



BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Jennifer Flores, Administrative Services Manager

DATE: August 10, 2021

SUBJECT: Agenda Item 6D: Adoption of a Resolution Approving Consulting Services Agreement with WRT for the Design, CEQA Documentation and Related Services for the Mary Laveroni Community Park Improvements 2021; Adventure-Trails-Activities Master Plan

RECOMMENDED ACTION:

"I move to adopt Resolution 23-2021 Approving Consulting Services Agreement with WRT for the Design, CEQA Documentation and Related Services for the Mary Laveroni Community Park Improvements 2021; Adventure-Trails-Activities Master Plan."

BACKGROUND:

The Board approved a consulting services agreement with WRT for the preparation of a park amenities plan and study in October 2020. Staff worked closely with WRT in the development of this plan that was delivered in late March, reviewed with the Park Committee, and presented to the Board at their June 8th regular meeting. Now that the initial amenities plan and study has been completed for the future park improvements, the next phase of design and CEQA work must begin if the District is going to make the deadlines for the upcoming recreation grants offered through the state.

Management requested that WRT issue the District a services proposal with a list of menu items and their related expense to keep moving this project forward, that the District could initiate by task order. WRT has delivered this proposal which has been included as Exhibit A with the Professional Services Agreement. The culmination of this work will result in a master plan for the Mary Laveroni Community Park improvements.

ATTACHMENTS:

1. Final Park Amenities Plan and Study
2. WRT Sample Graphics and Perspective Renderings
3. Professional Services Agreement
4. Resolution 23-2021

FINANCIAL IMPACT:

Expense will vary depending on the task orders the District authorizes. The Board approved a budget of \$55,000 for this work in their adopted FY 2021/22 budget.

GROVELAND

PARK AMENITIES STUDY & PLAN

July 28th, 2021



GOALS

Over-arching goal:

This report presents a preliminary evaluation of location, suitability, traffic flow, efficiency, accessibility and overall design of existing park structures, facilities, amenities, and landscape. It sets up further efforts to prepare site plans, including necessary support facilities and amenity details for recommended Park improvements to meet District goals.

The report considers the incorporation of additional features that enhance/increase the usability, function and revenue generation potential of the park and its facilities, such as safety and accessibility improvements, security, lighting, gazebos, BBQ/picnic areas, parking and infrastructure to support increased civi presence and use of the park.

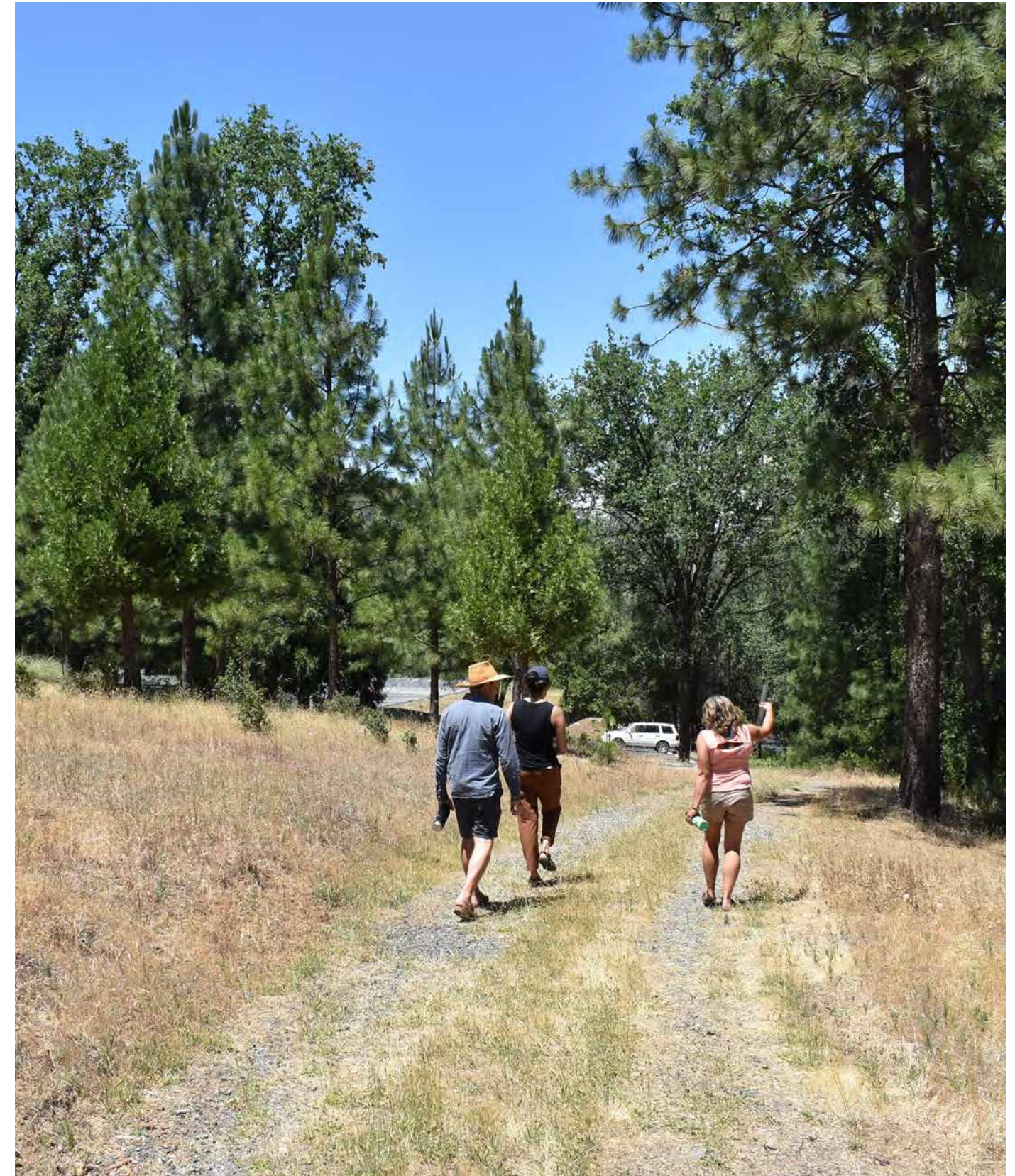
Expanded Goals for this Project Include:

- Increase park safety and functionality.
- Increase recreation and tourism opportunities.
- Serve the needs of the local community first – this will capture the interest of tourists and generate larger appeal.
- Groveland is a gateway to Yosemite but also a memorable experience. For visitors, enhance the amenities and advantages of a small-town destination as opposed to the crowds of the Yosemite Valley. Develop a complementary experience to Yosemite – Groveland acts as a steppingstone with its own attractions and appeal.
- Create an identity for town-facing Mary Laveroni Park, with greater nature access and exploration through rest of the GCSD property.

STRATEGIC PRIORITIES

Specific priorities the GCSD team has identified include:

- Reconfiguration of stage to hold community events such as concerts, plays, and movies.
- Reconfiguration of support facilities to create a venue to host and better support private events such as weddings, reunions, birthdays etc.
- Skate park recommendation (rebuild, remove, repurpose the area).
- Preparation of site plans including support facilities and amenity details for Phase One of the Hetch Hetchy Railroad Grade Trail and associated connections.
- Evaluation of the feasibility of developing an RV and tent campground.
- Evaluation of the feasibility of a competitive mountain biking course.
- Evaluation of the feasibility of a competitive disc golf course.



STRATEGIC PRIORITIES

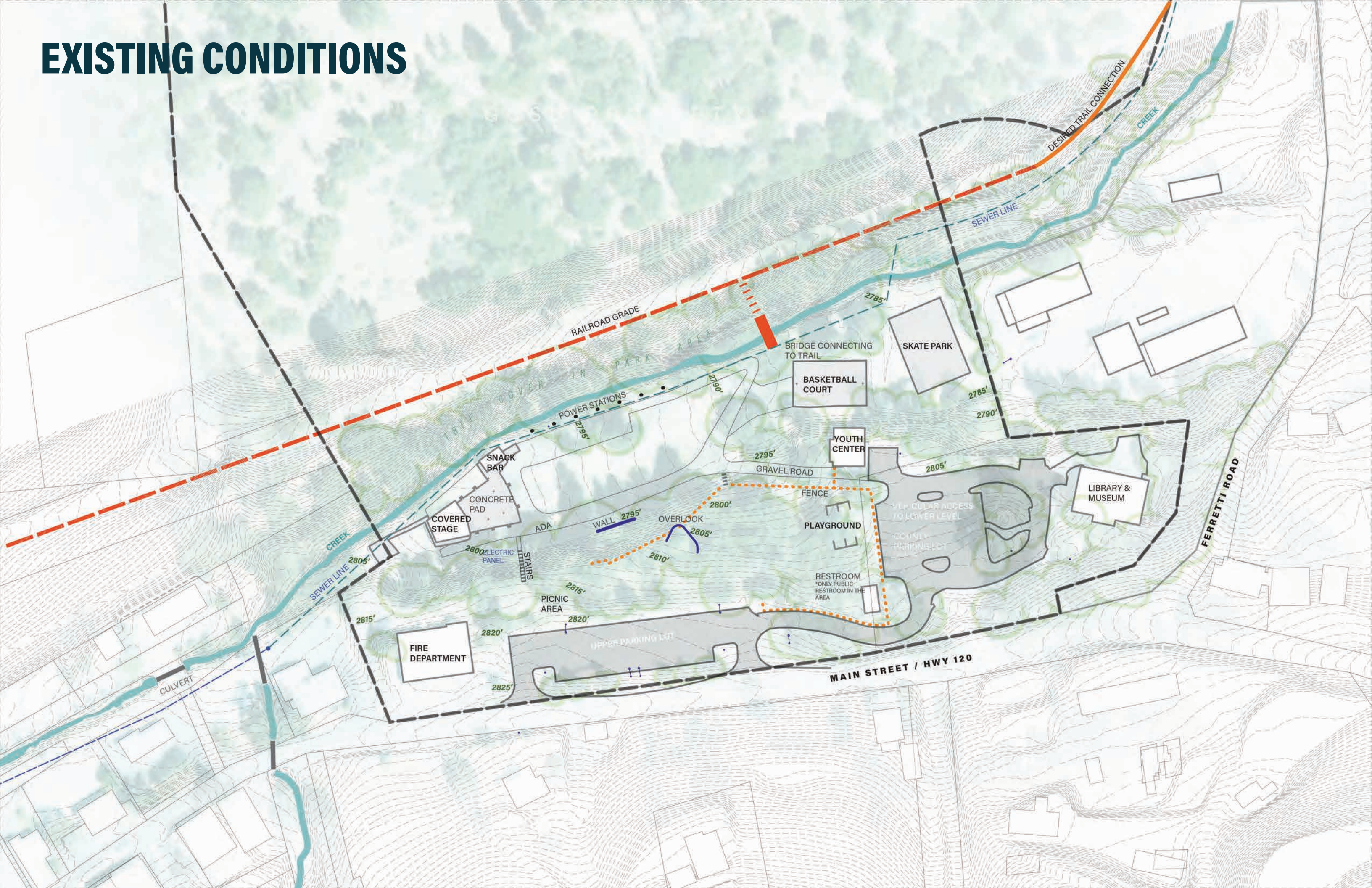
Additional Strategic Priorities identified by the Project Team include:

- Further develop Mary Laveroni Park as an enriched **special place that reinforces the identity of Groveland** – whether you're a resident walking your dog or a tourist seeking an authentic local attraction.
- Provide adequate space, circulation, and infrastructure to **support a destination venue for events** and community programmatic anchors – to reinforce **Mary Laveroni Park as a community hub**, and to enable the hosting of sought-after destination attractions/festivals.
- **Leverage creek-side and adjacent GCSO parcel recreation opportunities** for calm respite, play, adventure, exercise, nature immersion, and exploration – whether stretching your legs after a long drive or just going for a walk after work.
- Establish a vision for connections to regional trails and wider recreation network – **position Groveland as the “setting-off point” in the center of a vast, inter-connected system** of recreational destinations and attractions, drawing residents and tourists to boost the local economy.
- Carefully **prepare Groveland for influx of year-round residents and plan for capacity increases while retaining character**, reinforcing small-town appeal, and protecting natural resources.



MARY LAVERONI PARK CONCEPT DEVELOPMENT

EXISTING CONDITIONS



FIRST STEPS



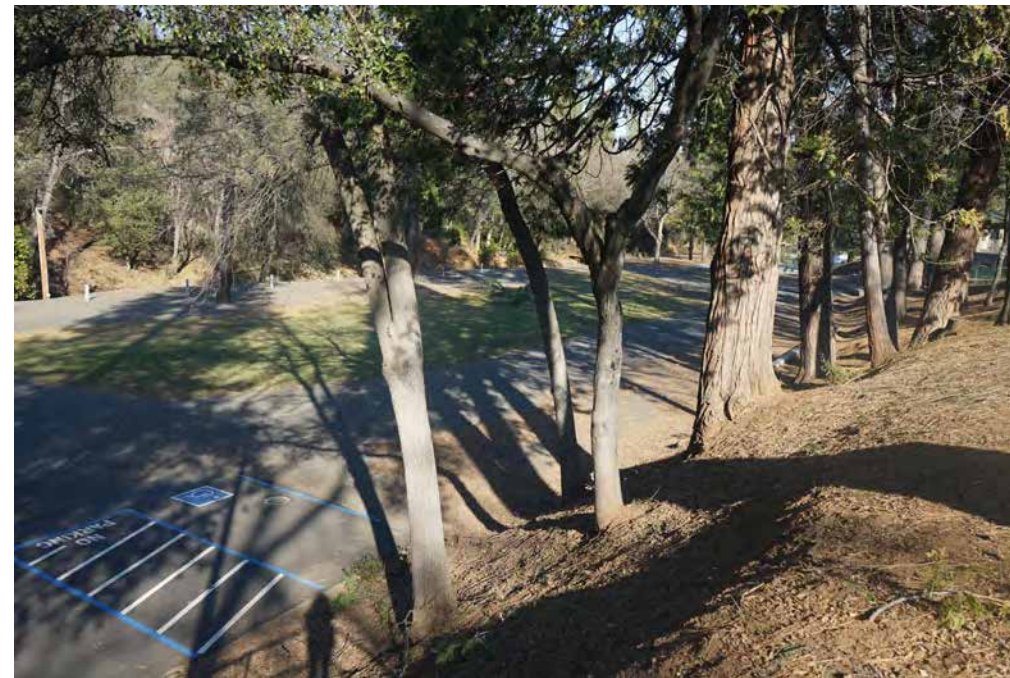
Remove the fence (selectively).



