

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



ITEM
3.32
(ID # 8695)

MEETING DATE:

Tuesday, February 26, 2019

FROM : TLMA-TRANSPORTATION:


SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:

Approve the On-Call Landscape Architecture Services Agreement by and between the County of Riverside and Van Dyke Landscape Architects (VDLA) for On-Call Landscape Architecture, Landscape Plan Check, & Landscape Inspection Services for FY 2018/19 through 2020/21, All Districts. [\$325,000 Current FY - \$650,000 Annually - \$1,625,000 Total Costs] Deposit Based Fees 95%, L&LMD 89-1-C 5%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the On-Call Landscape Architecture Services Agreement by and between the County of Riverside and Van Dyke Landscape Architects (VDLA) for On-Call Landscape Architecture, Landscape Plan Check, & Landscape Inspection Services for \$325,000 for Fiscal Year 2018/19 and \$650,000 per fiscal year, for Fiscal Years 2019/20 through 2020/21, for a total amount of \$1,625,000 and authorize the Chairman of the Board to execute the same; and
2. Authorize the Director of Transportation to approve future time extensions, as provided for in the agreement; and
3. Authorize the Director of Transportation to approve no-cost time extensions to complete on-going tasks.


ACTION:Policy


Patricia Romo, Director of Transportation 1/28/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: February 26, 2019
xc: Transp.

Kecia Harper
Clerk of the Board
By: 
Deputy,

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 325,000	\$ 650,000	\$ 1,625,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Deposit Based fees – DBF (95%), L&LMD 89-1-C Projects (5%).			Budget Adjustment:	No
			For Fiscal Year:	18/19- 2020/21

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Transportation Department is responsible for landscape plan check and landscape inspection related to residential, commercial, and industrial development. The Department has experienced periods of increased volume in development related landscape plan checking, inspection, and the requirement to scrutinize proposed water budgets to address state mandated water reductions.

A Request for Proposals (RFP) was issued on July 9, 2018 and advertised on the County of Riverside Transportation Department Website. Three firms submitted qualifications and all three firms were selected to participate in an interview. Pursuant to Board Policy H-7, the consultants were evaluated based on the firm’s experience and qualifications, experience of key personnel and understanding/approach to the project, and processes to manage review costs. The written proposals and oral presentations were evaluated by representatives of the Transportation and Planning Departments.

Van Dyke Landscape Architects (VDLA) was selected as the top ranked firm to provide services on an “as-needed” basis, at a not-to-exceed amount of \$325,000 for the remainder of fiscal year 2018/19 and \$650,000 for fiscal years 19/20 and 20/21. The County has the option to extend the contract for two additional one year extensions following the close of the initial three year period for a total contract term of five fiscal years. The contract provides that it may be canceled by the County without cause with 30 days written notice. The On-Call Landscape Architecture Services, Landscape Plan Check, and Landscape Inspection Services Agreement between the County of Riverside and Van Dyke Landscape Architects (VDLA) includes rates for services developed through negotiations between Van Dyke Landscape Architects (VDLA) and the County Transportation Department. Additional contracts with two other Landscape Architecture Firms will be on a separate agenda item. Entering into contracts with three different firms allows for the greatest flexibility in managing the Department’s workload and allows for firms to review projects that may be within a particular landscape specialty such as a park or master planned communities.

Impact on Residents and Businesses

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

On-call Landscape Architecture Services, Landscape Plan Check, and Landscape Inspection Services provides the flexibility needed to meet the demands of the development community in a timely fashion by having multiple resources available.

Additional Fiscal Information

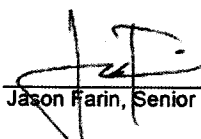
Associated contract costs will be funded using Deposit Based Fees (DBF) with a small percentage being funded by the L&LMD 89-1-C assessments for special landscape projects and inspections. No General Funds will be used for these services.

Contract History and Price Reasonableness

The consultant rates were found to be reasonable for the work proposed while conforming to County and Industry standards.

ATTACHMENT

Van Dyke Landscape Architects (VDLA) Agreement with appendices



Jason Farin, Senior Management Analyst

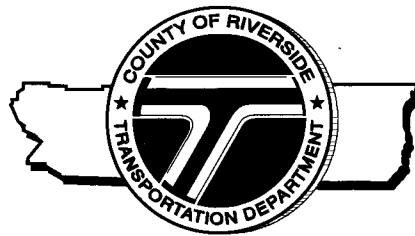
2/19/2019



Gregory Y. Priamos, Director County Counsel

2/11/2019

ON-CALL LANDSCAPE ARCHITECTURE SERVICES AGREEMENT



For

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

Between

COUNTY OF RIVERSIDE • TRANSPORTATION DEPARTMENT

And

Van Dyke Landscape Architects (VDLA)

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

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

<u>COUNTY:</u>	<u>LANDSCAPE ARCHITECT</u>
County of Riverside Transportation Department	Van Dyke Landscape Architects (VDLA)
4080 Lemon Street, 8 th Floor	462 Stevens Avenue, Suite 107
Riverside, CA 92502	Solana Beach, CA 92075-2042

do hereby agree as follows:

ARTICLE I • DESIGNATED CONTACTS

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

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

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

The COUNTY PROJECT MANAGER for COUNTY will be:

- Mark P. Hughes, Technical Engineering Unit Supervisor , RCTD
Transportation Planning/Development Review/Plan Check Division/LMD

ARTICLE II • PROJECT DEFINITION

LANDSCAPE ARCHITECT shall furnish all technical and professional services including labor, material, equipment, transportation, supervision, and expertise to fully and adequately perform and complete the covenants set forth in Appendix A, Scope of Services, which is attached hereto and incorporated herein by reference. All services and deliverables associated with the performance and accomplishment of the covenants described in the Scope of Services is hereinafter collectively referred to as the "PROJECT".

All agents, employees, or subcontractors of LANDSCAPE ARCHITECT doing work for COUNTY shall sign an independent Contractor Agreement, in a form proscribed by COUNTY, acknowledging their status as independent

1 contractors before commencing any work for COUNTY pursuant to this contract or any work assignment.

2 **ARTICLE III • COOPERATIVE AGENCIES**

3 **A. Lead Agency**

4 COUNTY is designated as the lead agency for PROJECT and is working cooperatively with other agencies
5 in the effort to complete PROJECT.

6 **B. Cooperative Agencies**

7 The cooperating agencies are listed below and will hereinafter be collectively referred to as the
8 "AGENCIES".

9 Local Water Districts/Companies/Purveyors

10 State and Federal Agencies

11 **C. COUNTY/AGENCIES Standards**

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

15 **ARTICLE IV • CONDITIONS**

16 **A. Notifications**

17 All notices hereunder and communications regarding interpretation of the terms of this contract and
18 changes thereto shall be effected by the mailing thereof by registered or certified mail, return receipt
19 requested, postage prepaid and addressed to the attention of the LANDSCAPE ARCHITECT PROJECT
20 MANAGER or the COUNTY PROJECT MANAGER at the respective addresses provided on page one (1)
21 of this contract.

