

CITY OF CHICO - SERVICE PROVIDER AGREEMENT

GREG MELTON DBA MELTON DESIGN GROUP PROVIDER

CAPER ACRES PHASE I – BIDWELL PARK
MAJC/50243-000-4140
Project Title/Budget Account No.

ATTACHMENT #8 TO EXHIBIT B
SERVICE PROVIDER AGREEMENT DATED APRIL 14, 2014
(Agreement Term: 4/14/14 – 3/31/17)

SCOPE OF SERVICES - BASIC; NOTICE TO PROCEED; COMPLETION SCHEDULE

Scope of Services - Basic

The Provider shall design development and construction drawings resulting in construction contract documents including plans, specification and estimate for phase 1 of Caper Acres. The scope of work will be done in relation to the approved Caper Acres Master Renovation Plan and will include the following services:

1. Master Phasing Plan
2. Infrastructure Plan (Existing and New)
3. Phase 1 Construction Documents
 - Birthday Rings A & B
 - Nature Trail
 - Swings
 - Humpty Dumpty
 - Tiles
 - Irrigation
 - Entry
 - Planting
 - Hardscape
 - Interpretive Panels

TASK 1 – PROJECT INITIATION AND COORDINATION

- 1.1 Kick off Meeting – Meet with City Staff to confirm the objectives and phasing for the project, to establish parameters for the design effort, and to confirm final deliverables.
 - A. Confirm coordination, milestones and deliverables.

B. Refine project phasing and confirm with City Staff and Committee.

TASK 1.2 – TOPOGRAPHIC SURVEY AND SITE ANALYSIS

- A. Visit site and obtain all new existing site data. Perform topographic survey to obtain existing site elevation and location data. Prepare topographic survey drawing. Provide Topographic survey of new grades and spot elevations where site has changed. Provide necessary points as needed for location all existing elements, and their elevations. Research all point of connections, locations and utilities. Use existing when possible to complete whole survey.
- B. Existing Topographic Survey Review and Base Map: Review existing topographic survey of site and surrounding area reflective of the property prior to demolition and prepare a final base map of the site by digitizing all design improvement plans.
- C. Obtain spot elevations throughout site
- D. Obtain existing electrical, lighting and all necessary utility connection.
- E. Obtain existing location and elevation of sprinklers and mainline
- F. Obtain necessary information from limit of parking perimeter trails outside park, and perimeter fences along with all elements, trees, and items etc.

1.2.1 Create Final Base Map and Infrastructure

- A. Prepare Final Base Map depicting existing site and all conditions.

TASK 2 – MASTER PHASING PLAN

2.1 Refine Existing Master Plan to meet Phase 1 Development

Prepare final digital color park plan, elevations of structures, cut sheets of materials, finishes and final design work for Phase Plan of the project. Meet with City Staff to review and approve design and determine phase scopes, budget and service.

- A. Phasing Plan – Prepare a plan description of park elements and materials.
 - a. Prepare final colored plan for Phasing Plan
- B. Electrical and Lighting – Show all lighting
- C. Planting – Prepare preliminary plant list for review and comment
- D. Interpretive Panels- Prepare location of panels and theme.

2.2 Prepare Estimated Cost of Construction

- A. Research and provide estimated cost of construction as needed per phase.
- B. Review cost with District staff and adjust project as needed design as needed to meet budget.

2.3 Final Master Phasing Plan - Each meeting will consist of staff coordination prior to meeting, agenda submittal and presentation. Follow up will occur to clarify outcome of meeting.

- A. Meet with City Staff.
- B. Implement review comments in final, digital, colored park plan and final cost estimate and identification of all Phases.
- C. This document will serve as base document for construction document production along with review submittal with Agency for project permitting.

- D. Clarify and confirm cost of all projects.
- E. Acquire approval from City Staff to move forward with Construction Documents for project.

TASK 3 – CONSTRUCTION DOCUMENTS, SPECIFICATIONS AND ESTIMATE – (PHASE I)

Prepare Plans and Specifications for Construction of the proposed Park. These plans will be designed and show Project Phase 1 - Drawings to show phase lines and directions for stub outs, connections and treatments to site prior to a future phase occurring.

