

AGREEMENT FOR PROFESSIONAL SERVICES
(Design Professional – Architects, Engineers & Landscape Designers)

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as “City”) and KLA, Inc. a California Corporation, whose address of record is 151 N. Norlin Street, Sonoma, California 95370, (hereinafter referred to as “Consultant”).

WHEREAS, City is undertaking a project to construct landscape and irrigation improvements within the Bellevue Ranch area; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide landscape architecture/design services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **SCOPE OF SERVICES.** The Consultant shall furnish the following services: Consultant shall provide the landscape architecture/design services described in Exhibit “A” attached hereto.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the Director of Public Works or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

2. **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit “A” attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon the day first above written and end on October 31, 2021.

4. **COMPENSATION.** Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "B" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "B". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of Forty-Three Thousand Two Hundred Dollars (\$43,200.00).

5. **METHOD OF PAYMENT.** Compensation to Consultant shall be paid by the City after submission by Consultant of an invoice delineating the services performed.

6. **RECORDS.** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. **CONSULTANT'S BOOKS AND RECORDS.** Consultant shall maintain any and 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 the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. **INDEPENDENT CONTRACTOR.** It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS 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.

9. INDEMNITY.

A. Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the City in the performance of professional services under this agreement.

B. Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (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 legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, 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 City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

10. INSURANCE. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.
- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City

reserves the right to withhold payment if Consultant's insurance policies are not current.

11. **ASSIGNABILITY OF AGREEMENT.** It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

12. **TERMINATION FOR CONVENIENCE OF CITY.** The City may terminate this Agreement any time by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

13. **CONFORMANCE TO APPLICABLE LAWS.** Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

14. **WAIVER.** In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

15. **INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS.** In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

16. **AMBIGUITIES.** This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

17. **VENUE.** This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

18. **AMENDMENT.** This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

19. **INTEGRATION.** This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

20. **AUTHORITY TO EXECUTE.** The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

21. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

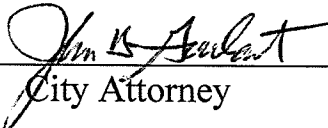
CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEPHANIE DIETZ, ACTING CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY:  8-28-20
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT
KLA, INC.,
A California Corporation

BY: 
(Signature)

Tom W Holloway
(Typed Name)

Its: President
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 90-0147405

ADDRESS: 151 N. Norlin Street
Sonora, CA 95370

TELEPHONE: (209) 532-2856

FAX: _____

E-MAIL: tom@kla-ca.com

Bellevue Ranch West - Project 120053

Additional Information - Scope of Services

Scope of Services

The following Scope of Services addresses the responsibilities of KLA. It follows the Professional Services described in the RFP and has been structured to reflect KLA's approach to delivering the design and contract documents according to the needs of the City for clarity of bid and installation and flexibility to separate out and/or phase portions of the project with respect to budget.

Task 1: Conceptual Design Phase

1.1 – Kick-off Meeting / Site Meeting (meeting #1)

KLA will meet with the City to establish clear project goals, a comprehensive schedule, and to identify critical path items. We will walk the site at this time with City representatives to review the existing conditions, what has worked, what has not worked, and listen to recommendations of possible solutions. We will also discuss the maintenance resources and what have proven to be flaws and successes of the various existing phases of Bellevue Ranch West.

1.2 – Survey

We will need to get the site survey from the City. KLA will walk the site with the survey and record existing conditions that may not be shown, but impact final design. We will get a good 'feel' for the sites.

1.3 – Soil Analysis

KLA has provided for at least 5 soil agronomy tests for soil suitability and recommendations for amendments. These tests will also qualify for meeting the soil test requirements of the Water Efficient Landscape Ordinance (WELO).

1.4 – Design Options

KLA will prepare options for landscape treatment. We will divide the project between the streetscape on M St. and Cardella, and the open space along the Cottonwood and Fahrens Creek frontages.

- A. Streetscape – We will provide options for landscape treatment that are applicable to the streetscape conditions that are existing. The site has meandering sidewalk with a parkway strip between the street curb and sidewalk, and a landscape strip between the sidewalk and perimeter wall. There are also pedestrian links from interior residential streets to the streetscape and street corners. For the streetscape we will explore and provide options for the design of:
1. Street trees
 2. Groundcover planting in parkway strip
 3. Planting in landscape strip behind the sidewalk
 4. Secondary and accent trees (where applicable)
 5. Vines on wall
 6. Non-living groundcover such as cobble, aggregate, DG, synthetic lawn, boulders, etc.
 7. Different control systems and irrigation infrastructure options (central control, two-wire, etc.) based on systems the City is already using
 8. Different options for distribution – drip, bubblers, spray, sub-surface, stream bubblers, etc.

