

FORM APPROVED COUNTY COUNSEL 3/1/16  
 BY: GREGORY P. PRIAMOS DATE



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

914



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

**SUBMITTAL DATE:**  
 March 3, 2016

**SUBJECT:** Park District Headquarters Expansion Project Design Consultant Agreement; District 2; [Fund 33120 - \$381,284]

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

1. Approve the Consultant Services Agreement between the Riverside County Regional Park and Open-Space District (DISTRICT) and TR Design Group Inc. (TR GROUP) for the Park District Headquarters Expansion Project Design;

**BACKGROUND:**  
Summary

(Continued on pg 2)

Departmental Concurrence

*[Signature]*  
 Scott Bangle  
 General Manager

2016-025D

| FINANCIAL DATA  | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost: | POLICY/CONSENT (per Exec. Office)   |
|-----------------|----------------------|-------------------|-------------|---------------|---|
| COST            | \$ 381,284           | \$ 0              | \$ 381,284  | \$ 0          | Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/> |
| NET COUNTY COST | \$ 0                 | \$ 0              | \$ 0        | \$ 0          |   |

|                                    |                                 |
|------------------------------------|---------------------------------|
| <b>SOURCE OF FUNDS:</b> Fund 33120 | <b>Budget Adjustment:</b> NO    |
|                                    | <b>For Fiscal Year:</b> 2015/16 |

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

APPROVE

BY: *[Signature]*  
 Alex Gann

County Executive Office Signature

**MINUTES OF THE BOARD OF DIRECTORS**

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: March 15, 2016  
 xc: Parks

Kecia Harper-Ihem  
 Clerk of the Board  
 By: *[Signature]* DISTRICT Deputy

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

Prev. Agn. Ref.: | District: 2 | Agenda Number:

13-4

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

**FORM 11:** Park District Headquarters Expansion Project Design Consultant Agreement; District 2, Fund 33120  
– \$381,284]

**DATE:** March 3, 2016

**PAGE:** 2 of 3

**BACKGROUND:**

**Summary (continued)**

Riverside County Regional Park and Open-Space District houses its headquarters at the historic Crestmore Manor. In addition to administrative staff offices, the headquarters campus includes the Carriage House event area and Garden Room that hosts a plethora of events including weddings, quinceañeras, corporate training meetings, holiday parties, etc. The Carriage House has a capacity of up to 200 guests for banquet style seating or 300 guests in a conference style arrangement and the Garden Room seats approximately 25 guests. The venue also hosts larger events in the courtyard area for up to 400 guests. Over the last several years, more than 80% of available social event dates (Friday – Sunday) have been booked, with many being reserved well in advance. Additional space is needed to accommodate medium size events and/or simultaneous functions, increase total capacity, and cater to specific facility demands for public, government, and corporate use.

As the Park District has expanded over the last several years, space for administrative staff has become impacted, necessitating the creation of office space in non-conventional areas. The project will also evaluate current office space configurations to improve staff efficiency while creating a more seamless campus for those touring and utilizing the rental buildings during normal operating hours.

Consultant Service Agreement has been reviewed and approved as to form by County Counsel.

**Impact on Citizens and Businesses**

Use of the facility for corporate and private events will be readily available with increased capacity. The Park District will be able to continue to provide a high quality venue to users at a reasonable rate.

**CEQA Compliance:**

The District has reviewed this activity and determined that it does not qualify as a project under CEQA guidelines since the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment. The approval of this Agreement is not a commitment to proceed with a project since the work to be completed is purely design and research for a potential future project. It is purely speculative at this point in time. The District will comply with the requirements of CEQA analysis when necessary for any future projects. An action by a public agency is only a “project” subject to CEQA if the action might result in a physical change in the environment. Based upon a review of the whole action undertaken, supported, or authorized by the District, in no way will the consultant services agreement prompt any changes in the environment, does not result in increased development or construction impacts, or lead to any direct, indirect, or cumulative physical environmental impacts.

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

**FORM 11:** Park District Headquarters Expansion Project Design Consultant Agreement; District 2, Fund 33120  
– \$381,284]

**DATE:** March 3, 2016

**PAGE:** 3 of 3

**Contract History and Price Reasonableness**

The Request for Proposal for design services was advertised and posted to the Purchasing and District's website on 27 August, 2015. Four (4) firms submitted proposals for the work. All the proposals were evaluated according to the selection/interview process outlined by Purchasing. The proposals were reviewed and rated by an evaluation team consisting of District staff. The top two (2) firms were interviewed by the team. TR Design Group was selected as the successful proposer based on their: experience; qualifications; depth of understanding and approach to the project; and proven ability to complete projects within budget and on schedule.

TR Design Group scored and ranked the highest in the evaluation and interview process. A not-to-exceed budget of \$381,284.00 was negotiated between the District and TR Design Group.

**Attachments:**

Consultant Services Agreement between the Riverside County Regional Park and Open-Space District and TR Design Group Inc.

**PARK DISTRICT HEADQUARTERS EXPANSION  
CONSULTANT SERVICES AGREEMENT  
BY AND BETWEEN  
RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT  
AND  
TR DESIGN GROUP, INC.**

THIS CONSULTANT SERVICES AGREEMENT ("Agreement"), made and entered into this 15<sup>th</sup> day of March, 2016, by and between, **RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT**, a special district created pursuant to the California Public Resources Code Div. 5 Ch.3, Art. 3, (herein referred to as "DISTRICT") and **TR Design Group, Inc.**, a California corporation (herein referred to as "CONSULTANT"). The parties agree as follows:

**1. Description of Services**

1.1 CONSULTANT shall render all services to the District as described in this Agreement for the project described as:

**PARK DISTRICT HEADQUARTERS EXPANSION PROJECT.**

The documents listed below describe in detail the Scope of Work, and Description of Services that are incorporated into and made part of this Agreement:

**Exhibit A**— Scope Of Work

**Exhibit B** -- Consultant "Best and Final" Proposal / Cost Summary

**Exhibit C** – Consultant Performance Period Time Line

In the event there is a conflict between the terms of the documents made a part of this agreement, the following shall apply: the terms of this agreement shall take precedence over the Exhibits except that the scope of services provided in **Exhibit A** shall govern.

1.2 CONSULTANT represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the DISTRICT relies upon this representation. CONSULTANT shall perform to the satisfaction of the DISTRICT and in conformance to and consistent with perform to the

satisfaction of the DISTRICT and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONSULTANT affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONSULTANT agrees it can properly perform this work at the prices stated in **Exhibit B**, attached hereto and by this reference incorporated herein. CONSULTANT is not to perform services or provide products outside of the Agreement unless authorized by the DISTRICT in writing.

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

## **2. Term of Agreement**

**2.1** This Agreement shall be effective upon full approval and execution by both parties with a **term period** of one (1) year and an option of one six (6) month renewal period, for a total of one (1) year and six (6) months, unless terminated earlier. The Riverside County Regional Park and Open Space District's Board of Director's is the only authority that may obligate the District for a non-cancelable multi-year agreement.

**2.2** The **performance period time line** of Two Hundred Thirty-Five (235) working days is shown in **Exhibit C**. CONSULTANT shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter as shown on **Exhibit C**.

## **3. Compensation**

**3.1** The DISTRICT shall pay the CONSULTANT for services performed, products provided and expenses incurred in accordance with the terms of **Exhibit B**, Consultant Fee - Cost Summary. Maximum payments by DISTRICT to CONSULTANT shall not exceed **Three Hundred Eighty-one Thousand Two Hundred Eighty-Four Dollars (\$381,284.00)** including all expenses. The DISTRICT is not responsible for any fees or costs incurred above or beyond the contracted amount. And shall have no obligation to pay for any additional services or products. Unless otherwise specifically stated in **Exhibit B**, Cost Summary, DISTRICT shall not be responsible for payment of any of CONSULTANT's expenses related to this Agreement. CONSULTANT shall notify the DISTRICT immediately in writing when CONSULTANT has expended seventy-five percent (75%) of the total compensation and no later than six (6) months prior to the end of the Period of Performance or two thirds (2/3) of the Period of Performance has passed, whichever shall provide the greater advance notice. Timely notice by CONSULTANT and a duly authorized written amendment shall be a condition precedent to any obligation for payment by DISTRICT beyond the approved compensation and period of performance.

**3.2** No price increases will be permitted during the term of this Agreement. All price decreases (for example, if CONSULTANT offers lower prices to another governmental entity) will automatically be

extended to the DISTRICT.

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

Riverside County Regional Park and Open-Space District

Attn: Finance

4600 Crestmore Road, Jurupa Valley, CA 92509 OR:

Email invoices to: [parcs-finance@rivcoparks.org](mailto:parcs-finance@rivcoparks.org)

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number PKARC-186; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

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

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

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

**4.2** Any claim by the CONSULTANT for additional payment related to this Agreement shall be made in writing by the CONSULTANT within 30 days of when the CONSULTANT has or should

have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONSULTANT. If the DISTRICT Purchasing Agent decides that the facts provide sufficient justification, may authorize additional payment to the CONSULTANT pursuant to the claim. Nothing in this section shall excuse the CONSULTANT from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

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

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

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

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

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

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

**5.6** If the Agreement is federally or State funded, CONSULTANT cannot be debarred from the System for Award Management (SAM). If the CONSULTANT is debarred during the term of this Agreement, CONSULTANT must notify the DISTRICT immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central CONSULTANT Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part

17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

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

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

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

**7. Conduct of CONSULTANT**

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

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

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

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

8.1 All performance (which includes professional services, workmanship, materials, supplies and equipment-furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the DISTRICT or other regulatory agencies at all times. The CONSULTANT shall cooperate with the DISTRICT's representative to permit him/her to determine the CONSULTANT's conformity with the terms of this Agreement. If any services performed or products provided by CONSULTANT are not in conformance with the terms of this Agreement, the DISTRICT shall have the right to require the CONSULTANT to perform the services or provide the products in conformance with the terms of the



Agreement at no additional cost to the DISTRICT. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the DISTRICT shall have the right to: (1) require the CONSULTANT immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The DISTRICT may also terminate this Agreement for default and charge to CONSULTANT any costs incurred by the DISTRICT because of the CONSULTANT's failure to perform.

