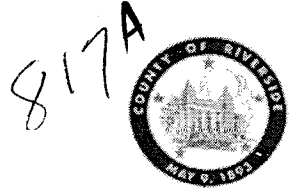


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: TLMA - Transportation Dept.

SUBMITTAL DATE:
March 20, 2014

SUBJECT: On-Call Landscape Architecture Services Contract with the firm Van Dyke Landscape Architects – 3 year contract. Districts - All [\$1,200,000 - Local Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached On-Call Landscape Architecture Services Contract with Van Dyke Landscape Architects; and
2. Authorize the Chairman of the Board of Supervisors to execute the same.
3. Approve the annual contract amount of \$400,000 for FY 2013-14 through FY 2015-16.
4. Authorize the Director of Transportation to approve extensions, as provided for in the contract.

Departmental Concurrence

Patricia Romo

Patricia Romo
Assistant Director of Transportation

Juan C. Perez

Juan C. Perez
Director of Transportation and Land Management

FORM APPROVED COUNTY COUNSEL
BY: *R. B. Clark* 2/26/14
DATE: _____
MARSHAL VICTOR

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 150,000	\$ 400,000	\$ 1,200,000	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS DBF (75%), & L&LMD 89-1-C assessments (15%), Gas Tax (10%). There are no General Funds used in this project.

Budget Adjustment:	NO
For Fiscal Year:	13/14

C.E.O. RECOMMENDATION:

APPROVE
BY: *Tina Grande*
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: April 1, 2014
xc: Transp.

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

Prev. Agn. Ref.: _____ District: ALL Agenda Number: _____

3-12

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

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: On-Call Landscape Architecture Services Contract with the firm Van Dyke Landscape Architects –
3-Year Contract. Districts - All [\$1,200,000]; Local Funds 100%

DATE: March 20, 2014

PAGE: 2 of 3

BACKGROUND:

Summary

The Transportation Department requests the services of an On-Call Landscape Architect to review landscape plans for both on-site and right-of-way (off-site) landscape improvement plans during the Planning Department and Development Review processes. The same firm will be providing landscape construction inspections related to new development and will also provide landscape field inspection for the Landscaping and Lighting Maintenance District 89-1-Consolidated (L&LMD 89-1-C) on an as needed basis.

A Request for Proposal (RFP) was advertised on the Transportation Department's website and sixteen (16) known landscape architect based firms were notified of the RFP. Seven (7) firms submitted written proposals. Five (5) firms were invited to prepare and provide a presentation to the selection committee and answer predetermined questions in an interview-type setting. The interview panel consisted of employees from the Transportation Department and one (1) from Caltrans District 8 Landscape Review Section.

Van Dyke Landscape Architects (VDLA) was ranked as the top firm at the completion of the evaluation process and was selected to provide the on-call services requested. Van Dyke is a full-service landscape architecture firm with extensive knowledge and applicability of Assembly Bill (AB) 1881 (Water Conservation in Landscaping Act of 2006) and Riverside County (County) Ordinance 859.2 (Water Efficient Landscape Requirements Ordinance). Both water ordinances serve to quantify and limit water use for public and private landscapes. VDLA has two (2) Certified Landscape Irrigation Auditors (CLIAs) to perform irrigation audits as outlined in both AB 1881 and County Ordinance 859.2. Through implementation of technology-based irrigation systems and design improvements, the overall landscape product is designed to be healthier and thrive with less use of water and less waste of water.

In addition to overseeing that the water ordinances discussed above are adhered to, VDLA will be responsible for plan checking landscape improvement plans as they relate to on-site landscape improvements under County Ordinance 348, Section 18.12b. VDLA will perform the same function as stated above for landscape improvement plans within the road right-of-way (off-site) areas as they relate to County Ordinance 460, Section 14.1, and County Ordinance 461, Section 24.1.

VDLA will perform landscape construction inspections on-site to insure the projects are installed per approved plans as noted in County Ordinance 348, Section 18.12b.

Impact on Residents and Businesses

This contract with VDLA will assist with the integration of both on-site and right-of-way (off-site) landscape plans to be submitted in the same package, where traditionally plans were submitted to both the Planning Department and the Transportation Department for independent review, respectively. This should provide a cost saving to the development community by minimizing landscape packages being prepared, including printing/plotting costs. This contract will also serve to help assure that County Ordinance 859.2 is met through the plan check process.

SUPPLEMENTAL:

Additional Fiscal Information

It is estimated that 75% of this contract will be funded by Deposit-Based Funds (DBF), and 15% of the contract will be funded by L&LMD 89-1-C assessments for field inspection. The remaining 10% will be Gas-Tax related to project specific minor landscape design, landscape improvements, and/or repairs.

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

FORM 11: On-Call Landscape Architecture Services Contract with the firm Van Dyke Landscape Architects – 3-Year Contract. Districts - All [\$1,200,000]; Local Funds 100%

DATE: March 20, 2014

PAGE: 3 of 3

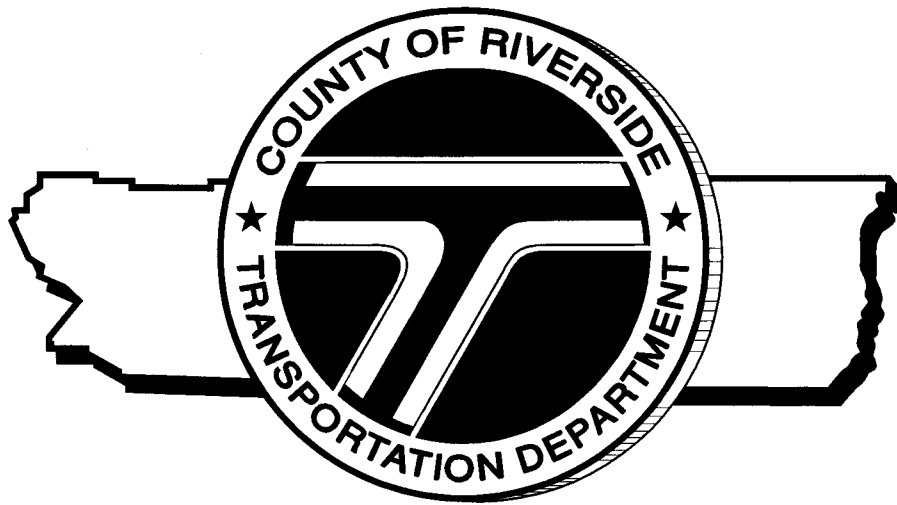
Contract History and Price Reasonableness

This contract is for a three (3)-year term with an option to extend the contract for two (2) additional one (1)-year terms following successful completion of the first three (3) years. All of the employees of Van Dyke Landscape Architects have executed an "Acknowledgement of Independent Contractor Status" form, and the forms are on file with the Transportation Department. This contract is for an annual amount not to exceed \$400,000 annually. The County may terminate the agreement without cause upon thirty (30)-days written notice.

The Transportation Department will also be moving forward with contract awards to David Evans and Associates, Inc. and RGA Landscape Architects as supplemental on-call plan checkers, as needed, as a separate item.

County Counsel has approved the Contract as to form.

ON-CALL LANDSCAPE ARCHITECTURE SERVICES CONTRACT



For

**On-Call Landscape Architecture, Landscape Plan Check, &
Landscape Inspection Services**

Between

COUNTY OF RIVERSIDE • TRANSPORTATION DEPARTMENT

And

Van Dyke Landscape Architects

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**ON-CALL LANDSCAPE ARCHITECTURE, LANDSCAPE PLAN CHECK, AND
LANDSCAPE INSPECTION SERVICES CONTRACT**

COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and Van Dyke Landscape Architects (VDLA), hereinafter referred to as "LANDSCAPE ARCHITECT", located at the following addresses:

<u>COUNTY:</u>	<u>LANDSCAPE ARCHITECT</u>
County of Riverside Transportation Department	Van Dyke Landscape Architects
4080 Lemon Street, 8 th Floor	28581 Front St
Riverside, CA 92502	Temecula, CA 92590-2724

do hereby agree as follows:

ARTICLE I • DESIGNATED CONTACTS

Coordination of LANDSCAPE ARCHITECT and COUNTY activities shall be accomplished through a LANDSCAPE ARCHITECT CONTRACT MANAGER and a COUNTY CONTRACT MANAGER.

