

LANDSCAPE DESIGN AGREEMENT MELTON DESIGN GROUP, INC. and CITY OF WEED

This AGREEMENT, submitted on the 14th day of August 2026 shall be

BETWEEN

CLIENT: CITY OF WEED
Nancy Miller, District Administrator
161 E. Lincoln Avenue, Weed, CA 96094
530-925-4470 / WRPDMiller@outlook.com

AND

CONSULTANT: MELTON DESIGN GROUP, Inc. (MDG)
Gregory Melton, President/CEO
820 Broadway Street, Chico, CA 95928
530-899-1616 / Greg@meltondg.com

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.
 - 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.
 - Review all demolitions marked prior to removal.
 - Review rough grading and drainage prior to hardscape construction.
 - Review all site accessories such as fences, utilities, access.
 - Review hardscape layout and forming prior to pouring concrete and sample finish.
 - Review irrigation installation, trench depth, backfill, clock adjustments and system operation.
 - Plant material inspection (onsite, coordinate previously prior to planting).
 - Pre-maintenance period observation and punchlist to confirm completion.
 - Final walk through/post maintenance period punchlist.

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. 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 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. Client agrees to pay Consultant within thirty (30) days after the date of billing. Payments due Consultant and unpaid under this Agreement shall bear interest on the unpaid balance at a rate of 1.5% per month which is an annual percentage rate of 18%. If payment is not received within forty-five (45) days, Consultant may, at his discretion, stop work until payment is received. For Additional Services, provided under Section 3, compensation shall be on an hourly rates and expense basis in accordance with MDG's Schedule of Rates. Schedule of Rates to be provided at the time Additional Services are requested.

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.
2. Permitting fees.
3. Construction permits will be by construction contractor.
4. Work involving environmental impact reports or initial study.
5. Design for off-site improvements.
6. Geotechnical reports.
7. Construction material testing such as concrete density or soil compaction tests.
8. Work involving making or processing applications for additional permits.
9. Renderings, models, computer generated animations or other forms of presentation materials, that go beyond the stipulated plans, drawings and documents in Section 1.
10. 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. Charges for Services shall be billed in proportion to the work completed. Invoices are due and payable within 30 days of receipt. Agreement shall bear interest on the unpaid balance at a rate of 1.5% per month which is an annual percentage rate of 18%. If payment is not received within forty-five (45) days, Consultant may, at his discretion, stop work until payment is received.
4. This Agreement is construed and governed by the laws of the State of California. The venue for any proceeding brought by either Party in regard to any provision or obligation arising under this Agreement shall be in the county where the project is located.
5. This Agreement is the entire and integrated agreement between Client and MDG and supersedes all

- prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and MDG.
6. If any term or provision of this Agreement is held as a matter of law to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect and be enforceable without such provisions, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
 7. Neither Client nor MDG shall assign this Agreement without the written consent of the other.
 8. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.
 9. 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.
 10. 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.
 11. MDG agrees that its officers and employees do not now have a conflict of interest with respect to any aspect of this Agreement and that MDG, its officers or employees, will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of services.
 12. MDG shall maintain in force throughout the term of this Agreement insurance adequate by industry standards for professional liability and comprehensive general liability to insure against any claim or claims for damage arising in connection with MDG's performance or service provided under this Agreement.
 13. 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.
 14. Both Client and MDG agree to indemnify the other Party; its officers, directors, employees and agents; defend and hold harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except to the extent arising solely from the gross negligence or willful misconduct of either Party.
 15. Client and MDG waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement. MDG's waiver of consequential damages, however, is contingent upon the Client requiring contractor and its subcontractors to waive all consequential damages against MDG for claims, disputes or other matters in question arising out of or relating to the Project.
 16. Neither the Client nor MDG shall have any liability for any negligent act or omission of the other, its employees, officers or agents. In no event shall either Party be liable to the other Party for indirect or consequential loss of or damage to profits, business, revenue, goodwill or anticipated savings suffered by the other Party during the term of this Agreement.

17. To the extent damages are covered by property insurance during construction, Client and MDG waive all rights against each other and against the contractors, consultants, agents and employees of the other for such damages. Client or MDG, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties described in this paragraph.
18. 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.
19. 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.
20. If either Party to this Agreement institutes a proceeding in court to enforce any provision of this Agreement, or for damages by reason of any breach of this Agreement, then the Prevailing Party will be entitled to recover from the other Party all costs of the suit, including, without limitation, court costs and such amounts as the court may award as reasonable attorney's fees and expenses for services rendered to the Prevailing Party during the proceedings.
21. 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.
22. All drawings, documents, etc. prepared by MDG and MDG's sub-consultants in the course of implementing this Agreement are and remain the property of MDG. The Client has the right to use such materials at its discretion for the project named in this Agreement without further compensation to MDG or to any other party. The Client's use of provided drawings, documents, etc. and/or the use of incomplete documents outside of the project specified in, or the purpose intended by, this Agreement without written authorization from MDG is not permitted. Any such use will be at the Client's sole risk. The Client shall, to the fullest extent permitted by law, indemnify and hold harmless MDG, and any of MDG's sub-consultants, for any claims, damages, losses and expenses, including attorney fees, arising out of or resulting from any unauthorized reuse of, or changes to, any of the Project Documents not performed by MDG.
23. This Agreement may be amended by written agreement of the Parties.
24. This Agreement may be terminated by either party with or without cause, provided the other party is given not less than five calendar (5) days' written notice of intent to terminate (delivered by certified mail, return receipt requested). Client shall pay MDG the reasonable value of services rendered by MDG or MDG sub-consultants prior to termination.
25. 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



Charlie Byrd Park Renovation Master Plan
MDG (temporary) Project No: R533
August 14, 2026

Let us know if you have any questions concerning this proposal. If the above meets your approval, please sign and return a copy.

Sincerely,

Greg Melton, President / CEO
Principal Landscape Architect RLA #4217
Melton Design Group, Inc.

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



I hereby authorize Melton Design Group, Inc. to proceed with the work as set forth in this contract.

Date: _____ By: _____

Print Name: _____

Title: _____

Company: _____

NAME and ADDRESS WHERE BILLINGS ARE TO BE SENT:

Print Name and Title: _____

Company Project # or Reference Name: _____

Phone #: _____ Email: _____

Mailing Address: _____

State / Zip Code: _____

If more than one recipient for billings, please add Email below.

Email: _____

All checks are to be mailed to: **Melton Design Group, Inc.**
820 Broadway Street
Chico, CA 95928

Billing Questions: **Teresa Walsh, Controller**
(530) 899-1616, Teresa@meltong.com