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

**9. Independent CONSULTANT/Employment Eligibility**

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

**9.2** CONSULTANT shall comply with all applicable federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONSULTANT shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324a (Pub.L. 99-603, Nov. 6, 1986, 100 Stat. 3359), as they currently exist and as they may be hereafter amended. CONSULTANT shall retain all such documentation for all covered employees, for the period prescribed by the law.

**10. Subcontract for Work or Services**

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

**11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is

not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the Compliance Contract Officer for the DISTRICT who shall furnish the decision in writing. The decision of the Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONSULTANT shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

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

**12. Licensing and Permits**

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

**13. Use By Other Political Entities**

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

**14. Non-Discrimination**

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

**15. Records and Documents**

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

**16. Confidentiality**

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

**16.2** The CONSULTANT shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONSULTANT shall not use such information for any purpose other than carrying out the CONSULTANT's obligations under this Agreement. The CONSULTANT shall promptly transmit to the DISTRICT all third party requests for disclosure of such information. The CONSULTANT shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the DISTRICT, any such information to anyone other than the DISTRICT. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

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

**18. Notices**

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

**DISTRICT**

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

**CONSULTANT**

TR DESIGN GROUP, INC  
7179 Magnolia Avenue  
Riverside, CA 92504

**19. Force Majeure**

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

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the DISTRICT may be required to submit a Report of Independent CONSULTANT(s) form DE 542 to the Employment Development Department ("EDD"). The CONSULTANT agrees to furnish the required data and certifications to the DISTRICT within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONSULTANT to timely submit the data and/or certificates required may result in the contract being awarded to another CONSULTANT. In the event a contract has been issued, failure of the CONSULTANT to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONSULTANT has any questions concerning this reporting requirement, please call (916) 657-0529. CONSULTANT should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONSULTANT shall indemnify and hold harmless the DISTRICT, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Directors, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of CONSULTANT, its officers, employees, sub-consultants, agents or representatives

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

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

**21.3** CONSULTANT's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to DISTRICT pursuant to this Agreement. In the event of any such action or claim, CONSULTANT shall provide immediate notice to DISTRICT of the action or claim. CONSULTANT may defend or settle the action or claim as CONSULTANT deems appropriate; however, CONSULTANT shall be required to obtain for DISTRICT the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

## **22. Insurance**

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

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

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

**22.3. Commercial General Liability:**

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

**22.4. Vehicle Liability:**

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

**22.5. Professional Liability Insurance:**

CONSULTANT shall maintain Professional Liability Insurance providing coverage for the CONSULTANT'S performance of work included within this Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and **\$2,000,000** annual aggregate. If CONSULTANT'S Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONSULTANT shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONSULTANT has Maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

//

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

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are

waived, in writing, by the District Risk Manager. If the District's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

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

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

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

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the DISTRICT reserves the right to adjust the types of insurance and the monetary limits of



liability required under this Agreement, if in the District Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.

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

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

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

**23. General**

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

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

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

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

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

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

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

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

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

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

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

[Signature Page Next Page]

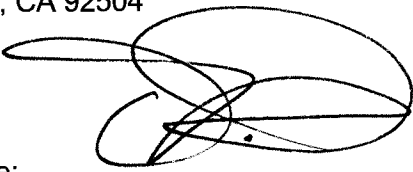
23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed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

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

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

**CONSULTANT**  
**TR DESIGN GROUP, INC.**  
7179 Magnolia Avenue  
Riverside, CA 92504

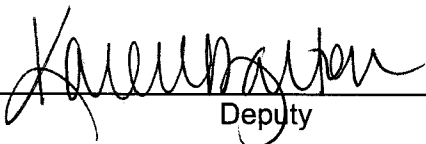
Signature:   
Kevin Jeffries  
Chairman, Board of Directors

Signature:   
Thomas Riggle  
President TR Design Group, Inc.

Dated: MAR 15 2016

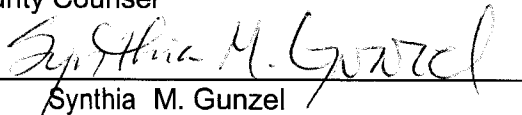
Dated: 2/23/16

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

By:   
Deputy

(Seal)

**APPROVED AS TO FORM:**  
Gregory P. Priamos  
County Counsel

By:   
Synthia M. Gunzel  
Deputy County Counsel

## **Exhibit A**

### **Scope Of Work / Consultant Description of Services**

**8 pages**

**\*\*\*EXHIBIT A\*\*\***

**Scope of Work / Consultants Description of Service**

The Scope of Work required of the Consultant, Sub-Consultants and/or Consulting Team are as follows:

The Project consists of: 1) developing a phasing plan to ensure uninterrupted services for existing customers and staff; 2) siting and designing a new LEED-certified conference/meeting room with appropriate catering kitchen, requisite number of offices, bathrooms, and storage on the current HQ grounds; 3) possible expansion and rehabilitation/adaptation of existing Pool House building for additional office space; 4) redesign of interior spaces of Crestmore Manor to optimize administrative/office functions housed in this building; 5) assess re-programming and possible re-purposing of existing Carriage House spaces dedicated to reservations and open work station area; 6) site planning to assess parking needs and requirements for increased event size and volume; and an outdoor picnic/gathering area on the grounds just south of the Carriage House.

Design development will require the consultant to conduct a site survey for location and utility considerations. A space needs assessment will also be required to determine HQ building program requirements. Design options will be developed to schematic level and include a construction phasing plan and cost estimates. Design parameters must including vehicular access and parking, ADA compliance, attendant site work, and building system needs. The HQ expansion will need to accommodate County communication and computer systems. Utilities, water, sewer, and electrical are available within the HQ campus.

**Design and Engineering Services:**

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

Survey Work and Program Assessment

- a. The District will provide the Consultant with the most current site plans and topographic *surveys* available through county agencies. The Consultant will review this information and complete additional survey work as necessary. Survey work will include a utilities analysis.
- b. Consultant shall meet with District staff to ascertain the District program needs per functional units. Based on these meetings, the Consultant will perform a space needs assessment and develop concept sketches that reflect program needs and space requirements. Staff will approve/and or ask for one set of revisions to the initial space needs assessment.

c. Consultant shall plan to visit District HQ to do necessary research and conduct meetings with staff. Consultant shall plan at least three (3) meetings with District staff during this phase.

### Design

#### Program Refinement/Preliminary Site Plan Design:

The Consultant shall create two (2) preliminary site plans for District review/approval. Plans will show potential building locations, orientations of the proposed new structure and the enlarged pool house, and suggested changes to roads and pathways. Plans shall include architectural renderings of the front facades for the new building and the pool house. In addition, two (2) preliminary floor plans shall be developed for the new structure, the enlarged pool house, and for proposed alterations to floor plans in Crestmore Manor and the Carriage House. Site plans and floor plans shall be developed to the schematic level.

The District will approve or ask for revisions to above listed plans and respond in writing. The plans will be revised, as necessary, by the Consultant. The Consultant will present the revised plan set to the District a second time for final approval. Final approval and comments will be given to the Consultant by the District in writing.

The Consultant shall prepare a detailed cost estimate for all categories of work. In addition, the Consultant will price out all of the categories of cost that a cost estimation typically does not include, such as permitting fees, utility connection fees, and any and all other costs so that the District receives a complete cost estimate.

The Consultant shall conduct a geotechnical study for the location of the new structure. The study will need to address what requirements must be met from a geotechnical standpoint for placing the structure at that location.

The Consultant should anticipate five (5) meetings for this portion of the project.

#### **Final Plan Design and Building Costs:**

Upon approval of the preliminary plans, the Consultant shall develop a final site plan showing the entire project area where the expansion and improvements will be made to the District Headquarter site.

The Consultant shall address the requirements of all applicable construction entities with jurisdiction over the project and utility connections involved in this project. Consultant shall describe, in writing, what steps are involved in getting project approved for construction; including the submittal of project through the Riverside County Building and Safety Department (building permits and inspections), Riverside County Department of Environmental Health, Riverside County Fire Department and any and all other departments or agencies of relevance.

The Consultant shall also prepare an estimated time schedule for the design and construction phases of the project. The Consultant will present the final plans, feature plans, and outline specifications, cost estimate, and schedule to the District. Consultant should expect some revisions and to resubmit the documents once. Final approval will be given to the Consultant by the District in writing. The Consultant should anticipate three (3) meetings for this portion of the project.

**Summary of Deliverables to be included in the Final Plan Design:**

Basis of Design (BOD) Document to include (but not limited to):

Illustrations to represent the general form, scale, and relationship of the major project components, types of construction proposed, and building systems and equipment recommended.

Site Plans to illustrate design locations, site improvements, and utility systems. Approximated floor plans, and elevations to suggest interior functions/arrangements.

Cost estimates, a detailed cost estimate of all categories of work, including fees for permits and utility connections.