The LANDSCAPE ARCHITECT CONTRACT MANAGER for the LANDSCAPE ARCHITECT shall be:

- Mitch Phillippe, Principal, RLA #3781
Van Dyke Landscape Architects

The COUNTY CONTRACT MANAGER for COUNTY will be:

- Mark P. Hughes, Principal Engineering Technician, RCTD
Transportation Planning/Development Review/Plan Check Division/LMD

ARTICLE II • DEFINITION OF WORK ASSIGNMENTS

Services provided under this contract will be performed on an on-call basis to the Riverside County Transportation Department for transportation related work assignments located throughout Riverside County. LANDSCAPE ARCHITECT shall furnish all technical and professional services including labor, material, equipment, transportation, supervision, and expertise to fully and adequately perform the services generally described in Appendix A, Scope of Services, and more specifically described in Work Assignments to be negotiated and executed in the future as services are required. Work Assignments shall be initiated at the request of the COUNTY CONTRACT MANAGER. LANDSCAPE ARCHITECT and/or COUNTY shall prepare a written scope of work and schedule for each Work Assignment. LANDSCAPE ARCHITECT and COUNTY shall negotiate and

1 establish a budget that is consistent with the scope of work and the LANDSCAPE ARCHITECT'S billing rates.
2 Each Work Assignment shall be memorialized in writing and approved by the Director of Transportation and by
3 the LANDSCAPE ARCHITECT CONTRACT MANAGER or authorized designee's. All agents, employees or
4 subcontractors, of LANDSCAPE ARCHITECT doing work for COUNTY shall sign an Independent Contractor
5 Agreement, in a form proscribed by COUNTY, acknowledging their status as independent contractors before
6 commencing any work for COUNTY pursuant to this contract or any Work Assignment. All services and
7 deliverables associated with the performance and accomplishment of the covenants described in approved Work
8 Assignments is hereinafter collectively referred to as the "WORK ASSIGNMENTS".

9 **ARTICLE III • COOPERATIVE AGENCIES**

10 **A. Lead Agency**

11 COUNTY may be working cooperatively with other agencies in the effort to complete WORK
12 ASSIGNMENTS and would generally be designated as the lead agency.

13 **B. Cooperative Agencies**

14 It is common for COUNTY to be working cooperatively with other agencies when performing services of
15 the type that will be performed under this contract. The cooperating agencies will hereinafter be
16 collectively referred to as the "AGENCIES"

17 **C. COUNTY/AGENCIES Standards**

18 All deliverables shall be prepared in accordance with the current COUNTY and AGENCIES practices,
19 regulations, policies, procedures, manuals and standards where applicable. All deliverables are subject
20 to review and approval by COUNTY.

21 **ARTICLE IV • CONDITIONS**

22 **A. Notifications**

23 All notices hereunder and communications regarding interpretation of the terms of this contract and
24 changes thereto shall be effected by the mailing thereof by registered or certified mail, return receipt
25 requested, postage prepaid and addressed to the attention of the LANDSCAPE ARCHITECT
26 CONTRACT MANAGER or the COUNTY CONTRACT MANAGER at the respective addresses provided
27 on page three (3) of this contract.

1 **B. Assignment**

2 Without written consent of COUNTY, this contract is not assignable by LANDSCAPE ARCHITECT either
3 in whole or in part.

4 **C. Subcontracts**

- 5 1. LANDSCAPE ARCHITECT shall perform the services contemplated with resources available within its
6 own organization. No portion of the services pertinent to this contract shall be subcontracted without
7 written authorization by the COUNTY CONTRACT MANAGER, except that which is expressly authorized
8 by this contract or by a specific WORK ASSIGNMENT.
- 9 2. In the event LANDSCAPE ARCHITECT subcontracts any portion of LANDSCAPE ARCHITECT'S duties
10 under this contract, LANDSCAPE ARCHITECT shall require its subcontractors to comply with the terms
11 of this contract in the same manner as required of LANDSCAPE ARCHITECT including, but not limited to;
12 indemnification of the COUNTY, requiring the same insurance of Subcontractors as required of
13 LANDSCAPE ARCHITECT, and having Subcontractor's insurance name the COUNTY as Additional
14 Insured for each type of insurance where this contract requires LANDSCAPE ARCHITECT'S insurance to
15 name COUNTY as Additional Insured.

16 **D. Modifications**

- 17 1. This contract may be amended or modified only by mutual written agreement of the parties. No alteration
18 or variation of the terms of this contract will be valid unless made in writing and signed by the parties
19 hereto and no oral understanding or agreement not incorporated herein, will be binding on any of the
20 parties hereto.
- 21 2. Execution of individual WORK ASSIGNMENTS is authorized under the terms of this contract and is not
22 considered a modification. All WORK ASSIGNMENTS must be approved in writing by the Assistant
23 Director of Transportation and by the LANDSCAPE ARCHITECT CONTRACT MANAGER or authorized
24 designee's.
- 25 3. There shall be no change in the LANDSCAPE ARCHITECT PROJECT MANAGER or key members of
26 the PROJECT team without prior written approval by the COUNTY PROJECT MANAGER.
- 27 4. Modifications to the scope of services authorized under an approved WORK ASSIGNMENT can be

1 authorized by the COUNTY CONTRACT MANAGER for work that is generally consistent with the
2 approved scope of services and does not require funding in excess of the amount approved for the
3 WORK ASSIGNMENT.

- 4 5. Minor modifications are changes that do not substantially affect the Scope of Service. Minor
5 modifications may be: revisions to the timeline set forth in Appendix B "Schedule of Services"; Minor
6 increases in the Standardized Fee Schedule in Appendix C "Budget and Fee Schedule of Services"
7 hourly rate in line with CPI-U for Riverside County at a rate not greater than 3% per a year after
8 completion of the first year; adjustment of mileage rate to current IRS approved rate; the substitution of
9 County forces for any line item of work that was included in the original Scope of Service. All requests for
10 minor modifications must be approved in writing by the COUNTY CONTRACT MANAGER prior to
11 implementing the change.
- 12 6. All modifications that do not fit within the definition of a minor modification to the contract shall be
13 considered a major change and must be approved in writing by the LANDSCAPE ARCHITECT and
14 COUNTY Board of Supervisors prior to implementing the major change.

15 **E. COUNTY Directives**

16 LANDSCAPE ARCHITECT PROJECT MANAGER shall receive contract directions and interpretations as
17 to WORK ASSIGNMENTS from the COUNTY CONTRACT MANAGER.

18 **F. Liability**

- 19 1. LANDSCAPE ARCHITECT has total responsibility for the accuracy and completeness of all plans,
20 estimates, calculations, data, reports, specifications, and/or other documentation prepared under WORK
21 ASSIGNMENTS and shall check all such material accordingly. COUNTY will review all work product
22 deliverables. The responsibility for accuracy and completeness of such items remains solely that of
23 LANDSCAPE ARCHITECT. Neither COUNTY'S review nor approval shall give rise to any liability or
24 responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve LANDSCAPE
25 ARCHITECT of its professional responsibilities or obligations under this contract.
- 26 2. The plans, estimates, calculations, data, reports, specifications, and/or other documentation furnished in
27 accordance with the WORK ASSIGNMENTS shall meet the criteria for acceptance and be a product of

1 neat appearance, well organized, technically and grammatically correct, checked, and having the
2 preparer and checker identified. The minimum standard of appearance, organization and contents shall
3 be of similar types produced by COUNTY and AGENCIES. If any work product submitted is not complete
4 and ready for use by COUNTY, it shall be marked "Draft" or similar designation to indicate it is not ready
5 for use by COUNTY. COUNTY expects that all work product not so designated is ready for use.

