PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of Grass Valley / Living Outdoors Landscapes)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Grass Valley, a California municipal corporation ("City"), and Living Outdoors Landscapes, a State of California Sole Proprietorship ("Consultant").

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: On-Call Landscaping Design Assistance
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant risk of the disclosure of confidential information.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1. "Scope of Services": Such professional services as are set forth in Consultant's February, 23 2023 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. "Agreement Administrator": The Agreement Administrator for this project is Zac Quentmeyer, Deputy Public Works Director. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant.
- 3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

- 3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Ninety Thousand Dollars (\$90,000.00).
- 3.5. "Commencement Date": April 11, 2023.
- 3.6. "Termination Date": April 11, 2025

4. CAMPAIGN CONTRIBUTIONS

This Agreement is subject to Government Code Section 84308, as amended by SB 1439. That statute requires Consultant to disclose any campaign contribution by the Consultant or the Consultant's agent to City Councilmembers or other City officials of more than \$250 in the aggregate in the preceding 12 months. If such contributions have been made, Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form with Consultant's execution of this Agreement. If not, the Campaign Disclosure Form need not be completed and returned to the City.

5. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 17 ("Termination") below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

The City manager may Extend this agreement for two (2) additional one (1) year periods and shall be incorporated in written amendments to this agreement.

6. CONSULTANT'S DUTIES

- 6.1. **Services**. Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 6.2. **Coordination with City**. In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 6.3. **Budgetary Notification**. Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 6.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.

- 6.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict-of-interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 6.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 6.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Elizabeth Poston shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 6.8. **Substitution of Personnel.** Naming any persons in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 6.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits, and building and safety permits and inspections.
- 6.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 6.11. **Records.** Consultant shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code § 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

7. SUBCONTRACTING

- 7.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed other than by an amendment to this Agreement.
- 7.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 7.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed, and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing.
- 7.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes to or for any subcontractors.

8. COMPENSATION

- 8.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by the Agreement Administrator in advance.
- 8.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification or position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 8.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 8.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts in an invoice submitted by Consultant.
- 8.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment to this Agreement. Consultant shall not undertake any such work without prior written approval of the Project Administrator.

- 8.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 8.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 12, City shall have the right to withhold payments under this Agreement to offset that amount.

9. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. This Agreement is subject to Prevailing Wage Laws, for all work performed under this Agreement for which the payment of prevailing wage is required by those laws. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

10. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as "written products") shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

11. RELATIONSHIP OF PARTIES

- 11.1. **General.** Consultant shall be a wholly independent contractor to the City under this Agreement.
- 11.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or to otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent in any manner that it is, or that any of its agents or employees are, employees of City.
- 11.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.

11.4. **Indemnification of CalPERS Determination.** If Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

12. INDEMNIFICATION

- 12.1. **Definitions.** For purposes of this Section, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 12.2. **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 12.3. **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise. Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.
- 12.4. **Attorney Fees.** Such costs and expenses shall include reasonable attorney' fees for counsel of City's choice, expert fees, and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorney' fees, defense costs, or expenses if it is adjudicated to have been non-negligent.
- 12.5. **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 12.6. **Waiver of Statutory Immunity.** The obligations of Consultant under this Section are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 12.7. **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section from every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.

12.8. **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

13. INSURANCE

- 13.1. **Insurance Required.** Consultant shall maintain insurance as described in this Section and shall require its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 13.2. **Documentation of Insurance.** City will not execute this Agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
 - Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: On-Call Landscaping Design Assistance
 - Documentation of Best's rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this Agreement.
 - Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.
- 13.3. Coverage Amounts. Insurance coverage shall be at least in the following minimum amounts:

• Professional Liability Insurance: \$1,000,000 per occurrence, \$2,000,000 aggregate

• General Liability:

•	General Aggregate:	\$2,	000,000
•	Products Comp/Op Aggregate	\$2,	000,000
•	Personal & Advertising Injury	\$1,	000,000
•	Each Occurrence	\$1,	000,000
•	Fire Damage (any one fire)	\$	50,000
•	Medical Expense (any 1 person)	\$	5,000

• Workers' Compensation:

•	Workers' Compensation	Statutory Limits
•	EL Each Accident	\$1,000,000
•	EL Disease - Policy Limit	\$1,000,000
•	EL Disease - Each Employee	\$1,000,000

- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

- 13.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 13.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California. If Consultant is an individual and has no employees, the Project Administrator may accept an affirmation of that fact in lieu of proof of workers compensation insurance.
- 13.6. **Automobile Liability Insurance.** Covered vehicles shall include owned, if any, non-owned, and hired automobiles and trucks.
- 13.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

The Project Administrator may, in his or her sole discretion, waive the requirement for Professional Liability Insurance by initialing here:

Initials: _	
Name:	

- 13.8. Claims-Made Policies. If any of the required policies provide coverage on a claims-made basis, the Retroactive Date must be shown and must be before the date of this Agreement or the beginning of work under this Agreement. Claims-Made Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of work under this Agreement. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the effective date of this Agreement, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work under this Agreement.
- 13.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees must be endorsed as additional insureds for each policy required herein, other than

Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

- 13.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of work under this Agreement and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this Section, shall constitute a material breach of this Agreement.
- 13.11. **Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks before expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Grass Valley, Attn: Zac Quentmeyer, 125 East Main Street, Grass Valley, CA 95945.
- 13.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 13.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 13.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 13.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts before execution of this Agreement.

City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies.

13.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement or its early termination.

14. MUTUAL COOPERATION

- 14.1. City Cooperation in Performance. City shall provide Consultant with all pertinent data, documents and other requested information as are reasonably available for the proper performance of Consultant's services under this Agreement.
- 14.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

If to Consultant:

Elizabeth Poston

Grass Valley, Ca 95945 Telephone: 530-205-9607

PO Box 1921

Zac Quentmeyer City of Grass Valley Public Works Department 125 E Main Street Grass Valley, CA 95945

Telephone: (530) 274-4713 Facsimile: (530) 274-4399

With courtesy copy to:

Michael G. Colantuono, Esq. Grass Valley City Attorney Colantuono, Highsmith & Whatley, PC 420 Sierra College Drive, Suite 140 Grass Valley, CA 95945 Telephone: (530) 432-7357

Facsimile: (530) 432-7356

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 6.11 (Records), Section 11.4 (Indemnification of CalPERS Determination), Section 12 (Indemnification), Section 13.8 (Claims-Made Policies), Section 14.2 (Consultant Cooperation in Defense of Claims), and Section 19.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

- 17.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice to allow City time to procure replacement services.
- 17.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 17.4. **Remedies.** City retains all available legal and equitable remedies for Consultant's breach of this Agreement.

18. INTERPRETATION OF AGREEMENT

- 18.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and its exhibits, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations from this Agreement shall be effective and binding only if made in writing and executed by City and Consultant.
- 18.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are for convenience of reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall govern in the construction of this Agreement.
- 18.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

- 18.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

19. GENERAL PROVISIONS

- 19.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose them without prior written consent by the Project Administrator. City shall grant such consent if disclosure is legally required. Consultant shall return all City data to City upon the termination or expiration of this Agreement.
- 19.2. Conflicts of Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest under the Political Reform Act with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. No City Councilmember, officer, or employee of City, during the term of his or her service to City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising from it.
- 19.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 19.4. **Binding on Successors.** This Agreement shall be binding on the successors and permitted assigns of the parties.
- 19.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties under this Agreement.
- 19.6. **Time of the Essence.** Time is of the essence for every provision of this Agreement.

- 19.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation or any other unlawful basis. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant shall post this nondiscrimination clause in conspicuous places, available to employees and applicants for employment.
- 19.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 19.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 19.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by either party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all such other rights, powers or remedies.
- 19.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable and actual attorneys' fees and costs expended in the action.
- 19.12. **Venue.** The venue for any litigation shall be Nevada County, California and Consultant hereby consents to jurisdiction there for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 19.13. **Counterparts; Electronic Signatures**. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

[Signature Page Follows]

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City" City of Grass Valley	"Consultant" Living Outdoors Landscapes
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:
Attest:	
Ву:	
Taylor Day, City Clerk	
Date:	
Approved as to form:	
By:	
Michael G. Colantuono, City Attorney	
Dotos	

CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

Cities are subject to the campaign disclosure provisions detailed in Government Code Section 84308.

Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to the City with your application.

No City Councilmember or other City official shall accept, solicit, or direct a campaign contribution of more than \$250 from any party¹ or agent² for 12 months after the City approves a contract. This prohibition commences when an application is filed, or a proceeding is otherwise initiated.

A party to a City proceeding shall disclose on the record of the proceeding any campaign contribution of more than \$250 by a party or agent to any City Councilmember or other City official during the preceding 12 months. No party to a City proceeding, or agent, shall make a campaign contribution to a City Councilmember or other City official during a proceeding and for 12 months after the City approves a contract.

