

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



ITEM: 13.1
(ID # 20185)

MEETING DATE:
Tuesday, October 18, 2022

FROM : Regional Parks and Open Space District:


SUBJECT: REGIONAL PARKS AND OPEN SPACE DISTRICT: Approve and Execute the Professional Services Agreement for the Gilman Historic Ranch Master Plan and Stagecoach Stop Park Design and Environmental Consulting Services between the Riverside County Regional Park and Open-Space District and RHA Landscape-Architects Planners, Inc.; District 5. [\$548,000 Total Cost - Grant Funds 100%] (Clerk to File Notice of Exemption)

RECOMMENDED MOTION: That the Board of Directors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15262- Feasibility and Planning Studies;
2. Approve PKARC-0228 Addendums No. 1, No. 2, No. 3 to the project bid documents issued prior to the May 19, 2022 bid opening;

Continued on page 2

ACTION:Policy

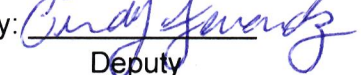

Kyla R. Brown, General Manager 10/4/2022

MINUTES OF THE BOARD OF DIRECTORS

On motion of Director Jeffries, seconded by Director Perez 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: October 18, 2022
xc: Parks, Recorder

Kecia R. 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 Directors:

3. Waive any minor irregularities, and accept the low bid submitted by RHA Landscape-Architects Planners, Inc., in the sum amount of \$548,000;
4. Award the Professional Services Agreement for the Gilman Historic Ranch Master Plan and Stagecoach Stop Park Design and Environmental Consulting Services to RHA Landscape-Architects Planner, Inc. of Riverside, California, in the amount of \$548,000; and authorize the Chairman of the Board of Directors for the Regional Park & Open-Space District (RivCoParks) to execute the contract documents;
5. Authorize the Purchasing Agent and General Manager, or their Designee, to approve and execute amendments to the Agreement that have been approved as to form by County Counsel, as required to complete the project that do not change the substantive terms of the agreement, or increase compensation more than ten percent (10%);
6. Direct the Clerk of the Board to return three (3) executed copies of the Agreement to RivCoParks; and
7. Direct the Clerk of the Board to file the Notice of Exemption within five (5) days of approval by the Board

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$548,000	\$0	\$548,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Statewide Park Program Grant			Budget Adjustment:	No
Park Acquisition & Development-Grants Fund 33110 100%			For Fiscal Year:	22/23

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

SUMMARY

On January 12, 2021, per minute order 13.2, your honorable Board authorized the acceptance of grant funds from the State of California, Department of Parks and Recreation, Office of Grants and Local Services (State Parks) for the development of a new park at Gilman Ranch and Wagon Museum in City of Banning, to be known as Stagecoach Stop Park (Project). Grant funds were awarded to construct a new playground, community room, interpretive trail, support amenities, and improvements to the path of travel throughout the site.

On April 19, 2022, RivCoParks posted and released Request for Proposal (RFP) PKARC-00228 Gilman Historic Ranch Master Plan and Stagecoach Stop Park Design and Environmental Consulting Services. The RFP sought master planning and design services for the development of Gilman Historic Ranch, including the creation of Stagecoach Stop Park. Environmental consulting services were also sought, to complete an initial study and

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environmental assessment for CEQA compliance. Activities include appropriate public contact/meetings and noticing, production of maps, necessary surveys, AB 52 Noticing Facilitation, and completion of Initial Study/Negative Declaration or Mitigated Negative Declaration as required.

A Pre-Bid meeting was held on May 3, 2022, at Gilman Ranch and Wagon Museum, 1901 W Wilson St, Banning, CA 92220. RFP PKARC-0228 closed on May 19, 2022. 350 vendors were notified and 4 proposals were received.

IMPACT ON CITIZENS AND BUSINESSES

Stagecoach Stop Park would make use of largely vacant land, owned by RivCoParks, surrounding the historic core of the Gilman Ranch and Wagon Museum. The creation of this park will complement the history of Gilman Ranch through carefully selected design elements and aesthetics, while providing residents of the surrounding community much needed, currently non-existent park amenities, and socially equitable access to outdoor recreation.

CONTRACT HISTORY AND PRICE REASONABLENESS

RivCoParks received 4 proposals from the following bidders, RHA Landscape Architects-Planners, Inc. (\$569,755), Riverside CA, Albert A. Webb Associates (\$572,752), Riverside CA, Verde Design (\$631,576), Santa Clara CA, and RJM Design Group (\$660,552), San Juan Capistrano CA. The Proposal Evaluation Committee met on July 22, 2022, and determined RHA Landscape Architects-Planners, Inc. to be the lowest, most responsive, and responsible bidder for the Gilman Historic Ranch Master Plan and Stagecoach Stop Park Design and Environmental Consulting Services project. After the determination to continue with RHA Landscape Architects-Planners Purchasing requested Best And Final Offer reducing RHA Landscape Architects-Planner's proposal from \$569,755 to \$548,000.

CEQA Consideration

The proposed project is statutorily exempt under the California Environmental Quality Act Guidelines, California Code of Regulations, Title 14, Section 15262, because the project consists entirely of planning for possible future actions. In addition, the project is exempt under CEQA Guidelines Section 15061(b)(3) – Common Sense Exemption. It can be seen with certainty that there is no possibility that any physical actions that may be associated with the proposed planning project may have a significant adverse effect on the environment.

ATTACHMENTS:

PKARC – 00228 Addendums No. 1, No. 2, and No. 3

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PKARC – 00228 Approved Bid Packet
Professional Services Agreement
Notice of Exemption


Suzanna Hackley, Assistant Director of Purchasing and Fleet Service 10/5/2022


Jason Farin, Principal Management Analyst 10/12/2022


Kristine Bell-Valdez, Supervising Deputy County Counsel 10/4/2022

PROFESSIONAL SERVICE AGREEMENT

for

GILMAN HISTORIC RANCH MASTER PLAN AND STAGECOACH STOP PARK DESIGN AND ENVIRONMENTAL CONSULTING SERVICES

between

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

and

RHA LANDSCAPE ARCHITECTS-PLANNERS, INC.



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This Agreement, made and entered into this ____ day of _____, 2022, by and between RHA Landscape Architects-Planners, Inc., (herein referred to as "CONTRACTOR"), and the RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3, (herein referred to as "DISTRICT"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of seven (7) Pages, Exhibit B, Sub-Contractors, consisting of twenty (20) Pages, Exhibit C, Gantt Chart, consisting of four (4) Pages, at the prices stated in Exhibit D, Cost Summary, consisting of one (1) page.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the DISTRICT relies upon this representation. CONTRACTOR shall perform to the satisfaction of the DISTRICT and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

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

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through March 31, 2025 with the option to renew annually for two (2) additional one (1) year periods, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The DISTRICT shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit D, Cost Summary, Maximum payments by DISTRICT to CONTRACTOR shall not exceed five-hundred-forty-eight thousand dollars (\$548,000)

including all expenses. The DISTRICT is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit D, DISTRICT shall not be responsible for payment , of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the DISTRICT. The DISTRICT requires written proof satisfactory to DISTRICT of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by DISTRICT. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the DISTRICT and approved (if needed) for budget funding by the Board of Supervisors.

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

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

Attn: Parks Finance

4600 Crestmore Road, Jurupa Valley, CA 92509

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (PKARC-PSA-0004470); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The DISTRICT obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of DISTRICT funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not

allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the DISTRICT shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the DISTRICT Purchasing Agent and/or his designee is the only authorized DISTRICT representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the DISTRICT Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. DISTRICT may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

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

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and

- (b) Transfer to DISTRICT and deliver in the manner as directed by DISTRICT any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to DISTRICT.

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

5.5 CONTRACTOR'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 CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the DISTRICT immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

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

6. Ownership/Use of Contract Materials and Products

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

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in

any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the DISTRICT of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the DISTRICT's interests.

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

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

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the DISTRICT or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other DISTRICT representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the DISTRICT shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the DISTRICT. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the DISTRICT shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The DISTRICT may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the DISTRICT because of the CONTRACTOR's failure to perform.

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

9. Independent Contractor/Employment Eligibility

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

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with DISTRICT within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify DISTRICT within five (5) business days

after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with DISTRICT in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, DISTRICT business operations related to this Agreement.

9.6 CONTRACTOR shall notify DISTRICT within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

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

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the DISTRICT's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the DISTRICT's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

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

12. Licensing and Permits

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

13. Use By Other Political Entities

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

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

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

16. Confidentiality

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

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

17. Administration/Contract Liaison

The DISTRICT Purchasing Agent, or designee, shall administer this Agreement on behalf of the DISTRICT. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

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

DISTRICT

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

CONTRACTOR

RHA LANDSCAPE ARCHITECTS-
 PLANNERS, INC.
 6800 Indiana Avenue, Suite 245
 Riverside, CA 92506

19. Force Majeure

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

20. EDD Reporting Requirements

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

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the DISTRICT harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the 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 CONTRACTOR has employees as defined by the State of California, the CONTRACTOR 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 CONTRACTOR'S performance of its obligations hereunder. Policy shall name the DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 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 is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT as Additional Insureds.

D. Professional Liability

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor'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 Contractor'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 CONTRACTOR 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 CONTRACTOR 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 DISTRICT Risk Manager. If the District's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

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

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

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

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

6) CONTRACTOR 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 DISTRICT.

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

23. General

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

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

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

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

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

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

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

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable DISTRICT policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

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

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

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

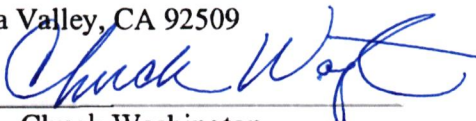
23.12 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. It shall not be necessary that any single counterpart hereof be executed by all parties hereto so long as at least one counterpart is executed by each party. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

23.13 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations,

proposals, discussions, and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

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

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

By: 
Chuck Washington
Chair, Board of Directors

Dated: 10/18/22

**RHA LANDSCAPE ARCHITECTS-
PLANNERS, INC.**

6800 Indiana Avenue, Suite 245
Riverside, CA 92506
By: 
President

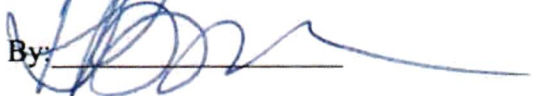
Digitally signed by Doug Grove, President
DN: cn=Doug Grove, President, o=RHA
Landscape Architects-Planners, Inc.,
ou=President, email=douggr@rha.com,
c=US
Date: 2022.09.09 15:02:53 -0700

Doug Grove
President

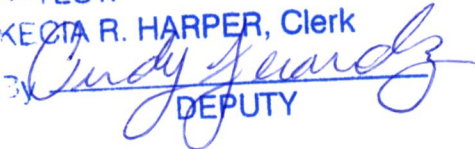
Dated: _____

APPROVED AS TO FORM:

County Counsel
Kristine Bell-Valdez

By: 

Supervising Deputy County Counsel

ATTEST:
KEOTA R. HARPER, Clerk
By: 
DEPUTY

OCT 18 2022
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EXHIBIT A – SCOPE OF WORK

- 1) CONTRACTOR shall:
 - a) Develop a Phased Master Site Plan;
 - b) Provide an Initial Study and anticipated Mitigated Negative Declaration including AB-52 Consultations and a Cultural Resources Report
 - c) Provide siting and designing an up to 2,500 sf custom designed community center
 - d) Provide production of Construction plans for the development of a disc golf course, playground area, trail enhancements, including interpretive areas, parking area, horseshoe pits
 - e) Provide a redesign of garden space around historic corridor for new botanical native garden space
 - f) Develop Site planning to assess parking needs and requirements for new amenities and accessible path of travel for ADA compliance.
 - g) Plan Consideration of historic site characteristics in all design elements.
 - h) Provide Water Quality Management Plans
 - i) Provide Erosion Control
 - j) Provide coordination with all governing agencies
 - k) Assign a project manager to the project
 - l) Ensure assigned project manager shall manage the project from inception to completion.

