

STAFF REPORT



Meeting Date: March 15, 2023
To: Board of Directors
From: Michael J. Aho – District Administrator
Subject: Discussion and Possible Action on Approval of Agreement for Landscape Architectural Consulting with Wilson Design Studio Landscape Architecture.

I. Recommendation

Authorize the District Administrator to enter into a Service Agreement (Attachment A) with Wilson Design Studio Landscape Architecture (WDSLA), located in Sacramento, CA for the creation of a master plan for Phoenix Park. The services to be provided by WDSLA include community outreach, park master planning, and grant package development.

II. Background

Improvements to Phoenix Park were included in the ballot language for Measure J. Measure J is the \$26.9 million-dollar general obligation bond measure that was approved by the residents of the Fair Oaks Recreation & Park District voters in November of 2018.

Phoenix Park is a vital public space that is currently in need of a comprehensive master plan to guide its development and improvement. The proposed master plan will be the result of a collaborative effort involving community members, stakeholders, Board members, and staff.

At the February 15, 2023, Fair Oaks Recreation & Park District Board meeting staff was given authorization to apply for a Land and Water Conservation Fund (LWCF) Grant for new development in Phoenix Park, and at the March 7, 2023, special meeting of the Board of Directors the Board authorized staff to work on applications for Federal Funds through the House and Senate Appropriations Program for park improvements. Both of these funding sources require that a project that receives funds be part of a Master Plan.

III. Problem /Situation/ Request

To provide the planning and community outreach services required to complete the LWCF grant and the application for Federal Funds, the District needs to seek the assistance of a professional firm that provides those services.

WDSL A has a proven record of accomplishment of delivering high-quality landscape architecture services, and we are confident that they are the right choice for this project. The company's expertise in community outreach, park master planning, and grant package development will ensure that the master plan is well-informed, comprehensive, and feasible.

WDSL A has a competent and professional team that includes a former City of Folsom Parks and Recreation Director who has over 15 years of Park Design experience. WDSL A has performed projects for Auburn Area Recreation and Park District, Carmichael Recreation and Park District, Cordova Recreation and Park District, City of Davis Parks and Community Services Department, City of Folsom Parks and Recreation Department, and Southgate Recreation and Park District.

IV. Financial Analysis

Funding for the Master Plan and Community Outreach for Phoenix Park will come from Measure J Bond funds with the understanding that if the District is awarded a LWCF Grant or a Federal Appropriations award then those funds can be used to reimburse the District for the cost of the planning and outreach. The agreement with Wilson Design Studio is for a not to exceed amount of \$48,500.00.

Respectfully Submitted,



Michael J. Aho
District Administrator

Attachment A: Agreement



March 13, 2023

Fair Oaks Recreation & Park District
4150 Temescal Street
Fair Oaks, CA 95628

Reference: Phoenix Park LWCF Grant Implementation, Fair Oaks (WDSLA PN# 23020)
Professional Services Proposal: Landscape Architectural Consulting

Attention: Mike Ajo, District Administrator

Dear Mike:

Thank you for the opportunity to provide this proposal for assistance with Community Outreach, Park Master Planning and LWCF Grant Package Development for the Phoenix Park project. The following outlines my understanding of the scope of work and related professional fees, based on our discussion and correspondence to date.

1. INTRODUCTION

The Fair Oaks Recreation & Park District (FORPD) has decided to pursue a Land and Water Conservation Fund (LWCF) Grant for design and construction of new amenities at Phoenix Park. The first area under consideration is a new, 1.8+/- AC, paved parking lot to replace the current gravel parking lot at the Phoenix Park Community Gardens. The second area is a currently undeveloped 5.7+/- AC portion of the park, located adjacent to the proposed parking lot area (across Maya Street). Multiple potential amenities could be developed here.

The scope of services includes providing Community Outreach, Park Master Planning and LWCF Grant writing assistance for submittal. Future phases of work will be determined by the results of the grant package submittal and other funding strategies being developed by FORPD (N.I.C). WDSLA proposes to provide landscape architectural design services to develop these document in collaboration with FORPD.