All of the above will be provided in typical conditions to show how different

Bellevue Ranch West - Project 120053
Additional Information - Scope of Services

options could be provided in combinations based on the actual site conditions. We will provide typical square footage costs of each solution as well as pros and cons associated with long-term maintenance and replacement.

- B. Open Space / Bike Path – For this area we will provide different solutions than the streetscape as described above. The first part of design will be to work with the City to determine how much of the length of the bike path will have landscape. There are areas that may be fine with just the native existing plants remaining as is. As part of the open space options we will expand on some of the concepts that we developed while working with Stonefield Home for the bike path to the north. We will provide the following for discussion with the City about options:
1. Review length of path and different conditions and provide a hierarchy of where landscape should and should not be provided.
 2. Provide options for density of landscape. Looking at different zones of landscape – for instance the landscape at the pedestrian access points at the residential streets may be one zone; the landscape between the path and the back lot fence another; the open space when the path is running through the middle of open space and not near development is another; and near protected or habitat areas, yet another landscape zone.
 3. Look at where groups of trees should be located for shade and destinations along the path.
 4. Locations for site furnishings – and options for different types of site furnishings.
 5. Review and provide options for special areas such as the M St. bridge, path connections to major streets and crossings, power line easement crossings, etc.
 6. Where fencing or barriers may be needed to discourage crossing and/or funnel access.
 7. Where screening is needed (larger shrubs), if any.
 8. Types of plants – ornamental, naturalizing, and natives and how those fit into the zone described in #2 above. This will also relate to the information provided from the soil tests (task 1.3).
 9. Plant installation sizes – As revegetation, sometimes smaller plant sizes can be beneficial. May want a mix for instant vs. long-term function.
 10. Density of plants within the landscape zones – How many plants per square foot.
 11. Non-living groundcover such as cobble, aggregate, DG, boulders, etc. Also review appropriate treatment of the edge of the bike path to reduce maintenance and shearing to keep the path open.
 12. Different control systems and irrigation infrastructure options (central control, two-wire, etc.). How to break the system up with different meters (if more than one). Also look at cost implications of multiple meters/controllers vs. long runs of mainline, etc.
 13. Different options for distribution – drip, bubblers, spray, deep root for trees, etc. We will also explore, based on the landscape zones, if some of the irrigation can be installed as temporary and how long it will be needed.
 14. Review maintenance assistance – how trucks or carts access the landscape, trash pick-up, grouping of irrigation equipment, etc.

Likewise – All of these options will be presented based on actual site conditions with typical layouts provided and breakdowns and options for costs on a square

Bellevue Ranch West - Project 120053
Additional Information - Scope of Services

footage basis and/or in relation to linear feet of the bike path.

The goal is to provide comprehensive options with respect to installation costs, long-term maintenance, and aesthetic/functional quality. There will be a lot of information and options provided with pros and cons provided with each major option. KLA will provide a matrix or other form or chart to allow for ease of review by the City. We will provide the above options in PDF format for distribution to City staff for review prior to a City staff meeting.

1.5 – Review Meeting with City (meeting #2)

We will meet and go through the various alternates and options developed. KLA will present what has been developed, but it is anticipated that this will be a work session with everyone around a table discussing the options and how they specifically affect the City and Bellevue Ranch West. The City will provide guidance to KLA for moving forward into the development of a comprehensive design plan. From the meeting the goal is to have direction as to which options are preferred by the City for the streetscape and the open space, as well as any additional direction that may not have been included with the initial documentation.

