

**Fulton-El Camino Recreation and Park District  
Services Agreement**

This Agreement is entered into as of the date last signed and dated below by and between Fulton-El Camino Recreation and Park District, a local government agency (“District”), and Melton Design Group, Inc., who agree as follows:

**1 Scope of Work**

Contractor shall perform the work and render the services described in the attached Exhibit A (the “Work”). Contractor shall provide all labor, services, equipment, tools, material and supplies required or necessary to properly, competently and completely perform the Work. Contractor shall determine the method, details and means of doing the Work.

**2 Payment**

2.1 District shall pay to Contractor a fee based on *[check one]*:

Contractor’s time and expenses necessarily and actually expended or incurred on the Work in accordance with Contractor’s fee schedule on the attached Exhibit A.

The fee arrangement described on the attached Exhibit A.

The total fee for the Work shall not exceed \$ 197,000.00. There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by District. Contractor’s fee includes all of Contractor’s costs and expenses related to the Work.

2.2 At the end of each month, Contractor shall submit to District an invoice for the Work performed during the preceding month. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), payment due, and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, District shall pay the invoice within 30 days of its receipt.

**3 Term**

3.1 This Agreement shall take effect on the above date and continue in effect until completion of the Work, unless sooner terminated as provided below. Time is of the essence in this Agreement. If Exhibit A includes a Work schedule or deadline, then Contractor must complete the Work in accordance with the specified schedule or deadline, which may be extended by District for good cause shown by Contractor. If Exhibit A does not include a Work schedule or deadline, then Contractor must perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

3.2 This Agreement may be terminated at any time by District upon 10 days advance written notice to Contractor. In the event of such termination, Contractor shall be fairly compensated for all work performed to the date of termination as calculated by District

based on the above fee and payment provisions. Compensation under this section shall not include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other such similar payments relating to Contractor's claimed benefit of the bargain.

#### **4 Professional Ability of Contractor**

4.1 Contractor represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. District has relied upon Contractor's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Contractor shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Contractor's field.

***[The paragraphs in section 4.2 can be replaced with "Intentionally omitted" if the District is not requiring the Contractor to designate key personnel.]***

4.2 Intentionally omitted.

#### **5 Conflict of Interest**

5.1 Contractor (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of Contractor's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Contractor is not a designated employee within the meaning of the Political Reform Act and District's conflict of interest code because Contractor will perform the Work independent of the control and direction of the District or of any District official, other than normal contract monitoring, and Contractor possesses no authority with respect to any District decision beyond the rendition of information, advice, recommendation or counsel.

5.2 Contractor's duties and services under this Agreement shall not include preparing or assisting District with any portion of District's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with District. District shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of the work contemplated herein. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with District to ensure that all bidders for a subsequent contract on any subsequent phase, if any, of work contemplated herein have access to the same information, including all conceptual, preliminary, or initial plans or specifications, if any, prepared by Contractor pursuant to this Agreement.

#### **6 Contractor Records**

6.1 Contractor shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and invoice preparation and support for a minimum period of three years (or for any

longer period required by law) from the date of final payment to Contractor under this Agreement. District may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

6.2 In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under the Agreement.

## **7 Ownership of Documents**

All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by Contractor under this Agreement and provided to District (“Work Product”) shall be the property of District, and District shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Contractor or any other party. Contractor may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Contractor shall not provide any Work Product to any third party without District’s prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Contractor may copyright the same, except that, as to any Work Product that is copyrighted by Contractor, District reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If District reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then District shall hold Contractor harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to District in paper format, upon request by District at any time (including, but not limited to, at expiration or termination of this Agreement), Contractor agrees to provide the Work Product to District in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

## **8 Confidentiality of Information – Intentionally omitted.**

## **9 Compliance with Laws**

9.1 General. Contractor shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Contractor shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. Contractor shall comply with all federal, state and local air pollution control laws and regulations applicable to the Contractor and its Work (as required by California Code of Regulations title 13, section 2022.1). Contractor shall be responsible for the safety of its workers and Contractor shall comply with applicable federal and state worker safety-related laws and regulations.