Provide clear pathways and defined spaces - ensure the lower part of the Park feels open and welcoming.



Clean up utility installations.



Stabilize eroding steep slopes



Remove old foundations / abrupt grade changes.

1. HOW DO WE UNLOCK POTENTIAL FOR PROGRAMMATIC ENHANCEMENTS TO ADD TO THE IDENTITY AND EXPERIENCE OF MARY LAVERONI PARK?

Potential program themes:

Adventure Play + Climbing
Native Planting + California Landscape
Arts + Events

Key Considerations:

- Do we keep the skate park and basketball court in place, or do we relocate them? If relocated, how could we use that space?
- Can we use the hillside to create a distinctive and attractive feature?
- How could we leverage the creek corridor?



ADVENTURE PLAY + CLIMBING



NETS AND CLIMBERS



CREEKSIDE NATURE PLAY



CLIMBING TOWER



SWINGS



SLACKLINES



ROPES COURSE & TEAM BUILDING

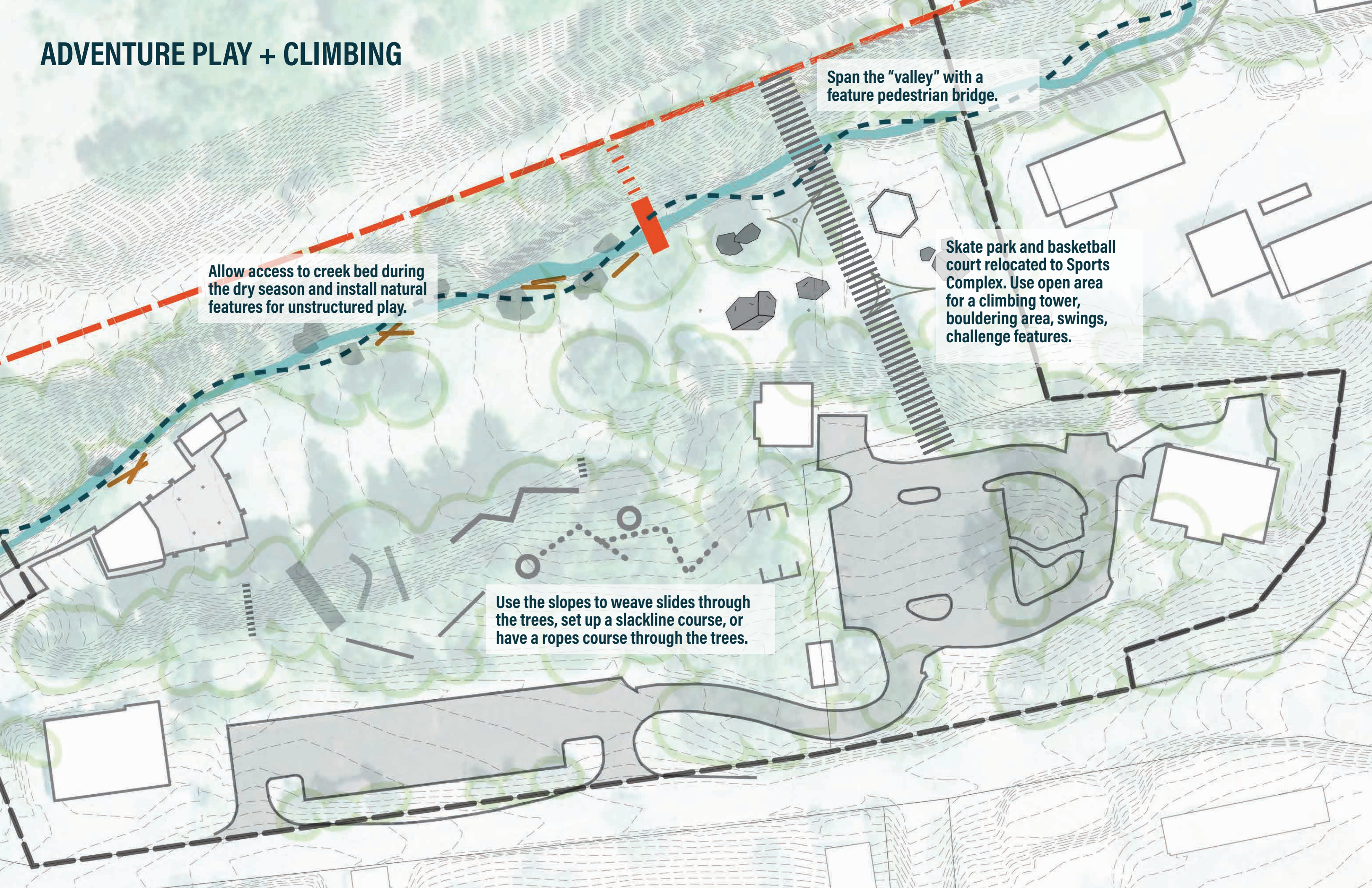
ADVENTURE PLAY + CLIMBING

Allow access to creek bed during the dry season and install natural features for unstructured play.

Span the "valley" with a feature pedestrian bridge.

Skate park and basketball court relocated to Sports Complex. Use open area for a climbing tower, bouldering area, swings, challenge features.

Use the slopes to weave slides through the trees, set up a slackline course, or have a ropes course through the trees.



NATIVE PLANTING + CALIFORNIA LANDSCAPES



SIERRA FOOTHILLS LANDSCAPES



RIPARIAN HABITAT



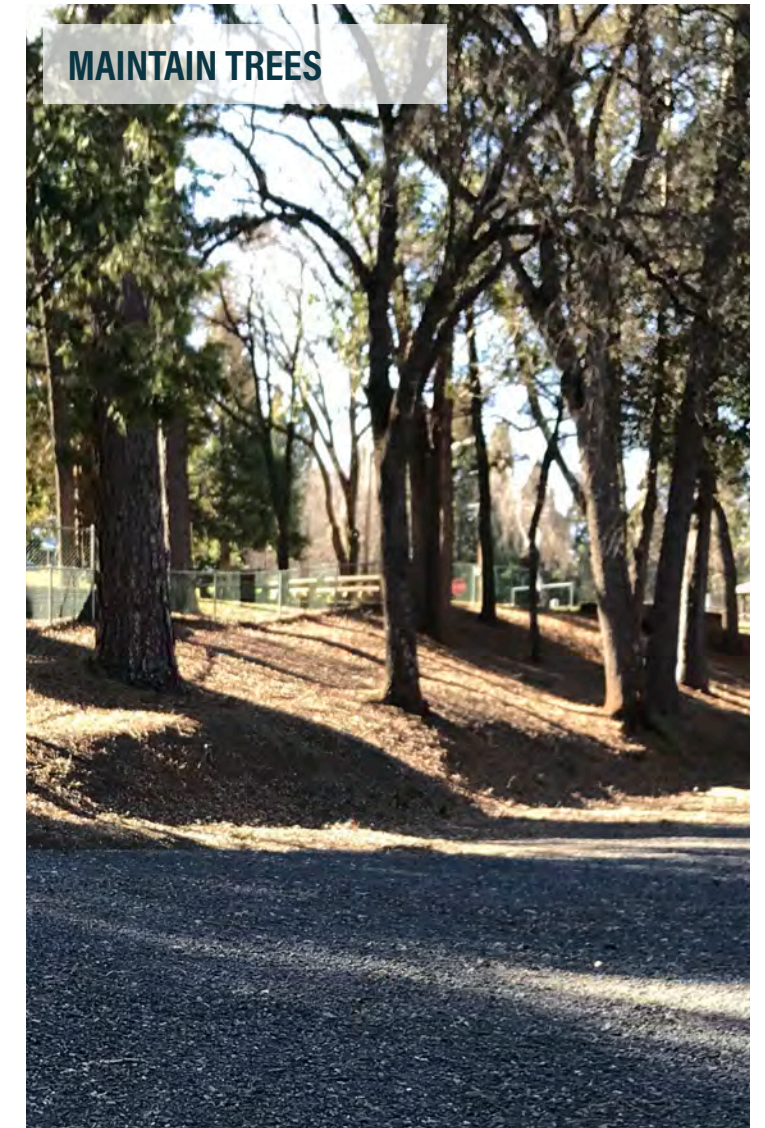
WILDFLOWER MEADOW



HORTICULTURE WALK



HILLSIDE PLANTING



MAINTAIN TREES

NATIVE PLANTING + CALIFORNIA LANDSCAPES



Lay back creek bank, allow overflow / floodplain condition, showcase riparian corridor vegetation.

Add shaded bench areas throughout the park.

Valley floor / wildflower meadow

Native hillside (north-facing) vegetation

Upland meadow

Include a horticultural walk through the site to describe / educate / teach themes of the vegetation and ecology of Sierra Foothills.

ARTS + EVENTS



OUTDOOR FAIR SPACE



OUTDOOR CLASSROOM & SPEAKER PLATFORM



HILLSIDE AMPHITHEATER



FLEXIBLE EVENT SPACE



EVENT RENTALS

ARTS + EVENTS

Use former stage area for back of house and maintenance drop offs, concession service/delivery, or expanded ADA parking.

Relocate stage to face hillside and upper park.

Crushed stone plaza flex space for booths and tents, tables and chairs, concessions, special events.

Outdoor classroom pods / decks.

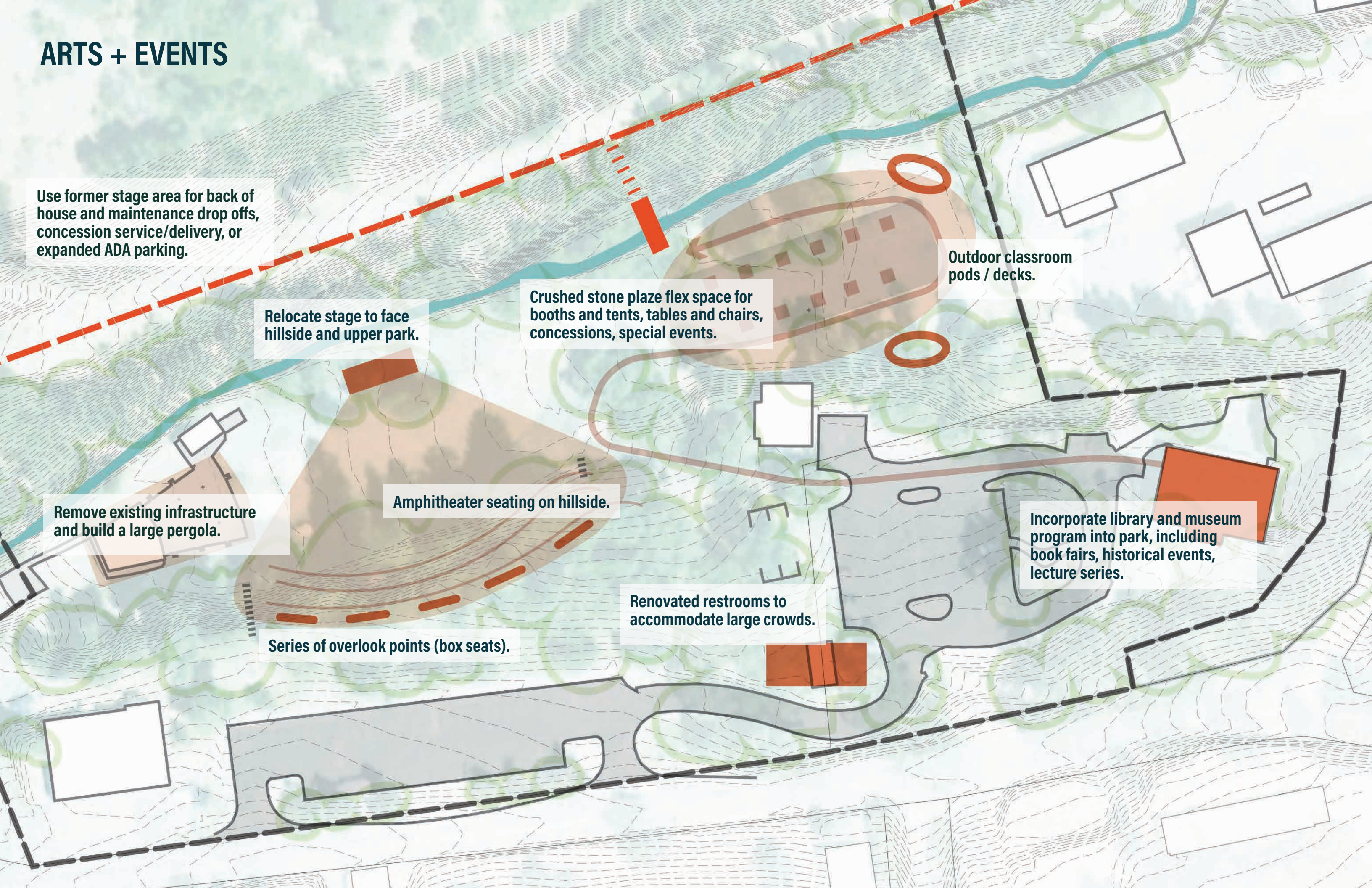
Remove existing infrastructure and build a large pergola.

Amphitheater seating on hillside.

Incorporate library and museum program into park, including book fairs, historical events, lecture series.

