

553



**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FROM: Redevelopment Agency

SUBMITTAL DATE:
March 25, 2010

SUBJECT: Architectural Services for the Mauel Family Park Project

RECOMMENDED MOTION: That the Board of Directors:

1. Approve and authorize the Chairman to ratify the First Amendment to the Agreement with RHA Landscape Architect Planners, Inc ("Amendment") for additional design and engineering services; and
2. Delegate authority to the Executive Director of the Redevelopment Agency, or his designee, for amendments up to 10% of the total contract amount.

BACKGROUND: On December 12, 2006, the Redevelopment Agency ("Agency") entered into an agreement with RHA Landscape Architects Planners, Inc., to prepare plans and specifications for a community park on the southwest corner of Tenth Street and Lakeview Avenue in the unincorporated

(continued)

Robert Field

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 4,500	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

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: No

SOURCE OF FUNDS: Interstate 215 Corridor Redevelopment Project Area Capital Improvement Funds – Lakeview/Nuevo Sub-Area	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	

C.E.O. RECOMMENDATION:

APPROVE

Jennifer L. Sargent
BY: Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: April 20, 2010
xc: RDA, OIP, EO, Auditor

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Reviewed by
CPHAM
Deputy Engineering Intendance

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

BACKGROUND: (Continued)

Community of Nuevo. The plans and specifications have moved ahead and are nearing approval by all agencies involved. However, Southern California Edison is requiring a change to the electrical plans which deviates from what they initially were requiring. This requires additional electrical engineering work to change the panel schedules and revise the lighting details.

Additional civil engineering was also required to complete a maintenance plan for the Water Quality Management Plan Handbook which was not included in the scope of services.

This change in scope includes additional design and engineering. The Amendment of \$4,500 will fund these additional services. The total contract amount with RHA Landscape Architects Planners, Inc. will be \$303,840. The Executive Director of the Redevelopment Agency for the County of Riverside, or his designee, will also have authority for amendments up to 10% of the total contract amount or \$30,384.

The term of the original agreement commenced on December 12, 2006, and expired on June 12, 2007. An amendment was not executed at that time. A delay in the project occurred due to the availability of funding for the construction and maintenance of the facility. It is the Agency's desire to now complete the last details of design in order to have the project ready when funding becomes available.

Agency staff recommends that the Board ratify the Amendment.

Attachment:

1. FIRST AMENDMENT TO THE AGREEMENT FOR LANDSCAPE ARCHITECTURAL SERVICES BY AND BETWEEN THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE AND RHA LANDSCAPE ARCHITECTS PLANNERS, INC. FOR THE PROPOSED MAUEL FAMILY PARK PROJECT

1 **FIRST AMENDMENT TO THE AGREEMENT**
2 **FOR LANDSCAPE ARCHITECTURAL SERVICES BY AND BETWEEN**
3 **THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**
4 **AND RHA LANDSCAPE ARCHITECTS PLANNERS, INC.**
5 **FOR THE PROPOSED MAUEL FAMILY PARK PROJECT**

6 **THIS FIRST AMENDMENT TO THE "Agreement for Landscape**
7 **Architectural Services between RHA Landscape Architects Planners, Inc. and the**
8 **Redevelopment Agency for the County of Riverside for Landscape Architectural**
9 **Services"** (the "Amendment") is entered into on this 20th day of
10 April, 2010, by and between the Redevelopment Agency for the County
11 of Riverside, a public body (hereinafter "AGENCY"), and RHA Landscape Architects
12 Planners, Inc. (hereinafter "LANDSCAPE ARCHITECT").

13 **WITNESSETH**

14 **WHEREAS**, the parties entered into the original Agreement on December 12, 2006;
15 and

16 **WHEREAS**, the scope of services required for successful completion of the proposed
17 project has changed; and

18 **WHEREAS**, AGENCY is requesting that the LANDSCAPE ARCHITECT provide for
19 additional services; and

20 **WHEREAS**, the fees for the original agreement were \$299,340; and

21 **WHEREAS**, fees for the additional services total \$4,500; and

22 **NOW, THEREFORE**, in consideration of the foregoing and providing that all
23 other sections not amended remain intact, the parties hereto do hereby agree as
24 follows, effective as of June 13, 2007:

25 **A.** Section II of the original Agreement is hereby amended to read in
26 its entirety as follows:

27 **Section II. SCOPE OF WORK.** The LANDSCAPE ARCHITECT shall perform
28 all services and other activities necessary to design and prepare construction
documents ready to advertise and receive bids for the PROJECT in accordance with

1 the terms of the Agreement dated December 12, 2006 and as outlined in Exhibit "A",
2 attached to the referenced Agreement. This contract is entered into for the purposes of
3 obtaining landscape architectural services and engineering services for the design of
4 the proposed Mauel Family Park in the community of Nuevo. Additional services to be
5 performed by LANDSCAPE ARCHITECT include utility coordination and engineering
6 services as described in Exhibit "A-1", incorporated herein and attached hereto.

7 **B.** Section III, sub-section H of the original agreement is hereby
8 amended to read in its entirety as follows:

9 **Section III.H TIME OF PERFORMANCE.** This agreement shall have a term of
10 five (5) years.

11 **C.** Section IV, sub-section A.1 of the original Agreement is hereby
12 amended and will read in its entirety as follows:

13 **Section IV.A.1 LANDSCAPE ARCHITECTS COMPENSATION.** For the
14 services hereinabove required, the AGENCY shall pay to the LANDSCAPE
15 ARCHITECT, in the manner hereinafter provided, a fee of three hundred and three
16 thousand eight hundred and forty (\$303,840) dollars and shall be paid as provided in
17 paragraph IV.C.1, Payment.

18 **D.** Section IV, sub-section C.1 of the original Agreement is hereby
19 amended and will read in its entirety as follows:

20 **Section IV.C PAYMENT.**

21 1. The AGENCY shall pay the LANDSCAPE ARCHITECT, upon an
22 itemized statement (with backup documentation upon request), for
23 completed and approved services under this Agreement in the
24 various phases.

- 25 a. Preliminary Engineering & Project Start Up -----\$59,050
26 b. Conceptual Design -----\$33,870
27 c. Preliminary Design -----\$37,370
28 d. Construction Documents 50% of lump sum. -----\$63,375

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- e. Construction Documents 100% of lump sum. ----- \$63,375
- f. Meetings. ----- \$5,900
- g. Project management. ----- \$6,600
- h. Reimbursable Expenses----- \$5,000
- i. Additional Work Authorization #1 ----- \$4,500
- j. Construction Administration ----- \$20,800

Invoiced in equal monthly installments from the start of construction.

- k. Close out ----- \$4,000

Invoiced upon acceptance and approval of the following:

Punch list development and monitoring of completion of punch list items; collection of warranties; collection of operation and maintenance manuals; equipment commissioning; operations and security walk through; staff instructions/training (if desired); and preparation of record drawings (As-Builts)

- l. For extra work authorized by the AGENCY, the compensation shall be payable during the month following that in which the work was performed and approved by the AGENCY unless other specific methods of payment have been agreed upon between the parties.

E. Section IV, sub-section B.1.d shall be added and will read in its entirety as follows:

Section IV.B.1.d The Executive Director of the AGENCY is authorized to approve amendments for additional work for up to thirty thousand three hundred and eighty four (\$30,384) dollars.

IN WITNESS HEREOF, the parties hereto have executed this agreement on

1 APR 20 2010

2 (To be filled in by Clerk of the Board)

3
4 **REDEVELOPMENT AGENCY**
5 **FOR THE COUNTY OF RIVERSIDE**

RHA LANDSCAPE ARCHITECTS
PLANNERS, INC.