22 **B. Assignment**

23 Without written consent of COUNTY, this agreement is not assignable by LANDSCAPE ARCHITECT either
24 in whole or in part.

25 **C. Subcontracts**

- 26 1. LANDSCAPE ARCHITECT shall perform the services contemplated with resources available within its own
27 organization. No portion of the services pertinent to this contract shall be subcontracted without written
authorization by the COUNTY PROJECT MANAGER, except that which is expressly identified in this

1 contract.

- 2 2. In the event LANDSCAPE ARCHITECT subcontracts any portion of LANDSCAPE ARCHITECT'S duties
3 under this agreement, LANDSCAPE ARCHITECT shall require its subcontractors to comply with the terms
4 of this contract in the same manner as required of LANDSCAPE ARCHITECT including, but not limited to;
5 indemnification of the COUNTY, requiring the same insurance of Subcontractors as required of
6 LANDSCAPE ARCHITECT, and having Subcontractor's insurance name the COUNTY as Additional
7 Insured for each type of insurance where this Agreement requires LANDSCAPE ARCHITECT'S insurance
8 to name COUNTY as Additional Insured.

9 **D. Modifications**

- 10 1. This contract may be amended or modified only by mutual written agreement of the parties. No alteration
11 or variation of the terms of this contract will be valid unless made in writing and signed by the parties hereto
12 and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto.
- 13 2. Minor modifications are changes that do not substantially affect the Scope of Service. Minor modifications
14 may be: revisions to the timeline set forth in Timeline, Budget and Fee Schedule of Services, minor increase
15 in hourly rate in line with CPI-U for Riverside County at a rate not greater than 3% per a year after completion
16 of the first year; adjustment of mileage rate to current IRS rate, the substitution of County forces for any line
17 item of work that was included in the original Scope of Service. All requests for minor modifications must
18 be approved in writing by the Director of Transportation, or their designee, prior to implementing the change.
- 19 3. There shall be no change in the LANDSCAPE ARCHITECT PROJECT MANAGER or key members of the
20 PROJECT team without prior written approval by the COUNTY PROJECT MANAGER.
- 21 4. All modifications that do not fit within the definition of a minor modification to the contract shall be considered
22 a major change and must be approved in writing by the LANDSCAPE ARCHITECT and COUNTY Board
23 of Supervisors prior to implementing the major change.

24 **E. COUNTY Directives**

25 LANDSCAPE ARCHITECT PROJECT MANAGER shall receive contract directions and interpretations from
26 the COUNTY PROJECT MANAGER.

27 **F. Liability**

1. LANDSCAPE ARCHITECT has total responsibility for the accuracy and completeness of all plans,

1 estimates, calculations, data, reports, and documentation prepared by or on behalf of LANDSCAPE
2 ARCHITECT for this PROJECT and shall check all such material accordingly. The data and plans will be
3 reviewed by COUNTY. The responsibility for accuracy and completeness of such items remains solely that
4 of LANDSCAPE ARCHITECT. Neither COUNTY'S review nor approval shall give rise to any liability or
5 responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve LANDSCAPE
6 ARCHITECT of its professional responsibilities or obligations under this Agreement.

- 7
- 8 2. The plans, estimates, calculations, data, reports, and other documents furnished in accordance with the
9 Scope of Services shall meet the criteria for acceptance and be a product of neat appearance, well
10 organized, technically and grammatically correct, checked, and having the preparer and checker identified.
11 The minimum standard of appearance, organization and contents shall be of similar types produced by
12 COUNTY and AGENCIES. If any work product submitted is not complete and ready for use by COUNTY
13 on PROJECT, it shall be marked "Draft" or similar designation to indicate it is not ready for use by COUNTY.
14 COUNTY expects that all work product not so designated is ready for and will be used on PROJECT.
- 15 3. The page identifying preparers of engineering reports, the title sheet for calculations and/or each sheet of
16 plans prepared in the performance of this PROJECT, shall bear the professional seal, certificate number,
17 registration classification, expiration date of the certificate, and signature of the professional(s) responsible
18 for their preparation.
- 19 4. COUNTY and LANDSCAPE ARCHITECT agree that plans, estimates, calculations, data, reports,
20 documents, and/or other work products are for the exclusive use of COUNTY and may be used by COUNTY
21 for the PROJECT described on the face hereof. Such plans, estimates, calculations, data, reports,
22 documents, and/or PROJECT work products may not be changed or used on a different project without the
23 written authorization or approval by LANDSCAPE ARCHITECT.
- 24 5. LANDSCAPE ARCHITECT acknowledges that the plans, estimates, calculations, data, reports, documents
25 and/or other work products may be used by COUNTY for the PROJECT regardless of any disputes that
26 may develop between LANDSCAPE ARCHITECT and COUNTY. All plans, estimates, calculations, data,
27 reports, documents and/or other work products shall be deemed the sole and exclusive property of
COUNTY and ownership thereof is irrevocably vested in COUNTY whether the PROJECT is executed or
not.

- 1 6. LANDSCAPE ARCHITECT, and the agents and employees of LANDSCAPE ARCHITECT, in the
2 performance of this agreement, shall act in an independent capacity and not as officers, employees, or
3 agents of COUNTY.
- 4 7. LANDSCAPE ARCHITECT has the sole discretion to determine how, when, and where to perform services
5 required to achieve the final result specified in the Scope of Services for the PROJECT subject to PROJECT
6 timelines and availability during COUNTY regular operating hours.
- 7 8. LANDSCAPE ARCHITECT has the right to perform services for other clients during the term of this contract
8 as long as services are not in direct conflict with the services provided to COUNTY.
- 9 9. LANDSCAPE ARCHITECT, and the agents and employees of LANDSCAPE ARCHITECT, shall not be
10 entitled to and is not eligible for COUNTY employee benefits, including but not limited to, medical, dental
11 or vision insurance, life insurance, retirement benefits, vacation or sick pay, or any other benefit or
12 compensation beyond that which is set forth explicitly in this contract.
- 13 10. LANDSCAPE ARCHITECT shall provide and maintain, throughout the term of this contract, their own
14 workspace, tools, equipment and supplies necessary to perform the duties set forth for LANDSCAPE
15 ARCHITECT under this contract. Notwithstanding the foregoing, COUNTY may, at its sole discretion, and
16 with its prior written consent, provide access to COUNTY facilities, offices or meeting rooms during regular
17 business hours for meetings, conferences or other work of LANDSCAPE ARCHITECT.

