

Olivehurst Public Utility District



Agenda Item Staff Report

Meeting Date: October 20, 2022

Item description/summary:

OPUD CSA Parks Master Plan update, design and maintenance standards creation and current park evaluation report. These items were discussed at several committees and Board meetings. Our parks consultants would start with the current park evaluations by visiting every single park in the CSA area and providing a detailed report of the parks condition and what could be done, along with costs, to improve the park if needed. Then the consultants would complete the update of the OPUD Parks Master Plan which has been needed for some time now to keep up with costs and changing park/recreation trends. Lastly, the consultants would develop detailed park design standards and maintenance standards to improve the quality of new park designs and the maintenance quality of existing parks.

Fiscal Analysis:

See attached proposals totaling \$118,496. The park development admin fee account, specifically for this type of work, will easily cover the cost of the work.

Employee Feedback

None

Sample Motion:

Move to approve the 3 attached proposals from MTW Group for Park design and Maintenance Standards, Park Facilities Assessment and Parks Master Plan Update for a total not to exceed \$120,000.

Prepared by:

John Tillotson, P.E., General Manager

FEE PROPOSAL/AGREEMENT

PART 1 PROJECT DESCRIPTION

1.1	PROJECT TITLE AND LOCATION:										
<p>Olivehurst PUD Design Standards and Maintenance Specifications</p> <p>Olivehurst City Yuba County Client #:</p>											
<p>The undersigned agree to the Project Description, Scope of Services, Compensation, and Terms and Conditions as described in Parts 1-3 of the following proposal and in the following attachments:</p> <ul style="list-style-type: none"> ▶ Time and Expense Fee Schedule ▶ Exhibit A (Scope of Work) ▶ Exhibit B (Other Terms and Conditions) ▶ Exhibit C (Scope of Services) <p>Both parties shall have the right to terminate this Agreement at any time upon 48 hours written notice to the other party. In the event of termination, Consultant shall be entitled to payment of its fees for services rendered through the effective date of termination and to reimbursements of expenditure made by it for the project through the effective date of termination; and the Client's license to use the Consultant's Instruments of Service as described in Exhibit B, section B.1, shall be terminated.</p>											
1.2	SUBMITTED BY (CONSULTANT)										
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PART 2 LANDSCAPE ARCHITECTURAL SERVICES

2.1 SCOPE OF SERVICES

The Consultant will visit the project site to become familiar with the observable conditions and constraints of the project, if warranted, and will provide design and layout of planting and/or sprinkler irrigation in the phases designated below. See Exhibit A (or Master Agreement) for a full description of the work to be performed in the designated phases.

Investigation, Schematic Design, Preliminary Design, Design Development, Contract Documents, Bid and Negotiation, Construction Administration.

- ▶ The Consultant will submit progress sets of Contract Documents at the following intervals: _____
- ▶ Record Documents [are] [are not] included.
- ▶ Delivery Method: Design-Bid-Build Design-Build. Lease/Leaseback
- ▶ Other: CHPS LEED _____

ITEMS NOT INCLUDED

The items listed below are not included in the Consultant’s scope of work (see also Exhibit B.4 or Master Agreement):

- | | | |
|------------------------------------|--|--------------------|
| Predesign & Modified Generic Plans | Topographic Survey | Site Lighting |
| Underground Investigation | Geological Investigations | Paving & Fountain |
| Printing of Contract Documents | Soils Test (Ag. Suitability & Soil Sterilants) | Signage |
| Location of Underground Utilities | Out-of-Town Meetings & Presentations | Rendering Drawings |
| Environmental Impact Report | Grading & Drainage | Arborist Report |
| Agency Plan Checking & Permit Fees | | |

PART 3 COMPENSATION

3.1 COMPENSATION

The fee for services described above shall be a lump sum amount of **Twenty Thousand Six Hundred Fifty Dollars**, payable in progress payments at the completion of each phase as follows:

TASK THREE	
Design Guidelines	11,200 .00
TASK FOUR	
Maintenance Specifications	9,450 .00
Total \$	20,650 .00



LANDSCAPE ARCHITECTURE AND PLANNING

TIME AND EXPENSE FEE SCHEDULE

2022 RATES

Principal in Charge	\$	175
Project Manager		150
Project Designer		150
Technician		95
Clerical Staff		70

The above hourly rates include overhead costs and benefits. Overtime is time and one-half of the above schedule: Principal's time does not apply.

