

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



ITEM  
3.6  
(ID # 9406)

**MEETING DATE:**

Tuesday, June 4, 2019

**FROM :** ECONOMIC DEVELOPMENT AGENCY (EDA):

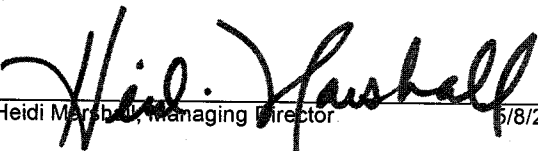
**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA): Lakeland Village Community Center Master Planning Project - Approval of In-Principle, Project Assessment and Pre-Development Work and Costs, and Approval of Professional Services Agreement for Architectural Services with Glen A. Rick Engineering and Development Company, District 1. [\$335,027 – Capital Improvement Program Fund 30700 - 100%]

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

1. Approve the Lakeland Village Community Center Master Planning (Lakeland Master Planning) Project for inclusion in the Capital Improvement Program (CIP);
2. Approve in-principle the Lakeland Master Planning Project located at 16275 Grand Avenue in Lake Elsinore for master planning of approximately 15 acres of land;
3. Approve the pre-development work and costs in the amount not to exceed of \$335,027 for the Lakeland Master Planning Project;
4. Authorize the use of CIP Fund 30700 not to exceed \$335,027, including reimbursement to the Economic Development Agency (EDA) for incurred project related expenses;

Continued on page 2

**ACTION: Policy, CIP**

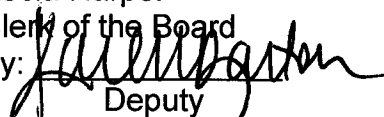
  
Heidi Marshall, Managing Director 6/8/2019

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel 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: June 4, 2019  
xc: EDA, Purchasing

Kecia Harper  
Clerk of the Board  
By:   
Deputy

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

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

5. Approve the attached Professional Services Agreement for Architectural Services between the County of Riverside (County) and Glen A. Rick Engineering and Development Company, d.b.a. Rick Engineering Company (Rick Engineering) of San Diego, California, in the amount not to exceed of \$165,700, and authorize the Chairman of the Board to execute the agreement on behalf of the County;
6. Authorize the Assistant County Executive Officer/ECD to administer the Professional Services Agreement with Rick Engineering in accordance with applicable Board policies;
7. Delegate project management authority for the Project to the Assistant County Executive Officer/ECD in accordance with applicable Board policies, including the authority to utilize consultants on the approved pre-qualified list for related services in connection with the Lakeland Master Planning Project that are within the approved project budget; and
8. Authorize the Purchasing Agent to execute pre-qualified consultant service agreements not to exceed \$100,000 per pre-qualified consultant, per fiscal year, in accordance with applicable Board policies for this project, and the sum of all project contracts shall not exceed \$335,027.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 30,000	\$ 305,027	\$ 335,027	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> CIP Fund 30700 – 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2018/19 – 2019/20	

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

**BACKGROUND:**

**Summary**

On March 10, 2015, Item 3-16, the Board of Supervisors (Board) approved Resolution No. 2015-042, authorizing the purchase of the Butterfield Elementary School site for the purpose of converting it into the Lakeland Village Community Center. The Lakeland Village Community Center opened on June 13, 2016, and has provided amenities to the community through a multipurpose room, a performance stage, an arts and crafts room, a dance studio, meeting space, a children’s activity room, as well as administrative space.

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**BACKGROUND:**

**Summary (Continued)**

The Lakeland Master Planning Project will provide immediate and long term site planning and design for phased construction of various improvements including, but not limited to: recreational activities, playgrounds, ADA improvements, pavement removal, landscaping, athletic field rehabilitation, water quality, and parking and building upgrades. The current scope will focus the design on approximately 5 acres of the property. The project's construction will be phased and incrementally presented for approval as funding becomes available.

On June 19, 2018, Item 3.9, the Board approved a pre-qualified list of architectural and engineering firms to be retained on an as-needed basis. Due to their experience, EDA has selected Rick Engineering of San Diego from the pre-qualified list to provide design services for the Project.

EDA recommends the Board approve the Lakeland Master Planning Project, the pre-development work and costs not to exceed \$335,027 and the Professional Services Agreement with Rick Engineering to begin the development and design phase of the Project. EDA will pursue the most cost effective project delivery method and award in accordance with applicable Board policies.

The conceptual elements associated with the master planning process have been identified, but the specific details needed to assess any potential impacts will not be known until the development of the design for the project. Any attempt at assessing the potential impacts at this time are speculative until the specific building footprints, programming and design is determined through the design process. Therefore, the proposed action is not considered a project under the California Environmental Quality Act (CEQA). The project will undergo environmental review at a more appropriate time once a design is completed that will show the location of the improvements and the program for development which will allow for a meaningful evaluation of potential impacts. The compliance document under CEQA will be presented to the Board under separate cover for approval in combination with the approval of the plans associated with the master planning effort.

**Impact on Residents and Businesses**

The Lakeland Master Planning Project will improve the provision of programs to the residents, utilizing the community center, as well as provide a place for recreation.

**Additional Fiscal Information**

The approximate allocation of the pre-development costs are as follows:

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<b>PROJECT BUDGET LINE ITEMS</b>	<b>CATEGORY</b>	<b>PROJECT BUDGET AMOUNT</b>
Architectural Design	1	165,700
Construction Management	2	0
Construction Contract	3	0
Offsite Construction	4	0
Project Management	5	24,000
Fixtures, Furnishings, Equipment	6	0
Other Soft Costs / Specialty Consultants	7	111,870
Project Contingency	8	33,457
Minor Construction	9	0
<b>Pre-Development Costs</b>		<b>\$ 335,027</b>

**Additional Fiscal Information**

All costs associated with this Board action are 100% funded with CIP Fund 30700. Expenditures for FY 2018/19 are estimated at \$30,000; expenditures for FY 2019/20 are estimated at \$305,027. EDA will return to the Board to establish the total project budget and approve the construction contract.