Renovated restrooms to accommodate large crowds.

Series of overlook points (box seats).



2. HOW COULD WE RETHINK THE VISITOR EXPERIENCE?

Key Considerations:

- How could we reimagine the bus area or add a pavilion?
- What will make it easy for travelers to rest and recharge?
- What elements could act as gateway, to create a sense of arrival - **your vacation starts here.**
- Is there a future potential to work with Caltrans on their adjacent property?
- Can overflow parking be moved to the Resilience Center?



VISITOR EXPERIENCE UPGRADES



BUS PAVILION

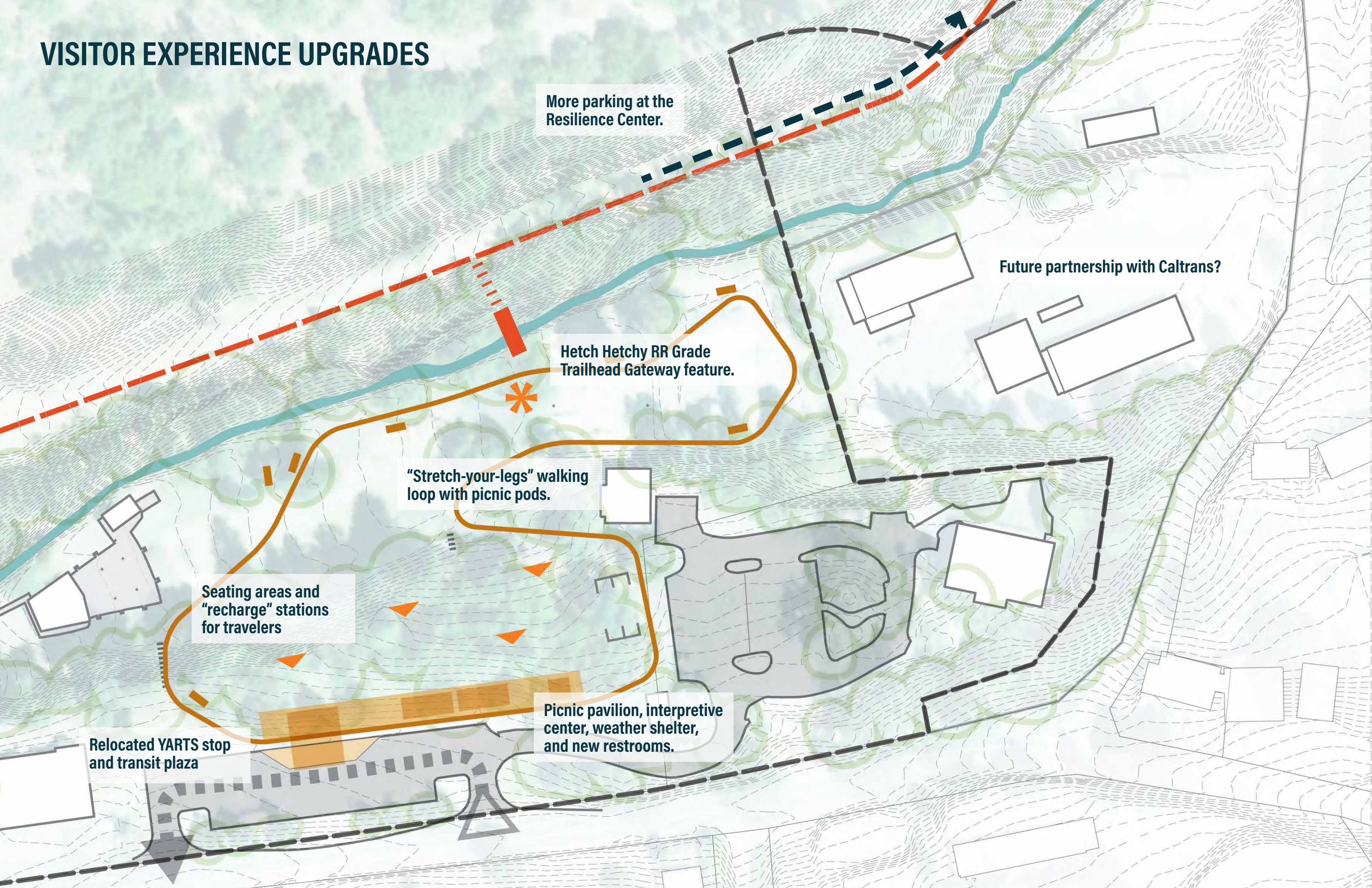


RANGER PROGRAMS



VISITOR CENTER

VISITOR EXPERIENCE UPGRADES



More parking at the Resilience Center.

Future partnership with Caltrans?

Hetch Hetchy RR Grade Trailhead Gateway feature.

"Stretch-your-legs" walking loop with picnic pods.

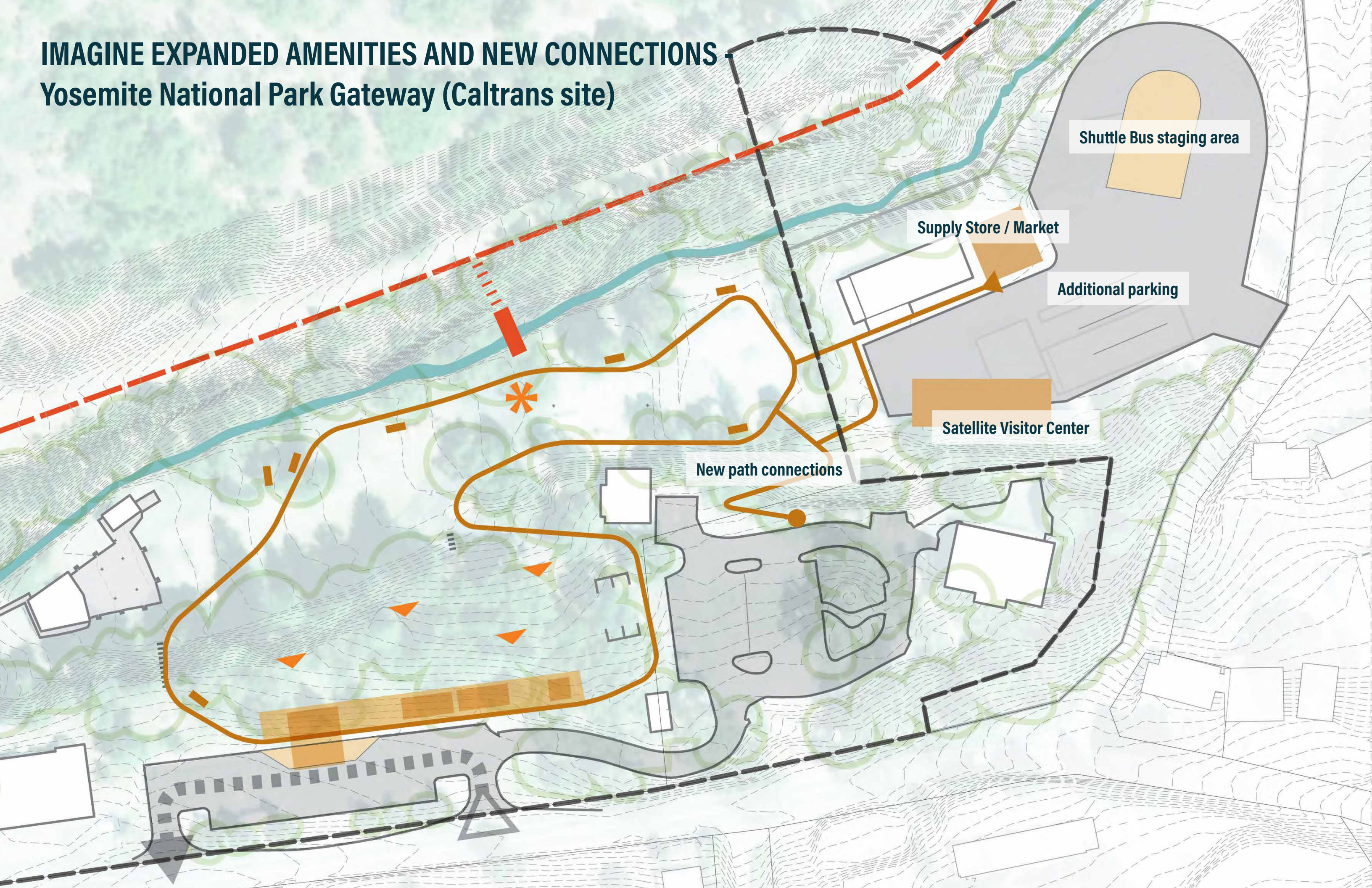
Seating areas and "recharge" stations for travelers

Picnic pavilion, interpretive center, weather shelter, and new restrooms.

Relocated YARTS stop and transit plaza

IMAGINE EXPANDED AMENITIES AND NEW CONNECTIONS

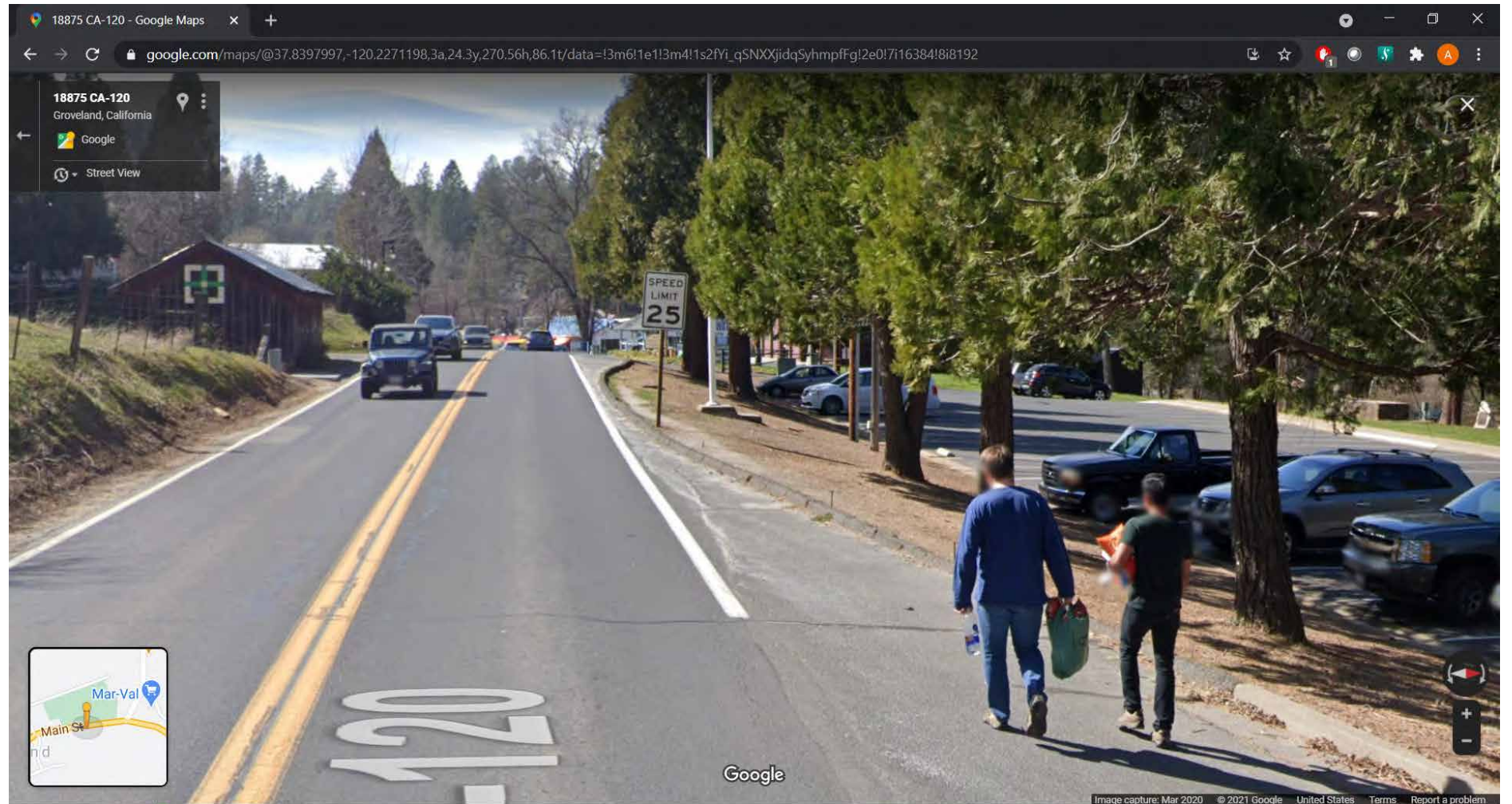
Yosemite National Park Gateway (Caltrans site)



3. A STRONGER CONNECTION TO DOWNTOWN WOULD BE BENEFICIAL FOR MANY REASONS. HOW COULD WE CONSIDER BETTER CONNECTIONS FROM GCSD PARK PROPERTIES?

Key Considerations:

- How could we leverage the creek corridor and HH Railroad grade to create a new connection to downtown?
- What is the best way to connect along surface streets and sidewalks?
- What additional enhancements would strengthen these connections?



