

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**FROM:** Parks Department

**SUBMITTAL DATE:**  
1/5/10

**SUBJECT:** Mayflower Park Phase 2 Improvement Project – Design Agreement – District IV

**RECOMMENDED MOTION:** That the Board approves and:

1. Authorizes the attached Agreement for Consulting Services between the Parks Department and MSA Consulting, Inc. for design work for the Phase 2 improvements at Mayflower Park; and
2. Authorizes the Chairperson to execute five (5) copies of the Agreement and directs the Clerk of the Board to return four (4) copies of the Agreement to the Parks Department for transmittal.

**BACKGROUND:** On November 17, 2009, the Parks Department solicited bids from qualified landscape architecture firms to provide design work at Mayflower Park. Three firms responded with proposals, all of which were found to be responsive. All responsive proposals were evaluated in conformance with County Policy H-7, and interviews were held. The firm of MSA Consulting, Inc. was chosen based on their understanding and approach to the project, experience, and project personnel.

SL/mg

754-Mayflower Park Phase 2 Improvement Project

Scott Bangle, Parks Director

**FINANCIAL DATA**

Current F.Y. Total Cost:	\$199,328.	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

**SOURCE OF FUNDS:** 2002 California State Resources Bond Act – Per Capita Program

<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

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

**APPROVE**

BY:   
Alex Gann

**County Executive Office Signature**

**MINUTES OF THE MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Ashley, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Benoit and Ashley  
Nays: None  
Absent: Stone and Tavaglione  
Date: January 26, 2010  
xc: Parks

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

**Prev. Agn. Ref.:**

**District:** IV

**Agenda Number:**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**13.1**

FORM APPROVED COUNTY COUNSEL  
BY:   
DATE: 1/4/10  
LARISSA R-MCKENNA  
Departmental Concurrence

Dep't Recomm.: ☐ Consent ☐ Policy ☒  
Per Exec. Ofc.: ☐ Consent ☐ Policy ☒

RIVERSIDE COUNTY REGIONAL  
COURT HOUSE DISTRICT

09 DEC 24 PM 12:47

## AGREEMENT FOR CONSULTING SERVICES

with the

### RIVERSIDE COUNTY PARKS DEPARTMENT

The Riverside County Parks Department, herein called "DEPARTMENT" and MSA Consulting, Inc., herein called "CONSULTANT," mutually agree as follows:

#### I. DESCRIPTION

The CONSULTANT shall render services to the DEPARTMENT as described in this Agreement for the "project" described as follows:

**Consultant Design Services for Phase 2 Improvements at Mayflower Park of the  
Riverside County Parks Department, Riverside County, State of California**

The following documents are incorporated into and made part of this Agreement:

**Exhibit A:** CONSULTANT Fees

**Exhibit B:** CONSULTANT Proposal

**Exhibit C:** DEPARTMENT Request for Qualifications #PKARC 070 (Not attached)

**Exhibit D:** Period of Performance

In the event of a conflict between the terms of the documents made part of this Agreement, the following apply: The terms of this Agreement shall take precedence over the Exhibits. Exhibits A, C & D shall take precedence over Exhibit B.

#### II. CONSULTANT'S SERVICES

The CONSULTANT shall render the following services and usual related services. Scope of services shall be agreed upon in writing prior to commencement of the project.

##### A. Design and Engineering Services:

The CONSULTANT shall assign a project manager to the Project. The same project manager shall manage the Project from inception to completion. The work will proceed in the following order:

1. Survey Work and Calculations

The DEPARTMENT will provide the CONSULTANT with a current topographic survey, which includes the location of existing utilities and other existing features. The CONSULTANT will review this information and request additional survey and/or testing as necessary.

The DEPARTMENT shall provide the CONSULTANT with a hard copy of the master plan from several years ago. The CONSULTANT team shall familiarize themselves with the master plan.

The CONSULTANT shall inspect the site and the surrounding area.

CONSULTANT shall meet with Mayflower Park (Park) staff and learn about the current usage of the Park and what the staff believe to be the highest priority needs. CONSULTANT shall meet with the City of Blythe to find out if there are any suggestions they may have for improving the Park entrance or anything else relevant (a member of the DEPARTMENT staff will attend this meeting).

CONSULTANT shall familiarize themselves with the usage and amenities available at neighboring campgrounds and parks. CONSULTANT shall analyze current campground and park trends as they apply to the Park and the Colorado River vicinity.

CONSULTANT shall produce a report recommending which improvements should be included in the scope of work based on the budget and the DEPARTMENT priorities. Report shall include a written description of the improvements and the reason the CONSULTANT is suggesting they be included in the scope of work. An in-house preliminary cost estimate will be a part of the report.

CONSULTANT shall plan to visit the Park and the surrounding area numerous times as required to do their research. CONSULTANT shall plan at least one (1) meeting with the City of Blythe and at least two (2) meetings with the DEPARTMENT.

2. Design

a) Program Refinement/Preliminary Site Plan Design:

The CONSULTANT shall create two (2) preliminary site plans for DEPARTMENT review showing two (2) different, alternative layouts of all proposed new features.

The DEPARTMENT will approve or ask for revisions to the site plans and respond in writing to them. The site plan will be revised, as necessary, by the CONSULTANT. The CONSULTANT will present the revised site plan to the DEPARTMENT a second time for final approval. Final approval and comments will be given to the CONSULTANT by the DEPARTMENT in writing.

The CONSULTANT will provide one (1) copy of the final, revised, preliminary, site plan in color, labeled and mounted on foam core for DEPARTMENT use.

The CONSULTANT should anticipate two (2) meetings for this portion of the Project.

b) Final Site Plan Design and Building Costs:

Upon approval of the preliminary site plan, the CONSULTANT shall develop a final site plan showing the entire area where improvements will be made.

Plans for each of the new site features shall be drawn. Outline specifications shall be created to fix and illustrate the size and character of the project,

including applicable essentials such as kind and quality of materials, type of structures, mechanical, electrical and sanitary systems and other fundamental information.

The CONSULTANT shall have a detailed cost estimate prepared for all categories of work by a sub-consultant, professional cost estimator. In addition, the CONSULTANT will price out all of the categories of cost that the cost estimator typically does not include such as permitting fees, utility connection fees, and any and all other costs so that the DEPARTMENT receives a complete cost estimate.

The CONSULTANT shall address requirements of all agencies with jurisdiction over the project and utility connections involved in this Project. CONSULTANT shall describe, in writing, what steps are involved in getting project approved for construction; including the submittal of the Project through building departments, health departments, fire departments, water boards and any and all other departments or agencies of relevance.

The CONSULTANT shall also prepare an estimated time schedule for the design and construction phases of the project.

The CONSULTANT will present the final site plan, feature plans, outline specifications, cost estimate, and schedule to the DEPARTMENT. CONSULTANT should expect some revisions and to resubmit the documents once. Final approval will be given to the CONSULTANT by the DEPARTMENT in writing.

The CONSULTANT should anticipate three (3) meetings for this portion of the project.

### 3. Construction Documents

The construction documents shall be prepared to industry standards and shall include drawings and specifications. They shall contain all required site plans, underground utility site plans, plans, profiles, sections and details to describe the work clearly and completely and reference the work to applicable standards and codes.

The contents of the construction documents are to be satisfactory to all governing agencies from whom approvals are needed. **The responsibility for submitting drawings and securing approvals from governing agencies will be the responsibility of the CONSULTANT.**

Identification of all governing agencies having jurisdiction over the Project, and applying to them for permits, will be the responsibility of the CONSULTANT. The CONSULTANT shall communicate with all governing agencies in the early stages of the Project so the CONSULTANT can determine all requirements relating to the project. The CONSULTANT will alert the DEPARTMENT of the requirement for any lengthy and/or expensive reports and studies, well in advance of the need for their completion, so that the schedule and funding impact may be understood, clearly, by the DEPARTMENT early in the Project.

Once the construction documents reach 50% completion (no later than 45 days from issuance of Notice to Proceed) they shall be presented, with the 50% cost estimate, to the DEPARTMENT for review and approval. If the scope of work needs to be adjusted to keep the Project within budget, the CONSULTANT will present detailed recommendations to the DEPARTMENT for this purpose. Approval from the DEPARTMENT shall be in writing.

Once the construction documents reach 90% completion they shall be presented, with the 90% cost estimate, to the DEPARTMENT for review and approval. Approval shall be in writing. Upon receipt of this approval, CONSULTANT may complete the construction documents.

Complete construction documents are documents that have all necessary government agency approvals and are ready for bid.

Once the construction documents are complete they shall be delivered to the DEPARTMENT per "5. Miscellaneous Provisions" below.

4. Cost Estimates

Three (3) cost estimates shall be provided for the Project. The first cost estimate will be delivered at the "Final Site Plan and Building Costs" stage and may be done in-house. The second cost estimate will be performed by a professional cost estimation sub-consultant when construction documents reach 50% completion. The third cost estimate will be performed by the professional cost estimator when construction documents reach 90% completion.

5. Miscellaneous Provisions

The CONSULTANT shall provide four (4) full-sized sets of signed, and sealed, bond copies of the 100% complete construction drawings and one (1) electronic copy of the construction drawings on a compact disc in AutoCAD 2009, or compatible computer-aided drafting software, to the DEPARTMENT. The CONSULTANT shall also supply electronic files of construction drawings to the DEPARTMENT designated reproduction company. The DEPARTMENT will bear reproduction costs for additional sets for DEPARTMENT use thereafter.

Technical specifications shall be provided by the CONSULTANT in Microsoft Word in the format determined by the DEPARTMENT.

The DEPARTMENT will provide front end bid documents and the General Conditions.

Four (4) hard copies of the technical specifications shall be submitted to the DEPARTMENT and one (1) electronic copy on a compact disc. The CONSULTANT shall supply electronic files of the technical specifications to the DEPARTMENT's designated reproduction company. The DEPARTMENT will bear reproduction costs thereafter for further copies of specifications for DEPARTMENT use.

6. Exclusions

Services excluded from engineering services are site surveying and soils testing. These services will be provided by the DEPARTMENT.

**B. Bidding and Construction Administration Services:**

During the bidding phase, the CONSULTANT shall be available to furnish clarifications, details, consultation, and provide advice to the DEPARTMENT to ensure proper bidding of the project. In addition, the CONSULTANT shall attend the "Pre-Bid" Conference with the contractors to be held at the project site.