Attachment:

- Professional Services Agreement with Glen A. Rick Engineering Company

RF:HM:VC:SP:RM:ES;mg                      FM08100009807                      9406-13979  
 S:\Project Management Office\FORM 11'S\Form 11's\_In Process\9406 - 13979\_D4 - 009807 - Lkland Village CommCtr Master  
 Planning Proj - In-Princ, Dev Costs & PSA with Rick Eng\_052119.doc

  
 Rekini Dasika, Principal Management Analyst                      5/28/2019

  
 Teresa Summers, Director of Purchasing                      5/2/2019

  
 Gregory V. Priarios, Director County Counsel                      5/22/2019

PROFESSIONAL SERVICES AGREEMENT

For LAKELAND VILLAGE COMMUNITY CENTER MASTER PLANNING PROJECT

FM08100009807

This Agreement is made and entered as of the date of the last signature on the signature page of this contract by and between *GLENN A RICK ENGINEERING AND DEVELOPMENT CO., DBA RICK ENGINEERING COMPANY* (herein referred to as "CONSULTANT"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY").

WHEREAS, Government Code Section 31000 et seq. authorizes the COUNTY to contract for services with a person who is specially trained and experienced, and who is competent to perform the special services required; and

WHEREAS, CONSULTANT has the expertise, special skills, knowledge and experience to perform the duties set out herein.

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

1. SCOPE OF SERVICES: CONSULTANT shall perform all services and other activities necessary to provide comprehensive master planning services including programming, sketches, estimates, phasing plans and construction documents as described in further detail in Exhibit "A" for the Project entitled: LAKELAND VILLAGE COMMUNITY CENTER MASTER PLANNING PROJECT. CONSULTANT shall provide all services in accordance with this Agreement and as outlined and specified in Exhibit "A", consisting of eleven (11) page(s), attached hereto and by this reference incorporated herein and Exhibit "B" Additional Federal Requirements consisting of three (3) pages.

1.1 CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform all services, duties and obligations required by this Agreement to fully and adequately complete the project. CONSULTANT shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONSULTANT further represents and warrants to the COUNTY that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. CONSULTANT further represents

that it shall keep all such licenses and approvals in effect during the term of this Agreement.

2. PERIOD OF PERFORMANCE: CONSULTANT shall commence performance of services within one (1) calendar day after execution of this Agreement, and shall diligently perform the services to full completion of the Project as required and in accordance with the scheduled Project completion date of **January 31, 2020**, unless sooner terminated as specified in Paragraph 8, or extended as provided in Paragraph 13. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

3. COMPENSATION: The COUNTY shall pay the CONSULTANT for services performed and expenses incurred as follows:

3.1 COUNTY shall pay to CONSULTANT for services performed in accordance with the Scope of Services set forth in Exhibit "A". The total amount of compensation paid to CONSULTANT under this Agreement shall not exceed the maximum of **One Hundred Sixty-Five Thousand, Seven Hundred Dollars (\$165,700)**, which includes a reimbursable expenditure of \$3,000, per Exhibit A, unless a written amendment to the Agreement is executed by both parties prior to performance of additional services.

3.2 Reimbursable expenses, if applicable, are defined in Exhibit "A".

3.3 Said compensation shall be paid in accordance with an invoice submitted to COUNTY by CONSULTANT within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice.

3.4 Unless otherwise stated in Exhibit "A", the basis for the monthly invoice and payment thereon shall be on a percentage completion basis to be billed monthly.

3.5 Federal Funding Requirements

3.5.1 Whereas, the work may be subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program (2 CFR Part 200). Contractor, sub-contractors, Consultants, and sub-consultants agree to comply with, and are subject to, all applicable requirements listed in Exhibit "B", attached hereto and incorporated herein.

### 3.6 Labor Code and Prevailing Wages Rates

3.6.1 Certain Classifications of Labor under this contract are subject to prevailing wage requirements. It is anticipated that survey and/or soils testing work will or may be performed which classifications are subject to payment of prevailing wage when performed as pre-construction or construction activities on a public works project.

3.6.2 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 affect the method of prosecution of the work by CONSULTANT and subject it under certain conditions to penalties and forfeitures. Execution of the Agreement 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 CONSULTANT'S certification that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes CONSULTANT'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."

3.6.3. 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>, and are available at the main office of COUNTY.

4. INDEPENDENT CONTRACTOR: COUNTY retains CONSULTANT on an independent contractor basis. CONSULTANT is not, and shall not be considered to be in any manner, an employee, agent or representative of the COUNTY. CONSULTANT shall not be entitled to any benefits payable to employees of COUNTY including County Workers' Compensation benefits. COUNTY is not required to make any deductions from the compensation payable to CONSULTANT under this Agreement, and as an independent contractor, CONSULTANT hereby holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

Personnel performing any services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT'S exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.

5. CONSULTANT'S RESPONSIBILITY: It is understood that the CONSULTANT has the skills, experience and knowledge necessary to perform the services agreed to be performed under this Agreement, and that the COUNTY relies upon the CONSULTANT'S representations about its skills, experience and knowledge to perform the CONSULTANT'S services in a competent manner. Acceptance by the COUNTY of the services to be performed under this Agreement does not operate as a release of said CONSULTANT from responsibility for the work performed. It is further understood and agreed that the CONSULTANT is apprised of the scope of the work to be performed under this Agreement and the CONSULTANT agrees that said work can and shall be performed in a fully competent manner.

6. INDEMNITY AND HOLD HARMLESS



6.1 Basic Indemnity. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to County), indemnify, and hold harmless County of Riverside, its Agencies, Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and each of their respective directors, members, officers, employees, agents, representatives and volunteers ("Indemnitee(s)"), and each of them, from any and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, negligent breach of contract), recklessness, or willful misconduct on the part of CONSULTANT or its Subconsultants, or their respective employees, agents, representatives, or independent contractors.

CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractors of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this contract and arising out of work performed for County pursuant to this Agreement. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph 6.2, below.