Sums paid to consultants, such as Engineer or Arborist, shall be reimbursable to the Landscape Architect at cost plus ten percent (10%).

Invoices shall be submitted monthly to the client; it is expected that payments shall be made promptly (within thirty days).

All material costs shall be reimbursed at cost plus ten percent (10%) and shall include, but not be limited to, the following:

All reproduction costs, including prints, Mylar, photocopying and photographic enlargements or reproductions; art supplies; frames; presentation boards; electronic storage media; etc.

Reimbursement for automobile travel shall be \$0.58 per mile. Air travel, lodging, parking fees, etc. shall be reimbursed at cost.

Travel shall not be reimbursable if the project is within the greater Sacramento metropolitan area.

EXHIBIT A: TYPICAL SCOPE OF WORK

Not all phases are included for every project. See Fee Proposal Section 2.1 Scope of Services to determine which phases apply to this project.

GENERAL

All work will be hand drawn or in the current AutoCAD release in use by Consultant; coordination for electrical and water connections will be achieved via electronic files. All electronic data provided is to be used for reference only, and the stamped hard copy is the only reliable work product. By altering electronic data, the Client assumes responsibility for its content. The accuracy of the data cannot be guaranteed. Electronic data is furnished without guarantee of compatibility with the Client's hardware or software and without upgrades. It is the Client's responsibility to maintain electronic data and to update the files as necessary for use with the most current edition of compatible software. (See also Exhibit B.2)

The Consultant will meet with the Client to discuss the expectations of the Owner as they relate to landscape architecture; will obtain agency guidelines and ordinances pertaining to landscaping; will follow the program and the guidelines provided by the Client; will mutually coordinate all work with the Client; will keep the Client informed of progress and/or questions throughout the project; and will work together with the Client and others to meet dates for submissions and review periods.

A.1 INVESTIGATIVE PHASE

The Consultant will meet on site with the Client and/or grounds maintenance staff to observe existing conditions and limits of work; to visually compare the at-grade site improvements with the record drawings, if available; and to take pictures, if warranted. The Consultant will also meet with the Client to refine direction, standards, and Scope of Services.

A.2 MASTER PLAN PHASE

The Consultant will meet with the Client to discuss project goals, scope, budget, site constraints, and public involvement; and will continue to meet with the Client and/or attend public meetings according to the Client's schedule. The Consultant will use the list of goals/wants/needs compiled during the Client and/or public meetings to create bubble diagrams overlaying the site plan. Using additional input from Client and/or public meeting(s), the Consultant will prepare a Preliminary Master Plan detailing the design elements and showing how they will be integrated with existing features. Upon approval of the Preliminary Master Plan, the Consultant will prepare a Final Master Plan with an opinion of the probable cost of construction.

A.3 SCHEMATIC DESIGN PHASE

The Consultant will prepare several freehand sketches/conceptual studies and will meet with the Client to share ideas for the project and to determine if all basic needs have been met and costs are in line with the budget. Upon receipt of the most recent survey from the Civil Engineer, the Consultant will prepare and present to the Client two schematic studies for submission to the Owner. After one scheme has been selected by the Owner, the Consultant will begin work in the next phase, incorporating modifications to the selected scheme as requested by the Client and/or Owner.

A.4 PRELIMINARY DESIGN PHASE

The Consultant will prepare and submit to the Client a Preliminary Landscape Plan and supportive documents. These documents will address agency guidelines and ordinances and will include a suggested plant material list, suggested installation details, outline specifications, and an opinion of the probable cost of construction. After the preliminary package has been reviewed and approved by the Client, the Consultant will begin work in the next phase, incorporating modifications as requested by the Client and/or Owner.

A.5 DESIGN DEVELOPMENT PHASE

The Consultant will submit a 30 percent Contract Document package to the Client for review and comment. This package will include coordination for electrical and water connections for the sprinkler irrigation system, tree layout, sprinkler mainline layout, plant material list, sprinkler irrigation material list, outline specifications, an opinion of the probable cost of construction, and a product literature package that illustrates proposed products and operational requirements. After the 30 percent package has been reviewed and approved by the Client, the Consultant will begin work in the next phase.