ADDITIONAL POTENTIAL CONNECTION ENHANCEMENTS

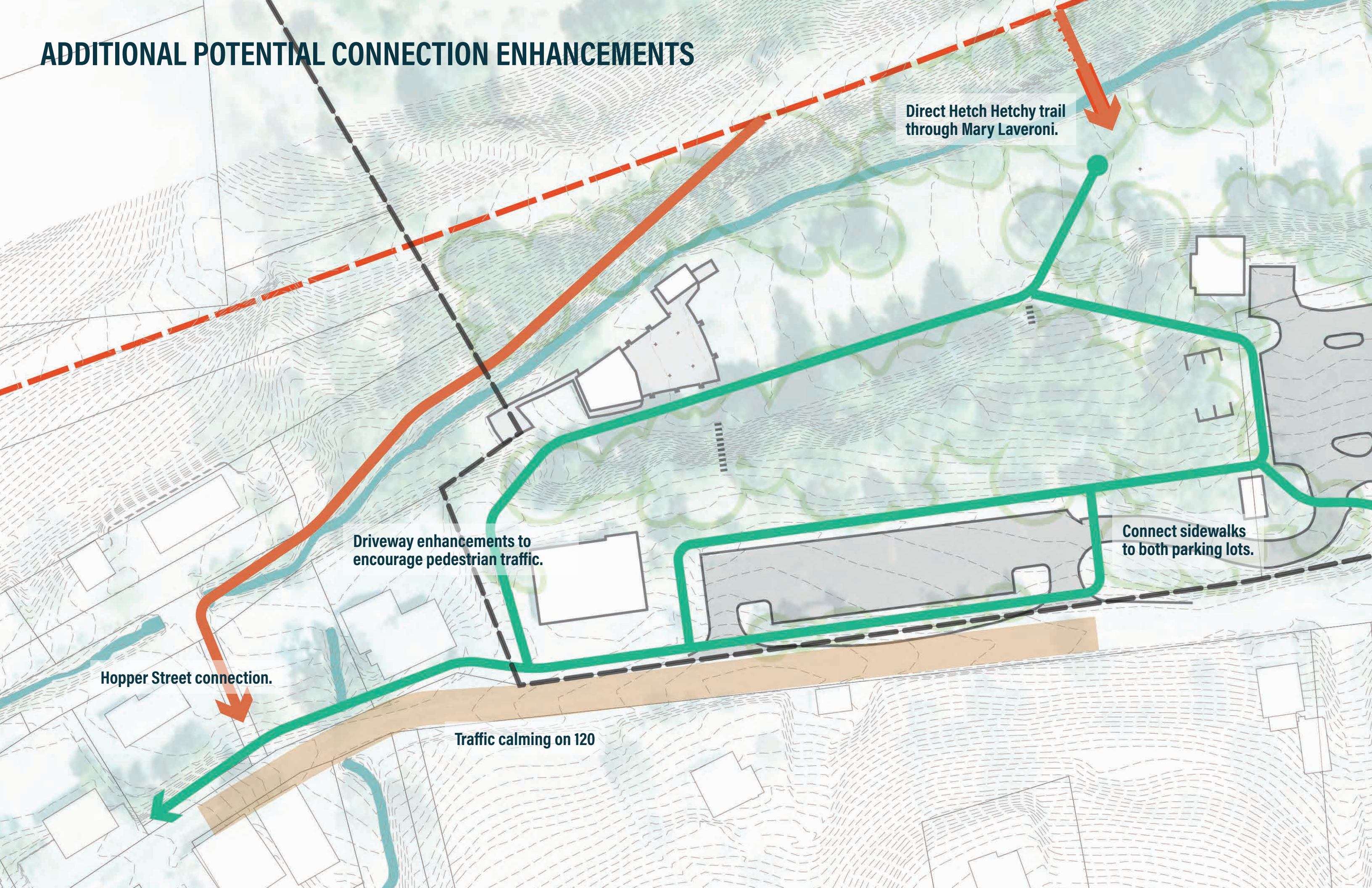
Direct Hetch Hetchy trail through Mary Laveroni.

Driveway enhancements to encourage pedestrian traffic.

Connect sidewalks to both parking lots.

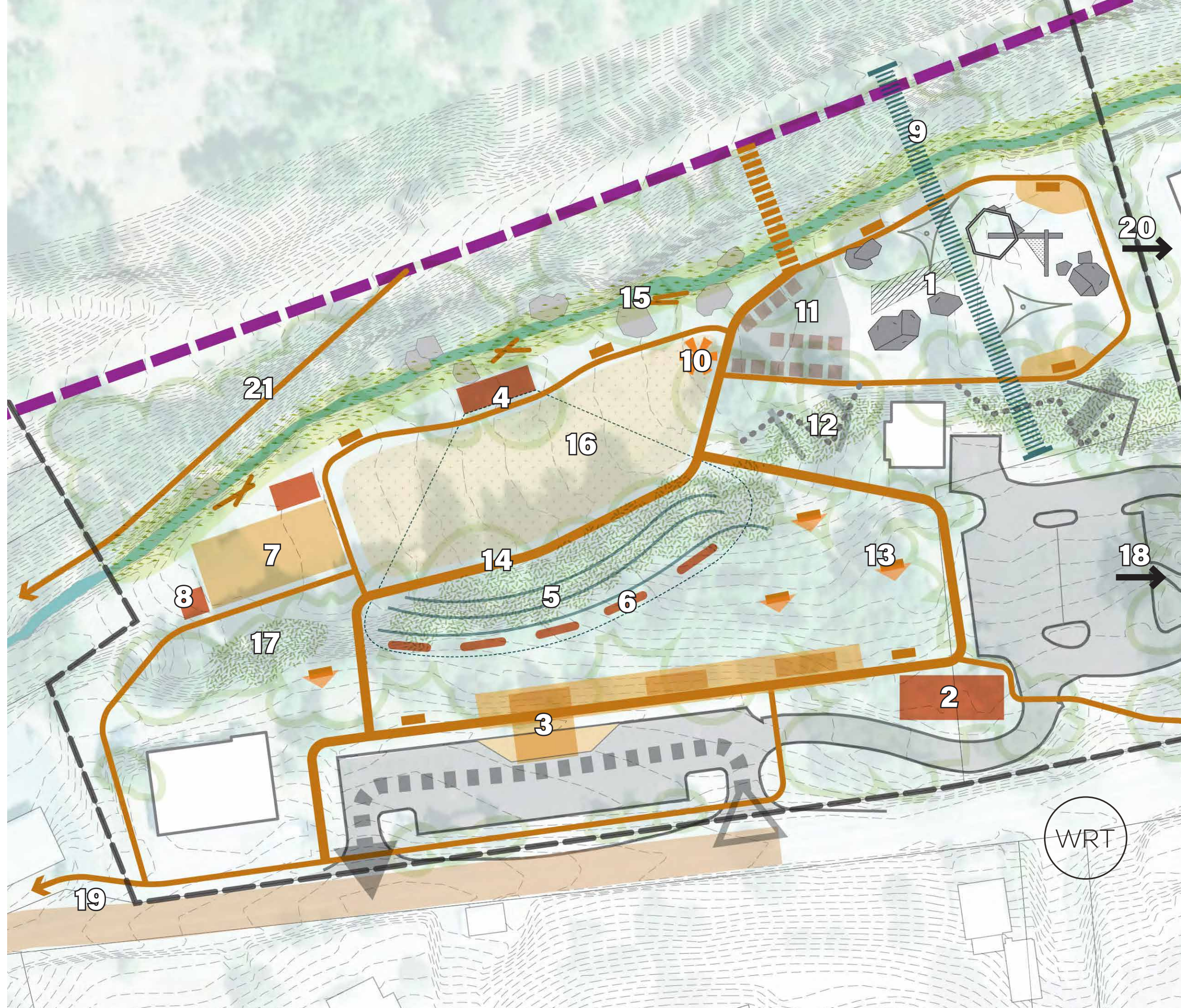
Hopper Street connection.

Traffic calming on 120



PRELIMINARY CONCEPT

1. Skate park and basketball court relocated to Sports Complex. Use open area for a climbing tower, bouldering area, swings, challenge features.
2. Renovated restrooms to accommodate large crowds.
3. Relocated YARTS stop and transit plaza, with picnic pavilion, interpretive center, weather shelter.
4. Relocate stage to face hillside and upper park.
5. Add amphitheater seating on hillside.
6. Series of overlook points (box seats).
7. Remove existing band shell and build a large pergola.
8. Use former stage area for back of house and maintenance drop offs, concession service/delivery, or expanded ADA parking.
9. Span the "valley" with a feature pedestrian bridge.
10. Create a Hetch Hetchy RR Grade Trailhead Gateway.
11. Add crushed stone plaze flex space for booths and tents, tables and chairs, concessions, special events.
12. Use hillside to weave slides through the trees, set up a slackline course or a ropes course.
13. Add shaded benches throughout the park.
14. "Stretch-your-legs" walking loop with picnic pods.
15. Allow access to creek bed during the dry season and install natural features for unstructured play.
16. Native valley floor meadow (mowed for events).
17. Stabilize slopes with native hillside vegetation.
18. Incorporate library and museum program into park events with outdoor classroom pods / decks.
19. Better connections / streetscape improvements to downtown destinations.
20. Future partnership with Caltrans and NPS?
21. Additional connections to Hetch Hetchy trail.





**GCS D PROPERTY
CONCEPT DEVELOPMENT**

FIRST STEPS



Allow visitor access throughout the site.



Create trail linkage between Mary Laveroni, Resilience Center, and Recreation Area.



Clearly define "NO-GO" zones at spray fields / reservoirs.



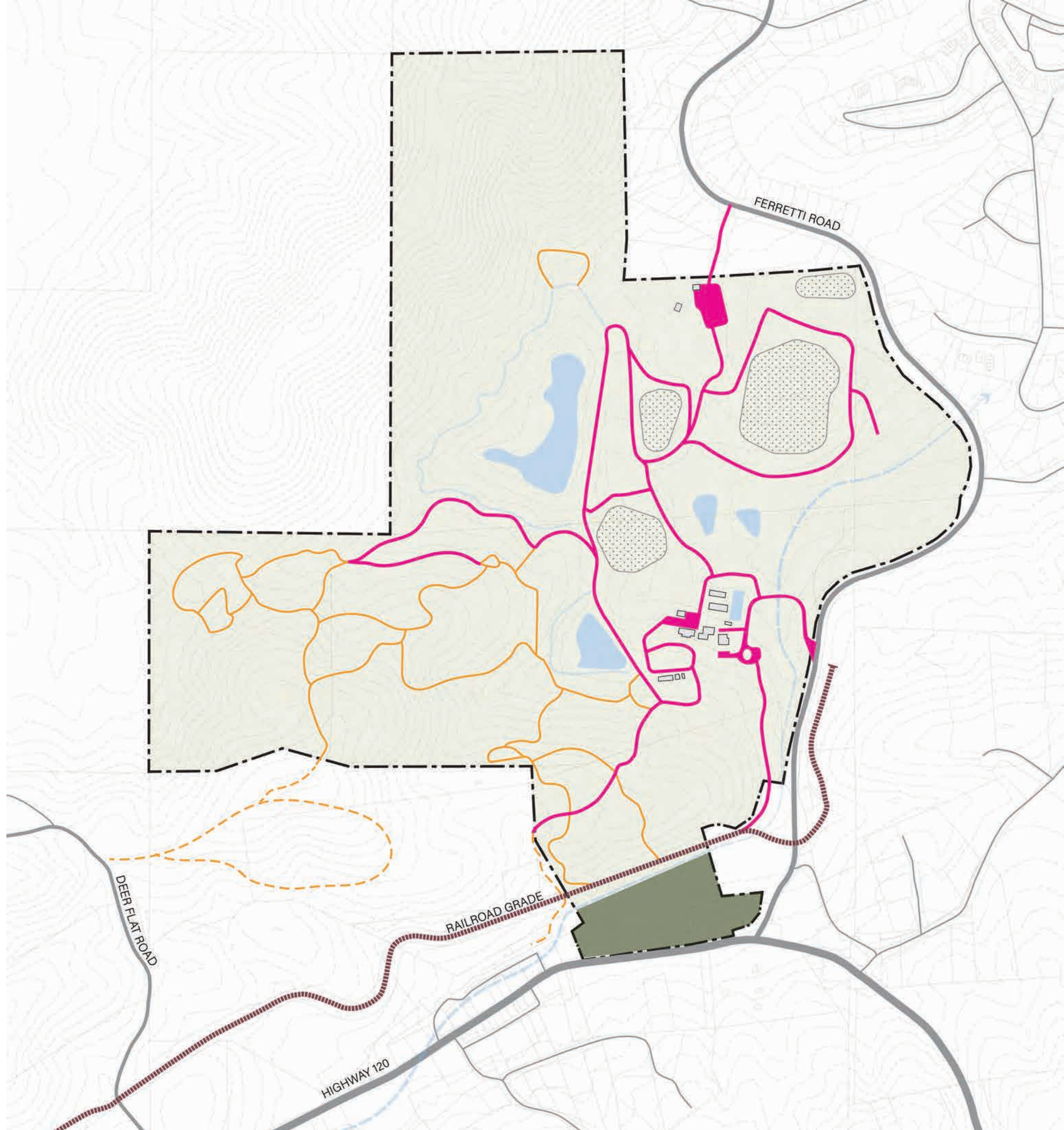
Clean up network of informal maintenance roads and trails.



Improved safety - remove debris or old and obsolete infrastructure.