9.2 California Labor Code Compliance for Pre- and Post-Construction Related Work and Maintenance.

9.2.1 This section 9.2 applies if the Work includes either of the following:

9.2.1.1 Labor performed during the design, site assessment, feasibility study and pre-construction phases of construction, including, but not limited to, inspection and land surveying work, and labor performed during the post-construction phases of construction, including, but not limited to, cleanup work at the jobsite. (See California Labor Code section 1720(a).) If the Work includes some labor as described in the preceding sentence and other labor that is not, then this section 9.2 applies only to workers performing the pre-construction and post-construction work.

9.2.1.2 “Maintenance” work, which means (i) routine, recurring and usual work for the preservation, protection and keeping of any District facility, plant, building, structure, utility system or other property (“District Facility”) in a safe and continually usable condition, (ii) carpentry, electrical, plumbing, glazing, touchup painting, and other craft work designed to preserve any District Facility in a safe, efficient and continuously usable condition, including repairs, cleaning and other operations on District machinery and equipment, and (iii) landscape maintenance. “Maintenance” excludes (i) janitorial or custodial services of a routine, recurring or usual nature, and (ii) security, guard or other protection-related services. (See California Labor Code section 1771 and 8 California Code of Regulations section 16000.) If the Work includes some “maintenance” work and other work that is not “maintenance,” then this section 9.2 applies only to workers performing the “maintenance” work.

9.2.2 Contractor shall comply with the California Labor Code provisions concerning payment of prevailing wage rates, penalties, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, and other requirements applicable to public works as may be required by the Labor Code and applicable state regulations. (See California Labor Code division 2, part 7, chapter 1 (sections 1720-1861), which is incorporated in this Agreement by this reference.) The state-approved prevailing rates of per diem wages are available at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Contractor also shall comply with Labor Code sections 1775 and 1813, including provisions that require Contractor to (a) forfeit as a penalty to District up to \$200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any subcontractor) paid less than the applicable prevailing wage rates for any labor done under this Agreement in violation of the Labor Code, (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage, and (c) forfeit as a penalty to District the sum of \$25 for each worker (whether employed by Contractor or any subcontractor) for each calendar day during which the worker is required or permitted to work more than 8 hours in any one day and 40 hours in any one calendar week in violation of Labor Code sections 1810 through 1815.

9.2.3 If the Work includes labor during pre- or post-construction phases as defined in section 9.2.1.1 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$25,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor's Public Works Contractor Registration Number: DIR 1000055284

9.2.4 If the Work includes maintenance as defined in section 9.2.1.2 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$15,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor's Public Works Contractor Registration Number:

9.2.5 **Intentionally omitted.**

## 10 Indemnification.

10.1 Contractor shall indemnify, defend, protect, and hold harmless District, and its officers, employees and agents ("Indemnitees") from and against any claims, liability, losses, damages and expenses (including attorney, expert witness and Contractor fees, and litigation costs) (collectively a "Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or its employees, agents or subcontractors. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will not apply to any Claim arising from the sole negligence or willful misconduct of District or its employees or agents. Contractor's obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

10.2 This section 10.2 applies if the Contractor is a "design professional" as that term is defined in Civil Code section 2782.8. If a court or arbitrator determines that the incident or occurrence that gave rise to the Claim was partially caused by the fault of an Indemnatee, then in no event shall Contractor's total costs incurred pursuant to its duty to defend Indemnitees exceed Contractor's proportionate percentage of fault as determined by a final judgment of a court or final decision of arbitrator.

## 11 Insurance

Types & Limits. Contractor at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance: ***[The general liability and automobile coverage limits may be adjusted depending on the Work's overall risks, cost and complexity.]***

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$2,000,000 per occurrence & \$4,000,000 aggregate	at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury

Automobile liability	\$1,000,000 per accident	at least as broad as ISO Business Auto Coverage (Form CA 00 01)
Workers' compensation	Statutory limits	
Employers' liability	\$1,000,000 per accident	
Professional liability*	\$1,000,000 per claim	

\*Required only if Contractor is a licensed engineer, land surveyor, geologist, architect, doctor, attorney or accountant.