A City Councilmember or other City official who received a campaign contribution of more than \$250 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall abstain from participating in the proceeding. However, if he or she returns the portion of a campaign contribution in excess of \$250 within 30 days of knowing about the contribution and the relevant proceeding, he or she may participate in the proceeding.

To determine whether you or your agent made a campaign contribution of more than \$250 to a City Councilmember or other City official within the preceding 12 months, you must aggregate all such contributions.

Names of current City Councilmembers and other City officials are available on the City's website. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the City Clerk.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

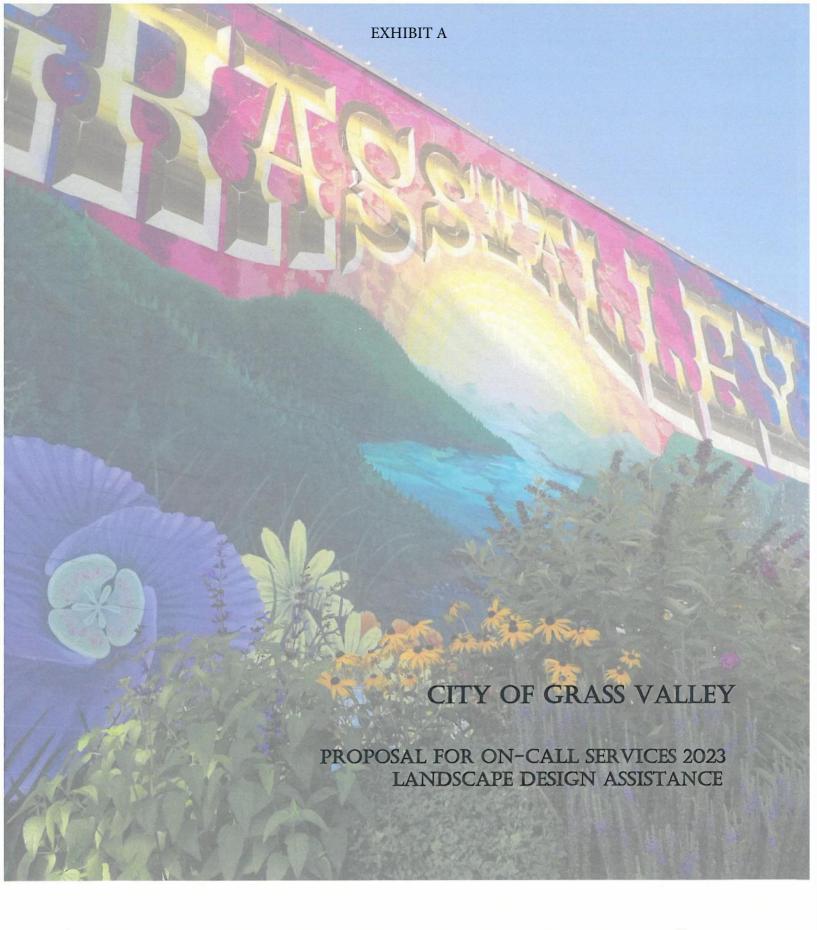
(a) Document:

□ License

□ Lease	
□ Permit	
□ Franchise	
□ Other Contract	
□ Other Entitlement	
Name and address of any party, or agent, who has a more than \$250 to any City Councilmember or other within the preceding 12 months:	
1	
2	
3	
(b) Date and amount of contribution:	
Date Amount \$	
Date Amount \$	
(c) Name of City Councilmember or other City official contribution was made:	l to whom
1	
2	
3	
(d) I certify that the above information is provided to of my knowledge.	the best
Printed Name	
Signature	
Date Phone	

¹ "Party" is defined as any person who files an application for, or is the subject of, a proceeding.

² "Agent" is defined as a person who represents a party in connection with a proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.





February 23, 2023

Tim Kiser, City Manager/Engineer City of Grass Valley 125 East Main Street Grass Valley, CA 95945

RE: City of Grass Valley Request for Proposals On-Call Services, Landscape Design Assistance

Dear Members of the Selection Committee:

I am pleased to submit the enclosed package outlining the qualifications for Living Outdoors Landscapes to provide on-call design assistance for the City of Grass Valley. Based in Grass Valley, we understand the local area and needs of the community after working here for the last 12 years. Operating as a sole proprietorship, Elizabeth works alongside her husband Dan Poston with his landscape contracting business.

Elizabeth and Dan are committed to enhancing public works projects for the City of Grass Valley while maximizing value for dollars spent and working with public and private entities. We are skilled at communicating design ideas and aiding in the implementation of projects as our track record has already shown.

As the times change with water conservation, creating biodiversity, and working within the changing parameters of fire safety, Living Outdoors Landscapes understands these dynamics and is continuing to stay on top of changing trends and information presented to the community and beyond. Our goal is to create beautiful landscape spaces for the community to enjoy that aid in shade canopy creation, biodiversity for our pollinators, low-water use, reduced maintenance outputs for Public Works or other private maintenance entities with a goal for long-term planning and enjoyment for generations to come.

Thank you for considering the qualifications of the Living Outdoors Landscapes team. As owner of the business, I am excited to continue in our already successful relationship enhancing the community of Grass Valley.

()()'N

Sincerely.

Elizabeth Poston



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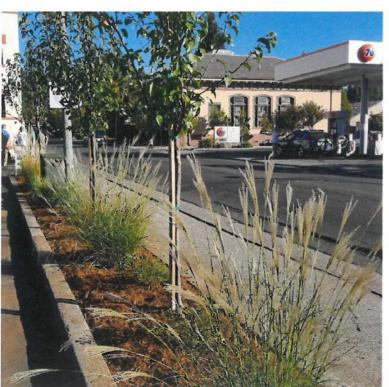


Elizabeth Poston, Landscape Designer

Elizabeth has been working in the landscape industry for over the last 20 years. She got her start in the industry working in a retail plant nursery where she honed her skills in plant identification and care. Her passion for plants directed her to Cal Poly San Luis Obispo where she studied and excelled in the Environmental Horticultural Science department. Throughout her time in school Elizabeth interned for



commercial maintenance in San Diego, working as a laborer, competed in multiple landscape competitions and took on various leadership roles with the horticultural clubs on campus. Upon graduating she began working as a residential landscape designer in the Bay Area. Elizabeth moved her business to Grass Valley in 2010 and founded Living Outdoors Landscapes, focused mainly on residential landscape design and some small commercial and community projects. She brings



extensive knowledge in the world of plant material, creating low maintenance, irrigation-efficient landscape designs, specifically for the elevation of the Foothills. Elizabeth also supports the installation and oversight of her projects helping with project management, plant layouts, pruning, pest and disease identification and maintenance needs.



Dan Poston, Landscape Contractor

A native to Grass Valley, Dan has also been working in the landscape industry for over 20 years. He too graduated from Cal Poly with a B.S. in Environmental Horticultural Science and specializes in landscape installation and irrigation trouble shooting/repair. Dan earned his Landscape Contractor's License in 2014, (CSLB #999995), and provides unique insight into landscape projects.

His role would be supporting Elizabeth in troubleshooting and

consultation but would not be a paid 'contractor' through this RFP.







CAPABILITIES OF FIRM

The values of Living Outdoors
Landscapes are to enhance and
improve the immediate
landscape surroundings of
people's homes and the
community at large. Elizabeth
and Dan are passionate about
providing landscape design
solutions for a variety of
situations from residential
landscape renovations, new
builds, renovating public
streetscapes, commercial color





enhancement and long-term maintenance care.

The range of experience between Dan and Elizabeth allows for them to provide unique and tailored services to each project's unique needs. They have become proficient in plant selection for water conservation, commercial color enhancement, and low-maintenance care for the



Public Works staff. Their goal is to build relationships with their clients and to add value to our community through a shared vision of design, installation, and long-term care.



DIVERSITY IN DESIGN

As a local landscape designer, Elizabeth strives to improve and enhance the local environment for aesthetics and biodiversity that works in harmony with the local Sierra Foothills environment. After working in all parts of California from San Diego, to Monterey and Marin, Elizabeth understands the weather, soils, and topography that make the Foothills truly unique.

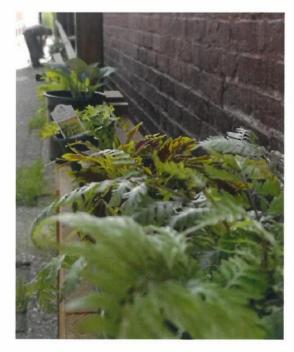
Each project is an opportunity to do something special, make Nevada County a little better for generations to come, support climate change goals, and create strong foundations for the community.

