

FORM APPROVED COUNTY COUNSEL  
 BY: *[Signature]* DATE  
 GREGORY P. PRIAMOS

Departmental Concurrence



**SUBMITTAL TO THE BOARD OF DIRECTORS  
 REGIONAL PARK AND OPEN SPACE DISTRICT  
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

914



**FROM:** Regional Park and Open-Space District

**SUBMITTAL DATE:**  
 8-20-2015

**SUBJECT:** Approval of Professional Service Agreement for Design Services of Lake Skinner Splash Pad Expansion; District 3; [\$124,933]; Park Acquisition & Development, DIF Fund 33120; CEQA Exempt

**RECOMMENDED MOTION:** That the Board of Directors:

1. Find that the Professional Service Agreement for Design Services is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3);
2. Approve the Professional Service Agreement for Design Services between the Riverside County Regional Park and Open Space District (District) and Schmidt Design Group Inc. for design services of the Lake Skinner Splash Pad Expansion project for a not-to-exceed amount of one hundred twenty four thousand nine hundred thirty-three dollars (\$124,933); and
3. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of approval by the Board.

**BACKGROUND:**

**Summary**

(continued on page 2)

*[Signature]*

Brande Hune for Scott Bangle  
 General Manager

2016-011D

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 124,933	\$	\$ 124,933	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
<b>SOURCE OF FUNDS:</b> Park Acquisition & Development, DIF Fund 33120				<b>Budget Adjustment:</b> N	
				<b>For Fiscal Year:</b> 2015/16	

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *[Signature]*

Alex Gann

County Executive Office Signature

**MINUTES OF THE BOARD OF DIRECTORS**

- A-30
- Positions Added
- 4/5 Vote
- Change Order

**DISTRICT**

Prev. Agn. Ref.: 3-17-09 3.53; 5-12-09 13.3

District:

Agenda Number:

**13-3**

**SUBMITTAL TO THE BOARD OF DIRECTORS, REGIONAL PARK AND OPEN SPACE DISTRICT,  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.**

**FORM 11:** Approval of Professional Service Agreement for Design Services of Lake Skinner Splash Pad Expansion; District 3; [\$124,933]; Park Acquisition & Development, DIF Fund 33120; CEQA Exempt

**DATE: 8-20-2015**

**PAGE: 2 of 2**

**RECOMMENDED MOTION:** (continued)

4. Authorize the Chairman of the Board to execute the Agreement on behalf of the District; and
5. Direct the Clerk of the Board to return four (4) copies of the executed Agreement to the District.

**BACKGROUND:**

**Summary (continued)**

Lake Skinner Splash pad was originally designed and built in 2010 by Schmidt Design Group Inc. and has since been a main attraction at the park. Currently, the original rubberized surface in the splash pad area has fallen into disrepair. In an effort to repair the facility and enhance the user experience, the District wishes to develop a plan to replace the rubberized surface and expand the scope of the splash pad including adding an area or elements that will service the special needs community as well as adding a gathering area on the perimeter of the splash pad that will include a concrete pad with shade structure, BBQ area, and lighting. These improvements will maintain the safety of the facility, improve capacity for use and enhance the experience of park guests.

**Impact on Citizens and Businesses**

The District does not expect any impacts to residents or businesses. The contract is for the design and development of expansion plans to enhance the existing facility which will provide for an improved customer experience.

**CEQA Information**

The agreement was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines Section 15061(b) (3) because the proposed consulting agreement will merely start preliminary studies and survey work for a possible site location and design ideas to be conducted by the consultant; therefore, it can be seen with certainty that there is no possibility that the activity in question will have a significant effect on the environment. The Lake Skinner Recreation Area Expansion and Improvements Project had completed Environmental Assessment for the project scope and area of development. The analysis determined the project was qualified for Negative Declaration. The ND was posted and approved on May 12, 2009. The Consultant under this agreement will be siting and design a structure in the area designated and analyzed for zero depth water play structures and associated utilities. The consultant's work will not create any additional impacts that were not addressed in the original ND. It's work is considered to have "no-impact" under CEQA and as such does not require additional analysis.

**Contract History and Price Reasonableness**

The Request for Proposal (RFP) was issued to the Public on May 20, 2015, advertised on Public Purchase and the County website. A mandatory pre-proposal meeting was held on June 2, 2015 with three design firms attending. On June 17th, a addendum was issued. The RFP closed on July 7, 2015 with one submittal received. The evaluation committee reviewed the submittal and is recommending the award of the design contract to Schmidt Design Group Inc.

**Attachments:**

Professional Service Agreement for Design Services  
CEQA Notice of Exemption

**PROFESSIONAL SERVICE AGREEMENT**

**for**

**DESIGN SERVICES of LAKE SKINNER SPLASH PAD EXPANSION**

**Between**

**RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT**

**and**

**SCHMIDT DESIGN GROUP, INC.**



NOV 20 10 51 AM '15  
RIVERSIDE COUNTY

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This Professional Service Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between **SCHMIDT DESIGN GROUP, INC.**, a California corporation (herein referred to as "CONSULTANT"), and the **RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT**, a special district, (herein referred to as "DISTRICT"). The parties agree as follows:

**1. Description of Services**

**1.1** CONSULTANT shall provide all design services as outlined and specified in **Exhibit "A"**, Scope of Work, and **Exhibit "B"**, CONSULTANT submitted "Description of Services"; at the prices stated in **Exhibit "C"**, Cost Summary.