6.2 Indemnity for Design Professional Services. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to County), indemnify and hold harmless the Indemnitees, and each of them, against any and all Losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful misconduct constituting professional negligence on the part of CONSULTANT or its Subconsultants, or their respective employees, agents, representatives, or independent contractors. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other

person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this section. CONSULTANT shall defend and pay, all costs and fees, including but not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings to the extent and in proportion to the percentage, such costs and fees arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT arising out of or from the performance of professional design services under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness, willful misconduct of CONSULTANT. The cost for defense shall apply whether or not CONSULTANT is a party to the lawsuit, and shall apply whether or not CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.

Without affecting the rights of County under any other provision of this Agreement, CONSULTANT shall not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee for a Loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of CONSULTANT and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this section from each and every Subconsultant, of every Tier.

CONSULTANT's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.

The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

7. INSURANCE: Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the COUNTY harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. 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 County of Riverside.

B. 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 COUNTY 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.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply

separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability:

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 as long as the law allows.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONSULTANT'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, 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 County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County 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) shall contain the covenant of the insurance agent/producer that thirty (30) days written notice shall be given to the County of Riverside prior to cancellation of such insurance except ten (10) days for cancellation due to nonpayment. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified copies of the 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 COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, review original of the policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. Upon COUNTY'S request, CONSULTANT shall make available for inspection by County Risk Manager, at a mutually agreeable location, copies of CONSULTANT'S insurance policies.***

4) It is understood and agreed to by the parties hereto that the CONSULTANT'S insurance shall be construed as primary insurance, and the COUNTY'S insurance/or deductible and/or self-insured retentions or self-insured program 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 in the scope of work; or, the term of this Agreement, including any extension thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County 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 subcontractors 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 COUNTY.

8) CONSULTANT agrees to notify COUNTY 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.

8. TERMINATION: COUNTY may, by written notice to CONSULTANT, terminate this Agreement in whole or in part at any time. Such termination may be for COUNTY'S convenience or because of CONSULTANT'S failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of CONSULTANT to timely perform services pursuant to the Scope of Services described in Exhibit "A" of this Agreement.

8.1 Discontinuance of Services. Upon Termination, CONSULTANT shall, unless otherwise directed by the Notice, discontinue all services and deliver to the COUNTY all data, estimates, graphs, summaries, reports, and other related materials as may have been prepared or accumulated by CONSULTANT in performance of services, whether completed or in progress.

8.2 Effect of Termination For Convenience. If the termination is to be for the convenience of the COUNTY, the COUNTY shall compensate CONSULTANT for services satisfactorily provided through the date of termination. CONSULTANT shall provide documentation deemed adequate by COUNTY to show the services actually completed by CONSULTANT prior to the date of termination. This Agreement shall terminate thirty (30) days

following receipt by the CONSULTANT of the written Notice of Termination.

8.3 Effect of Termination For Cause. If the termination is due to the failure of CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be compensated for those services which have been completed in accordance with this Agreement and accepted by the COUNTY. In such case, the COUNTY may take over the work and prosecute the same to completion by contract or otherwise. Further, CONSULTANT shall be liable to the COUNTY for any reasonable additional costs incurred by the COUNTY to revise work for which the COUNTY has compensated CONSULTANT under this Agreement, but which the COUNTY has determined in its sole discretion needs to be revised in part or whole to complete the Project. Prior to discontinuance of services, the COUNTY may arrange for a meeting with CONSULTANT to determine what steps, if any, CONSULTANT can take to adequately fulfill its requirements under this Agreement. In its sole discretion, County's Representative may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by the Parties, shall become binding on CONSULTANT and shall be performed as part of this Agreement. In the event of termination for cause, unless otherwise agreed to in writing by the parties, this Agreement shall terminate seven (7) days following the date the Notice of Termination was mailed to the CONSULTANT. Termination of this Agreement for cause may be considered by the COUNTY in determining whether to enter into future agreements with CONSULTANT.

8.4 Notwithstanding any of the provisions of this Agreement, 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 duties hereunder, or if the Agreement is terminated pursuant to Section 8. In such event, CONSULTANT shall not be entitled to any further compensation under this Agreement.

8.5 Cumulative Remedies. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

9. CONFLICT OF INTEREST: CONSULTANT covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement.

10. ADMINISTRATION: The Deputy Director, Economic Development Agency, Project Management Office (or designee) shall administer this Agreement on behalf of COUNTY.

11. ASSIGNMENT: This Agreement shall not be assigned by CONSULTANT, either in whole or in part, without prior written consent of COUNTY. Any assignment or purported assignment of this Agreement by CONSULTANT without the prior written consent of COUNTY will be deemed void and of no force or effect.

12. NONDISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, physical condition, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

13. ALTERATION: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No additional services shall be performed by CONSULTANT without a written amendment to this Agreement.

CONSULTANT understands that the County Purchasing Agent or the County Board of Supervisors are the only authorized COUNTY representatives who may at any time, by written order, make any alterations within the general scope of this Agreement.

If CONSULTANT feels that any work requested of it is beyond the scope of services under this Agreement, any claim by the CONSULTANT for adjustment under this paragraph shall be made within thirty (30) days of when the CONSULTANT is requested to perform the disputed scope of work.

14. LICENSE AND CERTIFICATION: CONSULTANT verifies upon execution of this Agreement, possession of a current and valid license and certification in compliance with any local, State,



and Federal laws and regulations relative to the scope of services to be performed under Exhibit "A", and that services(s) will be performed by properly trained and licensed staff.

15. CONFIDENTIALITY: CONSULTANT shall maintain the confidentiality of any and all records and information accessed or processed under this Agreement. CONSULTANT shall not disclose, except as permitted by this Agreement or as authorized by the COUNTY, any oral or written communication, information, or effort of cooperation between COUNTY and CONSULTANT, or between COUNTY and CONSULTANT and any other party.

16. DOCUMENTS: The COUNTY acknowledges that the CONSULTANT'S reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates and other similar documents are instruments of professional service, not products. Although ownership of such documents normally is retained by the CONSULTANT they nonetheless shall in this instance become upon their creation the property of the COUNTY whether the Project is constructed or not. The COUNTY may use design documents and the designs depicted in them, without the CONSULTANT'S consent, in connection with the Project, or other COUNTY Projects, including, without limitation, future additions, alterations, connections, repairs, information, reference, use or occupancy of the Project(s). Any reuse of the documents by COUNTY without the written consent of the CONSULTANT shall be at COUNTY'S sole risk and without liability or legal exposure to the CONSULTANT, and COUNTY shall indemnify, defend and hold the CONSULTANT harmless from any claims or losses arising out of such use of the design documents by the COUNTY.

