
MPA Design

Landscape Architects
and Urban Designers

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January 5, 2015

Mr. Tom Bradley
Mr. Bob Berggren
Pleasant Hill Recreation and Park District
147 Gregory Lane
Pleasant Hill, CA 94523

Subject: Pleasant Hill Community Park, Pathway Replacement Project

Dear Bob and Tom:

We would be happy to assist the PH Recreation and Park District with the Pathway Replacement Project at Pleasant Hill Community Park. This updated proposal reflects your comments from our 12-23-14 meeting that clarified your desired scope of design services. The assumptions we will operate under will be as follows:

1. Concrete Unit Pavers are the selected direction, and alternate paving schemes will not be explored.
2. The selected unit paver is Basalite Artisan Slate Paving Stone, but selection of color and finish will be included in our work.
3. District board meetings or City of P. H. public hearings will be handled by District staff.
4. One or two minor changes of alignment will be considered in limited areas.
5. One new curb cut for truck access off Cleaveland Rd. will be included.
6. The drawings will be prepared as if the entire project is to be constructed in one phase. District staff will then determine phasing and coordinate the implementation of the phasing.
7. Drainage will be included in our scope of work in one location, an existing low spot between the baseball field and community garden. For purposes of this proposal we assume one drain structure to be connected to the existing storm drain system. Since we do not have a site survey with existing grade information, we will place the inlet as close as possible to the existing low spot on the plans, and District staff will coordinate with the contractor to insure the structure is placed at the actual low point in the field during construction.
8. District staff will provide direction concerning the cross sectional design of the unit paver/base rock section to be used under a light vehicular usage, with the existing soil conditions at this site.
9. Adjustments to existing irrigation heads will be made by District staff after the plans are complete, but before construction.

I. BASE SCOPE OF WORK

- A. General: The Landscape Architect shall provide landscape architectural services as defined herein. For purposes of this agreement, the services do not include the physical construction to which the service relates.
 1. Standards: The Services Shall:
 - a. The Landscape Architect shall perform its services in accordance with the generally accepted professional standard of care and skill ordinarily practiced by professional consultants in like disciplines performing services of a similar nature under similar circumstances at the same time and in the same locale. It is understood that the Landscape Architect makes no warranty or guarantee, either expressed or implied under this Agreement or otherwise, in connection with the Landscape Architect's services.
 - b. The Landscape Architect will exercise due professional care to comply with applicable laws, rules, codes, regulations, and orders of any governmental or public authority having jurisdiction over the Work in force at time of issuance of documents for bid.
 2. Other Contracts: The Owner acknowledges and agrees that other contracts for work on the Project shall not extend the duties or liabilities of the Landscape Architect beyond those in this Agreement. The Landscape Architect shall cooperate with any other contractors retained by the Owner. All indemnity and hold harmless

provisions in the construction contracts shall indemnify the Landscape Architect to the same extent as the Owner is indemnified.

3. Cost Estimate Preparation: Any opinions of probable construction cost provided by the Landscape Architect are made on the basis of the Landscape Architect's experience and qualifications and represent the Landscape Architect's best judgement as an experienced and qualified professional generally familiar with the industry. However, since the Landscape Architect has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable Construction Cost prepared by the Landscape Architect. If Owner wishes greater assurance as to probable construction cost, Owner shall employ an independent cost estimator.
4. Project Area: The primary interior pathway at Pleasant Hill Community Park, as delineated on the attached Exhibit B.

B. SERVICES

1. CAD background preparation using the existing Mitchell background, site review to inventory existing conditions, and add the Sr. Center and Teen Center to the overall CAD background.
Task 1 fee: \$1,000
2. Schematic Design:
 - a. Layout design, scope determination and CAD drawing preparation.
 - b. Research Unit Paver selection, edging, and cross section. Coordinate with manufacturers.
 - c. Prepare photo and sample exhibit.
 - d. Cost estimating.
 - e. Misc. coordination and one meeting with District staff
 - f. One presentation with Board of Directors.Task 2 fee: \$3,600
4. Construction Documents:
 - a. Site review to confirm existing Conditions.
 - b. Misc. coordination w/ District.
 - c. Demolition Plan.
 - d. Layout Plan, (materials & horizontal control) notes, legends.
 - e. Drainage elements, to be shown on Layout plan.
 - f. Pavement & drainage details.
 - g. Specifications.
 - h. Meetings: none.
 - I. Submit for City review for the driveway curb cut only, and make the required revisions.Task 4 fee: \$7,100