CLIENT SERVICES

Living Outdoors Landscapes provides client services throughout the life of a project including but not limited to:

- Site Analysis and Master Planning
- Plant Material Selection and Planning
- Seasonal Color Programs
- Color Renderings of projects
- Construction Notes
- Low Maintenance Design
- Project Coordination and Management
- Pest and Disease Identification
- Irrigation Troubleshooting and Repair









LOCAL PROJECT EXAMPLES

RICHARDSON CORNER

Designed and supported the installation of new landscaping at the corner of East Main St. and Richardson Corner with droughttolerant grasses and perennials. The selection and placement of the annual Christmas tree was installed in this planter in 2018.



MURAL PLANTER

Living Outdoors Landscapes adopted the 'Grass Valley' Mural planter on East Main St. and Mill St in 2017 and continue to maintain it to this day as a free service to the community.



SAFEWAY SHOPPING CENTER

Designed in 2017 and installed in 2021, Elizabeth helped oversee the planning, plant selection and installation of various large-scale rock planters throughout the local shopping center at the corner of Neal and South Auburn St. Tree selection was based on growth habit for long-term shade canopies, carbon-capturing and low-maintenance needs.





BOX PLANTERS

Elizabeth provided commercial color services to the local merchants in downtown Grass Valley for five years. This included tailored plant material to the unique sun and shade exposures to each location, maintenance needs and overall color for each season or holiday.



MILL ST

Provided support services for the plant material selections for Mill St. during pandemic closure in 2020 which has led to the current transition to a permanent pedestrian plaza.



MEMORIAL PARK

Supported the landscape renovation projects for various areas within Memorial Park including the front entrance, areas around the recreation courts and dogwoods in the veteran's memorial section.





C. STEVENS WALKWAY

Supported the installation of planter boxes on either side of the Christopher Stevens Memorial Walkway as well as plant material unique to the extreme shade and sun exposures for either side. Consulted with the lighting installation on the steel arches.



GRANT SUPPORT

Donated design services to the city of Grass Valley for grant application material for shade tree installations in the city limits. While not awarded the grant, these did inspire the renovation of the parking lot planters at the corner of Neal St. and South Auburn St, across from the Safeway shopping center.





REFERENCES

LISA SWARTHOUT

Current District 3 Supervisor for Nevada County

BOB ZUCCA

Past President of the Nevada County Contractors Association

BARBARA BASHALL

Past Executive Director of the Nevada County Contractors Association

HAVEN CARAVELLI

Current Member of Grass Valley City Council



EXHIBIT B

COST PROPOSAL

Service Type	Hourly Rate
Site Review	\$95
Design Services	\$95
Plant Layout	\$95
Maintenance Services	\$95



^{*}Hourly Services to be recorded by Living Outdoors and Invoiced on a monthly or quarterly basis based on project type and duration.

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

(City of Grass Valley / Melton Design Group, Inc)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Grass Valley, a California municipal corporation ("City"), and Melton Design Group, Inc, a California Corporation ("Consultant").

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: On-call landscaping design assistance.
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. **DEFINITIONS**

- 3.1. "Design Professional": A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 et seq., (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 et seq., (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 et seq., or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 et seq.
- 3.2. "Scope of Services": Such professional services as are set forth in Consultant's February 24, 2023, proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.3. "Agreement Administrator": The Agreement Administrator for this project is Zac Quentmeyer, Deputy Public Works Director. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the

timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.4. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.5. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Ninety Thousand Dollars (\$90,000).
- 3.6. "Commencement Date": April 11, 2023.
- 3.7. "Termination Date": April 11, 2025

4. CAMPAIGN CONTRIBUTIONS

This Agreement is subject to Government Code Section 84308, as amended by SB 1439. That statute requires Consultant to disclose any campaign contribution by the Consultant or the Consultant's agent to City Councilmembers or other City officials of more than \$250 in the aggregate within the preceding 12 months. If such contributions have been made, Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form with Consultant's execution of this Agreement. If not, the Campaign Disclosure Form need not be completed and returned to the City.

5. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 17 ("Termination") below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

The City manager may Extend this agreement for two (2) additional one (1) year periods and shall be incorporated in written amendments to this agreement.

6. CONSULTANT'S DUTIES

- 6.1. **Services**. Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 6.2. **Coordination with City**. In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.

- 6.3. **Budgetary Notification**. Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 6.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 6.5. **Professional Standards.** Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict-of-interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 6.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 6.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Ryan Reidlinger shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 6.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 6.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 6.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.

6.11. **Records.** Consultant shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

7. SUBCONTRACTING

- 7.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 7.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 7.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

8. COMPENSATION

- 8.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 8.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification or position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 8.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 8.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.

- 8.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 8.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 8.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 12, City shall have the right to withhold payments under this Agreement to offset that amount.

9. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects including the design and preconstruction phases of a covered public works project. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless form any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

10. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as "written products") shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

11. RELATIONSHIP OF PARTIES

- 11.1. **General.** Consultant is, and shall be a wholly independent contractor as to the City under this Agreement.
- 11.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 11.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement

benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.

11.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

12. INDEMNIFICATION

- 12.1. **Definitions.** For purposes of this Section, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officials, officers, agents, employees and volunteers.
- 12.2. Consultant to Indemnify City. Where the services to be provided by Consultant under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, Consultant agrees to indemnify, defend and hold harmless, the City, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the City, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the City, then Consultant's indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault.

As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, and to the full extent permitted by law, Consultant agrees to indemnity, defend and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any claims, demands, losses, liability of any kind or nature (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are in connection with, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant, excepting those

- which arise out of the active negligence, sole negligence or willful misconduct of the City, its officers, officials, employees and volunteers.
- 12.3. **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.
- 12.4. **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 12.5. **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 12.6. **Waiver of Statutory Immunity.** The obligations of Consultant under this Section are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 12.7. **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 12.8. **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 12.9. **Civil Code.** The parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section complies therewith.

13. INSURANCE

- 13.1. **Insurance Required.** Consultant shall maintain insurance as described in this Section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 13.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain

the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:

- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of
 no less than A:VII showing. The Certificate of Insurance must include the following
 reference: On-call landscaping design assistance
- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.
- 13.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

• Professional Liability Insurance: \$1,000,000 per occurrence, \$2,000,000 aggregate

General Liability:

•	General Aggregate:	\$2,	000,000
•	Products Comp/Op Aggregate	\$2,	000,000
•	Personal & Advertising Injury	\$1,	000,000
•	Each Occurrence	\$1,	000,000
•	Fire Damage (any one fire)	\$	50,000
•	Medical Expense (any 1 person)	\$	5,000

• Workers' Compensation:

•	Workers' Compensation	Statutory Limits
•	EL Each Accident	\$1,000,000
•	EL Disease - Policy Limit	\$1,000,000
•	EL Disease - Each Employee	\$1,000,000

- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the City as additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

- 13.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 13.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten

- by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 13.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 13.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 13.8. Claims-Made Policies. If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 13.9. Additional Insured Endorsements. The City, its City Council, Commissions, officers, and employees of the City of Grass Valley must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 13.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this Section, shall constitute a material breach of this Agreement.
- 13.11. **Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this

Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Grass Valley, Attn: Zac Quentmeyer, 125 E. Main Street, Grass Valley, CA 95945.

- 13.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 13.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 13.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 13.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

13.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

14. MUTUAL COOPERATION

- 14.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 14.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

If to Consultant

Zac Quentmeyer City of Grass Valley Public Works Department 125 E. Main Street Grass Valley, CA 95945 Telephone: (530) 274-4713

Greg Melton 820 Broadway St Chico, Ca 95928

Telephone: 530-899-1616

With courtesy copy to:

Michael G. Colantuono, Esq. Grass Valley City Attorney Colantuono, Highsmith & Whatley, PC 420 Sierra College Drive, Suite 140 Grass Valley, CA 95945

Telephone: (530) 432-7357 Facsimile: (530) 432-7356

16. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 6.11 (Records), paragraph 11.4 (Indemnification of CalPERS Determination), Section 12 (Indemnity), paragraph 13.8 (Claims-Made Policies), paragraph 14.2 (Consultant Cooperation in Defense of Claims), and paragraph 19.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

17. TERMINATION

- 17.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.

- 17.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 17.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

18. INTERPRETATION OF AGREEMENT

- 18.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 18.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 18.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

19. GENERAL PROVISIONS

- 19.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 19.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 19.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 19.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 19.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 19.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 19.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 19.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of

- any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 19.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 19.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 19.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.
- 19.12. **Venue.** The venue for any litigation shall be Nevada County, California and Consultant hereby consents to jurisdiction in Nevada County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

[Signature Page Follows]

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"	"Consultant"	
City of Grass Valley	Melton Design Group, Inc	
By:	By:	
Printed:	Printed:	
Title:	Title:	
Date:	Date:	
Attest:		
By: Taylor Day, City Clerk		
Date:		
Approved as to form:		
By: Michael G. Colantuono, City Attorney		
Date:		

CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

Cities are subject to the campaign disclosure provisions detailed in Government Code Section 84308.

Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to the City with your application.

No City Councilmember or other City official shall accept, solicit, or direct a contribution of more than \$250 from any party¹ or agent² for 12 months subsequent to the date a final decision is rendered by the City. This prohibition commences when your application has been filed, or the proceeding is otherwise initiated.

A party to a City proceeding shall disclose on the record of the proceeding any contribution of more than \$250 made to any City Councilmember or other City official by the party, or agent, during the preceding 12 months. No party to a City proceeding, or agent, shall make a campaign contribution to a City Councilmember or other City official during the proceeding and for 12 months following the date a final decision is rendered by the City.

A City Councilmember or other city official who received a campaign contribution of more than \$250 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall be disqualified from participating in the proceeding. However, if any City Councilmember or other City who receives such a campaign contribution who returns the portion in excess of \$250 within 30 days of knowing about the contribution and the relevant proceeding, he or she may participate in the proceeding.

To determine whether a campaign contribution of more than \$250 has been made by you or your agent to a City Councilmember or other City official within the preceding 12 months, all contributions made by you or your agent during that period must be aggregated.

Names of current City Councilmembers and other City officials are available on the City's website. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the City Clerk.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(a) Document:

□ Lacense □ Lease	
□ Permit	
□ Franchise	
□ Other Contract	
□ Other Entitlement	
Name and address of any party, or agent, who I more than \$250 to any councilmember or commis preceding 12 months:	
1	
2	
3	
(b) Date and amount of contribution:	
Date Amount \$	<u>—</u>
Date Amount \$	
(c) Name of councilmember or commissioner to w contribution was made:	hom
1	
2	
3.	
(d) I certify that the above information is provide of my knowledge.	ed to the best
Printed Name	
Signature	<u></u>
Date Phone	

¹ "Party" is defined as any person who files an application for, or is the subject of, a proceeding.

² "Agent" is defined as a person who represents a party in connection with a proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.



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7. EXCEPTIONS and ADDITIONS













Attn: City of Grass Valley
Zac Quentmeyer
125 East Main Street
Grass Valley, CA 95945
(530) 274-4713 /

ZacQ@cityofgrassvalley.com

Re: On-Call Landscape Design Assistance

For your consideration,



Chico City Plaza

Melton Design Group, Inc. (MDG) is excited for the opportunity to work with you to provide asneeded Professional Landscape Architect Services for your City. Greg Melton has been in landscape design for 35 years and MDG has been a force in the industry for 13 years. We are a team of exceptional professionals specializing in landscape architecture, park design, irrigation design and recreation planning.

Parks are our PASSION; we have designed over 100 parks in California! But parks are not all we do! We've designed functional and attractive streetscapes, city plazas that work for day-to-day use and special events, playgrounds for every range of age and ability, trails and pathways for health and appreciation of nature plus ... spray grounds ... pump tracks ... skate parks... .

Put our wide range of experience to work for you!

In addition to the capable team at MDG, you get our pool of superior sub-consultants and product vendors, all ready to take your projects and develop them into thriving spaces that will have durability and creativity. We believe in the following:

- **WE CARE.** Every project is a passion project.
- **WE LISTEN.** Every project begins by getting to know the stakeholders as well as we can.
- ❖ **WE ADAPT.** We see design as the intersection of people, purpose and place.

This proposal highlights our ability to perform any tasks and service you need to achieve all your objectives. MDG will be a great asset to you, your projects and your community.

Sincerely,

Gregory Melton - RLA 4217

(530) 899-1616 / Greg@meltondg.com

820 Broadway Street, Chico

MDG has reviewed and accepts the City of Grass Valley sample agreement (Attachment A) without qualifications.



Who We Are

INTRODUCTION TO MELTON DESIGN GROUP



elton Design Group, Inc. (MDG) is a Chico and Sacramento based firm formed by Greg Melton 13 years ago and incorporated in 2016. We are now the premier design firm in Northern California. The Design Group staff has worked closely with communities throughout Northern California over the past 35 years and continues the tradition of providing Clients with the highest quality of licensed

landscape architectural services. We currently have a design and office staff of 15 dedicated individuals ready to apply their skills to your project.

WHY WE ARE QUALIFIED

We are qualified for your on-call landscape design services because the MDG team has worked together successfully on many projects, we complement each other and bring many years of experience working as a team. We are committed to pushing the design envelope, so your designs are the best, most used and remembered for years to come. We create precise plans, specs and bid documents to successfully award a contractor the project and administer the construction of your project. We provide full project management services with a diverse staff experienced in designing and managing. We can handle your projects from start to finish.



Chico City Plaza
2009 CRA Excellence in Public Spaces

WE EXCEL AT...

- Visioning and Communication
- Unique, Locally Focused Design
- Stakeholder Understanding
- Community Outreach
- Master Planning
- Full Designs and Plan Check Review
- Sustainable Design Techniques
- Design Guidelines & Standards
- Construction Plans & Details
- Operations and Maintenance

Butte Co. Administration Center 2018 ASCE Outstanding Urban or Land Development Plan of the Year

FEATURED AWARDS

MDG has been recognized by public and professional agencies for a wide range of projects and community outreach.

2021 California Parks and Recreation Society (CPRS) Design Excellence Park Planning

2018 American Society of Civil Engineers Sacramento Chapter Outstanding Urban or Land Development Plan of the Year

2014 American Society of Landscape Architects Sierra Chapter Honor and Merit Awards Parks/Open Space and Rehabilitation/Mitigation

2009 California Redevelopment Association Award of Excellence in Public Spaces

2007, 2008 and 2009 American Society of Irrigation Consultants National Excellence in Irrigation Honor Award

2007 Chico Economic Planning Corporation Community Vitality Award

2005 California Parks & Recreation Society
Award for Facility Design and Park Planning



MDG brings a consortium of thinkers and makers to Grass Valley. The TEAM integrates the minds that take design, development, operations and maintenance to new levels. Our experts are committed to quality and efficient services. We complete projects in a timely manner on tight project deadlines and we understand the importance of delivering projects within budget. Additionally, we're able to present any necessary reports or studies your elected officials require or that you'd like presented to the public.

SERVICES PROVIDED BY MDG

Melton Design Group provides client services throughout the life of a project, and we are proficient in developing clean sets of documents that are easy to permit and build. Shown here is a list of services we provide in addition to the complete project management and direct communication between all consultants, Client staff and stakeholders. MDG uses both direct person-to-person meetings for primary, critical design sessions and presentations and web-based communication for coordination and file sharing. Services include, but are not limited to:

- Site Analysis and Understanding
- **Facilitation of Public Workshops**
- Site Master Planning
- Project Branding and Park Identity
- * Research and Investigation
- **Photo Simulations**
- Interpretive Design and Signage
- CEQA / EIR Coordination
- Cost Estimates and Analyses

- **Public Agency Presentations**
- Construction Drawings, Details and Specification
- Contract Documents and Bid Documents
- Storm Water Pollution Prevention Plans
- * 3D Modeling and Animation
- Construction Observation and Administration
- **LEED and SITES Certification**
- **Construction Standards and Building Codes**
- Maintenance Manuals and Guidelines

SERVICES PROVIDED BY SUB CONSULTANTS

In addition to the primary management and landscape architect services, the MDG Team can be expanded to provide the following services depending on project scope of work. We will work together to engage the community, work with agencies and create a complete project. Sub-consultant services include:

- Surveying, Civil Engineering and Geotechnical Services
- **Electrical Engineering**
- Structural Engineering
- **Architectural Design Services**
- Arborist
- Wayfinding and Interpretive Design



Verbena Fields Habitat Restoration 2009 ASIC National Excellence in Irrigation 2014 ASLA Open Space and Rehabilitation



River patterns of concrete represent local rivers and lead to a benchmark location on a glass aggregate globe pattern



Meet The Team

STAFFING

Melton Design Group has assembled a team of experienced professionals to provide top notch design services. Key personnel have been selected for their excellence in project management, communication, engineering and park and recreation planning/design. Total Team experience includes over 200 public space projects with more than 100 successful park and recreation facilities designed and built in Northern California.

MDG staff will ensure the prompt delivery of work, control budget and scope and coordination between the Principal-in-Charge and the Client. We know that maintaining the project schedule and identifying and responding to issues that may arise requires frequent and effective communication. The following are the key MDG personnel for your design team and our pool of highly qualified sub-consultants:

Melton Design Group, Inc. – Landscape Architect and Park Planner www.meltondg.com



Greg Melton Principal RLA #4217



Patrick Farrar Senior Project Manager



Paige Gimbal Irrigation Specialist



Sarah Sundahl Landscape/Architectural Designer & Multimedia

Some of the Consultants we work with:









GREG MELTON, RLA, LEED AP PRINCIPAL LANDSCAPE ARCHITECT

Greg Melton has been planning and designing recreation facilities for over 25 years, providing many north state cities and counties with successful design and planning services.