6 
7 Marion Ashley, Chairman


8 Randy Hlubik, President

9 **APPROVED AS TO FORM:**
10 PAMELA J. WALLS
11 County Counsel

ATTEST:
12 KECIA HARPER-IHEM
13 Clerk of the Board

14  3/29/10
15 Deputy Marsha L. Victor


16 Deputy

EXHIBIT "A-1"



AUTHORIZATION FOR ADDITIONAL WORK

To: **Dominick Lombardi**
EDA
1325 Spruce Street, Suite 400
Riverside, CA 92507

Date: November 5, 2009
Project: EDA - Mael Family Park
RHA Job No: 06174
Authorization No: 03

Dear Dominick,

RHA Landscape Architects-Planners, Inc. has prepared ADDITIONAL WORK AUTHORIZATION NO 3 for the Riverside County EDA Mael Family Park project in Lakeview / Nuevo, in Riverside County. These services are being provided to you in addition to the original contract. You will be invoiced for this work in accordance with the fee schedule below and our hourly rate fee schedule.

A. ADDITIONAL SERVICES SCOPE OF WORK

The following is a description of the additional services which will be provided as part of Additional Work Authorization No. 3:

A.1: ADDITIONAL ELECTRICAL ENGINEERING

- 1) Revise electrical power per Butsko (SCE) plans.
- 2) Revise electrical panel schedules.
- 3) Revise lighting details from 240V to 280V.

A.2: ADDITIONAL CIVIL ENGINEERING

- 1) Preparation of Appendices "I" and "J" for the WQMP Handbook, per request of EDA.

B. ADDITIONAL FEES

Additional services for Additional Work Authorization No. 3 for Mauel Park in Lakeview / Nuevo area are defined as follows:

Reedcorp Engineering - Electrical Engineering	\$	800.00
Additional Reimbursable Fees for Engineer	\$	500.00
Armstrong & Brooks Consulting Engineers	\$	2,000.00
Additional Reimbursable Fees for Engineer	\$	800.00
RHA Additional Project Management	\$	400.00
Total of Additional Fees	\$	4,500.00

This additional work authorization is an addendum to the existing contract. The terms and conditions of the original contract are applicable to this addendum. Subsequent to your review of the above referenced Scope of Services, please sign and return this form to our office so that work efforts may commence. A faxed copy of the signed additional work order is acceptable. Please follow with a hard copy and original signature by mail.

Cordially,
RHA LANDSCAPE ARCHITECTS-PLANNERS, INC.

Authorized by:
**RIVERSIDE COUNTY
ECONOMIC DEVELOPOMENT AGENCY**



David Black, RLA
Project Manager

Date: **11.6.09**

Date: _____

By: _____

Name/Title: _____

1 **AGREEMENT FOR ARCHITECTURAL SERVICES**
2 **BY AND BETWEEN THE REDEVELOPMENT AGENCY**
3 **FOR THE COUNTY OF RIVERSIDE**
4 **AND RHA LANDSCAPE ARCHITECTS PLANNERS, INC.**
5 **FOR THE LAKEVIEW/NUEVO COMMUNITY PARK**
6

7 **THIS AGREEMENT**, is made and entered into this _____ day of _____, 2006,
8 by and between the REDEVELOPMENT AGENCY FOR THE COUNTY OF
9 RIVERSIDE, a public body corporate politic in the State of California, herein referred to
10 as "AGENCY," and RHA LANDSCAPE ARCHITECTS PLANNERS, INC., duly licensed
11 as a Landscape Architect and/or Architectural Professional Corporation under the laws
12 of the State of California, herein referred to as "LANDSCAPE ARCHITECT."

13 **RECITALS**

14 **WHEREAS**, AGENCY is a redevelopment agency duly created, established and
15 authorized to transact business and exercise its powers, all under and pursuant to the
16 provisions of the Community Redevelopment Law which is Part 1 of Division 24 of the
17 California Health and Safety Code (commencing with Section 33000 et seq.); and

18 **WHEREAS**, the County of Riverside and the AGENCY have adopted by
19 Ordinance No. 639, on December 23, 1986, and amended by Ordinance No. 854
20 adopted May 16, 2006, a redevelopment plan for an area within the County of Riverside
21 known as the Lakeview/Nuevo sub-area of the Interstate 215 Corridor Redevelopment
22 Project Area (hereinafter "PROJECT AREA"); and

23 **WHEREAS**, the Interstate 215 Corridor Redevelopment Plan (hereinafter
24 "PLAN") was adopted in order to eliminate blight and revitalize the substandard physical
25 and economic conditions that exist within the PROJECT AREA; and

26 **WHEREAS**, pursuant to Section 33125 of the Health and Safety Code, the
27 AGENCY is authorized to make and execute contracts and other instruments necessary
28 or convenient to the exercise of its powers; and

1 **WHEREAS**, pursuant to Section 33445 of the California Health and Safety Code
2 stipulates that a redevelopment agency may assist in the construction of buildings,
3 facilities, structures, or other improvements that are of benefit to the project area or the
4 immediate neighborhood in which the project is located; and

5 **WHEREAS**, pursuant to CRL 33020(a) of the California Community
6 Redevelopment Law "redevelopment" means to conduct planning, development, and re-
7 planning of all or part of a survey area as may be appropriate and necessary in the
8 interest of general welfare, including recreational and other facilities incidental or
9 appurtenant to them; and

10 **WHEREAS**, the proposed services provided in this Agreement will benefit the
11 PROJECT AREA by providing an ever-growing community with the proper recreational
12 facilities as well as facilitating the elimination of blight as laid out by the PLAN; and

13 **WHEREAS**, the AGENCY has selected LANDSCAPE ARCHITECT to provide
14 services based on their qualifications following an extensive Request For Proposal
15 (RFP), formal design interview, and reference check; and

16 **WHEREAS**, LANDSCAPE ARCHITECT has agreed to provide such services to
17 AGENCY.

18 **NOW, THEREFORE**, in consideration of the mutual covenants contained herein,
19 the parties hereto agree as follows:

- 20 I. DESCRIPTION. The LANDSCAPE ARCHITECT shall render architectural and
21 engineering services to the AGENCY for all identified phases of the project for
22 which the AGENCY shall pay the LANDSCAPE ARCHITECT, all as hereinafter
23 provided, with relation to the design and construction of the park improvements,
24 herein referred to as "PROJECT," described and generally located as follows: At
25 the southwest corner of 10th Street and Lakeview Avenue on APN # 426-180-020
26 & 426-180-021.

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28 //

1 II. SCOPE OF WORK. The LANDSCAPE ARCHITECT shall perform all services
2 and other activities necessary to design and prepare construction documents
3 ready to advertise and receive bids for the PROJECT in accordance with the
4 terms of this Agreement and as outlined in the attached Exhibit "A," incorporated
5 herein and by this reference made part hereof.

6 III. LANDSCAPE ARCHITECT'S SERVICES. The LANDSCAPE ARCHITECT shall
7 render the following services and related services as stipulated in Exhibit "A."

8 A. PRELIMINARY ENGINEERING / PROJECT START: Including holding a
9 pre-design meeting with the AGENCY staff to develop a list of desired
10 park activities/uses, amenities and areas. Proceed with site survey work,
11 initiate soils testing and conduct site analysis. Work under this phase to be
12 completed as set forth in Exhibit "A," incorporated herein and by this
13 reference made part hereof.

14 B. CONCEPTUAL DESIGN: Using the design program criteria established
15 at the pre-design meeting the LANDSCAPE ARCHITECT will develop two
16 (2) conceptual design alternatives for the park. The conceptual
17 alternatives will define the various park amenities, activity areas, park
18 structures, skate park, pathways, open space, fencing, parking and
19 lighting. The LANDSCAPE ARCHITECT will prepare opinions of probable
20 costs for the two (2) alternatives. Meet with AGENCY staff to review the
21 conceptual alternatives.