- 6 3. The page identifying preparers of engineering reports, the title sheet for calculations, and/or each sheet of
7 plans shall bear the professional seal, certificate number, registration classification, expiration date of the
8 certificate, and signature of the professional(s) responsible for their preparation.
- 9 4. COUNTY and LANDSCAPE ARCHITECT agree that plans, estimates, calculations, data, reports,
10 specifications, documents, and/or other work products prepared by LANDSCAPE ARCHITECT are for the
11 exclusive use of COUNTY and may be used by COUNTY for the project for which they were specifically
12 designed. LANDSCAPE ARCHITECT shall not be responsible for use of such plans, drawings or other
13 work products if used on a different project without the written authorization or approval by LANDSCAPE
14 ARCHITECT.
- 15 5. LANDSCAPE ARCHITECT acknowledges that the plans, estimates, calculations, data, reports,
16 specifications, documents and/or other work products may be used by COUNTY for the intended project
17 regardless of any disputes that may develop between LANDSCAPE ARCHITECT and COUNTY. All
18 plans, estimates, calculations, data, reports, specifications, documents and/or other work products shall
19 be deemed the sole and exclusive property of COUNTY and ownership thereof is irrevocably vested in
20 COUNTY whether the PROJECT is executed or not.
- 21 6. LANDSCAPE ARCHITECT, and the agents and employees of LANDSCAPE ARCHITECT, in the
22 performance of this contract, shall act in an independent capacity as an independent contractor and not
23 as officers, employees, or agents of COUNTY.
- 24 7. LANDSCAPE ARCHITECT has the sole discretion to determine how, when, and where to perform
25 services required to achieve the final result specified in the Scope of Services for the project subject to
26 Project timelines and availability during COUNTY regular operating hours.
- 27 8. LANDSCAPE ARCHITECT has the right to perform services for other clients during the term of this

1 contract as long as such services are not in direct conflict with the services provided to COUNTY.

- 2 9. LANDSCAPE ARCHITECT shall not be entitled to and is not eligible for COUNTY employee benefits,
3 including, but not limited to, medical, dental or vision insurance, life insurance, retirement benefits,
4 vacation or sick pay, or any other benefit or compensation beyond that which is set forth explicitly in this
5 contract.
- 6 10. LANDSCAPE ARCHITECT shall provide and maintain, throughout the term of this contract, their own
7 workspace, tools, equipment and supplies necessary to perform the duties set forth for LANDSCAPE
8 ARCHITECT under this contract. Notwithstanding the foregoing, COUNTY may, at its sole discretion, and
9 with its prior written consent, provide access to COUNTY facilities, offices or meeting rooms during
10 regular business hours for meetings, conferences or other work of LANDSCAPE ARCHITECT.

11 **G. Indemnification and Defense**

- 12 1. The LANDSCAPE ARCHITECT agrees to and shall indemnify and hold harmless the County of Riverside,
13 its Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of
14 Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter
15 individually and collectively referred to as "Indemnitees") from all liability, including, but not limited to loss,
16 suits, claims, demands, actions, or proceedings caused by any alleged or actual negligence,
17 recklessness, willful misconduct, errors or omissions of LANDSCAPE ARCHITECT, its directors, officers,
18 partners, employees, agents or representatives or any person or organization for whom LANDSCAPE
19 ARCHITECT is responsible, arising out of or from the performance of services under this Contract.
- 20 2. LANDSCAPE ARCHITECT further agrees to and shall indemnify and hold harmless the County of
21 Riverside, its Agencies, Districts, Departments and Special Districts, their respective directors, officers,
22 Board of Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter
23 individually and collectively referred to as "Indemnitees") from all liability arising from suits, claims,
24 demands, actions, or proceedings made by agents, employees or subcontractors of LANDSCAPE
25 ARCHITECT for salary, wages, compensation, health benefits, insurance, retirement or any other benefit
26 not explicitly set forth in this contract and arising out of work performed for COUNTY pursuant to this
27 contract or any Work Assignment.

- 1 3. The duty to indemnify does not include loss, suits, claims, demands, actions, or proceedings caused by
2 actual negligence of Indemnitees; however, any actual negligence of Indemnitees will only affect the duty
3 to indemnify for the specific act found to be negligence, and will not preclude a duty to indemnify for any
4 act or omission of LANDSCAPE ARCHITECT.
- 5 4. LANDSCAPE ARCHITECT shall defend and pay, at its sole expense, all costs and fees, including but not
6 limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or
7 proceedings based or alleged to be based on any act or omission of LANDSCAPE ARCHITECT arising
8 out of or from the performance of services under this Contract. The duty to defend applies to any alleged
9 or actual negligence, recklessness, willful misconduct, error or omission of LANDSCAPE ARCHITECT
10 and shall apply whether or not LANDSCAPE ARCHITECT is a party to the lawsuit, and shall apply
11 whether or not LANDSCAPE ARCHITECT is directly liable to the plaintiffs in the lawsuit. The duty to
12 defend applies even if Indemnitees are alleged or found to be actively negligent, unless the act or
13 omission at issue was caused by the sole active negligence of Indemnitees.
- 14 5. The specified insurance provisions and limits required in this Contract shall in no way limit or circumscribe
15 LANDSCAPE ARCHITECT 'S obligations to indemnify and hold harmless Indemnitees from third party
16 claims.
- 17 6. In the event there is conflict between the indemnity and defense provisions and California Civil Code
18 Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil
19 Code sections 2782 and 2782.8.

20 **H. Quality Control**

21 LANDSCAPE ARCHITECT shall implement and maintain the following quality control procedures during
22 the preparation of the plans, estimates, calculations, data, reports, and documentation prepared under
23 this contract. LANDSCAPE ARCHITECT shall have a quality control plan in effect during the entire time
24 services are being performed under the contract. The plan shall establish a process whereby reports are
25 reviewed and calculations are independently checked, plans checked, corrected and back-checked, and
26 all job related correspondence and memoranda routed and received by affected persons and then bound
27 in appropriate job files. Evidence that the quality control plan is functional may be requested by the

1 COUNTY CONTRACT MANAGER. All plans, calculations documents and other items submitted to the
2 COUNTY CONTRACT MANAGER for review shall be marked clearly as being fully checked and that the
3 preparation of the material followed the quality control plan established for the work.

4 **I. Extra Work**

- 5 1. LANDSCAPE ARCHITECT shall not perform Extra Work until receiving written authorization from the
6 COUNTY CONTRACT MANAGER.
- 7 2. In the event that COUNTY directs LANDSCAPE ARCHITECT to provide services constituting Extra Work,
8 COUNTY shall provide extra compensation to the LANDSCAPE ARCHITECT through the approval of a
9 separate WORK ASSIGNMENT package. Allowable compensation for approved extra work will be based
10 on the provisions of the approved WORK ASSIGNMENT.
- 11 3. In the event the extra work exceeds the annual maximum budget amount authorized under the terms of
12 this contract, an amendment to this contract providing for such compensation for Extra Work shall be
13 issued by COUNTY to LANDSCAPE ARCHITECT. Such Amendment shall not be effective until executed
14 by both parties.

15 **J. Disputes**

- 16 1. In the event of a dispute or objection over work requested by COUNTY pursuant to this contract,
17 LANDSCAPE ARCHITECT agrees to first consult with COUNTY PROJECT MANAGER regarding the
18 dispute or objection and to take all appropriate action to protect the interests of COUNTY and the
19 PROJECT, including promptly complying with COUNTY requests when time is of the essence.
- 20 2. Any controversy or claim arising out of or relating to this contract which cannot be resolved by mutual
21 agreement may be settled by arbitration in accordance with the rules of the American Arbitration
22 Association, provided that the parties mutually agree to submit to arbitration.
- 23 3. Neither the pendency of a dispute nor its consideration by arbitration will excuse LANDSCAPE
24 ARCHITECT from full and timely performance in accordance with the terms of the contract.

25 **K. Termination Without Cause**

- 26 1. COUNTY reserves the right to terminate this contract at COUNTY's discretion and without cause, upon
27 thirty (30) calendar days written notice to LANDSCAPE ARCHITECT.

- 1 2. In the event of termination of the Contract, upon demand, LANDSCAPE ARCHITECT shall deliver to
2 COUNTY all plans, estimates, calculations, data, reports, documentation, drawings, specifications, and all
3 other materials and documents prepared by LANDSCAPE ARCHITECT in the performance of this
4 Contract. All such documents and materials shall be property of COUNTY.
- 5 3. In the event that the contract is terminated, LANDSCAPE ARCHITECT is entitled to full payment for all
6 services performed up to the time written notice of contract cancellation is received by LANDSCAPE
7 ARCHITECT. Payment shall be made for services performed to date based upon the percentage ratio
8 that the basic services performed bear to the services contracted for, less payments made to date; plus
9 any amount for authorized, but unpaid, extra work performed and costs incurred.