One of Greg's most valued assets is his ability to see and help clients understand the big picture of a project; how a person may experience a project site, understanding the relationship with a site's history and translating these aspects into a physical and visual experience that is informative, fun, and aesthetically pleasing. Greg believes it takes a complete team to design and build a project. All good design ideas need to be vetted against our quality control. All projects deserve quality materials for longevity and operation.

"All the projects we design are specific for each community and we are proud of that."

Recent project experience includes lead design and cost services for:

- West River Park, Town of Truckee.
- Eastside Community Park Master Plan Update in Kerman for the Prop 68 Cultural and Resource Grant submittal.
- Eleanor Nelson Community Park design services for Community Outreach, Master Plan and Cost Analysis, Vacaville.
- Valley's Edge 1,400-acre Mixed Use Development.
 Recreation and Parks Design for Specific Plan and Design Guidelines of 700+ acres of Park and Open Space in Chico.
- Mooretown Rancheria Community Park Master Plan, Grading and Utilities for existing 32-acre area at Feather Falls Casino in Oroville.

EXPERIENCE

Melton Design Group, Inc.

Landscape Architects and Planners, Chico, CA – Principal Land Image

Landscape Architects and Planners, Chico, CA – Principal

On the Drawing Board

Sunset Whitney Recreation Area, City of Rocklin

This recreation area will provide a great space to create community. The open space meanders through hundreds of homes and provides a wealth of recreation, wellness, fire safety and a great place to gather and be social. Living in this space will change your life and enhance your wellbeing through connection to nature and people.



Education

BS in Landscape Architecture, University of Davis 1990 BS in Horticulture and Recreation Planning, CSU Chico 1988

Registration

California Landscape Architect License #4217

Nevada Landscape Architect License #1062

Accreditation

US Green Building Council LEED Accredited Professional

Awards

2018 American Society of Civil Engineers: Outstanding Urban or Land Development Plan of the Year

2014 American Society of Landscape Architects Honor and Merit Awards: Parks/Open Space and Rehabilitation/ Mitigation

2009 California Redevelopment Assoc.: Award of Excellence in Public Spaces

2007 Chico Economic Planning Corporation: Community Vitality Award

2005 California Parks and Recreation Society: Award for Facility Design and Park Planning

Professional Affiliations

California Parks and Recreation Society American Society of Landscape Architects Building Industry Association





PATRICK FARRAR
SENIOR PROJECT MANAGER

Patrick Farrar has worked in the field of Landscape Architecture for over 25 years in all regions of California. He has served as Lead Project Manager and Designer on numerous projects including water quality projects to treat pollution and storm water

runoff, urban streetscape design, multi-modal urban and rural trail design, neighborhood and community parks, corporate campuses, land development, recreation and single-family housing.

Patrick has extensive experience bringing collaborative groups and disciplines together, working for the client from concept through construction. His ability to focus on client needs while minding budgets and design details has yielded successful projects throughout the private, municipal and federal sectors.

"I feel at my best managing projects with multi-disciplinary teams, creating high-quality, significant projects for communities."

EXPERIENCE

Melton Design Group, Inc. – Chico, CA
Senior Project Manager
SCAPE land planning + design – Wenatchee, WA
Principal, Lead Designer
The Nature Conservancy – Wenatchee, WA
Trail Design,
Tetra Tech Inc., San Luis Obispo, CA
Project Manager, Designer

Education

BS in Landscape Architecture – Cal Poly, San Luis Obispo

Professional Affiliations

American Society of Landscape Architects

California Native Plant Society

National Fire Protection Association (NFPA) FIREWISE Practitioner

Association of State Wetland Managers (ASWM)

Committees / Activities

Wenatchee Arts, Recreation and Parks Committee - 2018- 2019

Washington State DFW Citizen Science Ecological Integrity Monitoring

Wenatchee Police Citizens Academy

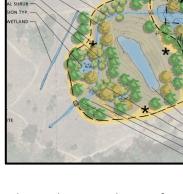
Washington Native Plant Society Shrub-Steppe & Riparian Steward

On the Drawing Board

Riverside Park is a 3.2 -acre planned park and riparian edge restoration project adjacent to the Russian River in downtown Ukiah, CA.

The project goals included the following:

- Restore dump site to create seasonal wetlands and habitat with vegetation restoration.
- Restoration of transition and upland habitat.
- Public open, social space.
- Removal of dump material, invasive plants and weeds.
- Multi-Use Site
 - New Habitat
 - Pedestrian walking trails
 - Wildlife blinds and wetland overlooks.
 - Stormwater river overflow capture, storage and percolation to the aquifer.
- Greenhouse benefits Air, habitat and water quality.



GRADING TO ELIMINATE STORM WATER DRAINAGE TOWARD VINEYARD

NEL TYP





PAIGE GIMBAL LEED-AP, RAI, LEAD IRRIGATION SPECIALIST

Paige Gimbal has been working alongside Greg Melton for close to 20 years in Northern California. She brings extensive experience with irrigation design to the team. Paige's broad knowledge of water conservation

technologies and innovative water use solutions results in longterm cost savings for Clients.

"My specialty is in the details; I think like a contractor and that is great when creating Construction Designs."

Her ultimate goals are to establish reliable water resources for the outdoor landscape environment and to design irrigation systems that are water conserving, highly efficient and can be managed and maintained over time.

EXPERIENCE

Melton Design Group, Inc. – 2000 – Current Landscape Architects and Planners, Chico, CA – Project Manager and Irrigation Specialist

Land Image, Landscape Architects and Planners, Chico, CA – Project Manager and Irrigation Specialist
Normac, Inc. – Branch Manager and Designer
Irrigation Pump and Electric – Irrigation Designer

On the Drawing Board

Madera County Courthouse Park is a 2-acre renovation of a plaza and park in Madera, CA and is located right next to the Madera County Courthouse. The project has complete Master Plan and Cost Estimate paperwork and has moved on to Construction Docs.

The design created by MDG will help rejuvenate the downtown area with the additions of a performance pavilion, inclusive play

area, open turf fields and a new layout for craft and art fairs, along with others will help bring the community together and enjoy this area to its fullest.





MDG

Education

BS in Agriculture Irrigation and Soil Sciences, CSU, Chico, 1978

Cornell Pump School - Certificate of Completion

Certifications and Accreditations 2016 – Present

California Unified Certification Program - Disadvantaged Business Enterprise (DBE)

U.S. Green Building Council – LEED Accredited Professional (LEED-AP)

Irrigation Association - Regional Authorized Instructor

Awards and Honors

Recipient of the American Society of Irrigation Consultants "Excellence in Irrigation" Honor three years in a row

Professional Training

American Rainwater Catchment Systems
Association – Rainwater Harvesting Planning
& Installation

Green Roofs for Healthy Cities

Irrigation Association – Irrigation Design for Water Conservation, Advanced Irrigation Design, Landscape Irrigation Design, Predicting and Estimating Landscape Water Use, Principles of Irrigation, Sprinkler System

MDG TEAM MEMBERS



SARAH CROSSLEY, Lead Project Manager, Multimedia Designer Melton Design Group, Inc.: 2015 to Present

Sarah Crossley joined the MDG team in 2015. Sarah is passionate about all she does. With her background in architectural design, she brings a unique aesthetic to MDG, which can be seen through her mission to create spaces that inspire happy living. She also studies Design Psychology, bringing the "WHY" into our design solutions.

EDUCATION

BFA in Interior Architecture, CSU, Chico, 2015

SELECT PROJECT EXPERIENCE

- Turtle Bay Playground, Redding
- Hope Plaza Memorial, Paradise
- Westacre Park Expansion, W. Sac.
- Valley's Edge Specific Plan, Chico



DANIEL LOUDER, Senior Production Specialist Melton Design Group, Inc.: 2017 to Present

Daniel Louder joined the MDG team in 2017. Daniel has a background in Industrial Design, allowing him to apply engineering principles to creative endeavors. Daniel also has experience in project formatting, construction drawing, photography and estimating. Daniel processes drafts of plans, renderings and other preliminary project materials. He is also Melton Design's IT Technician, making sure everyone has the best tools to perform their jobs efficiently.