The CONSULTANT shall attend the bid opening, review all bids and make a recommendation to the DEPARTMENT regarding the lowest responsible bidder.

During the course of construction, the CONSULTANT shall be available to furnish plan clarifications, details, and consultation to the DEPARTMENT, and shall review and approve shop drawings/submissions. The CONSULTANT shall provide advice to the DEPARTMENT to ensure proper completion of all work.

The CONSULTANT shall attend the "pre-construction" conference. The CONSULTANT shall make inspections as requested by the DEPARTMENT, but no more than once per week.

**5.0 NOT-TO-EXCEED FEES:**

A not-to-exceed fee is interpreted as the ceiling given on a project where hourly fees will be assessed, but only up to the not-to-exceed amount. If further work is needed or requested by the DEPARTMENT, written approval to go over the not-to-exceed figure must be given by the DEPARTMENT. The not-to-exceed figure is the CONSULTANT's best educated estimate of what a project should cost. It is used by the DEPARTMENT for budgetary purposes.

Additional fee will be approved only when the CONSULTANT demonstrates that the scope of work for a project has been enlarged beyond what was originally described in the original project scope.

All printing costs and other costs associated with advertising the Project for construction bids will be paid by the DEPARTMENT.

**6.0 EXTRA WORK**

Extra work shall be performed only when requested or approved by the DEPARTMENT in advance and in writing. The CONSULTANT will provide an estimated cost of the extra services before agreement is signed by the CONSULTANT and the DEPARTMENT. Extra work shall include, but not be limited to:

- A. Making special surveys and special analysis of the DEPARTMENT's needs to clarify requirements of the project when requested by the DEPARTMENT.
- B. Making measured drawings of existing construction when required for planning additional construction.

- C. Revising drawings and specifications previously approved by the Board of Supervisors.
- D. Consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services as may be required in connection with the replacement of such work.
- E. Arranging for the work to proceed should the CONSULTANT default due to delinquency or insolvency.
- F. Making an inspection of the project prior to expiration of the guarantee period and reporting observed discrepancies under guarantees provided by the construction contracts, if requested by the DEPARTMENT.
- G. Preparing plans or specifications for correction of defects of construction discovered after completion, or letting contracts of supervising construction for such correction; preparing for or participating in litigation arising out of the construction contract or defects of construction, whether before or after completion; or the enforcement of guarantees or warranties, so long as this is not the responsibility of the CONSULTANT.

### **III. CONSULTANT'S COMPENSATION**

#### **A. Determination of Amount**

- 1. For the services described above, the DEPARTMENT shall pay to the CONSULTANT, the fees described in Exhibit A as full payment for all services under this Agreement, including all costs or expenses incurred by the CONSULTANT.
- 2. For extra work performed by the CONSULTANT, the DEPARTMENT shall pay to the CONSULTANT according to the hourly rates submitted by the CONSULTANT in response to the RFQ Proposal Fee Form, provided that the performance of said extra work has been requested and approved by the DEPARTMENT in writing, and after receipt of a written estimate from the CONSULTANT.
- 3. The CONSULTANT shall be responsible for all its costs and expenses related to the performance of its service under this Agreement.

#### **B. Payment**

- 1. Not-To-Exceed Fees:  
The DEPARTMENT shall pay the CONSULTANT, upon submission of an invoice, monthly, and per the negotiated fee after the performance of the work. The extent of the services completed by the CONSULTANT will be verified by the DEPARTMENT prior to processing any payment.

### **IV. DUTIES OF CONSULTANT**

- A. The CONSULTANT's services shall be performed in such a manner and form that will secure approval of any local, state or federal agency having jurisdiction over the work. The CONSULTANT is responsible to procure all agency approvals. The CONSULTANT shall furnish all engineering information and data necessary to meet the requirements of such agencies and as needed by the DEPARTMENT to secure financing.

- B. The CONSULTANT shall employ or engage all sub-consultants or other persons necessary to enable the CONSULTANT to perform the services under this Agreement, and the CONSULTANT shall be responsible for their compensation.
- C. The CONSULTANT shall obtain and maintain during the term of performance of this Agreement such Worker's Compensation insurance as required by law.
- D. The CONSULTANT shall obtain and maintain insurance as follows:

Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the DEPARTMENT harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement.

1. 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 DEPARTMENT, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

2. Commercial General Liability:

Commercial General Liability insurance coverage including, but not limited to, premises liability, 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 DEPARTMENT and the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, Board of Directors, employees, elected or appointed officials, agents or representatives as Additional Insureds. 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.

3. Vehicle Liability:

If vehicles or mobile equipment 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 DEPARTMENT and the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, Board of Directors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

4. 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 \$1,000,000 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.

**E. 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 County's Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one (1) policy term.
2. The CONSULTANT's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County's Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the DEPARTMENT, and at the election of the County's Risk Manager, CONSULTANT's carriers shall either: 1) reduce or eliminate such self-insured retention as respects this Agreement with the DEPARTMENT; 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 DEPARTMENT 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 County'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 DEPARTMENT 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 DEPARTMENT 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 coverages set forth herein and the insurance required herein is in full force and effect. *CONSULTANT shall not commence operations until the DEPARTMENT 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 to do so on its behalf 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 DEPARTMENT or the County'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 which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the DEPARTMENT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein; if, in the County's 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 DEPARTMENT.
8. CONSULTANT agrees to notify DEPARTMENT 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.

#### **V. DUTIES OF THE DEPARTMENT**

- A. The DEPARTMENT shall make available to the CONSULTANT all pertinent information which it has relating to the purpose and use of the project.
- B. The DEPARTMENT shall furnish the CONSULTANT with a site survey of the property or arrange with the CONSULTANT to have a site survey produced, upon which the project is located if requested by the CONSULTANT and required for the work. Such survey shall be prepared by a licensed surveyor or registered civil engineer and shall indicate structures, land features, improvements, public utility and public service installations, elevations, boundary dimensions, easements and other matters usual to such surveys and such other similar items as are requested in advance by the CONSULTANT.
- C. The DEPARTMENT shall pay a licensed geotechnical and soils testing firm to perform all necessary soils testing requested by the CONSULTANT and furnish CONSULTANT with a copy of the soils testing results.
- D. The DEPARTMENT shall pay a licensed testing and abatement contractor to test for hazardous materials and abate them as necessary upon request of CONSULTANT.
- E. The DEPARTMENT shall pay all plan check fees required by any local, state or federal agency. The DEPARTMENT shall also pay all required permitting fees for any local, state or federal agency.

- F. The DEPARTMENT shall promptly consider and act upon written requests or recommendations of the CONSULTANT including requests for information or services needed by the CONSULTANT to proceed with the Work.

## VI. DOCUMENTS

All completed documents, including but not limited to plans and specifications, prepared by the CONSULTANT shall be the property of the DEPARTMENT.

The CONSULTANT shall provide four (4) copies of the Site Assessment report and four (4) copies of the Preliminary Site Design drawing.

The CONSULTANT shall provide four (4) full-sized sets of signed, and sealed, bond copies of the 100% complete construction drawings and one (1) electronic copy of the construction drawings on a compact disc in AutoCAD 2009, or compatible computer-aided drafting software, to the DEPARTMENT. The CONSULTANT shall also supply electronic files of the construction drawings to the DEPARTMENT designated reproduction company. The DEPARTMENT will bear reproduction costs for additional sets for DEPARTMENT use thereafter.

Technical specifications shall be provided by the CONSULTANT in Microsoft Word in the format determined by the DEPARTMENT in the RFQ.

The DEPARTMENT will provide front-end bid documents and the General Conditions.

Four (4) hard copies of the technical specifications shall be submitted to the DEPARTMENT and one (1) electronic copy on a compact disc. The CONSULTANT shall supply electronic files of the technical specifications to the DEPARTMENT designated reproduction company. The DEPARTMENT will bear reproduction costs thereafter for further copies of specifications for DEPARTMENT use.

## VIII. LIABILITY AND INDEMNIFICATION

The CONSULTANT agrees to and shall indemnify and hold harmless the DEPARTMENT, County of Riverside, its Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter individually and collectively referred to as "Indemnitees") from:

- A. All liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings to the extent caused by any alleged or actual negligence, recklessness, willful misconduct, error or omission of CONSULTANT, its directors, officers, partners, employees, agents or representatives or any person or organization for whom CONSULTANT is responsible, arising out of or from the performance of professional services under this Agreement; and
- B. All liability, including but not limited to, loss, suits, damage, claims and demands, based upon any alleged or actual act, error, omission, or occurrence of CONSULTANT, its directors, officers, partners, employees, agents or representatives or any person or organization for whom CONSULTANT is responsible, arising out of, in connection with, resulting from conditions created by CONSULTANT, or caused by the CONSULTANT's performance or failure of performance of any work or services, other than professional services covered under Section 'A' above, under this Agreement.

As respects each and every indemnification herein CONSULTANT shall defend and pay, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, and defense and settlements or awards against the Indemnitees.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Indemnitees as set forth herein.

CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to Indemnitees the appropriate form of dismissal relieving Indemnitees from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless Indemnitees from third party claims.

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 DEPARTMENT or the County to the fullest extent allowed by law.

## **IX. TERMINATION**

Either party may terminate and cancel this Agreement for cause, after fifteen (15) days written notice to the other, for substantial breach of this Agreement or unreasonable delay in the performance of any obligation under this Agreement.

Notwithstanding the foregoing provision, the DEPARTMENT shall have the right upon completion of any phase of the CONSULTANT's service, or at any time if the DEPARTMENT decided to suspend or abandon the project, to terminate this Agreement upon written notice to that effect given to the CONSULTANT.

If the termination as herein provided is for other than default or delay of the CONSULTANT, the CONSULTANT shall be paid pursuant to this Agreement for its service on each completed section, and for any section in such proportion as the service actually performed bears to the total service which would be required for the completion of such section and no further compensation shall be paid to the CONSULTANT. If the termination is for default or delay of the CONSULTANT, it shall be paid on a similar basis less actual damages suffered by the DEPARTMENT as a result.

## **X. MISCELLANEOUS PROVISIONS**

- A. Section and Sub-Section Approvals: Written approval by the DEPARTMENT for any phase of the CONSULTANT's services under this Agreement shall be considered as authorization to the CONSULTANT to proceed with the next successive phase, unless the DEPARTMENT otherwise specifies.
- B. Project Segregation: Unless otherwise required by the DEPARTMENT prior to the commencement of services, the drawings, specifications and other documents shall be prepared so that all of the Work on the project may be executed under a single construction contract.