10 **L. Termination for Lack of Performance**

11 COUNTY may terminate this contract and be relieved of the payment of any consideration to
12 LANDSCAPE ARCHITECT should LANDSCAPE ARCHITECT fail to perform the covenants herein
13 contained at the time and in the manner herein provided. In the event of such termination, COUNTY may
14 proceed with the work in any manner deemed proper by COUNTY. In such event, LANDSCAPE
15 ARCHITECT shall be paid only for work completed and delivered to COUNTY in a timely and successful
16 manner.

17 **M. Insurance**

18 Without limiting or diminishing the LANDSCAPE ARCHITECT obligation to indemnify or hold the COUNTY
19 harmless, LANDSCAPE ARCHITECT shall procure and maintain or cause to be maintained, at its sole cost
20 and expense, the following insurance coverages and shall satisfy the following terms during the term of this
21 contract. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its
22 Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of
23 Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

24 1. Workers' Compensation:

25 If the LANDSCAPE ARCHITECT has employees as defined by the State of California, the LANDSCAPE
26 ARCHITECT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by
27 the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including

1 Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be
2 endorsed to waive subrogation in favor of the County of Riverside

3 2. Commercial General Liability:

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

11 3. Vehicle Liability:

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

17 4. Professional Liability:

18 LANDSCAPE ARCHITECT shall maintain Professional Liability Insurance providing coverage for the
19 LANDSCAPE ARCHITECT's performance of work included within this contract, with a limit of liability of
20 not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If LANDSCAPE
21 ARCHITECT's Professional Liability Insurance is written on a claims made basis rather than an
22 occurrence basis, such insurance shall continue through the term of this contract and LANDSCAPE
23 ARCHITECT shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also,
24 known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the
25 date of, or prior to, the inception of this contract; or 3) demonstrate through Certificates of Insurance that
26 LANDSCAPE ARCHITECT has Maintained continuous coverage with the same or original insurer.
27 Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

1 5. General Insurance Provisions - All lines:

- 2 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of
3 California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements
4 are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a
5 requirement for a particular insurer such waiver is only valid for that specific insurer and only for one
6 policy term.
- 7 b. The LANDSCAPE ARCHITECT must declare its insurance self-insured retention for each coverage
8 required herein. If such self-insured retention exceed \$500,000 per occurrence such retentions shall
9 have the prior written consent of the County Risk Manager before the commencement of operations
10 under this contract. Upon notification of self-insured retention unacceptable to the COUNTY, and at
11 the election of the County's Risk Manager, LANDSCAPE ARCHITECT's carriers shall either; 1)
12 reduce or eliminate such self-insured retention as respect to this contract with the COUNTY, or 2)
13 procure a bond which guarantees payment of losses and related investigations, claims administration,
14 defense costs and expenses.
- 15 c. LANDSCAPE ARCHITECT shall cause their insurance carrier(s) to furnish the County of Riverside
16 with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of
17 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing
18 by the County Risk Manager, provide original Certified copies of policies including all Endorsements
19 and all attachments thereto, showing such insurance is in full force and effect. Further, said
20 Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty
21 (30) days written notice shall be given to the County of Riverside prior to any material modification,
22 cancellation, expiration or reduction in coverage of such insurance. In the event of a material
23 modification, cancellation, expiration, or reduction in coverage, this contract shall terminate forthwith,
24 unless the County of Riverside receives, prior to such effective date, another properly executed
25 original Certificate of Insurance and original copies of endorsements or certified original policies,
26 including all endorsements and attachments thereto evidencing coverage's set forth herein and the
27 insurance required herein is in full force and effect. LANDSCAPE ARCHITECT shall not commence

1 operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified
2 original copies of endorsements and if requested, certified original policies of insurance including all
3 endorsements and any and all other attachments as required in this Section. An individual authorized
4 by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and
5 the Certificate of Insurance.

- 6 d. It is understood and agreed to by the parties hereto that the LANDSCAPE ARCHITECT'S insurance
7 shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or
8 self-insured retention's or self-insured programs shall not be construed as contributory.
- 9 e. If, during the term of this contract or any extension thereof, there is a material change in the scope of
10 services; or, there is a material change in the equipment to be used in the performance of the scope
11 of work; or, the term of this contract, including any extensions thereof, exceeds five (5) years; the
12 COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability
13 required under this contract, if in the County Risk Manager's reasonable judgment, the amount or
14 type of insurance carried by the LANDSCAPE ARCHITECT has become inadequate.
- 15 f. LANDSCAPE ARCHITECT shall pass down the insurance obligations contained herein to all tiers of
16 subcontractors working under this contract.
- 17 g. The insurance requirements contained in this contract may be met with a program(s) of self-insurance
18 acceptable to the COUNTY.
- 19 h. LANDSCAPE ARCHITECT agrees to notify COUNTY of any claim by a third party or any incident or
20 event that may give rise to a claim arising from the performance of this contract.

21 **N. Conflict of Interest**

22 LANDSCAPE ARCHITECT warrants, by execution of this contract, that no person or selling agency has
23 been employed or retained to solicit or secure this contract upon an agreement or understanding for a
24 commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide
25 established commercial or selling agencies maintained by LANDSCAPE ARCHITECT for the purpose of
26 securing business. For breach or violation of this warranty, COUNTY has the right to annul this contract
27 without liability, pay only for the value of the work actually performed, or in its discretion to deduct from

1 the contract price or consideration, or otherwise recover, the full amount of such commission, percentage,
2 brokerage, or contingent fee. LANDSCAPE ARCHITECT may be requested to complete a Conflict of
3 Interest Statement prior to, during, or after execution of this contract. LANDSCAPE ARCHITECT
4 understands that as a condition of this contract LANDSCAPE ARCHITECT agrees to complete the
5 Conflict of Interest Statement when requested to do so by COUNTY.

6 **O. Legal Compliance**

7 LANDSCAPE ARCHITECT shall comply with all Federal, State and local laws, statutes, ordinances, rules
8 and regulations, and the orders and decrees of any courts or administrative bodies or tribunals currently
9 in effect and in any manner affecting the performance of this Contract, including, without limitation,
10 workers' compensation laws and licensing and regulations.

11 **P. Nondiscrimination**

- 12 1. During the performance of this contract, LANDSCAPE ARCHITECT and its Subcontractors shall not
13 unlawfully discriminate against any employee or applicant for employment because of race, religion,
14 color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex.
15 LANDSCAPE ARCHITECT and Subcontractor shall comply with the provisions of the Fair Employment
16 and Housing Act (Government Code, Section 12900 et seq.) and applicable regulations promulgated
17 thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of
18 the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth
19 in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this
20 contract by reference and made a part hereof as if set forth in full. LANDSCAPE ARCHITECT and its
21 Subcontractors shall give written notice of their obligations under this clause to labor organizations with
22 which they have a collective bargaining or other agreement.
- 23 2. LANDSCAPE ARCHITECT will provide all information and reports required by the Regulations, or orders
24 and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other
25 sources of information, and its facilities as may be determined by COUNTY or AGENICIES to be pertinent
26 to ascertain compliance with such Regulations, orders and instructions. Where any information required
27 of LANDSCAPE ARCHITECT is in the exclusive possession of another who fails or refuses to furnish this

1 information, LANDSCAPE ARCHITECT shall so certify to COUNTY, or the Federal Highway
2 Administration as appropriate and shall set forth what efforts he has made to obtain the information.

3 3. In the event of LANDSCAPE ARCHITECT'S noncompliance with the nondiscrimination provisions of this
4 contract, COUNTY shall impose such contract sanctions as it determines to be appropriate, including, but
5 not limited to:

6 • Withholding of payments to LANDSCAPE ARCHITECT under the contract until LANDSCAPE
7 ARCHITECT complies;

8 • Cancellation, termination, or suspension of the contract in whole or in part.

9 4. LANDSCAPE ARCHITECT shall include the nondiscrimination and compliance provisions of this clause in
10 all subcontracts to perform work under this contract.

11 5. LANDSCAPE ARCHITECT shall comply with Title VI of the Civil Rights Act of 1964, as amended.
12 Accordingly, 49 CFR 21 through Appendix H and 23 CFR 710.405(b) are applicable to this contract by
13 reference.

