONTRACTOR: Melton Design Group, Inc (MDG)
Gegory Melton, President/CEO
820 Broadway Street, Chico, CA 95928
530-899-1616 Phone
Greg@meltongd.com

ARTICLE 1. TERM OF CONTRACT

1.01 Contract Term: This Contract shall become effective on October 16, 2026 and shall terminate on _____, unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of District. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between District and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

ARTICLE 3. SERVICES

3.01 Scope of Services: Contractor agrees to furnish the following services: Contractor shall provide the services described in Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the District stating the dollar value of the services, the method of payment, and any adjustment in contract time or other contract terms. All such services are to be coordinated with District and the results of the work shall be monitored by the WRPD District Administrator or his or her designee.

To the extent that Exhibit A contains terms in conflict with this Contract or to the extent that it seeks to supplement a provision regarding a subject already fully addressed in this Contract, including a clause similar to this seeking to render its language superior to conflicting language in this Contract, such language is hereby expressly deemed null and void by all parties upon execution of this Contract.

- 3.02** Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. District shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.
- 3.03** Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. District may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

ARTICLE 4. COMPENSATION

- 4.01** Compensation: In consideration for the services to be performed by Contractor, District agrees to pay Contractor in proportion to services satisfactorily performed as specified in Exhibit "A". Payment shall not exceed amount appropriated by the Board of Supervisors for such services for the fiscal year.
- 4.02** Invoices: Contractor shall submit detailed invoices for all services being rendered.
- 4.03** Date for Payment of Compensation: District shall pay within 30 days of receipt of invoices from the Contractor to the District, and approval and acceptance of the work by the District.
- 4.04** Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for District, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. District shall not be responsible for any expense incurred by Contractor in performing services for District.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

- 5.01** Contractor Qualifications: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.
- 5.02** Contract Management: Contractor shall report to the WRPD District Administrator or his or her designee who will review the activities and performance of the Contractor and administer this Contract.

- 5.03** Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from District.
- 5.04** Workers' Compensation: Contractor shall maintain a workers' compensation plan, in an amount of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease, covering all its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. The workers' compensation plan must provide a Waiver of Transfer of Rights of Recovery Against Others to Us endorsement at least as broad as ISO CG 24 04 with the District, its Directors, Officers, Agents, Volunteers and Employees scheduled on the endorsement. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.
- 5.05** Indemnification: Indemnification for non-design professional services: Contractor shall indemnify and hold District harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$2,000,000) Two Million Dollars per occurrence and (\$4,000,000) Four Million general aggregate, to cover such claims or in an amount determined appropriate by the District Risk Manager. If the amount of insurance is reduced by the District Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the District as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by District of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

Indemnification for design professional services: To the fullest extent permitted by law, including California Civil Code sections 2782, 2782.8, and. 2782.9, Contractor shall defend (with legal counsel acceptable to District), indemnify and hold harmless District, its officers, agents and employees, from and against any and all claims, demands, losses, costs, damages, injuries (including injury to or

death of an employee of Contractor or its subcontractors), expenses and liabilities of every kind, nature and attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Contractor, any subcontractor, anyone directly or indirectly employed by them or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify District, its officers, agents and employees, shall not apply to the extent that such liabilities and claims arise out of negligence, recklessness or other misconduct on behalf of the District, its officers, agents and employees. To the extent there is an obligation to indemnify under this Paragraph, Contractor shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Contractor's negligence, recklessness or willful misconduct.

5.06 General Liability and Automobile Insurance: During the term of this Contract, Contractor shall obtain and keep in full force and effect a commercial, general liability with limits no less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) general aggregate and automobile policy or policies of no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage; the District, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by District or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as may otherwise be acceptable to District. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to District. The District will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to District.