1.6 – Comprehensive Landscape Design Plans

With the information gained from meeting #2 KLA will prepare an overall site plan showing the full extent of all areas to be covered (streetscape and bike path/open space). This will be at a large scale and not provide a great amount of detail, but will show extent and overall concepts. We will also provide larger-scale portions of typical sections of streetscape and open space that show more detail with descriptive notes. The following will be provided:

1. Streetscape typical plans – We will include 2 streetscape conditions including a street intersection and a pedestrian link.
2. Street cross-sections – At least two cross sections showing street to wall (and adjacent home).
3. Open space typical plans – 4-5 typical bike path conditions including a connection at a street, where the path is close to back yard fences, when the path is in open space (not near development), at creek crossings, and when parallel to a residential street.
4. Bike path cross-sections – 4-5 cross sections showing the typical conditions.
5. Plant images – We will provide images of the different species of plants that are recommended for the streetscape and the bike path/open space (the plants will be different between the two). This will also include typical images of any non-living groundcover if provided with the design.
6. Irrigation infrastructure – Color coded plan showing the different types of irrigation, locations of water meters, electrical service locations, mainline routing and sleeves, and any unique conditions that may need to be pointed out.
7. Site furnishings – Overall site plan showing where different site furnishings may be proposed (even if in a future phase of installation for budget purposes) in relation to shade tree groupings, etc.
8. Cost Estimate – We will also provide an estimate of probable cost for City review and use in budgeting.

Documents will be prepared in PDF format for distribution to the City staff for review prior to the next meeting. The above scope is similar to what KLA prepared for the

Bellevue Ranch West - Project 120053
Additional Information - Scope of Services

bike path to the north for Stonefield Home and we can provide those design plans as an example.

1.7 – Review Meeting with City (meeting #3)

We will meet with the City to review the comprehensive plans and estimates to make sure that everything is adequately covered in the design. We will revise plans if something was missed or needs to be clarified. These plans will be sufficient for public presentation if it is needed by the City. They can be presented at a Planning Commission or City Council meeting if there is desire. KLA has not provided for time to attend and present at a public meeting as it is not requested in the RFP.

Task 2: Construction Documentation

This task involves the preparation of bid documents with incremental submittals for City review and comment. The final product of this task is a set of bid ready construction drawings, technical specifications and an opinion of probable costs of construction for use in bidding the project. KLA combines the scope of Design Development and Construction Documents into this single phase. Design Development is considered by KLA to be the first 40% of construction documents and we will provide progress submittals of the plan's progress including the 40% submittal which is the same as Design Development.

2.1 – CD Kick-off Meeting

This meeting will be combined with the Conceptual Design Review meeting #3 (task 1.7)

2.2 – 40% Construction Documents (100% Design Development)

KLA will commence with the preparation of CDs and will prepare and submit the 40% progress CDs for City review. This allows for a mid-point opportunity for input and approval by the City on the direction of the design and equipment selections; desired modifications to the direction of the design; and, decisions on critical path items requiring City input or approval.

Deliverables will consist of a progress set of construction documents that include the following:

- *Irrigation Plan and Details showing proposed mainline routing, head layout or drip/bubbler zones, and equipment list for City approval*
- *Planting Plans and Details showing locations of trees, delineation of shrub and non-living groundcover areas, and the preliminary plant palette*
- *Site furnishing selections and locations as well as details for placement*
- *Draft Technical Specifications to supplement the City's Standard Specifications including a table of contents, proposed modifications to City specifications, and a list of anticipated additional sections to be provided by KLA (1995 CSI format, sections 2-16). All front-end specifications to be provided by the City.*
- *Preliminary Opinion of Probable Cost of Construction*

Bellevue Ranch West - Project 120053
Additional Information - Scope of Services

2.3 – Review Meeting (meeting #4)

KLA recommends meeting face-to-face (if appropriate) with the City to discuss comments from each of the design review submittals to discuss comments for clarity. This will provide our team a clear understanding of the City's comments and an immediate agreement on a course of action, and then allow for the team to continue the design and document production with a minimum of delay. We will also review the estimate of probable costs and available budget and determine where phases need to be provided (if any). For irrigation it is very important to understand the phasing at this point.

2.4 – 90% Construction Documents

Incorporating the comments and direction from Tasks 2.3 KLA will prepare 90% construction documents for City Review.

Deliverables include updated plans and information from Task 2.2 with additional supplemental drawings as necessary.

2.5 – Review Meeting (meeting #5)

KLA will meet with the City to discuss review comments. We recommend the same face-to-face review described in Task 2.3. In this meeting we will also carefully review the budget and any phasing that may need to be incorporated into the plans – This is the last opportunity for inclusion of phasing breaks.

2.6 – Bid Set Contract Documents (100% Plans)

Incorporating the comments from Task 2.5, KLA will prepare bid-ready contract documents for submittal to the City for final review.