11.1 Entitlement to Broader Coverage. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the District. Furthermore, the above minimum insurance coverage limits can be met through provision of umbrella or excess policy insurance coverage consistent with the provisions of this section 11.

11.2 Other Requirements. The general and automobile liability policy(ies) shall be endorsed to name District, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Contractor's general and automobile coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. District's insurance or self-insurance, if any, shall be excess and shall not contribute with Contractor's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to District. Insurance is to be placed with insurers authorized to do business in California with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to District. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Except for professional liability insurance, Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss relating to the Work. Contractor agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of District for the Work performed by Contractor.

11.3 Proof of Insurance. Upon request, Contractor shall provide to District the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

## 12 General Provisions

12.1 **Entire Agreement; Amendment.** The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Work. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Agreement. This

Agreement may be amended only by a subsequent written contract approved and signed by both parties.

**12.2 Independent Contractor.** Contractor's relationship to District is that of an independent contractor. All persons hired by Contractor and performing the Work shall be Contractor's employees or agents. Contractor and its officers, employees and agents are not District employees, and they are not entitled to District employment salary, wages or benefits. Contractor shall pay, and District shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Contractor's employees. Contractor shall, to the fullest extent permitted by law, indemnify District, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Contractor's independent contractor status or employment-related liability.

**12.3 Subcontractors.** No subcontract shall be awarded nor any subcontractor engaged by Contractor without District's prior written approval. Contractor shall be responsible for requiring and confirming that each approved subcontractor meets the minimum insurance requirements specified in section 11 of this Agreement. Any approved subcontractor shall obtain the required insurance coverages and provide proof of same to District in the manner provided in section 11 of this Agreement.

**12.4 Assignment.** This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

**12.5 No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by District to Contractor shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

**12.6 Severability.** If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

**12.7 Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where District's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

**12.8 Notice.** Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

District:

Fulton-El Camino Recreation and Park District

Attn: Emily Ballus

Fulton-El Camino Recreation and Park District, 2201 Cottage Way, Sacramento, CA 95825

E-mail: [eballus@fecrpd.com](mailto:eballus@fecrpd.com)

Contractor:

Melton Design Group, Inc.

Attn: Greg Melton

820 Broadway Street, Chico, CA 95928

E-mail: [Greg@meltondg.com](mailto:Greg@meltondg.com)

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

12.9 **Signatures and Authority.** Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Counterparts may be delivered by facsimile, electronic mail (including PDF or any electronic signature complying with California's Uniform Electronic Transactions Act (Cal. Civ. Code, §1633.1, et seq.) or any other applicable law) or other transmission method. The parties agree that any electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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**Fulton-El Camino Recreation and Park District:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

*[Name]*

*[Title]*

**Melton Design Group, Inc.**

Dated: August 19, 2025



By: Gregory Melton, President / CEO

*[Name/Title]*

## Exhibit A

### PROJECT UNDERSTANDING

The scope of services under this agreement includes services at seven parks. MDG will assess and develop proposed modifications with input from the District and from public outreach meetings. Through our assessment of all the sites with input from the existing Parks & Recreation Master Plan and recent survey, we will use the Measure Q approved project list for Series A requirements and then develop Phase 1 at approximately \$8,000,000.

#### Program List

The following is an outline of the professional Landscape Architectural and Planning Services MDG will provide:

### SECTION 1 – SCOPE OF WORK

#### TASK 1 – PROJECT LAUNCH, PROGRAM DEVELOPMENT and PROJECT COORDINATION

- 1.1 Kick-off Meeting with the Client to discuss the scope of work, design needs and specific desires for the project and each of the eight (8) sites.
- 1.2 Coordinate throughout the project with meetings, updates and schedules.
- 1.3 Develop program of elements and prioritize Client's wants.
  - a. Discuss all possible opportunities and study opportunities and constraints directing the design.
- 1.4 Work with the District and Public to create District web pages to share information with the public.
  - a. Review of existing survey and engage outreach of proposed elements to the public with workshop meetings and virtually.
  - b. Public or Commission meeting to present to board and public for approvals and direction of program