Consultant

Client

A.6 CONTRACT DOCUMENTS PHASE

The Consultant will mutually coordinate with the design team and will prepare Contract Documents consisting of technical specifications, a landscape plan, and a sprinkler irrigation plan; these plans shall be complete with notes, legends, and details. Changes from review comments will be incorporated. The Consultant will submit progress sets to the Client for review. Each submittal will include construction drawings, an opinion of the probable cost of construction, and any special provisions that apply to the scope of work. Upon receipt of review comments from the last progress set, the Consultant will prepare final Contract Documents.

A.7 BID AND NEGOTIATION PHASE

The Consultant will provide assistance with the preparation of clarifications and/or addenda, if needed, and will answer bidders' questions relating to the Consultant's Scope of Services. Addenda will be prepared using the Client's updated electronic files.

A.8 CONSTRUCTION ADMINISTRATION PHASE

The Consultant will provide assistance in reviewing and processing submittals as requested by the Client. Change Orders will be prepared using the Client's updated electronic files.

Site Visits

The Consultant will visit the site during construction in order to observe the progress and quality of the work completed by the contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the contractor's work but rather to allow the Consultant to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents provided by the Consultant. Based on this/these observation(s), the Consultant will keep the Client informed about the progress of the work by providing a field report of each visit and will endeavor to guard the Client against deficiencies in the work. The Consultant does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations; neither shall the Consultant have any responsibility for the contractor's means, methods, or safety precautions.

Record Documents

Upon completion of work, the Consultant will compile for and deliver to the Client a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the contractor. The Record Documents will show significant changes made during construction. Because the Record Documents are based on unverified information provided by other parties, which the Consultant shall assume to be reliable, the Consultant cannot and does not warrant the accuracy of information provided by third parties.

ADDITIONAL SERVICES

If agreed to by the Client and the Consultant, the Consultant may provide Additional Services which are not included as part of the Scope of Services. The Consultant shall be compensated for these Additional Services on a time and expense fee basis or as agreed to by the Client and the Consultant. (See current *Time and Expense Fee Schedule*.)

- Printing and reproduction other than that described in this proposal will be considered Additional Services.
- The Consultant has based the proposed fee on the assumption that the work will be performed in progressive phases. Modifications that invalidate previously approved work will require additional design time which will be considered Additional Services. Repeat modifications and/or services resulting from unknown/unforeseen underground conditions are not anticipated in this proposal and are therefore considered Additional Services.
- Change in Scope specifically requested by the Client and/or Owner are not included in this proposal and are considered Additional Services.

Consultant

Client

EXHIBIT B: OTHER TERMS AND CONDITIONS

<p>B.1</p>	<p>Drawings, specifications, and other documents, including those in electronic form, prepared by the Consultant are Instruments of Service for use solely with respect to this project. Unless otherwise provided, the Consultant shall be deemed the author and owner of the Consultant's Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Upon execution of this agreement, the Consultant grants to the Client a nonexclusive license to reproduce the Consultant's Instruments of Service for purposes of designing, administering, using and maintaining the project, provided that the Client shall comply with all obligations, including prompt payment of all sums when due, under this agreement.</p>	<p><i>Instruments of Service</i> □</p>
<p>B.2</p>	<p>In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Consultant, the Client agrees that all such electronic files are Instruments of Service of the Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of the Consultant. The Client further agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Consultant.</p> <p>Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed Construction Documents prepared by the Consultant and electronic files, the signed or sealed hard-copy construction documents shall govern. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub consultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the Consultant or from any reuse of the electronic files without the prior written consent of the Consultant.</p> <p>Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.</p>	<p><i>Electronic Files</i> □</p> <p>designing facilities for the client.</p>
<p>B.3</p>	<p>To the maximum extent provided by law, the Client agrees to limit the liability of the Consultant and its employees and sub-consultants for the Client's damages to an amount equal to that of the Consultant's fee for the project. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.</p>	<p><i>Limitation of Liability</i> □</p>
<p>B.4</p>	<p>The Consultant is not responsible for survey or underground investigation. The Consultant provides plans based upon as-built and/or record drawings when provided by the Client. If possible, these drawings are reproduced, identified, and included in the final Contract Documents. Underground conditions unknown and unforeseen by the Consultant (e.g. materials and components in disrepair, locations not as indicated on as-built and/or record drawings, and/or hazardous materials) may cause construction costs to exceed the opinion of the probable cost of construction submitted by the Consultant. The Consultant is not responsible for these additional construction costs. Additional field time and design time to address conditions such as these are not included in the Consultant's Scope of Services.</p>	<p><i>Existing Conditions</i> □</p>