**1.2** CONSULTANT represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the DISTRICT relies upon this representation. CONSULTANT shall perform to the satisfaction of the DISTRICT and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONSULTANT affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONSULTANT agrees it can properly perform this work at the prices stated in **Exhibit "B"**. CONSULTANT is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the DISTRICT of the CONSULTANT's performance under this Agreement does not operate as a release of CONSULTANT's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect for one (1) year, with the option to renew up to six (6) additional one-month periods, for a total of One (1) year and six (6) months, unless terminated earlier. CONSULTANT shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Regional Park and Open Space District's Board of Director's is the only authority that may obligate the District for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The DISTRICT shall pay the CONSULTANT for services performed, products provided and expenses incurred in accordance with the terms of **Exhibit "C"**, Cost Summary. Maximum payments by DISTRICT to CONSULTANT shall not exceed One Hundred Twenty Four Thousand Nine Hundred Thirty-Three Dollars (\$124,933) including all expenses. The DISTRICT is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in **Exhibit "C"**, Cost Summary, DISTRICT shall not be responsible for payment of any of CONSULTANT's expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONSULTANT offers lower prices to another governmental entity) will automatically be extended to the DISTRICT. The DISTRICT requires written proof satisfactory to DISTRICT of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by DISTRICT. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the DISTRICT and approved (if needed) for budget funding by the Board of Directors.

**3.3** CONSULTANT shall be paid only in accordance with an invoice submitted to DISTRICT by CONSULTANT within fifteen (15) days from the last day of each calendar month, and DISTRICT shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONSULTANT only after services have been rendered or delivery of materials or products, and acceptance has been made by DISTRICT. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Regional Park and Open-Space District  
Attn: Finance  
4600 Crestmore Road, Jurupa Valley, CA 92509  
OR: Email invoices to: [parcs-finance@rivcoparks.org](mailto:parcs-finance@rivcoparks.org)

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number PKARC-189; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

**3.4** The DISTRICT obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of DISTRICT funding from which payment can be made. No legal liability on the part of the DISTRICT shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONSULTANT in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

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#### **4. Alteration or Changes to the Agreement**

**4.1** The Board of Directors are the only authorized DISTRICT representatives who may at any time, by written order, alter this Agreement. If authorized by the Board of Directors, the Purchasing Agent may exercise the option to extend the term period pursuant to the terms of this Agreement and execute amendments to effect the term period extensions. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONSULTANT for additional payment related to this Agreement shall be made in writing by the CONSULTANT within 30 days of when the CONSULTANT has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONSULTANT. If the DISTRICT Purchasing Agent decides that the facts provide sufficient justification, may authorize additional payment to the CONSULTANT pursuant to the claim. Nothing in this section shall excuse the CONSULTANT from proceeding with performance of the Agreement even if there has been a change.

#### **5. Termination**

**5.1.** DISTRICT may terminate this Agreement without cause upon 30 days written notice served upon the CONSULTANT stating the extent and effective date of termination.

**5.2** CONSULTANT may terminate this Agreement without cause upon 180 days written notice served upon the DISTRICT stating the intent and effective date of termination. CONSULTANT will return funds to DISTRICT on a pro-rata basis, if applicable.

**5.3** DISTRICT may, upon five (5) days written notice terminate this Agreement for CONSULTANT's default, if CONSULTANT refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the DISTRICT may proceed with the work in any manner deemed proper by DISTRICT.

**5.4** After receipt of the notice of termination, CONSULTANT shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to DISTRICT and deliver in the manner as directed by DISTRICT any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to DISTRICT.

**5.5** After termination, DISTRICT shall make payment only for CONSULTANT's performance up to the date of termination in accordance with this Agreement.

**5.6** CONSULTANT's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONSULTANT; or in the event of CONSULTANT's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONSULTANT shall not be entitled to any further compensation under this Agreement.

**5.7** CONSULTANT is not debarred from the System for Award Management (SAM). If the Agreement is federally or State funded, CONSULTANT must notify the DISTRICT immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central CONSULTANT Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

**5.8** The rights and remedies of DISTRICT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**6. Ownership/Use of Contract Materials and Products**

The CONSULTANT agrees that all materials, reports or products in any form, including electronic, created by CONSULTANT for which CONSULTANT has been compensated by DISTRICT pursuant to this Agreement shall be the sole property of the DISTRICT. The material, reports or products may be used by the DISTRICT for any purpose DISTRICT deems to be appropriate, including, but not limit to, duplication and/or distribution within the DISTRICT or to third parties. CONSULTANT agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the DISTRICT.

**7. Conduct of CONSULTANT**

**7.1** The CONSULTANT covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONSULTANT's performance under this Agreement. The CONSULTANT further covenants that no person or subCONSULTANT having any such interest shall be employed or retained by CONSULTANT under this Agreement. The CONSULTANT agrees to inform the DISTRICT of all the CONSULTANT's interests, if any, which are or may be perceived as incompatible with the DISTRICT's interests.