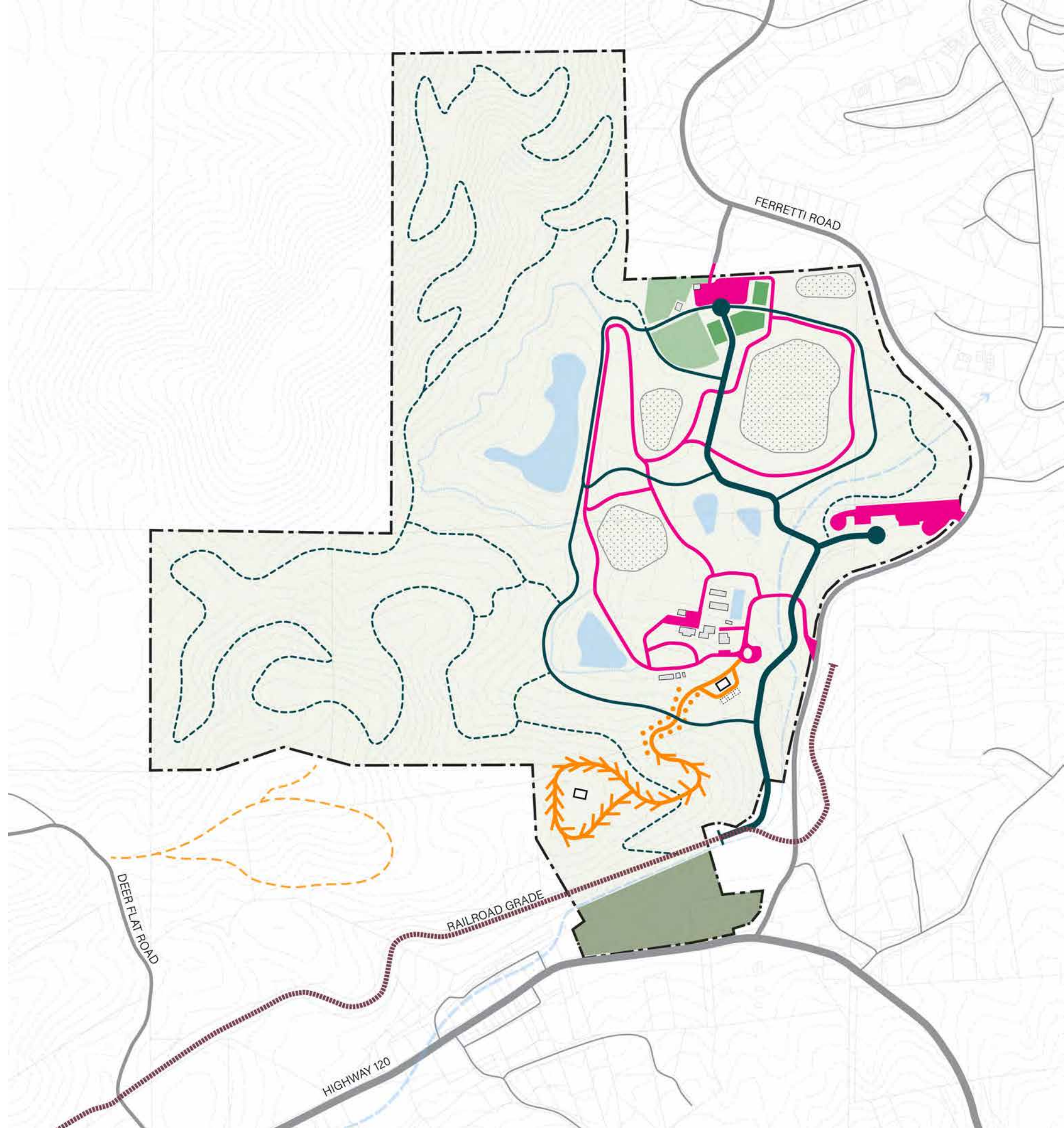
EXISTING CIRCULATION

- ROADS / PARKING
- EXISTING TRAILS
- DIVERSION FLUMES



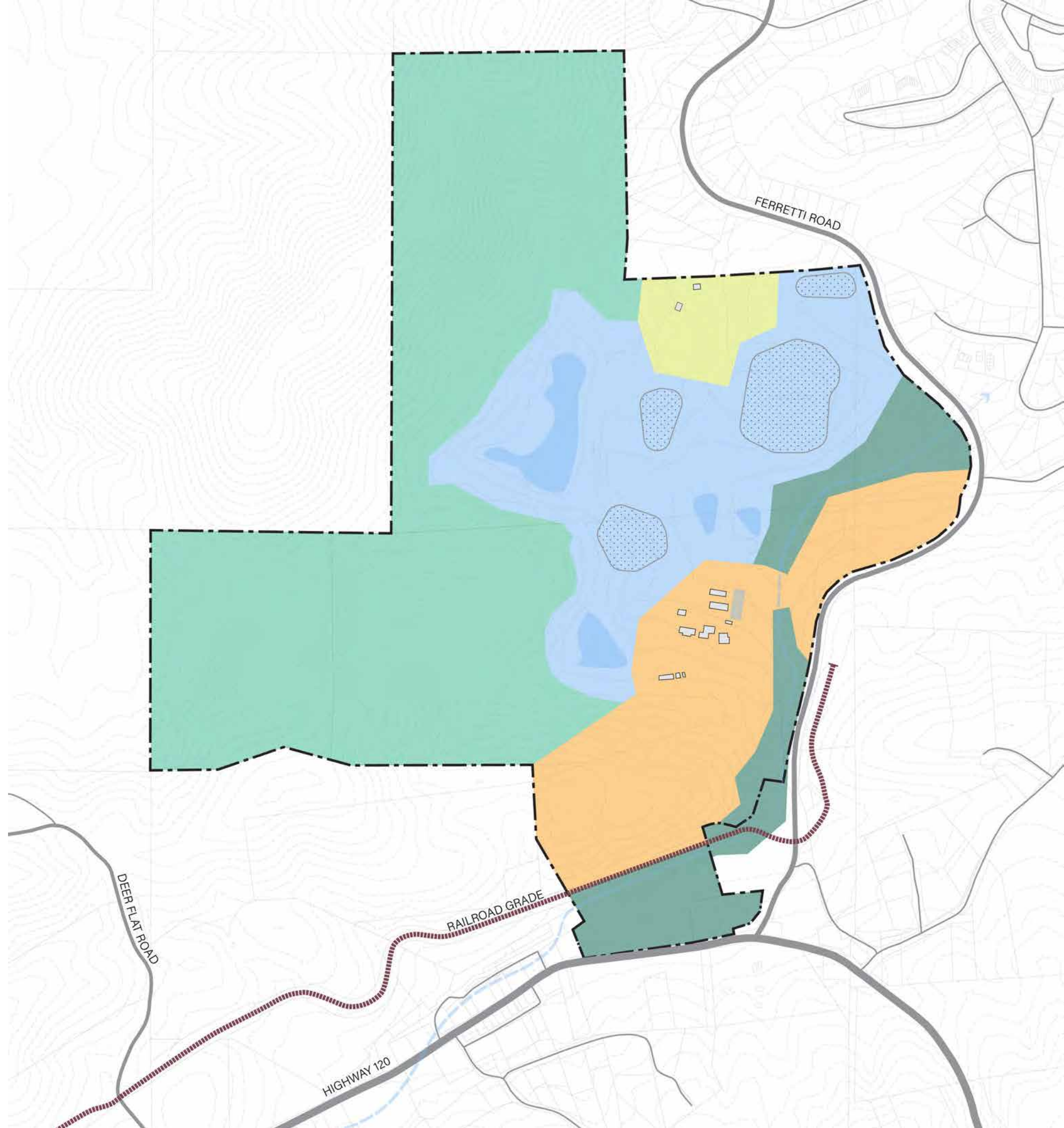
PROPOSED CIRCULATION

- PRIMARY
- SECONDARY
- TERTIARY
- ROADS / PARKING
- RV
- DIVERSION FLUMES
- OFF-SITE CONNECTIONS



USAGE ZONES

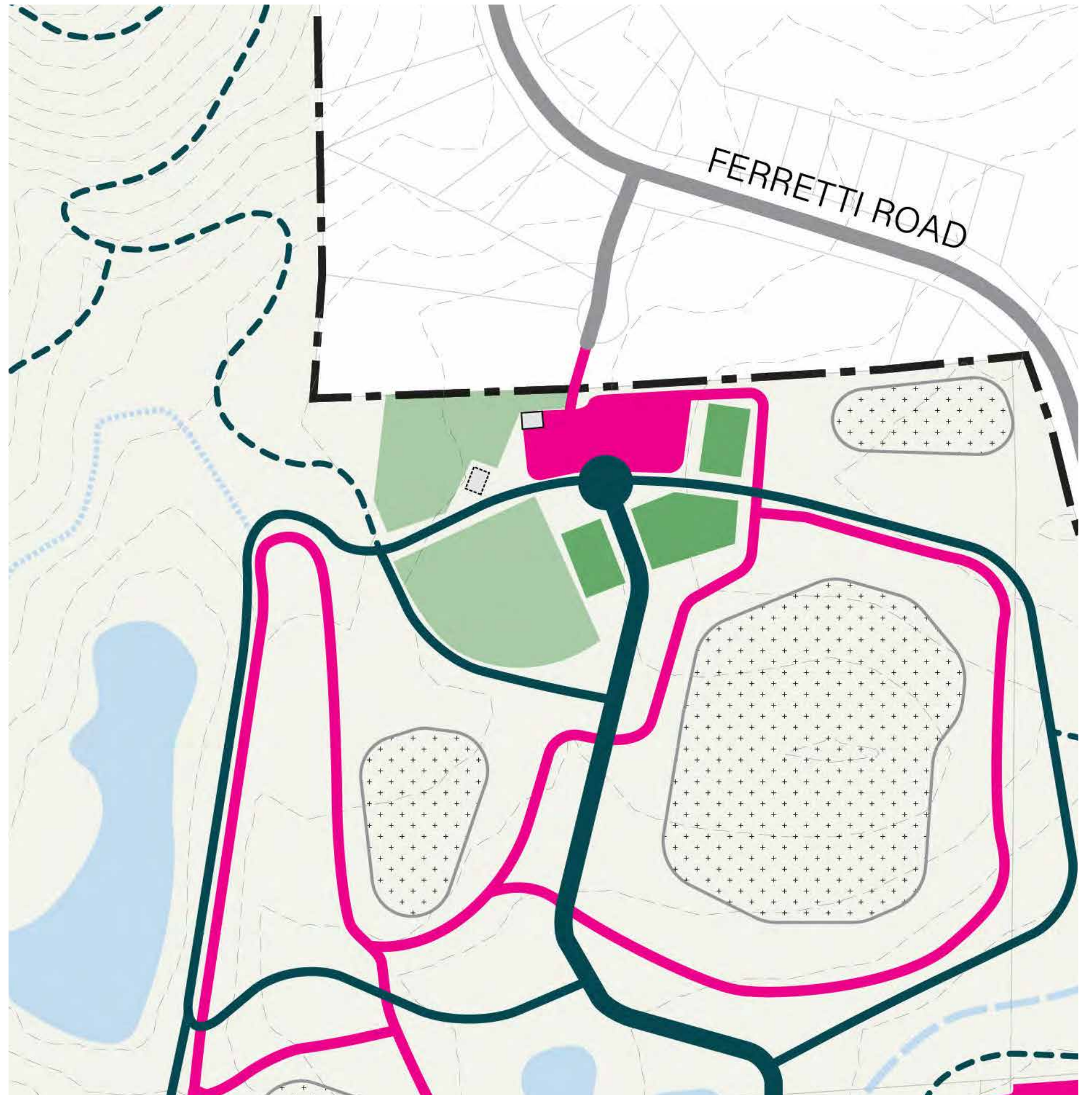
-  THE PRESERVE / TRAILS
-  SPRAY FIELDS / RESERVOIRS
-  SPORTS COMPLEX
-  OFFICE / RV / RESILIENCE CENTER
-  CREEK CORRIDOR / MARY LAVERONI PARK



SPORTS COMPLEX PROGRAM ZONE

- baseball field
- dog park
- trailhead/restrooms/concession/
event pavilion
- flex space for events
- pickleball
- lawn sports
- picnic/bbq
- reoriented parking lot

- RELOCATED basketball court
- RELOCAED skate park



CYCLING / RUNNING / EVENTS

Too short for mountain biking (typ 60km or more),
but perfect for:

Cyclocross

- typically on a 1k to 3k circuit
- need to consider event logistics
- camping on site