22 C. PRELIMINARY DESIGN: Using the direction provided by the AGENCY
23 staff, the LANDSCAPE ARCHITECT will develop a preliminary park plan
24 representative of the direction provided by AGENCY staff. The preliminary
25 plan will show placement of park amenities, structures, and materials
26 which are to be used. Supplemental to the preliminary plan, the
27 LANDSCAPE ARCHITECT will prepare an exhibit showing materials,
28 structures, and amenities which are proposed for the park and a list of

1 plant materials with photos will be provided. As part of this segment of
2 work an opinion of probable costs will be prepared. Work under this
3 phase to be completed as set forth in Exhibit "A."

4 D. CONSTRUCTION CONTRACT DOCUMENTS: The LANDSCAPE
5 ARCHITECT and SUB-CONSULTANTS will prepare detailed
6 construction/contract drawings and documents including landscape
7 construction drawings, civil engineering drawings, skate park drawings,
8 electrical engineering, playground development drawings, site structures
9 drawings and all related specifications. Opinions of probable costs will be
10 updated at the 50% completion point of the drawings and at the 100%
11 completion point of the drawings. Prepare detailed construction contract
12 drawings and all related specifications; prepare other necessary contract
13 documents, using forms provided by the AGENCY, to include general
14 conditions and supplementary general conditions, instructions to bidders,
15 form of proposal, agreement, bonds, and notice inviting bids. Working
16 with AGENCY staff, obtain to the extent within the LANDSCAPE
17 ARCHITECT's control required approvals from public agencies. Complete
18 final contract documents and submit them for approval, ready to invite
19 bids, including any recommended alternate bid provisions and period for
20 construction, accompanied in writing with any recommended adjustments
21 in estimated contract price and other budget items and schedule for
22 completion of subsequent phases; recommend time until receipt of bids,
23 and for completion. Work under this phase to be completed as set forth in
24 Exhibit "A."

25 E. BIDDING: Working with AGENCY staff, solicit bids by direct
26 communication with contractors, by means of usual trade publications and
27 through construction bid plan rooms. Reproduce and issue drawings,
28 specifications and other contract documents for bidding purposes; prepare

1 and issue to all prospective bidders any necessary addenda not later than
2 a reasonable period before the time fixed to receive bids, and submit the
3 same for approval of the AGENCY before award of the contract; consult
4 with and make specific recommendations to AGENCY concerning
5 responsibility of bidders and proposed subcontractors and concerning
6 acceptance or rejection of bids and alternate bids; thereafter, give timely
7 notice to AGENCY to issue the "Notice to Proceed" to the contractor to
8 commence construction; promptly investigate requests of contractor for
9 substitution of "equals" and make reports and recommendations to
10 AGENCY.

11 F. CONSTRUCTION: Make weekly visits to the project and provide
12 construction administration services and observation of the work to assist
13 securing completion for conformity with the contract documents including
14 drawings and specifications; without guaranteeing performance by
15 contractors, observe compliance with contract requirements by contractors
16 and promptly notify AGENCY of uncorrected noncompliance, substantial
17 delays and observed deviations from requirements of the contract;
18 perform functions required of the LANDSCAPE ARCHITECT by the terms
19 of this Agreement for Architectural Services; give technical direction to the
20 inspector provided by the AGENCY; interpret drawings and specifications;
21 review and act on reports of results of materials and systems testing
22 arranged for and paid by the AGENCY or contractor as provided in the
23 contract documents; review and accept (or reject) all submittals by the
24 contractor required by the contract documents including shop drawings,
25 products, and data samples for conformance with design concept and
26 contract documents; prepare a color and finish schedule and all revisions
27 thereof; approve material samples for color and finish; recognize the need
28 for, negotiate, prepare and seek timely approval of change orders,

1 specifying therein what, if any, additional time for completion is to be
2 allowed on account thereof; review contractor's applications for payment
3 and recommend certificates for payment, with full or partial withholding
4 where circumstances so indicate; at completion stage, make thorough and
5 complete visual observations of exposed elements, report observed
6 deficiencies and ascertain substantial compliance; thereupon, and not
7 before, promptly report to AGENCY the fact of completion accompanied
8 by notice of completion prepared for execution of AGENCY on form
9 supplied by or acceptable to AGENCY's legal adviser; prepare and make
10 all reports as required for local, state and federal agencies and obtain
11 necessary approvals or other clearances thereon; file with AGENCY any
12 required written warranties submitted by the contractor; and based on
13 LANDSCAPE ARCHITECT's observations during construction, review and
14 report opinion of accuracy and completeness of record drawings and file
15 with AGENCY the record drawings, and specifications prepared by the
16 contractor and for which the contractor assumes sole responsibility for the
17 accuracy and completeness thereof. The LANDSCAPE ARCHITECT
18 shall not have the authority to stop the construction work for any reason.

19 G. GUARANTY PERIOD: Consult with AGENCY's representatives and
20 assist AGENCY in negotiations with contractors and subcontractors with
21 reference to remedying defects of construction or unsatisfactory operation
22 of the complete project or any of its parts for a period of one (1) year after
23 acceptance of the project.

24 H. TIME OF PERFORMANCE: LANDSCAPE ARCHITECT agrees it will
25 diligently and responsibly pursue the performance of the services required
26 of it by this Agreement and will deliver the work product (bid documents)
27 within six (6) months of execution of this Agreement by all parties thereto
28 unless extended upon mutual agreement due to events beyond the direct

1 control of the LANDSCAPE ARCHITECT.

2
3 LANDSCAPE ARCHITECT agrees it will diligently and responsibly pursue
4 the performance of the construction administration phase of the PROJECT
5 within twelve (12) months of bid opening for a total Agreement term of
6 eighteen (18) months, unless extended upon mutual agreement due to
7 events beyond the direct control of the LANDSCAPE ARCHITECT.

8 I. EXTRA WORK: Extra work shall be performed only when requested or
9 approved by the AGENCY in writing, after written notice from the
10 LANDSCAPE ARCHITECT as to the estimated cost thereof. Extra work
11 shall include, but not be limited to:

- 12 1. Prepare planning surveys and special analyses of the AGENCY's
13 needs. In addition to the base requirements of the contract, to
14 clarify requirements of the project when requested by the AGENCY.
- 15 2. Prepare measured drawings of existing construction when required
16 for planning additions or alterations thereto.
- 17 3. Revising previously approved drawings or specifications to
18 accomplish changes ordered by the AGENCY.
- 19 4. Consultation concerning replacement of any work damaged by fire
20 or other cause during construction and furnishing professional
21 services as may be required in connection with the replacement of
22 such work.
- 23 5. Arranging for the work to proceed should the contractor default due
24 to delinquency or insolvency.
- 25 6. Providing contract administration and observation of construction
26 should the original construction contract time be exceeded by sixty
27 (60) days through no fault of the LANDSCAPE ARCHITECT.

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- 1 7. Conducting an observation of the project prior to expiration of the
2 guarantee period and reporting observed discrepancies under
3 guarantees provided by the construction contract, if requested by
4 the AGENCY.
- 5 8. Preparing drawings and/or specifications for correction of defects of
6 construction discovered after completion, or letting contracts or
7 observation of construction thereunder, preparing for or
8 participating in litigation arising out of the construction contract or
9 defects of construction, whether before or after completion, or the
10 enforcement of guarantees or warranties.
- 11 9. Preparation of drawing for remodeling of existing facilities, if
12 applicable.