14 **Q. Labor Code and Prevailing Wages**

- 15 1. Certain Classifications of Labor under this contract may be subject to prevailing wage requirements.
- 16 2. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with
17 Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here
18 set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination,
19 penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's
20 compensation insurance and directly effect the method of prosecution of the work by LANDSCAPE
21 ARCHITECT and subject it under certain conditions to penalties and forfeitures. Execution of the contract
22 by the parties constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters
23 which they are required to stipulate as to by the provisions of said Chapter 1, constitutes LANDSCAPE
24 ARCHITECT's certification that he is aware of the provisions of said Chapter 1 and will comply with them
25 and further constitutes LANDSCAPE ARCHITECT's certification as follows: "I am aware of the provisions
26 of Section 3700 of the California Labor Code which require every employer to be insured against liability
27 for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code,

1 and I will comply with such provisions before commencing the performance of the work of this contract.”

- 2 3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem
3 wages applicable to the work, and for holiday and overtime work, including employer payments for health
4 and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have
5 been determined by the Director of the California Department of Industrial Relations. These wages are
6 available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>.
- 7 4. Should a portion of the project contain Federal funding, Federal minimum wages shall be used. The
8 Federal minimum wage rates for this project as determined by the United States Secretary of Labor are
9 available from the U.S Department of Labor, Employment Standards Administration, Wage and Hour
10 Division's Internet website at <http://www.access.gpo.gov/davisbacon>. If there is a difference between the
11 minimum wage rates determined by the Secretary of Labor and the general prevailing wage rates
12 determined by the Director of the California Department of Industrial Relations for similar classifications of
13 labor, the LANDSCAPE ARCHITECT and subcontractors shall pay not less than the higher wage rate.
14 The Department will not accept lower State wage rates determinations. This includes “helper” (or other
15 classifications based on hours of experience) or any other classification not appearing in the Federal
16 wage determinations. Where Federal wage determinations do not contain the State wage rate
17 determination otherwise available for use by the LANDSCAPE ARCHITECT and subcontractors, the
18 LANDSCAPE ARCHITECT and subcontractors shall pay not less than the Federal minimum wage rate
19 which most closely approximates the duties of the employees in question.

20 **R. Review and Inspection**

21 LANDSCAPE ARCHITECT and any Subcontractors shall permit COUNTY and/or AGENCIES to review
22 and inspect contract activities including review and inspection on a daily basis.

23 **S. Record Retention / Audits**

- 24 1. LANDSCAPE ARCHITECT, Subcontractors, and COUNTY shall maintain all books, documents, papers,
25 accounting records, and other evidence pertaining to the performance of the contract, but not limited to,
26 the costs of administering the contract. All parties shall make such materials available at their respective
27 offices at all reasonable times during the contract period and for three years from the date of final

1 payment under the contract or three years from project closeout, whichever is later.

- 2 2. COUNTY, Caltrans, the State Auditor General, FHWA or any duly authorized representative of the
3 Federal Government shall have access to any books, records, and documents of LANDSCAPE
4 ARCHITECT that are pertinent to the contract for audits, examinations, excerpts, and transactions, and
5 copies thereof shall be furnished if requested.

6 **T. Ownership of Data**

7 Ownership and title to all plans, estimates, calculations, data, reports, and documentation produced as
8 part of this contract will automatically be vested in COUNTY and no further agreement will be necessary
9 to transfer ownership to COUNTY.

10 **U. Confidentiality of Data**

- 11 1. All financial, statistical, personal, technical or other data and information which is designated confidential
12 by COUNTY or AGENCIES, and made available to LANDSCAPE ARCHITECT in order to carry out this
13 contract, shall be protected by LANDSCAPE ARCHITECT from unauthorized use and disclosure.
- 14 2. Permission to disclose information on one occasion for a public hearing held by COUNTY or AGENCIES
15 relating to this contract shall not authorize LANDSCAPE ARCHITECT to further disclose such information
16 or disseminate the same on any other occasion.
- 17 3. LANDSCAPE ARCHITECT shall not comment publicly to the press or any other media regarding this
18 contract, including COUNTY or Agencies actions regarding this contract. Communication shall be limited
19 to COUNTY, Agency or LANDSCAPE ARCHITECT's staff that are involved with the project, unless
20 LANDSCAPE ARCHITECT shall be requested by COUNTY to attend a public hearing or respond to
21 questions from a Legislative committee.
- 22 4. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and
23 nondisclosure of the same.
- 24 5. LANDSCAPE ARCHITECT shall not issue any news release or public relations item of any nature
25 whatsoever regarding work performed or to be performed under this contract without prior review of the
26 contents thereof by COUNTY and receipt of COUNTY's written permission.

27 **V. Funding Requirements**

1. All obligations of COUNTY are subject to appropriation of resources by various Federal, State and local agencies. This is inclusive of Deposit-Based Fees (DBF) from development and Landscaping and Lighting Maintenance District 89-1-Consolidated (L&LMD 89-1-C) assessments.
2. This contract is valid and enforceable only if sufficient funds are made available to COUNTY for the purpose of the WORK ASSIGNMENTS. In addition, this contract is subjected to any additional restrictions, limitations, conditions or any statute enacted by Congress, State Legislature or COUNTY that may affect the provisions, terms or funding of this contract in any manner.
3. It is mutually agreed that if sufficient funds for the program are not appropriated, this contract will be amended or terminated to reflect any reduction in funds.

ARTICLE V • PERFORMANCE

A. Performance Period

1. This Contract shall begin upon notification to proceed by the COUNTY PROJECT MANAGER.
2. LANDSCAPE ARCHITECT is advised that any recommendation for contract award is not binding on COUNTY until the proposed contract fully executed and approved by COUNTY.
3. LANDSCAPE ARCHITECT shall perform WORK ASSIGNMENT services in accordance with the provisions set forth in Appendix A, Scope of Services and Appendix B, Schedule of Services, which are attached hereto and incorporated herein by reference.
4. Where LANDSCAPE ARCHITECT is required to prepare and submit plans, estimates, calculations, data, reports, documents, and/or other work products, etc., to COUNTY, these shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to offer comments, prior to final submission.
5. When COUNTY determines that LANDSCAPE ARCHITECT has satisfactorily completed the WORK ASSIGNMENT services, COUNTY may give LANDSCAPE ARCHITECT a written Notice of Final Acceptance. LANDSCAPE ARCHITECT may request a Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all covenants as stipulated in this contract. LANDSCAPE ARCHITECT shall not incur any further costs hereunder unless so specified in the Notice of Final Acceptance.
6. Time is of the essence in this contract.

1 **B. Time Extensions**

- 2 1. Any delay in providing WORK ASSIGNMENT services required by this contract occasioned by causes
3 beyond the control and not due to the fault or negligence of LANDSCAPE ARCHITECT, shall be the
4 reason for granting an extension of time for the completion of the aforesaid work. When such delay
5 occurs, LANDSCAPE ARCHITECT shall promptly notify COUNTY in writing of the cause and of the
6 extent of the delay whereupon COUNTY shall ascertain the facts and the extent of the delay and grant an
7 extension of time for the completion of the work when, in COUNTY's judgment, their findings of fact justify
8 such an extension of time.
- 9 2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not
10 intended to deny LANDSCAPE ARCHITECT its civil legal remedies in the event of a dispute.

11 **C. Reporting Progress**

- 12 1. To ensure understanding and performance of the contract objectives, meetings between COUNTY,
13 AGENCIES, and LANDSCAPE ARCHITECT shall be held as often as deemed necessary. All work
14 objectives, LANDSCAPE ARCHITECT's work schedule, the terms of the contract and any other related
15 issues will be discussed and/or resolved. LANDSCAPE ARCHITECT shall keep minutes of meetings and
16 distribute copies of minutes as appropriate.

17 **D. Evaluation of LANDSCAPE ARCHITECT**

18 LANDSCAPE ARCHITECT performance will be evaluated by COUNTY for future reference.

19 **ARTICLE VI • COMPENSATION**

20 **A. Work Authorization**

21 LANDSCAPE ARCHITECT shall not commence performance of any WORK ASSIGNMENT services until
22 directed by COUNTY CONTRACT MANAGER. No payment will be made prior to approval of this
23 contract and the issuance of a WORK ASSIGNMENT.