Consultant

Client

<p>B.5</p>	<p>In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the Consultant's opinion of the probable construction cost.</p>	<p><i>Opinions of the Probable Cost of Construction</i> □</p>
<p>B.6</p>	<p>If Construction Administration services are excluded from this agreement by the Client, it is understood and agreed that the Consultant's basic services will not include project observation or review of the contractor's performance or any other construction phase services, and that such services are to be provided for by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and agrees to waive any claims against the Consultant that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Consultant. If the Client requests in writing that the Consultant provide any specific construction phase services and if the Consultant agrees in writing to provide such services, then they shall be compensated for as Additional Services.</p>	<p><i>Design without Construction Administration</i> □</p>
<p>B.7</p>	<p>If the Project or the Consultant's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.</p> <p>If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.</p> <p>In addition to any damages sought by either party in litigation or arbitration, to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs.</p>	<p><i>Suspension of Project</i> □</p>
<p>B.8</p>	<p>The Consultant agrees to attempt to maintain the following limits of insurance during the period of this agreement: Professional Liability (\$1,000,000 per claim/\$1,000,000 annual aggregate), General Liability (\$1,000,000 ea. occurrence/\$2,000,000 general aggregate), and Workman Compensation (statutory limits). Evidence of insurance coverage will be provided upon request.</p>	<p><i>Insurance</i> ■</p>

Consultant

Client

FEE PROPOSAL/AGREEMENT

PART 1 PROJECT DESCRIPTION

1.1	PROJECT TITLE AND LOCATION:		
	Olivehurst PUD Park Facilities Assessment		
	Olivehurst	City Yuba	County Client #:
	<p>The undersigned agree to the Project Description, Scope of Services, Compensation, and Terms and Conditions as described in Parts 1-3 of the following proposal and in the following attachments:</p> <ul style="list-style-type: none"> ▶ Time and Expense Fee Schedule ▶ Exhibit A (Scope of Work) ▶ Exhibit B (Other Terms and Conditions) ▶ Exhibit C (Scope of Services) <p>Both parties shall have the right to terminate this Agreement at any time upon 48 hours written notice to the other party. In the event of termination, Consultant shall be entitled to payment of its fees for services rendered through the effective date of termination and to reimbursements of expenditure made by it for the project through the effective date of termination; and the Client's license to use the Consultant's Instruments of Service as described in Exhibit B, section B.1, shall be terminated.</p>		
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	John Tillotson 1970 9 th Avenue Olivehurst, CA 95961	▶ Authorized Signature	date
		530/743-0317 ph ▶ jtillotson@opud.org	
1.4	PROJECT UNDERSTANDING:	Project Budget: N/A	Lds: <input type="text"/>
		Project Area: N/A	Lds: <input type="text"/>
	<p>The consultant will provide the following:</p> <p>TASK TWO: Facilities Assessment</p> <p>The goal of the Facilities Assessment is to provide a quantitative and qualitative assessment of the OPUD park facilities, (19) in total. The design team will assess the parks for the following items: access compliance for site hardscape, play facilities, and seating areas; visual inspection of sewer and storm facilities as well as domestic and irrigation water points of connection (backflow devices); irrigation equipment and type; facility amenities such as furniture, structures, lighting, trash receptacles, etc... Each item that is assessed will be given a grade that will assist/guide OPUD in maintenance and replacement of aging items in each park based on a broad scaling system that will be developed with OPUD staff (e.g. - immediate repair, 5-year, 10-year).</p>		

PART 2 LANDSCAPE ARCHITECTURAL SERVICES

2.1 SCOPE OF SERVICES

The Consultant will visit the project site to become familiar with the observable conditions and constraints of the project, if warranted, and will provide design and layout of planting and/or sprinkler irrigation in the phases designated below. See Exhibit A (or Master Agreement) for a full description of the work to be performed in the designated phases.

Investigation, Schematic Design, Preliminary Design, Design Development, Contract Documents, Bid and Negotiation, Construction Administration.