7.2 The CONSULTANT shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONSULTANT is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONSULTANT or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to DISTRICT employees.

**8. Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes professional services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the DISTRICT or other regulatory agencies at all times. The CONSULTANT shall provide adequate cooperation to any inspector or other DISTRICT representative to permit him/her to determine the CONSULTANT's conformity with the terms of this Agreement. If any services performed or products provided by CONSULTANT are not in conformance with the terms of this Agreement, the DISTRICT shall have the right to require the CONSULTANT to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the DISTRICT. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the DISTRICT shall have the right to: (1) require the CONSULTANT immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The DISTRICT may also terminate this Agreement for default and charge to CONSULTANT any costs incurred by the DISTRICT because of the CONSULTANT's failure to perform.

8.2 CONSULTANT shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a DISTRICT representative or other regulatory official to monitor, assess, or evaluate CONSULTANT's performance under this Agreement at any time, upon reasonable notice to the CONSULTANT.

**9. Independent CONSULTANT/Employment Eligibility**

9.1 The CONSULTANT is, for purposes relating to this Agreement, an independent CONSULTANT and shall not be deemed an employee of the DISTRICT. It is expressly understood and agreed that the CONSULTANT (including its employees, agents, and subCONSULTANTS) shall in no event be entitled to any benefits to which DISTRICT employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONSULTANT shall hold DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by a third party that an employer-employee relationship exists by reason of this

Agreement. It is further understood and agreed by the parties that CONSULTANT in the performance of this Agreement is subject to the control or direction of DISTRICT merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**9.2** CONSULTANT agrees that it shall make its best effort to fully comply with all applicable federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONSULTANT shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONSULTANT shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.4** CONSULTANT shall screen prospective Covered Individuals prior to hire or engagement. CONSULTANT shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONSULTANT shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONSULTANT has performed such screening on same Covered Individuals under a separate agreement with DISTRICT within the past six (6) months. Covered Individuals shall be required to disclose to CONSULTANT immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONSULTANT shall notify DISTRICT within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**9.5** CONSULTANT acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with DISTRICT in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONSULTANT becomes aware that a Covered Individual has become an Ineligible Person, CONSULTANT shall remove such individual from responsibility for, or involvement with, DISTRICT business operations related to this Agreement.

**9.6** CONSULTANT shall notify DISTRICT within five (5) business days if a Covered

Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

**10. Subcontract for Work or Services**

No contract shall be made by the CONSULTANT with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the DISTRICT; but this provision shall not require the approval of contracts of employment between the CONSULTANT and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the County of Riverside Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONSULTANT shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONSULTANT shall comply with all current applicable State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the DISTRICT. CONSULTANT warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

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**13. Use By Other Political Entities**

The CONSULTANT agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONSULTANT; and DISTRICT shall in no way be responsible to CONSULTANT for other entities' purchases.

**14. Non-Discrimination**

CONSULTANT shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONSULTANT shall make available, upon written request by any duly authorized Federal, State, or DISTRICT agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONSULTANT's costs related to this Agreement. All such books, documents and records shall be maintained by CONSULTANT for at least five years following termination of this Agreement and be available for audit by the DISTRICT. CONSULTANT shall provide to the DISTRICT reports and information related to this Agreement as requested by DISTRICT.

**16. Confidentiality**

**16.1** The CONSULTANT shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; DISTRICT information or data which is not subject to public disclosure; DISTRICT operational procedures; and knowledge of selection of CONSULTANTS, subCONSULTANTS or suppliers in advance of official announcement.

**16.2** The CONSULTANT shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONSULTANT shall not use such information for any purpose other than carrying out the CONSULTANT's obligations under this

Agreement. The CONSULTANT shall promptly transmit to the DISTRICT all third party requests for disclosure of such information. The CONSULTANT shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the DISTRICT, any such information to anyone other than the DISTRICT. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The DISTRICT Purchasing Agent, or designee, shall administer this Agreement on behalf of the DISTRICT. The Purchasing Agent is to serve as the liaison with CONSULTANT in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**DISTRICT**

RIVERSIDE COUNTY REGIONAL PARK  
AND OPEN-SPACE DISTRICT  
4600 Crestmore Road  
Jurupa Valley, CA 92509

**CONSULTANT**

SCHMIDT DESIGN GROUP, INC.  
  
1111 Sixth Avenue suite 500  
San Diego, CA 92101

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the DISTRICT may be required to submit a Report of Independent CONSULTANT(s) form DE 542 to the Employment Development Department ("EDD"). The CONSULTANT agrees to furnish the required data and certifications to the DISTRICT within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONSULTANT to timely submit the data and/or certificates required may result in the contract being awarded to another CONSULTANT. In the event a contract has been issued, failure of the CONSULTANT to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully

served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONSULTANT has any questions concerning this reporting requirement, please call (916) 657-0529. CONSULTANT should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONSULTANT shall indemnify and hold harmless the DISTRICT, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Directors, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of CONSULTANT, its officers, employees, sub-consultants, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. CONSULTANT shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the DISTRICT, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Directors, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification of DISTRICT. CONSULTANT's obligations hereunder shall be satisfied when CONSULTANT has provided to DISTRICT the appropriate form of dismissal (or similar document) relieving the DISTRICT from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT's obligations to indemnify and hold harmless the DISTRICT.