C. Compensation:

Base Scope Labor Fee, (Tasks A1-4):	\$11,700
Estimated Reimbursable Expenses:	<u>\$300</u>
Total Proposed Compensation:	\$12,000

II. OPTIONAL AND NOT INCLUDED TASKS

- A. OPTIONAL TASKS, not included in Base Scope above, but available on an additional hourly rate basis if necessary:
 1. Additional schematic concept exploration or exhibit preparation.
 2. Construction period consulting or review services.
 3. Licensed Civil Engineer review, stamp & sign drainage and driveway.
 4. Public meetings / hearings.
 5. Additional coordination meetings beyond those included in the Base Scope of Work.
 6. If additional services are required to assist with City review, or if additional work products are needed as

a result of City review, we will provide a separate proposal at that time.

B. TASKS NOT INCLUDED:

1. Site survey or inventory/documentation of existing features.
2. Geotechnical or Civil Engineering services or recommendations. Unit paver cross section design.
3. Ordinance compliance calculations / documentation other than Construction Documentation noted above.
4. "C3" filtration planters or bioswales, grading design.
5. Modification of existing utilities. Drainage design other than the drainage structure noted above.
6. Planting and Irrigation modifications or design of new improvements.
7. Plans for more than one phase of construction.
8. Bid and Construction Services.
9. Record Drawings.

III. INSURANCE

- A. Provision By Landscape Architect: During the performance by Landscape Architect of services under this Agreement, Landscape Architect shall maintain in full force and effect, at Landscape Architect's own expense, insurance coverage to include:
1. Workers' Compensation coverage, as required by law;
 2. Employer's Liability coverage, with limits of at least \$100,000 per occurrence;
 3. Professional liability (errors and omissions) insurance: \$1,000,000.
 4. General Liability and Automobile coverage (owned, non-owned (and hired), with personal injury limits of at least \$1,000,000 combined single limit.

IV. TERMINATION, SUSPENSION OR ABANDONMENT

- A. This agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination.
- B. If the project is suspended by the Owner for more than 30 consecutive days, the Landscape Architect shall be compensated for services performed prior to notice of such suspension. When the project is resumed, the Landscape Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Landscape Architect's services.
- C. This agreement may be terminated by the Owner upon not less than seven days' written notice to the Landscape Architect in the event that the project is permanently abandoned. If the project is abandoned by the Owner for more than 90 consecutive days, the Landscape Architect may terminate this agreement by giving written notice.
- D. Failure to the Owner to make payments to the Landscape Architect in accordance with this agreement shall be considered substantial non-performance and cause for termination.
- E. If the Owner fails to make payment when due the Landscape Architect for services and expenses, the Landscape Architect may, upon seven days' written notice to the Owner, suspend performance of services under this agreement. Unless payment in full is received by the Landscape Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Landscape Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.
- F. In the event of termination not the fault of the Landscape Architect, the Landscape Architect shall be compensated for services performed prior to the effect date of termination, together with reimbursable expenses then due and all termination expenses as defined in the following section "G".
- G. Termination expenses are in addition to compensation for basic and additional services, and include expenses which are directly attributable to termination. Termination expenses shall be computed as a percentage of the total compensation for Basic Services and Additional Services earned to the time of termination, as follows:
1. Termination expenses shall be an additional twenty percent of the total compensation for basic and additional services earned to date if termination occurs before or during schematic design phases; or
 2. Termination expenses shall be an additional ten percent of the total compensation for Basic and Additional Services earned to date if termination occurs during the design development phase; or
 3. Termination expenses shall be an additional five percent of the total compensation for Basic and Additional Services earned to date if termination occurs during any subsequent phase.
- H. In the event that the Owner terminates this Agreement prior to completion of construction, or the Owner chooses

to engage the Landscape Architect for partial or less than full services throughout any phase of the Work, the Owner agrees to indemnify, defend and hold the Landscape Architect harmless from and against any and all claims, suits, demands, losses, and expenses, including reasonable attorneys' fees, accruing or resulting to any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons, including death, arising out of or in connection with the design and construction of the Project, except where the Landscape Architect is found to be solely liable for such damages or losses by a court or forum of competent jurisdiction.