2. SCOPE OF WORK

A. Community Outreach, Park Master Planning & Grant Package Assistance

WDSLA will participate with FORPD to hold community meetings to gather input and develop a design consensus for the future park areas, leading to a Park Master Plan and LWCF grant application submission during Q2 of 2023. Work will also include a formal Park Master Plan presentation to the FORPD Board of Directors. FORPD will coordinate community notification and provide a local venue for each meeting

Work as summarized above will include:

- Develop and present project background information and site analysis exhibits for community stakeholders.
- Assist with agenda development and meeting preparation, facilitate community input and provide meeting minutes for 2 to 3 meetings (TBD).
- Develop conceptual park master plan exhibits for presentation throughout the community meeting process.
- Refine conceptual park master plan exhibits into a final, color rendered Park Master Plan exhibit, for presentation at the final community meeting.
- Complete an estimate of probable construction cost based on the Park Master Plan.
- Present the Park Master Plan and estimate of probable construction cost to the FORPD Board of Directors. WDSLA will present the Park Master Plan an additional time to incorporate any initial presentation comments or input by the Board requiring revisions.
- Assist FORPD with assembling the LWCF grant application. WDSLA will act as primary lead in developing all necessary graphic exhibits and cost estimate input, and assist FORPD with writing and producing the grant package. FORPD will provide review, approval, and submission of the application.

3. FEES

WDSLA's fees for the work noted in this proposal will be as follows.

Item	Description	Fee	Fee Type
A.	Community Outreach, Park Master Planning & Grant Package Assistance	\$38,500	TMU
	Total Fee	\$38,500	

Fee types: Lump Sum (Fixed Fee) TMU = Time and Materials to Upset (Not to Exceed)
T&M = Time and Materials Estimate with No Upset. Total fees may be higher.

4. GENERAL LIMITATIONS AND CONDITIONS

In addition to any limitations and conditions noted in the other parts of this proposal, the following limitations and conditions apply to this work.

- A. The offer to provide services, including the rates indicated in this proposal, expires if this proposal is not accepted by the Client within thirty (30) days after the date indicated near the top of the first page of this letter.
- B. WDSLA does not guarantee that any Approving Authority will approve any portion of this project. Payment of Wilson Design Studio's fees is not contingent on receipt of approvals or the length of time required for the Approving Authority to grant approvals.
- C. The fees in this proposal exclude all taxes, levies or duties that may be applied by a Federal, State, County, or Municipal Government on fees for services.
- D. WDSLA reserves the right to adjust billing rates at any time. Billing rate changes will not affect previously agreed upon lump sum contract amounts. Billing rate changes may affect time and material (T&M) invoicing for ongoing projects.
- E. Payment of invoices shall not be subject to any discounts, backcharges, or set-offs by the Client, unless agreed to by WDSLA. Payment to WDSLA for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party. In the event of a default, and the matter is placed with an attorney for collection, client agrees to pay all reasonable attorney fees and costs of collection. Client further agrees the venue of any lawsuit under this agreement shall be Sacramento, California.
- F. Payment of all invoices is due within 30 calendar days of the invoice date. If full payment is not received within 30 calendar days, any past due amount will be assessed a 1.5% interest charge for each month of payment delay. All work related to the project shall cease after 60 days of non-payment until payment arrangements are made that are acceptable to WDSLA.
- G. The fees in this proposal include reimbursable costs.
- H. Examples of items that are specifically excluded from this proposal include, but are not limited to:
 - Architectural, Civil, Structural, Electrical Engineering, Topographic Survey, and Arborist Services.
 - Design Development, Construction Documents and Bidding & Construction Observation Services.
 - Any other services not specifically described in this proposal.

We are prepared to schedule commencement of work upon receipt of a signed copy of this proposal. I trust that this proposal is in order. However, please do not hesitate to contact me at (916) 524-5614 if you have any questions.

Sincerely,



Keith P. Wilson, PLA #4728, ASLA
Principal Landscape Architect, WDSLA, LLC

accepted

date







8.4 Agreement for Landscape Architectural Consulting with Wilson Design Studio

Final Audit Report

2023-03-14

Created:	2023-03-14
By:	Jennifer Larkin (jlarkin@forpd.org)
Status:	Signed
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"8.4 Agreement for Landscape Architectural Consulting with Wilson Design Studio" History

-  Document created by Jennifer Larkin (jlarkin@forpd.org)
2023-03-14 - 5:39:32 PM GMT
-  Document emailed to maho@forpd.org for signature
2023-03-14 - 5:39:46 PM GMT
-  Email viewed by maho@forpd.org
2023-03-14 - 5:40:14 PM GMT
-  Signer maho@forpd.org entered name at signing as Michael J. Aho
2023-03-14 - 5:40:39 PM GMT
-  Document e-signed by Michael J. Aho (maho@forpd.org)
Signature Date: 2023-03-14 - 5:40:41 PM GMT - Time Source: server
-  Agreement completed.
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