- ▶ The Consultant will submit progress sets of Contract Documents at the following intervals: _____
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ITEMS NOT INCLUDED

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- | | | |
|------------------------------------|--|--------------------|
| Predesign & Modified Generic Plans | Topographic Survey | Site Lighting |
| Underground Investigation | Geological Investigations | Paving & Fountain |
| Printing of Contract Documents | Soils Test (Ag. Suitability & Soil Sterilants) | Signage |
| Location of Underground Utilities | Out-of-Town Meetings & Presentations | Rendering Drawings |
| Environmental Impact Report | Grading & Drainage | Arborist Report |
| Agency Plan Checking & Permit Fees | | |

PART 3 COMPENSATION

3.1 COMPENSATION

The fee for services described above shall be a lump sum amount of **Fifty-One Thousand Seven Hundred Forty-Six Dollars**, payable in progress payments at the completion of each phase as follows:

TASK TWO	
Park Facilities Assessment	
Preliminary Document Phase	27,223 .00
Final Document Phase	24,523 .00
Total \$	51,746 .00



LANDSCAPE ARCHITECTURE AND PLANNING

TIME AND EXPENSE FEE SCHEDULE

2022 RATES

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The Consultant will meet with the Client to discuss the expectations of the Owner as they relate to landscape architecture; will obtain agency guidelines and ordinances pertaining to landscaping; will follow the program and the guidelines provided by the Client; will mutually coordinate all work with the Client; will keep the Client informed of progress and/or questions throughout the project; and will work together with the Client and others to meet dates for submissions and review periods.

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Consultant

Client

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Record Documents

Upon completion of work, the Consultant will compile for and deliver to the Client a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the contractor. The Record Documents will show significant changes made during construction. Because the Record Documents are based on unverified information provided by other parties, which the Consultant shall assume to be reliable, the Consultant cannot and does not warrant the accuracy of information provided by third parties.

ADDITIONAL SERVICES

If agreed to by the Client and the Consultant, the Consultant may provide Additional Services which are not included as part of the Scope of Services. The Consultant shall be compensated for these Additional Services on a time and expense fee basis or as agreed to by the Client and the Consultant. (See current *Time and Expense Fee Schedule*.)

- Printing and reproduction other than that described in this proposal will be considered Additional Services.
- The Consultant has based the proposed fee on the assumption that the work will be performed in progressive phases. Modifications that invalidate previously approved work will require additional design time which will be considered Additional Services. Repeat modifications and/or services resulting from unknown/unforeseen underground conditions are not anticipated in this proposal and are therefore considered Additional Services.
- Change in Scope specifically requested by the Client and/or Owner are not included in this proposal and are considered Additional Services.

Consultant

Client

EXHIBIT B: OTHER TERMS AND CONDITIONS

<p>B.1</p>	<p>Drawings, specifications, and other documents, including those in electronic form, prepared by the Consultant are Instruments of Service for use solely with respect to this project. Unless otherwise provided, the Consultant shall be deemed the author and owner of the Consultant's Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Upon execution of this agreement, the Consultant grants to the Client a nonexclusive license to reproduce the Consultant's Instruments of Service for purposes of designing, administering, using and maintaining the project, provided that the Client shall comply with all obligations, including prompt payment of all sums when due, under this agreement.</p>	<p><i>Instruments of Service</i> □</p>
<p>B.2</p>	<p>In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Consultant, the Client agrees that all such electronic files are Instruments of Service of the Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of the Consultant. The Client further agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Consultant.</p> <p>Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed Construction Documents prepared by the Consultant and electronic files, the signed or sealed hard-copy construction documents shall govern. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub consultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the Consultant or from any reuse of the electronic files without the prior written consent of the Consultant.</p> <p>Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.</p>	<p><i>Electronic Files</i> □</p>
<p>B.3</p>	<p>To the maximum extent provided by law, the Client agrees to limit the liability of the Consultant and its employees and sub-consultants for the Client's damages to an amount equal to that of the Consultant's fee for the project. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.</p>	<p><i>Limitation of Liability</i> □</p>
<p>B.4</p>	<p>The Consultant is not responsible for survey or underground investigation. The Consultant provides plans based upon as-built and/or record drawings when provided by the Client. If possible, these drawings are reproduced, identified, and included in the final Contract Documents. Underground conditions unknown and unforeseen by the Consultant (e.g. materials and components in disrepair, locations not as indicated on as-built and/or record drawings, and/or hazardous materials) may cause construction costs to exceed the opinion of the probable cost of construction submitted by the Consultant. The Consultant is not responsible for these additional construction costs. Additional field time and design time to address conditions such as these are not included in the Consultant's Scope of Services.</p>	<p><i>Existing Conditions</i> □</p>