V. MEDIATION

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

VI. OWNERSHIP OF DOCUMENTS

The drawings, specifications and other documents prepared by the Landscape Architect and the Landscape Architect's consultants shall be the property of the Owner, upon payment of all fees and expenses owed under this Agreement. Any use of such documents by the Owner or others, on any project other than this project shall not extend the liability of the Landscape Architect or the Landscape Architect's consultant to such other projects. The Landscape Architect retains the copyright of the ideas and designs delineated in the plans, specifications and all standard details, drawings and documents. In the event of any unauthorized use, reuse or modification to the Landscape Architect's Drawings, Specifications and other documents by any persons, firms or legal entities, the Owner agrees to indemnify, defend and hold the Landscape Architect, its employees and subconsultants, harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including reasonable attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms, or any other legal entities, on account of any damages or losses to property or persons, including death, or economic losses arising out of such unauthorized use, reuse or modification of the Landscape Architect's Drawings, Specifications and other documents, except where the Landscape Architect is found to be solely liable as between the parties hereto as well as between any other persons, firms or legal entities for such damages or losses by a court or forum of competent jurisdiction.

XII. INDEMNIFICATION

To the maximum extent permitted by law, Owner shall indemnify, assume the defense of and hold harmless the Landscape Architect, its agents, employees and consultants from and against any and all liability including but not limited to all attorney fees and other costs of defense, arising out of or alleged to arise out of or in any way connected with the project which is the subject of this contract or the activities carried out pursuant to this contract, or from conditions pre-existing at said project including the concurrent negligence of the Landscape Architect, its agents, employees and consultants, excepting only such claims or losses determined by a court or other forum of competent jurisdiction to arise out of the sole negligence or willful misconduct of the party seeking indemnification hereunder. This provision shall survive termination of this agreement.

XIV. MISCELLANEOUS PROVISIONS

- A. Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Landscape Architect.
- b. The Owner and Landscape Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Landscape Architect shall assign this Agreement without the written consent of the other.
- c. This Agreement represents the entire and integrated agreement between the Owner and Landscape Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Landscape Architect.
- d. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Landscape Architect.
- e. Unless otherwise provided in this Agreement, the Landscape Architect and Landscape Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products,

- polychlorinated biphenyl (PCB) or other toxic substances.
- f. The Landscape Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Landscape Architect's promotional and professional materials.
 - g. The Owner hereby agrees that to the fullest extent permitted by law, the Landscape Architect's total liability to Owner any or all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project or this Agreement from any cause or causes including but not limited to the Landscape Architect's negligence, errors, omissions, breach of contract or breach of warranty shall not exceed the proceeds available from Landscape Architect's professional liability insurance at the time of any settlement or adjudication of Landscape Architect's liability
 - h. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such a proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' fees which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose. For purposes of this provision, "prevailing party" shall include a party which dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.
 - i. In no event shall the officers, directors, shareholders, owners, members, partners or employees of the Landscape Architect, or the Landscape Architect's Consultants be personally liable for any obligation under this Agreement, for any alleged breach of this Agreement, for any direct, indirect, incidental or consequential losses or damage of any kind or nature whatsoever, provided that the responsible entity is a properly organized, maintained, and capitalized partnership, limited liability partnership, corporation, limited liability company or other recognized business entity (the "Entity"). The Owner agrees that its sole and exclusive remedy for any and all obligations and claims shall be against the Entity and not against any officer, director, shareholder, owner, member, partner or employee. Owner and the Landscape Architect expressly waive any applicable statute or regulation to the contrary.
 - j. Landscape architects are regulated by the State of California. Any questions concerning a Landscape Architect may be referred to: Landscape Architects Technical Committee, 2420 Del Paso Rd., Suite 105, Sacramento, CA 95834. Phone: (916) 575-7230.

If acceptable, please confirm your approval by signing below, and return a copy to us. Please call if there are any questions.