16.1 Upon completion of each phase of work described in Exhibit "A", the CONSULTANT shall furnish to the COUNTY three (3) copies of the deliverables, and/or documents completed for that phase as specified in Exhibit "A". Upon approval thereof by the COUNTY, the CONSULTANT shall furnish one reproducible set along with an electronic copy on Compact Disk (CD) of the deliverables and/or documents.

17. JURISDICTION, VENUE: This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.

18. WAIVER: Any waiver by COUNTY 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 thereof. Failure on the part of the COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping COUNTY from enforcement hereof.

19. SEVERABILITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

20. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.

21. 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 one (1) day after their deposit in the United States Mail, postage prepaid:

COUNTY:  
Economic Development Agency  
Project Management Office  
3403 10<sup>th</sup> Street, Suite 400  
Riverside, CA 92501  
Attn: Erik Sydow

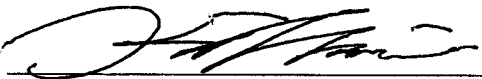
CONSULTANT:  
GLENN A RICK ENGINEERING AND  
DEVELOPMENT CO.  
5620 FRIARS ROAD  
SAN DIEGO, CA 92110  
Attn: Patricia Trauth

22. AUTHORIZATION: The party hereto for the COUNTY has caused their duly authorized representative to approve the contents of this Agreement as representative of the COUNTY'S requirements for this project. The execution of this Agreement by the COUNTY shall be through the authority given in Minute Order 3.9 of 6/19/18 and for the Purchase Order issued pursuant to the same.

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

"COUNTY"

COUNTY OF RIVERSIDE

By: 

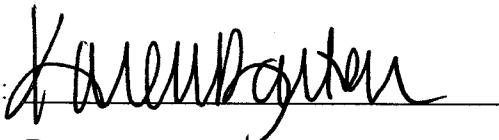
Chairman, Board of Supervisors

**KEVIN JEFFRIES**

ATTEST:

Kecia R. Harper

Clerk of the Board

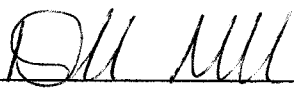
By:   
Deputy

(SEAL)

APPROVED AS TO FORM:

Gregory P. Priamos

County Counsel

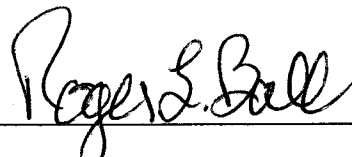
By:  5/20/19  
Danielle Maland  
Deputy County Counsel

"CONSULTANT"

RICK ENGINEERING COMPANY

By: Roger Ball, PCE 27678, EXPIRES 3/31/20

Title: Chief Executive Officer

By: 

Federal Tax I.D. No. 95-1859899

Address: 5620 FRIARS ROAD

SAN DIEGO, CA 92110



Exhibit "A"

February 4, 2019

Erik V. Sydow  
Riverside County Economic Development Agency  
3403 10th Street, Suite 400  
Riverside, CA 92501

SUBJECT: LAKELAND VILLAGE PHASE 1 & 4 LANDSCAPE AND ENGINEERING SERVICES  
(RICK ENGINEERING COMPANY JOB PROPOSAL)

Dear Erik,

Thank you for the opportunity to continue the process of reimagining the Lakeland Village Community Center with the EDA. We have developed the proposal below based on the direction from our last meeting with the EDA and Supervisor Kevin Jeffries. The proposal includes fees for Project Management and Landscape Architecture, Civil Engineering, Survey, Water Quality, and Structural Engineering through the RICK Engineering Company.

SCOPE OF WORK:

Project Understanding

The project is located within the site of the Lakeland Village Community Center in the Lakeland Village area of Riverside County, just west of the City of Lake Elsinore.

RICK LA has completed the masterplan phase for the site under the direction of the Riverside County Economic Development Agency (EDA).

Per the meeting with EDA staff on 12/06/18, the areas of improvement within this scope of work will include all of Phase 1 and a portion of Phase 4 of the master plan phasing plan. The area of improvement is approximately 5 acres.

The following proposal is for Project Management and Landscape Architecture services, Civil Engineering, Survey, Water Quality, and Structural Engineering.

Task 1 – Project Management, Project Coordination, Consultant Coordination, Site Visits, & Meetings

RICK LA will provide project coordination for tasks associated with the project, including meeting attendance, general correspondence, schedule control, quality assurance and quality control.

RICK LA will provide coordination services to oversee and coordinate the consultant team, both in-house at RICK Engineering and other consultant team members. At set milestones during the project, RICK landscape architects will review the team drawings and QA/QC the packages for overall coordination.

RICK landscape architecture staff and civil staff will walk the area to visually verify existing site conditions and identify trees to be protected-in-place, if any. Civil staff will visually verify existing conditions, such as drainage conditions and drainage outlets.

RICK will attend design coordination meetings and project team meetings as requested to meet with the client and other consultants. The meetings will be for coordination purposes to discuss and make decisions that impact the project improvements.

### **Task 2 – Landscape Concept and Conceptual Engineering**

Based on the client approved masterplan and additional client comments and direction, RICK landscape architects will refine the masterplan site plan to provide a Conceptual Site Plan / Landscape Concept Plan for the phases stated above.

The RICK landscape architects will refine the location of key design elements. Conceptual landscape plantings will be developed that will be drought tolerant, in keeping with other existing local landscapes and native habitat areas.

Prior to the design review submittal, RICK will conduct an "in-house" interdisciplinary coordination check, cross-reference check, terminology and spelling check of the conceptual landscape documents. RICK will submit the landscape concept plan and address EDA comments and revise the concept design accordingly (one round of comments).