CONTRACTOR's shall develop a Phased Master Site Plan for the site Buildout construction documents for the new Stagecoach Stop Park development and develop the expansion plan for the Gilman Historic Ranch and Wagon Museum facilities located in Banning, California. CONTRACTOR shall analyze the site thoroughly, including environmental initial studies, engineering studies, historical research, and cultural studies to best situate the amenities and improvements into a phased master plan.

The CONTRACTOR shall include siting and design for a new community center building that will be located the area where the previous barn burned down. The DISTRICT will notify the CONTRACTOR on the type of building desired prefabricated or custom design.

The CONTRACTOR's designed building shall include, but may not be limited to, up to 2,500 sf. in size, restrooms/shower facilities; commercial kitchen; storage facilities to accommodate event furnishings; and any other recommended amenities that help meet the needs of DISTRICT's customers. CONTRACTOR shall ensure the architecture for all new structures will adhere to the historic characteristics and echo the design elements of existing buildings and be located so as to contribute to the function of the overall site plan and design while minimizing environmental impacts and utility line costs. CONTRACTOR shall design a facility that can be used for weddings (rental income), community events, and the annual Wild West Festival and Western Art Show. CONTRACTOR shall ensure the site can also be used to display historic artifacts so that the visitors can learn more about the history of the ranch and the surrounding area.

Stage 1: Survey Work and Preliminary Site Master Planning

CONTRACTOR shall conduct a site survey for location and utility considerations. CONTRACTOR's design options shall be developed to schematic level and include a construction phasing plan and cost estimates. CONTRACTOR's design parameters shall include vehicular access, parking, and ADA

compliance. utilities, water, sewer, and electrical are available within the Gilman Ranch Site and CONTRACTOR will perform research necessary to determine their location and status.

1. Survey Work and Program Assessment

A. DISTRICT shall provide the CONTRACTOR with the most current site plans and topographic surveys available. CONTRACTOR shall review this information, include a utilities analysis, and complete additional survey work as follows:

- Establish on-site Survey control based on a basis of bearing of record.
- Establish project elevations based on locally published benchmark of record.
- Perform a Detailed Design Survey on 25-foot intervals within the areas in yellow shown on the Survey Mapping Limits exhibit below.
- Location of existing buildings, entryways, and finish floor elevations within limits of survey.
- Locate any Sewer Manholes, Storm/Area Drain grates and invert elevations within the limits of survey.
- Locate any visible above ground utilities, overhead wires, fire lines to buildings and water vaults/risers.
- Locate the existing fencing, light poles, trash enclosures, drinking fountains and fire hydrants.
- Locate any sidewalks, Handicap ramps, stairs, curb and gutter, asphalt and parking stalls.
- Locate any canopies, slopes, retaining walls, trees larger than 6" diameter

B. CONTRACTOR shall meet with District staff to ascertain the DISTRICT's program needs per functional units. CONTRACTOR shall perform a space needs assessment and develop concept sketches that reflect program needs and space requirements. DISTRICT staff shall approve/and or ask for one set of revisions to the initial space needs assessment.

C. CONTRACTOR shall visit Gilman Ranch to do necessary research and conduct meetings with District staff. CONTRACTOR shall hold at least three (3) meetings with District staff during this phase to learn about the constraints of the property, tribal consultations and cultural resources, historic significance and community stakeholders.

The space needs assessment concept plan below identifies the improvement areas proposed in the Grant application.



Stage 2: Environmental Services

CONTRACTOR's sub-contractor, UltraSystems, shall provide a well prepared Initial Study (IS) leading to a Mitigated Negative Declaration (MND) prepared in compliance with the DISTRICT approved Area of Potential Effects Template, and comprehensive Mitigation Monitoring and Reporting Program (MMRP) shall suffice as the appropriate CEQA compliance documentation for the Proposed Project.

Work Program Approach

The adequacy and defensibility of this and all CEQA compliance documents begins with the Project Description. If faithfully and thoroughly described, the Project Description will comport with the "whole of the action" provisions promulgated under CEQA, and provide a suitable homogeneous basis from which to conduct a meaningful and efficient environmental analysis.

The CONTRACTOR's tasks comprising the Work Program will occur both concurrently and consecutively depending on their substance and purpose. Everything begins with a Project Kick-off Meeting between the CONTRACTOR, CONTRACTOR's sub-contractor, UltraSystems, the DISTRICT and any other entities deemed appropriate by the DISTRICT. Subsequent to the kick-off meeting the CONTRACTOR will begin

preliminary and ultimately final design activities. As indicated above, the result of these efforts will form the basis for the Project Description to be employed as the basis for analysis in the upcoming Initial Study. Concurrently, CONTRACTOR’s baseline investigations for several environmental resource areas will also be initiated. Key among these the CONTRACTOR will be defining the existing Biological, Cultural, and Historical Resources on and adjacent to the project site.

CONTRACTOR’s preparation of the Initial Study will follow. In addition to the CONTRACTOR’s aforementioned baseline data to be collected additional baseline data will be obtained in order to establish existing conditions for all twenty (20) environmental topics. CONTRACTOR’s sub-contractor, UltraSystems shall employ the environmental checklist format to prepare the Initial Study as set forth in Appendix G of the State CEQA Guidelines. Each question under each environmental topic shall be addressed sufficiently by the CONTRACTOR to draw defensible conclusions regarding impact significance and the development of suitable mitigation measures. Due to the nature of the project the CONTRACTOR anticipates that most of the impact analyses will focus on construction related effects. Once a preliminary Draft Initial Study (IS) has been completed by the CONTRACTOR it will be submitted to the DISTRICT for review and comment. Once the DISTRICT has reviewed the document and any subsequent revisions required have been made, CONTRACTOR’s sub-contractor, UltraSystems will prepare a draft Notice of Intent to Adopt a Negative Declaration with Mitigations (NOI/MND) and Mitigation Monitoring and Reporting Program (MMRP) for DISTRICT review and approval. Once the DISTRICT is satisfied, the NOI, IS/MND and MMRP will require circulation and posting. CONTRACTOR’s sub-contractor, UltraSystems shall provide processing and noticing of the subject IS/MND pursuant to applicable provisions of the State CEQA Guidelines, as amended, and the County’s local CEQA implementation guidelines and procedures.

Task 2.1: Initial Study. CONTRACTOR shall prepare an Administrative Draft, Draft and Public Draft Initial Study (IS) pursuant to the requirements of CEQA § 21080, §§ 15060 through 15065 of the CEQA Guidelines, and the DISTRICT’s APE Template. Well supported responses to each of the questions listed in CEQA Appendix G, Environmental Checklist shall be provided by the CONTRACTOR. CONTRACTOR shall consider and include all environmental issues including topical areas along with the required Mandatory Finding of Significance. CONTRACTOR shall utilize the County’s General Plan and attendant codes and ordinances to the maximum feasible extent.

Topical Areas to be Discussed		
Aesthetics	Greenhouse Gas Emissions	Population/Housing
Agricultural & Forestry Resources	Hazardous Materials	Public Services
Air Quality	Hydrology and Water Quality	Recreation
Biological Resources	Land Use/Planning	Transportation/Traffic
Cultural Resources	Mineral Resources	Utilities and Service Systems
Geology & Soils	Noise	Tribal Cultural Resources
Wildfires	Mandatory Findings of Significance	Energy

CONTRACTOR shall prepare technical studies/surveys and engage in certain actions, including, but not limited to Cultural Resources Survey with Tribal Monitoring and Narrow Endemic Plant Surveys (Marvin’s

onion and Many-stemmed dudleya). CONTRACTOR's sub-contractor, UltraSystems shall support DISTRICTS efforts to undertake AB 52 consultations. CONTRACTOR's sub-contractor, UltraSystems shall also prepare and post the Notice of Intent to Adopt a Mitigated Negative Declaration. CONTRACTOR shall perform circulation of all subject notices. CONTRACTOR shall prepare Historical Resources Study. CONTRACTOR shall prepare technical reports in the areas of noise, air quality, greenhouse gas emissions.

To ensure comprehensive evaluations are conducted for Cultural and Biological Resources the following reports will also be prepared by the CONTRACTOR: Biological Assessment Survey and Report (w/MSHCP Consistency Analysis and Step I BUOW survey), Rare Plant Survey, Burrowing Owl Survey (during breeding season, no winter surveys unless requested by agency); Jurisdictional Delineation (w/Riparian Riverine analysis); Potential wildlife surveys (SKR, riparian birds, CAGN, etc.); CONTRACTOR shall be the recipient of technical reports prepared by others. For example, but not limited to, a geotechnical study, hydrology study, transportation/access study and wet/dry utility study, and the like.

Stage 3: Design

1. Program Refinement/Preliminary Site Plan Design

A. CONTRACTOR shall create two (2) preliminary site plans for DISTRICT review and approval. CONTRACTOR's site plans shall show the layout of the proposed Stagecoach Stop Park elements listed above within the site Master Plan. CONTRACTOR's site plan shall include design of the community center and photos, renderings, and images of all proposed elements. CONTRACTOR shall receive DISTRICT approval for the first draft or ask for revisions to the site plans. If necessary CONTRACTOR shall revise the site plan to the DISTRICTS request. CONTRACTOR shall present the revised site plan to the DISTRICT a second time for DISTRICT's final approval. DISTRICT will provide written Final approval and comments to CONTRACTOR.

B. CONTRACTOR shall prepare a detailed cost estimate for all categories of work. CONTRACTOR shall price out all of the categories of cost that a cost estimation typically does not include such as permitting fees, utility connection fees, and any and all other costs so that the DISTRICT receives a complete cost estimate.

C. CONTRACTOR anticipates five (5) meetings for this portion of the project which includes a minimum of three (3) stakeholder meetings, including a final presentation to Ranch Hands/Staff.

2. Final Site Plan Design and Building Costs

A. Upon DISTRICT's approval of the preliminary site plan, CONTRACTOR shall develop a final site plan showing the entire area where improvements will be made including the community center floor plan and elevations.

B. CONTRACTOR shall address requirements of all agencies with jurisdiction over the project. CONTRACTOR shall describe, in writing, what steps are involved in getting project approved for construction, including the submittal of project through the various agencies of relevance.

C. CONTRACTOR shall prepare an estimated time schedule for the design and construction phases of the project.

D. CONTRACTOR shall present the final site plan, feature plans, outline specifications, cost estimate, and schedule to the DISTRICT. CONTRACTOR shall make necessary changes and resubmit to the DISTRICT for final approval in writing.

E. CONTRACTOR shall provide at least two (2) meetings for this portion of the project.

Stage 4: Construction Documents

A. CONTRACTOR shall prepare construction documents to industry standards and State and local codes, and will include drawings and specifications. CONTRACTOR's drawings shall contain all required site plans, utility site plans, plans, profiles, sections and details to describe the work clearly and completely and reference the work to applicable standards and codes.

B. CONTRACTOR shall ensure the contents of the construction documents will be satisfactory to all governing agencies from who approvals are needed. CONTRACTOR shall be responsible for submitting drawings and securing approvals from all governing agencies.

C. CONTRACTOR shall identify all governing agencies having jurisdiction over the project and apply to them for permits. CONTRACTOR shall communicate with all governing agencies in the early stages of the project to determine all requirements relating to the project. CONTRACTOR shall alert the DISTRICT of the requirement for any lengthy and/or expensive reports and studies, well in advance of the need for their completion, so that the schedule and funding impact may be understood, clearly, by the DISTRICT early in the project.

D. CONTRACTOR shall ensure that complete construction documents shall have all necessary government agency approvals and will be ready to bid.

E. Once the construction documents are complete, CONTRACTOR shall deliver all documents to the District per Miscellaneous Provisions" below.

Stage 5: Miscellaneous Provisions

A. CONTRACTOR shall provide four (4) full-sized sets of signed, and sealed, bond copies of the 100% complete construction drawings and one (1) electronic copy of the construction drawings on a compact disc in AutoCAD 2010 (or compatible computer-aided drafting software) and PDF Professional to the DISTRICT. CONTRACTOR shall also supply electronic files of construction drawings to the DISTRICT designated reproduction company. The DISTRICT shall bear reproduction costs for additional sets for DISTRICT use thereafter.

B. DISTRICT shall provide CONTRACTOR with an electronic version of its front-end bid documents and the General Conditions.