3.1 Construction Drawings and Specifications Phase I

- A. Title Sheet – Project Location Maps and Drawing Index
- B. Demolition Plan –
- C. Storm Water Pollution Prevention Plan (by Contractor)

- D. Construction Plan – Site dimensioning for detailed.
 - Identify all park elements and locations
 - Describe materials, size, color and finish
 - Layout and dimension park element details only. Site layout will be provided as points file to the Contractor at time of construction.
- E. Grading and Drainage Plan – Prepare grading and drainage plan for site based on Phasing Plan and new Topographic Survey plan; including spot grades and design of storm drainage system and relocation of existing facilities required by the proposed improvements. Provide accessible path signage and striping as required.
- F. Construction Detail Sheet – Typical details include the following with others as needed for site throughout the project: (Any structural engineering will be additional service)
 - Decorative fence, standard fence & split rail
 - Parking lot layout
 - Concrete flat work in parking
 - Utility stub outs
 - Birthday Rings – A & B Modify ring, grades & table layout
 - Site furniture relocation
 - Play elements
 - Interpretive signs monuments
 - Seat wall detail
 - Sand play area
 - Swing specifications
 - Irrigation
 - Fall material detail
- G. Planting Plan and Installation Details
- H. Irrigation Plan, retrofit and Installation Details
 - Layout irrigation system, pipe size and product specifications
 - Provide water budget and typical watering schedule and calculations
 - ET based controller giving the facility manager great flexibility and water

control

- I. Overall Electrical and Lighting Key.
- 3.2 Technical Specifications - CSI Division 1 through 16 as needed according to project elements, development standards and City standard specifications.
- 3.3 Cost Estimates – Adjust existing Estimated Cost of Construction as Construction Documents are approved through the Submittal Process.
 - A. Compare project elements with available project budget
 - B. Prepare final estimates and bid alternates
 - C. Breakdown for Project Phase 1
- 3.4 Submittal Process and Final Construction Documents
 - A. Construction Drawings and Technical Specifications will be submitted to the City for comment and approval at 30%, 90% and 100% completion.
 - B. Adjust Construction Drawings and Technical Specifications per City comments
 - C. Provide Final Bid Set of Construction Documents; Construction Drawings, Technical Specifications, Cost Estimates and Bid Documents in hardcopy and electronic format to the City.

TASK 4 - REIMBURSABLE EXPENSES

The Consultant shall provide digital and hardcopies to the City to review and comment Contract designated submittals. Re-production of drawings for meetings or submittals will be billed per the attached Schedule of Rates and will be itemized for your review as part of the invoice. Additional expenses incurred during process such as requests for bid sets or large quantities of copies or additional colored drawings will be approved prior to production and will be billed in addition to Contract Terms of Compensation per the attached Schedule of Rates.

TASK 5 – BID DOCUMENTS AND ADMINISTRATION – (PHASE 1)

- 5.1 Produce Contract Documents – Utilize existing City boiler plate General Provisions, Special Provisions, Proposal Form and Contract Forms. Incorporate project Construction Drawings and Technical Specifications to produce project Contract Document package.
 - A. Incorporate all City Forms and Specification into the Construction General Contract Documents.
- 5.2 Provide Bid form of Construction for bidders to use for proposal.
 - A. Bid sheet to include all items from cost estimate and alternate or deductive options for bidders to provide additional services if budget allows. Provide (Exhibit B) form for itemized pricing of elements and materials.
 - B. Public Bid Notice (By City) – provide document needed to advertise bid. City to publish bid advertisement.
- 5.3 Pre Bid Meeting – Attend Pre-Bid meeting to review plans and specifications with prospective bidders.

- 5.4 Clarifications & Addendums – Review and respond to questions during bid period. Prepare addenda as necessary.
- 5.5 Bid Review – provide consultation to City in awarding contract according to bids received and contractor qualifications and completeness of bid.

TASK 6 – CONSTRUCTION ADMINISTRATION

- 6.1 City Record Drawings on full-size Bond and all Contract Documents in electronic format (Word, PDF and AutoCAD) on DVD.
- 6.2 Pre-Construction Meeting / Review submittals and respond as necessary
- 6.3 Amendments to documents – issue as needed throughout project if necessary in response to contractor.
- 6.4 RFI (Requests for Information) – respond to contractor requests for Clarifications
- 6.5 Memorandum Directives and Field Orders – provide to contractor as needed
- 6.6 Change Order Requests – review and provide recommendations to District staff and issue as needed
- 6.7 Field Observations and Inspections per plans and specifications (7 Visits) - Typical observations include site visits to report finish grade work, concrete formwork, concrete finish, irrigation installation, soil preparation, planting, punch lists and final observations. Field Observation reports will follow each observation and be submitted to the Construction Manager, District and contractor with approval of the work or suggested remedies.
- 6.8 Irrigation Audit – Contractor to provide irrigation audit and repairs (From 3rd Party)
- 6.9 Contractor Payment Request – Consultant will review payment requests with Construction Manager and respond as necessary.
- 6.10 Project Final / Certificate of Completion