RICK landscape architects will colorize the landscape concept plan for presentation purposes for meetings. Boards will be a combination of colored site plan, site plan enlargements at key locations, and a materials board identifying specific materials used for the project. Graphics will have text call-outs to further describe the concepts.

To support the Landscape Concept Plan preparation, several survey and civil design tasks will be completed.

RICK will conduct research with the City of Lake Elsinore, County of Riverside, and other governing agencies for existing plans and maps of the adjacent area to be used for the design of the project. Permit fees required by the governing agencies for the existing plans/maps are not included with the scope and assumed to be paid by the client. RICK will prepare a CAD file based on the boundary survey described below showing the existing utilities discovered in the research.

RICK will research and obtain available record mapping for the project to determine the project boundary. RICK will conduct a field survey of existing street centerline and boundary monumentation. RICK will review a current title report provided by client and plot the plottable easements on the project site based on the provided title report. Scope assumes that Client will pay for the cost of the title report.

RICK will perform aerial topography of the project site. Topography will be at a scale of 1"=40' and provide 1' contour interval. Scope includes setting control points and the flight. Topo will extend approximately 100' around project boundary. In addition to the aerial topography, RICK will conduct a field survey adjacent to the existing buildings in Phase 1 for ADA accessibility purposes.

RICK will prepare a preliminary grading plan in conjunction with the Landscape Concept Plan. The preliminary plan will identify the proposed ADA pathway around the building, and the access road between the Phase 1 and Phase 5 areas. No new structures are proposed as part of the project. The plan will identify existing grades at building corners based on the field topography. The plan will also include the location and nature of proposed retaining walls (if needed), storm drain, and water quality features, as required. Plan will not include area drain details. Scope assumes geotechnical recommendations and reports will be prepared by others and provided by Client prior to the production of the preliminary grading plan.

### **Task 3 –Construction Documents for Landscape and Engineering**

RICK LA will prepare Construction Documents for County of Riverside review and approval, which will include Construction Layout / Hardscape Plan and Details, Planting Plans and Details, and Irrigation Plans and Details that clarify construction methods and design intent. RICK will review topographic surveys, preliminary grading plans, existing underground utilities, adjacent improvements and property lines as provided by RICK Engineers. The drawing package submittals will be at 75%, 90%, and 100% completion.

RICK landscape architects will prepare a Construction Layout / Hardscape Plan which will identify and locate hardscape, walls, fences, entry monumentation, play and sports elements, shade structures, and other elements the client wishes to include in the project. A Construction Layout Plan and Finish Schedule will be prepared and coordinated with the engineers for all site elements. RICK landscape architects will coordinate with the engineer's improvements for storm water management to incorporate their requirements into the design. Specifications for hardscape elements will also be prepared.

RICK landscape architects will prepare irrigation plans that will diagrammatically illustrate landscape irrigation piping, valves, control equipment, irrigation heads, and related irrigation equipment. The plans will specifically call out pipe and equipment sizing and types, and will include the necessary details to install the system. Landscape architect will coordinate irrigation sleeving, saw cutting and other irrigation improvements to tie into the overall irrigation system. Irrigation specifications will also be provided.

RICK landscape architects will prepare planting plans to graphically locate and identify trees, shrubs and ground cover plant materials, including specific quantities, sizes, and varieties, and include the necessary details and legends for installation. RICK will utilize trees, shrubs and ground cover that are drought tolerant and regionally appropriate landscape materials. Planting specifications will also be provided.

Preliminary research indicates that the establishment of the property line is not reflected by record mapping. Therefore pursuant to Paragraph 8762(b)(4) of the Business and Professions Code the filing of a record of survey is required. As such RICK will prepare, process, and file a Record of Survey with the County of Riverside. Any County of Riverside fees are to be paid by the Client. If, upon further research, it is found that the property line is mapped, the Record of Survey will not be required.

RICK will prepare one (1) set of Precise Grading Plans for the site. Precise grading will be based on the landscape concept plan and preliminary grading plan. Revisions to the site plan may require an

Mr. Erik V. Sydow

February 4, 2019

Page 4 of 11

additional scope and fee. Scope includes calculations for preliminary earthwork quantities. Plan to be at a scale of 1"=10' or 1"=20' and include rough grade undercut sections as necessary and includes the following:

- Identify all existing, approved or proposed site improvements, including sewer and water laterals, fire hydrants and other above-grade facilities; dry utility stub-outs, pullboxes, handholes and vaults; storm drain inlet structures; street lights and on-site light standards; existing walls, monuments or permanent improvements, dimensioned walks, stoops, drives and handicap ramps
- Curb, curb and gutter and valley gutters for all onsite drives and parking areas
- Building plotting
- Pad elevation and finished floor elevation
- Drainage by swales with elevations or swales and area drains where necessary
- Required backwater (sewer) valves (if necessary)
- Retaining walls as necessary, shown in horizontal and vertical location only. Structural calculations if needed will be prepared by others
- Deepened footing where required
- Horizontal Control Sheet
- Striping for parking lot
- Prepare cover page containing the following information, plus any other information required by the governing jurisdiction;
  - Vicinity Map
  - Site Map
  - Typical Building Footprints
  - Legend
  - Grading notes conforming to governing jurisdiction standards
  - Owner/Builder identification
  - Title Block

RICK will prepare one (1) Erosion Control Plan at a scale of 1"=40' based on the Precise Grading Plan described above. Plan will provide erosion control details and location of erosion control during construction of the project.

RICK will prepare one (1) set of plans for private water. Scope assumes adding a fire main with fire hydrants along the fire access lane around phase 1. Private water assumes separate lines for potable and fire. Proposed water lines will connect to existing main onsite. Scope assumes existing water mains are adequate size to serve project. Scope includes no sewer lateral or main revisions for the existing site and any landscape irrigation is per the landscape plans.

RICK will prepare one (1) private plan view only storm drain plan to handle the onsite drainage as necessary based on the revisions for the Phase 1 and 4 improvements. Scope assumes no offsite drainage through the storm drain system. Scope assumes no offsite storm drain. Area drain system is per the precise grading plans. Scope assumes the existing onsite drainage is adequately sized for the site and only revisions to inlets and possible laterals are being proposed.