Written outline of necessary steps for obtaining all necessary project approvals for construction and an estimated time schedule for the design and construction phases of the project.

**MEETINGS**

Meetings are to be scheduled on an as needed base between Riverside County Parks and Open Spaces District and TR Design Group, Inc.

**NOT-TO-EXCEED FEES:**

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

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

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

## DESCRIPTION OF SERVICES

As noted in this Proposal, TR Design Group is uniquely qualified for this project for a variety of reasons that will benefit the County of Riverside Regional Park and Open Space District. We summarize those for you here:

### EXECUTIVE SUMMARY

- Team:** We work with you as part of your team, representing you with diligence, focus and quality. We have a long history with our consultants on other quality projects. They know our expectations and we strive to meet and exceed yours.
- Award Winning:** TR Design Group, Inc. is an award-winning architectural firm. We've received the CPRS Award of Excellence for the Dales Senior Center renovations at Historic White Park in Riverside.
- Local:** We're located right here in Riverside, just 6 miles from your the project site. As one of the larger firms in Riverside, can make this project happen for you. Your project will mean maintaining local jobs for employees and their families.
- Experience:** With a variety of project types, including historical renovations, new buildings, events centers (like community centers, churches and wedding chapels) and full-service restaurant (and catering) kitchens, we have the breadth of experience for your project.
- Master Planning:** We've prepared 10-year Master Plans for our clients including modifications to existing campuses for Universities, new campuses for a private K-12 school, public projects and large church projects. Our forward thinking, planning and cost phasing skills are strong and we bring them to benefit you.
- Public Projects:** Approximately 50% of our work is Public Agency work. This includes projects from \$25K to \$10M for various agencies. We understand public project issues and public agency structures. Additionally, our private projects bring cost-savings ideas to our public projects.
- Schedule:** We have reviewed your schedule and beat your timeframe. The Programming Phase will depend heavily on your feedback and responses. With that, we can deliver the project ahead of schedule. We have a strong and committed staff with ample capacity for this project.
- Approach:** We professionally approach every project and regularly review the Program, Budget and Schedule relationship with our clients to work toward a successful completion. We work with you as a servant-leader architect.
- References:** We are providing a number of strong references for our past work including the City of Riverside and other agency clients. We're blessed to have a number of great past clients who we've enjoyed working with.
- Quality:** We have well developed Quality Assurance processes and checklists. Ultimately, the results show in our Change Orders on projects, which typically run 4% or less on public projects and less on private projects.



## DESCRIPTION OF SERVICES

The expansion of the Riverside County Park and Open Space District Headquarters project is interesting to us and will take a number of steps during the life of the project. We will start by working with the County and your designated representatives to verify your Program, or what a "successful project" means to you and the users of your building and grounds. We will then use that information, and the Budget, together with the Schedule to establish your goals for the project for the next 10 years. These goals will define what is ultimately important to the County and set the milestones for the project in Schedule, Quality, Budget and Scope (Program). Once established, we can then implement the necessary steps, with our consultants, to further analyze your site, soils and existing buildings to determine design solutions, present those solutions to you and work to implement your decisions. Because of our diverse projects background, including long-range Master Planning, we believe TR Design Group is an excellent selection as are your architect for this project. We will provide focused and diligent attention to you, your needs and your project. Following are a number of the steps required for this project's flow of work:

### Program of Areas

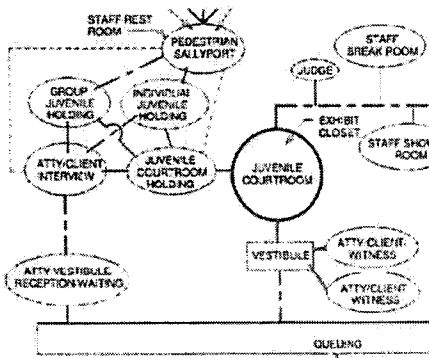
|                            | #Occ. | Room Area | Qty | Total S.F. |
|----------------------------|-------|-----------|-----|------------|
| Technology Suite           |       |           |     |            |
| Office                     | 1     | 225       | 1   | 225        |
| Work Station               | 6     | 1,000     | 6   | 1,000      |
| Server rooms               | 1     | 400       | 1   | 400        |
| Hardware Storage/Work area | 1     | 400       | 1   | 400        |
| PBX room                   | 1     | 100       | 1   | 100        |
| Training Lab               | 20    | 700       | 1   | 700        |
| Switch case                | 20    | 20        | 6   | 120        |
| Circulation                |       |           |     | 600        |
|                            |       |           |     | 3,945      |

### PART A

#### SURVEY WORK AND PROGRAM ASSESSMENT

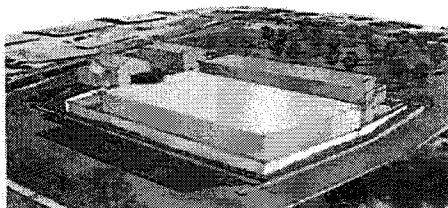
TR Design Group will review your goals with you and then, by interviewing your key staff members, develop your Program. We will assess your existing spaces, their functions and how they are being used. Part of that assessment will include architectural and engineering surveys of the property so we will have a good basis of the site and buildings to work from. We will discuss with you if operational issues have changed the way you saw the facilities being used during the last assessment and help determine functionality for the next 10 years. We will prepare and assemble a detailed Program that we will review with you.

Following the establishment of the Program, we will then prepare an Adjacency Diagram to help visualize the Program spaces as well as to assist your staff in determining the use and function of individual areas of your buildings and the new building, further verifying the Program. We will establish relationships and determine how the various site and building areas building will relate and function. During this phase, the functional requirements will be determined to provide proper circulation and flow for events, safety and exiting.



#### CONCEPTUAL DESIGN

TR Design Group will prepare concept drawings that illustrate the size, scale and organization of the campus buildings for the agency's review and approval. Circulation diagrams will show how areas are connected and indicate the flow of people and events through the new space. We anticipate the County wants a practical, efficient and functional design that meets the requirements of the Park and Open Space District without extravagance. Additionally, the design should integrate with the existing buildings on the site both in character, finish and quality.

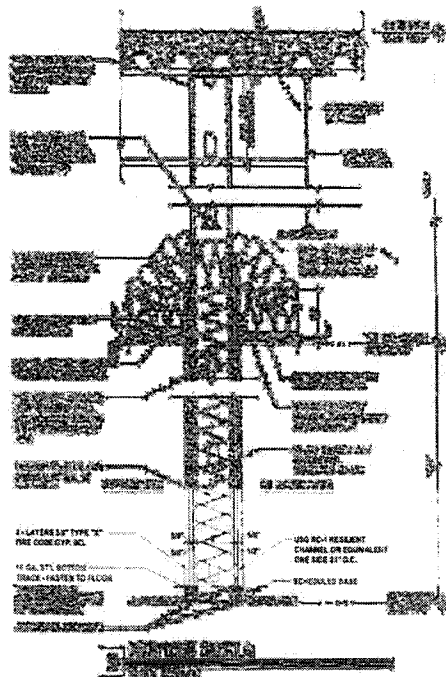
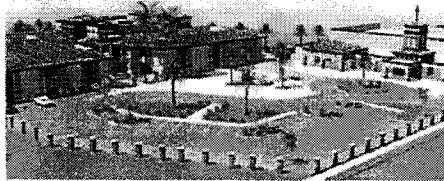
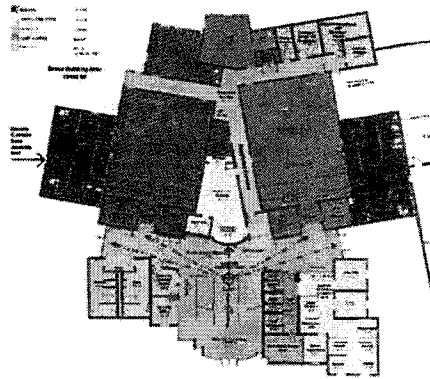


5. OCCUPANCY LOAD

|                       |                     |                     |
|-----------------------|---------------------|---------------------|
| Business Areas        |                     | 100 SF / Occ. Gross |
| Classroom Areas       |                     | 20 SF / Occ. Net    |
| Assembly Areas        | Concentrated Chairs | 7 SF / Occ. Net     |
|                       | Scattered           | 5 SF / Occ. Net     |
| Unconcentrated Chairs |                     | 15 SF / Occ. Net    |
| Library               | Reading             | 50 SF / Occ. Net    |
|                       | Stack Areas         | 100 SF / Occ. Gross |
| Storage               |                     | 500 SF / Occ. Gross |
| Kitchen               |                     | 200 SF / Occ. Gross |

6. FLOOR LIVE LOADS

|                                |         |
|--------------------------------|---------|
| First Floor Corridor & Lobbies | 100 PSF |
| Corridors above First Floor    | 80 PSF  |
| Offices                        | 50 PSF  |



**CODE ANALYSIS / ACCESSIBILITY REGULATIONS**

TR Design Group's experience is top notch in processing applications, reviewing code requirements and dealing with various governmental agency requirements. With experienced senior architects with over 45 years experience and a Certified Plans Examiner on staff, TR Design Group has strong depth in Building Code issues. Also, Thomas Riggle has experience as a quality control plan checker for a 50-person firm, where many complete sets of construction documents his desk. TR Design Group and its consultants regularly assess and solve difficult occupancy, separation and ADA-access problems. We bring this experience to the Code Analysis for the District's HQ expansion project.