#### TASK 2 – SCHEMATIC MASTER PLAN DEVELOPMENT and OUTREACH

- 2.1 Site Visit and Analysis
  - a. Site visits of all park sites to study and confirm existing conditions.
  - b. Base Maps of existing site conditions.
- 2.2 Develop schematic plans of each site for review.
  - a. Include all elements of the proposed program - Plan view schematic plan with descriptions of all elements.
  - b. Develop a prioritized list for each project.
  - c. Provide alternative options for key areas that warrant study.
  - d. Develop architectural concepts or photo cutsheets for all structures.
- 2.3 Present initial designs at Public Outreach events to gain public input.
  - a. Meet at each site to engage with park users.
  - b. Present at virtual meeting for additional access to all users.
- 2.4 Develop a preliminary cost estimate for all improvements at each site separately and then with a total.

- 2.5 Conceptual concept plans and 3D sketches for detailed play areas or picnic structures where needed.
  - a. Color renderings of each site’s improvements.
  - b. Meet with Client to review design.
  - c. Make revisions and resubmit 3D during Master Plan process.
- 2.6 Present Schematic plans to Client for review and comment.
  - a. Preliminary Master Plans.
  - b. Assess design options, concepts and re-assess prioritized elements.
  - c. Client to provide additional directions and comments.

**TASK 3 – COST ANALYSIS**

- 3.1 Detailed Cost Analysis for all eight (8) park sites.
  - a. Breakdown of elements and material options.
  - b. Provide alternate options as needed.
  - c. Develop a phased cost estimate for prioritization.

**TASK 4 – FINAL MASTER PLAN and COST (BOOKLET)**

- 4.1 Update plans per Schematic Plan comments and costs review.
- 4.2 Develop a final, digitized Master Plan and 3D Rendering with finalized ideas, materials, finishes and cutsheets.
- 4.3 Present Final Master Plan including and costs per phase.

**COST SUMMARY PER TASK – MASTER PLAN DEVELOPMENT (8 SITES)**

TASK 1: PROJECT LAUNCH/COORDINATION, PROGRAM DEVELOPMENT ..	\$ 19,400
TASK 2: SCHEMATIC MASTER PLAN DEVELOPMENT and OUTREACH .....	\$ 144,400
TASK 3: COST ANALYSIS .....	\$ 17,500
TASK 4: FINAL MASTER PLAN BOOKLET and COST .....	\$ 15,700
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<b>TOTAL .....</b>	<b>\$ 197,000</b>

**2025 SCHEDULE OF RATES**

**MDG PERSONNEL**

Principal Landscape Architect	\$225.00 / hour
Senior Project Manager	\$205.00 / hour
Project Manager	\$180.00 / hour
Irrigation Specialist	\$165.00 / hour
Senior Production Specialist	\$150.00 / hour
Production Specialist	\$125.00 / hour
Administration	\$105.00 / hour
Drone Pilot Technician	\$195.00 / hour

**REIMBURSABLE EXPENSES**

B & W Copies 8.5" x 11"	\$ .42 each
B & W Copies 11 x 17	\$ .68 each
Color Copies 8.5 x 11	\$ 1.65 each
Color Copies 11 x 17	\$ 3.05 each
Binding Covers 8.5 x 11	\$ 3.70 each
Binding Covers 11 x 17	\$ 7.10 each
B & W 24 x 36 Print	\$ 6.85 each
B & W 30 x 42 Print	\$ 10.00 each
Color 24 x 36 Print	\$35.30 each
Color 30 x 42 Print	\$51.45 each
Premium Color Glossy Plan Print	\$76.65 each
Foam Core 24 x 36	\$15.75 each
Foam Core 30 x 42	\$18.65 each
Flash Drive	\$11.55 each
Overnight Mail	Cost Plus 15%
Courier	Cost Plus 15%
Photography	Cost Plus 15%
Soils Analysis	Cost Plus 15%