Deliverables include updating all plans and information provided with Task 2.2 and a bid-ready set of reproducible documents as stipulated in the RFP – Three hard copy sets of plans, specifications, soil analysis, and cost estimates. This task includes one (1) round of revisions based on a final City review.

Task 3: Bidding and Construction Support

KLA will support the City during the bidding and construction process for the implementation of the construction plans. Task 3 is a Time and Materials task and support efforts will generally include the following scope of services:

3.1 – Bidding Service

KLA will assist the City during the bidding phase of the project. We will prepare addenda and respond to Requests for Clarifications as determined by the City to be reasonable or necessary for the bidding process. All bidder questions will be received by the City and forwarded in writing to KLA for response back to the City in writing. KLA will also attend the pre-bid meeting at the participation level desired by the City.

Bellevue Ranch West - Project 120053
Additional Information - Scope of Services

3.2 – Preconstruction Meeting

KLA will participate in the preconstruction meeting with City staff and inspectors.

3.3 – Construction Support

KLA will support the City during the construction phase of the project. We will review and respond to Requests for Information (RFI), Change Orders (CO), submittals, and contractor supplied shop drawings. Under this task, we will also prepare and issue Supplemental Instructions as necessary to clarify technical details and prepare preliminary and final punch lists. We will also coordinate with consultants, agency, and City staff as necessary.

August 13, 2020

City of Merced

Attn: Juan Olmos
Public Works Manager – Tax Services
1776 Grogan Ave.
Merced, CA 95341

Re: Bellevue Ranch West Landscape and Irrigation Design – Project 120053

The following fee breakdown is in response to the RFQ for services issued by the City of Merced for Bellevue Ranch West landscape and irrigation – Project 120053. The fees comply with the scope of services outlined in the RFQ and per the Scope of Services outlined in KLA's Statement of Qualifications dated August 13, 2020.

Conceptual Design – Lump sum

Kickoff and Base plan prep – Tasks 1.1 – 1.2	\$ 2,100.00
Soil Analysis – Task 1.3	\$ 1,300.00
Design Options – Tasks 1.4 – 1.5	\$ 8,200.00
Comprehensive Design Plans – Task 1.6 – 1.7	<u>\$ 5,200.00</u>
<i>Sub-total – Conceptual Design</i>	\$16,800.00

Construction Documents - Lump sum

Kick-off and 40% CDs (100% DD) – Task 2.1 – 2.3	\$ 6,400.00
90% CDs – Tasks 2.4 – 2.5	\$ 7,200.00
100% Bid Set – Task 2.6	<u>\$ 2,500.00</u>
<i>Sub-total – Construction Documents</i>	\$ 16,100.00

Bid and Construction Administration Services – Time and Materials

The Bid and Construction Administration will be billed on a time-and-materials not to exceed the total amount provided. The total will not be exceeded without prior approval by the City.

Bid Assistance – Task 3.1	\$ 1,600.00
Construction Admin Support – Tasks 3.2 – 3.3	<u>\$ 7,000.00</u>
<i>Sub-total – Bid and Construction Administration</i>	\$ 8,600.00

Total	\$ 41,500.00
Reimbursable Expense Allowance (not to exceed)	\$ 1,700.00

Total with allowances	\$ 43,200.00
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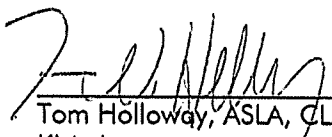
The following are the hourly rates charged by each professional category at KLA, Inc. This rate sheet is current as of 1-2-20 and unless otherwise notified will remain in effect through 6-30-21.

Principal Landscape Architect	\$200.00/hour
Senior Project Manager	\$140.00/hour
Job Captain	\$100.00/hour
Drafting	\$ 80.00/hour
Clerical	\$ 60.00/hour

Reimbursable expenses:

All normal business expenses (such as telephone calls, faxes, and photocopying) are covered by the proposal. Deliveries requested by the client or otherwise required will be billed as a reimbursable expense. Costs of all documents supplied by KLA used for review, submittal, bidding purposes, and construction including plans and specifications shall be reimbursed to KLA with an administration fee of 15% attached. No items to be considered essential for the operation of KLA such as pens, templates, AutoCAD, etc. will be billed as a reimbursable expense.

Thank you,



Tom Holloway, ASLA, CLA #3589
KLA, Inc.