C. Four (4) hard copies of the technical specifications shall be submitted to the DISTRICT, along with two (2) electronic copies (one each in Microsoft Word 2010 and PDF) on a compact disc. CONTRACTOR shall supply electronic files of the technical specifications to the DISTRICT designated reproduction company. The DISTRICT shall bear reproduction costs thereafter for further copies of specifications for DISTRICT use.

Stage 6: Bidding and Construction Administration Services:

A. During the bidding phase, CONTRACTOR shall be available to furnish clarifications, details, consultation, and advice to the DISTRICT to ensure proper bidding of the project. CONTRACTOR shall also attend the “Pre- Bid” conference with the DISTRICT and Bidders.

B. CONTRACTOR shall attend the bid opening, review all bids and make a recommendation to the DISTRICT regarding the lowest responsible bidder.

C. During the course of construction, CONTRACTOR shall be available to furnish plan clarifications, details, and consultation to the DISTRICT, and shall review and approve shop drawings/submissions. CONTRACTOR shall provide advice to the DISTRICT to ensure proper completion of all work including all anticipated RFI’s and COR Reviews for price reasonableness the duration of the Construction of the project.

D. CONTRACTOR shall attend all scheduled “pre-construction” conferences and make on-site reviews of the construction progress at the construction site no less than once (1) a week.

E. CONTRACTOR shall assist the District with the project until the DISTRICT has issued a Notice of Completion.

EXHIBIT B – SUB-CONTRACTORS

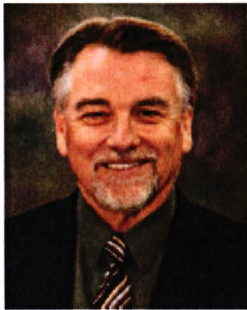
The following page shows a breakdown of all tasks required to perform the services and prepare the deliverables as outlined in the Scope of Services. Each task shows the hours proposed for each staff position.

Gilman Historic Ranch Master Plan & Stagecoach Stop Park Design⁴⁴
Estimated Personnel Hours

RHA Landscape Architects=Planners, Inc.

TASK	RHA Landscape Architects-Planners			Thirtieth Street Architects			IMEG							UltraSystems					Iskander	Total Hours		
	Principal	Project Manager	Landscape Designer	Principal	Project Architect	Designer	Client Executive	Project Executive	Senior Engineer	Project Engineer	Project Designer	Civil Designer	Survey Tech	3-Man Crew	Clerical	Project Manager	Senior Engineer	Senior Planner	Senior Scientist		WP - Graphics	Principal
	\$180	\$130	\$105	\$210	\$190	\$115	\$265	\$240	\$200	\$170	\$145	\$110	\$115	\$270	\$90	\$175	\$165	\$155	\$145		\$110	\$250
Stage 1: Survey Work and Preliminary Master Planning																						
Project Management	24							4													28	
Survey Work	2								2		10		32	31							79	
Site Research	6	4	24		8	10	2	6		12	20				4						73	
Program Assessment	4	4																			26	
Space Needs Assessment & Concept Sketches	5	12	40		16	20															96	
Meetings with District Staff (3)	9				9		1	6													23	
Stage 2: Environmental Services																						
Initial Study							1	1	1	1	1	1	1	1	1	16	34	34	34	140	267	
Cultural Resources Study																			98		98	
Narrow Endemic Plant Survey																			88	115	213	
AB-52 Notifications																			60		60	
Notice of Intent (NOI)																			12	17	29	
Revise Initial Study per public comments																			20		20	
Meetings with District Staff (3)	9							6								6					21	
Stage 3: Design																						
Project Management	12						4	8													24	
Preliminary Site Plans (2)	12	60	24		10	40	2	6		12	24	20									210	
Estimate of Probable Costs	16							2			8										55	
Meetings with District Staff (2)	6				6																16	
Meetings with Stakeholders (3)	15										9										24	
Final Site Plan	6	24	24				4	10		20	36	48		12							182	
Final Site Plan Report	8	12																			20	
Project Schedule	4							8													12	
Meetings with District Staff (2)	6				6			6													20	
Stage 4: Construction Documents																						
Project Management	20						12	24													56	
Demolition Plan		4	40				1	2		6	12	24									91	
Precise Grading Plan							2	4		16	40	48									110	
Utility Plan							2	4		8	16	24									54	
Utility Notification and Coordination								1		4					8						13	
Storm Drain Plan							2	4		8	16	20									50	
WQMP/LID							1	6		6	36	20									69	
SWPPP							1	6		6	36	20			2						71	
Construction Plan and Details	4	8	100				2	4		12	20	20									170	
Irrigation Plan & Details		8	40																		48	
Planting Plan & Details		8	40																		48	
Architecture				30	125	100															255	
Electrical Plans & Details							12			25	62	26			11						136	
Specifications at 60%, 90% & 100%	8	8	4				2	6		6	12				30						78	
Estimate of Probable Costs	8							2			12										65	
Plan Submittal & Revisions	8	24	40					6		12	24										112	
Meetings with District Staff (3)	15							10													25	
Stage 5: Miscellaneous Impressions																						
Prepare plan prints, PDF, and electronic copies to District			4																		4	
Prepare spec prints, PDF, and electronic copies to District			4																		4	
Stage 6: Bidding and Construction Administration Services																						
Bidding services	8			4	4		2	2		6		6			4						40	
Construction Site Visits (1 per week)	70	70		5	30					12	60										270	
Field Reports	25	25									30										80	
RFI Review	18	24		10	20			3		30											105	
Submittal Review	32			10	10			6		30											88	
COR Review	6	16																			22	
Final Site Walk and Punchlist	6			6	6			6		12	18				2						56	
TOTAL HOURS	943	943	984	125	265	100	53	172	9	248	513	277	39	32	74	22	34	66	290	272	120	3,649

KEY PERSONNEL RESUMES – Doug Grove



Doug Grove, RLA, ASLA, LEED^{AP}
President

Education:

BS/1985/Landscape Architecture/
Cal State Polytechnic University, Pomona

Active Registration:

1987/Landscape Architect/2799/State of California
LEED Accredited Professional – United States Green Building Council (*USGBC*)



Mr. Grove is President, Principal Landscape Architect, and LEED Accredited Professional with RHA Landscape Architects-Planners, Inc. He graduated from California State Polytechnic University, Pomona in 1985 and holds a Bachelor of Science degree in Landscape Architecture. A professional Landscape Architect for over 37 years, his wide range of experience in the public works sector includes in the design and project management of hundreds of park projects as well as housing development, streetscape, institutional and commercial projects.

Mr. Grove has established his ability to work efficiently and professionally throughout all aspects of project development. His extensive experience has included management and design of projects from preliminary phases to construction documents, and coordination and observation of project installation. He has been responsible for coordinating public meetings, design development, and approval on numerous public works and parks projects as well as following through with obtaining all other necessary approvals needed for final drawing and project completion.

Mr. Grove serves on the California Park and Recreation Society (CPRS) State Board of Directors as the President Elect and the CPRS District 11 Board of Directors as the Administrators Section Representative. He also serves on the Board of Directors for the California Turf and Landscape Foundation at the University of California, Riverside and the Building Industry Association (BIA) Riverside County. He is a past President of the CPRS State Development and Operations Section and a past Board Member for the United States Green Building Council – Inland Empire (USGBC-IE).

Representative projects include (partial list):

Historical Projects

- Chino Old Schoolhouse Museum, City of Chino
- Aliso Viejo Ranch, City of Aliso Viejo
- Founders Park, City of Anaheim
- San Antonio Park, City of Upland
- White Park, City of Riverside
- Reyes-Adobe, City of Agoura Hills
- Hillcrest Park Renovation, City of Fullerton
- Jensen Alvarado Ranch, County of Riverside
- California Citrus State Historic Park, State of California and City of Riverside

Trails

- San Marcos Trails Master Plan, San Marcos
- Orange Blossom Trail – Phase 2, Redlands
- Orange Blossom Trail – Phase 1, Redlands
- Arroyo Seco Pedestrian and Bicycle Trail, South Pasadena
- Yucca Valley Trails Master Plan, Yucca Valley

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KEY PERSONNEL RESUMES – Doug Grove

- Barton Vineyard Apartments / Zanja Trail, Redlands
- Victoria Avenue Beautification and D.G. Walking Trail, Riverside
- Presidio Hills Multi-Use Trail, Moreno Valley

Park and Recreation Needs Assessments

- Benicia Parks, Trails, and Open Space Master Plan
- Chino Parks and Facilities Master Plan
- Carlsbad Parks and Recreation Master Plan
- Pleasant Hill Recreation and Park District Parks and Recreation Master Plan
- San Clemente Parks and Recreation Master Plan
- Temple City Parks and Open Space Master Plan
- Carlsbad Needs Assessment and Comprehensive Action Plan
- Ladera Ranch Needs Assessment/Park and Recreation Master Plan, Ladera Ranch
- San Jacinto Park and Recreation Master Plan, San Jacinto

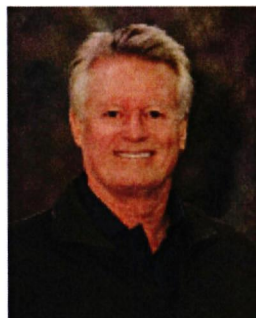
Neighborhood Parks

- Chino Rancho Park, City of Chino
- Lucinda Garcia Park, City of Monrovia
- Dolphin Park Inclusive Playground, City of Carson
- Shadow Mountain Park Inclusive Playground, City of Moreno Valley
- Moreno Valley Community Park Skatepark, City of Moreno Valley
- Jane Reynolds Skatepark, City of Lancaster
- Lee Owens Park, City of Whittier
- Acacia and Washington Parks , City of El Segundo
- Monte Vista Park, City of Chino
- Celebration Park, City of Ontario
- Rimgate and Tamarisk Park Renovations, City of Lake Forest
- Concourse and Mountain View Park Renovations, City of Lake Forest
- Norco Ridge Ranch Park, City of Norco
- Stagecoach Park, City of Corona
- Machris Park, Town of Yucca Valley
- Hi-Desert Park, Town of Yucca Valley
- San Antonio Park, City of Upland
- Jameson Park, City of Corona
- Hull Park, City of Lancaster
- Pikes Peak Park, City of Norco
- McCarthy Park, City of Upland
- Upland Parks Renovation, City of Upland
- Cresta Verde Park Renovation, City of Corona
- City Park Renovation, City of Corona
- Twila Reid & John Marshall Parks Renovation, City of Anaheim
- Judson Street Park, City of Redlands
- Montecito Ranch Park, County of Riverside
- Taft Park, City of Riverside

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KEY PERSONNEL RESUMES – Greg Meek



GREG MEEK, RLA
PRINCIPAL

EDUCATION:

BA/LANDSCAPE ARCHITECTURE/TEXAS A&M UNIVERSITY

Performance Leadership – DunkinWorks 2016

Resolve - Negotiations training – Agreement Dynamics Inc. 2017

ACTIVE REGISTRATION:

Landscape Architect/2484/State of California

Certified Playground Safety Inspector (CPSI)



Mr. Meek is a Principal Landscape Architect with RHA Landscape Architects-Planners, Inc. He graduated from Texas A&M and holds a Bachelor of Arts degree in Landscape Architecture. A professional Landscape Architect for over 36 years, his wide range of experience in the public works sector includes 3 years as the Senior Landscape Architect for the City of San Jose, the tenth largest city in the United States and 10 years of experience as a park development coordinator for various cities in California. He has been responsible for managing Park Dwelling and Park Impact fees, preparing and monitoring agency capital budgets, planning and managing agency capital improvement program, developing requests for services, agreements, and contracts, negotiating fees for services, preparing contracts, and managing staff and contractors.

Mr. Meek's experience in the private sector has included business development, client and project management, preparing budgets and cost estimates as well as the design of sports parks, neighborhood parks, schools, and streetscape projects. He has also provided consultant plan checking services for the cities of Jurupa Valley, Rialto, Diamond Bar and Palm Desert as well as in his capacity as landscape architect at the cities of Fullerton, San Jose, and San Mateo.