Compensation

Compensation for tasks 1 through 4 shall not exceed \$26,190.00 and shall be billed according to the rates set forth on Exhibit C of the Agreement. Tasks 5 and 6 shall require City authorization and a separate purchase order not exceed \$6,150.00. Compensation shall be based upon actual monthly invoices received and shall be paid in accordance with the completion of each task, as shown below:

TASK 1 – Project Initiation, Coordination Topography	\$ 2,500.00
TASK 1.2 – Topography Survey	\$ 3,900.00
TASK 2 – Master Phasing Plan	\$ 3,600.00
TASK 3 – Construction Documents, Specification and Estimates	\$ 14,600.00
TASK 4 – Reimbursable Expenses	<u>\$ 1,540.00</u>
Total	\$ 26,190.00

TASK 5 – Bid Documents and Administration (Requires City Authorization)	\$ 2,400.00
TASK 6 – Construction Administration (Requires City Authorization)	<u>\$ 3,750.00</u>
Total	\$ 6,150.00

Notice to Proceed

This Attachment shall constitute the City's Notice to Proceed to the Provider.

Completion Schedule

The Provider shall complete all Services within nine months of receipt of the City's Notice to Proceed.

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GREG MELTON DBA MELTON DESIGN GROUP
PROVIDER

LANDSCAPE ARCHITECTURAL SERVICES
Project Title/Budget Account Nos. Various

EXHIBIT C

COMPENSATION

Compensation for services shall be in accordance with the schedule of hourly rates below:

Greg Melton DBA Melton Design Group
Standard Billing Rates

PERSONNEL

Principal Landscape Architect	\$130.00/Hour
Associate Landscape Architect	\$105.00/Hour
Project Manager	\$ 90.00/Hour
Irrigation Specialist	\$ 85.00/Hour
Irrigation Associate	\$ 65.00/Hour
Graphic Technician	\$ 65.00/Hour
Drafting Technician I	\$ 65.00/Hour
Drafting Technician II	\$ 55.00/Hour
Administration	\$ 45.00/Hour
Clerical	\$ 40.00/Hour

REIMBURSABLE EXPENSES SCHEDULE

Plotting Ink Jet (HP800)	\$ 1.75/Square Foot
Plotting, Color Ink Jet	\$ 8.00/Square Foot
Premium Color Glossy Ink Jet	\$ 12.00/Square Foot
Mylar Plots	\$ 4.00/Square Foot
Large-format Xerox Prints (OCE)	\$ 0.75/Square Foot
Foam Core (24" x 36")	\$ 10.00/Each
Foam Core (30" x 42")	\$ 12.50/Each
Copies (8.5" x 11" - Cannon)	\$ 0.20/Each
Copies (11" x 17")	\$ 0.40/Each

Color Copies (8.5" x 11" - Phaser)	\$ 1.00/Each
Color Copies (11" x 17")	\$ 2.00/Each
Binding	\$ 2.50/Each
Compact Disk (CD)	\$ 1.50/Each
Overnight Mail	Cost + 15%
Courier	Cost + 15%
Photography	Cost + 15%
Soils Analysis	Cost + 15%
Travel/Automobile	\$ 0.58/Mile

Reimbursable expenses shall be based on actual expenditures by the Provider related and shall include:

- Travel expense, including mileage, airfare, rental car, and living expenses in connection with travel, if authorized by the City.
- Fees paid for securing approval of authorities having jurisdiction over the services to be provided.
- Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the City in excess of that normally carried by the Provider.
- Additional copies of plans and related documents beyond those specified in any Attachments to this Agreement.

For each succeeding 12-month term of this Agreement, the Provider may request the City to adjust the compensation rate(s) during such term. The Provider's request for such an adjustment shall be filed with the City no later than January 15, and shall be accompanied by such documentation, including, but not limited to, financial reports and records, operational cost data, and the like, as may be required by the City to enable it to satisfactorily evaluate and make a determination upon it. Nothing hereinabove, however, shall require the City to make any adjustment therefor in response to the Provider's request. Further, in no event shall any such adjustment exceed an amount equal to 75 percent of the increase in the Consumer Price Index for All Urban Consumers (CPI-U) - U.S. City Average - as published by the Bureau of Labor Statistics, U.S. Department of Labor, for the most recent available previous 12-month period. As an example, if such Index increased 10 percent for a preceding 12-month period, an annual adjustment could not exceed 7.5 percent regardless of whether or not the Provider's documented costs exceed 7.5 percent.