**21.2** In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONSULTANT from indemnifying the DISTRICT to the fullest extent allowed by law.

**21.3** CONSULTANT's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to DISTRICT pursuant to this Agreement. In the event of any such action or claim, CONSULTANT shall provide immediate notice to DISTRICT of the action or claim. CONSULTANT may defend or settle the

action or claim as CONSULTANT deems appropriate; however, CONSULTANT shall be required to obtain for DISTRICT the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

## **22. Insurance**

**22.1** Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the Riverside County Regional Park and Open-Space District, its Divisions, Departments, their respective directors, officers, Board of Directors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

### **22.2. Workers' Compensation:**

If the CONSULTANT has employees as defined by the State of California, the CONSULTANT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The District.

### **22.3. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT'S performance of its obligations hereunder. Policy shall name the DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

### **22.4. Vehicle Liability:**

If vehicles or mobile equipment is/are used in the performance of the obligations under this Agreement, then CONSULTANT shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT as Additional Insureds.

### **22.5. Professional Liability Insurance:**

CONSULTANT shall maintain Professional Liability Insurance providing coverage for the CONSULTANT'S performance of work included within this Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and **\$2,000,000** annual aggregate. If CONSULTANT'S Professional

Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONSULTANT shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONSULTANT has Maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

**22.6. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the District Risk Manager. If the District's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the DISTRICT, and at the election of the DISTRICT's Risk Manager, CONSULTANT'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish the District with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the DISTRICT's Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the DISTRICT receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONSULTANT shall not commence operations until the DISTRICT has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if



requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONSULTANT'S insurance shall be construed as primary insurance, and the DISTRICT'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the DISTRICT reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the District Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.

6) CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subCONSULTANTS working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the DISTRICT.

8) CONSULTANT agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

### **23. General**

23.1 CONSULTANT shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of DISTRICT. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by DISTRICT of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of DISTRICT to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing DISTRICT from enforcement of the terms of this Agreement.

23.3 In the event the CONSULTANT receives payment under this Agreement, which is later disallowed by DISTRICT for nonconformance with the terms of the Agreement, the CONSULTANT shall promptly refund the disallowed amount to the DISTRICT on request; or at its option the DISTRICT may offset the amount disallowed from any payment due to the CONSULTANT.

23.4 CONSULTANT shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONSULTANT shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONSULTANT warrants that it has good title to all materials or products used by CONSULTANT or provided to DISTRICT pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the DISTRICT from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the DISTRICT to be in its best interest. The DISTRICT reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The DISTRICT agrees to cooperate with the CONSULTANT in the CONSULTANT's performance under this Agreement, including, if stated in the Agreement, providing the CONSULTANT with reasonable facilities and timely access to DISTRICT data, information, and personnel.

23.8 CONSULTANT shall comply with all applicable Federal, State, and local laws and regulations in effect during the term of the Agreement. CONSULTANT will comply with all applicable DISTRICT policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONSULTANT shall comply with the more restrictive law or regulation.

23.9 CONSULTANT shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONSULTANT shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

[Signature Provisions on Following Page]

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

**DISTRICT**  
**RIVERSIDE COUNTY REGIONAL  
PARK AND OPEN-SPACE DISTRICT**  
4600 Crestmore Rd,  
Jurupa Valley, CA 92509

**CONSULTANT**  
**SCHMIDT DESIGN GROUP, INC.**

1111 Sixth Avenue suite 500  
San Diego, CA 92101

Signature: \_\_\_\_\_  
Kevin Jeffries  
Chairman, Board of Directors

Signature:   
Print Name: Glen Schmidt  
Title: President

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

Dated: 9/11/2015

**ATTEST:**  
Kecia Harper-Ihem  
Clerk of the Board

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

(Seal)

**APPROVED AS TO FORM:**

Gregory P. Priamos  
County Counsel


By:   
Synthia M. Gunzel  
Deputy County Counsel

Exhibit A  
Scope of Work  
PROFESSIONAL SERVICE AGREEMENT FOR  
DESIGN SERVICES of LAKE SKINNER SPLASH PAD EXPANSION

- 4.1 Project Coordination and Schedule** – Consultant shall provide a draft work plan within 5 days and a revised or final plan within 10 days after award of contract. The Consultant shall work closely with staff from the District's Team throughout the course of the project. The Consultant shall communicate with District staff in order to keep the project on schedule and must provide weekly written updates through the Districts online project management system.

The Consultant is to anticipate that it will hold periodic meetings to review draft deliverables and discuss key issues during the planning process. (The District anticipates the process will engage the District's Advisory Commission in the research process and plan development). In order to build consensus, it will be important to incorporate significant stakeholder meetings that will include, at a minimum:

- Kick-off Meeting (1)
- Meeting with District staff
- Stake Holder

Please note that some meetings may be held during the same consultant visit. The location of meetings will be negotiated as part of the final scope of work with the selected Consultant. The final schedule of meetings will be reviewed and confirmed with the successful Prospective Consultant in their final scope of work.