Representative projects include (partial list):

- *Rialto Landscape Plan Checking Services, City of Rialto, California*
- *Nicholson Park Renovation, City of San Bernardino, California*
- *Elysian Park, Solano Canyon Assessable Play Area and Splash Pad, Los Angeles, California*
- *Marine Park, City of Santa Monica, California*
- *Lucinda Garcia Park, City of Monrovia, California*
- *Jurupa Valley Planning Department Plan Checking, City of Jurupa Valley, California*
- *Lee Owens Park, City of Whittier, California*
- *Dolphin Park Inclusive Playground, City of Carson, California*
- *Acacia and Washington Park, City of El Segundo, California*
- *Hayward Square Park, City of San Mateo, California*
- *Beresford Park, City of San Mateo, California*
- *Martin Luther King Park, City of San Mateo, California*
- *Poplar Creek Golf Course club House Landscape Renovation, City of San Mateo, California*
- *Lake Cunningham Bike Park/ Extreme Sports Park, San Jose, California*
- *Grand Terrace Fitness Park, Grand Terrace, California*
- *Bagdoura Park Renovation Project, City of Coachella, California*
- *Dateland Park Renovation Project, City of Coachella, California*
- *Casmalia and Alder Street Beautification Project, Rialto, California*
- *Terra Bella Specific Plan Landscape Design Guidelines, French Valley California*
- *Stratham Homes Neighborhood Park – Jurupa, California*
- *Meniffee Town Center, Meniffee California*
- *Rancon Medical Office Center Wildomar, California*

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**James C. Wilson, Principal
Thirtieth Street Architects, Inc.**

- Education:**
- Bachelor of Architecture, University of California, Berkeley, 1971
- Experience:**
- Thirtieth Street Architects, Inc., Newport Beach, CA
October 1976 - Present
 - Rolly Pulaski, AIA and Associates, Newport Beach, CA
September 1973 - October 1976
 - Christopher R. Wojciechowski, AIA, Los Angeles, CA
September 1971 - September 1973
- Licenses:**
- State of California - Registration #C8994
- Volunteer Services:**
- Design, Exploratory Learning Center, City of Santa Ana
 - Feasibility Study of Rehabilitating Victorian Residence for Civic Center Use, City of Hemet
 - Space Planning, Orange County Free Clinic, Anaheim
 - Design of Studio, Ballet Pacifica, City of Irvine.
- Appointments:**
- Discovery Museum of Orange County, Board of Directors
- Affiliations:**
- Member of OC Chapter, U.S. Green Building Council
 - Member of American Library Association
 - Member of National Trust for Historic Preservation
 - Member of the Los Angeles Conservancy
 - Member California Preservation Foundation.
 - Former Chairman of the Historic Preservation Committee for the Orange County Chapter AIA
 - Former Member of National AIA Historic Resources Committee
- Lectures:**
- "Rehabilitation of the Third Street Mall", University of Southern California, 1985
 - "Rehabilitation of The Samuel Kraemer Building" California Historic Preservation Conference, 1985
 - "Old Town Irvine Rehabilitation" Orange County AIA Lecture Series, 1988
 - "Downtown Revitalization", NAHRO Conference, 1994.
 - "Historic Preservation in Orange County", 1994
 - "Design Guidelines and Facade Renovation" Chinatown Development Committee, Fresno, 1995
 - "Vision" in Historic Preservation, Dana Point Historic Society, 2003.
 - Preservation Challenges, Anaheim Historical Society, 2005
 - Preservation & Adaptive Reuse in Orange County, CALBO conferences (northern & southern Calif), 2015

Thirtieth Street Architects

Chip Gulley
Principal and Director of Design
Thirtieth Street Architects, Inc.

Education California Polytechnic University, Pomona
Department of Architecture,
School of Environmental Design, 1975-1979

Licensed Architect State of California, #C019169

Experience Thirtieth Street Architects, Inc.
Newport Beach, CA.
October 1982 to present

Private Consultant, self-employed
1981-1982

Sham and Kent, Architects
Newport Beach, CA
1980-1981

Robert Bender and Associates, Architects
Newport Beach, CA
1977-1980

Design Projects

- Aliso Viejo Ranch
- Whittier Depot
- Claremont Depot
- Fullerton Depot – Spaghetti Factory
- Riverside Depot – Spaghetti Factory
- La Palma Community Center
- Whittier Transit Offices and Community Meeting Facility
- Anaheim Packinghouse
- California Citrus State Historic Park
- LA Cypress Park Branch Library
- Laguna Niguel Library Expansion (OCPL)
- Katie Wheeler Branch Library (OCPL)
- Redondo Beach Main Library
- Vista Library
- Vista Library
- Cathedral City Library
- Tustin Public Library
- Hemet City Hall Masterplan and Library
- Ontario Library
- Guasti Winery Masterplan- 4.5 million s.f. commercial plan
- Heritage Park, Santa Fe Springs

Thirtieth Street Architects

**Carrie Wilde, Project Architect
Thirtieth Street Architects, Inc.**

Education California Polytechnic University, Pomona
School of Environmental Design
Bachelor of Architecture, June 1984

Licensed Architect State of California # C-24400

Experience Thirtieth Street Architects, Inc.
Newport Beach, California
August 1989 — present

Architects Orange
Orange, California
May 1985 — August 1989

Abrahamian, Pagliassotti, & Tanaka
Pasadena, California
July 1984 — May 1985

Lewis Homes & Associates
Upland, California
January — June 1984

Projects:

- Aliso Viejo Ranch, Aliso Viejo
- Hunt Library, Fullerton
- ARMO Stone House, Modjeska Canyon, Silverado
- Fallis House, Ontario
- George Key Ranch, Placentia
- Irvine Ranch Historic Park, Irvine
- Packard Building, Anaheim
- Hollywood Boys & Girls Club, Hollywood
- Laguna Presbyterian Church, Laguna Beach
- Thomas Winery, Rancho Cucamonga
- Old Town Irvine, Irvine
- California Citrus State Historic Park, Riverside
- Perris Public Library, City of Perris
- Banning Park Gift Shop, Wilmington.
- Queen Anne House, Redondo Beach
- La Casa Del Camino, Laguna Beach



John Thompson, PE, QSD/P

CLIENT EXECUTIVE | CIVIL ENGINEER

John has more than 20 years of experience in civil engineering. He has extensive experience designing various types and sizes of projects including streets, water distribution, water storage, drainage and flood control, storm water storage, sanitary sewer, site development, and planning studies. John is also familiar with American Disability Act (ADA) compliance and construction management. He is active in all phases of project development from feasibility studies to final design and construction support. His experience includes education, municipal, private, public, commercial, and residential developments. He has also worked with both flood control and sanitation districts throughout Southern California.

PROJECT HIGHLIGHTS

- City of Diamond Bar, CA, Larkstone Drive, Widening and Resurfacing of Existing Street, Pavement Evaluation and Design, Geometric Analysis, Modification of Sanitary Sewer, Storm Drain, Hydraulic Analysis and Street Lights
- City of Diamond Bar, CA, Sycamore Canyon Trail System, Topographic Surveying, Site Design for Repair of Previous Slope Failures
- City of El Monte, CA, Ramona Boulevard Street Improvements. Street Improvements Including New and Overlay Pavement Sections, ADA Complaint Curb Ramps, Sidewalks and Bus Shelters, Bike Lanes, Signing and Striping, Drainage and Post-Construction BMPs *
- City of Fontana, CA, Foothill Boulevard and Oleander Avenue, Construction Survey and Staking Services Includes Traffic Signal Installation Raised Median, Sidewalk, Curb and Gutter Improvements on Foothill and Oleander to 600-ft East of Cypress Avenue.
- City of Long Beach, CA, Topographic Survey of Existing Sidewalks at Entry and Path of Travel to Existing Accessible Parking Stall
- City of Ontario, CA, Edison Bridge 72" Storm Drain Connection
- City of Ontario, CA, Roadway Widening and Improvements
- City of Rialto, CA, Miro Way Street Improvement Plans Including Storm Drain, Street, Sewer, Domestic and Reclaimed Water Systems
- County of Los Angeles, CA, Grand Avenue Parcel L Rooftop Feasibility Study
- County of Los Angeles, CA, Assessment of Steam Tunnel and Piping
- County of Los Angeles, CA, Walnut Park Pocket Stormwater Improvements, Walnut Park

Experience

20 Total, 5 with IMEG

Education

California State University Los Angeles, BS,
Civil Engineering

Registrations

Professional Engineer
Arizona (57701)
California (C82557)
Nevada (028728)

Certified Qualified SWPPP Developer and
Practitioner (QSD/P)

Affiliations

American Society of Civil Engineers

American Public Works Association

ASCE San Bernardino/Riverside Board
Member

Christopher Daniels, PLS

LAND SURVYOR



Chris has more than 41 years of experience in the surveying and mapping industry. He has worked as a Certified Survey Crew Chief on a variety of commercial, industrial, municipal and multi-family properties. Chris has extensive experience in field construction staking, ranging from small-lot residential to mass grading of hillside construction projects consisting of slope staking, buttress back-cuts, keyway staking and alluvial removal surveys. Chris also has considerable experience as a Survey Manager in ALTA/NSPS Land Title Surveys, Boundary Surveys, preparing Parcel and Tract Map, Record of Surveys and Legal Descriptions. Chris also has considerable experience in settlement/subsidence/monitoring surveys used to determine the horizontal and vertical movement of buildings, walls, dams and large land fill areas with accuracies to 0.001 of a foot.

PROJECT HIGHLIGHTS

- Caltrans, Staking Services, Orange Crush Freeway Interchange (1-5/1-22/1-57) *
- Chevron Corporation, El Segundo, CA, Chevron Refinery, Survey Support & Mapping *
- City of Chino Hills, CA, Chino Hills Mall *
- DesertXpress Ltd., Victorville, California to Las Vegas, NV, High-Speed Train Route Survey, Aerial Mapping *
- Edwards Air Force Base, Palmdale, CA, Site Survey Support & Mapping Services *
- LA County Metro, North Hollywood, CA, Red Line Underground Station & Tunnel Project, Staking Services*
- LA County Sanitation District, Puente Hills, CA, Landfill Expansions & Pipeline Survey *
- Mission Viejo Company, CA, Mission Viejo & Aliso Viejo Planned Communities, Survey & Staking Services *
- Port of Los Angeles, San Pedro, CA, APL Container Carrier Docks, Expansion Survey *
- San Francisco International Airport, San Francisco, CA, Airport Expansion, Primary Survey Control *
- USA Property Fund, Aliso Viejo, CA, Apartment Complex and Underground Parking Survey *
- USA Property Fund, Riverside, CA, Snowberry Apartments, Survey & Staking *
- USA Property Fund, San Jose, CA, Mayfair Court Apartments & Underground Garage Survey *

* Indicates project experience prior to joining IMEG

Experience

41 Total, 1 with IMEG

Registrations

Registered Land Surveyor, California (6328); Arizona (42662); Nevada (16437)

Education

Completed multiple advanced online surveying courses (various organizations)

Affiliations

California Land Surveyors Association, State Chapter
California Land Surveyors Association, Orange County Chapter



Nestor Ignacio, PE

LEAD ELECTRICAL ENGINEER

Nestor has more than 30 years of electrical engineering experience for both new and existing municipal facilities. Nestor has designed lighting, power, fire alarm, security, radio, intrusion alarm, paging, AV, communication, voice, and data distribution systems including fiber optic backbones and Category 6 copper to workstations. He has been responsible for the design of a number of projects including new police/fire stations, city hall, community centers, libraries and central plants.