13 IV. ARCHITECT'S COMPENSATION.

14 A. Determination of Amount

- 15 1. For the services hereinabove required, the AGENCY shall pay to
16 the LANDSCAPE ARCHITECT, in the manner hereinafter provided,
17 a fee of two hundred ninety-nine thousand three hundred and forty
18 dollars (\$299,340) and shall be paid as provided in paragraph IV,C,
19 Payment.
- 20 2. LANDSCAPE ARCHITECT'S fee will not change based upon any
21 construction cost estimate(s) during the progress of the PROJECT,
22 but only for increases in scope of work which will be compensated
23 per the terms outlined below in IV, B, Additional Services.
- 24 3. Authorized reimbursable expenses shall be paid at LANDSCAPE
25 ARCHITECT's cost, plus 15%. Authorized reimbursable expenses
26 are as follows, and shall not exceed five thousand dollars (\$5,000.)
 - 27 a. Expenses for travel outside the Riverside County area
28 provided however, that such travel is authorized in advance

1 by the AGENCY.

2 b. Expenses for postage of drawings and specifications.

3 c. Direct cost of models, renderings, prints, photographs or
4 other reproduction authorized by the AGENCY.

5 B. Additional Services

6 1. Payments for additional services authorized by the Board of
7 Directors shall be made upon acceptance of said services by the
8 Executive Director and in accordance with one of the following as
9 determined by the Executive Director:

10 a. By negotiation between AGENCY and LANDSCAPE
11 ARCHITECT.

12 b. Two and one-half (2-1/2) times direct payroll costs (time of
13 principals, architects and LANDSCAPE ARCHITECT's
14 technical personnel) incurred by the LANDSCAPE
15 ARCHITECT directly engaged in performing additional
16 services.

17
18 The term "direct payroll costs" is defined as gross wages,
19 including legally required applicable taxes (federal, state,
20 social security, unemployment insurance premiums)
21 vacation, sick leave, and health insurance premiums, but
22 shall not include employer contributions to fringe benefits,
23 other insurance premiums, bonus or incentive payments or
24 other employee expenses.

25 c. The LANDSCAPE ARCHITECT shall not be entitled to
26 additional fee for deductive change orders nor shall his fee
27 be reduced due to deductive change orders.

28 2. The compensation herein provided shall be full payment to the

1 LANDSCAPE ARCHITECT for all services rendered and all
2 persons engaged or employed in the performance of this
3 agreement, and no additional payment or reimbursement shall be
4 made therefore or for any travel or other expenses incurred by the
5 LANDSCAPE ARCHITECT or such persons, except as may be
6 specifically provided in writing between the parties.

7 3. No deduction from the LANDSCAPE ARCHITECT's compensation
8 shall be made on account of any sum withheld from a contractor.

9 C. Payment.

10 1. The AGENCY shall pay the LANDSCAPE ARCHITECT, upon an
11 itemized statement (with backup documentation upon request), for
12 completed and approved services under this Agreement in the
13 various phases (See Exhibit "A").

- | | | | |
|----|----|---|----------|
| 14 | a. | Preliminary Engineering and Project Start Up ----- | \$59,050 |
| 15 | b. | Conceptual Design ----- | \$33,870 |
| 16 | c. | Preliminary Design ----- | \$37,370 |
| 17 | d. | Construction Documents 50% of lump sum ----- | \$63,375 |
| 18 | e. | Construction Documents 100% of lump sum ----- | \$63,375 |
| 19 | f. | Meetings----- | \$5,900 |
| 20 | g. | Project Management----- | \$6,600 |
| 21 | h. | Construction Administration ----- | \$20,800 |
| 22 | | Invoiced in equal monthly installments from the start | |
| 23 | | of construction. | |
| 24 | i. | Reimbursable Expenses ----- | \$5,000 |
| 25 | j. | Close Out ----- | \$4,000 |

26 Invoiced upon acceptance and approval of the
27 following:

28 Punch list development and monitoring of completion of

1 punch list items; collection of warranties; collection of
2 operation and maintenance manuals; equipment
3 commissioning; operations and security walk through; staff
4 instructions/training (if desired); and preparation of record
5 drawings (As-Builts).

6 k. For extra work authorized by the AGENCY, the
7 compensation shall be payable during the month following
8 that in which the work was performed and approved by the
9 AGENCY unless other specific methods of payment have
10 been agreed upon between the parties.

11 2. AGENCY agrees that timely payment is a material part of the
12 consideration of this Agreement. The AGENCY shall review
13 submitted invoices and within fourteen (14) calendar days of receipt
14 notify LANDSCAPE ARCHITECT in writing of questions or disputed
15 amounts. Within thirty (30) calendar days from the day the
16 AGENCY receives an invoice, the AGENCY shall make payment of
17 all amounts due, which have not been previously identified as a
18 disputed amount and remain unresolved.

19 V. DUTIES OF LANDSCAPE ARCHITECT

20 A. Upon execution hereof, the LANDSCAPE ARCHITECT shall
21 proceed with the work in accordance with Exhibit "A," each phase
22 shall be approved in writing by the AGENCY, and a Notice to
23 Proceed issued prior to commencing subsequent phases.

24 B. The LANDSCAPE ARCHITECT's work on each phase shall be
25 performed in such manner and form as will to the extent within the
26 control of the LANDSCAPE ARCHITECT receive approval of any
27 local, state or federal agency having jurisdiction to approve the
28 same, and shall furnish all architectural and engineering information

1 and data necessary to meet the requirements of such agency or
2 agencies in order to secure approval to construct the PROJECT or
3 for financial aid in connection therewith, if requested to do so by the
4 AGENCY. However, the LANDSCAPE ARCHITECT shall not be
5 required to sign any documents, no matter by who requested, that
6 would result in the LANDSCAPE ARCHITECT having to certify,
7 guarantee or warrant the existence of conditions whose existence
8 the LANDSCAPE ARCHITECT cannot ascertain.

9 C. If the lowest responsible construction bid for the PROJECT
10 exceeds the adjusted estimated cost of construction by 10%, the
11 LANDSCAPE ARCHITECT shall, upon request from the AGENCY,
12 revise the construction documents, without cost to the AGENCY, so
13 as to bring the cost of the project within said adjusted cost estimate
14 without program alteration and shall prepare the necessary
15 documents to invite further bids, and in a like manner shall furnish
16 revised construction documents in the same manner initially
17 required herein. However, if the AGENCY elects to award a
18 construction contract even though the responsible low bid exceeds
19 the adjusted estimated cost of construction, the LANDSCAPE
20 ARCHITECT's fee shall not be increased.

21 D. The LANDSCAPE ARCHITECT shall obtain, employ or engage all
22 engineers, architects or other individuals or firm necessary to
23 perform the services under this Agreement through all phases of
24 the PROJECT and shall be responsible for their compensation,
25 including, but not limited to, structural engineers, mechanical
26 engineers, electrical engineers, civil engineers, landscape
27 architects, and interior design consultants.

28 //

1 E. The LANDSCAPE ARCHITECT shall deal directly with the duly
2 appointed Project Manager from AGENCY in all matters pertaining
3 to the PROJECT construction.

4 VI. DUTIES OF THE AGENCY.

5 A. The AGENCY shall make available to the LANDSCAPE
6 ARCHITECT all information which may be requested in order to
7 perform the services required under this Agreement, including
8 space requirements, space standards, functions and uses
9 proposed for all proposed occupancies. The LANDSCAPE
10 ARCHITECT may rely upon the accuracy and completeness of all
11 information provided by the AGENCY including, but not limited to,
12 surveys, tests, and reports. The LANDSCAPE ARCHITECT shall
13 advise the AGENCY of any known errors, inconsistencies, or
14 problems they may observe in such information.

15 B. The AGENCY shall pay all fees required by any state or federal
16 AGENCY for filing and checking any of the work of the
17 LANDSCAPE ARCHITECT or LANDSCAPE ARCHITECT's
18 consultants. The AGENCY shall also pay such fees as shall be
19 necessary to secure building and related permits for the work from
20 governmental agencies.