If the DEPARTMENT and the CONSULTANT decide to phase the project or have additive or deductive alternates, reasonably segregatable portions of the project will be identified as alternates or for omission from the Work. In that event the CONSULTANT shall not be entitled to any extra compensation for such service.

If the decision to phase the project or have additive or deductive alternates occurs after the commencement of services, the CONSULTANT will be entitled to extra compensation. The amount will be based on the actual amount of work completed when the decision was made and will be agreed to by both the DEPARTMENT and the CONSULTANT.

In the event that phasing or alternates are used and separate construction contracts will be needed or additional work on the part of the CONSULTANT is needed, the DEPARTMENT and the CONSULTANT shall, in writing, agree in advance of the performance of this work on the nature and extent thereof and the amount of additional compensation, if any, to be paid to the CONSULTANT.

- C. Assignment: This Agreement shall not be assignable, in full or in part, by the CONSULTANT without prior written consent of the DEPARTMENT.
- D. DEPARTMENT's Representative: The Director of the DEPARTMENT, 4600 Crestmore Road, Riverside, CA 92509, or designee, shall represent the DEPARTMENT in all discussions and/or conferences with the CONSULTANT and other County departments and agencies not requiring the actions of the DEPARTMENT's governing body. A written summary of conclusions reached at any such conference may be required of the CONSULTANT by the DEPARTMENT's representative.
- E. Notices: Any notice or communication under this Agreement shall be transmitted to the parties at the addresses shown under the signature lines of this Agreement.
- F. Mediations: Any claim, dispute or other matter in question arising out of, or related to, this Agreement shall be subject to mediation prior to the institution of legal or equitable proceedings by either party.
- G. Release of Information to the Public: The CONSULTANT shall consider all information regarding the proposed project as confidential information. Any request for information from others shall be directed to the DEPARTMENT. This provision shall not apply if maintaining confidentiality would violate the law; create the risk of significant harm to the public; prevent the CONSULTANT from establishing or defending a claim.
- H. Time of Completion: This project is a fast track project. The contract duration for design services will be ninety (90) calendar days. The CONSULTANT shall commence work within fifteen (15) calendar days after its receipt of the Notice to Proceed. The design duration includes the submission of documents to all agencies and receiving approval from these agencies. CONSULTANT must identify which agencies will be involved, what their concerns are and determine how to address these issues as expeditiously as possible. The construction portion of the contract is expected to last six months, or 180 days, and will immediately follow the design period. Completion of the project is expected in December 2010.

The CONSULTANT acknowledges and accepts the DEPARTMENT's schedule. The CONSULTANT and the DEPARTMENT shall establish milestones for all portions of the work.

The mutually established dates shall be firmly maintained. The CONSULTANT shall confirm and update schedules as necessary and as described in the RFQ.

- I. Governing Law: 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 for the State of California located in Riverside, California. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.
- J. Independent Consultant: The CONSULTANT is, for purposes arising out of this contract, an independent contractor and shall not be deemed an employee of the DEPARTMENT. It is expressly understood and agreed that the CONSULTANT shall in no event, as a result of this contract, be entitled to any benefits to which DEPARTMENT employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. CONSULTANT hereby holds DEPARTMENT harmless from any and all claims that may be made against DEPARTMENT based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement. It is further understood and agreed by the parties hereto that CONSULTANT in the performance of its obligation hereunder is subject to the control or direction of DEPARTMENT merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.
- K. COMPLIANCE: The CONSULTANT warrants and certifies that, in the performance of this Agreement, it shall comply with all applicable laws, rules, regulations and orders of the United States, the State of California, and the County of Riverside, including the laws and regulations pertaining to labor, wages, hours and other conditions of employment. The CONSULTANT further warrants and certifies that it shall comply with new, amended, or revised laws, regulations and/or procedures that apply to the performance of this Agreement.
- L. SEVERABILITY: If 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.

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall deem to be merged herein. Any modifications to the terms of this Agreement shall be in writing and incorporated herein and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

Owner

Riverside County Parks Department  
4600 Crestmore Road  
Riverside, CA 92509

By: Marion Ashley  
**MARION ASHLEY**

Dated: CHAIRMAN, BOARD OF SUPERVISORS  
JAN 26 2010

Consultant

MSA Consulting, Inc.  
34200 Bob Hope Drive  
Rancho Mirage, CA 92270

By: Julian A. De La Torre  
Julian A. De La Torre, P.E.  
Vice President/Principal Engineer

Dated: 12/23/09

MSA Consulting, Inc. acknowledges that they are in receipt of Exhibit 2 "Request for Qualifications  
#PKARC 070"

By: Julian A. De La Torre  
Julian A. De La Torre, P.E.  
Vice President/Principal Engineer

Dated: 12/23/09

Attest:

Clerk of the Board

ATTEST:  
KECIA HARPER-IHEM, Clerk  
By: [Signature]  
DEPUTY

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

Dated: JAN 26 2010

**PROPOSAL FEE FORM**

ITEM	PROPOSAL PRICE
A. Design and Engineering Services	
1. Survey Work and Calculations	\$ <u>23,728</u>
2. Design	\$ <u>52,159</u>
B. Construction Documents	
1. Drawings	\$ <u>93,221</u>
2. Technical Specifications	\$ <u>3,455</u>
3. Cost Estimation	\$ <u>7,035</u>
C. Bidding & Construction Admin Services	\$ <u>54,905</u>
SUBTOTAL	\$ <u>234,503</u>
15% DISCOUNT	\$ <u>(35,175)</u>
<b>TOTAL COST FOR THIS PROJECT</b>	<b>\$ <u>199,328</u></b>

One Hundred Ninety-Nine Thousand Three Hundred Twenty-Eight Dollars  
(In Words)

Consultant shall attach an hourly rate sheet to this form for use for extra services, if there is a need.



## **EXHIBIT D**

### **Period of Performance**

The District's approximate time schedule for completion of each portion of these projects is as follows:

<b>Survey Work and Calculations:</b>	January 26, 2010 – February 15, 2010
<b>Program Refinement/Preliminary Site Plan Design:</b>	February 15, 2010 – February 24, 2010
<b>Final Site Plan Design and Building Costs:</b>	February 25, 2010 – March 8, 2010
<b>Construction Documents:</b>	March 9, 2010 – April 26, 2010
<b>Agency review of drawings:</b>	April 26, 2010 – May 21, 2010



**Riverside County Parks Department**

**Work Proposal  
for  
Design Services  
Phase 2 Improvements  
Mayflower Park , Blythe , CA (PKARC-070)**



**DECEMBER 2009**



**MSA CONSULTING, INC.**

**PLANNING • CIVIL ENGINEERING • LAND SURVEYING  
SPECIALTY SERVICES**

**INNOVATIVE DESIGN • TECHNICAL EXCELLENCE • INTEGRITY**



PLANNING ■ CIVIL ENGINEERING ■ LAND SURVEYING

December 11, 2009

Mr. Steve Lech, Park Planner  
RIVERSIDE COUNTY PARKS DEPARTMENT  
4600 Crestmore Road  
Riverside, CA 92506

Subject: PKARC-070/Qualifications for Design Services  
Mayflower Park, Blythe, CA

Dear Mr. Lech:

**MSA Consulting Inc.** (MSA) is pleased to submit the attached Statement of Qualifications, per your Request dated October, 2009, for Design services for the improvements to the Mayflower County Park located at 4980 Colorado River Road, in Blythe, California.

MSA offers the Riverside County Parks Department (County) the opportunity to engage an established desert company with the staff size, technical resources, experience and expertise required to meet the demands of your "fast track" project needs. We are now approaching our 33<sup>rd</sup> year as the largest locally owned planning, engineering and surveying firm with a staff of 41.

The attached information has been assembled to assist you in making a decision regarding the "best fit" for a qualified firm for your needs. To that end, we would welcome the chance to further discuss the services MSA could bring to the Riverside County Parks Department (RCPD).

As leader of the MSA team, Marvin D. Roos, would provide the expertise needed to answer technical questions from the RCPD, make staff assignments and serve as Senior Project Manager for the Project. A strong Team has been assembled to provide the RCPD with premier design and planning services for the requested improvements to the Mayflower Park. The following subconsultants enhance the design abilities of the overall MSA Team:

► **LANDSCAPE ARCHITECT**

RGA Landscape Architects, Inc.

74-020 Alessandro, Suite E

Palm Desert, CA 92260

Phone: (951) 687-4252 / Fax: (951) 687-4120

E-mail: [Ron@rga-pd.com](mailto:Ron@rga-pd.com)

Contact: Ronald Gregory, ASLA, President, CA License # 1532

► **BUILDING ARCHITECT**

Interactive Design Corporation  
199 South Civic Drive, Suite 10  
Palm Springs, CA 92262  
Phone: 760-323-4990 / Fax: 760-322-5308  
E-mail: [Maria@interactivedesigncorp.com](mailto:Maria@interactivedesigncorp.com)  
Contact: Maria Song, Partner

► **PROFESSIONAL ESTIMATOR**

Charles C. Munroe III – CPE  
Certified Professional Estimator  
3043 N. Amarillo Avenue  
Simi Valley, CA 93063-1703  
Phone: 805.905.8708  
E-mail: [ccmunroeiii@msn.com](mailto:ccmunroeiii@msn.com)  
Contact: Charles C. Munroe III

We appreciate the opportunity to submit our proposal for your consideration and look forward to developing a professional relationship with the RCPD. For additional information regarding our firm and our capabilities, please log on to our website at [www.msaconsultinginc.com](http://www.msaconsultinginc.com).

Should you have any questions or require any further information please feel free to contact me.