PROJECT HIGHLIGHTS

- City of Carlsbad, CA, 45,501-sf New Police Station and Safety Training Center
- City of Daly City, CA, Daly City Westlake Library HVAC
- City of Fairfield, CA, 14,400-sf New Community Center and Police Athletic League Facility Including Parking Lot and Basketball Court
- City of Glendale, CA, Lower Scholl Canyon Park Restroom Plumbing and Electrical Work
- City of Glendale, CA, Nibley Park Restroom Renovation
- City of Moreno Valley, CA, 45,900-sf Public Safety Building HVAC System Replacement
- City of Newport Beach, CA, Fire Station #3 Locker Room Addition
- City of Ontario, CA, Ontario Convention Center Expansion Assessment
- City of Palm Springs, CA, Fire Station #4 1,820-sf Addition and 5,245-sf Remodel
- City of Rancho Cucamonga, CA, New Fire Station #172
- County of Riverside, CA, 55,000-sf Roy's Desert Resource Center Emergency Power Assessment
- County of Riverside, CA, New Electrical Services
- County of Riverside, Palm Springs, CA, New Electrical Services
- County of San Bernardino, CA, Communication Antenna Installation
- Ensign Cloverdale LLC, Glendora, CA, Arbor Glen Care Center Electrical Upgrade
- Inland Empire Health Plan, Rancho Cucamonga, CA, Electrical Service Upgrade
- San Mateo County Transit District (SamTrans), San Carlos, CA, 10,000-sf North and South Base LED Lighting Upgrades

Experience

30 Total, 22 with IMEG

Education

California State University, Long Beach
BS Electrical Engineering

Registrations

Professional Engineer
California (E16934)

Affiliations

Institute of Electrical and Electronics Engineers
National Society of Professional Engineers
California Society of Healthcare Engineers

Craig Chamberlain, MS, PE, SE

STRUCTURAL ENGINEER



Craig leads IMEG's structural team located in Los Angeles. He is a registered professional Civil and Structural Engineer with over 25 years of experience in the industry. Craig has a wide range of experience from hundreds of projects in residential, commercial and industrial industries which also include expertise working with California DSA and OSHPD regulated projects. Craig is a member of the Structural Engineers Association of Southern California and recently served on their Board of Directors from 2010-12. He has also been a steering committee member of SEAOSC's annual Building at Risk Summit as well as a member of the Existing Building Committee and SEAOC Convention committees.

PROJECT HIGHLIGHTS

- City of Agoura Hills, Agoura Hills, CA, 154,000-sf Recreation Center Remodel
- City of Costa Mesa, Costa Mesa, CA, Pacific Amphitheater
- Hollywood Park Multi-family Buildings MU-10 & MU-2C, Inglewood, CA, 555,000-sf New 27 Building Complex Containing Retail, Office, Residential (400 Units), Parking, and Mixed-use Spaces
- Oldtown Newhall, Santa Clarita, CA, 98,000-sf Mixed-use Development, Including Residential Units, Retail Space, and Parking
- Kilroy Realty Corporation, Hollywood, CA, 1, 166,000-sf New Mixed Use Development with 260,000-sf Office Space, 37,000-sf Retail Space and 12,000-sf Residential Tower and Parking Garage
- 63rd Street, Los Altos, CA, 27,465-sf Three-Story Mixed-use Development, Including 20 Condominium Units, Commercial Space, and Subterranean Parking
- 580 Anton, Costa Mesa, CA, New Mixed-use Development, Including 249-Unit Luxury Apartment Complex
- 700 S. Manhttan Place, Los Angeles, CA, 185,000-sf Seven-Story Apartment Complex
- 7424 WH LLC, West Hollywood, CA, 7424 Santa Monica Blvd - Mixed-Use Residential Development
- 1818 Cherokee Apartments, Los Angeles, CA
- 3400 Sunset Apartments, Los Angeles, CA
- Ashton Westwood, Los Angeles, CA, 187,000-sf 7-Story Residential Space, Including 64 Apartment Units and Parking
- Morton Village, Echo Park, CA, 25,000-sf Small Lot Subdivision Remodel
- Santa Clara Courts, Ventura, CA, 38,000-sf Multi-Unit Residential Development, Including 24 Units and Parking
- Viridian Apartments, Los Angeles, CA

Experience

25 Total, 13 with IMEG

Education

The University of Texas at Austin,
MS Structural Engineering

Santa Clara University,
BS Architectural Engineering

Registrations

Professional Civil Engineer
California (C-58851), Arizona (60481)

Professional Structural Engineer
California (SE-4588)

Texas PE License (PE 121447)

Affiliations

Structural Engineers Association of
Southern California (SEAOSC)
ACE Mentor Program
Post Tensioning Institute
Buildings At Risk Earthquake Loss
Reduction Summit 2011 & 2012 - Steering
Committee Member
State of California Safety Assessment
Program Disaster Service Worker



Michael Milroy, MS
Assistant Project Manager



Years of Experience

15

Years with Firm

2

Education

- Certificate, Environmental Management, University of California Irvine, 2013
- Master of Science, Interdisciplinary Studies / Neuroscience, California State University Long Beach, 2004
- Bachelor of Science, Biological Sciences, California State University Long Beach, 1999
- Project Management coursework, University of California Irvine, 2009-2014

Professional Affiliations

- Association of Environmental Professionals

Areas of Expertise

- CEQA
- GIS
- Vistro
- Traffic Analysis
- EIR
- MND
- NOE
- NEPA
- MS Office
- Mixed-use
- Project Management
- Residential Noise
- Monitoring and Analysis
- Expository Writing
- Impact Analysis
- K-12/College Universities

PROFESSIONAL SUMMARY

Detail-oriented Environmental Planner with over 15 focused years on California Environmental Quality Act (CEQA) document preparation, project management, and review of supporting technical studies; including, but not limited to, Environmental Impact Reports (EIRs), Initial Studies, Mitigated Negative Declarations, and NEPA documents.

SELECT PROJECT EXPERIENCE.

13330 Magnolia Avenue Residential Development – IS-MND, Community of Home Gardens, Riverside County, CA; November 2021 to Ongoing

The proposed project consists of development of 46 single-family homes and 44 attached townhomes on a 4.5-acre site in the Community of Home Gardens in unincorporated Riverside County. The site is vacant except for remnants of some historical water wells. UltraSystems is preparing an Initial Study and Mitigated Negative Declaration for the project, in addition to preparing several technical studies and peer-reviewing several other studies. Mr. Milroy is project manager.

Green Day Oasis Project – IS-MND, Desert Hot Springs, CA; December 2021 to Ongoing

Mr. Milroy is Project Manager for this project, which consists of 655 residential units and approximately 120,300 square feet of commercial uses on a 38.3-acre vacant site on Palm Drive south of 18th Street. UltraSystems is preparing an IS-MND and several technical studies.

District at Rubidoux Project, City of Jurupa Valley, CA; October 2021 to Ongoing

The proposed project site spans 254 acres abutting the east boundary of the City of Jurupa Valley. The site is bounded by the State Route 60 (SR-60) freeway on the north; Jurupa Boulevard on the west; the Santa Ana River on the east; and residential uses and churches near 34th Street on the south. The project will consist of 1,192 residential units; 2.93 million square feet of commercial and industrial uses; and 10 acres of parks and open space. Mr. Milroy is assistant project manager.

City of Perris General Plan Update; August 2020 to January 2021

As Assistant Project Manager for this project, Mr. Milroy prepared much of the IS-MND. The project consisted of updates to the City of Perris General Plan Housing and Safety elements, and a new Environmental Justice Element.

Allen/Cataract Warehouse Project, San Dimas, CA; October 2021 to Ongoing

Mr. Milroy is Assistant Project Manager for this project, wrote several IS-MND sections and performed QA review on several other sections. The project consists of development of a two-unit, 64,422-square-foot warehouse building.

Penske Sales, Leasing, and Maintenance Facility Project; Moreno Valley, CA; September 2021 to Ongoing

Mr. Milroy, as Assistant Project Manager on this project, wrote several IS-MND sections and conducted QA review on several others. The project proposes development of a truck sales, leasing, and maintenance facility in

Corporate Office – Orange County
16431 Scientific Way
Irvine, CA 92618-4355

Telephone: 949.788.4900
Facsimile: 949.788.4901
Website: www.ultrasystems.com



Michael Milroy

the city of Moreno Valley. UltraSystems is preparing an IS-MND and several technical studies for the project.

Adams Avenue Affordable Housing Project, Murrieta, CA; March 2021 to Ongoing

This project consists of development of 200 units of affordable multi-family housing and senior housing in four buildings on a 6.2-acre site. As Assistant Project Manager, Mr. Milroy wrote much of the IS-MND for the project and conducted QA review on other sections.

Lake Los Angeles Pedestrian Plan Implementation Phase I, Community of Lake Los Angeles, CA; November 2021 to Ongoing

This project consists of improvements to two roadway segments such as a bike path, sidewalks, curb and gutter, a parking lane, and a paved shoulder; and pedestrian activated warning systems (PAWS) and enhanced crosswalks with advanced yield lines at 10 intersections, all in the unincorporated community of Lake Los Angeles in northern Los Angeles County. UltraSystems is preparing an IS-MND and several technical studies for the project. Mr. Milroy, Assistant Project Manager on this project, prepared several IS-MND sections and conducted QA reviews on several others.

Garfield Avenue Improvements, City of South Gate, CA; June 2020 to December 2020

This project consisted of complete streets improvements—that is, bicycle lanes, sidewalk curb extensions, flashing beacons, and pedestrian benches with bike racks—to a segment of Garfield Avenue. Mr. Milroy, as environmental planner for the project, prepared portions of the Categorical Exclusion document.

Palm Crest Elementary School Addendum, La Crescenta, CA; April 2021 to December 2021

Mr. Milroy, assistant project manager for this project, prepared most of the Addendum to a previous IS-MND. The project consisted of modifications to an existing modernization project at the school; specifically, installation one 2-story modular classroom building and transportation of the building, in sections, from near Stockton to the school.

Santa Angelina Senior Apartment Homes; June 2020 to January 2021

This project consisted of a 65-unit senior residential project in two buildings in the City of Placentia, CA. UltraSystems prepared an IS-MND and several technical studies for the project. Mr. Milroy, as environmental planner for this project, prepared several IS-MND sections.

Homekey Project, City of Los Angeles, CA, December 2020 to March 2021

Mr. Milroy conducted quality assurance for this project, reviewing Categorical Exemption documents prepared by other UltraSystems staff for accuracy, compliance with CEQA and the CEQA Guidelines, and legibility for the public. The Homekey Project consists of conversion of hotels, motels, and vacant apartment buildings into transitional or permanent housing for persons experiencing homelessness.

Space Shuttle Exhibit & Education Building, Downey, CA; July 2021 to Ongoing- [Museums/Institutional]

The proposed project will be a neighborhood center for Science, Technology, Engineering, and Mathematics (STEM) education and other social and community involvement. The main floor will have flexible space accommodating 250-300 guests. The space also will serve as an active learning area when not hosting large gatherings, showcasing mobile exhibit elements that can be cleared when needed and house hands-on STEM programming, such as camp programs and workshops. Mr. Milroy is assistant project manager.

Outdoor Soil Storage, 1399 Las Lomas Road - CE, Irwindale, CA; May 2021 December 2021

The project consisted of a categorical exemption document (Class I, Existing Facilities) for a conditional use permit for storage and sales of soil on an existing landscaping supply business property.

Robertson's Quarry Project, EIR, Kern County, CA; June 2020 to Present

Mr. Milroy is Environmental Planner for this project, which proposes a Conditional Use Permit 13, Map 22 for a new Surface Mining and Reclamation Plan that would allow mining for aggregate. Operation of the proposed project would start May 1, 2021 with a 50-year operational life span that would end on May 1, 2071. At the end of the project's operational lifespan, a reclamation plan would be implemented to fill the mines and plant native vegetation on the project site. Estimated aggregate yield is 500,000 tons per year.