18 **G. Indemnification and Defense**

- 19 1. The LANDSCAPE ARCHITECT agrees to and shall indemnify and hold harmless the County of Riverside,
20 its Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of
21 Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter
22 individually and collectively referred to as "Indemnitees") from all liability, including, but not limited to loss,
23 suits, claims, demands, actions, or proceedings for any alleged or actual negligence, recklessness, willful
24 misconduct, of LANDSCAPE ARCHITECT, its directors, officers, partners, employees, agents or
25 representatives or any person or organization for whom LANDSCAPE ARCHITECT is responsible, arising
26 out of or from the performance of services under this Agreement. To the extent a loss, suit, claim, demand,
27 action, or proceeding is based on actual or alleged acts or omissions of LANDSCAPE ARCHITECT which
are not design professional services, LANDSCAPE ARCHITECT shall indemnify Indemnitees whether or

1 not LANDSCAPE ARCHITECT is negligent.

- 2 2. LANDSCAPE ARCHITECT further agrees to and shall indemnify and hold harmless the indemnitees from
3 all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees or
4 subcontractors of LANDSCAPE ARCHITECT for salary, wages, compensation, health benefits, insurance,
5 retirement or any other benefit not explicitly set forth in this contract and arising out of work performed for
6 COUNTY pursuant to this contract.
- 7 3. LANDSCAPE ARCHITECT shall defend and pay, at its sole expense, all costs and fees, including but not
8 limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or
9 proceedings to the extent and in proportion to the percentage, such costs and fees arise out of, pertain to,
10 or relate to the negligence, recklessness or willful misconduct of LANDSCAPE ARCHITECT arising out of
11 or from the performance of services under this contract. The duty to defend applies to any alleged or actual
12 negligence, recklessness, willful misconduct, error or omission of LANDSCAPE ARCHITECT. The duty to
13 defend shall apply whether or not LANDSCAPE ARCHITECT is a party to the lawsuit, and shall apply
14 whether or not LANDSCAPE ARCHITECT is directly liable to the plaintiffs in the lawsuit. The duty to defend
15 applies even if Indemnitees are alleged or found to be actively negligent, but only in proportion to the
16 percentage of fault of CONSULTANT.
- 17 4. The specified insurance provisions and limits required in this contract shall in no way limit or circumscribe
18 LANDSCAPE ARCHITECT'S obligations to indemnify and hold harmless Indemnitees from third party
19 claims.
- 20 5. In the event there is conflict between the indemnity and defense provisions and California Civil Code
21 Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil
22 Code sections 2782 and 2782.8.

23 **H. Quality Control**

24 LANDSCAPE ARCHITECT shall implement and maintain the following quality control procedures during
25 the preparation of the plans and documents relating to PROJECT. LANDSCAPE ARCHITECT shall have
26 a quality control plan in effect during the entire time services are being performed under this contract. The
27 plan shall establish a process whereby calculations are independently checked, plans checked, corrected
and back-checked, and all job related correspondence and memoranda routed and received by affected

1 persons and then bound in appropriate job files. Where several drawings show different work in the same
2 area, means shall be provided to avoid conflicts and misalignment in both new and existing improvements.
3 Evidence that the quality control plan is functional may be requested by the COUNTY PROJECT
4 MANAGER. All plans, calculations documents and other items submitted to the COUNTY PROJECT
5 MANAGER for review shall be marked clearly as being fully checked and that the preparation of the material
6 followed the quality control plan established for the work.

7 **I. Value Engineering**

8 Elements of PROJECT may be considered for Value Engineering Studies. To this end, the COUNTY
9 PROJECT MANAGER may direct the LANDSCAPE ARCHITECT to examine the various elements of a
10 design segment and submit an informal written statement or memorandum addressing those elements
11 where it appears significant savings and other advantages can be realized. The statement shall be
12 sufficiently informative to enable COUNTY to determine whether to direct a detailed Value Engineering
13 Study or possibly direct immediate design changes where the value of the change is apparent without the
14 need of detailed study and analysis.

- 15 2. LANDSCAPE ARCHITECT or its subcontractors shall not incorporate in the design materials or equipment
16 of single or sole source origin without written approval of COUNTY. Proprietary names of material or
17 equipment shall not be used in the plans and specifications.

18 **J. Extra Work**

- 19 1. LANDSCAPE ARCHITECT shall not perform Extra Work until receiving written authorization from the
20 COUNTY PROJECT MANAGER.
21 2. In the event that COUNTY directs LANDSCAPE ARCHITECT to provide services constituting Extra Work,
22 COUNTY shall provide extra compensation to the LANDSCAPE ARCHITECT. Allowable compensation for
23 approved extra work will be based on the provisions of Appendix C, Budget, which is attached hereto and
24 incorporated herein by reference.
25 3. An amendment to this contract providing for such compensation for Extra Work shall be issued by COUNTY
26 to LANDSCAPE ARCHITECT. Such Amendment shall not be effective until executed by both parties.

27 **K. Disputes**

1. In the event a dispute or objection over work requested by COUNTY pursuant to this contract, LANDSCAPE

1 ARCHITECT agrees to first consult with COUNTY PROJECT MANAGER regarding the dispute or objection
2 and to take all appropriate action to protect the interests of COUNTY and the PROJECT, including promptly
3 complying with COUNTY requests when time is of the essence. In the event LANDSCAPE ARCHITECT
4 considers any work demanded of him to be outside the requirements of the contract, or if he considers any
5 order, instruction, or decision of COUNTY to be unfair, he shall promptly upon receipt of such order,
6 instruction or decision, ask for a written confirmation of the same whereupon he shall proceed without delay
7 to perform the work or to conform to the order, instruction, or decision; but unless LANDSCAPE
8 ARCHITECT finds such order, instruction, or decision satisfactory, he shall within 20 days after receipt of
9 same, file a written protest with COUNTY stating clearly and in detail his objections and reasons therefore.
10 Except for such protests or objections as are made of record in the manner specified and within the time
11 stated herein, and except for such instances where the basis of a protest could not reasonably have been
12 foreseen by LANDSCAPE ARCHITECT within the time limit specified for protest, LANDSCAPE
13 ARCHITECT hereby waives all grounds for protests or objections to the orders, instruction, or decisions of
14 COUNTY and hereby agrees that, as to all matters not included in such protests, the orders, instructions
15 and decisions of COUNTY will be limited to matters properly falling within COUNTY's authority.

- 16 2. Any controversy or claim arising out of or relating to this contract which cannot be resolved by mutual
17 agreement may be settled by arbitration in accordance with the rules of the American Arbitration
18 Association, provided that the parties mutually agree to submit to arbitration.
- 19 3. Neither the pendency of a dispute nor its consideration by arbitration will excuse LANDSCAPE ARCHITECT
20 from full and timely performance in accordance with the terms of the contract.