- 4.2 Research:** The Consultant shall review the existing blue prints from the previous expansion. The Consultant will review, research and analyze the proposed list of new park features listed in this document. After review, the Consultant will meet with field staff to clearly understand maintenance challenges that must be addressed during design of the new features. Also, the Consultant is expected to meet with the County Environmental Health Department early in the process to familiarize themselves with County and State Health Code requirements.

- 4.3 Design:** The Consultant shall provide the District three (3) different schematics plans. Upon review of the plans with District staff, the Consultant shall develop one refined final plan. All designs shall be reviewed and approved by the Riverside County Regional Park and Open-Space District.

Schematic Plans:

Each in a 30"x40" paper format. Electronic PFD optional

Color only necessary to better illustrate points as determined by the Consultant.

Final Plans and Specifications:

The Consultant shall provide a complete set of construction plans and technical specifications which shall be submitted as follows:

Plans:

30% Submittal Two (2) paper sets 18"x 24" format and electronic PDF format

90% Submittal Two (2) paper sets 18"x 24" format and electronic PDF format

100% Submittal Five (5) paper sets 30"x 40" format and AutoCAD files and PDF format

Technical Specifications:

30% Submittal None required; "Cut Sheets" on proposed manufactured elements

90% Submittal One set of draft specifications electronically; MS Word

100% Submittal Five (5) paper sets 8.5"x 11" paper sets final specifications; MS Word

**4.4 Schedule:** The Consultant will provide a anticipated schedule demonstrating ability to complete the entire design and development process in 75 calendar days. The Consultant must include time in the schedule and provide assistance to District staff and contractor in obtaining required permits and clearances from County agencies.

**4.5 Construction Implementation Services:** The Consultant shall provide the following construction project implementation services:

4.5.1 Cost Assessment: Based on proposed design (including items listed in purpose section) determine real costs for the development and maintenance of the improvement plan.

4.5.2 Bidding Services

- Attendance at the pre-bid conference
- Provide clarification of questions regarding the plans during the bid process
- Assist District staff in the preparation of addenda as required
- Assist District staff in the review of the bids

4.5.3 Construction Implementation Services: The Consultant shall provide the following construction project implementation services:

- Attend the project pre-construction meeting
- Assist in providing clarifications to County permitting agencies
- Assist District staff in the preparation of Requests for Information
- Provide weekly construction services site meeting with the contractor and meeting as determined necessary by the District
- Provide weekly construction observation services an necessary
- Attend the project substantial completion inspection
- Develop the project punch list
- Review contractor billings with District staff

**4.6 Objective and Use of the Lake Skinner Park Improvement Plan:** It is the District's objective to use the product produced through this effort to guide two main functions; 1) to provide additional amenities within the park for the residents and visitors to the Lake Skinner Park; 2) to improve the health and welfare of the Riverside County residents and visitors through exposure to the outdoor activities including splash pad and other physical recreation activities.

**Exhibit B**  
**Contractor submitted "Description of Services";**  
**PROFESSIONAL SERVICE AGREEMENT FOR**  
**LAKE SKINNER SPLASH PAD EXPANSION DESIGN SERVICE**

**Attached**  
**5 Pages**



# DESCRIPTION OF SERVICES

## EXECUTIVE SUMMARY

We take pride in working with municipalities to create dynamic spaces that meet the public open-space needs of various communities within California. By approaching each project with an open mind, carefully listening to and understanding our client's vision, and tailoring responses to the attributes specific to each program and site, we are able to develop solutions that achieve the goals of the District while authentically expressing the character of the place. We are eager to work with the Riverside County Regional Park and Open-Space District (District) for the Lake Skinner Expansion Project.

### BUILDING ON YOUR VISION

The proposed improvements and renovations for Lake Skinner Expansion Project provide an abundance of opportunities to reinforce the theme already integrated throughout the park. We will first evaluate the entirety of the park and all associated facilities as a cohesive unit, identify unique and creative opportunities, and develop solutions that are responsive to the context of the greater Lake Skinner setting.

We greatly enjoyed working with the District on the award-winning first phase park improvements that were completed in 2010. Five years have passed and we are thrilled to see the regional draw of patrons and the community to Lake Skinner Recreation Area. As the prime consultant for the park improvements and the splash pads, we have the understanding and knowledge of the project and what is required to provide the District with focused solutions that function seamlessly with the existing improvements while continuing the story of the Southwestern Riverside County Multi-Species Habitat (SWRCMS) Reserve, watershed, water conservation, and education.

During the mandatory pre-proposal meeting, we were happy to hear that the park and splash pads are so popular, with hundreds of families attending on almost any given summer weekend. We are eager to work with the District to enhance the park for the proposed opening for spring/summer 2016.