21 C. During such portion of the construction period as the AGENCY
22 deems necessary, the AGENCY shall provide and compensate the
23 building inspectors, who shall provide code interpretation and
24 compliance with the construction documents inspection.

25 D. The AGENCY shall promptly consider and act upon such written
26 requests or recommendations of the LANDSCAPE ARCHITECT as
27 may be necessary to proceed with the progress of construction.

28 //

1 E. The AGENCY agrees that the General Contractor is solely
2 responsible for jobsite safety and warrants that this intent shall be
3 made evident in the agreement between the AGENCY and the
4 General Contractor. The AGENCY also agrees that the AGENCY,
5 LANDSCAPE ARCHITECT and LANDSCAPE ARCHITECT's
6 consultants shall be indemnified and named as additional insured
7 under the General Contractor's General Liability Insurance Policy.

8 VII. DOCUMENTS.

9 A. The AGENCY acknowledges that the LANDSCAPE ARCHITECT's
10 reports, drawings, specifications, field data, field notes, laboratory
11 test data, calculations, estimates and other similar documents are
12 instruments of professional service, not products. Although
13 ownership of such documents normally is retained by the
14 LANDSCAPE ARCHITECT, they nonetheless shall in this instance
15 become upon their creation the property of the AGENCY whether
16 the PROJECT is constructed or not. The AGENCY may use the
17 design documents and the designs depicted in them, without the
18 LANDSCAPE ARCHITECT's consent, in connection with the
19 PROJECT or other AGENCY projects, including, without limitation,
20 future additions, alterations, connections, repairs, information,
21 reference, use or occupancy of the PROJECT(s). Any reuse of the
22 documents by AGENCY without the written consent of the
23 LANDSCAPE ARCHITECT shall be at AGENCY's sole risk and
24 without liability or legal exposure to the LANDSCAPE ARCHITECT,
25 and AGENCY shall indemnify and hold the LANDSCAPE
26 ARCHITECT harmless from any claims or losses arising out of
27 such use of the design documents by the AGENCY.

28 //

1 B. Upon completion of each of the Phases described in Exhibit "A," the
2 LANDSCAPE ARCHITECT shall furnish to the AGENCY six (6)
3 copies of all documents for that phase. Upon approval thereof by
4 the AGENCY, the LANDSCAPE ARCHITECT shall furnish one (1)
5 reproducible set along with a CD in ACAD of construction
6 documents.

7 VIII. INSURANCE: Without limiting or diminishing LANDSCAPE ARCHITECT's
8 obligation to indemnify and hold the AGENCY harmless, LANDSCAPE
9 ARCHITECT shall procure and maintain, or cause to be maintained at its sole
10 cost and expense, the following insurance coverage during the term of this
11 Agreement:

12 a. **Workers' Compensation:**

13 If LANDSCAPE ARCHITECT has employees as defined by the
14 State of California, LANDSCAPE ARCHITECT shall maintain
15 Workers' Compensation Insurance (Coverage A) as prescribed by
16 the laws of the State of California. Policy shall include Employers'
17 Liability (Coverage B) including Occupational Disease with limits
18 not less than one million dollars (\$1,000,000) per person per
19 accident. Policy shall be endorsed to waive subrogation in favor of
20 the AGENCY and, if applicable, provide a Borrowed
21 Servant/Alternate Employer Endorsement.

22 b. **Commercial General Liability:**

23 Commercial General Liability insurance coverage, including, but not
24 limited to, premises liability, contractual liability, products/completed
25 operations if applicable, personal and advertising injury covering
26 claims that arise from or out of LANDSCAPE ARCHITECT's
27 operations, use and management of the premises, or the
28 performance of its obligations hereunder. Policy shall name, by

1 Policy Endorsement, the AGENCY, and the County of Riverside, its
2 Directors, Officers, Special Districts, Board of Supervisors,
3 employees, agents or representatives as Additional Insured. Policy
4 limits shall not be less than two million dollars (\$2,000,000) per
5 occurrence combined single limits. If policy contains a general
6 aggregate limit, it shall apply separately to this Agreement or be no
7 less than two (2) times the occurrence limit. Policy shall also
8 contain coverage for five thousand dollars (\$5,000.) Medical
9 Payments per accident, per person, and Fire Legal Liability in an
10 amount not less than fifty thousand dollars (\$50,000.)

11 c. **Vehicle Liability:**

12 If LANDSCAPE ARCHITECT uses, or causes to be used, any
13 vehicle or mobile equipment in the performance of its obligations
14 under this Agreement, LANDSCAPE ARCHITECT shall maintain
15 liability insurance for all owned, non-owned and hired vehicles in an
16 amount not less than one million dollars (\$1,000,000) per
17 occurrence combined single limit. If policy contains a general
18 aggregate limit, it shall apply separately to this Agreement or be no
19 less than two (2) times the occurrence limit. Policy shall be
20 endorsed to name the AGENCY as Additional Insured.

21 d. **Property (Physical Damage):**

22 All-Risk personal property insurance coverage for the full
23 replacement value of all LANDSCAPE ARCHITECT's equipment,
24 systems, structures and improvements/alterations if any (Care,
25 Custody, and Control of LANDSCAPE ARCHITECT) used on
26 AGENCY or County premises, or used in any way connected with
27 the accomplishment of the work or performance of services under
28 this Agreement.

1 e. **Professional Liability:**

2 LANDSCAPE ARCHITECT shall maintain Professional Liability
3 Insurance providing coverage for performance of work included
4 within this Agreement, with a limit of liability of not less than one
5 million dollars (\$1,000,000) per occurrence and two million dollars
6 (\$2,000,000) annual aggregate. If LANDSCAPE ARCHITECT's
7 Professional Liability Insurance is written on a claims-made basis
8 (Project Specific) rather than an occurrence basis, such insurance
9 shall continue through the term of this Agreement. Upon
10 termination of this Agreement, or the expiration or cancellation of
11 the claims made insurance policy, LANDSCAPE ARCHITECT shall
12 purchase at its sole expense either 1) an Extended Reporting
13 Endorsement (also known as Tail Coverage), or 2) Prior Dates
14 Coverage from a new insurer with a retroactive date back to the
15 date of, or prior to, the inception of this Agreement, or 3)
16 demonstrate through Certificates of Insurance that LANDSCAPE
17 ARCHITECT has maintained continuous coverage with the same or
18 original insurer. Coverage provided under items 1), 2), or 3) will
19 continue for a period of five (5) years beyond the termination of this
20 Agreement.

21 f. **General Insurance Provisions - All lines:**

- 22 (1) Any insurance carrier providing insurance coverage hereunder shall
23 be admitted to the State of California unless waived, in writing, by
24 the County Risk Manager. Carrier(s) shall have an A.M. BEST
25 rating of not less than an A: VIII. Insurance deductibles or self-
26 insured retentions must be declared by the carrier(s), and such
27 deductibles and retentions shall have the prior written consent from
28 the County Risk Manager.