**SPACE PLANNING**

Our experience includes space planning for various community oriented projects like yours. Key to your space plan's success will be your event sizes and schedules. The grounds, the buildings, the event spaces (inside and outside) and the parking will all work together to complete the space plan's results.

**SCHEMATIC DESIGN**

TR Design Group will compile the Survey Work, Program Assessment, Conceptual Design, Code Analysis and Space Planning into a defined campus layout and new building design. The building plans and elevations will be developed. An Opinion of Probable Construction Cost will be prepared to review that the project can be built within the allocated resources. The Schematic Design package will then be submitted for the agency's review and approval.

**DESIGN DEVELOPMENT**

This phase is important to assure that major building components are designed to allow space for mechanical equipment, racking, sprinklers, ducts, etc. The electrical services will be calculated; and Title 24 code requirements will be indicated and incorporated into architectural design. Drawings will be prepared to show building sections, structure and systems components. Materials will be selected, discussed and refined. The drawing and materials package will be provided for your approval.

**CONSTRUCTION DOCUMENTS**

The preparation of contract documents (drawings and specifications) for use in construction is a complex and detailed process. Dimensioned plans will be prepared; architectural details will be designed; windows, doors and hardware will be indicated; and building materials, colors and finishes will be finalized.

| Month Type                      | Agency        | 1st Submits | 1st P/C Received | 2nd P/C Submits | 1st P/C Subr |
|---------------------------------|---------------|-------------|------------------|-----------------|--------------|
| Conditional Use Permit          | Riverside Co. |             |                  |                 | 3/29/08      |
| Site Review                     | Riverside Co. |             |                  |                 |              |
| Plan, Grading Plan              | Riverside Co. |             |                  |                 | 3/29/08      |
| Phase Grading (water)           | Riverside Co. | 10/1/2008   |                  | 11/1/2008       |              |
| Final                           | Riverside Co. |             |                  |                 |              |
| Conceptual Landscape            | Riverside Co. |             |                  |                 | 3/29/08      |
| Habitat Assessment              | Riverside Co. |             |                  |                 |              |
| Transportation Department       | Riverside Co. |             |                  |                 | 3/29/08      |
| Traffic Study                   | Riverside Co. |             |                  |                 | 3/29/08      |
| WCAP                            | Riverside Co. |             |                  |                 | 3/29/08      |
| Drainage Study                  | Riverside Co. |             |                  |                 | 3/29/08      |
| Off-Street Street Improvements  | Riverside Co. | 10/1/2008   |                  |                 |              |
| Public, Phasemetric Study       | Riverside Co. |             |                  |                 |              |
| Assessment Districts            | N/A           |             |                  |                 | 3/29/08      |
| Cultural / Anthropological      | Riverside Co. |             |                  |                 | 5/5/08       |
| Order of Disposition            | Riverside Co. | 3/29/2008   |                  |                 |              |
| Street Vacation (Greene St)     | Riverside Co. | 6/28/2008   |                  |                 |              |
| Lot Consolidation               | Riverside Co. | 6/28/2008   |                  |                 |              |
| Landscape & Irrigation - Office | Riverside Co. |             |                  |                 |              |

### CONSTRUCTION DRAWINGS (continued)

Detailed drawings and schedules will be prepared for structural, mechanical, plumbing and electrical systems. Drawings will be coordinated with our consulting engineers to assure proper fit, finish, location and quality. A detailed Opinion of Probable Construction Cost will be prepared. A set of the drawings and specifications will be provided to you for review and approval prior to permit submittals and bid.

### PERMITS

TR Design Group makes every effort to assure that the plans we prepare are in compliance with applicable codes and local regulations. Additionally, we regularly train our employees on code compliance issues via an extensive Continuing Education program. We research requirements and establish a relationship with the plan review agency early in the design process. We have a long history in securing agency approvals and permits and in several cases over the past few years, have achieved plan approval on the first plan check! We anticipate the approvals for this project will be with the County A&E directly and we will respond to your plan review comments and code questions.



### BIDDING

TR Design Group will assist you in issuing plans for public bidding as well as the Pre-Bid Meeting. TR Design Group will also assist in the review of bids for comparison.



### CONSTRUCTION ADMINISTRATION

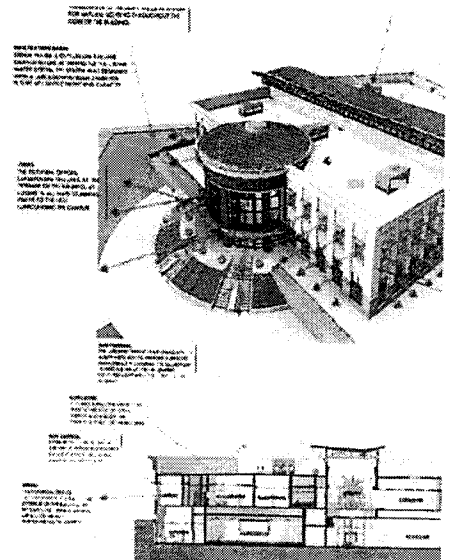
TR Design Group will provide construction administration, including the review of materials, shop drawings and submittals, to assure that products and equipment meet specified requirements. TR Design Group can review changes in products and materials for equivalency.

### CLOSE OUT

We will also work with the County to perform the punch-list review as well as the final completion letter.

### SUSTAINABILITY

We've worked with several clients to review and implement sustainable strategies. As well as your requirement for LEED, most new projects are now required to be under CalGreen. We will work closely with our engineers at TTG and Valued Engineering to review and present sustainable strategies for qualifying elements. Sustainability is always, and will be here, a part of our design solution. We will work closely with you to establish the sustainable solutions that make the most sense for the County.



### SUMMARY

We are excited about your HQ Expansion project. TR Design Group is uniquely prepared and qualified to assist the County Parks and Open Space District with this project.

**Exhibit B**

**Consultant “Best and Final” Proposal / Cost Summary**

**14 pages**

**COUNTY OF RIVERSIDE  
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT  
PARK DISTRICT HEADQUARTERS EXPANSION  
REQUEST FOR PROPOSAL #PKARC-186**



**BEST AND FINAL OFFER  
January 15, 2016**

**CERTIFICATION OF RECEIPT OF BEST AND FINAL OFFER  
(BAFO-COVER PAGE)**

I certify that I have received this (BAFO) on behalf of the company listed below.

Signed: \_\_\_\_\_ Dated: 1/13/16

Name and title: Thomas Riggle - President

Company: TR Design Group, Inc.

January 13, 2016

**To:** Riverside County Regional Park and  
Open-Space District  
Attn: Henry Robles  
4600 Crestmore Road  
Jurupa Valley, CA 92509  
Email: [HeRobles@rivcoparks.org](mailto:HeRobles@rivcoparks.org)  
Fax: (951) 955-4473

**From:** Thomas Riggle, President ← Authorized to Sign  
**TR Design Group, Inc.** (Legal Name)  
7179 Magnolia Ave  
Riverside, CA 92504  
p: (951) 742-7179  
f: (951) 742-7178  
[thomas@trdesigngroup.com](mailto:thomas@trdesigngroup.com)

**RE: BEST AND FINAL OFFER, RFP #PKARC-186**

Dear Henry,

Thank you for the opportunity to present this Best and Final Offer to you for the County of Riverside Parks and Open Space District's Design for the District Headquarters Expansion project. We enjoyed interviewing with you and the panel and that we are a good fit for the project. Your project fits very well within our experience.

We have revised our cost proposal per the included document which revised some of the costs during the initial phase of the project. We also took the opportunity to review our consultants' costs and were able to save a little in that area as well.

We hope that we have demonstrated our commitment and interest in your project and that TR Design Group can creatively handle your project with skill and professionalism

We look forward to working with you, Keith, Kyla and Yun as well as the rest of the Riverside County Regional Park and Open Space District's team. We look forward to your final selection.

Thank you!

Sincerely,



**Thomas Riggle, Architect AIA**  
President

**EXHIBIT A  
COST PROPOSAL FORM**

Consultant proposes to provide the District with the following services at the prices and hours listed on the Cost Proposal and in accordance with the fees specified on a separate sheet and titled: **CONSULTANT HOURLY FEES\***

**PROPOSAL FEE FORM**

|                                    | <b>ITEM</b>                           | <b>TOTAL HOUR</b>    | <b>TOTAL AMOUNT</b>         |
|------------------------------------|---------------------------------------|----------------------|-----------------------------|
| <b><u>Phase 1</u></b>              |                                       |                      |                             |
| 1.                                 | Survey Work, Testing and Calculations | <u>110</u>           | \$ <u>22,286.00</u>         |
| 2.                                 | Program Assessment                    | <u>125</u>           | \$ <u>17,400.00</u>         |
| 3.                                 | Program Refinement/Preliminary Design | <u>110</u>           | \$ <u>15,000.00</u>         |
| 4.                                 | Final Schematic Design                | <u>100</u>           | \$ <u>8,728.00</u>          |
| 5.                                 | Preliminary Cost Estimate             | <u>15</u>            | \$ <u>2,200.00</u>          |
| 6.                                 | Drawings and Renderings               | <u>90</u>            | \$ <u>11,288.00</u>         |
|                                    |                                       | <b>TOTAL PHASE 1</b> | \$ <b><u>76,902.00</u></b>  |
| <b><u>Phase 2</u></b>              |                                       |                      |                             |
| 7.                                 | Design Development                    | <u>800</u>           | \$ <u>89,412.00</u>         |
| 8.                                 | Construction Documents/Specifications | <u>975</u>           | \$ <u>156,610.00</u>        |
| 9.                                 | Utility Connections (Include WQMP)    | <u>35</u>            | \$ <u>4,200.00</u>          |
| 10.                                | Permits                               | <u>24</u>            | \$ <u>3,600.00</u>          |
| 11.                                | Bidding                               | <u>20</u>            | \$ <u>3,360.00</u>          |
| 12.                                | Construction Administration           | <u>325</u>           | \$ <u>47,200.00</u>         |
| <b>TOTAL COST FOR THIS PROJECT</b> |                                       |                      | \$ <b><u>381,284.00</u></b> |

(In Numbers)

THREE HUNDRED EIGHTY-ONE THOUSAND, TWO HUNDRED AND EIGHTY-FOUR DOLLARS AND NO CENTS **Dollars**

(In Words)

Consultant's price shall be "All Inclusive". "All Inclusive" shall include, but not be limited to, travel, transportation, production, royalties, meetings, employee wages, sub-consultant fees, all services, fuel, telephone, postage/mailings, conference calls, office supplies, airfare, mileage, meals; and any other expense required to perform the services specified in this Request for Proposal.