RICK will prepare one (1) final hydrology/hydraulic study based on the Final Site Layout. Study is to follow the County of Riverside standards and hydrologic requirements. Study will prepare the 100-year rational method hydrology to determine storm flows for the project. Report will prepare a hydraulic analysis to determine mainline storm drain sizes for the system if new mainlines are

proposed (does not include area drain system or pipes within water quality system). Scope assumes that the current site is designed to handle all existing flows, and that the proposed plan will reduce impervious areas, and is exempt from HCOC requirements. Due to the assumed decrease in runoff, it is assumed no detention analysis will be required.

RICK will prepare one (1) Final WQMP. The final WQMP will follow current water quality criteria and County of Riverside standards. Scope includes the sizing of the water quality features. Scope assumes water quality features will treat proposed improvements only. Infiltration testing will be required for facility sizing, and will be provided by Client.

RICK will prepare one Storm Water Pollution Prevention Plan (SWPPP) in accordance with State Water Resources Control Board (SWRCB) National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order No. 2009-0009-DWQ, NPDES No. CAS000002, adopted September 2, 2009. The scope of work includes performing a Risk Determination Analysis and preparation of a SWPPP specific to the determined Risk Level for the project.

The scope of work includes uploading the Notice of Intent (NOI) to the SWRCB's Storm Water Multi-Application and Report Tracking System (SMARTS) database. Client's Legally Responsible Person (LRP) must designate Consultant as a Data Submitter to upload the NOI, SWPPP, and Site Maps only. Upon notification by consultant, the LRP will be responsible to electronically submit to the State Water Resources Control Board's (SWRCBs) SMARTS system along with the other Permit Registration Documents (PRDs).

RICK will provide two hard copies of the SWPPP to the LRP. Consultant will act as the initial Qualified SWPPP Developer (QSD) for the preparation of the SWPPP, however the landowner will assign a QSD/QSP for implementation of the SWPPP throughout the life of the project.

The above scope of services is based on the following assumptions:

1. Prior to conducting the Risk Determination Analysis, the client must provide the anticipated construction commencement and completion dates to Consultant.
2. Scope assumes the project will be a Risk Level 1 or 2. If it is determined that the project is a Risk Level 3 per the Risk Determination Analysis, an additional scope and fee will be required.
3. Client must provide appropriate contact information for the designated Legally Responsible Person (LRP) to Consultant.
4. The landowner will be the Legally Responsible Person (LRP) and will also be responsible for the permit fee.
5. This scope and fee assumes that the owner/LRP does not have coverage under the CGP and an active WDID number.
6. This scope assumes an R-factor greater than 5, therefore a rainfall erosivity waiver is not included in this scope.
7. If a Phase I and/or Phase II Environmental Site Assessment is available, client will provide a copy to Consultant.
8. Copies of environmental documents including the CEQA determination.



RICK will submit the Construction Documents to the EDA for review and submittal to the County of Riverside for review. RICK will address client comments and revise the Construction Documents as needed. RICK anticipates three submittals to the County. The drawing package submittals will be at 75%, 95%, and 100% completion.

Technical specifications, in a format directed by the EDA, will be prepared as a part of this phase. RICK will prepare one set of book form specifications. Specification Division 00 Procurement and Contracting Requirements and Division 01 General Requirements are assumed to be prepared by Client.

Prior to the County Submittals, RICK will conduct an "in-house" interdisciplinary coordination check, cross-reference check, dimension check, terminology and spelling check, and technical check of the construction documents. The construction cost estimate will be updated. RICK will do a final QA /QC review of the proposed plan package to ensure the package is cohesive with other discipline's plans.

#### **Task 4 – Bidding Assistance for Landscape and Engineering**

In conjunction with the EDA, RICK will prepare a Submittal Register and Bid Schedule for review and approval. The format will conform to the County's requirements.

RICK will attend a pre-bid meeting and will support the County in informing bidders about the contract requirements and the site. RICK will also support the County in responding to pre-bid requests for information (RFI), and preparing addenda.

#### **Task 5 – Construction Administration & Record Documents for Landscape and Engineering**

During construction RICK will observe and comment on the on-going construction to confirm that improvements are installed per plans and specifications. RICK will review and approve shop drawings and respond to requests for information (RFIs) and also prepare bulletins and drawings as needed to clarify design intent. RICK will review and comment on contractor's monthly application for payment if necessary.

RICK will prepare record documents of the landscape architecture improvements based on the contractor's redline set. RICK will prepare As-Built Civil Plans, as necessary. Scope assumes consultant will receive as-built letters from the contractors and the contractor's as-built plan markup's. Scope assumes no major changes have occurred and does not include any as-built survey time.

The following is a list of ten (10) specific site visits. This list does not include weekly construction meetings:

- Landscape Pre-Construction Meeting: Meet to review project and answer any questions prior to commencement of landscape construction.
- Landscape Finish Grade/Soil Preparation: Observe landscape soil preparation and finish grading for conformance to landscape construction documents.
- Hardscape and Site Elements Installation: Observe the installation of hardscape and site elements for conformance to the landscape construction documents.

- Landscape Irrigation Mainlines: Observe landscape irrigation mainlines for conformance to landscape construction documents.
- Landscape Irrigation Systems: Observe landscape irrigation system for conformance to landscape construction documents. Observe the head-to-head coverage test.
- Landscape Plant Materials: Observe delivery of landscape plant materials for conformance to landscape construction documents.
- Landscape Plant Layouts: Observe landscape tree layout for conformance to landscape construction documents.
- Landscape Plant Layouts: Observe landscape shrub and groundcover layout for conformance to landscape construction documents.
- Start of Maintenance Period: Observe landscape for conformance to landscape construction documents, determine level of completion, prepare punchlist of items for completion and provide recommendation for substantial completion.
- End of Maintenance Period: Observe landscape for conformance to maintenance period requirements. Prepare a punchlist of and a brief report for the Client with recommendations and/or corrective measures required for project completion.