5.07 Certificate of Insurance and Endorsements: Contractor shall obtain and file with the District prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and 5.10 and which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to District prior to the effective date of such cancellation. **Naming the District as a "Certificate Holder" or other similar language is NOT sufficient satisfaction of the requirement.** Prior to commencement of performance of services by Contractor and prior to any obligations of District, contractor shall file certificates of insurance with District showing that Contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. **If changes are made during the term of this Contract, no work shall be performed under this agreement, and no**

payment may be made until such certificate of insurance evidencing the coverage in paragraphs, 5.05, the general liability policy set forth in 5.06 and 5.10 are provided to District.

- 5.08 Public Employees Retirement System (CalPERS):** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the District, Contractor shall indemnify, defend, and hold harmless District for the payment of any employee and/or employer contributions of CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of District. Contractor understands and agrees that his personnel are not, and will not be, eligible for memberships in, or any benefits from, any District group plan for hospital, surgical or medical insurance, or for membership in any District retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a District employee.
- 5.09 IRS/FTB Indemnity Assignment:** Contractor shall defend, indemnify, and hold harmless the District, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments.
- 5.10 Professional Liability:** If Contractor or any of its officers, agents, employees, volunteers, contractors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of the Contract a professional liability insurance policy with a minimum coverage level of Two Million and No/100 Dollars (\$2,000,000.00), or as determined in writing by District's Risk Management Department. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.
- 5.11 State and Federal Taxes:** As Contractor is not District's employee, Contractor is responsible for paying all required state and federal taxes. In particular:
- a. District will not withhold FICA (Social Security) from Contractor's payments;
 - b. District will not make state or federal unemployment insurance contributions on behalf of Contractor.
 - c. District will not withhold state or federal income tax from payment to Contractor.

- d. District will not make disability insurance contributions on behalf of Contractor.
- e. District will not obtain workers' compensation insurance on behalf of Contractor.

- 5.12 Records:** All reports and other materials collected or produced by the Contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of District, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of District is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the District, and Contractor hereby agrees to deliver the same to the District upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the District and are not necessarily suitable for any future or other use.
- 5.13 Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the District for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the District.
- 5.14 Assignability of Contract:** It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the District.
- 5.15 Warranty of Contractor:** Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.
- 5.16 Withholding for Non-Resident Contractor:** Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding.

Withholding is required if the total yearly payments made under this contract exceed \$1,500.00.

Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and District is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

- 5.17** Compliance with Child, Family and Spousal Support Reporting Obligations: Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Contract. Contractor's failure to cure such default within ninety (90) days of notice by District shall be grounds for termination of this Contract.
- 5.18** Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this contract is an officer or employee of District.
- 5.19** Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.
- 5.20** Bankruptcy: Contractor shall immediately notify District in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.
- 5.21** Drug-Free Workplace: Contractor hereby certifies compliance with Government Code Section 8355 and the District of Siskiyou Personnel Policy in matters relating to providing a drug-free workplace where employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance and provide the appropriate Drug-Free Workplace Certification as required by various funding sources.

ARTICLE 6. OBLIGATIONS OF DISTRICT

- 6.01** Cooperation of District: District agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

ARTICLE 7. TERMINATION

- 7.01** Termination on Occurrence of Stated Events: This Contract shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor
2. Death of Contractor

- 7.02** Termination by District for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, District, at District's option, may terminate this Contract by giving written notification to Contractor.

- 7.03** Termination for Convenience of District: District may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time of notice of termination is received.

- 7.04** Termination of Funding: District may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

ARTICLE 8. GENERAL PROVISIONS

- 8.01** Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid or return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with the paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.
- 8.02** Entire Agreement of the Parties: This contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for District and contains all the covenants and contracts between the parties with respect to the enduring of such services in any manner

whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contract, orally or otherwise, have been made by any party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the District as provided herein or as otherwise required by law.