THIS COST IS BASED ON THE \$ 2M PROJECT BUDGET PROVIDED. WHILE THE NEW BUILDING (ONLY) MAY BE BUILT FOR \$2M, THE COST OF THE PROJECT WHICH POTENTIALLY INVOLVES RENOVATING THE EXISTING BUILDINGS COULD POTENTIALLY BE MORE. OUR COSTS REFLECT THE \$2M BUDGET. WE CAN TAILOR OUR COSTS FOR THE FINAL DESIGN ONCE THE FINAL PROGRAM AND BUDGET ARE ESTABLISHED. LEED FUNDAMENTAL COMMISSIONING IS INCLUDED. LEED ENHANCED COMMISSIONING IS NOT INCLUDED. CAL GREEN MANDATORY COMMISSIONING IS NOT INCLUDED. CAL GREEN COMMISSIONING LEVEL 1 OR 2 IS NOT INCLUDED.

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

Is there an additional sheet attached? Check appropriate response  Yes  No

Consultant's price shall be "All Inclusive". "All Inclusive" shall include, but not be limited to, travel, transportation, production, royalties, meetings, employee wages, sub-consultant fees, all services, fuel, telephone, postage/mailings, conference calls, office supplies, airfare, mileage, meals; and any other expense required to perform the services specified in this Request for Proposal.

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

Signature:  Date: 01/13/2016

CERTIFICATION

I, Thomas Riggle, a duly authorized agent of TR Design Group, Inc.  
Printed Name of Agent/Officer Name of Organization/Consortium

Hereby certify that TR Design Group, Inc.  
Name of Organization/Consortium

by submission of this proposal in response to the personal services RFP agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature:  Date: 01/13/2016

Title of Agent/Officer: President



**2 0 1 5 F E E S C H E D U L E**

|   |              |
|---|--------------|
| <b>Principal / Principal Designer / Senior Project Architect</b>  | <b>\$195</b> |
| <b>Project Architect / Senior Project Manager</b>                 | <b>\$165</b> |
| <b>Architect / Project Manager</b>                                | <b>\$150</b> |
| <b>Project Manager / Permit Specialist</b>                        | <b>\$135</b> |
| <b>Job Captain / Senior Draftsman / Assistant Project Manager</b> | <b>\$125</b> |
| <b>Draftsman</b>  | <b>\$105</b> |
| <b>Clerical</b>   | <b>\$60</b>  |



**Commercial Hourly Rate Sheet**  
Effective November 1, 2015

| <b>Staff Member</b>  | <b>Rates per hour</b> |
|--|-----------------------|
| Principle Licensed Engineer/Surveyor, Owner<br>Jeff Meiter | \$140                 |
| Lead Civil Engineer<br>David Hwan                          | \$110                 |
| Senior CAD Drafter / Designer<br>Bill Wallander            | \$90                  |
| Senior Administrative Assistant<br>Belinda Meiter          | \$65                  |
| Administrative Assistant<br>Kim Gonzales                   | \$45                  |



**Bushra • Tsai • Incorporated**  
Consulting Structural Engineers  
Formerly Ajit Raghava & Associates

**PROJECT TEAM LIST**  
**(rates as of July 1, 2010)**

| TEAM MEMBERS         | RATE:        |
|----------------------|--------------|
| PRINCIPAL IN CHARGE: | \$150.00/Hr. |
| PROJECT MANAGER:     | \$120.00/Hr. |
| SENIOR ENGINEER:     | \$100.00/Hr. |
| JUNIOR ENGINEER:     | \$ 75.00/Hr. |
| SENIOR DRAFTSMAN:    | \$100.00/Hr. |
| PROJECT DRAFTSMAN:   | \$ 70.00/Hr. |
| CAD TECHNICIAN:      | \$ 60.00/Hr. |
| CLERICAL:            | \$ 45.00/Hr. |



**2015**  
**SCHEDULE OF CHARGES FOR**  
**ENGINEERING SERVICES**

The fee for our services will be based on the charges listed below. All fee quotations are applicable for a period of 90 days from the date of the proposal to which this schedule is attached. We reserve the right to modify these rates upon 30 days advance notice.

PERSONNEL HOURLY RATES

|                               |       |                                  |       |
|-------------------------------|-------|----------------------------------|-------|
| Principal.....                | \$212 | Designer .....                   | \$128 |
| Project Manager.....          | \$185 | CADD Operator .....              | \$ 92 |
| Project/Senior Engineer ..... | \$170 | Construction Administrator ..... | \$145 |
| Engineer.....                 | \$145 | Word Processor/Clerical .....    | \$ 72 |

These rates apply to regular time and travel time in the continental United States. A maximum travel time of eight hours will be charged in any day. Overtime, if required in the interest of the project, will be charged at the above rates for professional personnel and at 1.5 times the above rates for other personnel. Overtime will apply to time in excess of forty hours per week and all time on Saturdays, Sundays, and holidays. In the event of adverse weather conditions or other factors beyond our control, a standby charge of four hours per weekday will be made for field personnel. Reimbursable expenses are in addition to personnel rates. Reimbursables will be billed at cost except as noted below.

**MISCELLANEOUS CHARGES**

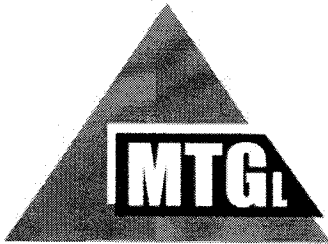
|   |                                   |                              |
|---|-----------------------------------|------------------------------|
| Passenger Car .....                     | \$0.55/mile with minimum of ..... | \$ 35/day                    |
| Plotting (except for in-house use)..... | \$3.50/sheet                      | Photo Copy..... \$ 0.15/page |

**ANNUAL ADJUSTMENT**

These rates will be adjusted annually effective the beginning of each year.

**INSURANCE**

TTG Engineers maintains Professional Liability Insurance with a limit of \$5,000,000 per occurrence and \$6,000,000 aggregate as well as General Liability Insurance with an aggregate limit of \$2,000,000 and will furnish certificates of such insurance upon request. In the event the client desires additional coverage, we will, upon the client's written request, obtain additional insurance at the client's expense.



**Corporate Office:** 2992 E. La Palma Ave., Suite A, Anaheim, CA 92806  
**Orange County** Tel: (714) 632-2999 Fax: (714) 632-2974

**Branch Offices:**

**San Diego / Imperial** 6925 Ferris Square Ste. C, San Diego, CA 92121  
Tel: (858) 537-3999 Fax: (858) 537-3990

**Inland Empire** 14667 Meridian Pkwy., Bldg. 2A, Riverside, CA 92518  
Tel: (951) 653-4999 Fax: (951) 653-4666

**Desert** 44917 Golf Center Pkwy., #1, Indio, CA 92201  
Tel: (760) 342-4677 Fax: (760) 342-4525

## **SCHEDULE OF FEES**

### **EFFECTIVE JANUARY 1, 2015**

MTGL, Inc. is a woman-owned, minority-business-enterprise. Our facilities have been structured and professionally staffed to provide our clients with comprehensive services in the field of Construction Inspection and Testing, Geotechnical Engineering, Engineering Geology, and Environmental Services. These rates are based State of California

|   |  |
|---|--|
| <b>GEOTECHNICAL ENGINEERING</b>           | Planning and feasibility studies, preliminary and final design, grading and foundation plan reviews, observation, testing, verification and engineering consultation during construction.  |
| <b>CONSTRUCTION INSPECTION</b>            | Field inspection by registered deputy inspectors.  |
| <b>ROOFING INSPECTION</b>                 | Field inspection by qualified technicians.   |
| <b>ENGINEERING INVESTIGATIONS</b>         | Evaluation of existing and damaged structures.   |
| <b>PAVEMENT MANAGEMENT</b>                | Design, failure investigations, remedial measures.   |
| <b>CONSTRUCTION ENGINEERING</b>           | Materials, specifications, quality assurance, expert testimony.  |
| <b>PHYSICAL TESTING</b>                   | Construction materials, structural systems.  |
| <b>NON-DESTRUCTIVE EXAMINATION</b>        | Ultrasonic, magnetic particle, dye penetrant.  |
| <b>RESEARCH</b>                           | Product and process development, reliability testing.  |
| <b>ENVIRONMENTAL / INDUSTRIAL HYGIENE</b> | Asbestos & lead-paint based consultation, project design, monitoring & management, remediation planning environmental site assessments, thermographic imaging, indoor air quality testing, mold screening & consultation, water intrusion & investigation. |