RICK will attend one (1) pre-construction meeting for engineering related tasks, assist in answering project RFP's that are related to the engineering plans, and assist in change orders. Consultant will conduct three (3) site visits to observe construction of project and attend up to five (5) site meetings or teleconferences (assumes 2-hour each). A budget of 25 hours has been assumed for this task.

#### **Task 6 – Cost Estimates for Landscape and Engineering**

RICK Engineers will prepare an estimate of probable cost with the landscape concept plan and the 90% construction documents in the project schedule. The estimates assume that there will be only one phase of construction. The estimates will include anticipated hard and soft construction costs.

#### **Reimbursable Expenses (Time and Materials)**

Reimbursable expenses will include printing and travel that is associated with the project and project deliverables. Expenses will be billed at cost plus 10%.

#### **Exclusions**

The following items are not included in the scope of work outlined above. Additional authorization will be required for additional services:

1. Any engineering services not specifically described in the scope of work above.
2. Electrical Engineering
3. Preliminary and Final Dry Utility Design
4. Soils investigation and reports.
5. Public agency fees or Title Reports.
6. Underground utility locating and/or potholing.
7. Demo permit.
8. Construction staking.

9. Off-site Drainage Analysis - A drainage analysis for the onsite is included in the Drainage Study task item. However, upstream and downstream off-site flows that are conveyed in the storm drains downstream of the project will not be analyzed.
10. Fire protection / Fire Sprinkler design.
11. Record of Survey: If it is determined in the preparation of a project boundary that one or more lot lines is not shown on a recorded map, a record of survey will be required for additional fee of approximately \$8,000.
12. SWPPP: In project development, if it is determined that the impacted areas exceeds the minimum disturbance limits of 1 acres, a SWPPP will be required to be developed for an additional fee of approximately \$6,500
13. Structural Engineering
14. Geotechnical Investigation
15. Water Net Analysis
16. Sewer Study
17. Plan Processing
18. Traffic Analysis
19. Offsite improvements
20. Traffic Signal Plans
21. LOMR/CLOMR
22. CC&R's or exhibits establishing a property association
23. Environmental work of any nature
24. Storm water collection and analysis services
25. As-built measurements (to be provided by contractor)
26. Dry utility coordination
27. Recycled Water Use Exhibit
28. Fuel Modification Plans
29. Any other services performed at the direction of the Client, which are not defined in the above-listed services, shall be in addition to those set forth in the Scope above of this agreement.

**DESIGN FEES**

Fees and expenses will be billed monthly as the work progresses and the net amount shall be due within thirty (30) days from the date of receipt of the invoice. (See Exhibit A for Hourly Rates)

<b>Task 1</b>	<b>Landscape - Project Management, Project Coordination, Site Visit &amp; Meetings</b>	<b>\$7,200.00</b>
	Engineering- Meetings, Management, and Coordination	\$6,000.00
	Research	\$1,800.00
	Site Visit	<u>\$1,600.00</u>
	<b>Task 1 Total:</b>	<b>\$16,600.00</b>
<b>Task 2</b>	<b>Landscape - Concept Plan and Graphics</b>	<b>\$10,800.00</b>
	Engineering- Existing Topography	\$14,700.00

Preliminary Grading Plan	\$3,000.00
Boundary Survey and Analysis	<u>\$7,500.00</u>
<b>Task 2 Total:</b>	<b>\$36,000.00</b>
<b>Task 3 Landscape - Construction Documents and Specifications</b>	
75% First County Submittal	\$22,000.00
90% Second County Submittal	\$8,400.00
100% Third County Submittal	<u>\$5,600.00</u>
<b>Subtotal:</b>	<b>\$36,000.00</b>
Engineering- Precise Grading Plans	\$18,000.00
Erosion Control Plans	\$3,000.00
Private Water Plans	\$3,300.00
Storm Drain Plans	\$6,000.00
Final Hydrologic and Hydraulic Study	\$5,000.00
Final Water Quality Management Plan	\$5,500.00
Plan Specifications	<u>\$3,500.00</u>
<b>Subtotal:</b>	<b>\$44,300.00</b>
<b>Task 3 Total:</b>	<b>\$80,300.00</b>
<b>Task 4 Landscape - Bidding Assistance</b>	<b>\$2,160.00</b>
Engineering - Bid Assistance	<u>\$2,000.00</u>
<b>Task 4 Total:</b>	<b>\$4,160.00</b>
<b>Task 5 Landscape - Construction Administration &amp; Record Documents</b>	<b>\$12,400.00</b>
Engineering-Construction Administration	<u>\$5,000.00</u>
<b>Task 5 Total:</b>	<b>\$17,400.00</b>
<b>Task 6 Landscape - Opinion of Probable Cost</b>	<b>\$5,040.00</b>
Engineering -Opinion of Probable Cost	<u>\$3,200.00</u>
<b>Task 6 Total:</b>	<b><u>\$8,240.00</u></b>
<b>TOTAL:</b>	<b>\$162,700.00</b>
Reimbursable Expenses (Time and Materials, not to exceed)	<u>\$3,000.00</u>
<b>GRAND TOTAL:</b>	<b>\$165,700.00</b>

Mr. Erik V. Sydow  
February 4, 2019  
Page 10 of 11

Fees and expenses will be billed monthly as the work progresses and the net amount shall be due upon receipt of the invoice.

If notice is delayed for any reason beyond sixty (60) days, it is understood by the parties that the terms and conditions contained herein are subject to revision.

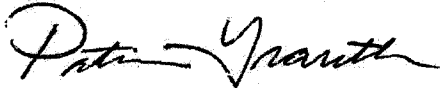
If you would like us to proceed on this work as outlined above, we ask that you please sign and return this agreement as our written authorization.

Upon signature by Client, this proposal and the attached terms become the agreement for services and the notice to proceed.

RICK Engineering Company appreciates the opportunity to submit this proposal. Please call me at 619.291.0707 if you have any questions or concerns.