21 **L. Termination Without Cause**

- 22 1. COUNTY reserves the right to terminate this contract at COUNTY's discretion and without cause, upon
23 thirty (30) calendar days written notice to LANDSCAPE ARCHITECT.
- 24 2. In the event of termination of the Agreement, upon demand, LANDSCAPE ARCHITECT shall deliver to
25 COUNTY all plans, estimates, calculations, data, reports, documentation, drawings, specifications, and all
26 other materials and documents prepared by LANDSCAPE ARCHITECT in the performance of this
27 Agreement. All such documents and materials shall be property of COUNTY.
3. In the event that the contract is terminated, LANDSCAPE ARCHITECT is entitled to full payment for all

1 services performed up to the time written notice of contract cancellation is received by LANDSCAPE
2 ARCHITECT. Payment shall be made for actual services performed in the performance of the PROJECT
3 to date based upon Appendix A, Scope of Services, as contracted for, less payments made to date; plus
4 any amount for authorized, but unpaid, extra work performed and costs incurred.

5 **M. Termination for Lack of Performance**

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

12 **N. Insurance**

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

20 1. Workers' Compensation:

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

26 2. Commercial General Liability:

27 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

1 liability coverage, covering claims which may arise from or out of LANDSCAPE ARCHITECT'S performance
2 of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability
3 shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general
4 aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence
5 limit.

6 3. Vehicle Liability:

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

12 4. Professional Liability:

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

23 5. General Insurance Provisions - All lines:

- 24 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of
25 California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are
26 waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement
27 for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The LANDSCAPE ARCHITECT must declare its self-insured retentions. If such self-insured retentions

1 exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County
2 Risk Manager before the commencement of operations under this Agreement. Upon notification of self-
3 insured retentions which are deemed unacceptable to the COUNTY, at the election of the County's
4 Risk Manager, LANDSCAPE ARCHITECT insurance carriers shall either; 1) reduce or eliminate such
5 self-insured retentions as respect to this Agreement with the COUNTY, or 2) procure a bond which
6 guarantees payment of losses and related investigations, claims administration, defense costs and
7 expenses.

8 c. LANDSCAPE ARCHITECT shall cause LANDSCAPE ARCHITECT'S insurance carrier(s) to furnish the
9 County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified
10 original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so
11 orally or in writing by the County Risk Manager, provide original Certified copies of policies including all
12 Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further,
13 said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that
14 thirty (30) days written notice shall be given to the County of Riverside prior to any material modification,
15 cancellation, expiration or reduction in coverage of such insurance. In the event of a material
16 modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith,
17 unless the County of Riverside receives, prior to such effective date, another properly executed original
18 Certificate of Insurance and original copies of endorsements or certified original policies, including all
19 endorsements and attachments thereto evidencing coverage's set forth herein and the insurance
20 required herein is in full force and effect. LANDSCAPE ARCHITECT shall not commence operations
21 until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies
22 of endorsements and if requested, certified original policies of insurance including all endorsements
23 and any and all other attachments as required in this Section. An individual authorized by the insurance
24 carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of
25 Insurance.

26 d. It is understood and agreed to by the parties hereto that the LANDSCAPE ARCHITECT'S insurance
27 shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-
insured retention's or self-insured programs shall not be construed as contributory.

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

7 f. LANDSCAPE ARCHITECT shall pass down the insurance obligations contained herein to all tiers of
8 subcontractors working under this Agreement

9 **O. Conflict of Interest**

10 LANDSCAPE ARCHITECT warrants, by execution of this contract, that no person or selling agency has
11 been employed or retained to solicit or secure this contract upon an agreement or understanding for a
12 commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide
13 established commercial or selling agencies maintained by LANDSCAPE ARCHITECT for the purpose of
14 securing business. For breach or violation of this warranty, COUNTY has the right to annul this contract
15 without liability, pay only for the value of the work actually performed, or in its discretion to deduct from the
16 contract price or consideration, or otherwise recover, the full amount of such commission, percentage,
17 brokerage, or contingent fee. LANDSCAPE ARCHITECT may be requested to complete a Conflict of
18 Interest Statement prior to, during, or after execution of this contract. LANDSCAPE ARCHITECT
19 understands that as a condition of this contract LANDSCAPE ARCHITECT agrees to complete the Conflict
20 of Interest Statement when requested to do so by COUNTY.

21 **P. Legal Compliance**

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

26 **Q. Nondiscrimination**

27 1. During the performance of this contract, LANDSCAPE ARCHITECT and its Subcontractors shall not act
unlawfully against any employee or applicant for employment because of race, religion, color, national

1 origin, ancestry, physical handicap, medical condition, marital status, age or sex. LANDSCAPE
2 ARCHITECT and Subcontractor shall comply with the provisions of the Fair Employment and Housing Act
3 (Government Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California
4 Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment
5 and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of
6 Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference
7 and made a part hereof as if set forth in full. LANDSCAPE ARCHITECT and its Subcontractors shall give
8 written notice of their obligations under this clause to labor organizations with which they have a collective
9 bargaining or other agreement.

- 10 2. LANDSCAPE ARCHITECT will provide all information and reports required by the Regulations, or orders
11 and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other
12 sources of information, and its facilities as may be determined by COUNTY or AGENCIES to be pertinent
13 to ascertain compliance with such Regulations, orders and instructions. Where any information required of
14 LANDSCAPE ARCHITECT is in the exclusive possession of another who fails or refuses to furnish this
15 information, LANDSCAPE ARCHITECT shall so certify to COUNTY, or the Federal Highway Administration
16 as appropriate and shall set forth what efforts he has made to obtain the information.
- 17 3. In the event of LANDSCAPE ARCHITECT's noncompliance with the nondiscrimination provisions of this
18 contract, COUNTY shall impose such contract sanctions as it determines to be appropriate, including, but
19 not limited to:
- 20 • Withholding of payments to LANDSCAPE ARCHITECT under the contract until LANDSCAPE
21 ARCHITECT complies;
 - 22 • Cancellation, termination, or suspension of the contract in whole or in part.
- 23 4. LANDSCAPE ARCHITECT shall include the nondiscrimination and compliance provisions of this clause in
24 all subcontracts to perform work under this contract.
- 25 5. LANDSCAPE ARCHITECT shall comply with Title VI of the Civil Rights Act of 1964, as amended.
26 Accordingly, 49 CFR 21 through Appendix H and 23 CFR 710.405(b) are applicable to this contract by
27 reference.

R. Labor Code and Prevailing Wages

1. Certain Classifications of Labor under this contract may be subject to prevailing wage requirements.
2. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's compensation insurance and directly effect the method of prosecution of the work by LANDSCAPE ARCHITECT and subject it under certain conditions to penalties and forfeitures. Execution of the contract by the parties constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter 1, constitutes LANDSCAPE ARCHITECT's certification that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes LANDSCAPE ARCHITECT's certification as follows: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."
3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>.
4. Should a portion of the project contain Federal funding, Federal minimum wages shall be used. The Federal minimum wage rates for this project as determined by the United States Secretary of Labor are available from the U.S Department of Labor, Employment Standards Administration, Wage and Hour Division's Internet website at <http://www.access.gpo.gov/davisbacon>. If there is a difference between the minimum wage rates determined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the LANDSCAPE ARCHITECT and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage

1 determinations. Where Federal wage determinations do not contain the State wage rate determination
2 otherwise available for use by the LANDSCAPE ARCHITECT and subcontractors, the LANDSCAPE
3 ARCHITECT and subcontractors shall pay not less than the Federal minimum wage rate which most closely
4 approximates the duties of the employees in question.