### SUSTAINABILITY

Our firm takes pride in being on the leading edge of sustainable design practices. We also believe public

open-space, like Lake Skinner Recreation Area is the best use of our precious water resources. The facilities offer play and enjoyment for individuals of all cultural and socioeconomic backgrounds. We see the opportunity to improve the splash pad to increase water efficiency and also identify opportunities to reduce turf, which could lower the parks' water consumption.

### TIMELY DELIVERY

The schedule that the District has set forth for the design and implementation of this project is aggressive but attainable. We will commit the necessary resources to make it a reality. We have proposed to integrate a series of District/consultant progress meetings which will allow for the team to ask questions and receive immediate responses. These meetings will occur throughout the lifecycle of the design process.

We will work closely with the District to identify potential staging areas and haul routes to minimize impacts to available parking, site circulation, and daily users of the regional park. We will also work with the District to identify all existing and planned recreation functions and schedules. Those schedules will be incorporated into the contract documents and would require the contractor to develop a work plan which avoids impacts to scheduled park operations and community events. We also understand your goal to have all improvements complete for the 2016 Temecula Balloon & Wine Festival.

### QUALITY CONTROL

Simply said, a project is only as good as the documents used to implement it. For this reason, quality control is woven into the daily operational fabric of our firm. We have institutionalized our quality control system in an integrated Quality Assurance Plan that includes quality control checks, plan review checklists, and a constant quest for perfection. One of the key components is communication. Our team of highly skilled individuals from each consulting firm are in constant communication throughout the design process with Mr. Magnusson the team's Project Manager, and Mr. Justus, the team's QA/QC Principal providing quality control oversight, through a variety of resources including in person meetings, email, and phone. This rigorous and thorough process results in the highest quality construction documents.



# SCOPE OF WORK

## 4.0 SCOPE OF WORK

We have prepared the following detailed scope of work to further illustrate the path we will take to successfully deliver the improvements for the Lake Skinner Expansion project. We place an emphasis on an open and collaborative dialogue between the design team, project management, and District staff. This ensures that District staff is consistently in tune with the most recent project activities while being able to continually provide beneficial feedback to the design team.

### 4.1 | PROJECT COORDINATION AND SCHEDULE

**KICK-OFF MEETING:** The design team will hold a kick-off meeting with District staff and stake holders to further define the goals and objectives for the project. The proposed project schedule will be evaluated and refined based on District staff feedback. The permitting process will be established in concert with the project schedule. Protocol for team communication will be outlined to ensure efficient channels of communication throughout the duration of the project.

### 4.2 | RESEARCH

**RESEARCH AND UNDERSTANDING:** We will conduct an ongoing review of all available reference materials and documents that apply to the project. This includes previous planning studies, building codes, Title 24 requirements, and as-built documents related to the project.

**SITE VISIT:** We will conduct an initial site visit with the District to identify project opportunities and constraints.

**SUPPLEMENTAL SURVEY:** The team will visit the site as-needed to obtain additional survey data and spot elevations necessary to successfully integrate the park expansion project.

### 4.3 | DESIGN

#### 4.3.1 | SCHEMATIC PLANS

**SCHEMATIC PLANS:** Three (3) different schematic plans will be developed for the park expansion based on the District's priority list. The plans will reflect the arrangement of park program elements such as splash pad renovations and expansion, rock climbing wall renovations, shade structures and ADA picnic areas, pedestrian circulation patterns, visual and sound screening, and planting palette. Plans will be on 30" x 40" sheet format.

**PREFERRED SCHEMATIC PARK PLAN:** A preferred design will be developed for the park based on the selected schematic plan or combination of each of the alternatives. The plan will reflect the preferred arrangement of park program elements based on District comments and direction. Plans will be on 30" x 40" sheet format.

**PRELIMINARY GRADING:** The design team's civil engineer will prepare a preliminary grading study which corresponds with the preferred schematic park plan. This will also address conceptual site drainage, storage, and water quality treatment as required.

**PRELIMINARY LIGHTING:** The design team's electrical engineer will work with the team to select appropriate light fixtures. Conceptual lighting layouts will also be incorporated into the preferred schematic park plan.

**PRELIMINARY PARK MATERIALS:** Preliminary materials will be selected including park paving, synthetic turf, and site furnishings to match the character of the existing park improvements.

**MEETINGS:** We anticipate a total of four (4) meetings or presentations with District staff throughout the schematic design plan refinement phase.

**PROBABLE COSTS OF CONSTRUCTION:** A probable cost estimate will be developed that captures the preferred schematic design improvements and will be submitted to the District for review.

**DESIGN REFINEMENTS:** The design team will make refinements to the schematic design package based on feedback received by District staff. A total of two (2) rounds of review and revisions are anticipated, schedule permitting.

**FINAL PRESENTATION:** The design team will present the final schematic design to District staff to obtain final approval.

#### 4.3.2 | 30% DESIGN DEVELOPMENT PHASE

**DESIGN DEVELOPMENT PLANS:** The 30% Design Development Plan package will consist of the following elements:

a. **LANDSCAPE CONSTRUCTION PLANS:** Per the approved schematic design plan refinements, we will prepare design development (DD) level drawings for hardscape improvements, garden improvements, seat walls, planters, shade structures, fencing, site furnishings, visual screening, and landscape planting areas.