Allison Carver, BS
Senior Biologist



Years of Experience	21
Years with Firm	4
Education	<ul style="list-style-type: none"> • B.S., Biology, California State University, San Bernardino, 2000 • B.A., Environmental Studies, California State University, San Bernardino, 2000
Professional Certifications	<ul style="list-style-type: none"> • Streambank Assessment and Restoration, UC Davis Extension (2016) • Wetland Hydrology Indicators and Problem Situations, Portland State University (2015) • Federal Wetlands and Waters Policy, Wetland Training Institute (2011) • Regional Supplement and Field Practicum, Wetland Training Institute (2010) • Identification and Ecology of the Fairy Shrimp and Tadpole Shrimp in CA, Oregon, and Washington, U.C. Davis /Christopher Rogers (2008)
Professional Affiliations	<ul style="list-style-type: none"> • Member of Society of Wetland Scientists, Western Chapter • Member of North American Lake Management Society (Region 9)
Areas of Expertise	<ul style="list-style-type: none"> • CWA • CEQA • NEPA • Regulatory Permitting • Jurisdictional Delineations • Impact Analysis • Environmental Compliance

PROFESSIONAL SUMMARY

Ms. Carver has 21 years of experience as a field and consulting biologist working with private companies and public agencies in California. Her project experience includes working on general and challenging high-profile hydroelectric, solar energy, wind energy, tunnel, transmission line, and construction, improvement, maintenance, housing, and restoration projects in California. She specializes in jurisdictional determination of waters of the U.S. and State, including regulatory framework and permitting, and project impact analyses for projects ranging in size from small school upgrade projects to major infrastructure projects. As a Senior Biologist for UltraSystems, she has conducted jurisdictional delineations and authored jurisdictional delineation reports, prepared Preconstruction Notifications required by Section 404 Clean Water Act, Water Quality Certification applications required by Section 401 Clean Water Act, and Lake or Streambed Alteration Notifications as required by Section 1602 of the California Fish & Game Code. She has also authored biology, hydrology and water quality, geology and soils, and Hazardous Materials impact analyses for a variety of technical documents, including CEQA and NEPA environmental documents. Ms. Carver has also analyzed project impacts and authored technical and environmental documents required by California state agencies such as Caltrans, the California Energy Commission, and the California Public Utilities Commission.

SELECT PROJECT EXPERIENCE

Western Sector Improvement Area Project, City of Fontana, CA: April 2020 to Ongoing

The City of Irvine intends to develop the Western Sector Area of the Orange County Great Park (OCGP) Plan. The OCGP Plan accounts for development of 272 acres as sports park under the Base Plan and 165 acres as sports park under the Overlay Plan. Given this, the proposed project includes an improvement plan for the Western Sector Area of the OCGP including a plan for development of sports facilities in this area. The proposed concept plan indicates development of 32.9 acres with a Water Polo Facility, a Field House Site, a multilevel parking structure and grading and preparation of a portion of land for future use. All existing structures, facilities and infrastructure on the project site would be demolished for the development of the proposed project. Ms. Carver was the Biologist responsible for data collection, research, and impact analysis for Hydrology and Water Quality, and Geology and Soils; and authored the Hydrology and Water Quality, and Geology and Soils Sections of the project's Addendum to the OCGP Program Environmental Impact Report (PEIR).

OC Loop Segments O, P, and Q Project, Orange County, CA: September 2019 to Ongoing

development of a 2.7-mile Class I Bikeway component of a larger 66-mile regional bikeway corridor called the OC Loop. The proposed project would consist of a paved 2.7-mile Class I Bikeway component of the larger OC Loop. The project is a regional bikeway corridor that would be built adjacent to Coyote Creek North Fork and Coyote Creek, with two crossings that dip into the flood control channel. The project crosses through three cities and two counties, as well as two Regional Water Quality Control Boards. Ms.

Corporate Office – Orange County
16431 Scientific Way
Irvine, CA 92618-4355

Telephone: 949.788.4900
Facsimile: 949.788.4901
Website: www.ultrasystems.com

Allison Carver

Carver was the biologist responsible for data collection and project impact analysis for Hydrology and Water Quality, and Geology and Soils. Ms. Carver authored the Hydrology and Water Quality, and Geology and Soils of the project's IS/MND, as well as the Jurisdictional Delineation Report.

Lake Hughes Road Project, Los Angeles County, CA; November 2018 to Ongoing

Ms. Carver was the biologist responsible for conducting jurisdictional delineations and authoring the resulting jurisdictional delineation report. The purpose of the project was to repair damage caused when a 1,000-year precipitation event resulted in a debris flow which altered the original course of an intermittent stream and washed out a portion of Lake Hughes Road. The project involved construction of three reinforced concrete culvert boxes below the roadway, construction of a reinforced concrete inlet structure, construction of a reinforced concrete outlet structure, construction of a riprap energy dissipator at the outlet, reconstruction of the roadway with asphalt concrete on crushed miscellaneous base, and installation of traffic signage and striping.

San Timoteo Storm Drain, Riverside County, CA; August 2014 to Ongoing

Ms. Carver was the biologist responsible for the permitting of a new storm drain project for the City of Moreno Valley, California Department of Public Works. The project was located in the San Timoteo Foothill Neighborhood between Reche Canyon and The Badlands, and involved the installation of a new stormwater collection and conveyance system to prevent local flooding; the system discharged into a drainage that is both a water of the U.S. and a water of the State. Ms. Carver reviewed existing filed data and used this existing data to prepare the Jurisdictional Delineation Report and obtain a § 1602 FGC Lake or Streambed Alteration Notification, a § 401 CWA Water Quality Certification Application, and a § 404 CWA Nationwide 12 Permit for Utility Line Activities.

LA County Department of Parks and Recreation, Lakes Management for 14 Parks, Los Angeles County, CA; July 2019 to March 2021

Ms. Carver participated in the preparation of a Work Plan, Water Quality Assessment Report, Lakes Management Plan, three Operations and Maintenance Plans, and host of stakeholder meetings for 17 of 19 lakes within 14 parks operated by the LACDPR within Los Angeles County. Water quality, water chemistry, and freshwater algae sampling was conducted with samples sent to the SePro Corporation for laboratory analysis. Bathymetry mapping for depth, vegetation, and bottom (sediment) hardness was performed using BioBase (by C-MAP) sonar for aquatic mapping of the littoral, limnetic, and benthic zones. General baseline lake condition and existing setting was recorded for each lake including landscaping, wildlife use, species diversity (richness, abundance), invasive species (aquatic and emergent), hydrological connectivity (infall, outfall, and discharge point, locations), pesticide use, beneficial uses (fishing, swimming, boating, etc.), and aerator locations.

Ms. Carver conducted an extensive literature search to provide regulatory context, existing setting, fisheries data, and incorporated the results of the 2019 and 2020 surveys into a comprehensive Water Quality Analysis Report (WQAR) which analyzed the baseline water quality of the aforementioned 17 lakes, determined trophic status, and explored potential causes for water quality criteria that were exceeded according to the survey results. The WQAR will be the foundation upon which the future Lakes Management Plan will be built.

Water Quality Assessment Report, Lake Management Plans Project; July 2019 to March 2021

The project involved gathering information on fourteen (14) lakes within the LACDPR parks system, in support of the development of a County-wide lakes management plan (LMP). Ms. Carver was the biologist responsible for the development and implementation of the assessment approach for the Water Quality Assessment Report (WQAR), which involved conducting literature searches and data collection to ascertain the beneficial uses, water quality requirements, Total Maximum Daily Loads (TMDLs), and ecology of freshwater algae. Ms. Carver combined the results of the literature review and data collection with current water quality and hydrography of each of the 14 lakes of the LACDPR system and authored the Water Quality Assessment Report which will be used as the basis of the LACDPR Lakes Management Plan.

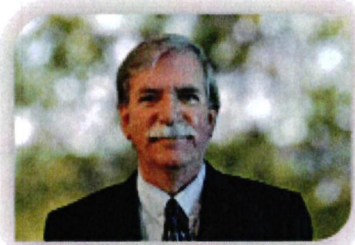
Santa Angelina Senior Apartment Homes, City of Placentia, CA; October 2019 to January 2021

The City of Placentia (City) is developing an affordable multi-family residential project (project). Ms. Carver was the biologist responsible for literature review and data collection, conducted impacts analyses for Hydrology and Water Quality, Hazards, and Geology and Soils, and authored the Hydrology and Water Quality, Hazards, and Geology and Soils sections of the projects IS/MND.



Steve O'Neil, MA, RPA

Cultural Resources Manager – Archaeology/Cultural Anthropology



PROFESSIONAL SUMMARY

Mr. O'Neil has 43 years of experience as a cultural resource specialist in California. He has researched and written on archaeology, ethnography, and history throughout California. Mr. O'Neil has archaeological experience in excavation, survey, monitoring, and lab work. Most of this has been on Native American prehistoric sites, but also includes Spanish, Mexican, and American period adobe sites. His project management experience includes private, municipal, county, state and federal survey, excavation and monitoring projects. He has range of expertise in Phase I & II Cultural Resource Inventories, and archaeological, historical and paleontological survey assessments, and cultural background studies for various EIR projects. Mr. O'Neil has worked for cultural resource management firms as well as government agencies and Native American entities. He has prepared technical reports as well as published journal articles.

He also has extensive experience with the ethnohistory of Southern California tribal people. His work has entailed the use of directed and open-ended interviews with Native community members, as well as archival research. Mr. O'Neil has particular expertise in the use of mission records for the study of population and social networks. He is also familiar with ethnobotany, family reconstruction, and rock art. Among his work was a compilation of the ethnographic background of all Native American tribes along the West fiberoptic route through California, from the Oregon border to Arizona; this included modern history during the American period and current reservations. Mr. O'Neil recently completed cultural background updates to the ICRMP Management Plans of three U.S. Army bases in central California, providing prehistoric, ethnographic, and historic material (including present day status) of all the tribes in the greater San Francisco East Bay region.

SELECT PROJECT EXPERIENCE

Initial Study/Mitigated Negative Declaration for the OC Loop Bike Trail, Segments O, P, and Q, Orange County, CA; September 2019 to Ongoing

This project proposed development of a 2.7-mile Class I Bikeway component of a larger 66-mile regional bikeway corridor called the OC Loop, Segments O, P, and Q, spanning the cities of La Mirada, Buena Park, and Cerritos, California. An Initial Study/Mitigated Negative Declaration document was prepared for the project. A Phase I Cultural Resources Inventory report prepared by Stephen O'Neil and Megan B. Doukakis to support the IS.MND findings. UEI Project 7034.

Historic Property Survey Report for the OC Loop Bike Trail, Segments O, P, and Q, Orange County, CA; September 2019 to Ongoing

The project proposes development of a 2.7-mile Class I Bikeway component of a larger 66-mile regional bikeway corridor called the OC Loop, Segments O, P, and Q, spanning the cities of La Mirada, Buena Park, and Cerritos, California. There is a federal NEPA component to the project with Caltrans District 12 providing funds from the FHA to OCPW to fund a portion of the project. Therefore Caltrans required an Historic Property Survey Report and an Historic Resources Evaluation Report be prepared. Prepared by: Bai "Tom" Tang, CRM TECH; Attachment B Archaeological Survey Report by Stephen O'Neil, Attachment A APE Map by Billye Breckenridge, and

Years of Experience

43

Years with Firm

13

Education

- M.A., Anthropology, California State University, Fullerton, CA, 2002
- B.A., Anthropology, California State University, Long Beach, CA, 1979

Professional Registrations

- Register of Professional Archaeologists (No. 16104)
- Riverside County, CA, Cultural Resource Consultant (No. 259)
- Cultural Resource Field Director, BLM, Permit (CA-15-10) CA, 2015
- Contractor Safety Orientation, Burlington Northern and Santa Fe Railroad 2014, BNSF-US-CA-0814-02153

Professional Affiliations

- Orange County Natural History Museum; Board Member
- Pacific Coast Archaeological Society; Past President
- Society for CA Archaeology

Areas of Expertise

- CEQA
- NEPA
- Ph. I/II
- Federal



Steve O'Neil, M.A., RPA

Attachment C Native American Correspondence by Megan Black. (Stephen O'Neil, Project Cultural Resources Manager.)

Initial Study/Environmental Impact Report for the Oro Vista Estates Development Project, City of Los Angeles, Los Angeles County, CA; February 2019 to Ongoing

The Oro Vista Estates Project is proposed in the Lincoln Heights neighborhood, approximately 5 miles northeast of downtown Los Angeles. The approximately 31-acre Project Site is bounded by Lincoln Park Avenue to the west and Amethyst Street to the east, Lincoln High School to the south and Eva Terrace to the north.