## CONSTRUCTION SERVICES

### PROFESSIONAL SERVICES

|   |                    |
|---|--------------------|
| Principal Engineer / Geologist.....   | \$ 175.00 Per Hour |
| Registered Civil Engineer / Geologist.....  | \$ 125.00 Per Hour |
| Staff Engineer / Geologist.....   | \$ 95.00 Per Hour  |
| Inspection / Laboratory Supervisor.....   | \$ 95.00 Per Hour  |
| Project Manager.....  | \$ 95.00 Per Hour  |
| Draftsperson.....   | \$ 70.00 Per Hour  |
| Word Processing.....  | \$ 55.00 Per Hour  |
| Review of files for processing affidavits<br>and certifications required by various<br>Governmental Agencies..... | \$ 95.00 Per Hour  |
| Legal Consultation, Expert Witness and<br>Court Appearances (Minimum 4 Hours).....                                | \$ 325.00 Per Hour |

### ENVIRONMENTAL SERVICES

|   |                    |
|---|--------------------|
| Certified Asbestos Consultant.....            | \$ 87.00 Per Hour  |
| Certified Asbestos Inspector.....             | \$ 87.00 Per Hour  |
| Certified Asbestos Project Manager.....       | \$ 95.00 Per Hour  |
| Certified Asbestos Project Designer.....      | \$ 95.00 Per Hour  |
| Certified Site Surveillance Technician.....   | \$ 90.00 Per Hour  |
| On-Site 582 Certified Microscopist.....       | \$ 87.00 Per Hour  |
| Certified Lead Inspector / Assessor.....      | \$ 87.00 Per Hour  |
| Certified Lead Project Monitor.....           | \$ 87.00 Per Hour  |
| Certified Industrial Hygienist.....           | \$ 180.00 Per Hour |
| Environmental Site Assessment (Phase I).....  | \$ 95.00 Per Hour  |
| Environmental Site Assessment (Phase II)..... | \$ 95.00 Per Hour  |
| Industrial Hygienist.....                     | \$ 100.00 Per Hour |

(Prices based on 2 Hour Minimum & Test Samples Additional)

### PROJECT SERVICES

|  |   |
|--|---|
| Pile Driving / Deep Foundation Inspection.....   | \$ 95.00 Per Hour                       |
| Special Inspection.....  | \$ 80.00 Per Hour                       |
| Multi-Certified Inspector.....   | \$ 80.00 Per Hour                       |
| Roofing Technician.....  | \$ 80.00 Per Hour                       |
| Batch Plant (Concrete or Asphalt).....   | \$ 80.00 Per Hour                       |
| Technician - Laboratory and Field.....   | \$ 80.00 Per Hour                       |
| Soils/Asphalt Technician.....  | \$ 85.00 Per Hour                       |
| Ultrasonic, Dye Penetrant, or Magnetic<br>Particle Inspection.....                                 | \$ 85.00 Per Hour                       |
| Pachometer/ Schmidt Hammer/Elcometer/<br>Torque.....   | \$ 85.00 Per Hour                       |
| Pull-Out Test on Embedded Bolts/<br>Anchors and Dowels.....  | \$ 80.00 Per Hour                       |
| Concrete, Masonry, Asphalt Coring or Sawing...<br>Floor Flatness / Levelness (Inc. Equipment)..... | \$ 130.00 Per Hour<br>\$ 0.03 Per sq ft |
| Emissivity.....  | \$ 95.00 Per Hour                       |
| Ground Rod Test.....   | \$ 95.00 Per Hour                       |

### EQUIPMENT

|   |                   |
|---|-------------------|
| Pick-Up and Delivery - Miscellaneous..... | \$ 50.00 Per Hour |
| Skidmore Bolt Coil w/ Torque Wrench.....  | \$ 65.00 Per Day  |
| Skidmore Wilhelm Bolt Coil.....           | \$ 40.00 Per Day  |
| Torque Wrench.....                        | \$ 25.00 Per Day  |
| Air Meter.....                            | \$ 40.00 Per Day  |
| Pachometer.....                           | \$ 55.00 Per Day  |
| Schmidt Hammer.....                       | \$ 40.00 Per Day  |
| Ultrasonic Equipment.....                 | \$ 50.00 Per Day  |
| Magnetic Particle Equipment.....          | \$ 50.00 Per Day  |
| Dye Penetrant Equipment.....              | \$ 40.00 Per Day  |
| Jacking Assembly.....                     | \$ 50.00 Per Day  |
| Nuclear Density Gauge.....                | \$ 70.00 Per Day  |
| Mobile Soils Laboratory.....              | \$ 50.00 Per Day  |
| Coring Equipment.....                     | \$ 100.00 Per Day |
| Emissivity Test Kit.....                  | \$ 40.00 Each     |
| Ground Rod Equipment.....                 | \$ 40.00 Per Day  |

### TESTING MACHINES

|   |                    |
|---|--------------------|
| Testing Machine with Operator in Laboratory |                    |
| — 60,000 Pound Machine (Universal).....     | \$ 155.00 Per Hour |
| — 800,000 Pound Machine (Universal).....    | \$ 250.00 Per Hour |

## CONCRETE

### STRENGTH CHARACTERISTICS

|          |  |                |
|----------|--|----------------|
| A.S.T.M. |  |                |
| C39      | Concrete Cylinders (6" x 12")<br>W/ Mold.....                            | \$ 22.00 Each  |
| C495     | Lightweight Fill Concrete (3" x 6")                                      | \$ 25.00 Each  |
| C39      | Concrete or Gunite Cores,<br>6" Maximum Diameter,<br>Including Trim..... | \$ 40.00 Each  |
| C496     | Splitting Tensile.....   | \$ 65.00 Each  |
| C78      | 6" x 6" Beams, Modulus<br>of Rupture.....                                | \$ 65.00 Each  |
|          | Handling Charge, Cylinders<br>Not Broken/Hold.....                       | \$ 10.00 Each  |
|          | Handling Charge, Beams<br>Not Broken/Hold.....                           | \$ 40.00 Each  |
| C469     | Modulus of Elasticity.....   | \$ 125.00 Each |

### MIX DESIGN

|          |  |                  |
|----------|--|------------------|
| A.S.T.M. |  |                  |
| C192     | Laboratory Trial Batch with Slump,<br>and 6 Cylinders, Unit Weight, Air<br>(Sampling Extra)..... | \$ 350.00 Per Pt |
|          | Mix Design, Determination of<br>Proportions.....   | \$ 175.00 Each   |
|          | Review of Existing Mix Design.....   | \$ 225.00 Each   |

### MISCELLANEOUS TESTING

|      |  |               |
|------|--|---------------|
| C567 | Unit Weight of Hardened Light<br>Weight Concrete.....            | \$ 50.00 Each |
| C684 | Rapid Cure Concrete Cylinders<br>(Boil Method).....              | \$ 40.00 Each |
| C157 | Drying Shrinkage (3 Bars - Four<br>Readings, up to 90 Days)..... | \$ 250.00 Set |
| C495 | Lightweight Fill Concrete Density.....                           | \$ 40.00 Each |

## MASONRY

### STRENGTH CHARACTERISTICS

|       |   |                |
|-------|---|----------------|
| C109  | Mortar Cylinders (2" x 4") w/ mold                        | \$ 22.00 Each  |
| C1019 | Mortar Cubes (2" x 2") w/ mold                            | \$ 22.00 Each  |
| C1019 | Grout (3" x 6").....                                      | \$ 22.00 Each  |
|       | Handling Charge, Mortar or<br>Grout Not Broken/Hold.....  | \$ 10.00 Each  |
| C140  | Block Compression<br>≤ 8" x 8" x 16".....                 | \$ 45.00 Each  |
| C140  | Block Compression<br>> 8" x 8" x 16".....                 | \$ 55.00 Each  |
| C1314 | Grouted Masonry Prism<br>Compression Test ≤ 8" x 8" x 16" | \$ 125.00 Each |
| C1314 | Grouted Masonry Prism<br>Compression Test > 8" x 8" x 16" | Quotation      |
|       | Handling Charge, Grouted Prisms<br>Not Broken/Hold.....   | \$ 75.00 Each  |

### BLOCK

|          |  |                |
|----------|--|----------------|
| A.S.T.M. |  |                |
| C140     | Moisture Content and Absorption.....                     | \$ 60.00 Each  |
| C140     | Measurements.....  | \$ 35.00 Each  |
| C67      | Masonry Efflorescence.....                               | \$ 45.00 Each  |
| C426     | Linear Shrinkage<br>(CMA Method).....                    | \$ 125.00 Each |
|          | Rapid Linear Shrinkage<br>(British Modified Method)..... | \$ 100.00 Each |
|          | Block Conformance Package.....                           | Quotation      |
| C952     | Bond Strength.....                                       | \$ 50.00 Each  |
| UBC 21.6 | Masonry Core - Compression.....                          | \$ 40.00 Each  |
| UBC 21.6 | Masonry Core - Shear.....                                | \$ 65.00 Each  |

**BRICK**

|          |                                    |               |
|----------|------------------------------------|---------------|
| A.S.T.M. |                                    |               |
| C67      | Compression.....                   | \$ 40.00 Each |
| C67      | Modulus of Rupture .....           | \$ 40.00 Each |
| C67      | Absorption, Soak .....             | \$ 30.00 Each |
| C67      | Absorption, Boil .....             | \$ 30.00 Each |
| C67      | Absorption, Saturation Coefficient | \$ 40.00 Each |
| C67      | Initial Rate of Absorption .....   | \$ 40.00 Each |
| C67      | Efflorescence .....                | \$ 50.00 Each |
| C67      | Efflorescence with Mortar.....     | \$ 65.00 Each |