- 8.03** Partial Invalidity: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04** Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- 8.05** Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.
- 8.06** Waiver: In the event that either District or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.
- 8.07** Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.
- 8.08** Reduction of Consideration: Contractor agrees that District shall have the right to deduct from any payments contracted for under this Contract any amount owed to District by Contractor as a result of any obligation arising prior or subsequent to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If District exercises the right to reduce the consideration specified in this Contract, District shall give Contractor notice of the amount of any off-set and the reason for the deduction.
- 8.09** Negotiated Contract: This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party

hereby represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.

- 8.10** Time is of the Essence: Time is of the essence in the performance of this Contract.
- 8.11** Materiality: The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.
- 8.12** Authority and Capacity: Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this Contract.
- 8.13** Binding on Successors: All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of Contractor's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under the Contract.
- 8.14** Cumulation of Remedies: All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.
- 8.15** No Reliance On Representations: Each party hereby represents and warrants that it is not relying, and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, District and Contractor have executed this Contract on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

WEED RECREATION & PARKS DISTRICT

Date: _____

Paula Rossetto, Board President
Weed Recreation & Parks District
County of Siskiyou
State of California

ATTEST:
Alan Shoemaker, Clerk
Weed Recreation & Parks District

By: _____

CONTRACTOR:

Date: _____

Gregory Melton, President, CEO

License No.: _____
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: 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. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. _____

EXHIBIT A

PROJECT: CHARLIE BYRD PARK RENOVATION MASTER PLAN

PROJECT UNDERSTANDING

The scope of services under this agreement includes:

- Shaded Picnic / Barbeque Area Enlargement / Event Space
- Dog Park
- Basketball Court Renovation
- Pickleball Court(s)
- Walking Loop Trail
- Restroom Remodel
- Playground Replacement
- Turf Area Renovations
- Lighting for Security and Access

The following is an outline of the professional Landscape Architectural and Planning Services MDG will provide:

SECTION 1 – SCOPE OF WORK

TASK 1 – PROJECT COORDINATION and PROGRAM DEVELOPMENT \$ 2,200

- 1.1 Kick-off Meeting with the Client to discuss the scope of work, design needs and specific desires for the project.
- 1.2 Develop program of elements and prioritize Client's wants.
 - a. Review ideas and gain a complete understanding of the project.
 - b. Discuss all possible opportunities and study opportunities and constraints directing the design.
 - c. Establish priority elements and needs for the park.
 - d. Direction on best community outreach.
- 1.3 Coordinate communication between the Team and Client throughout the design process.

TASK 2 – SITE ANALYSIS, BASE DEVELOPMENT and TOPOGRAPHY \$ 9,500

- 2.1 Site Visit and Analysis – onsite analysis to confirm existing conditions for the overall site.
 - a. Study general grades for site and existing topography to understand the elevation challenges.
 - b. Confirm utilities and drainage on plans and onsite.
 - c. Identify all elements onsite that are to remain and to be removed.
 - d. Obtain all site conditions from sun, wind, views, neighbors, uses, etc.
- 2.2 Topographic Survey of entire park with utilities, 1' contours, key spot elevations and drainage details.
- 2.3 Base Map – Use architectural plans, aerial photo(s) and site topographic survey to develop Base Map of existing site conditions.
 - a. Utilize new topography and existing plans and as-builts for the park.

TASK 3 – SCHEMATIC MASTER PLAN DEVELOPMENT and PUBLIC OUTREACH .. \$ 13,600

- 3.1 Develop schematic hand drawn plans of the entire site and optional elements for review.
 - a. Include all elements of proposed program from the District; plan view schematic plan with descriptions of all elements.