## SCOPE OF WORK

b. **LANDSCAPE CONSTRUCTION MATERIALS:** Materials will be identified including decorative paving, DG paving, mow strips, seat walls, sound walls, fencing, and site furnishings (benches, picnic tables, trash receptacles, bike racks, drinking fountains, etc.). Product literature describing site furnishings and fixtures will be updated from schematic design submittal.

c. **AQUATIC ARCHITECTURAL PLANS:** The design team's aquatic architectural consultant will prepare design development level plans for the upper and lower splash pad renovation. This will include primary sizing of all equipment, fixtures, pumps, and pump room spatial requirements for those features.

d. **GRADING AND DRAINAGE PLANS:** The team's civil engineering consultant will develop preliminary site grading, wet utility, and drainage plans of the park expansion. Major utilities will be routed and coordinated with other disciplines.

e. **ELECTRICAL AND SITE LIGHTING PLANS:** The electrical and site lighting plan will be developed and will illustrate the locations of existing and proposed site lighting within the project limits. Electrical loads and Title 24 requirements will be verified as required.

f. **LANDSCAPE PLANTING PLANS:** Per the approved final schematic plan, we will prepare design development level drawings for the placement of trees, shrubs, grasses, and groundcovers and will identify proposed plant species in a legend.

g. **IRRIGATION PLANS:** DD level irrigation plans will be developed and will consist of a listing of irrigation system components including irrigation heads and valves to match the existing irrigation system on site (manufacturer and equipment model numbers). The irrigation system will be designed to meet County of Riverside requirements. A water use exhibit including water use calculations will be included.

**BASIS OF DESIGN:** The design team will prepare a manual that includes all of the proposed materials, fixtures, and finishes for the interior building improvements and exterior site furnishings.

**ESTIMATE OF PROBABLE CONSTRUCTION COSTS:** Estimate will be updated to reflect any changes in cost resulting from design, materials, or quantity changes.

**PROJECT SCHEDULE:** We will update the overall project schedule and anticipate the time required for upcoming phases of work.

**STAKEHOLDER APPROVALS:** The design team will present the final design development package to District and stakeholders. This could potentially include District staff, Temecula Balloon and Wine Festival Committee, and County of Riverside Department of Environmental Health.

**CLIENT/CONSULTANT PROGRESS MEETINGS:** A total of two (2) meetings are included during the design development phase. We anticipate these coordination meetings will allow the design team to meet with District staff to receive clarifications and direction. This approach will allow for a streamlined and efficient feedback loop.

### 4.3.3 | CONSTRUCTION DOCUMENTS (90% AND 100%)

**CONSTRUCTION DOCUMENTS:** The 90% and 100% Construction Document submittal packages will include plans, specifications, and estimates in District -approved format. The following plans will be included:

a. **LANDSCAPE CONSTRUCTION PLANS AND DETAILS:** Plans and details will illustrate the layout and placement of elements including hardscape improvements, garden improvements, seat walls, planters, shade structures, fencing, site furnishings, visual screening, and landscape planting areas

b. **LANDSCAPE CONSTRUCTION MATERIALS AND FINISH SCHEDULE:** The schedule will denote the manufacturer, model number, color, and finish of all proposed park improvements.

c. **AQUATIC ARCHITECTURAL PLANS:** The team's aquatic architect will prepare construction documents for the splash pad. This will include final sizing of all equipment, fixtures, pumps, hydraulic calculations (suction drain, discharge piping, filtration, UV sizing, etc.), and pump room spatial requirements for those features. The electrical equipment requirements and panel design will be coordinated with the team's electrical engineer. A single line diagram will be prepared for the splash pad along with load calculations, electrical site plan, and wiring diagram.



## SCOPE OF WORK

d. **GRADING AND DRAINAGE PLANS:** The team's civil engineering consultant will provide grading and wet utility plans for the park. A preliminary project SWPPP will be prepared and is anticipated to be completed by the selected contractor. A WQMP or SUSMP will be prepared and submitted to the District and other applicable agencies.

e. **HORIZONTAL CONTROL PLANS:** Plans will provide dimensioning to all new improvements and provide sufficient detail for the selected contractor to perform construction layout and staking.

f. **ELECTRICAL PLANS AND DETAILS:** The team's electrical engineering consultant will provide lighting and electrical plans and details identifying the location of existing and proposed site lighting for walkway/path lighting, and security lighting within the project limits.

g. **LANDSCAPE PLANTING PLANS AND DETAILS:** Plans will indicate the locations, sizes, and species of all park landscape materials. Details will be provided or will reference appropriate District standards.

h. **IRRIGATION PLANS AND DETAILS:** Equipment and details will consist of a listing of irrigation system components including irrigation heads, valves, and smart controllers (manufacturer and equipment model numbers). The irrigation system will be designed to meet County of Riverside's Landscape Ordinance No. 859 requirements.

**TECHNICAL SPECIFICATIONS AND SUPPLEMENTAL PROVISIONS MANUAL:** Project technical specifications will be prepared using CSI format to address the proposed project improvements. It is anticipated that the District will provide the front-end specifications for the contract bid documents.