Julian A. De La Torre, P.E.  
Vice President/Principal Engineer  
MSA Consulting, Inc  
34200 Bob Hope Drive  
Rancho Mirage, CA 92270  
760-320-9811 Phone / 760-323-7893 Fax  
[jdelatorre@msaconsultinginc.com](mailto:jdelatorre@msaconsultinginc.com)

Very truly yours,



Julian A. De La Torre, P.E.  
Vice President/Principal Engineer

JAD:ssf

Enclosures

**PROPOSAL**  
**for**  
**Design Services**  
**RIVERSIDE COUNTY PARKS DEPARTMENT**  
**Phase 2 Improvements at Mayflower Park**  
**Blythe, California**

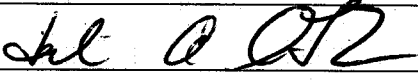
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**Request for Qualifications for Design Services for  
Phase 2 Improvements at Mayflower Park**

**PKARC - 070**

**STATEMENT OF QUALIFICATIONS COVER SHEET**  
**(Fill in COMPLETELY and place in Statement of Qualifications (SOQ)  
as one of the first five sheets)**

<b>Firm name:</b>	<b>MSA Consulting, Inc.</b>
<b>Firm address:</b>	<b>34200 Bob Hope Drive</b>
	<b>Rancho Mirage, CA 92270</b>
<b>Phone:</b>	<b>760.320.9811</b>
<b>Fax:</b>	<b>760.323.7893</b>
<b>Email address:</b>	<b><u>sfox@msaconsultinginc.com</u></b>
<b>Type of Organization: (i.e. corporation, partnership, etc.)</b>	<b>Corporation</b>
<b>Authorizing Agent:</b>	<b>Julian A. De La Torre</b>
	<b>(Name Printed)</b>
	<b>Vice President/Principal Engineer</b>
	<b>(Title)</b>
<b>Professional Registration:</b>	<b>Registered Professional Civil Engineer 43880</b>
<b>Expiration Date:</b>	<b>June 30, 2011</b>
<b>Signature:</b>	
<b>List Each Addendum Received:</b>	<b>Addendum 1 December 7, 2009</b> <b>Addendum 2 December 9, 2010</b>

## SECTION I: FIRM PROFILE

### 1.1 Firm Description/History

#### MSA Consulting, Inc.



**MSA Consulting, Inc. (MSA)** is a multi-disciplinary **Planning, Civil Engineering and Land Surveying** firm providing professional services to public agencies and private development since 1976. Formerly known as Mainiero, Smith and Associates, located in Rancho Mirage, California, MSA is the Coachella Valley's largest locally owned, full-service planning and engineering company, serving clients throughout Southern California and beyond.

The firm initially represented primarily public agency clients in the late '70's and early '80's. As Southern California experienced periods of explosive growth, the firm's land development services were in increasing demand over the ensuing decades. Residential, commercial and resort projects became a significant portion of the company's work, while the agency and institutional clientele continued to expand. In the early 1990's the firm expanded by adding **Planning** to the development services offered to clients. In 2000, an **Environmental Services** division and a **Utility Coordination and Construction Support** division were added to the firm's core Civil Engineering and Surveying services. In recent years, the firm has continued to provide clients with an expanded menu of services by offering both **GIS services** and **Real Estate Assessment** services in-house, along with a strategic alliance for **Landscape Architecture** services with RGA Landscape Architects, Inc.

As a result of maintaining high standards in work product, MSA has been consistently able to attract new projects from its solid client core and their referrals. With the firm's expansion of services came an increase in staff and its capabilities. Included in the current staff of 41 are six registered civil engineers and land surveyors, both AICP and LEED Accredited Professional certifications and a highly qualified support staff of designers, land planners, CADD operators, field personnel and administrative staff. MSA is proud of its commitment to **LEED** and **Green Building** standards and takes very seriously the firm's role in helping projects attain sustainability through strategic planning and design. Equipped with state-of-the-art computer, color plotting, and surveying systems, MSA today continues to serve a broad range of repeat clientele from small developers to the Federal government. Over the past 32 years, the firm has successfully completed over 1,900 projects and studies, involving the planning, design, surveying or construction administration of public works, residential, institutional, resort, or commercial developments.

MSA is actively involved in assisting local community groups through participation in organizations such as Urban Land Institute (ULI), Building Industry Association (BIA), ACE Mentor Program, American Planning Association (APA), U.S. Green Building Council, American Public Works Association (APWA), Desert Roundtable, Sunrise Community Bank and College of the Desert Real Estate Development and Construction Institute, among others.

## **1.2 Firm Description/History - Subconsultants**

### **Interactive Design Corporation Assignment: Building Architecture**

**Interactive Design Corporation (IDC)** was founded in 1981 to serve public clients on projects which address important social values. Projects such as affordable housing, community, recreational and special needs facilities have been a prominent part of our portfolio. As long ago as 1993, IDC worked with Southern California Edison on the "Emerging Technologies Showcase Projects", and the Palm Desert Visitor Center, the first LEED (Leadership in Energy and Environmental Design) certified building in the Coachella Valley.

Overall, IDC approaches projects with a pragmatic and collaborative attitude, but is guided by philosophical ideals – architecture is both art and science. IDC sees their role as an orchestrator of the interdisciplinary design process necessitated by today's complex network of regulations, aspirations and client needs.

As IDC has matured individually, professionally, and as an organization, they have been fortunate to increasingly focus their efforts on projects that support the social fabric of our communities. The diversity of housing projects they have designed include multi-family housing, single resident occupancy, special needs housing for tenants with AIDS and other health challenges, senior housing, and single family housing.

Interactive Design is currently a firm of six people – two licensed architects, two interns and two staff. IDC has been in business for 28 years; they have prospered through good times and bad by responding to their clients' needs.

Their individual resources are greatly enhanced by the relationships they have established with their design team consultants; each relationship has matured and developed on large and small projects, on projects that were profitable and some that were not.

#### **Interactive Design Corporation**

199 South Civic Drive  
Suite 10  
Palm Springs, CA 92262  
T: 760.323.4990  
F: 760.322.5308



**RGA Landscape Architects, Inc.**  
**Assignment: Landscape Architecture**

**RGA Landscape Architects (RGA)** has over 32 years experience in providing landscape architectural services in the Coachella Valley. They were founded in 1977 by Ron Gregory in Palm Desert, California. RGA is respected for their highly professional team, distinct approach to design, high quality product, dedicated client focus, concern for the environment, seamless coordination with consultants, and fast-track facilitation.

RGA is a recognized expert in the design of water efficient landscapes as well as design of hardscape elements such as monument signs, water features and plazas. They have an excellent working relationship with the County of Riverside agencies and the various city departments as well as with the Coachella Valley Water District (CVWD).

RGA is a member of the U.S. Green Building Council and are LEED accredited. Their LEED certified projects achieve the best in water efficiency and are also award-winning landscape architectural designs. They are also industry leaders in the use of solar powered irrigation controllers and photovoltaic landscape lighting.

In addition, RGA is an expert in the design of parks in Riverside County.

Their expertise includes:

- Planning
- Project Management
- Amenity design and specification (such as play structures, gazebos, picnic areas, site furniture and ball fields)
- Irrigation design and water use analysis
- Plant material design for Riverside County environments
- Cost estimating for landscape
- Liaison with Riverside County agencies
- Construction Administration

RGA has a strategic alliance with MSA Consulting, Inc. offering a comprehensive package of design and development services to clients of both firms. MSA and RGA work jointly to provide seamless and cost effective services which expedite the design process and provide added value to clientele.

The two firms have worked together successfully for many years on a wide variety of projects. The non-exclusive, informal relationship between MSA and RGA allows clients the option of expanded services of both firms under one contract.

**RGA Landscape Architects, Inc.**

74020 Alessandro  
Suite E  
Palm Desert, CA 92260  
T: 760.568.3624  
F: 760.773.5615

**Charles C. Munroe III - CPE**  
**Assignment: Certified Professional Estimating**

Charles C. Munroe III is a Certified Professional Estimator with forty-nine years experience in development of conceptual through definitive estimates, hard bid estimating, change order and claims settlements, value engineering and expert court witness. He has been a certified professional estimator with the American Society of Professional Estimators since 1981. He presently acts as a consultant to various architectural firms, attorneys and construction management firms and development of an estimating system and cost data base for the Los Angeles Unified School District.

**Charles Munroe Construction Cost Estimating**  
3043 Amarillo Avenue  
Simi Valley, CA 93063-1703  
C: 805-905-8708

## SECTION II: WORK STATEMENT

### 2.1 Project Approach

The basic team of MSA, RGA and IDC has worked together on a substantial number of projects over the last 30+ years, including public and private parks, private recreational facilities, and multiple institutional, residential and commercial projects throughout Southern California. Many of our clients have brought us back together many times. The Team looks forward to making the design process with the County staff and other stakeholders fun, interactive, informative and time and cost sensitive. The Team goal is to help the County to position Mayflower Park as the Flagship Park for the Colorado River.

What sets the Team apart is that each discipline on the team brings a depth of design and construction experience to each new project to allow the best solution to emerge quickly due to the respect that each member has for the knowledge and talents of the others. Our frequent collaborating allows us to know each others strengths and will facilitate the assimilation of the key project constraints with the needs and requirements of the County to quickly arrive at the required design alternatives. The realities of cost are integrated into the design from the beginning.

The project's budget and time constraints means that a comprehensive list of park needs could quickly swamp the budget. The goal of our team is to quickly compile and prioritize those needs and desires with some probable costs and pare down the list to fit the budget. This will push the team, including the County staff and stakeholders into an intense session or two to hammer out the project components and move the design into high gear to meet the budget and time constraint. Depending on the priorities and hopefully taking advantage of the current bidding climate, there may be an opportunity to add one or more Optional Bid items.

The project site is certainly remarkable and virtually unique within the jurisdiction of Riverside County. The opportunity to be able to play a part in moving the current park design into a higher profile for the future park expansion is an enviable opportunity and one that our Team would certainly relish. While the park may be experiencing a high level of usage, the possibility of a significant expansion will be much easier if the overall master plan anticipates not only the quantity of improvements but also the quality and perhaps as important the *phasing and sequencing* of park infrastructure.

While the vertical improvements are limited for this phase, the opportunity to do something special with pre-fab buildings should not be overlooked. The initial thought is to compose the buildings with the integration of progressive scales of smaller masses. This is critical to bring the massiveness of the building to a human scale. The height of the building will be in the range of 16 to 20 feet. This vertical projection could be too stark; therefore, the progressive scale of elements such as overhangs, trellis, columns, light fixtures, wainscot and more can diminish



the vertical and make it approachable.

The Team looks forward to being able to stand together with County staff officials and celebrate the completion of the next phase of Mayflower Park by the end of 2010—on time and at budget and looking forward to working on Phase 3 together!