- b. Provide alternative options for key areas that warrant study with inspirational photos and costs.
 - c. Develop architectural concepts for all structures.
- 3.2 Develop a preliminary Cost Estimate for all improvements.
- 3.3 Community Outreach – Present the early options to get input about what features and amenities the public wants or prioritizes.
 - a. Facilitate three (3) community outreach meetings to gain input from the community and stakeholders.
 - Onsite.
 - At District Office.
 - Downtown Event.
 - b. Facilitate one (1) virtual presentation opportunity, to be publicized via the City's website and social media, to obtain local input.
 - c. Presentation at public meeting for Parks Commission.
- 3.4 Conceptual Rendering.
 - a. Meet with Client to review design. Make revisions and resubmit 3D during Master Plan process.
- 3.5 Present Schematic plans to Client and public for review and comment.
 - a. Cost Analysis.
 - b. Assess design options, concepts and re-assess prioritized elements.
 - c. Client to provide additional direction and comment.
- 3.6 Revisions, if needed, and presentation for approval to proceed to final Master Plan.
- 3.7 Provide support documentation for Grant submissions.
- 3.8 Develop a Digitalized Final Landscape Master Plan and 3D Rendering. Digitize drawing and finalize ideas, materials and finishes.
- 3.9 Finalize the Cost Estimate.

TASK 4 – DESIGN DEVELOPMENT and COSTS (30%) \$ 24,000

- 4.1 Develop a digitalized final landscape Master Plan and 3D Rendering.
- 4.2 Present final plan to Team.
- 4.3 Gain approval to move on to Construction Documents.

TASK 5 – CONSTRUCTION DOCUMENTS and SUBMITTALS (75%, 100%-FINAL) ... \$ 49,500

- 5.1 DEMOLITION PLAN – Show location of all elements that require removal and offsite disposal.
- 5.2 GRADING PLAN – Show location and layout of all proposed grading, drainage and utilities.
 - a. Identify areas requiring imported soil for better drainage and plant health.
 - b. Identify all landscape mounds and earth shapes.
- 5.3 ELECTRICAL/LIGHTING PLAN – Lighting location and fixture type. Coordinate all electrical fixtures, picnic and security lighting for court and path with Electrical Engineer, as needed; restroom lighting.
- 5.4 UTILITIES PLAN – Lighting, grading, drainage, MEP.
- 5.5 STRUCTURAL PLAN – Necessary structural calculations for footings for play, walls and entry monumentation.
- 5.6 CONSTRUCTION PLAN – Show location and layout of all proposed hardscape, lighting, etc.
 - a. Identify all paving locations, types, finish and detail reference.
 - b. Locate all existing conditions to remain including utilities.
 - c. Identify all material types and installation details.

- 5.7 IRRIGATION PLAN – Irrigation plan with complete water use information including all water use calculations for all planting areas.
 - a. Identify all irrigation water use zones (trees, shrubs and ground covers) along with mainline, new and existing valves, point of connection and meters.
 - b. Show new valves, flow valves and controller layout.
- WATER USE CALCULATIONS, SCHEDULING and GUIDELINES
 - c. Provide water use calculations identifying maximum applied water allowance and quantity of water use.
 - d. Develop water use schedule with seasonal adjustments.
- 5.8 PLANTING PLAN – Identify all proposed plant species, water use, size and type.
 - a. Drought tolerant, low-maintenance adaptive plants and California natives where possible.
 - b. Provide all surface material, gravel, boulders, etc.
- 5.9 DETAIL SHEETS – Construction details of all proposed elements.
- 5.10 TECHNICAL SPECIFICATIONS – Book form to describe required materials, workmanship and grading, planting and irrigation techniques. Including requirements for contractor-supplied as-built drawings.
 - a. Bid Form with any needed Alternate Bid Items.
- 5.11 COST ESTIMATE – Calculations and detailed cost estimate to verify budget and bid documents.
- 5.12 Provide QA/QC throughout CDs along with updating project schedule throughout process.
- 5.13 SUBMITTAL – Sets of development plans for the Client; revise construction documents, as required, for approval. Submittal of construction drawings to Client will occur at 75% and 100%.