1 (2) Cause its insurance carrier(s) to furnish the AGENCY with either 1)
2 a properly executed original Certificate(s) of Insurance and certified
3 original copies of endorsements effecting coverage as required
4 herein, or 2) if requested to do so in writing by the County Risk
5 Manager, provide original, certified copies of policies including all
6 endorsements and all attachments thereto, showing such insurance
7 is in full force and effect. Except on professional liability policy, the
8 Redevelopment Agency for the County of Riverside, its Directors
9 and Officers, Special Districts, Board of Supervisors, elected
10 officials, employees, agents or representatives are named as
11 Additional Insured. Further, said certificates(s) and policies of
12 insurance shall contain the covenant of the insurance carrier(s) that
13 thirty (30) days written notice shall be given to the AGENCY prior to
14 any material modification, cancellation, expiration or reduction in
15 coverage of such insurance. In the event of a material modification,
16 cancellation, expiration or reduction in coverage, this lease shall
17 terminate forthwith, unless the AGENCY receives, prior to such
18 effective date, another properly executed original Certificate of
19 Insurance and original copies of endorsements or certified original
20 policies, including all endorsements and attachments thereto
21 evidencing coverage set forth herein and the insurance required
22 herein is in full force and effect. **LANDSCAPE ARCHITECT shall**
23 **not commence operations under this Agreement until the**
24 **AGENCY has been furnished original Certificate(s) of**
25 **Insurance and certified original copies of endorsements or**
26 **policies of insurance including all endorsements and any and**
27 **all other attachments as required in this Section. The original**
28 **endorsements for each policy and the Certificate of Insurance**

1 **shall be signed by an individual authorized by the insurance**
2 **carrier to do so, on its behalf.**

3 (3) It is understood and agreed to by the parties hereto and the
4 insurance company(s) that the Certificate(s) of Insurance and
5 policies shall so covenant and shall, except on professional liability
6 policy, be construed as primary, and the AGENCY's insurance
7 and/or deductibles and/or self-insured retentions or self-insured
8 programs shall not be construed as contributory.

9 (4) LANDSCAPE ARCHITECT shall pass down the insurance
10 obligations contained herein to all tiers of subcontractors working
11 under this Agreement.

12 IX. INDEMNITY AND HOLD HARMLESS: The LANDSCAPE ARCHITECT agrees
13 to and shall indemnify and hold harmless the AGENCY, its Districts, Departments
14 and Special Districts, their respective directors, officers, Board of Supervisors,
15 elected and appointed officials, employees, agents and representatives
16 (hereinafter individually and collectively referred to as "Indemnities") from:

17 A. All liability, including, but not limited to, loss, suits, claims, demands,
18 actions, or proceedings to the extent caused by any alleged or actual
19 negligent, reckless or intentional act, error or omission, of LANDSCAPE
20 ARCHITECT, its principals, officers, partners, employees, agents or
21 representatives or any person or organization for whom LANDSCAPE
22 ARCHITECT is responsible, arising out of or from the performance of
23 professional services under this Agreement; and

24 B. All liability, including, but not limited to, loss, suits, damage, claims and
25 demands, based upon any alleged or actual act, error, omission, or
26 occurrence of LANDSCAPE ARCHITECT, its directors, officers, partners,
27 employees, agents or representatives or any person or organization for
28 whom LANDSCAPE ARCHITECT is responsible, arising out of, in

1 connection with, resulting from conditions created by LANDSCAPE
2 ARCHITECT, or caused by the LANDSCAPE ARCHITECT's performance
3 or failure of performance of any work or services, other than professional
4 services covered under Section 'A' above, under this Agreement.

5
6 As respects each and every indemnification herein, LANDSCAPE
7 ARCHITECT shall defend and pay, at its sole expense, all costs and fees
8 including, but not limited to, attorney fees, cost of investigation, and
9 defense and settlements or awards against the AGENCY, its Districts,
10 Special Districts and Departments, their respective directors, officers,
11 Board of Supervisors, elected and appointed officials, employees, agents
12 and representatives.

13
14 With respect to any action or claim subject to indemnification herein by
15 LANDSCAPE ARCHITECT, LANDSCAPE ARCHITECT shall, at sole cost,
16 have the right to use counsel of choice and shall have the right to adjust,
17 settle, or compromise any such action or claim without the prior consent of
18 AGENCY; provided, however, that any such adjustment, settlement or
19 compromise in no manner whatsoever limits or circumscribes
20 LANDSCAPE ARCHITECT's indemnification to Indemnities as set forth
21 herein.

22
23 LANDSCAPE ARCHITECT's obligation hereunder shall be satisfied when
24 LANDSCAPE ARCHITECT has provided to Indemnities the appropriate
25 form of dismissal relieving Indemnities from any liability for the action or
26 claim involved.

27
28 The specified insurance limits required in this Agreement shall in no way

1 limit or circumscribe LANDSCAPE ARCHITECT's obligations to indemnify
2 and hold harmless Indemnities from third-party claims.

3
4 In the event there is conflict between this clause and California Civil Code
5 Section 2782, this clause shall be interpreted to comply with Civil Code
6 2782. Such interpretation shall not relieve the LANDSCAPE ARCHITECT
7 from indemnifying the AGENCY to the fullest extent allowed by law.

8 X. TERMINATION.

9 A. The AGENCY shall have the right to terminate this Agreement at any time,
10 with or without cause, upon thirty (30) days prior written notice. Upon
11 receipt of notice, the LANDSCAPE ARCHITECT shall immediately
12 discontinue work and cancel all outstanding commitments for material,
13 equipment or subcontractors that may be cancelled without undue cost.
14 LANDSCAPE ARCHITECT shall notify AGENCY of commitments that
15 cannot be cancelled without undue cost, and AGENCY shall have the right
16 to determine the best course of action. Subject to compliance with the
17 foregoing and all other provisions of this Agreement, AGENCY shall pay to
18 LANDSCAPE ARCHITECT reasonable and proper termination charges
19 which shall not include anticipated profit. AGENCY shall be entitled to all
20 material specifically accumulated for the work and included in the above
21 costs. The AGENCY shall further compensate LANDSCAPE ARCHITECT
22 for actual services performed in accordance with this Agreement, through
23 the date of termination. LANDSCAPE ARCHITECT shall provide
24 documentation deemed adequate by AGENCY to show the services
25 actually completed and cost incurred by LANDSCAPE ARCHITECT.

26 B. This Agreement may be terminated by either the LANDSCAPE
27 ARCHITECT or the AGENCY upon written notice to the other party in the
28 event of substantial failure of performance by the other party. AGENCY

1 may terminate with or without cause, or upon election to abandon or
2 indefinitely postpone the project, upon thirty (30) days written notice. In
3 the event the AGENCY terminates without cause, or elects to abandon or
4 indefinitely postpone the project and gives notice of termination, the
5 AGENCY shall make a lump-sum payment for all services performed to
6 date of written notice, a total amount which bears the same ratio to the
7 total maximum fee otherwise payable under this Agreement as the
8 services actually performed bear to the total services necessary for
9 performance of this Agreement.

10 C. Notwithstanding any of the provisions of this Agreement, the LANDSCAPE
11 ARCHITECT's rights under this Agreement shall terminate (except for fees
12 accrued prior to the date of termination) upon the LANDSCAPE
13 ARCHITECT's bankruptcy, or in the event of fraud, dishonesty, or willful or
14 material breach of this Agreement by the LANDSCAPE ARCHITECT or at
15 AGENCY's election, in the event of the LANDSCAPE ARCHITECT's
16 unwillingness or inability for any reason whatsoever to perform the duties
17 hereunder. In such event, the LANDSCAPE ARCHITECT shall be entitled
18 to no further compensation under this Agreement except for services
19 actually rendered, it being the intent that the LANDSCAPE ARCHITECT
20 shall be paid as specified only during such period that the LANDSCAPE
21 ARCHITECT shall, in fact, perform the duties hereunder.

22 XI. MISCELLANEOUS PROVISIONS.

23 A. Unless otherwise required by the AGENCY prior to commencement of the
24 work , the construction documents shall be prepared so that all of the work
25 on the PROJECT will be executed under a single construction contract,
26 but the AGENCY may request the LANDSCAPE ARCHITECT to provide
27 for one (1) or more alternate proposals whereby a reasonably severable
28 portion or portions of the project may be bid as additive alternates in the

1 event the AGENCY requests that any portion of the work be bid as
2 additive alternates. The LANDSCAPE ARCHITECT shall not be entitled
3 to any extra compensation for such work. If the additive alternates are let
4 as separate construction contracts, the AGENCY and the LANDSCAPE
5 ARCHITECT shall agree on the nature and extent thereof, and additional
6 services, if any, will be authorized the LANDSCAPE ARCHITECT in
7 connection therewith.