## SECTION III: PROJECT TEAM

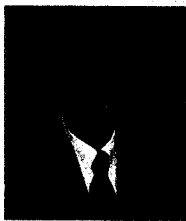
### 3.1 Project Management

The MSA Team would be led by **Marvin D. Roos** who will serve as the Senior Project Manager and the Riverside County Parks Department (RCPD) primary contact. He will work closely with the RCPD and any and all subconsultants to ensure that project requirements are satisfied. **Mr. Roos** would provide managerial support for the project entirety and share the day-to-day responsibility in his respective fields of expertise. **Julian A. De La Torre**, Vice President of MSA, would serve as the Principal-in-Charge and provide support on both technical and contractual matters. The strong Team that has been assembled is uniquely qualified to develop the most-effective approach for the implementation and preparation of the documents necessary to proceed with the Phase 2 Improvements at Mayflower Park.

### 3.2 Key Personnel/Resumes – MSA Consulting

#### **Robert. S. Smith, P.E.**

##### ***President, Senior Advisor***



Mr. Smith obtained his Bachelor of Science degree in Civil Engineering at Michigan State University and a Master of Science degree in Environmental Engineering Science at the California Institute of Technology. He has been a practicing engineer for thirty-four years working on a variety of civil engineering projects. His experience is with both public agencies and private industry. He is the President/CEO of MSA Consulting, Inc. and the founding principal.

#### **Julian A. De La Torre, P.E.**

##### ***Vice-President/Principal Engineer***



Mr. De La Torre was born and raised in the Coachella Valley, attended UCLA and graduated with an Engineering degree in 1983. He was registered as a Civil Engineer in 1989 and joined MSA in 1995. Today he brings over 25 years of experience as a design engineer and project manager. He has served as project manager/project engineer for a wide variety of projects including water main installations along DaVall Drive and Gerald Ford Drive in Rancho Mirage; 7 miles of water mains for Assessment District 2004-02 in Palm Desert; and process domestic lines associated with the 400,000 square foot Arrowhead Water Bottling Plant in Cabazon. He became the firm's Vice-President and Principal Engineer in 2007.

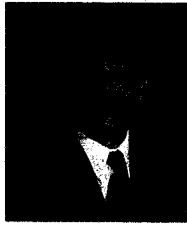
#### **Marvin Roos, A.I.C.P.**

##### ***Director of Design Development, Senior Project Manager***



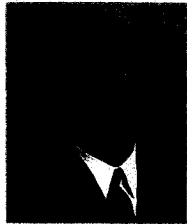
Mr. Roos joined MSA in 1992 after serving the City of Palm Springs for more than 20 years, including 13 years as the head of its Planning Department. With a Bachelor of Architecture Degree from the University of California at Berkeley and more than 38 years of planning experience, Mr. Roos has an exceptional depth and breadth of knowledge in his field. During his tenure at MSA he has helped develop the Planning Department into the Coachella Valley's premier planning group. In addition to providing senior project management for MSA, as Director of Design Development Mr. Roos oversees the creative aspects of the entire firm's land planning assignments.

**Paul R. Sepulveda**  
**Director of Design/Senior Project Manager**



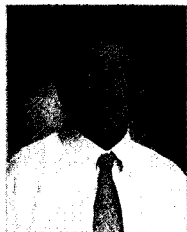
Mr. Sepulveda joined MSA as a senior designer in 1978. He earned an Associate of Science degree from West Hills College and has 35 years of experience. He has overseen the design and production of the majority of the MSA production projects over the past 30 years. His responsibilities as Director of Design/Senior Project Manager have included engineering design, project management and construction support services for golf/residential developments, community water system expansions, wastewater treatment plant expansions, airport expansions, and commercial and institutional developments.

**Marco Celedon**  
**Project Manager**



Marco Celedon, who was born in Indio and raised in Coachella and Thermal, received his Bachelor of Science degree in Civil Engineering from USC. As a Project Manager with MSA, he has particular expertise in water, sewer and storm drain applications. Appointed by Riverside County Supervisor Roy Wilson, he serves on the Thermal Community Council. He also serves as a Mentor for the ACE Mentorship Program, assisting high school students with careers in architecture and engineering and is a board member of D.A.C.E. Mr. Celedon joined MSA Consulting, Inc. in 1999 and holds an E.I.T. certificate.

**Charles R. Harris, P.L.S.**  
**Director of Surveying and Mapping**



Mr. Harris, a 26-year veteran of MSA Consulting, Inc. and past president of both the Desert Chapter and Riverside Chapter of the California Land Surveyors Association, heads the Survey and mapping Department of MSA. With a total of over 34 years of survey/mapping experience, his leadership is a key reason for the firm's success in those disciplines. While at MSA he has supervised the surveying of the field crews and preparation of Tentative and Final maps, A.L.T.A. surveys and Records of Survey for both public agencies and private industry clients. He has supervised projects that involve establishing alignment surveys, topographic mapping, and right of way surveys for agencies that include the City of Palm Springs, City of Cathedral City, Valley Sanitary District, Coachella Valley Water District, City of Indio, City of Rancho Mirage, City of Coachella, and private development in the town of Yucca Valley, City of Twentynine Palms, Joshua Tree and Morongo Valley. He has a strong working knowledge of the Subdivision Map Act, ACSM A.L.T.A. standard requirements, boundary and topographic (photogrammetric and field data collector) surveying, A.L.T.A. surveys and construction staking, including extensive experience on road and highway projects and right-of-way engineering. Mr. Harris directs a survey department at MSA that includes 4 survey crews, 3 licensed surveyors and CADD support staff.

**Douglas E. Redlin, P.L.S.**  
**Senior Surveyor**



Mr. Redlin, a 7-year veteran of MSA Consulting, Inc. and past president of the Desert Chapter of the California Land Surveyors Association, has been surveying in the Coachella Valley for over 10 years, being licensed since 2003. With a total of over 16 years of surveying & mapping experience, he has performed everything from the preparation of Final maps, A.L.T.A. surveys and Records of Survey to field surveying for boundary, topographic surveying and construction staking. Currently at MSA he supervises the field survey crews for both public agencies and private industry clients. He has a strong technical background for both field operations as well as office operations. Mr. Redlin directs field and office personnel that include 4 survey crews and CADD support staff.

**Eduardo C. Hernandez, II**  
**Senior Survey Technician**



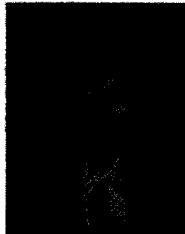
Mr. Hernandez, one of the newer members of the MSA Consulting "Team", has been practicing land surveying for over 12 years in the Imperial and San Diego Counties and now in the Coachella Valley. As a Survey Party Chief, he has conducted boundary, construction staking, A.L.T.A. and topographic surveys. In addition to his exemplary field crew supervision and contractor coordination skills, Mr. Hernandez is proficient with GPS and both Standard/Robotic Total Stations. His field expertise is matched by his office skills including the use of AutoCAD/Land Development and Trimble/Leica Geo Office software.

**Jack Fox**  
**Director of Utility Services/Construction Administration**



Mr. Fox came to MSA in 1999 with an array of prior construction related experiences. Upon relocating to the Coachella Valley, Mr. Fox worked as an estimating manager and crew leader of a low voltage communications company providing installation of major telephone and high speed data backbone systems. As the Director of the Utilities Department for MSA, Mr. Fox supervises a staff dedicated to utility research and coordination along with construction administration and management services. His related responsibilities include preparation of electronic base plans, design coordination services and on-site construction supervision and inspection services for projects of various complexities. Additionally, Mr. Fox does construction cost estimating, prepares job specific technical specifications, performs utility conflict studies, pothole coordination and other specialty needs. As Utilities Coordinator and Construction Administrator, Mr. Fox works directly with many public agency clients and private developers alike, providing support services. He has good communication skills and enjoys an excellent working relationship with all the local public utility agencies. Active in the local Building Industry Association, Mr. Fox has served as past Chairman of the Membership Committee.

**Joseph A. Baiza**  
**Project Resources Manager**



Mr. Baiza has been with MSA since 1989. Promoted to Project Resources Manager in 2001, he has since then utilized over a decade of drafting and design experience to translate directives between client and project manager to designer and drafting technician. Mr. Baiza supervises, schedules, and reviews the work of the CADD designers and technicians while balancing the management of projects and expectations of clients. He is closely involved in the hiring of key staff members and works to promote the accuracy, care and timeliness that MSA is known for.

### 3.3 Key Personnel/Resumes – Subconsultants

#### Interactive Design Corporation

REUEL A. YOUNG, AIA  
Principal Architect

**EDUCATION:** Harvard University, B.A. English Literature, Cum Laude, 1967  
University of California Berkeley, Master of Architecture, 1974

**LICENSE:** State of California No. C10974

**TEACHING:** College of the Desert: 1989 to 2006, History of Architecture  
University of California, Berkeley, Teaching Associate,  
Architectural Design

**PROFESSIONAL ASSOCIATIONS:** American Institute of Architects, California Desert Chapter  
Urban Land Institute, Associate Member  
Congress of New Urbanism  
Society of American Registered Architects  
U.S. Green Building Council  
National Association of Home Building

**CIVIC SERVICE:** General Plan Update Committee: Palm Springs, 2003 - 2007  
Palm Springs Homeless Task Force  
Coachella Valley Regional Housing Trust, Board of Directors  
Riverside County Regional Access Project - Health Care, 1998  
Architectural Advisory Committee: Palm Springs, 1988-1999  
Palm Springs Main Street Program: Co-Chair, Design Committee  
Cathedral City Downtown Task Force, 1993-1996

**PROJECT EXPERIENCE:** Mr. Young has been an architect in Palm Springs for 28 years. He produces design solutions that are complementary to their environment, take their cue from the context of the project, and are sensitive to the user rather than to a preconceived design ideology. For more than 15 years he has pursued the values of sustainable design and new urbanism.

Reuel Young has maintained a design philosophy shaped by the social contract that was so shaken during his years at Harvard and Berkeley. Mr. Young's project experience includes land planning, master planning and facility design for municipal, utility, and corporate clients. For more than 15 years the largest sector of his work has been special needs housing and community facilities.