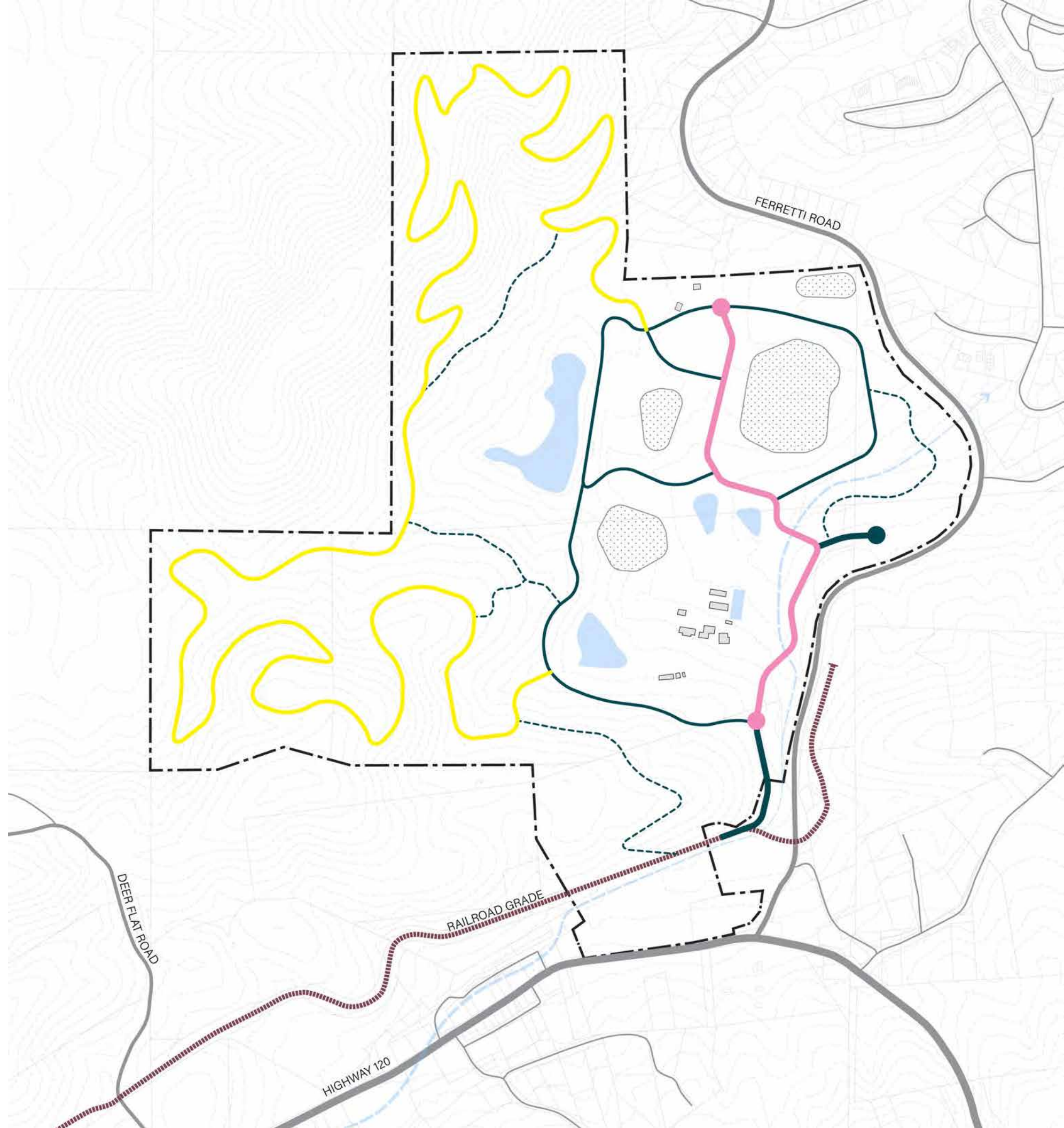
Trail runs

- 5k, 10k
- need to consider event logistics
- tie into longer HH Rail Trail

Pump track, bike skills course

- introduce kids to the sport
- potential for competitions

- 1k trail
- 5k trail

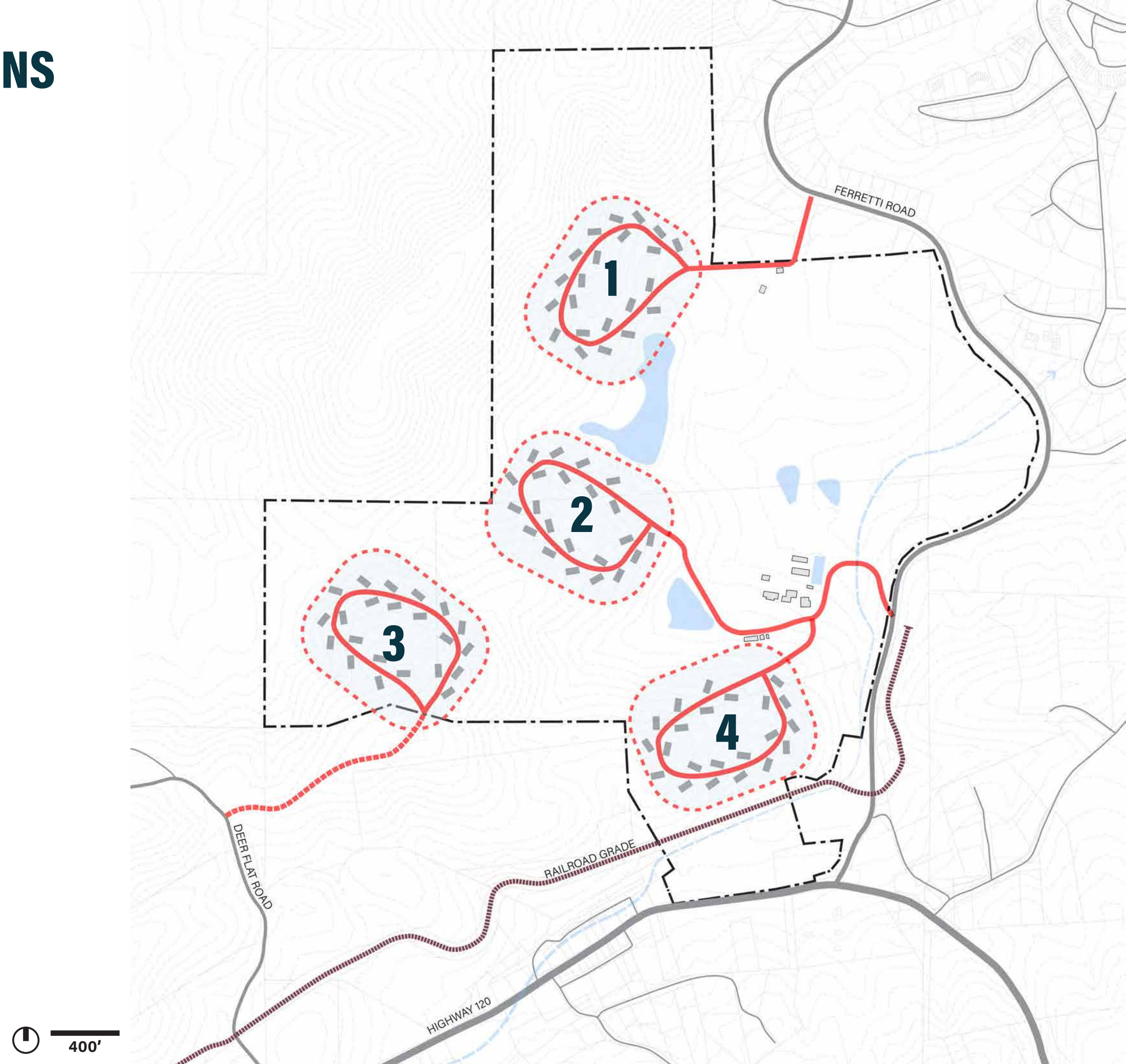


CYCLOCROSS



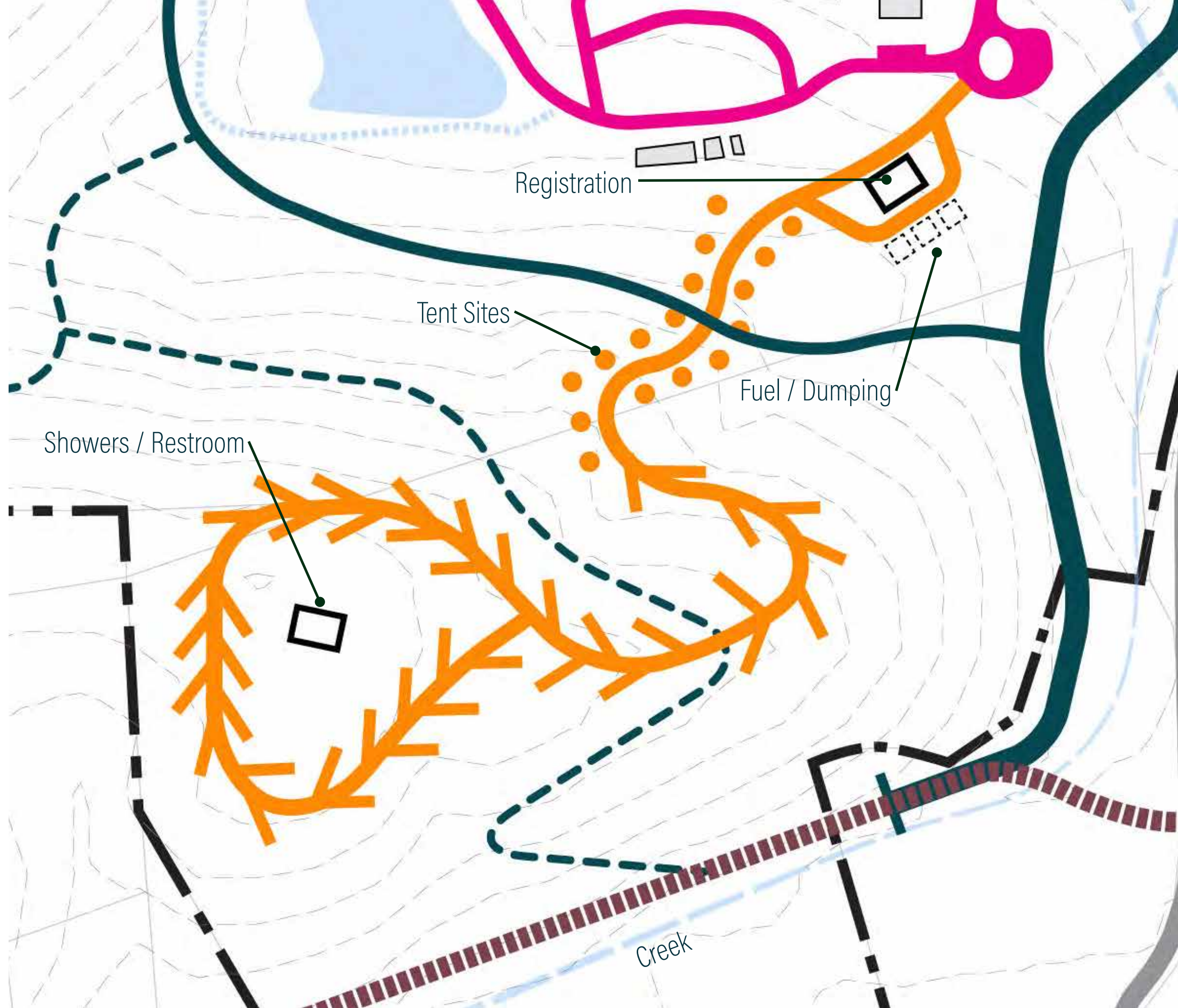
RV PARK CONSIDERATIONS

- **Option 4** has been determined to be the most appropriate and feasible, due to its ease of access, relatively flatter slopes, and distance from the spray fields and reservoirs.



RV PARK CONSIDERATIONS

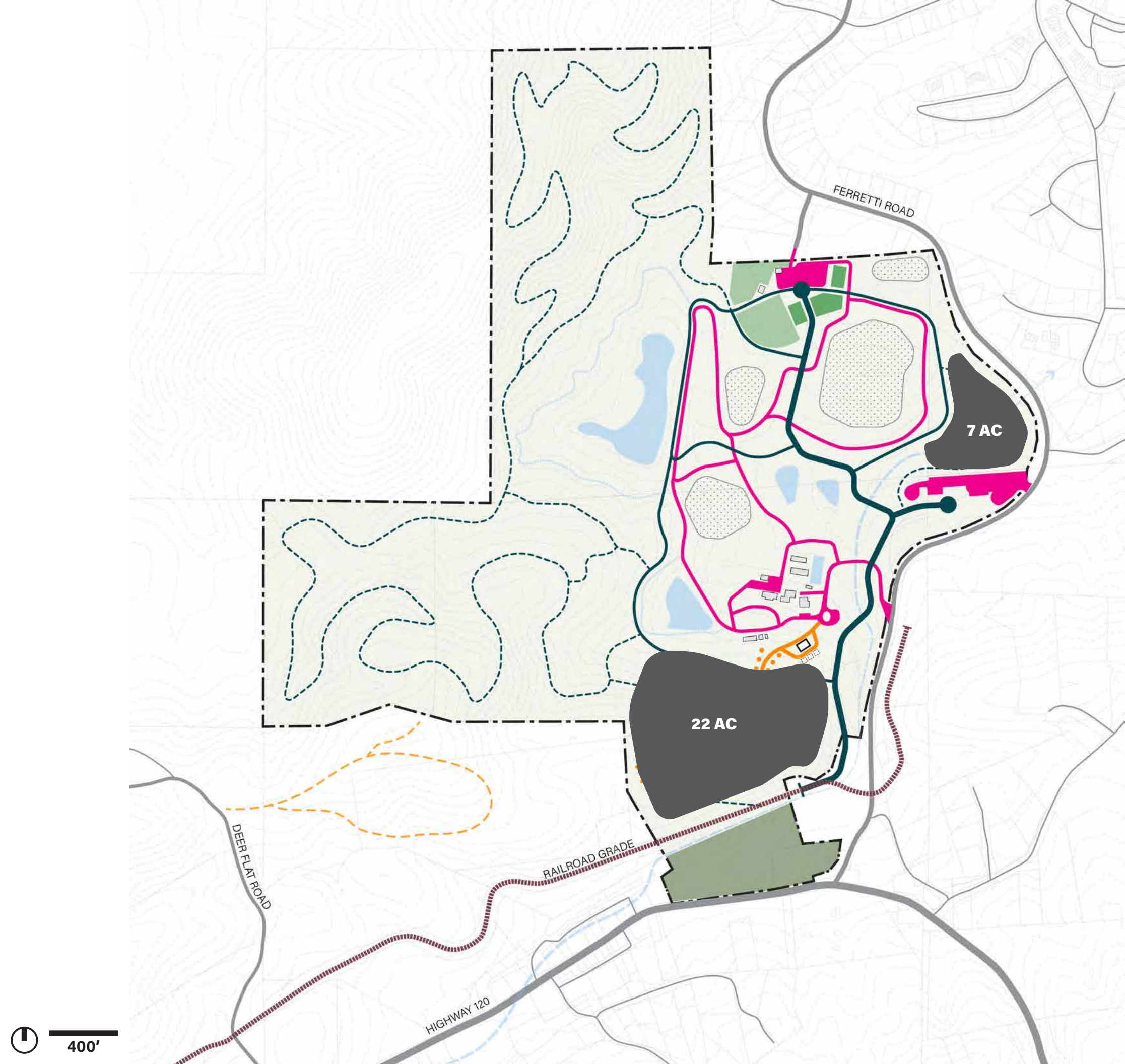
- Bikepacking
- Vanlife / Pop-tops
- Tent sites / car-camping
- 40' RV pads
- Grading questions



DISC GOLF

A disc golf course is not considered viable for the site for the following reasons:

- limited space that is relatively flat and unconstrained
- potential conflicts with other uses
- significant degradation / erosion potential
- typical "pro" course is at least 25 acres
- needs parking