5 **S. Review and Inspection**

6 LANDSCAPE ARCHITECT and any Subcontractors shall permit COUNTY and/or AGENCIES to review
7 and inspect PROJECT activities including review and inspection on a daily basis.

8 **T. Record Retention / Audits**

- 9 1. LANDSCAPE ARCHITECT, Subcontractors, and COUNTY shall maintain all books, documents, papers,
10 accounting records, and other evidence pertaining to the performance of the contract, but not limited to, the
11 costs of administering the contract. All parties shall make such materials available at their respective offices
12 at all reasonable times during the contract period and for three years from the date of final payment under
13 the contract or three years from project closeout, whichever is later.
- 14 2. COUNTY, Caltrans, the State Auditor General, FHWA or any duly authorized representative of the Federal
15 Government shall have access to any books, records, and documents of LANDSCAPE ARCHITECT that
16 are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall
17 be furnished if requested. (Government Code Section 105320)

18 **U. Ownership of Data**

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

22 **V. Confidentiality of Data**

- 23 1. All financial, statistical, personal, technical or other data and information which is designated confidential
24 by COUNTY or AGENCIES, and made available to LANDSCAPE ARCHITECT in order to carry out this
25 contract, shall be protected by LANDSCAPE ARCHITECT from unauthorized use and disclosure.
- 26 2. Permission to disclose information on one occasion for a public hearing held by COUNTY or AGENCIES
27 relating to this contract shall not authorize LANDSCAPE ARCHITECT to further disclose such information
or disseminate the same on any other occasion.

- 1 3. LANDSCAPE ARCHITECT shall not comment publicly to the press or any other media regarding this
2 contract, including COUNTY or Agencies actions regarding this contract. Communication shall be limited
3 to COUNTY, Agency or LANDSCAPE ARCHITECT's staff that are involved with the project, unless
4 LANDSCAPE ARCHITECT shall be requested by COUNTY to attend a public hearing or respond to
5 questions from a Legislative committee.
- 6 4. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and
7 nondisclosure of the same.
- 8 5. LANDSCAPE ARCHITECT shall not issue any news release or public relations item of any nature
9 whatsoever regarding work performed or to be performed under this contract without prior review of the
10 contents thereof by COUNTY and receipt of COUNTY's written permission.

11 **W. Funding Requirements**

- 12 1. All obligations of COUNTY are subject to appropriation of resources by various Federal, State and local
13 agencies.
- 14 2. This contract is valid and enforceable only if sufficient funds are made available to COUNTY for the purpose
15 of this PROJECT. In addition, this contract is subject to any additional restrictions, limitations, conditions
16 or any statute enacted by Congress, State Legislature or COUNTY that may affect the provisions, terms or
17 funding of this contract in any manner.
- 18 3. It is mutually agreed that if sufficient funds for the program are not appropriated, this contract will be
19 amended or terminated to reflect any reduction in funds.

20 **X. GIS Information**

- 21 1. "GIS Information" shall include GIS digital files (including the information or data contained therein) and any
22 other information, data, or documentation from County GIS (regardless of medium or format) that is
23 provided pursuant to this contract.
- 24 2. LANDSCAPE ARCHITECT acknowledges that the unauthorized use, transfer, assignment, sublicensing,
25 or disclosure of the GIS information, documentation, or copies thereof will substantially diminish their value
26 to COUNTY. LANDSCAPE ARCHITECT acknowledges and agrees that COUNTY GIS information is a
27 valuable proprietary product, embodying substantial creative efforts, trade secrets, and confidential
information and ideas. COUNTY GIS information is and shall remain the sole property of COUNTY; and

1 there is no intention of COUNTY to transfer ownership of COUNTY GIS information.

- 2 3. COUNTY GIS information is made available to LANDSCAPE ARCHITECT solely for use in the normal
3 course of LANDSCAPE ARCHITECT's business to produce reports, analysis, maps and other deliverables
4 only for this PROJECT and as described within the Scope of Services.
- 5 4. LANDSCAPE ARCHITECT agrees to indemnify and hold harmless COUNTY, its officers, employees and
6 agents from any and all liabilities, claims, actions, losses or damages relating to or arising from
7 LANDSCAPE ARCHITECT's use of COUNTY GIS information.
- 8 5. GIS information cannot be used for all purposes; and GIS information may not be complete for all purposes.
9 Additional investigation or research by LANDSCAPE ARCHITECT into other sources will be required. GIS
10 information is intended only as an information base and is not intended to replace any legal records.
11 COUNTY has used and will continue to use its best efforts to correctly input into COUNTY GIS the
12 information contained in various legal and other records; but COUNTY accepts no responsibility for any
13 conflict with actual legal records or for information not transferred from legal records to COUNTY GIS.
14 COUNTY has attempted to update GIS information as often as is practically feasible. However,
15 LANDSCAPE ARCHITECT should be aware that GIS information may not be current and changes or
16 additions to the information contained in COUNTY GIS may not yet be reflected in COUNTY GIS.
- 17 6. COUNTY accepts no responsibility for the use of GIS information; and COUNTY provides no warranty for
18 the use of COUNTY GIS or COUNTY GIS information by LANDSCAPE ARCHITECT. THE WARRANTIES
19 SPECIFICALLY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES,
20 EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR
21 A PARTICULAR PURPOSE; AND SUCH OTHER WARRANTIES ARE HEREBY EXCLUDED.
- 22 7. Final plans, drawings or PROJECT work products will be provided in an electronic format suitable for
23 inclusion within the COUNTY GIS or CADD Systems by LANDSCAPE ARCHITECT and will contain the
24 appropriate meta data and will be geographically registered using an appropriate coordinate system such
25 as the California State Plane Coordinate System NAD 83.

26 **ARTICLE V • PERFORMANCE**

27 **A. Performance Period**

1. This Contract shall begin upon notification to proceed by the COUNTY PROJECT MANAGER.

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

14 **B. Time Extensions**

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

23 **C. Reporting Progress**

- 24 1. As part of the monthly invoice LANDSCAPE ARCHITECT shall submit a progress report in accordance with
25 COUNTY Engineering Services Progress Reporting Guidelines. Progress Reports shall indicate the
26 progress achieved during the previous month in relation to the Schedule of Services. Submission of such
27 progress report by LANDSCAPE ARCHITECT shall be a condition precedent to receipt of payment from

1 COUNTY for each monthly invoice submitted.

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

7 **D. Evaluation of LANDSCAPE ARCHITECT**

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

9 **ARTICLE VI • COMPENSATION**

10 **A. Work Authorization**

11 LANDSCAPE ARCHITECT shall not commence performance of any work or PROJECT services until
12 directed by COUNTY. No payment will be made for any work performed prior to approval of this contract.