**FINAL PLAN CHECK:** The final plans and specifications will be submitted to the various agencies for review, approval, and permitting. It is anticipated that the County of Riverside and the County of Riverside Department of Environmental Health will be providing plan check reviews.

**DISTRICT SUBMITTAL:** The 90% and 100% Construction Document packages will be submitted to the District for review. The design team anticipates meeting with District staff after the plans have been reviewed to discuss comments and proposed solutions.

**PERMIT PROCESSING:** The 100% construction document set will constitute the first permit review plan set. It is anticipated that one (1) additional round of permit review will be required to obtain final project approval.

**CLIENT/CONSULTANT PROGRESS MEETINGS:** A total of two (2) meetings are included during the construction document phase. We anticipate these coordination meetings will allow the design team to meet with District staff to receive clarifications and direction. This approach will allow for a streamlined and efficient feedback loop.

### 4.4 | SCHEDULE

**PROJECT SCHEDULE VALIDATION:** A comprehensive project schedule will be prepared in Microsoft Project and utilized throughout the duration of the project. We will continually evaluate the progress of the project as it relates to the overall project schedule. We will provide the District's project manager with status updates at regular intervals.

### 4.5 | CONSTRUCTION IMPLEMENTATION SERVICES

The design team will provide the following project implementation services as listed in items 4.6, 4.7, and 4.8.

### 4.6 | COST ASSESSMENT

**ESTIMATE OF PROBABLE CONSTRUCTION COSTS:** Estimate will be updated to reflect any changes in cost resulting from design, materials, or quantity changes.

**ESTIMATE OF PROBABLE MAINTENANCE COSTS:** Estimate will be updated to reflect estimated maintenance budget.

### 4.7 | BIDDING SERVICES

**PRE-BID MEETING:** The design team will be available to respond to questions during the pre-bid meeting.

**BIDDER COORDINATION/REQUESTS FOR INFORMATION:** The design team will review and provide responses to RFI's during the bidding period.

**BID REVIEW AND SELECTION:** The design team will assist the District in bid review and selection of the contractor.



## SCOPE OF WORK

### 4.8 | CONSTRUCTION IMPLEMENTATION SERVICES

Construction Administration is a critical step in the design process as they allow the team to verify the vision and design intent of the park is being implemented. The design team will verify the contractor's conformance to the drawings and specifications throughout the construction process. The methods and materials to accomplish the work will be the responsibility of the contractor.

**PRE-CONSTRUCTION MEETING:** The design team will attend the pre-construction meeting.

**REQUESTS FOR INFORMATION:** The design team will review and provide responses to RFI's throughout the duration of construction.

**SUBMITTALS:** The design team will review and provide responses to contractor submittals throughout the duration of construction.

**LANDSCAPE ARCHITECTURE:** The design team will conduct site visits to assess forms, flatwork, planting, and irrigation improvements.

**AQUATIC ARCHITECTURE:** The design team will conduct site visits to assess the installation progress of the splash pad improvements.

**CIVIL ENGINEER:** The design team will conduct site visits to assess staking, site grading, drainage infrastructure installation, and wet utility installation.

**ELECTRICAL ENGINEER:** The design team will conduct site visits to assess conduit, electrical panels, light fixtures, and miscellaneous electrical improvements.

**PRE-FINAL WALKTHROUGH:** A pre-final walkthrough will be conducted to verify all of the issues outlined on the "punch list" have been resolved. The maintenance period for the project will commence upon approval of the revisions outlined in the "punch list."

**FINAL WALKTHROUGH:** A final walkthrough will be conducted after the contractor verifies the corrections of the punch list items. The result of the final walkthrough will be final approval of the landscape and irrigation work.

**CONTRACTOR BILLINGS:** The team will support the District in reviewing the contractors billing and invoicing relative to the level of construction completion.

**AS-BUILT PLANS:** The design team will prepare final record As-built's based on the contractor's redline mark-ups of the bid plans. Final As-built's will be submitted to the District project manager for filing.

### PROJECT ASSUMPTIONS

Meetings in excess of those enumerated will be considered additional services.

Environmental documentation including, but not limited to, EIR/MND, biological reports, and archeological reports have been excluded.

Entitlement approvals are excluded.

The construction documents will not be separated into multiple bid packages.

The Client shall pay all fees required by the approving agencies including, but not limited to water districts, sewer districts, and other agencies which have jurisdiction over the project.

### PRICE PROPOSAL

Our price proposal has been provided in a separate sealed envelope as outlined in the Request for Proposals.

Professional Services Agreement for Design Services of Lake Skinner Splash Pad Expansion

between Riverside County Regional Park and Open-Space District  
Schmidt Design Group Inc.

**Exhibit "C": Cost Summary**

<b>Design Services Cost Summary</b>		
<b>Service</b>	<b>Total Hours</b>	<b>Total amount</b>
Project Coordination and Scheduling	\$ 68.00	\$ 6,805
Research	\$ 55.00	\$ 5,546
Design	\$ 835.00	\$ 83,630
Bidding Services	\$ 40.00	\$ 4,058
Cost Assessments	\$ 16.00	\$ 1,580
Construction Implementation Sevices	\$ 233.00	\$ 23,314
	<b>Project Total:</b>	<b>\$ 124,933</b>