**STEEL****REINFORCEMENT**

|          |   |                |
|----------|---|----------------|
| A.S.T.M. |   |                |
| A615/706 | Tensile No. 11 Bar and Smaller....                    | \$ 45.00 Each  |
| A615/706 | Tensile No. 14.....                                   | \$ 100.00 Each |
| A615/706 | Tensile No. 18.....                                   | \$ 175.00 Each |
|          | Mech. Splice Tensile Up to No. 11                     | \$ 100.00 Each |
|          | Mech. Splice No. 14.....                              | \$ 150.00 Each |
|          | Mech. Splice No. 18.....                              | \$ 300.00 Each |
|          | Mech. Splice w/Slip.....                              | \$ 250.00 Each |
| A615/706 | Bend Test No. 11 Bar and Smaller.....                 | \$ 35.00 Each  |
| A615/706 | Bend Test No. 14.....                                 | \$ 50.00 Each  |
| A615/706 | Bend Test No. 18.....                                 | \$ 100.00 Each |
|          | Processing Mill Certificates (Per Size and Heat)..... | \$ 20.00 Each  |

**STRUCTURAL STEEL**

|          |   |               |
|----------|---|---------------|
| A.S.T.M. |   |               |
| A370     | Tensile Strength                                      |               |
|          | Up to 100,000 lbs.....                                | \$ 75.00 Each |
|          | 100,000 to 200,000 lbs.....                           | \$ 90.00 Each |
|          | Bend Test .....                                       | \$ 35.00 Each |
|          | Pipe Flattening Test .....                            | \$ 50.00 Each |
|          | Bolt Tensile Test .....                               | \$ 45.00 Each |
|          | Bolt Proof Test .....                                 | \$ 35.00 Each |
|          | Nut Proof Test.....                                   | \$ 30.00 Each |
|          | Nelson Stud Tensile Test .....                        | \$ 45.00 Each |
|          | Machining and Preparation of Samples .....            | \$ 35.00 Each |
|          | Brinell & Rockwell Hardness Test.....                 | \$ 35.00 Each |
|          | Processing Mill Certificates (Per Size and Heat)..... | \$ 25.00 Each |
|          | Chemical Analysis.....                                | \$ 75.00 Each |

**PRESTRESS**

|          |  |                   |
|----------|--|-------------------|
| A.S.T.M. |  |                   |
| A416     | Prestress Cable, 7 Wire (Yield / Tensile)..... | \$ 150.00 Each    |
| A416     | Prestress Wire (Yield / Tensile)....           | \$ 140.00 Each    |
|          | Sample Preparation .....                       | \$ 45.00 Per Hour |

**WELD PROCEDURE AND WELDER QUALIFICATIONS**

|      |                                  |                   |
|------|----------------------------------|-------------------|
| Hour | Welder Certification (AWS) ..... | \$ 75.00 Per Hour |
|------|----------------------------------|-------------------|

**STRUCTURAL STEEL COUPON**

|  |  |               |
|--|--|---------------|
|  | Weld Tensile Test .....                    | \$ 50.00 Each |
|  | Weld Bend Test .....                       | \$ 40.00 Each |
|  | Weld-Macro Etch .....                      | \$ 75.00 Each |
|  | Machining and Preparation of Samples ..... | \$ 35.00 Each |

**FIREPROOFING**

|          |                        |               |
|----------|------------------------|---------------|
| UBC 7-6  | Unit Weight .....      | \$ 35.00 Each |
| ASTM-736 | Adhesion/Cohesion..... | \$ 45.00 Each |

**ROOFING**

|          |                                   |                |
|----------|-----------------------------------|----------------|
|          | Unit Weight.....                  | \$ 55.00 Each  |
|          | Roof Cut Analysis .....           | \$ 500.00 Each |
| UBC 15-5 | Tile (Breaking Strength/Abs.....) | \$ 75.00 Each  |
|          | Mineral Shake - Flexural.....     | \$ 60.00 Each  |
|          | Mineral Shake - Absorption .....  | \$ 60.00 Each  |

**SOIL AND AGGREGATE****CLASSIFICATION**

|            |                                     |                |
|------------|-------------------------------------|----------------|
| A.S.T.M.   |                                     |                |
| C136       | Sieve Analysis ( Coarse) .....      | \$ 90.00 Each  |
| C136       | Sieve Analysis ( Fine).....         | \$ 90.00 Each  |
| C117       | Sieve Analysis ( Fine, Washed) .... | \$ 95.00 Each  |
| D1140      | #200 Wash .....                     | \$ 50.00 Each  |
| C117       | Sieve Analysis - Combined.....      | \$ 105.00 Each |
| D422/C136  | Hydrometer with Sieve Analysis..... | \$ 175.00 Each |
| D4318      | Liquid and Plastic Limit .....      | \$ 115.00 Each |
| CAL TM 217 | Sand Equivalent (Set of Three)..... | \$ 80.00 Set   |
| D2419      |                                     |                |
| CAL TM 227 | Cleanness Value .....               | \$ 230.00 Each |
| D2974      | Organic Content .....               | \$ 75.00 Each  |

**PHYSICAL CHARACTERISTICS**

|           |  |                |
|-----------|--|----------------|
| A.S.T.M.  |  |                |
| C127      | Specific Gravity and Absorption (Fine).....    | \$ 125.00 Each |
| C128      | Specific Gravity and Absorption (Coarse) ..... | \$ 100.00 Each |
| C127      | Specific Gravity Coarse).....                  | \$ 70.00 Each  |
| C128/D854 | Specific Gravity (Fine) .....                  | \$ 70.00 Each  |
| D2216     | Moisture Content .....                         | \$ 25.00 Each  |
| D3080     | Direct Shear Quick Undisturbed .....           | \$ 150.00 Each |
|           | Direct Shear Slow Undisturbed .....            | Quotation      |
| D3080     | Direct Shear Quick Remolded .....              | \$ 200.00 Each |
|           | Direct Shear Slow Remolded.....                | Quotation      |
| D2166     | Unconfined Compression .....                   | \$ 75.00 Each  |
| D2435     | Consolidation - Time Rate .....                | \$ 275.00 Each |
| D2435     | Consolidation - Without Time Rate ..           | \$ 225.00 Each |
| UBC 18-2  | Expansion Index .....                          | \$ 125.00 Each |
| D4829     |  |                |
| D2434     | Permeability - Undisturbed .....               | \$ 225.00 Each |
| D2434     | Permeability - Remolded .....                  | \$ 250.00 Each |

**SUBGRADE SUPPORT QUALITY**

|            |  |                |
|------------|--|----------------|
| A.S.T.M.   |  |                |
| D1883      | Bearing Ratio w/o M. D. Curve - Per Point .....              | \$ 125.00 Each |
| CAL TM 301 | R-Value (3 Points) .....                                     | \$ 225.00 Each |
| D2844      |  |                |
|            | Lime, Cement or Bituminous Treatment available upon request. |                |

**DENSITY CHARACTERISTICS**

|            |                                   |                |
|------------|-----------------------------------|----------------|
| A.S.T.M.   |                                   |                |
| D2937      | Moisture / Density (Ring) .....   | \$ 25.00 Each  |
| D1557-A,B  | Maximum Density.....              | \$ 150.00 Each |
| D1557-C    | Maximum Density .....             | \$ 160.00 Each |
| D698-A,B   | Maximum Density .....             | \$ 120.00 Each |
| D698-C     | Maximum Density .....             | \$ 130.00 Each |
|            | Check Point (Maximum Density).... | \$ 75.00 Each  |
| C29        | Unit Weight - Loose .....         | \$ 50.00 Each  |
| C29        | Unit Weight - Rodded .....        | \$ 75.00 Each  |
| CAL TM 216 | Maximum Density .....             | \$ 175.00 Each |
|            | Rock Correction .....             | \$ 75.00 Each  |

**CHEMICAL PROPERTIES**

|            |                          |                |
|------------|--------------------------|----------------|
| CAL TMs    |                          |                |
| 532/643    | Resistivity .....        | \$ 75.00 Each  |
| 532/643    | pH .....                 | \$ 45.00 Each  |
| CAL TM 417 | Sulphate .....           | \$ 55.00 Each  |
| CAL TM 422 | Chloride.....            | \$ 55.00 Each  |
|            | Corrosivity Series ..... | \$ 165.00 Each |
|            | Chemical Analysis .....  | \$ 75.00 Each  |

## AGGREGATE PROPERTIES

A.S.T.M.

|            |                                      |                |
|------------|--------------------------------------|----------------|
| C131       | LA Abrasion .....                    | \$ 150.00 Each |
| C535       | LA Abrasion .....                    | \$ 175.00 Each |
| C88        | Soundness .....                      | \$ 300.00 Each |
| C40        | Organic Impurities .....             | \$ 75.00 Each  |
| C142       | Clay Lumps / Friable Particles ..... | \$ 100.00 Each |
| C123       | Lt. Wt Particles .....               | \$ 100.00 Each |
|            | Percent Elongation / Flats .....     | \$ 175.00 Each |
| CAL TM 205 | Percent Crushed .....                | \$ 150.00 Each |
| CAL TM 229 | Durability .....                     | \$ 150.00 Each |

## ASPHALT CONCRETE

### GENERAL TESTING

A.S.T.M.