Sincerely,
MPA Design



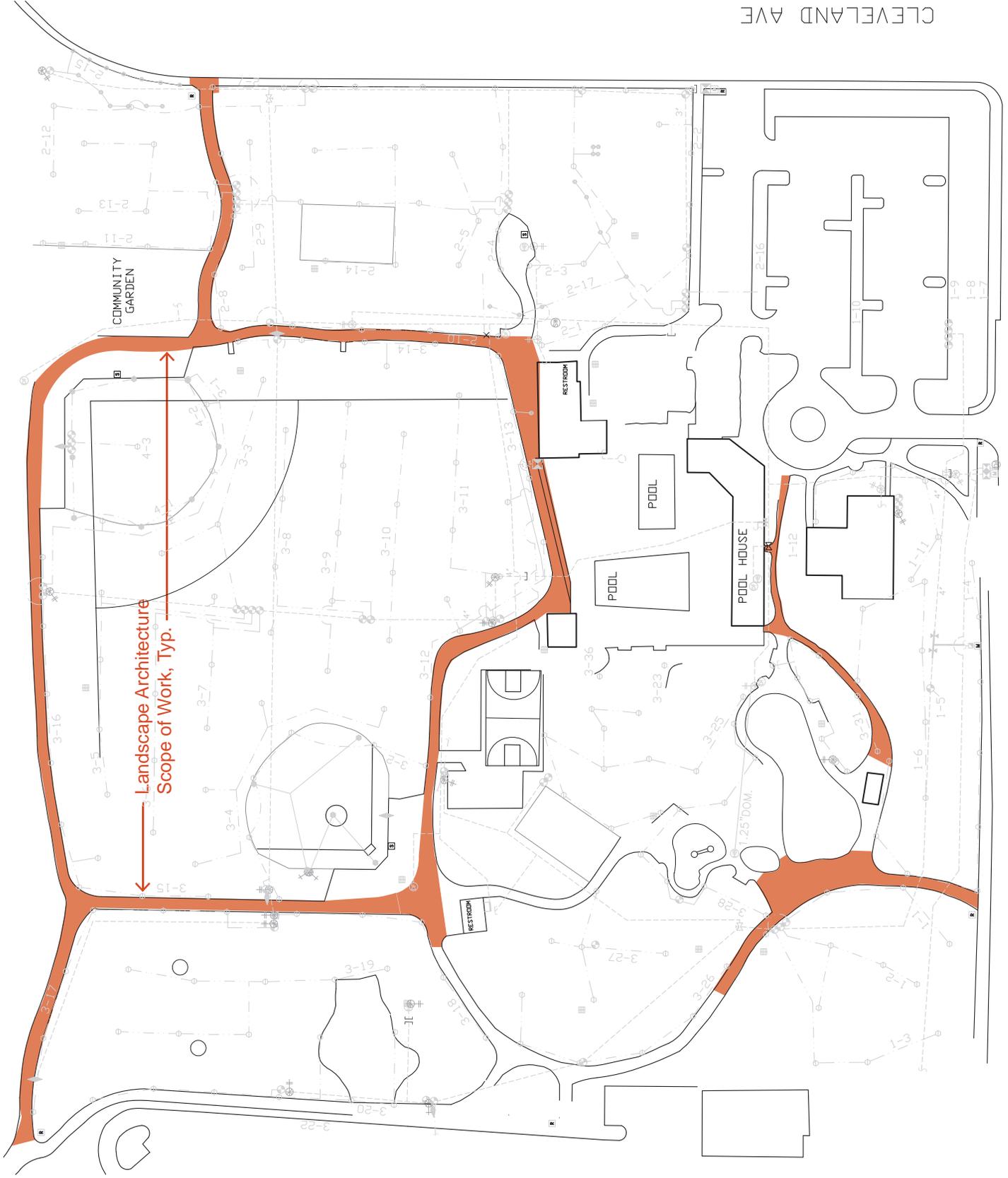
Richard Alcina
Principal

APPROVED AND ACCEPTED:
Pleasant Hill Recreation and Park District

By: _____
(signature)

(printed name and title)

Date: _____



CLEVELAND AVE

GREGORY LANE

Pleasant Hill Community Park Pathway Renovation
Exhibit "B" - Scope of Work Areas 1-5-2015