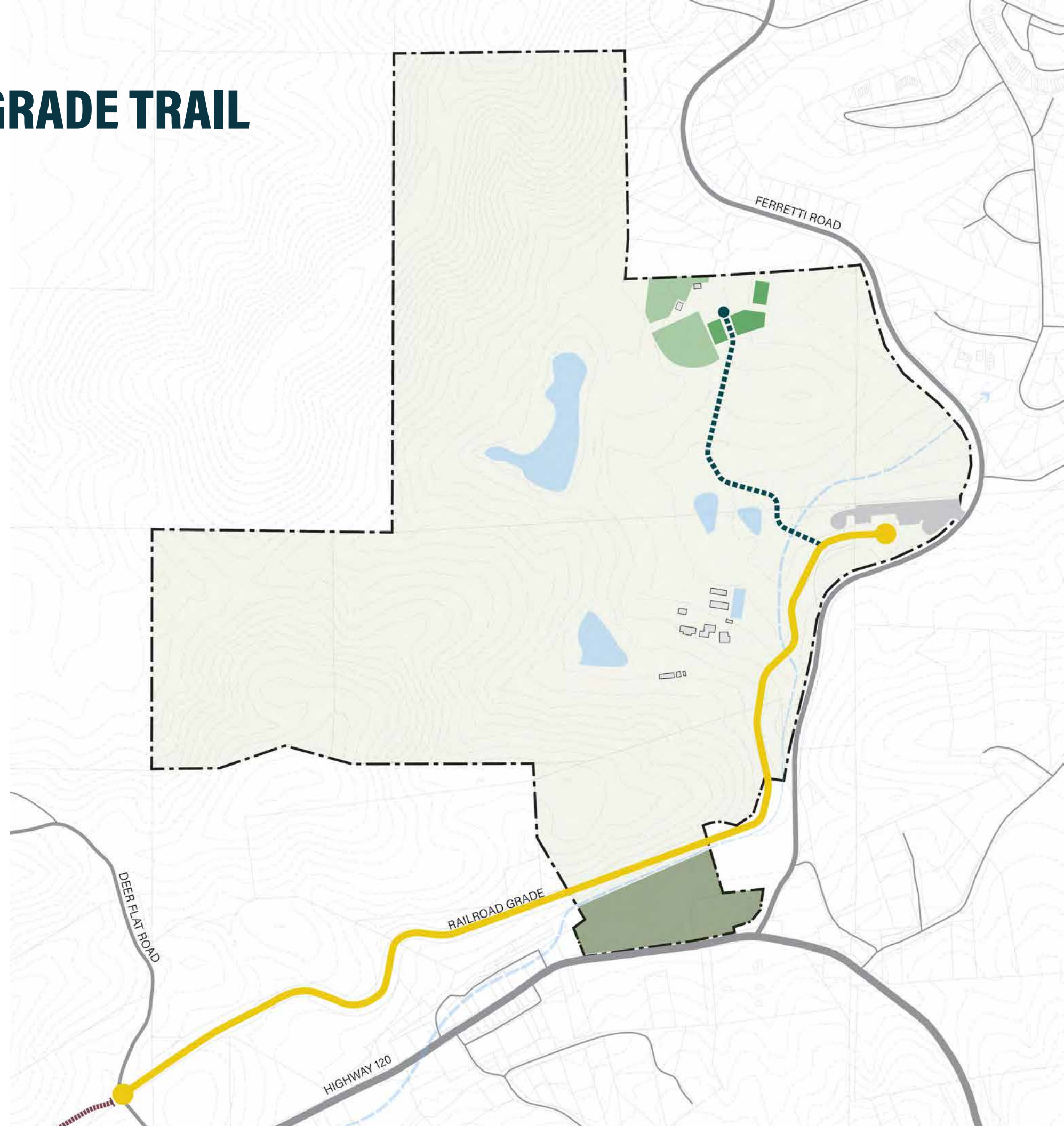


HETCH HETCHY RAILROAD GRADE TRAIL

● PHASE I: DEER FLAT ROAD TO RESILIENCE CENTER

● (PHASE II)

- size should consider potential for vehicular evacuation route
- ties into primary spine to recreation area
- Phase II continues west toward Big Oak Flat
- equestrian considerations?
- Connections:
 - Resilience Center
 - Mary Laveroni Park
 - Downtown Groveland
 - Ballfieldand tied into regional trail systems (BLM, USFS)





GCSD Additional Services
EXHIBIT A - Graphic Samples



Perspective Renderings



Perspective Renderings



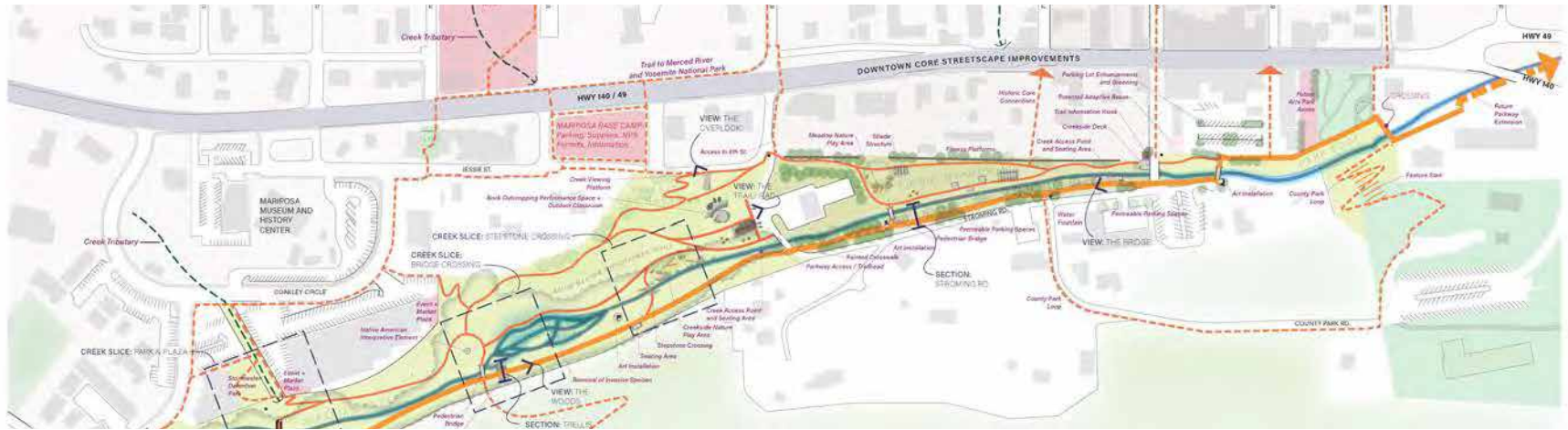
**Perspective
Renderings**



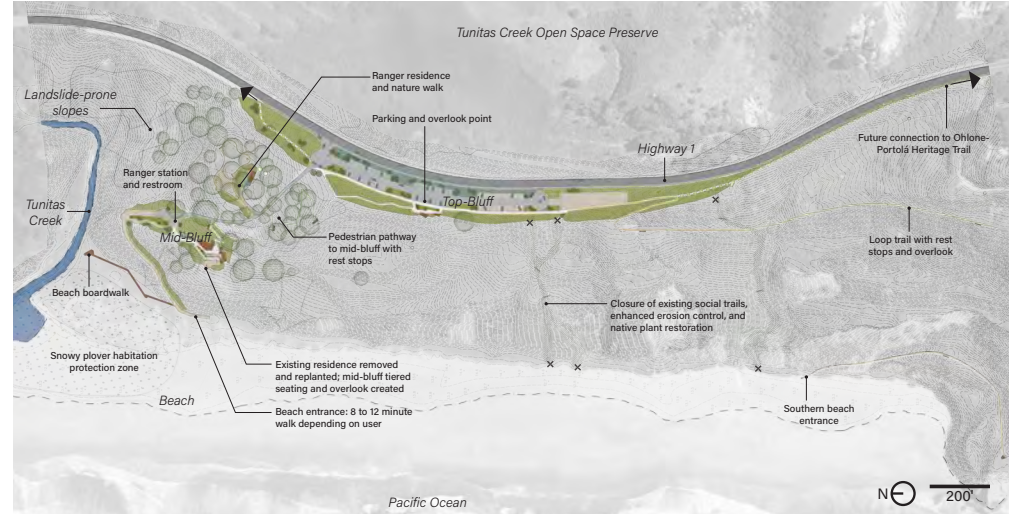
Perspective Renderings



- LOWER SEATING AREA WITH SHADE STRUCTURE
- BERM
- ADA PATH (-5% SLOPE)
- FOOTBRIDGE
- GRANITE STAIR WITH ELEVATION ENGRAVINGS
- BUILDING WALL MURAL
- BIKE WHEELING RAMP
- ROCK CHANNEL
- ADA RAMPS WITH HANDRAIL
- UPPER SEATING AREA WITH SHADE STRUCTURE
- LIGHT POLE
- PLANTING AREA



Site Plans



Site Plans



Birds Eye Site Plans



Engagement Installations



Engagement Installations



Engagement Installations

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made this 10th day of August, 2021 by and between Groveland Community Services District, a special district organized under the laws of California (hereinafter called "District") and Wallace Roberts & Todd, INC hereinafter called "Consultant."

1. THE CONTRACT

This Contract consists of: (1) the general terms and conditions contained herein, and (1) Exhibit attached hereto, as Exhibit A. The District has furnished the Consultant with the general program and requirements of Consultant's services and the Consultant acknowledges being informed as to the nature and extent of the services required. It is expressly understood between the parties that the District is relying on and looking to the Consultant for performing and establishing the specific and technical requirements of the professional services described below, except where otherwise provided.

2. THE PROFESSIONAL SERVICES

Consultant shall execute the following professional services specified in Exhibit A (Scope of Work and Compensation) attached hereto and incorporated herein by reference. The Consultant shall perform its services consistent with the skill and care ordinarily provided by similar consultants practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Consultant makes no other representations or warranties, whether express or implied, with respect to the services rendered hereunder.

3. COMPENSATION FOR SERVICES

Consultant shall receive compensation for performance of the professional services in the amount, and at the times specified, in Exhibit A attached hereto and incorporated herein by reference.

4. CONSULTANT'S RESPONSIBILITIES

A. The Consultant shall perform those services specified in Exhibit A (Scope of Work and Compensation) and any such additional services as may be authorized in accordance with Article 6 hereof.

B. Consultant enters into this Contract, and will remain through the term of this Contract, as an independent contractor. Consultant agrees that Consultant is not and will not become an employee of the District while this Contract is in effect. Consultant is not entitled to the rights or benefits afforded to the District's employees, including but not limited to disability or unemployment insurance, worker's compensation, medical insurance, sick leave or other employment benefits. Consultant is responsible for providing at Consultant's own expense

disability, unemployment, and other insurance, workers' compensation (as set forth below), training, permits, and licenses for Consultant and for Consultant's employees and subcontractors. The Consultant shall be responsible for methods and means used in performing the Consultant's services under this Contract.

C. In the event the Consultant's services are related to a particular project, the Consultant's services shall be performed in a manner, sequence and timing so that they will be coordinated with the needs of the District and other consultants, engineers, architects or contractors for the project. The District shall be the general administrator of the professional services for the project and shall facilitate the exchange of information amongst the consultants, engineers, architects or contractors retained by the District for the project as necessary for the coordination of the project. Except as authorized by the District, all communications between the Consultants and the District or others for the project shall be through the District.

D. The Consultant shall provide progress copies of drawings, reports, specifications and other necessary information to the District and other contracted consultants for coordination and review. All aspects of the project designed by the Consultant shall be coordinated by the Consultant, and the Consultant shall also become familiar with aspects of the project designed by the engineers and/or contracted consultants as necessary for the proper coordination of the project.

E. Consultant may, at Consultant's own expense, use any employees or subconsultants as Consultant deems necessary to perform the services required of Consultant by this Contract. The District shall not control, direct or supervise Consultant's employees or subconsultants in the performance of those services.

F. Provided the District complies with its obligations under this Contract including, but not limited to, payment in full to Consultant for services rendered pursuant to the terms of this Contract, Consultant agrees that all designs, plans reports, specifications, drawings, inventions, processes and other information or documents (collectively referred to as the "Instruments of Service) produced by Consultant as a product of the performance of Consultant's services under this Contract will be and are hereby assigned to the District as the sole and exclusive property of the District and the District's assigns, nominees and successors, as well as any copyrights, patents, or trademarks obtained by Consultant in connection with the performance of services under this Contract. In the event the District uses the Instruments of Service (including without limitation any future additions or alterations to the Project) without retaining and maintaining the retention of the authors of the Instruments of Services, the District releases the Consultant and its subconsultant(s) from all claims and causes of action arising from such uses. The District, to the extent permitted by law, further agrees to indemnify and hold harmless the Consultant and its subconsultant(s) from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third party or entity to the extent such costs and expenses arise from the District's use of the Instruments of Service under this paragraph.

G. Any written, printed, graphic, electronically or magnetically recorded information furnished by the District for Consultant's use are the sole property of the District. All such information shall be proprietary, including, but not limited to customer requirements, customer

lists, marketing information and information regarding the project, the District's employees, products, services, prices, operations and subsidiaries. Consultant will keep such proprietary information in the strictest confidence, and will not disclose it by any means to any person except with the District's approval or except as required by law. On termination of the Contract, Consultant will return any proprietary information in Consultant's possession to the District.

H. Consultant agrees to indemnify and hold harmless the District, the members of its governing board and its officers, agents and employees from and against all demand, claims, damages, losses, liabilities, expenses and/or costs including reasonable attorney's fees and court costs, to the extent arising out of Consultant's willful misconduct, or negligent or reckless acts, errors, or omissions of services contemplated by this Contract, except however, for any such demands, claims, damages, losses liabilities, expenses and/or costs resulting from the willful misconduct, reckless acts, errors or omissions, or negligence of the District and/or its prorata share of negligence.

5. DISTRICT'S RESPONSIBILITIES

A. If the Consultant's services are related to a particular project, the District shall, with reasonable promptness, provide available information regarding the requirements for the project, including any existing or proposed plans and specifications and any requirements of public or quasi-public governmental agencies of which the District is aware.