8 B. The LANDSCAPE ARCHITECT shall consult with the AGENCY's legal
9 adviser on legal matters affecting the AGENCY in relation to the drawings,
10 specifications and contract documents and the relationship between
11 AGENCY and contractor when requested by the AGENCY. The
12 LANDSCAPE ARCHITECT shall submit for the AGENCY's legal advisers'
13 review, and correction if required, for approval as to legality or form, the
14 contract documents and specifications (but not the drawings in the
15 absence of a request therefore or of any specific legal problem therein),
16 addenda (other than for correction of minor errors or minor omissions in
17 the drawings or specifications), change orders and other documents which
18 may have legal implications or legal consequences to the AGENCY. Such
19 documents shall be submitted in time reasonably to permit their review
20 and advice to the AGENCY before the AGENCY shall act thereon and in
21 sufficient quantity to permit said legal adviser to retain one (1) copy
22 thereof if he so desires.

23 C. The AGENCY's Executive Director or a designated assistant shall
24 represent the AGENCY initially in any informal discussions or conferences
25 with the LANDSCAPE ARCHITECT preliminary to or not requiring the
26 action of the AGENCY's governing body, unless the AGENCY shall
27 designate some other person or persons for that purpose. A written
28 summary of conclusions reached at any such conference will be required

1 of the LANDSCAPE ARCHITECT by the AGENCY.

2 D. This Agreement shall not be assignable by the LANDSCAPE ARCHITECT
3 as to any rights or duties there under without the prior written consent of
4 the AGENCY, and any assignment attempted in violation of this provision,
5 or any involuntary assignment, shall give the AGENCY cause to terminate
6 and cancel this Agreement the same as for a breach thereof. In other
7 respects, this Agreement shall be binding upon and inure to the benefit of
8 the successors and assigns of the respective parties.

9 E. Any notice or communication under this Agreement shall be transmitted to
10 the AGENCY's Executive Director or a designated representative and to
11 the LANDSCAPE ARCHITECT at the following address:

12 **AGENCY**

13 Dominick Lombardi, Project Manager
14 Redevelopment Agency
15 for the County of Riverside
16 P.O. Box 1180
17 Riverside, CA 92502
18 (951) 955-8916
19 (951) 955-6686 fax
20 dlombardi@rivcoeda.org

ARCHITECT

Todd Bagley, Principal
RHA Landscape Architects
Planners, Inc.
6216 Brockton Avenue, Suite 212
Riverside, CA 92506
(951) 781-1930
(951) 686-8091
RHA@RHALA.COM

19 F. Release of Information to the Public: The LANDSCAPE ARCHITECT
20 shall consider all information regarding the PROJECT as confidential
21 information. Any request for information from others shall be directed to
22 the AGENCY.

23 G. The following shall apply to all construction change orders:

- 24 1. Work performed by the LANDSCAPE ARCHITECT or his
25 consultants to clarify or explain a detail or condition in the drawing
26 and/or specifications will be considered an element of
27 LANDSCAPE ARCHITECT's services, and no payment for extra
28 services will be made.

1 2. For other change orders required by the AGENCY, the
2 LANDSCAPE ARCHITECT shall be paid in accordance with the
3 provisions of section for Extra Work for the cost for the services
4 performed, regardless of an additive or deductive price for the
5 change order.

6 H. Construction Period Site Visits/Communication:

7 It is the intention of the AGENCY to schedule weekly job-site visits. There
8 may be occasions when fewer will suffice. There may be occasions where
9 more will be required. The LANDSCAPE ARCHITECT agrees either to be
10 in attendance at these meetings or alternatively to have architectural
11 consultants and/or those other consultants considered being appropriate
12 in attendance.

13
14 The LANDSCAPE ARCHITECT shall be allowed the option of providing
15 on-site services in lieu of in-office services for the express purpose of
16 expediting the interpretation of drawings, processing of shop drawings and
17 processing of clarification requests. The additional on-site time shall not
18 be interpreted by the parties as any increased responsibility for actual
19 construction observation.

20 I. Jurisdiction/Venue/Attorneys' Fees:

21 The laws of the State of California will govern the validity of this
22 Agreement, its interpretation and performance. Litigation arising from this
23 Agreement shall be brought in California Courts. The prevailing party will
24 be entitled to recovery of all reasonable costs incurred, including staff
25 time, court costs, attorneys' fees and other related expenses.

26 J. Hazardous Materials:

27 It is acknowledged by both parties that the LANDSCAPE ARCHITECT's
28 scope of services does not include any services related to asbestos or

1 hazardous or toxic materials. In the event the LANDSCAPE
2 ARCHITECT or any other party encounters asbestos or hazardous or toxic
3 materials at the jobsite, or should it become known in any way that such
4 materials may be present at the jobsite or any adjacent areas that may
5 affect the performance of the LANDSCAPE ARCHITECT's services, the
6 LANDSCAPE ARCHITECT may, at the LANDSCAPE ARCHITECT's
7 option and without liability for consequential or any other damages,
8 suspend performance of services on the project until the AGENCY retains
9 appropriate specialist consultants or contractors to identify, abate and/or
10 remove the asbestos or hazardous or toxic materials, and warrant that the
11 jobsite is in full compliance with applicable laws and regulations.

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1 IN WITNESS HEREOF, the parties hereto have executed this Agreement on
2 DEC 1 2 2006

3 (To be filled in by Clerk of the Board)
4
5

6 **ATTEST:**

7 **Nancy Romero**

8 **Clerk of the Board**

9
10 **By** *[Signature]*

11 **Deputy**

12 **Dated** DEC 1 2 2006

13
14
15 **(SEAL)**
16
17

**REDEVELOPMENT AGENCY
FOR THE COUNTY OF
RIVERSIDE**

[Signature]

Bob Buster, Chairman

**RHA LANDSCAPE
ARCHITECTS PLANNERS, INC.**

18
19
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By *[Signature]*

Title *Principal 11/29/06*

APPROVED AS TO FORM:

[Signature], Deputy 11/27/06
Agency Counsel

SECTION ONE: PROJECT APPROACH / SCOPE OF SERVICES

To provide a comprehensive park design we propose the following scope of services:

A. PRELIMINARY DESIGN SERVICES:

1. **Preliminary Engineering:** Preliminary engineering services will include the following:
 - ❖ Base sheet preparation
 - ❖ Field aerial topographic survey
 - ❖ Conceptual grading and site utility plan
2. **Utilities / Services Research:** We will research existing utilities and easements on the site and adjacent to the site and provide an exhibit showing utility and easement locations.
3. **Site analysis and Inventory of Conditions:** The design team will conduct a review of the site to evaluate existing conditions on the site and the adjacent properties. These findings will be summarized on a Site Analysis Plan. The Site Analysis Plan will be presented to the staff when the conceptual plan alternatives are presented.
4. **Pre-design project kickoff meeting:** Prior to the start of design we will meet with agency staff to review the project and share project information. A possible Agenda for this meeting might include the following:
 - ❖ Review project schedule
 - ❖ Discussion of public meeting schedule
 - ❖ Review base sheet data and site analysis
 - ❖ Discuss possible project design elements
5. **Public Meetings/Workshops:** To involve the public in the park design process we propose the following public meeting process:
 - ❖ **Workshop #1 Design Program:** For the first public meeting, working with staff we will conduct a workshop for the citizens neighboring the park site. At this workshop we will display and discuss possible park design elements. The comments of the public will be noted and utilized to formulate the park design program.
 - ❖ **Workshop #2 Conceptual Design Alternatives:** At the second public workshop, working with staff we will present two park design alternatives to the public. Following the presentation of the concepts we will open the meeting for discussion. Public input will be noted to be utilized in the preparation of the preliminary plan.
 - ❖ **Workshop #3 Preliminary Plan:** The public meeting process will culminate in the presentation of the preliminary plan at this public workshop. Again public comments will be noted.
6. **Conceptual Design:** Using the project design criteria gathered at the first public workshop

we will develop two conceptual design alternatives. The concept plans will illustrate proposed placement of site elements and amenities. We will meet with staff and present these concepts for their review and discussion. The conceptual design alternatives will include conceptual alternatives for the skate park feature as well as designated pads in the master plan of the site for future community buildings. We will meet with the staff and present draft conceptual park alternatives. After we have gathered comments from the staff we will revise the concepts for presentation to the public.

