

8 October 2013

Hector J. Rojas
Senior Planner
City of Richmond
450 Civic Center Plaza
Richmond, CA 94804

RE: Atchison Village Fencing
Proposal for Landscape Architectural Services – Revised

Dear Mr. Rojas,

Thank you for inviting PGAdesign (PGA) to work with you and Interactive Resources to address the fencing at Atchison Village. We understand that PGA is being retained to develop a plan and design criteria for new fencing throughout the campus. We need to assess the fencing –, around the administration building, around the ball field, and typical private yard fencing within each block. I understand that the goals are to address the resident’s concerns regarding privacy and security, and to develop design standards suitable for this historic property that is on the National Register of Historic Places.

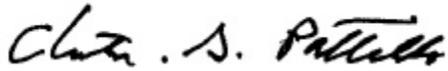
The enclosed proposal for landscape architectural services has two components: A description of the Scope of Services that we understand you are requesting with an associated fee; and Terms and Conditions of this proposal.

The Scope of Services reflects our understanding of the project and assumptions we have made regarding the project and services for which PGA will be responsible. Please review this checklist carefully to confirm that it is consistent with your expectations. Please contact us regarding any item that is incorrect or missing, and we will make the necessary revisions.

The Terms and Conditions further clarify our understanding of the services and the manner in which those services will be provided. If you have questions about these terms please let us know.

Thank you again for requesting this proposal.

Sincerely,


Principal **PGA**design

SCOPE OF SERVICES

For

Atchison Fencing

Phase I - Schematic Design

Tasks

1. Review background material already provided.
2. Conduct a site visit and photograph existing typical conditions including good and bad examples of fencing on site.
3. Prepare one plan view exhibit that shows our approach to the fencing layout for the property.¹ We will show the concept on one block.
4. Prepare an image board with examples of appropriate types of fencing for each type of fence.
5. Review this material with you and Kim at Interactive Resources (IRI) and incorporate your input.

Phase II - Design Guidelines

Tasks

1. Update the plan view exhibit to incorporate resident input.
2. Basic product research for the different types of fencing.
3. Prepare details for the selected wood fencing and gates.²
4. Prepare written and graphic design guidelines that address all fencing types including details, typical layouts, materials and finishes. The guidelines will explain where each type of fence can be used.

Final deliverable will be a WORD narrative design guideline and fence and gate details plus one plan view exhibit showing typical fencing layout for one block.

Design Fees

Our fees for the services described above will be billed hourly

I - Schematic Design	\$4000
II – Design Guidelines	\$2000

If the scope of services increases PGA shall be entitled to an equitable adjustment of the fees.

Additional Services

Any services that are not included in the Scope of Services (Basic Services) shall be paid for by City on a lump sum or hourly basis as agreed to by the parties. The services shall only be

¹ If additional fence layout options are needed alternate layouts will be provided as an additional service.

² I assume the ornamental iron fencing and any repairs to the existing chain link fencing can be handled with design-build specifications. Details for ornamental iron and chain link are not included in this proposal. Further, I assume only one wood fence design will be included. Optional wood fence details will be provided as an additional service.

provided if authorized or confirmed in writing by City. Additional services may include, but are not limited to the following.

1. Revisions: Making revisions to drawings, specifications or other documents when such revisions are inconsistent with instructions previously given and are due to causes not within our control.
2. Meetings: Attending meetings or public hearings beyond those described in the Scope of Services.
3. Specifications: Preparing or editing Division 1 Specifications, General Conditions, Bidding documents, or other documents other than Division 2 – Technical Specifications.
4. Formatting of PGA's drawings into a booklet or in a form other than the SD or DD drawing sheets submitted for the submission to the City.
5. Contract Duration:
 - a. It is assumed that design services will be completed within 3 months. If the design phase is extended over 60 days beyond this limit, PGA will be entitled to additional compensation.

TERMS & CONDITIONS

Scope of Services

PGA will provide the scope of services described in this proposal for the compensation as described in "Design Fees". These constitute Basic Services. Services not described in the Scope of Services will be provided as Additional Services and will be paid for in addition to payment for Basic Services as described in the "Payment" section.