**RGA Landscape Architects, Inc.**

**RONALD B. GREGORY, A.S.L.A.**

**Position:** President, RGA Landscape Architects, Inc.

**Education:** B.A. Landscape Architecture, 1972 –  
University of California at Berkeley

Post Graduate Studies:

UCLA Extension:

- CAD Design
- Southern California Island Biology
- Japanese Garden Architecture

Harvard Graduate School of Design:

- Golf Course Design

**Registration:** Registered Landscape Architect:

- California #1532
- Nevada #94
- Arizona #13754
- Utah #5024299-5301

**Professional Affiliations:**

- Chairman, City of Palm Desert Architectural Commission
- Chairman, City of Rancho Mirage Architectural Review Board
- American Society of Landscape Architects, Vice President, So. Calif. Chapter
- American Institute of Architects, San Diego Chapter, Professional Affiliate



## Charles C. Munroe III - CPE

**Charles C. Munroe III - CPE**  
**Certified Professional Estimator**  
**Commercial-Industrial-Residential**  
**Conceptual-Definitive-Value Engineering**

### Expert Court Witness Domestic – International

3043 N. Amarillo Avenue  
Simi Valley, CA 93063-1703  
U.S.A.

Cellular : 805-905-8708

E-Mail ccmunroeiii@msn.com

## RESUME

### PROFESSIONAL EXPERIENCE

Present	PROFESSIONAL CONSTRUCTION ESTIMATING CONSULTANT
1994	Forty-nine years experience in development of conceptual through definitive estimates, hard bid estimating, change order and claims settlements, value engineering and <b>expert court witness</b> . Certified professional estimator with the American Society of Professional Estimators since 1981. Presently acting as a consultant to various architectural firms, attorneys and construction management firms and development of an estimating system and cost data base for the Los Angeles Unified School District.
1994	WALT DISNEY IMAGINEERING - Glendale, California
1987	<u>PROJECT ESTIMATOR</u> Responsible for all conceptual through definitive estimates for peripheral facilities and first Back of House Office Building, EuroDisneyLand; Muppet 3-D Theater and various facilities for Animal Kingdom Disney World, Florida; Site Development and change orders for Splash Mountain, Disneyland, Anaheim. Developed computerized construction cost data base for France. Headed claims settlement team and settled \$156 million in claims for average of 22 cents on the dollar.
1987	DANIEL, MANN, JOHNSON & MENDENHALL - Los Angeles, California
1978	<u>MANAGER OF COST ENGINEERING</u> Responsible for estimates for a wide variety of projects including the Los Angeles Metrorail system, Long Beach light rail, Los Angeles International Airport expansion, and many hotels, office buildings, educational facilities, clean rooms & hospitals. Supervised 2 senior estimators.
1978	HOLMES & NARVER (RESOURCE SCIENCES) - Shedgum, Saudi Arabia
1976	<u>PROJECT ESTIMATOR / SENIOR COST ENGINEER</u> In charge of estimating and cost engineering for Shedgum Natural Gas Liquefaction Plant and Tanajib Industrial complex. Negotiated all change orders and supervised 2 cost engineers.
1975	MINISTRY OF FINANCE - Republic of Vietnam
1971	<u>ADVISOR to the MINISTER OF FINANCE</u> Responsible for development of investment banking / securities brokerage industry and securities exchange system. Supervised 6 man team.
1970	O.I.C.C. / U. S. NAVY - Republic of Vietnam
1969	<u>ASSISTANT MANAGER - ROADS &amp; BRIDGES</u> Responsible for estimating and cost accounting for all road and bridge construction for US military in Vietnam. Supervised 4 estimators.

1969 R.M.K. - B.R.J. (VIETNAM BUILDERS) - Republic of Vietnam  
- PROJECT ESTIMATOR Responsible for a wide variety of military and civilian  
1965 construction projects throughout Vietnam.

### EDUCATION

University of Michigan, College of Engineering Ann Arbor, Michigan 1953 - 1957  
Wayne State University Detroit, Michigan 1958

### PROFESSIONAL REGISTRATION

Certified Professional Estimator # 1181430 American Society of Professional Estimators

### PROFESSIONAL ASSOCIATIONS

Past President (four terms) Los Angeles Chapter American Society of Professional Estimators  
Chairman California State Professional Recognition Committee, A.S.P.E.  
Chairman A.S.P.E. Industry Awareness Committee  
Ex-Member, American Association of Cost Engineers

### PUBLICATIONS & SOFTWARE

'Estimating your Estimate', Architectural Record, 1988, First study on time required to prepare an estimate. - Structural Steel take-off Software - Areas & Volumes, 171 Geometric figures area and volume calculation software. - 40 additional software items on the ASPE Los Angeles chapter website <http://www.laestimator.org>  
Taught Construction Cost Estimating at University of California, Los Angeles, Los Angeles Technical Trade College and Simi Valley Adult School. Scheduled to teach same for the Associated Builders & Contractors of Southern California (ABC).

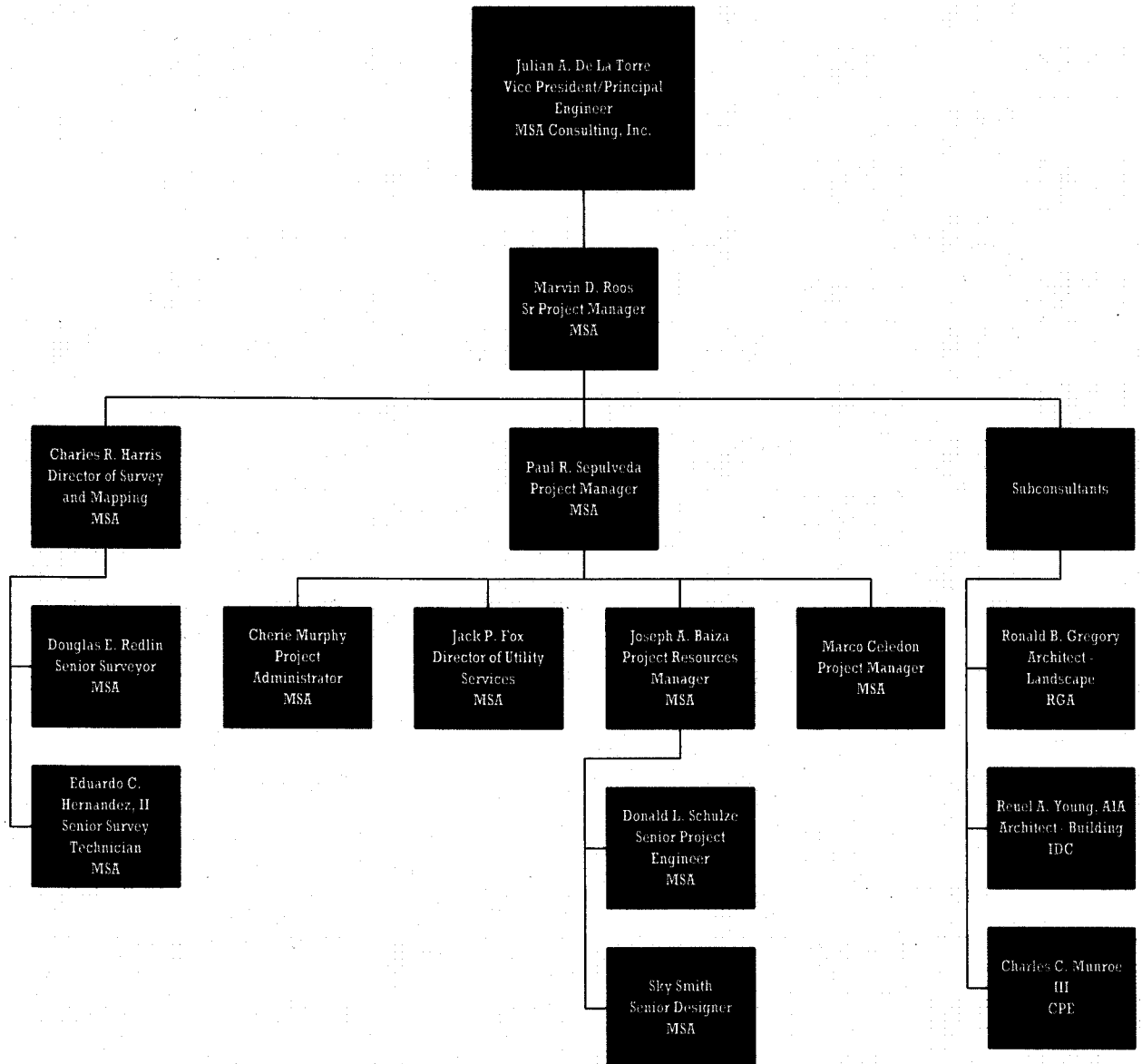
### PROFESSIONAL REFERENCES

Fyfe, Robert-CPE	Estimating Consultant, FEMA	808-690-7600
McKibben, Douglas	Consulting Project Manager	208-387-4997
Stokely, David D.	Manager, Cooper & Lybrand	415-768-2188

Past President Los Angeles Chapter # 1 American Society of Professional Estimators  
Past Chairman Industry Awareness Committee - ASPE

### 3.4 Organizational Chart

The staffing proposed for this project is shown in the organization chart below:



## SECTION IV: RELEVANT EXPERIENCE

The following are representative of the Team's experience with similar services as required for the Design of the Mayflower Park Phase 2 Improvements Project:

### 4.1 Similar Projects

#### Parks

##### Haystack Park; City of Palm Desert, CA

RGA's first park design, Haystack Park is a 12-acre park with grass open space and shade trees located between two hillside neighborhoods. An ideal park for walking or unstructured play, it includes walking paths and a native Smoketree natural area.

Project Description:  
Haystack Greenbelt & Smoketree  
Natural Area

Agency/Client:  
City of Palm Desert

Services:  
Design; Landscape Architecture

Schedule/Budget Status:  
On schedule/Within budget

##### Splash City Water Park; Palm Springs, CA (Knott's Soak City)



RGA worked with the City of Palm Springs and a private developer to create a 21-acre oasis sporting a 1950's Southern California beach theme. The park features 22 water rides and attractions,

including a wave pool and lazy river. The Dare Devil Tower features side-by-side speed slides that take park guests on a thrilling 7-story descent. Gremmie Lagoon offers the park's youngest guests pint-sized water slides and splash pool. There are twenty poolside cabanas. The park was purchased by Knott's in 2004 and renamed. MSA performed all civil engineering and survey functions.