Consultant

Client

<p>B.5</p>	<p>In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the Consultant's opinion of the probable construction cost.</p>	<p><i>Opinions of the Probable Cost of Construction</i> □</p>
<p>B.6</p>	<p>If Construction Administration services are excluded from this agreement by the Client, it is understood and agreed that the Consultant's basic services will not include project observation or review of the contractor's performance or any other construction phase services, and that such services are to be provided for by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and agrees to waive any claims against the Consultant that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Consultant. If the Client requests in writing that the Consultant provide any specific construction phase services and if the Consultant agrees in writing to provide such services, then they shall be compensated for as Additional Services.</p>	<p><i>Design without Construction Administration</i> □</p>
<p>B.7</p>	<p>If the Project or the Consultant's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.</p> <p>If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.</p> <p>In addition to any damages sought by either party in litigation or arbitration, to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs.</p>	<p><i>Suspension of Project</i> □</p>
<p>B.8</p>	<p>The Consultant agrees to attempt to maintain the following limits of insurance during the period of this agreement: Professional Liability (\$1,000,000 per claim/\$1,000,000 annual aggregate), General Liability (\$1,000,000 ea. occurrence/\$2,000,000 general aggregate), and Workman Compensation (statutory limits). Evidence of insurance coverage will be provided upon request.</p>	<p><i>Insurance</i> ■</p>

Consultant

Client

FEE PROPOSAL/AGREEMENT

PART 1 PROJECT DESCRIPTION

1.1	PROJECT TITLE AND LOCATION:		
	Olivehurst PUD Park Master Plan		
	Olivehurst	City Yuba	County Client #:
	<p>The undersigned agree to the Project Description, Scope of Services, Compensation, and Terms and Conditions as described in Parts 1-3 of the following proposal and in the following attachments:</p> <ul style="list-style-type: none"> ▶ Time and Expense Fee Schedule ▶ Exhibit A (Scope of Work) ▶ Exhibit B (Other Terms and Conditions) ▶ Exhibit C (Scope of Services) <p>Both parties shall have the right to terminate this Agreement at any time upon 48 hours written notice to the other party. In the event of termination, Consultant shall be entitled to payment of its fees for services rendered through the effective date of termination and to reimbursements of expenditure made by it for the project through the effective date of termination; and the Client's license to use the Consultant's Instruments of Service as described in Exhibit B, section B.1, shall be terminated.</p>		
1.2	SUBMITTED BY (CONSULTANT)		
	MTWgroup 2707 K Street, Suite 201 Sacramento, CA 95816	▶ Bryan H. Walker, ASLA, LEED® Green Assoc. Principal Landscape Architect (LA 5453)	date
		916/369-3990 ph ▶ bryan@mtwgroup.com	
1.3	ACCEPTED BY (CLIENT)		
	John Tillotson 1970 9 th Avenue Olivehurst, CA 95961	▶ Authorized Signature	date
		530/743-0317 ph ▶ jtillotson@opud.org	
1.4	PROJECT UNDERSTANDING:	Project Budget: N/A	Lds: <input type="text"/>
		Project Area: N/A	Lds: <input type="text"/>
	<p>The consultant will provide the following:</p> <p>TASK ONE: Park Master Plan</p> <p>The existing master plan will be reviewed in detail and a basic outline of updates will be generated. The consultant will meet with OPUD staff to review the proposed updates and gather additional information to assist in completing the Master Plan update. Each section will be modified/updated as needed to reflect current standards and costs. New and/or updated summaries will be included as appropriate. All costs will be updated based on Economic and Planning systems, EPS, inflation and cost projections for 2022. Maps, charts, and tables will be updated. An executive summary of the Facilities assessment will be added.</p>		

PART 2 LANDSCAPE ARCHITECTURAL SERVICES

2.1 SCOPE OF SERVICES

The Consultant will visit the project site to become familiar with the observable conditions and constraints of the project, if warranted, and will provide design and layout of planting and/or sprinkler irrigation in the phases designated below. See Exhibit A (or Master Agreement) for a full description of the work to be performed in the designated phases.