13 **B. Basis of Compensation**

- 14 1. PROJECT services as provided under this contract and as described in the Scope of Services, shall be
15 compensated for as defined in Appendix C, Budget, which is attached hereto and incorporated herein by
16 reference. Reimbursement is to be made at actual cost. If a time extension is authorized by the Director of
17 Transportation, any unused budget from the original contract period will not be available to be used during
18 the time extension period. PROJECT budget is based on fiscal year, July 1 to June 30 of the following year.
19 If a contingency budget is provided, COUNTY shall hold such contingency in reserve for unforeseen Extra
20 Work that may arise during the performance of this agreement. Contingency budget shall only be used at
21 the discretion of the COUNTY PROJECT MANAGER, and with prior written authorization by the COUNTY
22 PROJECT MANAGER. No additional compensation for Extra Work will be paid except upon the issuance
23 of an Extra Work Order by COUNTY.
- 24 2. Prior authorization in writing by the COUNTY PROJECT MANAGER will be required before LANDSCAPE
25 ARCHITECT enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies,
26 equipment or consultant services. LANDSCAPE ARCHITECT shall provide an evaluation of the necessity
27 or desirability of incurring such costs.

- 1 3. For purchase of any item, service or consulting work not covered in LANDSCAPE ARCHITECT's proposal
2 and exceeding \$500, with prior authorization by the COUNTY PROJECT MANAGER, three competitive
3 quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.
- 4 4. Any equipment purchased as a result of this contract is subjected to the following: LANDSCAPE
5 ARCHITECT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined
6 as having a useful life of at least two years and an acquisition cost of \$500 or more. If the purchased
7 equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit. At
8 the conclusion of the contract or if the contract is terminated, LANDSCAPE ARCHITECT may either keep
9 the equipment and credit COUNTY in an amount equal to its fair market value or sell such equipment at
10 the best price obtainable at a public or private sale in accordance with established COUNTY procedures
11 and credit COUNTY in an amount equal to the sales price. If LANDSCAPE ARCHITECT elects to keep the
12 equipment, fair market value shall be determined, at LANDSCAPE ARCHITECT's expense, on the basis of
13 a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser
14 mutually agreeable by COUNTY, and LANDSCAPE ARCHITECT. If it is determined to sell the equipment,
15 the terms and conditions of such sale must be approved in advance by COUNTY and AGENCIES.
- 16 5. The consideration to be paid LANDSCAPE ARCHITECT, as provided herein, shall be in compensation for
17 all of LANDSCAPE ARCHITECT's expenses incurred in the performance hereof, including travel and per
18 diem, unless otherwise expressly so provided.
- 19 6. LANDSCAPE ARCHITECT agrees that the Contract Cost Principles and Procedures, CFR 48, Federal
20 Acquisition Regulations Systems, Chapter 1, Part 31, shall be used to determine the allow ability of
21 individual items of cost.
- 22 7. LANDSCAPE ARCHITECT also agrees to comply with Federal procedures in accordance the Code of
23 Federal Regulations Section 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative
24 Agreements to State and Local Governments
- 25 8. In the event of errors or omissions in the plans for PROJECT, LANDSCAPE ARCHITECT shall perform the
26 necessary landscape architecture services required to correct such errors and omissions without additional
27 charge to COUNTY.

- 1 9. Compensation for project reporting and administration shall be incorporated into fees for landscape plan
2 check reviews. If the review is for a landscape concept plan (LCP), a TTM, PPT, or CUP should be charged
3 for invoicing. If the review is for a landscape construction plan set (CDs), a PPA, LSP, LPP, or IP should
4 be charged for invoicing. Notes shall be placed in PLUS software as required by the COUNTY PROJECT
5 MANAGER. The LANDSCAPE ARCHITECT should coordinate with the County to ensure the appropriate
6 project number is charged.

7 **C. Progress Payments**

- 8 1. LANDSCAPE ARCHITECT shall submit monthly invoices for PROJECT Services in accordance with
9 Appendix C, Budget & Fee Schedule of Services, and in accordance with COUNTY Engineering Services
10 Invoicing Procedures.
- 11 2. LANDSCAPE ARCHITECT shall submit an invoice each month for PROJECT services performed during
12 the preceding month. Invoices shall be submitted to the COUNTY PROJECT MANAGER and shall be
13 included with a Progress Report covering the same period as the submitted invoice. Invoices shall show
14 separate line item totals for each work order or extra work task.
- 15 3. Progress payments will be based on PROJECT services provided and actual costs incurred. Payments
16 made prior to the completion of each phase will not exceed the amount allowed in LANDSCAPE
17 ARCHITECT's cost proposal for the completion of that phase and prior phases, unless approved in writing
18 by the COUNTY PROJECT MANAGER.
- 19 4. Progress payments will be made as promptly as fiscal procedures will permit upon receipt by the COUNTY
20 PROJECT MANAGER of itemized invoices.
- 21
22
23
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27

ARTICLE VII • APPROVALS

COUNTY Approvals


LANDSCAPE ARCHITECT Approvals

RECOMMENDED FOR APPROVAL:

LANDSCAPE ARCHITECT:


PATRICIA ROMO
Director of Transportation

Dated: 1/29/2019

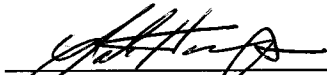

Mitch Phillippe
Principal, RLA #3781
Van Dyke Landscape Architects

Dated: 1-7-2019

APPROVED AS TO FORM:



GREGORY P. PRIAMOS
County Counsel

Dated: 1/29/19


Yate Hooper, CID, CLIA
Principal
Van Dyke Landscape Architects

Dated: 1-7-19

APPROVAL BY THE BOARD OF SUPERVISORS:


KEVIN JEFFRIES
Chairman, Riverside County Board of Supervisors

Dated: FEB 26 2019

ATTEST:


KECIA HARPER
Clerk of the Board

Dated: FEB 26 2019

Clerk of the Board (SEAL)

APPENDIX A • SCOPE OF SERVICES

A. PROJECT DESCRIPTION

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

B. LOCATION

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

- Mark P. Hughes, Technical Engineering Unit Supervisor, 951-955-6767
4080 Lemon Street, 8th Floor, Riverside, CA. 92501

C. COORDINATION

LANDSCAPE ARCHITECT and their personnel shall coordinate with the COUNTY PROJECT MANAGER and other County personnel as required. LANDSCAPE ARCHITECT's personnel shall report to the requesting COUNTY PROJECT MANAGER at the beginning and end of shift. Shift hours generally are 7:00am to 5:00pm, Monday thru Friday, with a one-hour lunch, subject to variation for the contractor's work schedule. Inspection Personnel shall keep daily logs inclusive of projects visited, mileage, inspection reports, contact information from inspections, and other relevant or requested information as asked by the COUNTY PROJECT MANAGER. Landscape Inspections related to final permit sign off shall be submitted ASAP to the COUNTY PROJECT MANAGER and preferably before leaving the site.

