

Olivehurst Public Utility District



Agenda Item Staff Report

Meeting Date: October 17, 2019

Item description/summary:

Consider proposal from OPUD parks consultant MTW group for help with Request for Proposal (RFP) preparation for community park design. This item has been discussed in both committees and a Board meeting. In anticipation of receiving a grant from the State to start the first phase of the community park and do to the short time frame described in the grant to complete construction, we want to have a design team ready if/when we get the grant in late January 2020. Regardless of whether we receive the grant, the park design still needs to be completed. Before an RFP can be offered, we must first have details on exactly what will be constructed. The OPUD parks master plan provides the basics but not the fine details needed to receive an RFP for a design that will be accurate and not encourage change orders during design or construction.

Fiscal Analysis:

See attached proposal

Employee Feedback

None

Sample Motion:

Move to approve the proposal from MTW Group, attached, for professional services in preparation of an RFP to solicit a community park design firm.

Prepared by:

John Tillotson, P.E., General Manager

FEE PROPOSAL/AGREEMENT

PART 1 PROJECT DESCRIPTION

1.1	PROJECT TITLE AND LOCATION:						
	<p>OPUD Community Park RFP</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> <p style="margin-left: 20px;">▶ Time and Expense Fee Schedule</p> <p style="margin-left: 20px;">▶ Exhibit A (Scope of Work) <input type="checkbox"/> Exhibit A not included; refer to Master Agreement dated ____.</p> <p style="margin-left: 20px;">▶ Exhibit B (Other Terms and Conditions) <input type="checkbox"/> Exhibit B not included; refer to Master Agreement dated ____.</p> <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)						
	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> MTWgroup 2707 K Street, Suite 201 Sacramento, CA 95816 </td> <td style="width: 50%; border: none;"> ▶ Bryan H. Walker, ASLA, LEED® Green Assoc. date Principal Landscape Architect (LA 5453) </td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;"> 916/369-3990 ph ▶ bryan@mtwgroup.com </td> </tr> </table>	MTWgroup 2707 K Street, Suite 201 Sacramento, CA 95816	▶ Bryan H. Walker, ASLA, LEED® Green Assoc. date Principal Landscape Architect (LA 5453)		916/369-3990 ph ▶ bryan@mtwgroup.com		
MTWgroup 2707 K Street, Suite 201 Sacramento, CA 95816	▶ Bryan H. Walker, ASLA, LEED® Green Assoc. date Principal Landscape Architect (LA 5453)						
	916/369-3990 ph ▶ bryan@mtwgroup.com						
1.3	ACCEPTED BY (CLIENT)						
	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> John Tillotson Olivehurst Public Utility District 1970 9th Ave, Olivehurst CA </td> <td style="width: 50%; border: none;"> ▶ Authorized Signature date </td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;"> ph ▶ </td> </tr> </table>	John Tillotson Olivehurst Public Utility District 1970 9 th Ave, Olivehurst CA	▶ Authorized Signature date		ph ▶		
John Tillotson Olivehurst Public Utility District 1970 9 th Ave, Olivehurst CA	▶ Authorized Signature date						
	ph ▶						
1.4	PROJECT UNDERSTANDING:						
	<table style="width: 100%; border: none;"> <tr> <td style="width: 70%; border: none;">Project Budget:</td> <td style="width: 10%; border: none;">Lds:</td> <td style="width: 20%; border: none;"></td> </tr> <tr> <td style="border: none;">Project Area:</td> <td style="border: none;">Lds:</td> <td style="border: none;"></td> </tr> </table> <p>The consultant(s) will work with OPUD to provide the program requirements for the proposed community park, including landscape architecture, architecture, civil, and electrical. Traffic Study information will be provided using the current feasibility study. The feasibility study will be finalized (under separate contract) to assist the future design team. After gathering the above information and confirming the program requirements, we will generate an RFP for design services of the Community Park from schematic design through construction administration.</p> <p>The timeline for providing the RFP submittal is the Board of Directors (BoD) meeting on the third Thursday of December. However, depending on consultant availability, the deadline may need to be pushed back to the January BoD meeting.</p> <p>The following breaks down the amount of time the consultants expect to spend on individual tasks:</p> <ul style="list-style-type: none"> (2) coordination meetings with OPUD and MTW Group (1) special council meeting with OPUD Board of Directors and MTW Group (2) Design Team Meetings (60) Hours MTW Group (20) hours Architect (20) hours Civil Engineer (10) hours Electrical Engineer RFP Writer (allowance included) <p>The above time and materials will be billed on a Time and Materials basis</p>	Project Budget:	Lds:		Project Area:	Lds:	
Project Budget:	Lds:						
Project Area:	Lds:						

DESIGN TEAM:			
	Firm Name	Contact Name	Email Address
Owner	OPUD	John Tillotson	
Architect	Community Architecture	Kip Grugg	
Civil	Warren Consulting	Anthony Tassano	
Electrical	Harry Yee and Associated	Tom Yu	

PART 2 LANDSCAPE ARCHITECTURAL SERVICES

2.1 SCOPE OF SERVICES

The Consultant will meet with the owner to become familiar with the observable conditions and constraints of the project. 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.

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):

Pre-design & 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 *Time and Material* amount of **Twenty Nine Thousand, One Hundred Forty Dollars**, payable in monthly payments:

Total	\$	29,140 00
--------------	-----------	------------------

TIME AND EXPENSE FEE SCHEDULE

2019 RATES

Principal in Charge	\$	150
Project Manager		135
Project Designer		135
Technician		85
Clerical Staff		65

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 \$.54 per mile. Air travel, lodging, parking fees, etc. shall be reimbursed at cost.

Travel and telephone costs 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.
- Addenda and/or Change Orders 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