Investigation, Schematic Design, Preliminary Design, Design Development, Contract Documents, Bid and Negotiation, Construction Administration.

- ▶ The Consultant will submit progress sets of Contract Documents at the following intervals: _____
- ▶ Record Documents [are] [are not] included.
- ▶ Delivery Method: Design-Bid-Build Design-Build. Lease/Leaseback
- ▶ Other: CHPS LEED _____

ITEMS NOT INCLUDED

The items listed below are not included in the Consultant’s scope of work (see also Exhibit B.4 or Master Agreement):

- | | | |
|------------------------------------|--|--------------------|
| Predesign & Modified Generic Plans | Topographic Survey | Site Lighting |
| Underground Investigation | Geological Investigations | Paving & Fountain |
| Printing of Contract Documents | Soils Test (Ag. Suitability & Soil Sterilants) | Signage |
| Location of Underground Utilities | Out-of-Town Meetings & Presentations | Rendering Drawings |
| Environmental Impact Report | Grading & Drainage | Arborist Report |
| Agency Plan Checking & Permit Fees | | |

PART 3 COMPENSATION

3.1 COMPENSATION

The fee for services described above shall be a lump sum amount of **Forty-Six Thousand One Hundred Dollars**, payable in progress payments at the completion of each phase as follows:

TASK ONE	
Park Master Plan	
Preliminary Document Phase	23,050 .00
Final Document Phase	23,050 .00
Total \$	46,100 .00



LANDSCAPE ARCHITECTURE AND PLANNING

TIME AND EXPENSE FEE SCHEDULE

2022 RATES

Principal in Charge	\$	175
Project Manager		150
Project Designer		150
Technician		95
Clerical Staff		70

The above hourly rates include overhead costs and benefits. Overtime is time and one-half of the above schedule: Principal's time does not apply.

Sums paid to consultants, such as Engineer or Arborist, shall be reimbursable to the Landscape Architect at cost plus ten percent (10%).

Invoices shall be submitted monthly to the client; it is expected that payments shall be made promptly (within thirty days).

All material costs shall be reimbursed at cost plus ten percent (10%) and shall include, but not be limited to, the following:

All reproduction costs, including prints, Mylar, photocopying and photographic enlargements or reproductions; art supplies; frames; presentation boards; electronic storage media; etc.

Reimbursement for automobile travel shall be \$0.58 per mile. Air travel, lodging, parking fees, etc. shall be reimbursed at cost.

Travel shall not be reimbursable if the project is within the greater Sacramento metropolitan area.

EXHIBIT A: TYPICAL SCOPE OF WORK

Not all phases are included for every project. See Fee Proposal Section 2.1 Scope of Services to determine which phases apply to this project.

GENERAL

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Client

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Consultant

Client

<p>B.5</p>	<p>In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the Consultant's opinion of the probable construction cost.</p>	<p><i>Opinions of the Probable Cost of Construction</i> □</p>
<p>B.6</p>	<p>If Construction Administration services are excluded from this agreement by the Client, it is understood and agreed that the Consultant's basic services will not include project observation or review of the contractor's performance or any other construction phase services, and that such services are to be provided for by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and agrees to waive any claims against the Consultant that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Consultant. If the Client requests in writing that the Consultant provide any specific construction phase services and if the Consultant agrees in writing to provide such services, then they shall be compensated for as Additional Services.</p>	<p><i>Design without Construction Administration</i> □</p>
<p>B.7</p>	<p>If the Project or the Consultant's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.</p> <p>If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.</p> <p>In addition to any damages sought by either party in litigation or arbitration, to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs.</p>	<p><i>Suspension of Project</i> □</p>
<p>B.8</p>	<p>The Consultant agrees to attempt to maintain the following limits of insurance during the period of this agreement: Professional Liability (\$1,000,000 per claim/\$1,000,000 annual aggregate), General Liability (\$1,000,000 ea. occurrence/\$2,000,000 general aggregate), and Workman Compensation (statutory limits). Evidence of insurance coverage will be provided upon request.</p>	<p><i>Insurance</i> ■</p>

Consultant

Client