General

City to provide a current electronic survey showing all buildings, roads, paths, parking areas and other improvements in sufficient detail to complete the work.

City will provide background information, program requirements and other documents needed to complete the landscape architectural services. PGA is entitled to rely upon the accuracy and completeness of the information provided by City.

Schedule

PGA prides itself on our ability to provide services in a timely manner. We are committed to making every reasonable effort to meet all project deadlines. It is City's responsibility to establish a schedule and provide information to PGA such that PGA will have sufficient time to complete our portion of the services in a professional manner.

Delays

PGA is not responsible for delays caused by factors beyond PGA's reasonable control and is not responsible for damages resulting from such delays.

Hazardous Materials

It is acknowledged by both parties that PGA's scope of services does not include any services related to asbestos or hazardous or toxic materials. If hazardous materials are discovered by anyone on or about the project site PGA shall have the option, without any liability, to suspend services until such materials have been removed or treated in compliance with all

applicable laws and regulations.

Ownership

City acknowledges PGA’s plans and specifications as instruments of professional service. Documents shall remain the property of PGA. City and/or Owner do not have the right to use these documents for any other project without written permission from PGA.

When City or Owner retains ownership of PGA’s original drawings, City or Owner agrees to hold harmless and indemnify PGA against all damages, claims, and losses, including defense costs, arising out of any reuse of the plans and specifications without the written authorization of PGA.

Sub-Consultants

PGA will utilize the following sub-consultants in performing work under this contract: None.

Indemnification

City and PGA mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys’ fees and defense costs, arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

City agrees to limit PGA’s liability to City, Owner and to all other consultants involved in the project, for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys’ fees and costs and expert-witness fees and costs, such that the total aggregate liability of PGA to all those named shall not exceed \$100,000 or PGA’s total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. City and PGA acknowledge that this provision was expressly negotiated and agreed upon.

All legal actions by either party against the other arising out of or in connection with this Agreement or the services to be performed shall be barred and under no circumstances shall any such legal action be initiated after one year from the date of Substantial Completion of the portion of the project for which PGAdesign^{inc} was responsible for.

Payment

Payments for Basic Services, Additional Services and reimbursable expenses shall be made monthly in proportion to services performed.

Additional Services compensation shall be computed on an hourly basis at the following rates:

Principal	\$ 165 / hour
Associate Principal	\$ 155 / hour
Landscape Architect	\$ 140 / hour
Technical/CAD	\$ 115 - \$135 / hour
Clerical	\$ 90 / hour

These rates shall be annually adjusted in accordance with employee performance review and market conditions.

Invoices will be submitted monthly. Payment is due when the invoice is received by City. Invoices are past due 30 days after the date on the invoice. Invoices more than 30 days overdue may be subject to interest of 1-1/2 percent per month.

It is acknowledged between the parties that payment of an invoice is taken to mean that the Client/Owner is satisfied with PGA's services to date and that they are not aware of any deficiencies in PGA's service unless otherwise notified.

Governing Law

All questions as to the interpretation or enforceability of the Agreement shall be interpreted in accordance with California laws.

Arbitration

Claims or disputes related to this Agreement may be decided by arbitration in accordance with the construction industry rules of the American Arbitration Association.

In addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree to do otherwise.

In the event of any dispute resolution related to the services provided under this Agreement, the prevailing party will be entitled to recover all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses.

Termination

Either party may terminate this agreement at any time with or without cause upon giving the other party 5-calendar days prior written notice. City shall within 60 calendar days pay PGA for all services rendered and all costs incurred up to the date of termination.

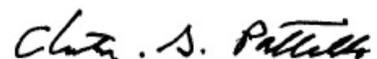
Landscape Architects Regulation

Landscape Architects are regulated by the State of California. Any questions concerning a landscape architect may be referred to:

Landscape Architects Technical Committee
400 R. Street, Suite 4000
Sacramento, CA 95814
(916) 445-4954

We are prepared to begin work on this project immediately and are confident that we can meet your work schedule. I look forward to having an opportunity to work with your office.

If this proposal is acceptable to you, please sign below and return a copy to my office.


President, PGAdesign

Accepted by: _____

Representing: _____

Date: _____