TASK 6 – BID ADMINISTRATION and CONTRACTOR SELECTION \$ 3,500

- 6.1 MDG to facilitate a pre-bid walk of the site and review of plans.
- 6.2 Addenda/Requests for Information (RFIs) – Provide clarifications of the construction documents to contractors.
- 6.3 BID REVIEW – Review bids/proposals submitted to the District to verify they conform to standards set forth in the specifications of the Project.

TASK 7 – CONSTRUCTION ADMINISTRATION and INSPECTIONS (to be billed T&M, NTE) \$ 16,000

- 7.1 Attend kick off meeting with contractor to discuss methodology and schedule.
- 7.2 SUBMITTALS – Review and accept or deny required contractor submittals, cutsheets and samples.
- 7.3 RFIs/ADDENDA – Review any requests for clarification from the contractor and create addenda as needed to address.
- 7.4 CHANGE ORDERS – Review Change Order submissions for materials, methods and costs.
 - a. If MDG is not included in the review and approval of any Change Order(s), MDG accepts no liability or responsibility for costs associated with said Change Order(s).
- 7.5 SCHEDULED SITE VISITS – Participate in seven to nine (7-9) meetings / project site visits with the project contractor and Client staff to review the progress of construction and inspect at determined milestones. Additional meetings to be billed hourly.
 - a. Review all demolitions marked prior to removal.
 - b. Review rough grading and drainage prior to hardscape construction.
 - c. Review all site accessories such as fences, utilities, access.
 - d. Review hardscape layout and forming prior to pouring concrete and sample finish.

- e. Review irrigation installation, trench depth, backfill, clock adjustments and system operation.
- f. Plant material inspection (onsite, coordinate previously prior to planting).
- g. Pre-maintenance period observation and punch list to confirm completion.
- h. Final walk through/post maintenance period punch list.

COST SUMMARY PER TASK – MASTER PLAN DEVELOPMENT

TASK 1: PROJECT COORDINATION, PROGRAM DEVELOPMENT	\$ 2,200
TASK 2: SITE ANALYSIS, BASE DEVELOPMENT, TOPO	\$ 9,500
TASK 3: SCHEMATIC MASTER PLAN DEVELOPMENT, PUBLIC OUTREACH	\$ 13,600
TASK 4: DESIGN DEVELOPMENT	\$ 24,000
TASK 5: CONSTRUCTION DOCUMENTS	\$ 49,500
TASK 6: BID ADMINISTRATION	\$ 3,500
TASK 7: CONSTRUCTION ADMINISTRATION (T&M, NTE)	\$ 16,000
TOTAL	\$ 118,300

If the project scope changes in a way that could cause the additional work beyond this contract, Landscape Architect will dictate an addendum to Contract and notify Client prior to exceeding the estimate.

SECTION 2 – BASIS OF COMPENSATION

Compensation due Consultant for services described in Section 1 shall be a not to exceed fee of **\$118,300**. Charges for Services described in Section 1 shall be billed monthly in proportion to the work completed. Reimbursable expenses are included for deliverables noted above. Additional Services and reimbursables exceeding expectations shall be billed on an hourly rate / expense basis in accordance with MDG's Schedule of Rates.

SECTION 3 – ADDITIONAL SERVICES

Services not described in Section 1 shall be provided if authorized in writing by Client. Additional Services include but are not limited to:

1. Specifications General Conditions, Special Provisions, Notice to Contractors, etc. using Client-provided templates or MDG templates with agreed-upon bid information (Bid Date, Pre-Bid Date, Construction Timeframe, Liquidated Damages, etc.)
2. Additional meeting, site visits or inspections during construction.
3. Permitting fees.
4. Construction permits will be by construction contractor.
5. Work involving environmental impact reports or initial study.
6. Design for off-site improvements.
7. Geotechnical reports.
8. Construction material testing such as concrete density or soil compaction tests.
9. Work involving making or processing applications for additional permits.
10. Renderings, models, computer generated animations or other forms of presentation materials, that go beyond the stipulated plans, drawings and documents in Section 1.
11. Any service or reimbursable expense not included in or in excess of Section 1 that are provided by Melton Design Group, Inc. at your request or concurrence.