7. **Preliminary Design:** Following the first public workshop, with the guidance provided by staff we will refine the conceptual designs to create the preliminary plan. The preliminary plan will be presented to staff for further review and discussion. The preliminary planning process will include the preparation of a cost estimate. Following the review by staff the preliminary plan will be presented at the third public workshop.

B. MEETINGS:

We propose to meet with client at the following times during the design and CD development for the project:

- ❖ Pre-Design kick-off meeting
- ❖ Conceptual design review with staff
- ❖ Preliminary design and cost estimate review with staff
- ❖ Review base sheet refinement
- ❖ Review playground layout and restroom building
- ❖ Review 50% drawings and cost estimate
- ❖ Review 90% drawings and cost estimate
- ❖ Review Bid documents and cost estimate
- ❖ Pre-bid meeting

We will also attend up to three public meetings. We will be available for any additional meetings which the client requests.

C. COST ESTIMATES:

To prepare the cost estimates we will utilize current industry costs for materials and labor. It should be noted that due to current construction demands, materials needs and fuel cost changes that labor and material costs will change from week to week. We will prepare an opinion of probable construction costs at the following junctures in the project:

- ❖ At the time the preliminary plan is prepared
- ❖ When 50% working drawings are complete
- ❖ When the construction drawings have been completed
- ❖ Prior to advertising the project for bid we will update the project opinion of probable costs

D. PROJECT MANAGEMENT:

Through the tenure of the project we will coordinate our services with the sub-consultants working on the project. The efforts of the design team will be reviewed, tracked and monitored regularly during the project. We will provide ongoing communication with the client and consultants.

Plan Processing: We will prepare and provide the necessary documents to the agency for processing through various departments and agencies. At the request of the agency we will assist in plan processing.

E. FINAL DESIGN SERVICES:

1. Working Drawing Base Refinement:

Prior to commencing our efforts to complete the project working drawings we will revise the project base sheet to incorporate staff comments subsequent to reviewing the preliminary plan.

2. Landscape Construction Documents:

- ❖ Site layout plan
- ❖ Site construction plan
- ❖ Construction details
- ❖ Shade structure plan, details and structural calculations
- ❖ Irrigation plan and details
- ❖ Irrigation calculations
- ❖ Planting plan and details

3. Civil Engineering Services:

Working with the project civil engineer the following plans and documents will be prepared:

- ❖ On-site grading and drainage plan
- ❖ Erosion control and storm pollution prevention plan
- ❖ Water quality management plan
- ❖ On-site sewer and water plan
- ❖ Public improvement plan (*Optional Service*)
- ❖ Public right-of-way dedication
- ❖ Project coordination
- ❖ Construction support services (*This segment of work may vary in scope if the design program defined by the RFP should vary*)
- ❖ Preparation of public streetscape improvement plans

4. Utilities Under-grounding:

The underground utility consultant will provide the following services:

- ❖ Research utilities locations and purveyors
- ❖ Prepare utilities relocation plans, details and specifications
- ❖ Submit and coordinate with the various utilities the processing and review of plans
- ❖ Coordinate work with other team members
- ❖ Meet with design team and EDA staff
- ❖ Provide a details cost information which will be incorporated into the project cost estimate

5. Skate Park Designer Services:

The Skate Park Designer will provide the following services:

- ❖ Prepare layout and construction plan
- ❖ Prepare construction plans for grading and drainage
- ❖ Prepare construction details as appropriate for all the above plans
- ❖ Prepare technical specifications
- ❖ Prepare a detailed final cost estimate

6. Playground Planning:

Playground design efforts will include working with a playground manufacturer to design a creative and challenging playground. Plans for the playground will include.

- ❖ Play equipment layout plan
- ❖ Surfacing plan
- ❖ Subsurface drainage plan

7. Restroom Building:

We will work with a restroom building manufacturer to design and construct a turn-key structure for the park site. The restroom manufacturer will provide structural calculations for the restroom building.

8. Electrical Engineering Services:

The electrical engineering services for this project shall include the following:

- ❖ Preparation of electric plans
- ❖ Title 24 lighting compliance
- ❖ Construction support services
- ❖ Structural engineering for parking / walkway lighting poles / footings

- ❖ Building and structures

9. Geotechnical Investigation:

Geotechnical services will include the following:

- ❖ Project set-up and coordination
- ❖ Field exploration
- ❖ Laboratory testing
- ❖ Data analysis and report preparation
- ❖ Construction services
 - Earth work observation and testing during testing
 - Trench backfill observation and testing
 - Inspect concrete installation
 - Inspect masonry construction
 - Laboratory testing of materials

F. **BID DOCUMENT PREPARATION & BIDDING:**

During the bid and construction of the park we will provide the following services:

- ❖ Prepare bid documents and bid schedules
- ❖ Review draft bid documents with EDA staff
- ❖ Advertise project to prospective bidders using green sheets, plan rooms and direct contact
- ❖ Respond to RFI's and questions from bidders
- ❖ In conjunction with EDA Staff conduct a pre-bid meeting
- ❖ Analyze bids and make recommendation to EDA

G. **CONSTRUCTION ADMINISTRATION SERVICES:**

During the bid and construction of the park we will provide the following services:

- ❖ Prepare the project bid schedule and assist with the preparation of bid documents
- ❖ Attend and participate in the pre-bid meeting
- ❖ Attend the bid opening and provide analysis of bids
- ❖ Participate in the pre-construction meeting
- ❖ Provide weekly construction management and review
- ❖ Review submittals and RFI's
- ❖ Provide compaction and materials testing
- ❖ Review contractor invoices and provide payment recommendation
- ❖ Review and correct shop drawings
- ❖ Conduct a punch list inspection and subsequent acceptance review
- ❖ Review and approve record drawings, controller charts and as-built drawings

- ❖ Conduct monthly maintenance inspections
- ❖ Final warranty inspection

Construction Staking Services: Construction Staking will include the following:
(This may vary depending on the design program)

- ❖ Establish project control
- ❖ Rough grading stakes
- ❖ Restroom building stakes
- ❖ Pad and Rough Grade Certification
- ❖ Curb stakes – on site
- ❖ Curb stakes – off site
- ❖ Edge of paving stakes
- ❖ Court and hardscape stakes
- ❖ Sewer and water stakes (on-site and off-site)
- ❖ Storm drain stakes
- ❖ Electrical light standard stakes
- ❖ Trash enclosure

H. OPTIONAL SERVICES:

Additional Electrical Engineering: Additional electrical engineering services which are available upon the request of the client will include the following:

- ❖ Sports lighting
- ❖ Electronic scoreboards
- ❖ Public address systems

I. REIMBURSABLE ITEMS:

When requested reimbursable items, such as the cost of blueprinting, graphic reproduction, plotting, FAX and photo copying, at our direct cost plus 15%. Auto travel at .48 cents per mile.