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

- Review, redline, comment, and/or approve Conceptual Landscape Plan. If Concept Landscape Plan requires changes or additional information prior to approval, make comments clear and precise;
- Review, redline, comment, and/or approve Landscape Plan Cover Sheet and Title Block;
- Review, redline, comment, and/or approve Landscape Irrigation Plans (per Ord. 348, 460, 461, & 859), IA standards, and ET requirements;

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

18 **E. WORK FLOW METHODOLOGY FOR LANDSCAPE IMPROVEMENT PLAN CHECKING**
19 **(ONSITE AND OFFSITE, ROW)**

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

21 LANDSCAPE ARCHITECT shall:

- 22 1. Review for completeness of submittal. Document any submittal deficiencies and advise the COUNTY as
23 necessary. Identify any additional reference materials required for a thorough plan check, such as related
24 off-site improvement plans, grading plans, maintenance exhibits, approved landscape conceptual plan,
25 studies, or memoranda.
- 26 2. Review project with respect to the relationship between the on- and off-site improvements in order to
27 achieve an understanding of the overall project concept.

- 1 3. Review conditions of approval. Review plan submittal documents for conformance with these conditions.
- 2 4. Compare construction documents against the approved landscape conceptual plan for landscape
- 3 improvement for tree layout, plant material density, and overall landscape improvement compared to
- 4 landscape conceptual plan. Compare construction documents against approved landscape conceptual
- 5 plans and existing approved conditions to verify street widths, sidewalk type and location, trail location
- 6 and width, right-of-way line, and any identified or other potential discrepancies found within the
- 7 construction documents or existing approved conditions . Notify COUNTY of any identified or potential
- 8 discrepancies.
- 9 5. Conduct detailed review of the plans based on the COUNTY's plan check protocol, professional
- 10 landscape judgment and experience and industry standards. This review includes verification of
- 11 compliance with County Ordinance 348, 460, 461, 499, and 859. In addition, report studies, and other
- 12 supporting documentation are reviewed for accuracy and appropriateness.
- 13 6. Provide comments and redlines via Bluebeam software.
- 14 7. Prepare memorandum documenting plan check findings. These findings are then discussed in a plan
- 15 check review conference if needed between LANDSCAPE ARCHITECT and COUNTY staff if requested
- 16 by the County. All review comments are reviewed and modified as required, and formalized into an
- 17 official review summary for transmittal to the plan originator.
- 18 8. On an as-requested basis, meet with plan originators to discuss and/or clarify plan check comments.

19 The foregoing process applies to review through all plan checks. Subsequent plan checks shall proceed
20 along the following steps:

- 21 1. Upon receipt of resubmitted plans and supporting documents, verify completeness of the submittals,
- 22 including conformance with requests for supporting or supplemental documentation.
- 23 2. Review any additional materials, reports, studies, etc. requested as part of the preceding plan check(s)
- 24 for accuracy and completeness. Verify conformance with previous plan check comments.
- 25 3. Respond to any special requests made by COUNTY, e.g., plan check for landscape maintenance by
- 26 special maintenance district. This type of request typically occurs when a development is condition to
- 27 enter a maintenance district for on-going landscape maintenance.

- 1 4. Presuming all previous review comments and requests for additional information have been satisfactorily
2 addressed, and no significant changes to the project are anticipated, prepare a final approval package
3 with all required supporting documentation. Package shall include a Letter of Recommendation for
4 Approval, and signed "Recommended for Approval" in Bluebeam, and shall be submitted to the COUNTY
5 for final processing.

6 **F. LANDSCAPE MAINTENANCE FIELD INSPECTION SERVICES - LMD**

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

22 **G. WORK FLOW METHODOLOGY FOR LANDSCAPE MAINTENANCE FIELD INSPECTION SERVICES - LMD**

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

- 25 1. Physically visit the site and review the site completely. Document any landscape deficiencies and advise
26 the COUNTY as necessary. Identify any additional landscape issues that need to be addressed and
27 advise the COUNTY as necessary.

2. Conduct detailed review of the irrigation system based on the COUNTY'S landscape standards.
3. Prepare memorandum/inspection sheet documenting findings and questions. Give the project an overall project rating (%) and an estimated frame (calendar days) from last visit by contractor. These findings are then forwarded within 2 business days to appropriate COUNTY staff.

H. CONSTRUCTION LANDSCAPE INSPECTION SERVICES – NEW CONSTRUCTION

- Irrigation Installation of – Water meter, water meter box, water meter lid; backflow size, backflow condition, backflow cage, backflow cage condition, backflow locked, backflow painted; booster pump, booster pump on, booster pump locked; site pressure overall; controller type, controller locked, controller enclosure locked; electric meter on, electric meter safe, electric meter locked; low voltage connections good; master valve operational; rain/freeze sensors operational; valve boxes clean, valve boxes intact, valve box lids intact; irrigation heads working, remote controls valves operational. NOTE: irrigation damage, overspray, ponding, low head drainage; low site moisture, high site moisture, irrigation on, irrigation off, estimated irrigation efficiency, etc.
- Irrigation Audit performed by CLIA certified by the Irrigation Association (IA) as required by AB1881 and Ord 859.3.
- Planting Installation of – Trees, tree health, tree stakes, tree ties, tree tubes, tree irrigation, tree trimming, tree count; shrubs, shrub health, shrubs trimmed to natural stance, shrubs irrigated, shrub count; groundcover, groundcover trimmed, groundcover meets erosion control specs for 12" .O.C., groundcover irrigation; vine count, vines on trash enclosures, vines on reverse frontage block walls, vines trimmed; no excess leaves, no excess debris, no excess trimmings; bark mulch condition; soil test, soil amendments, soil amendment receipts, proper planting techniques; weeds; graffiti, trash, litter, dumping; landscape lighting; pests, gophers, fungus, disease; illegal signage.

I. WORK FLOW METHODOLOGY FOR CONSTRUCTION INSPECTION SERVICES – NEW CONSTRUCTION

Upon receipt of request for construction inspection services, and within two (2) business days, LANDSCAPE ARCHITECT shall:

1. Physically visit the site and review the site completely. Provide Contractor and Developer status of inspection (pre-con, Irrigation, Progress, Planting/Final). Document any landscape deficiencies and

1 advise the COUNTY as necessary. Identify any additional landscape issues that need to be addressed
2 and advise the COUNTY as necessary. Provide field copies to Contractor and Developer.

3 2. Conduct detailed review of the irrigation system and irrigation installation based on the COUNTY'S
4 landscape standards. Provide and return results of Irrigation Audit if required.

5 3. Conduct detailed review of the overall planting plan and planting installation on the COUNTY'S landscape
6 standards.