SECTION 4 – MISCELLANEOUS PROVISIONS

1. This proposal will remain valid for the time of 6 months, after which, if a contract has not been executed, MELTON DESIGN GROUP, INC. reserves the right to revise billing rates and fee amounts.
2. If the Client deems a delay of scheduled deliveries or other due dates is needed, the Client may do so by written notice to the Consultant. Delays of six (6) months or more will result in a fee increase of 5% every six (6) months while the project is delayed.
3. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.
4. MDG agrees to provide its professional services with its best skill and judgement in accordance with this Agreement; Federal, State and local laws and regulations and the generally accepted Standard of Care for Landscape Architects which are in effect at the time of this Agreement in all ways to further the interest of the Client and project(s). MDG shall furnish the services in an efficient manner and shall use its best efforts to see that the project is completed in conformity with the terms of this Agreement and consistent with the interest of the Client.
5. MDG shall use reasonable efforts to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action and other data supplied to MDG for the project.
6. Irrespective of any other term in this Agreement, MDG shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or for construction safety or any other related programs; or for another party's errors or omissions or for another party's failure to complete their work or services in accordance with MDG's documents.
7. Client acknowledges and agrees that proper project maintenance is required after the Project is complete. A lack of or improper maintenance in areas such as irrigation equipment may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.
8. MDG shall maintain records of costs, expenses and billings pertaining to services performed under this Agreement in accordance with generally accepted accounting standards. Such records shall be available to the Client or the Client's authorized representative at mutually convenient times for a period of at least three (3) years after expiration or termination of this Agreement. Client shall have the right to audit and to verify the details set forth in MDG's billings, certificates and statements, either before or after payment. The terms of this paragraph shall survive any termination of the Agreement.
9. MDG shall treat any Client-supplied information or information pertaining to the Client's business as confidential and shall not disclose any such information to others except as necessary for the performance of this Agreement or as authorized by the Client in writing.
10. This Agreement may be amended by written agreement of the Parties.
11. Landscape Architects are regulated by the State of California. Any questions concerning a Landscape Architect may be referred to:
Landscape Architects Technical Committee
2420 Del Paso Road, Suite 105, Sacramento, CA 95834. (916) 575-7230

2026 SCHEDULE OF RATES

MDG PERSONNEL

Principal Landscape Architect	\$240.00 / hour
Civil Engineer	\$225.00 / hour
Senior Project Manager	\$215.00 / hour
Project Manager	\$190.00 / hour
Project Designer	\$170.00 / hour
Irrigation Specialist	\$175.00 / hour
Senior Production Specialist	\$150.00 / hour
Production Specialist	\$135.00 / hour
Administration	\$110.00 / hour
Drone Pilot Technician	\$205.00 / hour

REIMBURSABLE EXPENSES

B & W Copies 8.5 x 11	\$.45 each
B & W Copies 11 x 17	\$.70 each
Color Copies 8.5 x 11	\$ 1.70 each
Color Copies 11 x 17	\$ 3.20 each
Binding Covers 8.5 x 11	\$ 3.90 each
Binding Covers 11 x 17	\$ 7.50 each
B & W 24 x 36 Print	\$ 7.20 each
B & W 30 x 42 Print	\$10.50 each
Color 24 x 36 Print	\$37.00 each
Color 30 x 42 Print	\$54.00 each
Foam Core 24 x 36	\$16.40 each
Foam Core 30 x 42	\$19.60 each
Flash Drive	\$12.25 each
Overnight Mail	Cost Plus 15%
Courier	Cost Plus 15%
Photography	Cost Plus 15%
Soils Analysis	Cost Plus 15%
Travel / Automobile	\$.80 per mile