24 **B. Basis of Compensation**

- 25 1. WORK ASSIGNMENT services as provided under this contract as described in the Appendix A, Scope of
26 Services and each WORK ASSIGNMENT shall be compensated for as defined in Appendix C, Budget
27 and Fee Schedule of Services, which is attached hereto and incorporated herein by reference. The total

1 annual amount of this contract shall not exceed \$400,000 per year. The term of this contract shall be for
2 three (3) years from the date it is approved by the Board of Supervisors. At the end of the three (3) years,
3 this contract may be renewed annually for two (2) more years upon mutual agreement between COUNTY
4 and LANDSCAPE ARCHITECT. The County of Riverside is not obligated to purchase any specified
5 amount of services. No additional compensation for Extra Work will be paid except upon the issuance of
6 an Extra Work Order by COUNTY.

- 7 2. Prior authorization in writing by the COUNTY CONTRACT MANAGER will be required before
8 LANDSCAPE ARCHITECT enters into any non-budgeted purchase order or subcontract exceeding \$500
9 for supplies, equipment or consultant services. LANDSCAPE ARCHITECT shall provide an evaluation of
10 the necessity or desirability of incurring such costs.
- 11 3. For purchase of any item, service or consulting work not covered in LANDSCAPE ARCHITECT's
12 proposal and exceeding \$500, with prior authorization by the COUNTY CONTRACT MANAGER, three
13 competitive quotations shall be submitted with the request, or the absence of bidding shall be adequately
14 justified.
- 15 4. Any equipment purchased as a result of this contract is subjected to the following: LANDSCAPE
16 ARCHITECT shall maintain an inventory of all nonexpendable property. Nonexpendable property is
17 defined as having a useful life of at least two years and an acquisition cost of \$500 or more. If the
18 purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund
19 or credit. At the conclusion of the contract or if the contract is terminated, LANDSCAPE ARCHITECT
20 may either keep the equipment and credit COUNTY in an amount equal to its fair market value or sell
21 such equipment at the best price obtainable at a public or private sale in accordance with established
22 COUNTY procedures and credit COUNTY in an amount equal to the sales price. If LANDSCAPE
23 ARCHITECT elects to keep the equipment, fair market value shall be determined, at LANDSCAPE
24 ARCHITECT's expense, on the basis of a competent independent appraisal of such equipment.
25 Appraisals shall be obtained from an appraiser mutually agreeable by COUNTY, and LANDSCAPE
26 ARCHITECT. If it is determined to sell the equipment, the terms and conditions of such sale must be
27 approved in advance by COUNTY and AGENCIES.

- 1 5. The consideration to be paid LANDSCAPE ARCHITECT, as provided herein, shall be in compensation for
2 all of LANDSCAPE ARCHITECT's expenses incurred in the performance hereof, including travel and per
3 diem, unless otherwise expressly so provided in Appendix C, Budget and Fee Schedule of Services.
- 4 6. LANDSCAPE ARCHITECT agrees that the Code of Federal Regulations Section 49, Part 18, Uniform
5 Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
6 shall be used to determine the allowability of individual items of cost.
- 7 7. LANDSCAPE ARCHITECT agrees to comply with Federal procedures in accordance with Office of
8 Management and Budget Circular A-102, Uniform Administrative Requirements for Grants-in-Aid to State
9 and Local Governments.
- 10 8. In the event of errors or omissions in any work product, LANDSCAPE ARCHITECT shall perform the
11 necessary engineering services required to correct such errors and omissions without additional charge
12 to COUNTY.

13 **C. Progress Payments**

- 14 1. LANDSCAPE ARCHITECT shall submit monthly invoices for WORK ASSIGNMENT in accordance with
15 Appendix C, Budget & Fee Schedule of Services, and in accordance with COUNTY Engineering Services
16 Invoicing Procedures.
- 17 2. LANDSCAPE ARCHITECT shall submit an invoice each month for services performed during the
18 preceding month. Invoices shall be submitted to the COUNTY PROJECT MANAGER.
- 19 3. Progress payments will be made as promptly as fiscal procedures will permit upon receipt by the
20 COUNTY PROJECT MANAGER of itemized invoices. LANDSCAPE ARCHITECT shall not expect
21 payment any sooner than 30 days after receipt of invoice.


1 **APPROVALS**

3 **COUNTY Approvals**


4 RECOMMENDED FOR APPROVAL:

5  Dated: 3-20-14
6 **JUAN C. PEREZ**
7 Director of Transportation
8 **Patricia Romo**
9 **Assistant Director of Transportation**


8 APPROVED AS TO FORM:

9  Dated: 2/26/14
10 **MARSHA VICTOR**
11 County Counsel

13 APPROVAL BY THE BOARD OF SUPERVISORS:

14  Dated: APR 01 2014
15 **Jeff Stone**
16 Chairman, Riverside County Board of Supervisors

17 ATTEST:

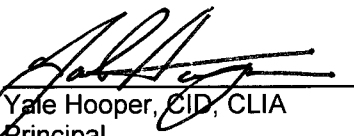
18  Dated: APR 01 2014
19 **KECIA HARPER-IHEM**
20 Clerk of the Board

21 Clerk of the Board (SEAL)

LANDSCAPE ARCHITECT Approvals

LANDSCAPE ARCHITECT:

 Dated: 2/27/14
Mitch Phillippe
Principal, RLA #3781
Van Dyke Landscape Architects

 Dated: 2/27/14
Yale Hooper, CID, CLIA
Principal
Van Dyke Landscape Architects

APPENDIX A • SCOPE OF SERVICES

A. PROJECT DESCRIPTION

The PROJECT shall consist of providing general Landscape Architecture services for the Transportation and Planning Departments, under the Agency umbrella known as the Transportation and Land Management Agency (RCTLMA). Generally the Transportation Department (RCTD) will be the lead department. Plan Check and Inspection Personnel, when requested, are to be available with 48 hours advance notice. The County will reserve the right to refuse Plan Check and Inspection Personnel that have failed to provide satisfactory services.

B. LOCATION

These PROJECT services shall be provided at various locations within Riverside County. Plan Check and Inspection personnel shall report to the requesting COUNTY PROJECT MANAGER at the following location:

- Mark P. Hughes, Principal Engineering Technician, 951-955-6767
4080 Lemon Street, 8th Floor, Riverside, CA. 92501

C. COORDINATION

LANDSCAPE ARCHITECT and their personnel shall coordinate with the COUNTY PROJECT MANAGER and other County personnel as required. LANDSCAPE ARCHITECT's personnel shall report to the requesting COUNTY PROJECT MANAGER if and when the WORK ASSIGNMENT is in the field or within a County Building. County shift hours generally are 7:00am to 5:00pm, Monday thru Friday, with a one-hour lunch, subject to variation for the contractor's work schedule. LANDSCAPE ARCHITECT's personnel shall perform WORK ASSIGNMENT is in the field or within a County Building during the hours noted above. This requirement by no means restricts working hours outside of Landscape Inspection or County Building WORK ASSIGNMENTS. Inspection Personnel shall keep daily logs inclusive of projects visited, mileage, inspection reports, contact information from inspections, and other relevant or requested information as asked by the COUNTY PROJECT MANAGER.

D. LANDSCAPE IMPROVEMENT PLAN CHECKING SERVICES (ONSITE AND OFFSITE, ROW)

- Review, comment, and/or approve Conceptual Landscape Plan. If Concept Landscape Plan requires changes or additional information prior to approval, make comments clear and precise.

- 1 • Review, comment, and/or approve Landscape Plan Cover Sheet and Title Block.
- 2 • Review, comment, and/or approve Landscape Irrigation Plans (per Ord. 348, 460, 461, & 859), IA
- 3 standards, and ET requirements.
- 4 • Review, comment, and/or approve Landscape Planting Plans (per Ord. 348, 460, 461, & 859), WUCOLS
- 5 & Sunset zones, and proper planting location. Review, comment, and/or approve planting in County
- 6 Rights-of-Way.
- 7 • Review, comment, and/or approve Landscape Irrigation Details and Specifications.
- 8 • Review, comment, and/or approve Landscape Planting Details and Specifications.
- 9 • Review, comment, and/or approve and verify Maximum Allowable Water Allowance (MAWA).
- 10 • Review, comment, and/or approve and verify "California Friendly" planting palette.
- 11 • Review, comment, and/or approve and verify plans are aligned with Riverside County TLMA
- 12 Comprehensive Landscape Guidelines and Standards.
- 13 • Review, comment, and verify Maintenance Responsibility.
- 14 • Review, comment, and verify Line of Sight lines, provided by Civil Engineer and checked by Civil
- 15 Engineer
- 16 • Review and comment on consistency with other planned improvements.
- 17 • Review, comment, and/or approve irrigation system designed with velocities less than 5 feet per second
- 18 (FPS) or 7 fps brass/copper.
- 19 • Review, comment, and/or approve irrigation systems designed with greatest efficiency, ease of
- 20 maintenance, and overall maintenance costs.