The Oro Vista Estates Project proposes site grading and the construction of a small lot subdivision of 310 homes. Potential project amenities include: a transportation hub to serve the surrounding community, improvements to public streets and intersections surrounding the development, improvements to the facilities of Abraham Lincoln High School, dedication of land and creation of useful open space around the perimeter of the development to create scenic buffer areas, nature trails, green belts, and rest areas, a 12,004 square-foot community center including a clubhouse/recreational area, and a 46,016 square-foot park. The City of Los Angeles is the Lead Agency for the purposes of CEQA. UltraSystems was hired by Applicant to complete an Initial Study, Environmental Impact Report, and supporting technical studies for biological resources, jurisdictional waters, air quality/greenhouse gases, cultural resources, noise, energy.

The cultural resources investigation consisted of a Phase I Cultural Resources Inventory which included a record search at the Southern Coastal California Information Center, a record search of the Sacred Lands File by the Native American Heritage Commission and outreach to local tribes, and a pedestrian survey. During the survey a small feature consisting of marine shell concentration and a diffuse scatter of historic debris was noted in the north area of the parcel. A subsequent Phase II test excavation was conducted and a site record was prepared and submitted to the local CHRIS facility.

Cultural Resources Monitoring for OC Streetcar Construction, Santa Ana, CA; October 2016 to Ongoing

Mr. O'Neil is currently in charge of archaeological, historic resources and paleontological monitoring under UltraSystems' subcontract with PGH Wong Engineering to assist the Orange County Transportation Authority (OCTA) in complying with regulatory and mitigation requirements during construction of a 4.15-mile light rail project between Buena Park and Santa Ana, California. He manages a team of UltraSystems field archaeologists, who must be present during all construction involving excavation. Monitoring activities has increased since discovery in 2020 of a Native American burial at the project site. Mr. O'Neill has also collected samples of marine fossils near the old Santa Ana River bridge, and of historical era trash underlying the former Pacific Electric right-of-way, which forms part of the OC Streetcar route. The samples were sent to subject matter experts for evaluation, and Mr. O'Neil has peer-reviewed the resulting technical reports, as well as all daily monitoring reports by field archaeologists and Native American monitors.

Robertson's Quarry Project, Kern County, CA; May 2020 to June 2021

UltraSystems is preparing an EIR for conditional use permits for a surface mining and reclamation plan for 98.25 acres on an approximately 125-acre project site northwest of the unincorporated community of Inyokern. Mr. O'Neil's role for this project is to peer-review technical reports submitted by the applicant. This will be to review, comment on and suggested improvements to a Phase I Cultural Resources Inventory and a Paleontological Resources Survey study. Later, with the information available from those two technical reports, he will review the Mitigation Measures Program and prepare any suggest and needed revisions and/or additions to cultural resource and paleontological resources measures.

Initial Study/Mitigated Negative Declaration Document for the Santa Angelina Senior Apartments Home Project, Placentia, Orange County, CA; October 2019 to January 2021

The City of Placentia (City) is implementing a series of actions to allow for the development of an affordable multi-family residential project at the northeast corner of the intersection of N. Angelina Drive and Morse Avenue in Placentia, California. This parcel is occupied by the Blessed Sacrament Episcopal Church and school. The cultural resources investigation consisted of a Phase I Cultural Resources Inventory which included a record search at the Southern Coastal California Information Center, a record search of the Sacred Lands File by the Native American Heritage Commission and outreach to local tribes, and a pedestrian survey.

Iskander Associates, Inc.

Construction Cost & Scheduling Services.

Job Title Iskander A.R. Abdulla, Iskander Associates, Inc.

Principal Cost Management Mr. Abdulla has more than Forty years of experience in the administration and execution of cost consulting and engineering services on a wide range of projects, both domestic and overseas. In addition to his experience in estimating, quantity surveying and project management, Mr. Abdulla has participated in numerous value engineering, cost estimating and cost management projects. Mr. Abdulla had lead all Preconstruction services including cost estimating, scheduling and budgeting efforts by IAI staff and prepare regular cost reports and cost analysis on various use - new and renovation - projects. Mr. Abdulla regularly meets with design teams to review cost impacts and assist on alternate design decisions and provide Value Engineering as appropriate throughout the design process. Mr. Abdulla is also an expert witness on cost related matters. Mr. Abdulla lectured on facility management at California State University, Long Beach, CA in the Civil Engineering and Construction Engineering management program for 12 years. Mr. Abdulla has provided services on varieties of projects estimated over \$4.0 Billion dollars in construction cost. Some relevant projects are listed below:

Base Location: Santa Ana, CA

Length of Association with firm: 34 Years

No of Years total experience +40 Years

Number of years local experience: +40 Years

Level of Education: Bachelors of Science, Civil Engineering Chicago Technical College Middlesex County College – Math

Certifications: Contractor “B” License – Nevada, inactive

Professional Affiliations: American Association of Cost Engineer Lectured at California State University, Long Beach Construction Engineering Program over 12 years

RELEVANT EXPERIENCE:

Project 1:
MacLaren Community Park – Phase 1
Master Plan
4024 Durfee Avenue
El Monte, CA 91732
Contact: Steve G. Lot, Raw International Inc. 213.622.4993 x 102
Email: slott@rawinternational.com

Services
Construction cost estimates for master planning of approximately 240,000 sf lot into a community park. The park comprised sport fields, restrooms, park amenities, paved roadways, pathways, Flex Even Lawn, Rain Gardens, BBQ areas, pavilions and gazebos, native botanic garden, water features, amphitheater style bleachers with shade fabric canopy, Landscaping, children play mound, Fitness Zone, children discovery garden, lighting, and all utilities.
Project Role: Prepared construction Cost Estimate for grants
Estimate Date: December 2020
Estimated Cost: \$18.0 M

Project 2:
MacLaren Community Park – Phase 2
Master Plan
4024 Durfee Avenue
El Monte, CA 91732
Contact: Steve G. Lot, Raw International Inc. 213.622.4993 x 102
Email: slott@rawinternational.com

Services
Construction cost estimates for master planning of approximately 240,000 sf lot into a community park. The park comprised sport fields, restrooms, park amenities, paved roadways, pathways, Flex Even Lawn, Rain Gardens, BBQ areas, pavilions and gazebos, native botanic garden, water features, amphitheater style bleachers with shade fabric canopy, Landscaping, children play mound, Fitness Zone, children discovery garden, lighting, and all utilities.
Project Role: Prepared construction Cost Estimate for grants
Estimate Date: March 2021
Estimated Cost: \$20.2 M

600 North Tustin Avenue, Suite 130, Santa Ana, CA 92705, USA (Phone) 714-544-4114 (Fax) 714-544-1206
www.iskanderinc.com

Project 3:

Plaza Level Healing Garden– Los Angeles, CA

Cedar Sinai Medical Center

Contact: Patrick Barton, MBA – Finance Director, Facility planning, design and construction,
Cedars Sinai Medical Center - Phone 323-866-7874 E: Patrick.barton@cshs.org

Services

Construction cost estimates for Plaza Level Healing Garden approximately 188,000 sf. the project comprised providing healing garden for patients use at three (3) locations within the CSMC Medical Buildings. The amenities included paved plaza, landscaping, potted landscape, lighting, utilities, water features etc. with five (5) add alternates.

Project Role: Prepared construction cost estimate at DD and CD Level

Estimate Date: May 2014

Estimated Cost: \$8.6 M

Design – GMP

Project 4:

Stone Creek Park, Park to Playa Trail Blair Hills

Contact: Naseer Ahmed, Executive Principal

IMEG Corp: Phone 626-463-2800, Nasser.Ahmed@imegcorp.com

Services:

Construction cost estimate for building a pedestrian bridge crossing over La Cienega Blvd. and related work including switch back trails, retaining walls, sound walls and pathways.

Project Role: Preparation of Cost estimates for scoping document for Design Build contract.

Completion: December 2016

Estimated cost: \$5.6M

Project: 5

Rancho Cienega Sports Complex -named “Michelle and Barack Obama Sports Center”

5001 Rodeo Road

Los Angeles, CA 90016

Contact: Siddhartha Majumdar, Senior Architect, SPFA, 310-558-0902- Siddhartha.majumdar@spfa.com

Services:

Construction cost estimating services starting at conceptual through final construction document phase during the design. The project comprised prefabricated metal building for Gymnasium Pool, Tennis Grandstand / Pro- Shop / Concessions and Restrooms and site improvement work. The overall construction budget was \$35.0 M.

Project Role: Preparing construction cost estimates.

Start of construction - 2017

Estimated Cost: \$40.0M

EXHIBIT C – GANTT CHART

Gantt Chart

The following page shows a Gantt Chart schedule identifying the tasks and time frames for each.

The Parties shall use this Gantt Chart to track the project. CONTRACTOR shall **update the Gantt Chart on a weekly basis** to ensure the project is on schedule. A PDF version will be emailed to the entire design team and all District staff involved with the project.

CONTRACTOR's deliverables to the DISTRICT shall consist of:

1. Conceptual Site Plan
2. Exterior Elevations
3. Overall Perspective View Plan
4. Plant Variety Plan
5. Artifacts Plan
6. Demolition Plan
7. Layout Plan
8. Construction Plan
9. Construction Detail Plan
10. Irrigation Plan
11. Irrigation Detail Plan
12. Planting Plan
13. New Building Floor Plans
14. New Building Roof Plans
15. New Reflected Ceiling Plan
16. New Design Building Sketches
17. Wall Section & Details
18. Interior Elevations
19. Door Schedule
20. Finish Schedule

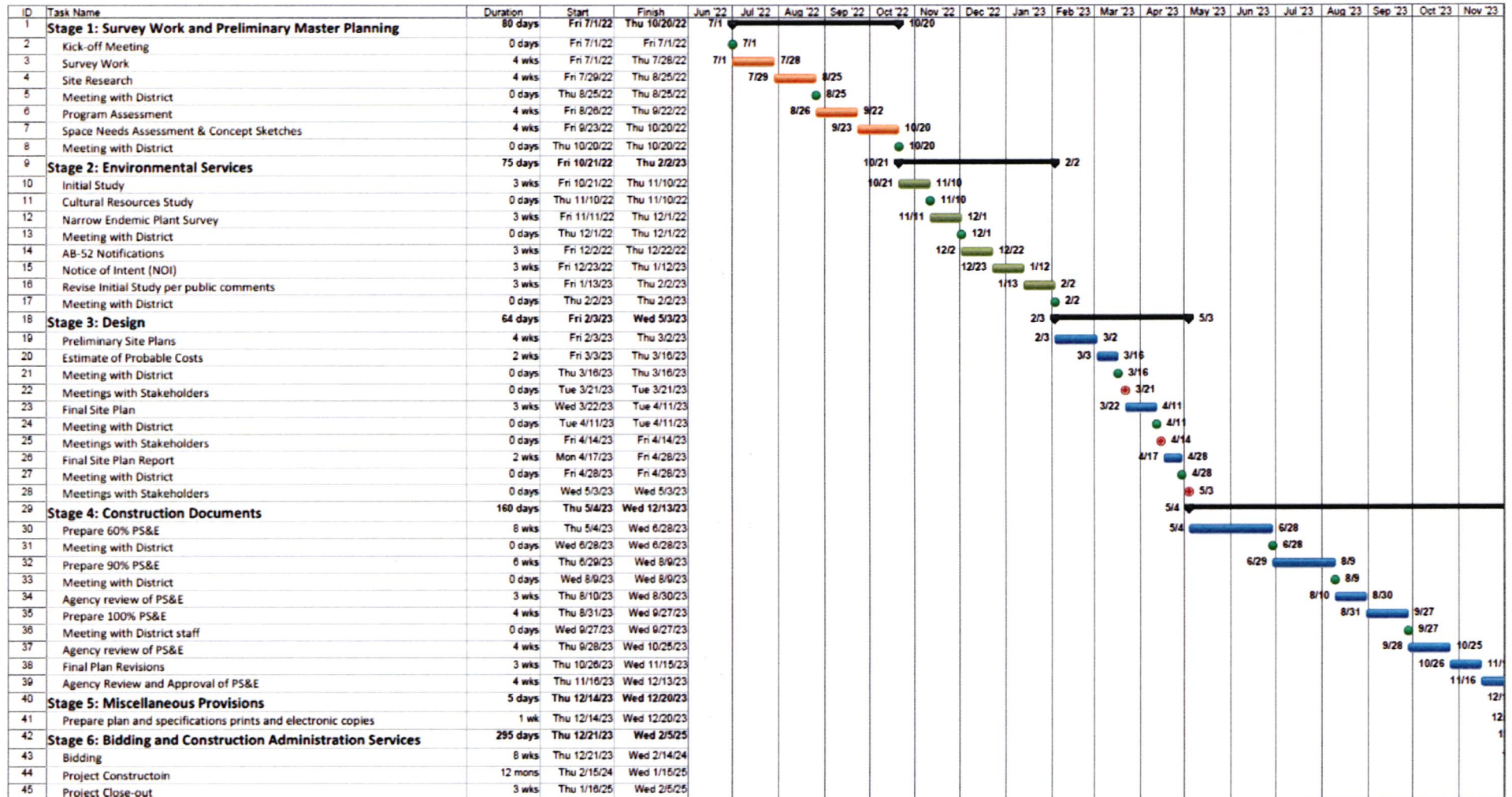
CONTRACTOR will produce during the design of the project.