7 4. Prepare memorandum/inspection sheet documenting findings and questions. These findings are then
8 forwarded to the COUNTY within 1 business day or sooner as permits and occupancies will need to be
9 cleared.

10 **J. LANDSCAPE DESIGN SERVICES**

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

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

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

- 26 1. At COUNTY's request, set up a meeting or conference call, at the County's preference to discuss the
27 landscape design scope.

2. LANDSCAPE ARCHITECT and COUNTY shall come to a mutually agreeable timeframe for LANDSCAPE ARCHITECT to deliver the landscape design product to the COUNTY.
3. LANDSCAPE ARCHITECT shall deliver monthly progress reports to the COUNTY on the Landscape design project, prior to submittal of invoice for said work.
4. LANDSCAPE ARCHITECT shall revise landscape design project until deemed acceptable to the COUNTY.

L. ADMINISTRATION FUNCTIONS

- Intake process of Landscape Minor Plot Plan/Permit for Landscape Plan Check. Coordinate with Planning and RCTD staff to obtain all necessary information needed to provide the services requested: Conditions, tentative approved project files, street improvements plans, grading plans, approved landscape concept plan, approved landscape plans, WQMP, etc.
- Review and approve Onsite and Offsite Landscape Plans as required. Onsite portion shall be approved by LANDSCAPE ARCHITECT and LANDSCAPE ARCHITECT shall recommend approval of offsite (ROW) only. Plan check comments and memorandum shall be clear and concise; referencing documents online and needed corrections.
- Schedule Landscape Site Inspections per request from Developer. Traditionally there are at least 2 inspections: Pre inspection (Irrigation) and Post inspection (planting).
- General landscape consultation services for the L&LMD 89-1-C in regards to: design, design standards, details, specs, landscape inspection, contract administration and other general duties. General landscape consultation services for RCTD in regards to: design, design standards, details, specs, landscape inspection, contract administration, and other general duties.
- PLUS (County Permit System) Administration and documentation of any portion up to all of the items noted above.

M. ASSISTANCE BY LANDSCAPE ARCHITECT DURING REVIEW PERIOD

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

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

APPENDIX B • SCHEDULE OF SERVICES

A. TIMELINE FOR PERFORMANCE

- The LANDSCAPE ARCHITECT shall perform the covenants set forth in Appendix A, Scope of Services in accordance with the performance requirements of Article V of this agreement and with the following Schedule of Services.
- All Covenants set forth in this agreement shall be completed by June 30, 2021, unless extended by supplemental agreement or up to two time extensions approved by the Director of Transportation. First contract term is from this Agreement Execution date, to June 30, 2021;
Time Extension #1 July 1, 2021 through June 30, 2022 (If approved by the Director of Transportation);
Time Extension #2 July 1, 2022 through June 30, 2023 (If approved by the Director of Transportation).
- LANDSCAPE ARCHITECT shall complete each assigned review plan check and submit recommendations to COUNTY within eleven (11) business days for first submittal, and within six (6) business days for second and subsequent submittals from date of receipt by LANDSCAPE ARCHITECT or alternate date as agreed to by COUNTY, per project schedule.
- LANDSCAPE ARCHITECT shall complete each assigned review plan check and submit recommendation to COUNTY within six (6) business days for Fast Track projects, and within three (3) working days for each additional recheck, per project schedule.
- LANDSCAPE ARCHITECT shall complete each assigned construction inspection service within two (2) business days of receipt of request, per project schedule. LANDSCAPE ARCHITECT shall complete each assigned landscape field inspection service within three (3) business days of receipt of request, per project schedule.
- LANDSCAPE ARCHITECT shall set up a meeting or conference call, at the County's preference, to discuss landscape design services scope within seven (7) business day of receipt of request.
LANDSCAPE ARCHITECT and the COUNTY shall come to a mutually agreeable timeframe for

1 completion.

- 2 • LANDSCAPE ARCHITECT shall meet at mutually agreeable times with COUNTY to review progress of
- 3 work, adherence to time schedule, coordination of work, scheduling study or plan reviews and to resolve
- 4 any work, scheduling or design review problems that may develop. Within five (5) working days of each
- 5 meeting, LANDSCAPE ARCHITECT shall prepare a memorandum summarizing the results of the
- 6 meeting and shall submit it to COUNTY for concurrence.
- 7 • The project schedule from initial submittal to final approval will be dictated by the project applicant team's
- 8 ability to prepare accurate plans conforming to the County's policies and procedures and addressing
- 9 items on the Corrections Memo. Consultant's Standard Review turnaround time includes:

Schedule Item	Turnaround Time
Notice - Make Staff Available	48 hours
First Submittal	11 business days
Second and Subsequent Submittals	6 business days, respectively
Major Change	11 business days
Construction Change	6 business days
Fast Track Case First Submittal	6 business days
Fast Track Subsequent Submittals	3 business days
Landscape Maintenance Field Inspection - LMD	3 business days
Construction Inspection	2 business days
Landscape Design Meeting	7 business days
Landscape Design, Final Product	Mutually Agreeable timeframe
Summary Memorandum	5 business days if requested

24 The first working day commences on the date that LANDSCAPE ARCHITECT receives a complete

25 submittal. Submittals that are deemed not ready for review: lacking submittal requirements or not

26 addressing items on the Corrections Memo will not be considered a complete submittal. Re-design of

27

addressing items on the Corrections Memo will not be considered a complete submittal. Re-design of elements of the submittal package after the First Submittal Review may constitute a Major Change and require a review in excess of the typical eleven (11) business day turnaround. Deviations from the Standard Review turnaround time will be identified with explanation to the County.

APPENDIX C • BUDGET

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

Standardized Fee Schedule – Landscape Architect Services			
Personnel Classification		Hourly Rate	Mileage
Principal – per hour		\$ 165.00	YES
Associate - per hour		\$ 125.00	YES
On-Call Plan Checker – per hour		\$ 115.00	NO
On-Call Landscape Field Inspection – per hour		\$ 115.00	YES
Project Manager – per hour		\$ 115.00	YES
LMD Landscape Inspector – per hour		\$ 140.00	YES
Professional Staff – per hour		\$ 85.00	NO
Administrative Services – per hour		\$ 50.00	NO
Mileage		Current IRS rate	

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

- The total annual amount of this contract shall not exceed \$325,000 for the remainder of fiscal year 2018/19 and \$650,000 for subsequent fiscal years 2019/20 through fiscal year 2020/21. The total amount of the contract shall not exceed \$1,625,000;
- \$650,000 time extension for fiscal year 2021/22 subject to approval by the Director of Transportation;
- \$650,000 time extension for fiscal year 2022/23 subject to approval by the Director of Transportation;
- The County of Riverside is not obligated to purchase any specified amount of services;
- Fiscal year runs from July 1 to June 30 of the following year;
- Contracts may be terminated without cause with 30 days written notice.