Project Description:  
Knott's Soak City

Agency/Client:  
City of Palm Springs

Services:  
Design; Landscape Architecture

Schedule/Budget Status:  
On schedule/Within budget

##### Falcon Crest Passive Park; City of Palm Desert, CA

Falcon Crest Passive Park is an integral part of an affordable for-sale community developed by the Palm Desert Redevelopment Agency in connection with the City of Palm Desert. Close to shopping, recreational and community services. RGA designed an open grass area, walking paths and tree shaded benches to lend a feeling of peacefulness in the middle of the 93-unit development.

MSA Consulting, Inc. performed all professional civil design engineering and survey services for this affordable housing project on behalf of the Palm Desert Redevelopment Agency. A showcase for Palm Desert's solid commitment to quality affordable housing for its residents, the project's design received the 2008 Best in American Living Award in the HUD Secretary's Award for excellence category from the National Association of Home Builders and Professional Builder Magazine. This centrally-located neighborhood for low and moderate-income families established safe and comfortable affordable housing with a blend of for-sale single family homes. The \$28 million Energy Star community features building integrated rooftop photovoltaics designed to substantially cut homeowners' electrical bills, sustainable xeriscape design utilizing native plants, and universal design elements allowing multigenerational families to age in place.

Project Description:  
Falcon Crest Passive Park

Agency/Client:  
City of Palm Desert; Palm Desert  
Redevelopment Agency

Services:  
Design; Landscape Architecture

Schedule/Budget Status:  
On schedule/Within budget

### **Demuth Park; City of Palm Springs, CA**

The City of Palm Springs hosts annual Little League playoffs at



Demuth Park and needed an additional restroom facility and concession stand for the playoffs and similar events. IDC designed a split-rock masonry building to withstand the high-traffic demands.

**Project Description:**  
Demuth Park Concession Stand & Restroom Facilities

**Agency/Client:**  
City of Palm Springs

**Services:**  
Building Architecture

**Schedule/Budget Status:**  
On schedule/Within budget

### **Whitewater Park; City of Rancho Mirage, CA**



Dedicated in January of 1983, Whitewater Park was the City's first park and was built on seven acres of land adjoining the Whitewater Wash and the equestrian trail. RGS teamed with the Architect in laying out four lighted tennis courts, two basketball

**Project Description:**  
Whitewater Park

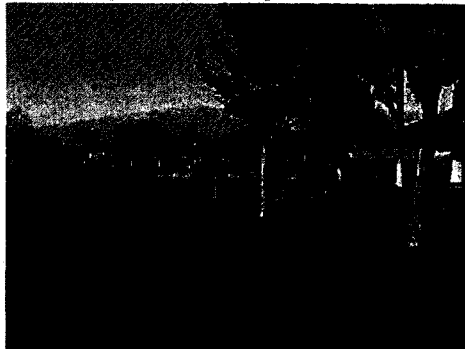
**Agency/Client:**  
City of Rancho Mirage

**Services:**  
Landscape Architecture

**Schedule/Budget Status:**  
On schedule/Within budget

courts, two racquetball/handball courts, an informal play field, picnic facilities, children's playground, life-sized fire engine, water feature, recycling drop-off location, and walking paths with a fitness circuit.

### **Century Park; City of Cathedral City, CA**



RGA designed this 5-acre park, which includes a baseball field, open grass areas, tennis court, tot lot, group pavilion, medium size pavilions, and restrooms.

**Project Description:**  
Century Park

**Agency/Client:**  
City of Cathedral City

**Services:**  
Landscape Architecture

**Schedule/Budget Status:**  
On schedule/Under budget

### **Second Street Park (renovation); City of Cathedral City, CA**



A small neighborhood based park in Cathedral City's downtown core area, and within walking distance of the Civic Center, Pickford and Imax Theaters and downtown shopping and restaurants, Second Street Park is

**Project Description:**  
Second Street Park Renovation

**Agency/Client:**  
City of Cathedral City

**Services:**  
Landscape Architecture

**Schedule/Budget Status:**  
On schedule/Within budget

one of Cathedral City's oldest parks. RGA was retained to design an overall plan which refurbished the 2.75 acre park and provided new amenities including two tennis courts, a tot lot, ball field and sand volleyball court.

### **Palm Springs Skate Park; City of Palm Springs, CA**



The City of Palm Springs wanted to respond to the growing needs of the youth of their community and decided to provide their kids with a first class skate park. This

skate park was to be part of the City's very successful municipal swim facility. The project called for reconfiguring the entrans to the swimming pool and combining the admissions functions to the pool and the new skate park. The new admissions and support building were to provide upgraded restroom facilities. Interactive Design was responsible for the overall design, design of the buildings and integration of the skate park and the existing swimming facility. The skating area design was the responsibility of skate board park design consultant.

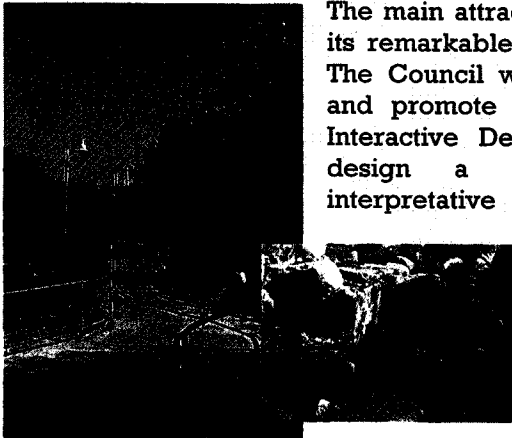
Project Description:  
Palm Springs Skate Park

Agency/Client:  
City of Palm Springs

Services:  
Building Architecture

Schedule/Budget Status:  
On schedule/Within budget

### **Hot Springs Park; City of Desert Hot Springs, CA**



The main attraction for this City is its remarkable hot mineral water. The Council wanted to celebrate and promote the hot water and Interactive Design was hired to design a linear park for interpretative and promotional purposes. The final design tells a story about water in the desert in a number of water features – a natural palm oasis similar to those that exist in many canyons in the Coachella Valley, a seismic fault displaying the

uplifted strata one would find beneath the surface of the earth and a formal urban fountain at the main intersection bordering the south edge of the park.

Project Description:  
Hot Springs Park

Agency/Client:  
City of Desert Hot Springs

Services:  
Building Architecture

Schedule/Budget Status:  
On schedule/Within budget

### **University Neighborhood Park; City of Palm Desert, CA**

RGA designed this 2.5 acre park which includes a children's playground, basketball court, open grass area, picnic pavilions, restrooms, community garden and walking paths.

Project Description:  
University Neighborhood Park

Agency/Client:  
City of Palm Desert

Services:  
Landscape Architecture

Schedule/Budget Status:  
On schedule/Within budget

### Jack Smith Park; City of Needles, CA

RGA was retained in 2003 to upgrade this existing 11.16-acre park on the Colorado River. The park has a marina and launch area, open grass play areas, picnicking and BBQ facilities.

Project Description:  
Jack Smith Park

Agency/Client:  
City of Needles

Services:  
Landscape Architecture

Schedule/Budget Status:  
On schedule/Within budget

### Seasons Park; City of La Quinta, CA



RGA designed the half acre Seasons Park in conjunction with the City of La Quinta and a private developer.

Amenities include a tot lot, open space lawn area and walking paths.

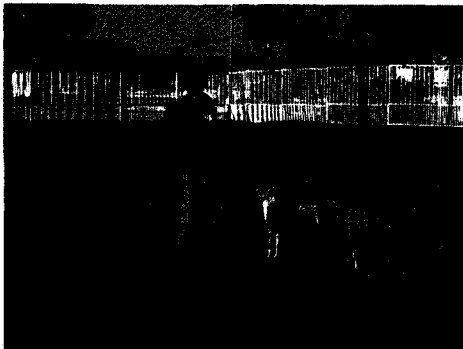
Project Description:  
Seasons Park

Agency/Client:  
City of La Quinta

Services:  
Landscape Architecture

Schedule/Budget Status:  
On schedule/Within budget

### University Dog Park; City of Palm Desert, CA



In conjunction with the City of Palm Desert and a private developer, RGA designed this 2.4-acre park with separate areas for small and large dogs. Completed in October 2008, the park includes picnic pavilions, drinking fountains and restrooms for humans.

Project Description:  
University Dog Park

Agency/Client:  
City of Palm Desert

Services:  
Landscape Architecture

Schedule/Budget Status:  
On schedule/Within budget

### Cathedral City Fountain of Life & Town Square



The Fountain of Life is the heart of Town Square. The overriding theme is the spiral – a symbol of continuous rebirth and ever-upward rejuvenation – the very essence of the process Cathedral

City has undertaken throughout its downtown. The fountain is dignified yet playful and respectfully consistent with the classicism of the new City Hall. Its water spouts, spits, spins, sprays, gurgles and whirls from twelve different sources – classical columns, clamshells, fish, tortoises, amphora – and more. Each of the elements and the central piece are lovingly covered in mosaic by the fountain's co-creator, Ms. Jennifer Johnson of Jennifer Johnson, Inc. Interactive Design's goal was to create a fountain that was civic in scale and stature, but gleeful in its invitation to frolic in the water. There is no pool or basin barrier so people can approach and touch every element of the fountain. The ground surface is a rubberized soft-surface used in playgrounds to minimize slips and cushion falls. The great variety of elements and the intricacy and beauty of the mosaics will reward people each time they return to the fountain.

Project Description:  
Cathedral City Fountain of Life & Town Square

Agency/Client:  
City of Cathedral City

Services:  
Building Architecture

Schedule/Budget Status:  
On schedule/Within budget

## Wellsite/Maintenance Buildings

### Trilogy at La Quinta; City of La Quinta, CA

Trilogy at La Quinta is the first active adult community built in the City of La Quinta, developed by J.F. Shea Corporation, the largest family owned, privately held construction company in the United States. The Project, bordered by Avenue 60 and 62, between Monroe Street and Madison Street, consisting of 1,300 residential units and an 18 hole championship golf course. MSA Consulting was the project's technical team coordinator and managed the entire consultant team, pulling together all the work performed by the architects, landscape architects, golf course architect and geotechnical consultant to complete

Project Description:  
Trilogy @ La Quinta

Agency/Client:  
City of La Quinta

Services:  
Design Civil Engineering

Schedule/Budget Status:  
On schedule/Within budget



the golf course, infrastructure and first phase buildings. At the same time, the firm was the owner's liaison with Riverside County and the City of La Quinta and processed the myriad of permits through the multiple departments to keep the project moving forward.