|            |   |                |
|------------|---|----------------|
| D2172      | Bitumen Content .....                           | \$ 125.00 Each |
| D5444      | Gradation of Extracted Sample .....             | \$ 90.00 Each  |
| D1188      | Unit Weight - Molded Specimen<br>or Cores ..... | \$ 75.00 Each  |
| D2041      | Theoretical Maximum Density .....               | \$ 125.00 Each |
| CAL TM 304 | Compacted Maximum Density -<br>HVEEM .....      | \$ 150.00 Each |
| D1560/61   | HVEEM .....                                     | \$ 150.00 Each |
| D6926      | Compacted Maximum Density -<br>MARSHALL .....   | \$ 175.00 Each |
|            | Stripping .....                                 | \$ 100.00 Each |

### MIX DESIGN / CONTROL

A.S.T.M.

|            |   |                 |
|------------|---|-----------------|
| CAL TM 336 | Mix Design - HVEEM including<br>Aggregate Tests - Per Design .....    | \$2,250.00 Each |
| D1560/61   | Aggregate Tests - Per Design .....                                    | \$2,500.00 Each |
| D6926/27   | Mix Design - MARSHALL including<br>Aggregate Tests - Per Design ..... | \$2,500.00 Each |
| CAL TM 336 | Field Mix - HVEEM - Stability<br>Per Point .....                      | \$ 175.00 Each  |
| D1560/61   | Field Mix - MARSHALL-Stability<br>Per Point .....                     | \$ 200.00 Each  |

## MISCELLANEOUS

### Specimen Pick-Up

|  |                      |
|--|----------------------|
| Flexural Beams (\$70.00 Minimum) .....                       | \$ 35.00 Each        |
| Masonry Prism up to 8" x 8" x 16"<br>(\$70.00 Minimum) ..... | \$ 50.00 Each        |
| Masonry Prism, Larger than 8" x 8" x 16" .....               | Quotation            |
| Gunite and Shotcrete Test Panels .....                       | \$ 75.00 Each        |
| Fireproofing Samples .....                                   | \$ 50.00 Per<br>Trip |
| Sample Pick Up .....   | \$ 50.00 Per<br>Hour |

## BASIS OF CHARGES

1. A two hour minimum show-up charge will be incurred for all scheduled field services not canceled before 4:00 p.m. of the preceding day. A minimum four hour charge will be incurred for special deputy field services up to four hours and a minimum of eight hours will be incurred for special deputy field services in excess of four hours per day. A minimum four hour charge will be incurred for technician field services.
2. An overtime premium of time and one-half will be charged for any personnel services in excess of eight hours per day, up to and including twelve hours per day, and Saturday. Double time will be charged for over twelve hours in any one day, Sunday and Holidays. Holidays are New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Veteran's Day, Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day. High priority laboratory testing at the Client's request which requires unscheduled overtime is subject to a 50% increase from the standard rates.
3. Swing (2<sup>nd</sup>) and graveyard (3<sup>rd</sup>) shift will be charged at regular rates plus 15% and 20% respectively.
4. Sampling, specification review, discussion, and report preparation for field testing are charged at hourly rates. A minimum charge of \$100.00 will be made for issuance of any engineering reports. Engineering review time of all field reports is estimated to be 0.2 hours per report. The charge for weekly report distribution is 1 hour per week.
5. There will be no charge for travel time and mileage within a 50 mile radius of our nearest office. For projects outside a 50 mile radius and less than 100 miles, the mileage rate will be 50 cents per mile. Engineers, Consultants, Supervisors and Technicians are charged portal to portal with minimums from the nearest office to site of work and return, unless otherwise noted. Combination of services will be billed at the applicable higher hourly rate for the day.
6. Reimbursable expenses such as parking, air fare, car rental, food and lodging will be charged at cost plus 20%, unless provided. Subsistence on remote jobs by quotation, unless provided.
7. Outside services performed by others and direct costs expended on the Client's behalf are charged at cost plus 20%, unless otherwise noted.
8. ~~Certified Payrolls will be supplied upon request at a cost of \$75.00 per pay period.~~
9. ~~There will be a minimum project set up fee of \$250 for obtaining plans, specifications, accounting/distribution information and filing of preliminary liens. Invoicing is performed on a monthly basis. Past due account will accumulate interest charges at the rate of 1% per month~~
10. Prices for tests not quoted or discounts for volume work will be given upon request.

Prices subject to change without notice.





Foodservice Equipment, Supplies and Design

**ROBERTCLARK**

CONSULTANTS HOURLY FEE BASE

4.2 For all Designer Additional Services not described or included in Article 2, the Owner shall compensate the Designer at the following rate schedule:

|                                     |            |
|-------------------------------------|------------|
| PRINCIPAL.....                      | 150.00 /hr |
| SENIOR DESIGNER/PROJECT MANAGER.... | 85.00 /hr  |
| CAD/DESIGNER.....                   | 65.00 /hr  |
| ADMINISTRATIVE.....                 | 45.00 /hr  |

4.3 Billings shall be invoiced on a monthly basis and calculated on the percentage of work completed for phases described in the agreement.

- a. Invoices are due payable within 15 days.
- b. Accounts over 30 days past due are subject to a service charge calculated at a monthly rate of 2% and are subject to cessation of work.

ARTICLE 5. CONSULTANT/OWNER RESPONSIBILITY

- 5.1 The Client shall provide full information regarding the requirements for the project as dictated by his Landlord, including LOD's, signage, menu and operational concepts pertinent to the project.
- 5.2 The Client shall compensate the Designer for all work performed, as described herein, within 15 days of receipt of invoices.
- 5.3 The Client or his Architect shall submit all plans, as one comprehensive package, to the Building Department and advise the Designer of the required corrections.
- 5.4 The Client shall be responsible for all plan check or permit fees associated with or required for the project.



**Accurate Consultant Services, LLC**

**Ronald P. Svarc, ASPE, LCPE, GC,  
AACE, MBA, FEWA**

**Rate Sheet**

| <b>Services</b>                 | <b>Rates</b>       |
|---------------------------------|--------------------|
| Estimating/take-offs.....       | \$ 100.00 per hour |
| Document Analysis.....          | \$ 100.00 per hour |
| Meetings .....                  | \$ 100.00 per hour |
| Telephone/conference calls..... | \$ 100.00 per hour |
| Written Reports.....            | \$ 100.00 per hour |
| Travel to and from.....         | \$ No charge       |

Estimates, take-offs and/or Report costs are agreed upon before estimate is performed and are to be paid at time of deliverance. Retentions do not apply to estimates only.

All other fees will be invoiced at the end of the month and payable within 30 days.

All due invoices must be paid within 30 days before further services can be completed.

## **Exhibit C**

### **Consultant Performance Period Time Line**

**1 page**

**P R O J E C T   S C H E D U L E**

PART A (122 CALENDAR DAYS)

|  | <u>Finish</u> |               |
|--|---------------|---------------|
| Proposals Submitted  | 11/16/15      |               |
| County issues notice to proceed  | 12/20/15      |               |
| Kick-off meeting to discuss project  | 12/22/15      |               |
| <b>SURVEY WORK AND PROGRAM ASSESSMENT (5 MEETINGS INCLUDED)</b>                      |               |               |
| Survey Work and Program Assessment (may require more interviews/meetings)            | 01/15/16      |               |
| Second - Fourth meetings with County to review Program                               | 01/27/16      |               |
| Revise Program and update existing facility and utility drawings                     | 01/29/16      |               |
| Fifth meeting with County to review Program, Space Plans and Conceptual Floor Plans  | 02/01/16      |               |
| County approves Program and Space Plans, Conceptual Floor Plans                      | 02/05/16      |               |
| <b>SCHEMATIC DESIGN REFINEMENT (5 MEETINGS INCLUDED)</b>                             |               |               |
| Prepare three (3) Schematic Design packages (Site Plans, Floor Plans, illustrations) | 02/25/16      |               |
| First meeting with the County to review Schematic Design Drawings                    | 02/26/16      |               |
| Revise Schematic Design Drawings per comments  | 03/11/16      |               |
| Second - Fourth meetings with County and Schematic Design Drawings preparation       | 04/01/16      |               |
| Develop final Schematic Design Drawings for review                                   | 04/15/16      |               |
| Provide preliminary Opinion of Probable Construction Cost                            | 04/15/16      |               |
| Fifth meeting to present final Schematic Design Drawings to the District             | 04/18/16      |               |
| District approves Schematic Design   | 04/22/16      |               |
| <b>DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS (3 MEETINGS INCLUDED)</b>           |               |               |
| First meeting to review Design Development documents and materials selections        | 05/16/16      |               |
| Revisions and Design Development Opinion of Probable Construction Cost Document      | 05/27/16      |               |
| Second -- Third meetings to review the Construction Documents at 30%, 60% or 95%     | As required   |               |
| 100% Construction Documents and specifications ready for submittal                   | 07/22/16      |               |
| Submit plans to County Building and Safety for permits                               | 07/25/16      |               |
| First plan-check comments (expedited review)   | 08/12/16      |               |
| Resubmit plans per comments  | 08/22/16      |               |
| Permit approved  | 09/05/16      |               |
| <b>BIDDING</b>   |               |               |
| County prepares bid package  | 08/19/16      |               |
| Bids due to County   | 09/16/16      |               |
| County reviews bids  | 09/23/16      |               |
| County awards contract and Board of Supervisors approves contract                    | 10/14/16      |               |
| <b>CONSTRUCTION OF NEW BUILDING</b>  |               |               |
|  | <u>Start</u>  | <u>Finish</u> |
| Construction to substantial completion   | 10/18/16      | 11/03/17      |
| Punch list   | 11/06/17      | 11/17/17      |
| County move-in   | 11/20/17      | 11/24/17      |