EDUCATION

BS in Industrial Design, BA in Spanish, Walla Walla University, 2012

SELECT PROJECT EXPERIENCE

- Madera Co. Courthouse Park
- Brentwood Park, Davis
- Riverbend Community Park, P 4&5
- Mooretown Rancheria Park



AUBREY HENDRICKS, Landscape/Irrigation Designer Melton Design Group, Inc.: 2019 to Present

Aubrey joined the MDG team in 2019. Aubrey has a passion for recreation, creativity and sustainability. She believes in the importance of functional outdoor spaces while treading lightly on the planet and helped create a sustainability plan for a new community in Baja, CA. She earned a Permaculture Design Certificate from Quail Springs and has managed a plant nursery and landscape company.

EDUCATION

BS in Interior / Architectural Design, CSU, San Diego, 2016

SELECT PROJECT EXPERIENCE

- Railyard Town Center, Truckee
- Hewitt Park, Oroville
- Hope Plaza, Paradise
- Chapman Park, Chico





RYAN RIEDLINGER, Project Manager, Landscape Designer Melton Design Group, Inc.: 2021 to Present

Ryan became a part of the MDG team in April 2021. Ryan was born and raised in Chico and is currently pursuing a degree in Architecture. Coming from the agricultural industry, he has experience in winemaking, distilling and beekeeping, as well as managing day-to-day operations of a winery and distillery.

EDUCATION

BA Architecture, in process.

SELECT PROJECT EXPERIENCE

- 20/30 Park, Eureka
- Gold Nugget Museum, Paradise
- Barber Yard Development, Chico
- Legacy Park, Lakeport



GEOFF MULLENNIX, Graphic Designer, Production Specialist Melton Design Group, Inc.: 2021 to Present

Geoff joined the MDG team in 2021, with a BA in Communication Design from California State University, Chico. Geoff has a diverse background in architecture from his time in college and mechanical design from his 6 years in the military as a Machinist Mate. He has a passion for design layouts and creating content that is clear and precise.

EDUCATION

BA in Communication Design, CSU, Chico, 2021.

SELECT PROJECT EXPERIENCE

- Anderson River Park, Anderson
- Wheatland Aquatic Center
- 20/30 Park, Eureka
- Sierra Vista & Alamo Parks, Vacaville



JARED GIBSON, Production Specialist Melton Design Group, Inc.: 2021 to Present

After graduating from Cal Poly San Luis Obispo in 2014 with a BLA degree in landscape architecture, Jared put his expertise to work with a contractor and with a design-build firm. He then joined the MDG team in 2021, bringing years of experience and knowledge. He enjoys developing designs that meld functionality with beauty in creative ways. One of his favorite parts of landscape architecture is knowing plants and where to use them.

EDUCATION

BLA in Landscape Architecture, Cal Poly San Luis Obispo, 2014.

SELECT PROJECT EXPERIENCE

- Oak Creek Park, Paradise
- Anderson River Park, Anderson
- California Park Trails Renov., Chico
- Avie's Place Rec Area, Oroville





CONNOR MELTON, Civil Engineering Associate Melton Design Group, Inc.: 2016 to Present

Connor Melton has been working with MDG since 2016. Connor is a Project Manager whose primary focus is Site Engineering and Construction Documents (horizontal and vertical control, site layout, grading, utility design), Storm water (LID) Designer, Cost Estimating and Project Management. He performed construction monitoring and audits for the Live Oak Soccer Complex in Live Oak.

EDUCATION

BS in Civil Engineering, CSU, Chico, 2020

SELECT PROJECT EXPERIENCE

- Lakeridge Park, Paradise
- Orland Complete Street Plan
- Yuba City Bridge Street
- Meriam Park Central Park, Chico



CURTIS PAUL, Associate Designer Melton Design Group, Inc.: 2022 to Present

Curtis Paul joined the Melton Design Team in early 2022. His breadth of experience ranges from designing architectural interiors to designing commercial A/V and data systems. Curtis was drawn to landscape architecture because of its potential to foster meaningful experiences in people's lives, to create positive change in the culture of our cities and to improve the ecological health of our environment.

EDUCATION

BA in Design, UC, Davis, 2012

SELECT PROJECT EXPERIENCE

- Madera County Courthouse Park
- CARD Bocce Court, Chico
- Hewitt Park, Oroville
- Sierra Vista & Alamo Parks, Vacaville



ANNALIESE (ANNIE) KUHN, Landscape Designer Melton Design Group, Inc.: 2022 to Present

Annie is the newest addition to Team MDG. Annie is a Chico local and calls the Humboldt coast her second home. Her favorite motto is "Positive thoughts, words and actions create more positive thoughts, words and actions." She is an outdoors enthusiast, lover of animals and amateur green-thumb. Annie worked in Eureka, CA as an architecture intern, where she discovered her true passion for architectural design.

EDUCATION

BS in Applied Mathematics, CSU, Chico, 2022

SELECT PROJECT EXPERIENCE

- Chapman Park, Chico
- Paradise Community Center
- Gold Nugget Museum, Oroville
- 20/30 Park, Eureka





TERESA WALSH, Office Manager/Controller Melton Design Group, Inc.: 2019 to Present

Teresa Walsh has worked in the Construction Industry since 1990. Teresa worked for more than two decades for the local Builders Exchange as a Planroom Manager, then for their Statewide Online Planroom as Managing Editor. This provided her with valuable experience in every facet of the industry from RFP to Design to Construction. She later worked for a landscape contractor, where she put her background knowledge into practical application. MDG welcomed Teresa in 2019, where her vast experience has made her a strong guide and anchor for the Team.

EDUCATION

BA in Visual Communications, CSU, Chico, 1990

Not pictured:

CHRISTA MELTON, Marketing Manager
JANELLE STONE, Associate Project Designer



Our Past Supports Your Future

QUALIFICATIONS and EXPERIENCE

he experience of the staff at MDG is focused on Parks and Recreation but includes many other design features including park and community identity and branding, urban-social and recreation spaces, open space and restoration. Our creative solutions have helped many agencies build unique parks and spaces that have become icons for their communities and stand out in their memory for years.

We work to completely understand your community, your stakeholders and the ways any given project can serve the needs of your community.

The following is a select list of MDG projects shown in categories relevant to you. Our diverse knowledge allows us to understand your park and recreation needs.



Walking Paths, Shade Structures and Outdoor Play at Bille Park, Paradise

CURRENT ON-CALL SERVICES FOR OTHER CITIES and AGENCIES

- City of Chico
- City of Davis
- City of Yuba City
- City of Fresno
- City of Wheatland

- Chico Area Recreation and Parks (CARD)
- City of Oroville
- Paradise Recreation and Parks
- City of Clovis
- Feather River Recreation and Parks

COMMUNITY and NEIGHBORHOOD PARKS

- Riverbend Park, Oroville, CA 120 acres
- Eleanor Nelson Park, Vacaville, CA-12 acres
- West River Park, Truckee, CA-1.4 acres
- ❖ Valley's Edge Specific Plan Parks, Chico, CA 160 Acres
- Turtle Bay Exploratorium Adventure Park, Redding, CA
- Baroni Park, Chico, CA 4 acres
- ❖ Wildwood Park, Chico, CA 7 acres
- Westside Community Park, Lakeport, CA 70 acres
- DeGarmo Park, Chico, CA 36 acres
- Noble Park, Paradise, CA 7 acres
- Shastina Community Park, Redding, CA 14 acres
- Katie's Kids Park, Kerman, CA 4 acres
- Walnut Park, Winters, CA 4 acres



COMPLETE STREETS

- El Dorado Hills Town Center, Town Center Blvd., CA
- Highway 32/Walker Street, Orland, CA
- Highway 20/Highway 99, Yuba City, CA
- Hazel Street Downtown, Demonstration Project, Gridley



RENOVATED PARKS

- Vinewood Park, Ukiah, CA
- Eastern Oak Park, Sacramento, CA
- Austin Park and Highlands Park, Clearlake, CA
- Turtle Bay: Babes Coral, Redding, CA
- Bille Park, Paradise, CA
- Caper Acres, Chico, CA
- Foothill Community Park, Sacramento, CA

OPEN SPACE and TRAILS

- Bidwell Park Range Remediation-Oak Woodland, Chico
- Verbena Fields 20-acre Creek Restoration, Chico, CA
- Live Oak Community Trails / Pocket Parks, Live Oak, CA
- California Park Chain of Ponds and Trail System, Chico
- Riverbend Community Park, Oroville, CA
- El Dorado Hills Town Center, El Dorado Hills, CA

HABITAT RESTORATION

- Riverside Park, Ukiah, CA
- North Park, Davis, CA
- Little Chico Creek Floodplain Restoration, Chico, CA
- Kachituli Oxbow Riparian Corridor, Sacramento, CA
- South Volante Park Wetland Restoration, Anderson, CA
- Shauna Downs Wetland Bank, Durham, CA
- Big Chico Creek Floodplains, Chico, CA
- Putah Creek Parkway, Davis, CA

WATER CONSERVATION PLANS

- City of Davis and Woodland Conservation Plan
- Elk Grove Community Park Water Reduction Plan
- Chestnut Park Water Reduction Study, Davis, CA
- HACB Countywide Conservation Plan