21 **E. WORK FLOW METHODOLOGY FOR LANDSCAPE IMPROVEMENT PLAN CHECKING**

22 **(ONSITE AND OFFSITE, ROW)**

23 Upon receipt of first submittal documents to be plan checked, and within ten (10) business days,

24 LANDSCAPE ARCHITECT shall:

- 25 1. Review for completeness of submittal. Document any submittal deficiencies and advise the COUNTY as
- 26 necessary. Identify any additional reference materials required for a thorough plan check, such as related
- 27 off-site improvement plans, maintenance issues, approved landscape conceptual plan, studies, or

1 memoranda.

- 2 2. Review project with respect to the relationship between the on- and off-site improvements in order to
3 achieve an understanding of the overall project concept.
- 4 3. Review conditions of approval. Review plan submittal documents for conformance with these conditions.
- 5 4. Compare construction documents against the approved landscape conceptual plan for landscape
6 improvement for tree layout, plant material density, and overall landscape improvement compared to
7 landscape conceptual plan. Compare construction documents against approved landscape conceptual
8 plans and existing approved conditions to verify street widths, sidewalk type and location, trail location
9 and width, right-of-way line, and any identified or other potential discrepancies found within the
10 construction documents or existing approved conditions . Notify COUNTY of any identified or potential
11 discrepancies.
- 12 5. Conduct detailed review of the plans based on the COUNTY's plan check protocol, professional
13 landscape judgment and experience and industry standards. This review includes verification of
14 compliance with County Ordinance 348, 460, 461, 499, and 859. In addition, report studies, and other
15 supporting documentation are reviewed for accuracy and appropriateness.
- 16 6. Perform thorough review of proposed construction material and associated quantity and cost estimates.
17 This step is necessary to establish the basis for project bonding requirements.
- 18 7. Prepare memorandum documenting plan check findings. These findings are then discussed in a plan
19 check review conference held between LANDSCAPE ARCHITECT and COUNTY staff. All review
20 comments are reviewed and modified as required, and formalized into an official review summary for
21 transmittal to the plan originator.
- 22 8. On an as-requested basis, meet with plan originators to discuss and/or clarify plan check comments.
23 The foregoing process applies to review through all plan checks. Subsequent plan checks shall proceed
24 along the following steps:
- 25 1. Upon receipt of resubmitted plans and supporting documents, verify completeness of the submittals,
26 including conformance with requests for supporting or supplemental documentation.
- 27 2. Review any additional materials, reports, studies, etc. requested as part of the preceding plan check(s).

1 for accuracy and completeness. Verify conformance with previous plan check comments.

- 2 3. Respond to any special requests made by COUNTY, e.g., plan check for landscape maintenance by
3 special maintenance district. This type of request typically occurs when a development is condition to
4 enter a maintenance district for on-going landscape maintenance.
- 5 4. Presuming all previous review comments and requests for additional information have been satisfactorily
6 addressed, and no significant changes to the project are anticipated, obtain a final project quantity and
7 cost estimate from the plan originator. Prepare a Recommendation of Approval of the LANDSCAPE
8 ARCHITECT'S estimate, for bonding purposes, to be forwarded to the COUNTY.
- 9 5. Prepare a final approval package with all required supporting documentation. Package shall include a
10 Letter of Recommendation for Approval, and signed "Recommended for Approval" mylar originals, and
11 shall be submitted to the COUNTY for final processing.

12 **F. LANDSCAPE MAINTENANCE FIELD INSPECTION SERVICES (L&LMD)**

- 13 • Irrigation Condition of – Water meter, water meter box, water meter lid; backflow size, backflow condition,
14 backflow cage, backflow cage condition, backflow locked, backflow painted; booster pump, booster pump
15 on, booster pump locked; site pressure overall; controller type, controller locked, controller enclosure
16 locked, Controller on ET; electric meter on, electric meter safe, electric meter locked; low voltage
17 connections good; master valve operational; rain/freeze sensors operational; remote control valves
18 operational, valve boxes clean, valve boxes intact, valve box lids intact; irrigation heads working.
- 19 • NOTE: irrigation damage: overspray, ponding, low head drainage; low site moisture, high site moisture,
20 irrigation on, irrigation off, estimated irrigation efficiency,
- 21 • Planting Condition of – Trees, tree stakes, tree ties, tree tubes, tree trimming, tree count; shrubs healthy,
22 shrubs trimmed to natural stance, groundcover trimmed, vines trimmed; no excess leaves, no excess
23 debris, no excess trimmings; bark mulch condition, weeds; graffiti, trash, litter, dumping; landscape
24 lighting, streetlight lighting; pests, gophers, fungus, disease; illegal signage.
- 25 • Provide an overall maintenance rating (%) and an estimated time frame (calendar days) from last visit by
26 landscape maintenance contractor.

27 **G. WORK FLOW METHODOLOGY FOR LANDSCAPE MAINTENANCE FIELD INSPECTION SERVICES**

1 Upon receipt of request for landscape inspection services, and within three (3) business days, LANDSCAPE
2 ARCHITECT shall:

- 3 1. Physically visit the site and review the site completely. Document any landscape deficiencies and advise
4 the COUNTY as necessary. Identify any additional landscape issues that need to be addressed and
5 advise the COUNTY as necessary.
- 6 2. Conduct detailed review of the irrigation system based on the COUNTY'S landscape standards.
- 7 3. Prepare memorandum/inspection sheet documenting findings and questions. Give the project an overall
8 project rating (%) and an estimated frame (calendar days) from last visit by contractor. These findings are
9 then forwarded within 2 business days to appropriate COUNTY staff.

10 **H. CONSTRUCTION INSPECTION SERVICES**

- 11 • Irrigation Installation of – Water meter, water meter box, water meter lid; backflow size, backflow
12 condition, backflow cage, backflow cage condition, backflow locked, backflow painted; booster pump,
13 booster pump on, booster pump locked; site pressure overall; controller type, controller locked, controller
14 enclosure locked, controller on ET; electric meter on, electric meter safe, electric meter locked; low
15 voltage connections good; master valve operational; rain/freeze sensors operational; valve boxes clean,
16 valve boxes intact, valve box lids intact; irrigation heads working, remote controls valves working.
- 17 • Irrigation Audit performed by CLIA certified by the Irrigation Association (IA) as required by AB1881 and
18 Ord 859.2.
- 19 • Planting Installation of – Trees, tree health, tree stakes, tree ties, tree tubes, tree irrigation, tree trimming,
20 tree count; shrubs, shrub health, shrubs trimmed to natural stance, shrubs irrigated, shrub count;
21 groundcover, groundcover trimmed, groundcover meets erosion control specs for 12".O.C., groundcover
22 irrigation; vine count, vines on trash enclosures, vines on reverse frontage block walls, vines trimmed; no
23 excess leaves, no excess debris, no excess trimmings; bark mulch condition; soil test, soil amendments,
24 soil amendment receipts, proper planting techniques; weeds; graffiti, trash, litter, dumping; landscape
25 lighting, streetlight lighting; pests, gophers, fungus, disease; illegal signage.

26 **I. WORK FLOW METHODOLOGY FOR CONSTRUCTION INSPECTION SERVICES**

27 Upon receipt of request for construction inspection services, and within two (2) business days,

1 LANDSCAPE ARCHITECT shall:

- 2 1. Physically visit the site and review the site completely. Document any landscape deficiencies and advise
3 the COUNTY as necessary. Identify any additional landscape issues that need to be addressed and
4 advise the COUNTY as necessary.
- 5 2. Conduct detailed review of the irrigation system and irrigation installation based on the COUNTY'S
6 landscape standards.
- 7 3. Conduct detailed review of the overall planting plan and planting installation on the COUNTY'S landscape
8 standards.
- 9 4. Prepare memorandum/inspection sheet documenting findings and questions. These findings are then
10 forwarded to the COUNTY within 1 business day or sooner as permits and occupancies will need to be
11 cleared.