As is often the case, the requirement to install a well and golf course pre-fabricated maintenance buildings and facilities, MSA coordinated a very time sensitive effort that resulted in those facilities being on-line in a timely fashion.

### Desert Willow; City of Palm Desert, CA

MSA served as the Project Civil Engineer for the entire PDRDA Desert Willow project, consisting of two, environmentally acclaimed, 18-hole championship golf courses, clubhouse, maintenance facility and infrastructure. The use of reclaimed water for golf course irrigation and xeriscape for minimal water consumption make this project unique in its sensitivity to the environment. In addition, MSA represented Intrawest on the 600 vacation ownership units

Project Description:  
Desert Willow

Agency/Client:  
City of Palm Desert

Services:  
Civil Engineering Design

Schedule/Budget Status:  
On schedule/Within budget



surrounding the course. Included was a 10,000 s.f. Sales Center and 8,000 s.f. Amenity Building. The firm also performed preliminary engineering on the two Desert Willow hotel sites.

This project, a unique partnership between public and private entities, gave MSA the opportunity to provide Master planning, full service engineering, cost estimating and final design services for the initial \$35 million phase one complex. As the development of the real estate component developed, the firm continued to provide support to both PDRDA and Intrawest.

The firm's role, while serving as the clearinghouse for technical consultants, also included civil design and surveying for all entrance roads, sewer, water and storm drain facilities. The infrastructure was master planned by MSA during the predevelopment effort. Frequent project team meetings with the Section 4 Committee, the staff and the private stakeholders were held during project development.



### Heritage Palms; City of Indio, CA

MSA provided all planning, civil engineering and survey services for this 383-acre master planned golf community.



Along with the engineering for the residential portion, MSA was charged with fast tracking the golf maintenance, canal water turnout and de-sedimentation facilities and a private well for back-up purposes.

Project Description:  
Heritage Palms

Agency/Client:  
City of Indio

Services:  
Civil Engineering Design

Schedule/Budget Status:  
On schedule/Within budget

### Hidden Beaches; Blythe, CA

MSA provided Planning, Survey, and Design services for a mobile home park community including processing entitlements for the



single family subdivision that has since been constructed. The project shares a common point of access on 6<sup>th</sup> Avenue with the Mayflower Park.

Project Description:  
Hidden Beaches

Agency/Client:  
Paul and Carolyn Harris

Services:  
Civil Engineering Design

Schedule/Budget Status:  
On schedule/Within budget

### Escena; City of Palm Springs, CA

MSA and RGA teamed up for planning, engineering and landscape services for this 375 acre master planned residential and golf community. MSA had to fast track the golf and golf maintenance facilities to have them on-line in a



timely fashion to meet critical grassing schedule requirements.

Project Description:  
Escena

Agency/Client:  
City of Palm Springs

Services:  
Civil Engineering Design

Schedule/Budget Status:  
On schedule/Within budget

## **4.2 County of Riverside Projects**

### ***MSA Consulting, Inc.***

- Jacqueline Cochran Regional Airport; Thermal, CA  
Economic Development Agency – County of Riverside
- Roy Wilson Desert Resource Center; Palm Springs, CA  
Facilities Management – County of Riverside
- On-Call Surveying Services  
Transportation Department – County of Riverside
- Street Improvements/San Jacinto Ave from Perris Blvd to E of “G” Street; City of Perris  
Facilities Management, Design and Construction – County of Riverside
- Mesa Verde Water System  
Economic Development Agency – County of Riverside

### ***Interactive Design Corporation***

- Ripley Farm Workers Housing Rehabilitation  
Economic Development Agency – County of Riverside
- Rubidoux Youth Opportunity Center  
Economic Development Agency – County of Riverside
- Rubidoux Boxing Club  
Economic Development Agency – County of Riverside
- Rick Weiss Apartments; Palm Springs, CA  
Economic Development Agency – County of Riverside
- Desert Aids HVAC Systems Upgrade; Palm Springs, CA  
Economic Development Agency – County of Riverside

### ***RGA Landscape Architects***

- Riverside County Landscape Inspection Services
- Riverside County Sheriff Station, Palm Desert
- Public Social Services and District Attorney Family Support Facilities Buildings, Indio
- Riverside County Department of Corrections – Juvenile Hall Facility, Indio

## SECTION V: REFERENCES

### 5.1 Client References

The RCPD is encouraged to contact any of the following references for an assessment of the Team's performance on projects which are representative of our experience in the specific types of services requested:

#### ***MSA Consulting, Inc.***

Name: **Ulrich Sauerbrey, Director of Land Development**  
Location: Hofmann Land Development Company  
51088 Sorrel Court  
Indio, California 92201  
Contact Phone: 760.347.0439  
E-Mail: [usauerbrey@hofmannld.com](mailto:usauerbrey@hofmannld.com)

Name: **Norman Gasman**  
Location: Lennar Homes of California, Inc.  
391 N Main Street, Ste 300  
Corona, California 92880  
Contact Phone: 951.817.3500  
E-Mail: [norm.gasman@lennar.com](mailto:norm.gasman@lennar.com)

Name: **Rudy Acosta, Assistant City Manager/Redevelopment Director**  
Location: City of Desert Hot Springs  
65-950 Pierson Blvd  
Desert Hot Springs, California 92240  
Contact Phone: 760.329.6411  
E-Mail: [racosta@cityofdhs.org](mailto:racosta@cityofdhs.org)

#### ***Interactive Design Corporation***

Name: **Emilio Ramirez, Deputy Director of Housing**  
Location: Riverside County EDA  
1325 Spruce Street, Suite 400  
Riverside, California 92507  
Contact Phone: 951.955.8916  
E-Mail: [emilioramirez@rivcoeda.org](mailto:emilioramirez@rivcoeda.org)

Name: **Michelle Corredato, Program Manager**  
Location: Riverside County EDA  
44-199 Monroe Street, Suite B  
Indio, California 92201  
Contact Phone: 760.863.2552  
E-Mail: [mcorredato@rivcoeda.org](mailto:mcorredato@rivcoeda.org)

Name: **Heidi Marshall, Director**  
Location: Housing Authority of the County of Riverside  
5555 Arlington Avenue, 2<sup>nd</sup> Floor  
Riverside, California 92504  
Contact Phone: 951.343.5402  
E-Mail: [Marcus.fuller@palmsprings-ca.gov](mailto:Marcus.fuller@palmsprings-ca.gov)

Name: **Dale Cook, Community Development Administrator**  
Location: City of Palm Springs  
3200 East Tahquitz Canyon Way  
Palm Springs, California 92262  
Contact Phone: 760.323.8198  
E-Mail: [dalec@ci.palm-springs.ca.us](mailto:dalec@ci.palm-springs.ca.us)

***RGA Landscape Architects***

Name: **Marcus Fuller, Assistant City Engineer**  
Location: City of Palm Springs  
3200 East Tahquitz Canyon Way  
Palm Springs, California 92262  
Contact Phone: 760.322.8253 Ext. 8744  
E-Mail: [Marcus.fuller@palmsprings-ca.gov](mailto:Marcus.fuller@palmsprings-ca.gov)

Name: **Bruce Harry, Director of Public Works**  
Location: City of Rancho Mirage  
69-825 Highway 111  
Rancho Mirage, California 92270  
Contact Phone: 760.770-3224  
E-Mail: [bruceh@ci.rancho-mirage.ca.us](mailto:bruceh@ci.rancho-mirage.ca.us)

Name: **Spencer Knight, Landscape Manager**  
Location: City of Palm Desert  
73-510 Fred Waring Drive  
Palm Desert, California 92260  
Contact Phone: 760.346.0611  
E-Mail: [sknight@ci.palm-desert.ca.us](mailto:sknight@ci.palm-desert.ca.us)

Name: **Les Johnson, Director of Planning**  
Location: City of La Quinta  
78-495 Calle Tampico  
La Quinta, California 92247-1504  
Contact Phone: 760.777-7100  
E-Mail: [lesj@la-quinta.org](mailto:lesj@la-quinta.org)

Name: **Jim Weston, Water Management Specialist**  
Location: Coachella Valley Water District  
75-525 Hovley Lane East  
Palm Desert, California 92260  
Contact Phone: 760.398.2651  
E-Mail: [jweston@cvwd.org](mailto:jweston@cvwd.org)

**Charles C. Munroe III - CPE**

**Name:** Gurdeep Daley, Owner  
**Location:** Construction Cost Consultants  
2007 Wilshire Blvd  
Los Angeles, California 90057  
**Contact Phone:** 213.483.5568

**Name:** Mercy Steenwyk, President  
**Location:** Forensis Group  
3452 E Foothill Blvd, Ste 1160  
Pasadena, California 91107  
**Contact Phone:** 626.795.5000

**Name:** Chris Ball, President  
**Location:** Ball Construction Management  
27811 Avenue Hopkins  
Valencia, California 91355  
**Contact Phone:** 661.254.3357

**Name:** Oleg Zeester, CPE, Vice President  
**Location:** Lenax Construction  
3700 Wilshire Blvd, Ste 560  
Los Angeles, California 90010  
**Contact Phone:** 213.637.9146

## **SECTION VI: PROJECT SCHEDULE**

### **6.1 Project Schedule**

The MSA Team has a proven record of responding to demanding project schedules, realizing the importance of keeping projects on track, meeting proposed schedules and project requirements, and responding favorably to normal and/or accelerated time schedules as requested.

MSA has the resources and the current workload to commit the appropriate personnel to the RCPD to meet a demanding time schedule from start to finish. The work shall begin immediately upon receiving a Notice to Proceed from the RCPD. An MS Project Schedule will be prepared to provide a detailed projected timeline of each project task showing estimated completion dates for deliverables and key milestone dates.

The MSA Team understands the critical timing requirements of this particular project and is confident that the schedule can be met with the proviso stated in the pre-proposal meeting that the Parks Department will assist in helping move the plan check process along. The budget crunch has undoubtedly impacted County Staffing and internal assistance will be critical in meeting the construction deadline. The MSA Team will endeavor to produce quality construction documents and respond quickly to plan check comments.

## **SECTION VII: ADDENDA ACKNOWLEDGEMENT**

### **7.1 Addenda Acknowledgement**

Receipt of Addendum No. 1 and No. 2 to the Request for Qualifications for Design Services for the Phase 2 Improvements at Mayflower Park dated October, 2009 are hereby acknowledged and so stipulated in SOQ Cover Sheet, Section I, 1.1.