CITY and RECREATION DISTRICT MASTER PLANS

- Valley's Edge Specific Plan Receation Element, Chico, CA
- CARD Master Plan Update 2013, Chico, CA
- Feather River Recreation Park District 2020 Master Plan
- Red Bluff Parks and Recreation 2015 Master Plan
- CARD 2030 Master Plan Update
- City of Chico Design Guidelines Manual

STREETSCAPES

- Feather River Boulevard Revitalization Plan, Oroville, CA
- West Gateway Mixed Use District, Hollister, CA
- El Dorado Hills Town Center Amphitheater
- Murieta West Planning Area, Rancho Murieta, CA
- Meriam Park, Chico, CA













Sunset Whitney Recreation Area (SWRA)

Landscape/Art Sculptures

Rocklin, California

Dates: 2022 – Current

Design Fee: \$120,500

Project Cost Ph 1: \$3.2 million

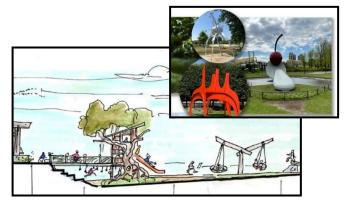
Contact: Kevin Huntzinger, CPRP Director

Parks & Recreation Department

(916) 625-5296 / Kevin.Huntzinger@rocklin.ca.us

Relevant Staff Roles:

Greg Melton, Principal Sarah Crossley, Project Manager Annaliese Kuhn, Designer/Technician



Inclusive Playground at "The Hub"

Project Summary: In March 2022, Melton Design Group, Inc. began work with the City of Rocklin as lead consultant with WDSLA, COAR Design Group and Peloton Research & Economics to create a Master Plan for the 184 AC community park and trails system project, which was previously converted from a golf course. Through community workshops and public outreach, we were able to clarify the needs of Rocklin and evaluate park features and layout.

Activation and preservation are the main focus of the Project. The two acivated zones with ammenities are "The Hub" and "Sunset Boulevard Playground". They are connected by walking, bicycling and crosscountry trails through the site. The Hub is the main access point into the park. Ammenities include the following: parking lot, veterans memorial, rose garden, pickleball courts, adventure play area, maintance shed, mountain bike course, art walk and an existing clubhouse that is to be renovated to suit the communities needs. MDG developed the project from conceptual design, through design devlopment, needs assessment, 30-year operation and maintance cost analysis.



"The Hub" Master Plan – Sunset Whitney Recreation Area



Bridge Street Reconstruction (Phase 1 and 2) Streetscape Design

Yuba City, California **Dates:** 2017 – 2019

Project Cost: \$550,000 (Phase 1)

Contact: Ben Moody, PE / Diana Langley, PE Yuba City Public Works (530) 822-4694

Relevant Staff Roles:

Greg Melton, Principal / Project Manager

MDG, Inc. partnered with the Public Works Department, Ben Moody and Diana Langley, to create a unique streetscape design for Bridge Street in Yuba City. Our scope of work included developing a low-maintenance hardscape, planting and irrigation concept.



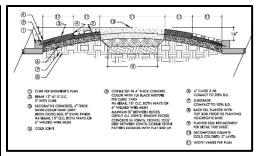
Installed median landscape with concrete, cobble, planting

Initially MDG studied the length of Bridge Street to establish a plan that would create a street tree/shrub program to achieve an attractive street design. Finally, MDG packaged complete construction drawings along with integrating new details, specifications, requirements, submittals and inspections. To provide the City with a forecast of project cost, from conception to maintenance, MDG created installation, maintenance and replacement costs for the project.

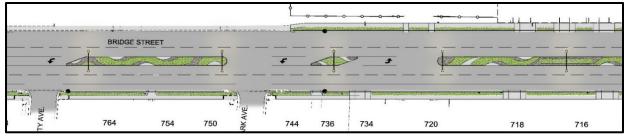
Specific milestones include site visits, analyses and meetings to generate a landscape architectural base. From there MDG created a concept landscape plan for coordination with the City as well as comment from the public. This allowed MDG to maintain project flexibility to meet all stakeholder needs while remaining open to feedback. Next, drawings, details and specifications were created for a complete bid package.



Installed Median Landscape



Median Section Detail



Bridge Street Median Design - Plan View



Eastern Oak Plaza Park Renovation

Sacramento, California

Contact:

JR Hichborn, Parks Superintendent Mission Oaks Recreation and Park District (916) 588-6566 / cell (530) 306-8696 TJ Newman, Retired Manager

The design included: renovation of soccer fields, the conversion of turf areas to drought tolerant landscape; turning an old tennis court into pickle ball courts and the

addition of a restroom, futsal / basketball courts, exercise stations, universal playgrounds, a community plaza, and shade structures. MDG services included: Master Plan, Cost estimate, Public Outreach, Construction Documents, and Bid Construction Administration. When the park opened, it was instantly a big hit with the community, especially the playground. With the reduction in unused turf areas, the District is saving largely on the water and maintenance costs. The project construction was jointly managed by Sacramento County, MORPD and Melton Design Group.





West River Street Park Riverfront Development and Access

Truckee, California

Contact:

Hilary Hobbs, Town of Truckee, (530) 582-2914

The project is a 1.4 -acre planned park and riparian edge restoration project on West River Street in downtown Truckee.

The project goals included the following:

- Provide a passive park with public river access
- Restoration of riparian edge with interpretive panels.
- Public open, social space.
- Riverfront access & activated riverfront play.
- Multi-Use Site: park facility, river-oriented commercial offerings, river access, stormwater treatment.
- Connectivity: Expansion of downtown to Legacy Trail and trail bridge, downtown core to natural open space & river.
- Greenhouse Benefits: air, habitat and water quality.
- Catalyst for riverfront development.
- The Ordinary High-Water Mark of the Truckee River was determined based on the methods specified in the 2014 Guide to Ordinary High-Water Mark (OWHM).







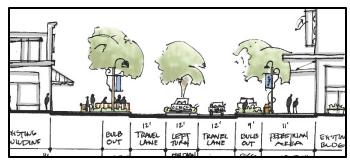
Streetscapes

Walker Street Master Plan

Orland, California

Start - End Date: 2017 – 2019 Contact: Pete Carr, City Manager City of Orland (530) 865-1603

Project Summary: Streetscape design according to the Caltrans Sustainable Communities Grant and Caltrans Design



Streetscape Section

Guidelines Manual. Primary goals of the project were to transform the Highway 32 corridor into an accessible and pedestrian-friendly environment, bring continuity to the corridor and create a more vibrant experience that will attract new business, appeal to the existing community and promote tourism. Design measures included a roundabout to alleviate traffic congestion, traffic calming medians, bulb-outs, decorative hardscapes and landscape. Elements of Orland history, culture and geology were incorporated throughout the design.



5th Street Intersection



Corner Sidewalk and Crosswalk Design

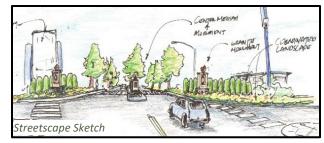
Lincoln & Huntoon Streets Restoration Plan

Oroville, California

Start - End Date: 2019 – Current **Contact:** Don Rust, Planning Director City of Oroville (530) 538-2433

Project Summary: The primary focus of the Lincoln & Huntoon Restoration Plan was to create a better business and pedestrian environment. Each street is currently one-way, with few stop signs or a light, causing a traffic thoroughfare that bypasses most of the local business.

The Revitalization Plan is an integrative process with the overall intention to create a cohesive community and environment for commerce to thrive. The plan provides direction for streetscape and traffic improvements in an effort to enhance pedestrian safety, bring continuity to the corridor and create a more vibrant experience that will attract new business, appeal to the existing community and promote tourism.







Eureka 20-30 Park Renovation

Eureka, California

Dates: April 2021 – current Design Fee: \$353,000 Project Cost: \$5.8 million

Contact:

Donna Wood, Community Services
Director
City of Eureka
(707) 441-4241,
DWood@ci.eureka.ca.gov

Relevant Staff Roles:

Greg Melton, Principal Patrick Farrar, Project Manager Ryan Riedlinger, Landscape Designer

Project Summary:

This incredible park project includes:

- Natural themed design based on the region's cultural and physical geography.
- 2. A unique park identity and experience for all users.
 - Egret-themed play structure based on local rookery.
 - Passive and active fitness.



Custom Egret Play Structure Hand Sketch



Custom Crab Play Structure Computer-Generated Mock-Up

- Themed art and educational experience throughout park.
- 3. Coordination with local tribes, artists and stakeholders.
- 4. Uniting the existing baseball field re-design with the new park, creating a cohesive, connected experience.
- 5. Stormwater management, education and incorporation into the park design.
- 6. Plant selection that reduces water use and establishes native and culturally important plants.
- 7. New street corners designed for pedestrian safety.