12 **J. LANDSCAPE DESIGN SERVICES**

- 13 • Prepare and revise a comprehensive guide for County approved plant lists including: trees, shrubs, vines
14 groundcovers, succulents, and native plants. Includes the preparation of standard details and
15 specifications.
- 16 • Prepare and revise a comprehensive guide for County approved irrigation philosophy including: overhead
17 spray and rotor, low-flow stream rotor, bubbler, drip, and dripline. Includes the preparation of standard
18 details and specifications.
- 19 • Prepare and revise a comprehensive guide for County approved landscape amenities including: thematic
20 fencing, landscape lighting, trails, concrete headers, and other hardscape furnishings.
- 21 • Prepare and revise common landscape practices to adhere to Ord. 859.
- 22 • Prepare landscape conceptual plans, including flow demands and maintenance costs for minor
23 improvements and renovations within the County maintained right-of-way.
- 24 • Prepare solutions for existing right-of-way landscape and irrigation issues.

25 **K. WORK FLOW METHODOLOGY FOR LANDSCAPE DESIGN SERVICES**

26 Upon receipt of request for landscape design services, and within five (5) business days, LANDSCAPE
27 ARCHITECT shall:

1. At COUNTY's request, set up a meeting or conference call, at the County's preference to discuss the landscape design scope.
2. LANDSCAPE ARCHITECT and COUNTY shall come to a mutually agreeable timeframe for LANDSCAPE ARCHITECT to deliver the landscape design product to the COUNTY.
3. LANDSCAPE ARCHITECT shall deliver monthly progress reports to the COUNTY on the Landscape design project, prior to submittal of invoice for said work.
4. LANDSCAPE ARCHITECT shall revise landscape design project until deemed acceptable to the COUNTY.

L. ADMINISTRATION FUNCTIONS

- Intake process of Minor Plot Plan for Landscape Plan Check. Coordinate with Planning and RCTD staff to obtain all necessary information needed to provide the services requested: Conditions, tentative approved project files, street improvements plans, approved landscape concept plan, approved landscape plans, WQMP, etc.
- Review and approve Onsite and Offsite Landscape Plans as required. Plan check comments and memorandum shall be clear and concise; referencing documents online and needed corrections.
- Schedule Landscape Site Inspections per request from Developer. Traditionally there are at least 3 inspections: Pre inspection, Post inspection, and final inspection which is 1 year after post inspection and releases Bonds.
- General landscape consultation services for the L&LMD 89-1-C in regards to: design, design standards, details, specs, landscape inspection, contract administration and other general duties. General landscape consultation services for RCTD in regards to: design, design standards, details, specs, landscape inspection, contract administration and other general duties.
- LMS Administration and documentation of any portion up to all of the items noted above.

M. ASSISTANCE BY LANDSCAPE ARCHITECT DURING REVIEW PERIOD

- LANDSCAPE ARCHITECT shall be responsible for responding to all routine inquiries from developer/developer's engineer and/or landscape architect. LANDSCAPE ARCHITECT shall refer inquiries to COUNTY on standard and/or policy conformance matters.

- LANDSCAPE ARCHITECT shall provide a representative to assist COUNTY staff with the interpretation of documents, when requested, during the review period where the need for such assistance arises from lack of clarity or incompleteness of work.

APPENDIX B • SCHEDULE OF SERVICES

A. TIMELINE FOR PERFORMANCE

- Priority shall be placed on Land Development Committee (LDC) and Development Review requests in order to meet LDC Comment Agenda by deadlines posted in those documents. Fast track LDC items shall be of the highest priority as they have significantly shorter timeframes towards approvals. LANDSCAPE ARCHITECT shall make certain County staff has enough time to enter comments and respond to the County assigned Planner.
- LANDSCAPE ARCHITECT shall complete each assigned review plan check and submit recommendations to COUNTY within ten (10) business days for first submittal, and within five (5) business days for second and subsequent submittals from date of receipt by LANDSCAPE ARCHITECT or alternate date as agreed to by COUNTY, per project schedule.
- LANDSCAPE ARCHITECT shall complete each assigned review plan check and submit recommendation to COUNTY within five (5) business days for Fast Track projects, and within two (2) working days for each additional recheck, per project schedule.
- LANDSCAPE ARCHITECT shall complete each assigned construction inspection service within two (2) business days of receipt of request, per project schedule. LANDSCAPE ARCHITECT shall complete each assigned landscape field inspection service within three (3) business days of receipt of request, per project schedule.
- LANDSCAPE ARCHITECT shall set up a meeting or conference call, at the County's preference, to discuss landscape design services scope within seven (7) business day of receipt of request. LANDSCAPE ARCHITECT and the COUNTY shall come to a mutually agreeable timeframe for completion.
- LANDSCAPE ARCHITECT shall meet at mutually agreeable times with COUNTY to review progress of work, adherence to time schedule, coordination of work, scheduling study or plan reviews and to resolve

any work, scheduling or design review problems that may develop. Within five (5) working days of each meeting, LANDSCAPE ARCHITECT shall prepare a memorandum summarizing the results of the meeting and shall submit it to COUNTY for concurrence.

The project schedule from initial submittal to mylar approval will be dictated by the project applicant team's ability to prepare accurate plans conforming to the County's policies and procedures and addressing items on the Corrections Memo. Consultant's Standard Review turnaround time includes:

Schedule Item	Turnaround Time
Notice - Make Staff Available	48 hours
LDC – Review Concept	50% of Business Days to Due Date
First Submittal	10 business days
Second and Subsequent Submittals	5 business days, respectively
Mylar Review	5 business days
Major Change	10 business days
Additional Submittal Reviews	10 business days
Construction Change	5 business days
Fast Track Case First Submittal	5 business days
Fast Track Subsequent Submittals	2 business days
Landscape Maintenance Field Inspection	3 business days
Construction Inspection	2 business days
Landscape Design Meeting	7 business days
Landscape Design, Final Product	Mutually Agreeable timeframe
Summary Memorandum	5 business days if requested

The first working day commences on the date that LANDSCAPE ARCHITECT receives a complete submittal. Submittals that are deemed not ready for review: lacking submittal requirements or not addressing items on the Corrections Memo will not be considered a complete submittal. Re-design of

elements of the submittal package after the First Submittal Review may constitute a Major Change and require a review in excess of the typical ten (10) business day turnaround. Deviations from the Standard Review turnaround time will be identified with explanation to the County.

APPENDIX C • BUDGET AND FEE SCHEDULE OF SERVICES

On-Call Landscape Architecture Services will be compensated on a Time and Materials basis. The personnel classifications and corresponding agreed-to hourly rates include:

Standardized Fee Schedule – Landscape Architect Services		
Personnel Classification	Hourly Rate	Mileage
Principal – per hour	\$ 170.00	YES
Construction Administration - per hour	\$ 150.00	YES
On-Call Plan Checker – per hour	\$ 140.00	NO
Project Manager – per hour	\$ 130.00	YES
Landscape Field Inspection – per hour	\$ 130.00	YES
Construction Inspection – per hour	\$ 130.00	YES
Technical Staff – per hour	\$ 85.00	NO
CAD Operator – per hour	\$ 85.00	NO
Administrative Services – per hour	\$ 50.00	NO
Mileage calculated from Temecula VDLA Field Office	Current IRS rate	

All other items not specifically called out shall be rendered at rates under the Standardized Rate Schedule. No overtime work shall be performed unless prior authorization is obtained from COUNTY.

C. BUDGET

The total annual amount of this contract shall not exceed \$400,000 per year. The term of this contract shall be for three (3) years from the date it is approved by the Board of Supervisors. At the end of the three (3) years, this contract may be renewed annually for two (2) more years upon mutual agreement between COUNTY and LANDSCAPE ARCHITECT. The County of Riverside is not obligated to purchase any specified amount of services. No additional compensation for Extra Work will be paid except upon the issuance of an Extra Work Order by COUNTY.