Sincerely,

Rick Engineering Company



Patricia Trauth, PLA, ASLA, AICP, LEED AP

Associate Principal

PLA 3247, EXPIRES 11/30/19

Enclosures

AS:U:\\_Landscape\ProposalsContracts\Proposals\Lakeland Village Phase 1 and 4 CDs\190204 Lakeland Village Phase 1 and 4 Proposal LA and Civil.docx

APPROVED: RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_



**Hourly Rates – California Offices**  
September 1, 2018 – February 22, 2019

Principal Consultant (Special Projects).....	\$275.00	Principal Water Resources Designer.....	\$140.00
Principal.....	245.00	Associate Water Resources Designer.....	130.00
Associate Principal.....	230.00	Assistant Water Resources Designer.....	115.00
Associate/Manager.....	215.00		
Expert Witness.....	400.00	GIS Manager.....	\$185.00
Court Appearance per half day or part.....	1,600.00	Principal GIS Project Manager.....	170.00
		Associate GIS Project Manager.....	155.00
Director of Land Development.....	\$210.00	Assistant GIS Project Manager.....	135.00
Principal Project Engineer/Manager.....	190.00	Principal GIS Analyst.....	125.00
Associate Project Engineer/Manager.....	175.00	Associate GIS Analyst.....	115.00
Assistant Project Engineer/Manager.....	160.00	Assistant GIS Analyst.....	105.00
Principal Engineering Designer.....	140.00	Principal Graphics Designer.....	115.00
Associate Engineering Designer.....	130.00	Associate Graphics Designer.....	110.00
Assistant Engineering Designer.....	115.00	Assistant Graphics Designer.....	95.00
Principal Engineering Drafter.....	110.00	CAD Manager.....	175.00
Associate Engineering Drafter.....	100.00		
Assistant Engineering Drafter.....	90.00	Field Supervisor.....	\$190.00
		One-person Survey Party.....	140.00
Principal Construction Engineer/Manager.....	\$190.00	One-person Survey Party with Robotics.....	190.00
Associate Construction Engineer/Manager.....	175.00	Two-person Survey Party.....	220.00
Assistant Construction Engineer/Manager.....	160.00	Three-person Survey Party.....	285.00
Principal Construction Technician.....	140.00		
Associate Construction Technician.....	130.00	3D Laser Scanning Crew (One-Person).....	\$220.00
Assistant Construction Technician.....	115.00	3D Laser Scanning Crew (Two Person).....	260.00
Senior Transportation/Traffic Engineer.....	\$200.00	Principal 3D Laser Scanning Project Manager.....	\$180.00
Principal Transportation/Traffic Engineer.....	190.00	Associate 3D Laser Scanning Project Manager.....	165.00
Associate Transportation/Traffic Engineer.....	175.00	Assistant 3D Laser Scanning Project Manager.....	150.00
Assistant Transportation/Traffic Engineer.....	160.00	Principal 3D Laser Scanning Specialist.....	130.00
Principal Transportation/Traffic Designer.....	140.00	Associate 3D Laser Scanning Specialist.....	120.00
Associate Transportation/Traffic Designer.....	130.00	Assistant 3D Laser Scanning Specialist.....	110.00
Assistant Transportation/Traffic Designer.....	115.00	Principal 3D Laser Scanning Technician.....	110.00
		Associate 3D Laser Scanning Technician.....	95.00
Principal Community Planner.....	\$210.00	Assistant 3D Laser Scanning Technician.....	85.00
Principal Project Planner/Manager.....	190.00		
Associate Project Planner/Manager.....	175.00	Photogrammetry Supervisor.....	\$180.00
Senior Planner.....	165.00	Principal Photogrammetrist.....	125.00
Associate Planner.....	130.00	Associate Photogrammetrist.....	110.00
Assistant Planner.....	110.00	Assistant Photogrammetrist.....	100.00
Planning Technician.....	85.00		
		Computing & Mapping Director.....	\$190.00
Principal Landscape Architect.....	\$210.00	Principal Survey Analyst.....	175.00
Principal Project Landscape Architect/Manager.....	180.00	Associate Survey Analyst.....	135.00
Associate Project Landscape Architect/Manager.....	155.00	Assistant Survey Analyst.....	115.00
Assistant Project Landscape Architect/Manager.....	120.00		
Principal Landscape/Urban Designer.....	110.00	Associate Project Administrator.....	\$75.00
Associate Landscape/Urban Designer.....	105.00	Assistant Project Administrator.....	65.00
Assistant Landscape/Urban Designer.....	95.00	Administrative Assistant.....	70.00
Principal Environmental Project Manager.....	\$175.00		
Associate Environmental Project Manager.....	155.00		
Assistant Environmental Project Manager.....	135.00		
Principal Environmental Specialist.....	120.00		
Associate Environmental Specialist.....	115.00		
Assistant Environmental Specialist.....	110.00		
Environmental Technician.....	90.00		

Rates subject to change for prevailing wage contracts.

When authorized, overtime shall be charged at the listed rates times 1.3.

Unless otherwise agreed upon, we shall charge for printing, reproduction, deliveries, transportation, and other expenses.

A ten (10) percent fee for administration, coordination and handling will be added to all subcontracted services.

## Exhibit "B"

### Additional Federal Requirements

- 1. Equal Employment Opportunity** - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). The Contractor/Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor/Consultant will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Contractor/Consultant will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor/Consultant agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discriminating clause.
- 2. Copeland "Anti-Kickback" Act** (18 U.S.C. 874 and 40 U.S.C. 276c: All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.
- 3. Davis-Bacon Act, as amended** (40 U.S.C. 276a to a-7: When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.
- 4. Contract Work Hours and Safety Standards Act** (40 U.S.C. 327 through 333: Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500

for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**5. Rights to Inventions Made Under a Contract or Agreement**— Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.

**6. Rights to Data and Copyrights** – Contractors and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

**7. Clean Air Act** (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended—Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

**8. Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352)— Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**9. Debarment and Suspension** (E.O.s 12549 and 12689)—No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension,” as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other



than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

**10. Drug-Free Workplace Requirements**—The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 24, subpart F.

**11. Access to Records and Records Retention:** The Consultant or Contractor, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or County officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of the Consultant or Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant or Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

**12. Federal Employee Benefit Clause:** No member of or delegate to the congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.

**13. Energy Efficiency:** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

**14. Procurement of Recovered Materials (2 CFR 200.322.)** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.