Site Elements:

- Contoured Grass-Free Play
- Multi-Use Game Area
- Nature Play Parkour
- Fitness Area
- 1/2 mile of accessible Walking Path
- Updated Baseball Field and Amenities
- Concession/Restroom Building with Living Roof
- Neighborhood Connectivity at four park entries



Eureka 20-30 Park Play Area and MUGA Enlargement

• New and Improved Parking With EV Charging Stations







California Park Chain of Ponds and Trail System

Chico, California
California Park Homeowners Association
Contact:

Hignell, Inc. Property Management (530) 894-0404

Greg Melton has worked with the California Park HOA for the last 20 years in creating a Master Visioning Plan for an Open Space and Trails System that connects residential properties to neighborhood parks, seasonal creeks and Upper Lake.

In 2012, Melton Design Group staff worked to renovate some of the landscape along the trails and greenway corridor.

New, for 2021, MDG is creating a Solar Panel Mitigation Plan to include Site Assessment, Master Plan Update, Design Development / Concept Plan, View Shed Assessment and Cost Estimate.

Project services, past and current, include:

- Greenways Master Plan
- Construction Documents
- Community Trail System
- Neighborhood Parks and Playgrounds
- Pedestrian Trail Bridges
- Chain of Ponds Water Feature
- Lake Aeration / Fountain System
- Construction Administration
- Cost Estimating





North Davis Julie Partansky Pond Trail and Habitat Restoration Project

Davis, California

Dates: 2019-2020

Contact: Dale Sumersille

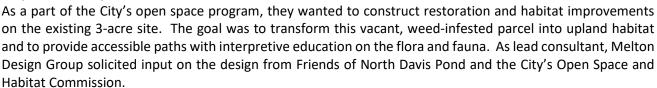
City of Davis Parks and Recreation

(530) 757-5626 / DSumersille@cityofdavis.org

Relevant Staff Roles:

Greg Melton, Principal
Paige Gimbal, Irrigation Specialist

Project Summary:



Primary improvements included a new walking trail between the existing sidewalk and greenbelt path, new locational and interpretive signs, a pond overlook area, a hedgerow of rapid-establishing native plants to prevent the spread of invasive grasses from the detention pond, new seating areas and upland habitat planting.



View of Accessible Trail



Interpretive Panel



Our Projects Stay On Track

SAMPLE WORK PLAN



3 weeks 8 weeks

hase

Project Set Up and Programming

The project launch initiates the projects and gets all the players together to confirm schedule and scope. Programming tasks will define and prioritize all elements. We approach programming as a holistic effort with all players.

Deliverables:

Schedule, Program, Milestones

Site Analysis, Topography and Utility Study

The Site Analysis will capture all the information about the site, under, above and adjacent. We create or obtain topographic and boundary surveys. These documents are key to a successful end product.

Deliverables:

Surveys, Onsite Knowledge, Utility Map

Master Plan Programming and Cost

In order to come up with a desirable concept, we start by identifying goals, elements and functions of the site and Client priorities. We then develop a Master Plan and Cost Estimate for Staff and Stakeholders.

Deliverables:

Master Plan, Illustrative Renders, Cost Estimate(s), Proposed Building Footprints

9 weeks

Schematic Design Documents

From the Master Plan, we develop Schematic Design Documents (30%), specifications outline and operational program. SD will indicate all improvements in the project, with costs and phases. Stakeholder meetings and site visits aid the process.

Deliverables:

30% Schematic Design Docs, Specifications Outline, Renderings, Operational Program, Preliminary Cost Estimate 8 weeks

Design Development Documents and CEQA

Support

This process advances to a more detailed plan (approx.. 50% CDs) based on the approved Schematic Design. The priority is to define and develop the important aspects of the project in detail with specs.

Deliverables:

Drawing Set, Draft Spec, Detailed Cost Estimate, Phasing, Life-Cycle Cost Analysis, CEQA Support

3 mos.

mos.

6 mos. Grand Opening 24 mos.

Construction

Documentation

Here we develop the Design
Drawings into a thorough and
precise set of Construction
Documents, Details and
Specifications that have all the
details necessary to communicate
the entire project to 100%
completion. Cost is updated at
this time also.

Deliverables:

Construction Drawings, Details and Specifications / Cost Estimate

Bidding and Addenda

In this task, we add bid forms and contracts, bid addenda and bid alternates. This information finalizes the bid, which pushes us into onsite bid meetings with contractors, RFIs, bid review and award of project.

Deliverables:

Bid Forms, Addenda, RFIs, Contractor Bids, Bid Review and Project Award

Construction

Administration

Here we coordinate with the Client Staff and Contractor to review submittals. Project inspections and RFIs allow us to answer questions from the contractor and to solve problems quickly, essential to a project's success.

Deliverables:

Observation Reports, Punch Lists, RFIs, Certificate of Payment, Notice of Substantial Completion

Timelines Change Depending on the Type of Project



EXHIBIT B

Worth Every Penny

SCHEDULE OF RATES

MDG PERSONNEL

Principal Landscape Architect	\$195.00 / hour
Project Manager	\$155.00 / hour
Irrigation Specialist	\$140.00 / hour
Graphic Designer	\$125.00 / hour
Designer/Technician	\$105.00 / hour
Administration	\$ 90.00 / hour

REIMBURSABLE EXPENSES

B & W Copies, 8.5 X 11 B & W Copies, 11 X 17	\$.35 each \$.60 each
Color Copies 8.5 x 11	\$ 1.40 each
Color Copies 11 X 17	\$ 2.65 each
Binding Covers 8.5 x 11	\$ 3.00 each
Binding Covers 11 x 17	\$ 6.00 each
Black & White 24x36 Print	\$ 5.75 each
Black & White 30x42 Print	\$ 8.25 each
Color 24x36 Print	\$30.50 each
Color 30x42 Print	\$45.00 each
Premium Color Glossy Plan Print	\$65.00 each
Foam Core 24" x 36"	\$13.50 each
Foam Core 30" x 42"	\$16.00 each
Flash Drive	\$ 10.00 each
Overnight Mail	Cost Plus 15%
Courier	Cost Plus 15%
Photography	Cost Plus 15%
Soils Analysis	Cost Plus 15%
Travel / Automobile	\$.75 per mile

Note: Rates subject to change after one year of proposal



Let Our Clients Do The Talking

REFERENCES

elton Design Group, Inc. has had an opportunity to work with many different agencies creating successful projects. Following is information for several agencies that we have been contracted with as an On-Call resource. These references provide you with a glimpse into the resource MDG can be for you.

City of Davis

23 Russell Boulevard, Davis, CA 95616

Department of Parks and Community Services Dale Sumersille, Director (530) 757-5626 / DSumersille@cityofdavis.org

Projects: Brentwood Park

Chico Area Recreation and Park District

545 Vallombrosa, Chico, CA 95928

Annabel Grimm, General Manager (530) 895-4711 / AGrimm@chicorec.com

Projects: Rotary Centennial Park

Chapman Park Caper Acres Park DeGarmo Park

CARD Rose Garden and Event Facility

City of Fresno

1875 Feather River Boulevard, Oroville, CA 95965

Ed Chinevere, PARCS Assistant Director (559) 903-6033 / Edward.Chinevere@fresno.gov

Projects: Armstrong-Hamilton Park Tot Lot

Radio Park Quigley Park

Paradise Recreation and Park District

6626 Skyway, Paradise, CA 95969

Dan Efseaff, District Manager (530) 872-6393 / DEfseaff@paradiseprpd.com

Projects: Lakeridge Park Master Plan, Design Development and Construction Documents

Bille Park Renovation
Oak Creek Park Master Plan

Moore Park Master Plan and Renovation Noble Park and Expansion Master Plan

Eastside Community Park Master Plan, Costs, Sustainability Design



We Can Handle Your Projects

ACKNOWLEDGEMENTS

- 1. Melton Design Group, Inc. (MDG) does not take exception to or request any changes to the Scope of Services, the standard Professional Services Agreement nor other requirements of the RFP "On-Call Landscape Design Assistance" issued by the City of Grass Valley.
- 2. MDG has never defaulted on a contract.
- 3. MDG has never been suspended or debarred by any government agency.
- 4. MDG has not had any claims in the past five (5) years against our company concerning our work filed in a court or arbitration.
- 5. MDG will always take a proactive approach to resolving any conflict, whether it be with a Client, a Sub-Consultant or a Vendor.
 - a. We listen.
 - b. We gather the facts.
 - c. We come up with solutions.
 - d. We make sure that the conflict is resolved to the satisfaction of all parties.
- 6. MDG and the staff of MDG have no conflict of interest to provide the services outlined in the above-state RFP.