B. The District may designate a representative authorized to act on the District's behalf with respect to the Consultant's services and, if applicable, the project. The District or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

6. TERMINATION, SUSPENSION OR ABANDONMENT

A. Notwithstanding any other provision of this Contract, this Contract may be terminated by either party at any time by giving thirty (30) days written notice to the other party. In the event of such termination, Consultant shall be compensated hereunder for the value of services performed to the date of termination. In the event of such termination without cause, the District shall not be entitled to rely upon, nor shall Consultant have any liability arising out of the District's use of incomplete designs, plans, reports, specifications, drawings, or other uncompleted tasks.

B. This Contract may be terminated by either party upon not less than seven (7) days written notice should the other party fail to substantially perform in accordance with the terms of this Contract through no fault of the party initiating the termination. For purposes of this subparagraph, the failure to substantially perform in accordance with this Contract includes, but is not limited to, the following:

(1) The District's failure to pay Consultant any compensation due within sixty (60) days after written demand for payment.

(2) Consultant's failure to competently complete the services specified under this Contract within the time periods specified herein or as reasonably directed by the District.

(3) Consultant's or the District's material breach of any representation or agreement contained herein.

(4) Failure of consultant to maintain insurance coverage as required in Section 7.

(5) Consultant may also withdraw from this Contract upon seven (7) days written notice in the event of the District's refusal to cooperate with Consultant or to follow Consultant's advice on any material matter, or the occurrence of any fact or circumstance that would render Consultant's services unlawful or unethical.

(6) In the event of any such termination, Consultant shall be compensated hereunder for the value of services performed to the date of termination.

7. INSURANCE COVERAGE

A. Consultant shall maintain insurance covering claims arising out of the performance of professional services under this Contract and caused by the errors, omissions or negligent acts for which the Consultant is liable, in an amount of no less than \$1,000,000 per occurrence. Additional coverage or terms may be required for Consultant's services related to a particular project.

B. The Consultant shall carry the following additional insurance:

C. General Liability Insurance, which insurance shall have limits of liability not less than the following:

Bodily Injury:	\$1,000,000 each occurrence
	\$1,000,000 each person
	\$2,000,000 aggregate
Property Damage:	\$1,000,000 each occurrence
	\$2,000,000 aggregate

Consultant shall furnish the District, upon request, with (1) a certificate of insurance countersigned by an authorized agent or representative of the insurance company, that the insurance policies will not be cancelled, altered or reduced without thirty (30) days prior written notice to the District and that the policy or policies do not exclude coverage for contractual liability, and (2) an endorsement to the General Liability Policy, in the form of CG2010, or such other form reasonably acceptable to the District, confirming that the District and/or any of the affiliates and additional entities of the District that the District may designate, are named as additional insured on such policies. In the event of cancellation for non-payment,

the District may pay premiums due by Consultant and deduct the paid payment from amounts then or subsequently owing to the Consultant hereunder. Insurance limits called for herein shall be considered to be minimum and the District shall have the absolute discretion to require higher limits should the nature of the work and risks involved therein call for such higher limits.

8. SAFETY

A. Consultant shall strictly observe and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or properties or their protection from damage, injury or loss. Without limiting the foregoing, Consultant shall comply with requirements, regulations, orders and directives promulgated under the Federal Occupational Safety and Health Act, the California Occupational Safety and Health Act, and the California Safe Drinking Water and Toxic Enforcement Act of 1986.

B. Consultant shall be liable to the District for all loss, cost and expense attributable to any acts of commission or omission by the Consultant, or its employees or agents resulting from the failure to use reasonable safety precautions and programs or to comply with safety laws, regulations or ordinances, including but not limited to any fines, penalties or corrective measures.

9. PAYMENT PROVISIONS

A. Unless otherwise specified in Exhibit B, the Consultant shall render monthly invoices in duplicate covering work completed in such month. Invoices received by the tenth (10th) of the month and approved for payment shall be paid within thirty (30) days.

B. Additional services, beyond the services listed in Exhibit A, may be required by the District. Such additional services shall be performed only in accordance with Change Orders, authorized and issued by the District or the District's designated representative. Each Change Order shall list the scope of revisions to be performed, state the time within which the work is to be completed, designate any special conditions, and state the agreed upon compensation for such services.

10. MISCELLANEOUS PROVISIONS

A. This Contract represents the entire and integrated agreement for the services between the District and Consultant and may be amended only by written instrument signed by both the District and Consultant.

B. Any notices required to be given under this Contract by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested, by facsimile, or by any nationally recognized overnight service. Notices must be addressed to the parties at the addresses indicated on this Contract, but each party may change the address by giving written notice in accordance with this paragraph. Notices personally delivered will be deemed communicated as of actual receipt. Mailed notices will be

deemed communicated as of the date of receipt or the fifth day after mailing, whichever occurs first. Notices sent by overnight services or facsimile shall be deemed communicated as of the earlier of the date of receipt or twenty-four (24) hours after mailing.

C. If any provision of this Contract is held by a court of a competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

D. This Contract shall be binding upon the executors, administrators, heirs, successors and assigns of the District and the Consultant.

E. If any legal action or arbitration is instituted, including an action for declaratory relief to enforce or interpret the provisions of the Contract, the prevailing party will be entitled to reasonable attorney's and expert fees, which may be set by the court in such action or arbitration, or in a separate action brought for that purpose, in addition to any other relief to which that party may be awarded.

F. This Contract will be governed by and construed in accordance with the laws of the State of California.

G. In the event that either the District or the Consultant shall at any time waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition, or obligation.

H. If any term, condition or covenant of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Contract shall be valid and binding on District and Consultant.

I. If the scope of services includes Consultant's assistance in applying for governmental permits or approvals, Consultant's assistance shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency.

J. Neither the District nor the Consultant shall be liable to the other or shall make any claim for incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Contract. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty. The mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of the Contract.

K. The Consultant shall not be responsible for delays caused by factors beyond the Consultant's control, including but not limited to delays due to strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts

of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the District to furnish timely information or approve or disapprove of the Consultant's services or work product, or delays caused by faulty performance by the District or by contractors of any level. When such delays beyond the Consultant's reasonable control occur, the District agrees that the Consultant shall not be responsible for damages, nor shall the Consultant be deemed in default of this Contract.

District Signature:

Consultant Signature:

By: _____
Its: _____

By: _____
James K. Stickle

Groveland Community Services District
18966 Ferretti Rd.
Groveland, CA 95321
Mailing Address:
P.O. Box 350
Groveland, CA 95321-0350

Wallace Roberts & Todd, INC
478 Tehama Street, Suite 2B
San Francisco, CA 94103

Exhibit A

Scope of Work and Compensation

1. The Scope of Work has been included as “Exhibit A” as presented by Consultant. The contract is entered into with respect to the following facts:

The Consultant has provided the District with a task options scope of work for the District to choose from based off its needs. The District will authorize task work to be performed via a Purchase Order/Task Order. Tasks are not authorized until a Purchase Order/Task Order has been issued by the District.

The District is also authorized under the agreement to engage the Consultant for work not detailed in the Consultant’s scope of work when it deems necessary and benefits the District and the mission of moving projects forward. This work will be negotiated and agreed upon with both the District and the Consultant.



Exhibit A

June 3, 2021

Jennifer Flores
Administrative Services Manager
Groveland Community Services District
18966 Ferretti Road
Groveland, CA 95321

Re: Proposal for Additional Landscape Architecture Services

Dear Jennifer,

We are pleased to share the below additional service options for Mary Laveroni Park and the GCSD property. These are meant to be a menu of options that can be selected individually or grouped together. The ranges represent some flexibility in our level of detail and graphic clarity, and grouping items together would provide efficiencies. We have enclosed graphic examples as well in Exhibit A, which will help give a sense of the different directions we could go with this work.

WRT Team:

Our team will be led by WRT Principal John Gibbs, supported by Project Manager Andrew Dawson and Landscape Designer Emily Kelly, and other staff as needed.

Additional Scope of Work Options:

Tasks to be completed can be selected from the following options. We're happy to discuss options and refine the deliverables with you:

Task A. Mary Laveroni Park Concept Design - \$7,000 - \$9,000

Advance the thinking provided by the vision plan document to further detail the location, design, and type of amenities, circulation paths, and programming. Specific tasks include studying the amphitheater relocation and hillside seating, locating an event pergola and other event spaces, incorporating adventure play elements, picnic improvements, planting enhancements, shaded seating, and removing the basketball court and skate park.

Deliverables:

- Concept Level Illustrative Site Plan (1" = 20' scale)
- Programming / event studies



- (1) Perspective Rendering

Task B. RV Park Feasibility Study - \$10,000 - \$15,000

Advance a conceptual design of the RV Park at the GCSD's preferred location. Further analyze the site constraints and considerations for a concessionaire-hosted RV facility and its necessary infrastructure. Confirm concept level roadway alignments, utility infrastructure requirements, and site grading with a civil engineer (subcontracted under WRT).

Deliverables:

- Concept Level Illustrative Site Plan (1" = 20' scale)
- Infrastructure and grading diagrammatic plans
- (1) Perspective Rendering

Task C. Sports Complex Concept Design - \$5,000 - \$7,000

Coordinate the relocation of basketball court and skate park, align pathways and parking, and study potential amenities that could work in the Sports Complex, including pavilions, trailhead facilities, event spaces, and additional sport features. Consultation with civil engineer (subcontracted under WRT) if necessary for input on utility infrastructure.

Deliverables:

- Concept Level Illustrative Site Plan (1" = 40' scale)
- Usage and programming diagrams – sports and event logistics
- (1) Perspective Rendering

Task D. Hetch Hetchy Trail Design Advancement - \$2,000 - \$3,000

Continue to advance the HH Railroad grade design for Phase I (Deer Flat Road to the Resilience Center).

Deliverables:

- Graphic trail cross-sections at representative locations (steep slope, intersection, etc.)
- Linkage diagrams to show connectivity into existing or planned assets and neighborhoods
- (1) Perspective Rendering

Task E. Trail System Concept Plan - \$2,000 - \$4,000

Advance the considerations for a trail network on the GCSD property, including the primary spine and its connections to the HH Trail and the Resilience Center, secondary trails, and tertiary natural surface trails. Consider connections to regional trail network, and the ability to host cyclocross cycling events or trail running races.

Deliverables:

- Conceptual Trail System Layout



- (2) Trailhead concept diagrams
- Typical trail cross-sections and details
- Event and logistics diagrams

Task F. Community Engagement Event - \$5,000 - \$10,000

Coordinate and host an on-site community engagement event to share the conceptual designs and gather public input on suggested improvements. Create opportunities for additional idea sharing and community preferences.

Deliverables:

- Compile project information, vision plan, concept designs onto large format display boards or other visual exhibits.
- Construct a temporary installation in Mary Laveroni Park which will be the community hub for the event.
- Provide staff during the event; collect, manage, and summarize feedback.

Additional Perspective Renderings - \$1,500 per rendering

Enhance any of the existing work or any of the tasks described above with additional perspective renderings.

Project Duration:

Schedule is dependent on the chosen additional services. We anticipate working with you to determine the appropriate timeframe for each task.

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.

Standards: 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 Proposal or otherwise, in connection with the Landscape Architect's services.

Payment:

Monthly invoices shall be submitted by the Landscape Architect based upon percentage of work completed during the month up to the limits stated above without prior authorization from the client. The client has the responsibility for contacting WRT within 10 days of submittal of the invoice if they have noted any errors or omissions in the invoice so WRT can re-issue the invoice with the necessary corrections in a timely manner.



Our hourly-based fees are based on receipt of payment within 30 days from the date of invoice. Unpaid balances over 45 days shall increase the base fee by 1% per month of the then unpaid balance.

Jennifer, we are genuinely excited to be able to continue our work with the GCSD. Please don't hesitate to call me or John with any questions you may have or clarifications you want to discuss. We're happy to revisit these options and come up with a work plan that suits your needs and advances the assignment in the best way for you and your constituents.

Sincerely,

A handwritten signature in black ink, appearing to read 'Andrew Dawson', with a stylized, overlapping loop structure.

Andrew Dawson
Associate | Project Manager

Attachments: Exhibit A – Graphic Examples

RESOLUTION 23-2021

A Resolution Approving Consulting Services Agreement with WRT for the Design, CEQA Documentation and Related Services for the Mary Laveroni Community Park Improvements 2021; Adventure-Trails-Activities Master Plan

WHEREAS, the Groveland Community Services District (herein referred to as District) is a local government agency formed and operating in accordance with Section §61000 et seq. of the California Government Code; and

WHEREAS, Groveland Community Services District Park Committee has been working together over the last few years to engage the community in the efforts of enhancing the District Park Facilities; and

WHEREAS, the District entered into a Professional Services Agreement with WRT in October 2020 to conduct a park amenities plan and study; and

WHEREAS, WRT delivered this plan and study in March 2021 and was reviewed by staff with the Park Committee, and then later presented to the entire Board at their June 8, 2021 regular meeting; and

WHEREAS, the District desires to continue working with WRT to move the Mary Laveroni Park Improvements forward and to complete design and CEQA work necessary to apply for upcoming state recreation grants; and

WHEREAS, WRT has presented the District with a proposal for services listed as menu options that the District can initiate by task order;

WHEREAS, the Board approved funds in the adoption of the FY 2021/22 budget in the amount of \$55,000 for said work.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of Groveland Community Services District adopts Resolution 23-2021 Approving Consulting Services Agreement with WRT for the Design, CEQA Documentation and Related Services for the Mary Laveroni Community Park Improvements 2021; Adventure-Trails-Activities Master Plan.

WHEREFORE, this Resolution is PASSED, APPROVED, and ADOPTED by the Board of Directors of the Groveland Community Services District on August 10, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Rachel Pearlman, Secretary

Janice Kwiatkowski, President - Board of Directors

CERTIFICATE OF SECRETARY

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on August 10, 2021.

DATED: _____