CONTRACTOR will supplement these with additional types of renderings, photos, and written reports to ensure that

the project design is completely understood by the DISTRICT.

Gilman Historic Ranch Master Plan and Stagecoach Stop Park

Project Schedule
May 19, 2022
RHA Landscape Architects-Planners, Inc.



Gilman Historic Ranch Master Plan and Stagecoach Stop Park

Project Schedule
May 19, 2022
RHA Landscape Architects-Planners, Inc.

ID	Task Name	Duration	Start	Finish	Dec '23	Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24	Sep '24	Oct '24	Nov '24	Dec '24	Jan '25	Feb '25	Mar '25	Apr '25	May '25		
1	Stage 1: Survey Work and Preliminary Master Planning	80 days	Fri 7/1/22	Thu 10/20/22																				
2	Kick-off Meeting	0 days	Fri 7/1/22	Fri 7/1/22																				
3	Survey Work	4 wks	Fri 7/1/22	Thu 7/28/22																				
4	Site Research	4 wks	Fri 7/29/22	Thu 8/25/22																				
5	Meeting with District	0 days	Thu 8/25/22	Thu 8/25/22																				
6	Program Assessment	4 wks	Fri 8/26/22	Thu 9/22/22																				
7	Space Needs Assessment & Concept Sketches	4 wks	Fri 9/23/22	Thu 10/20/22																				
8	Meeting with District	0 days	Thu 10/20/22	Thu 10/20/22																				
9	Stage 2: Environmental Services	75 days	Fri 10/21/22	Thu 2/2/23																				
10	Initial Study	3 wks	Fri 10/21/22	Thu 11/10/22																				
11	Cultural Resources Study	0 days	Thu 11/10/22	Thu 11/10/22																				
12	Narrow Endemic Plant Survey	3 wks	Fri 11/11/22	Thu 12/1/22																				
13	Meeting with District	0 days	Thu 12/1/22	Thu 12/1/22																				
14	AB-52 Notifications	3 wks	Fri 12/2/22	Thu 12/22/22																				
15	Notice of Intent (NOI)	3 wks	Fri 12/23/22	Thu 1/12/23																				
16	Revise Initial Study per public comments	3 wks	Fri 1/13/23	Thu 2/2/23																				
17	Meeting with District	0 days	Thu 2/2/23	Thu 2/2/23																				
18	Stage 3: Design	64 days	Fri 2/3/23	Wed 5/3/23																				
19	Preliminary Site Plans	4 wks	Fri 2/3/23	Thu 3/2/23																				
20	Estimate of Probable Costs	2 wks	Fri 3/3/23	Thu 3/16/23																				
21	Meeting with District	0 days	Thu 3/16/23	Thu 3/16/23																				
22	Meetings with Stakeholders	0 days	Tue 3/21/23	Tue 3/21/23																				
23	Final Site Plan	3 wks	Wed 3/22/23	Tue 4/11/23																				
24	Meeting with District	0 days	Tue 4/11/23	Tue 4/11/23																				
25	Meetings with Stakeholders	0 days	Fri 4/14/23	Fri 4/14/23																				
26	Final Site Plan Report	2 wks	Mon 4/17/23	Fri 4/28/23																				
27	Meeting with District	0 days	Fri 4/28/23	Fri 4/28/23																				
28	Meetings with Stakeholders	0 days	Wed 5/3/23	Wed 5/3/23																				
29	Stage 4: Construction Documents	160 days	Thu 5/4/23	Wed 12/13/23																				
30	Prepare 60% PS&E	8 wks	Thu 5/4/23	Wed 6/28/23																				
31	Meeting with District	0 days	Wed 6/28/23	Wed 6/28/23																				
32	Prepare 90% PS&E	6 wks	Thu 6/29/23	Wed 8/9/23																				
33	Meeting with District	0 days	Wed 8/9/23	Wed 8/9/23																				
34	Agency review of PS&E	3 wks	Thu 8/10/23	Wed 8/30/23																				
35	Prepare 100% PS&E	4 wks	Thu 8/31/23	Wed 9/27/23																				
36	Meeting with District staff	0 days	Wed 9/27/23	Wed 9/27/23																				
37	Agency review of PS&E	4 wks	Thu 9/28/23	Wed 10/25/23																				
38	Final Plan Revisions	3 wks	Thu 10/26/23	Wed 11/15/23																				
39	Agency Review and Approval of PS&E	4 wks	Thu 11/16/23	Wed 12/13/23																				
40	Stage 5: Miscellaneous Provisions	5 days	Thu 12/14/23	Wed 12/20/23																				
41	Prepare plan and specifications prints and electronic copies	1 wk	Thu 12/14/23	Wed 12/20/23																				
42	Stage 6: Bidding and Construction Administration Services	295 days	Thu 12/21/23	Wed 2/5/25																				
43	Bidding	8 wks	Thu 12/21/23	Wed 2/14/24																				
44	Project Constructoin	12 mons	Thu 2/15/24	Wed 1/15/25																				
45	Project Close-out	3 wks	Thu 1/16/25	Wed 2/5/25																				

EXHIBIT D – COST SUMMARY

#	Header	Description	Total Price
1	Design and Survey Services	Site Analysis	\$ 20,520
2	Design and Survey Services	Site Survey for ADA Compliance	\$ 20,015
3	Design and Survey Services	Master Plan Design	\$ 77,750
4	Environmental Services	Initial Study with MND	\$ 41,220
5	Environmental Services	AB-52 Consultations	\$ 8,700
6	Environmental Services	Special Species Studies	\$ 44,800
7	Construction Documents	Drawings	\$ 179,010
8	Construction Documents	Technical Specifications	\$ 9,740
9	Construction Documents	Cost Estimation	\$ 38,035
10	Bidding & Construction Administration Services		\$ 93,590
11	Additional Survey Work (if needed)		\$ 14,620
12	Geotechnical Work		N/A
13	Guaranteed Maximum Price		\$ 548,000

CONTRACTOR shall be paid on a monthly basis based on the percentage complete for each stage of the project and on the deliverables required at each phase

DISTRICT shall approve in writing additional fees when the CONTRACTOR demonstrates that the scope of work has been increased beyond what was originally described herein.

The DISTRICT does not compensate its consultants for expenses referred to in the trade as “reimbursables.” The DISTRICT will not compensate for the following items: long distance phone calls; travel mileage; reproduction costs beyond those identified in this document; meetings beyond those listed unless requested by the DISTRICT; or computer time to scan documents provided by the DISTRICT. Each potential CONTRACTOR and Sub-Contractor shall be aware of this policy and propose accordingly.

The DISTRICT assumes no responsibility, nor will it compensate a potential consultant for the cost incurred in the preparation of its statement of qualification/proposal.

**GILMAN HISTORIC RANCH MASTER PLAN AND STAGECOACH
STOP PARK DESIGN AND ENVIRONMENTAL CONSULTING
SERVICES**

RFP #PKARC-0228



**ADDENDUM NO. 1
April 27, 2022**

CERTIFICATION OF RECEIPT OF ADDENDUM No. 1

I certify that I have received this addendum on behalf of the company listed below.

Signed: _____ Dated: _____

Name and title: _____

Company: _____

ADDENDUM NO. 1
TO RFP # PKARC-0228

1.0 This Addendum is considered to be part of the County of Riverside's (County) Request for Proposal (RFP). All other terms of the RFP remain unchanged and in effect. This Addendum is intended to provide additional information and/or to change requirements in the above referenced RFP. Any information contained herein will be considered part of the RFP and as such will be used in the evaluation of the bid responses. Attention all potential bidders, if you have already submitted your proposal prior to the bid closing date, please review this addendum and re-submit your bid response, should this addendum modify your initial bid response.

2.0 To verify that all Bidders have received a copy of this Addendum, please sign the cover page of this addendum and submit with Bidder's online proposal submission. Hard copies will not be accepted.

3.0 Additional Supplemental Information From the County:

3.1 Reference: Section 3.0 Timeline/Important Dates

The District has changed the in person non mandatory pre-bid meeting from April 27, 2022 1:30PM PT to May 3, 2022 1:30 PM PT

**GILMAN HISTORIC RANCH MASTER PLAN AND STAGECOACH
STOP PARK DESIGN AND ENVIRONMENTAL CONSULTING
SERVICES**

RFP #PKARC-0228



**ADDENDUM NO. 2
May 2, 2022**

CERTIFICATION OF RECEIPT OF ADDENDUM No. 2

I certify that I have received this addendum on behalf of the company listed below.

Signed: _____ Dated: _____

Name and title: _____

Company: _____

ADDENDUM NO. 2
TO RFP # PKARC-0228

1.0 This Addendum is considered to be part of the County of Riverside's ("County") Request for Proposal ("RFP"). All other terms of the RFP remain unchanged and in effect. This Addendum is intended to provide additional information and/or to change requirements in the above referenced RFP. Any information contained herein will be considered part of the RFP and as such will be used in the evaluation of the Proposals. Attention all potential Bidders, if you have already submitted your Proposal prior to the Deadline For Proposals, please review this Addendum and re-submit your Proposal, should this Addendum modify your initial Proposal.

2.0 To verify that all Bidders have received a copy of this Addendum, please sign the cover page of this Addendum and submit with Bidder's online proposal submission. Hard copies will not be accepted.

3.0 Additional Supplemental Information From the County:

3.1 Reference: Section 3.0 Timeline/Important Dates,

The District has changed the Deadline For Submission of Questions from May 3, 2022 1:30 PM PT to May 6, 2022 1:30PM PT.

The District has changed the County's Responses to Bidder Questions from May 9, 2022 1:30 PM PT to May 11, 2022 1:30PM PT.

The District has changed the Deadline For Proposals from May 13, 2022 1:30 PM PT to May 19, 2022 1:30PM PT.

REQUEST FOR PROPOSAL # PKARC-0228

GILMAN HISTORIC RANCH MASTER PLAN AND STAGECOACH STOP PARK DESIGN AND ENVIRONMENTAL CONSULTING SERVICES



By:

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NIGP Code(s): 925-61, 918-92, 918-90, 906-66, 906-64, 906-57, 906-52, 906-14

This RFP and any ensuing Addendums are available at the following links:

www.purchasing.co.riverside.ca.us and www.publicpurchase.com

NOTE: BIDDERS ARE RESPONSIBLE TO READ ALL INFORMATION THAT IS STATED IN THIS REQUEST FOR PROPOSAL AND PROVIDE A RESPONSE AS REQUIRED

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INSTRUCTIONS TO BIDDERS

1. **Vendor Registration** – Vendor Registration is a two-step process vendor registration; first step is for Bidder to register the company on the County’s website to receive purchase orders and payments, and the second step is a 3rd party website, Public Purchase, for bidding opportunities
2. **First Step- County of Riverside Purchasing website** - Unless stated elsewhere in this document, Bidders may participate in the bidding process; however, the County does encourage all Bidders to register online at <http://www.purchasing.co.riverside.ca.us/Vendorsregistrationmaintenance.aspx>. If awarded a contract, Bidder must be registered with the County of Riverside within five (5) days of announced award. This will avoid delays in the purchasing and payment process.
3. **Second Step-Public Purchase** - Public Purchase is a third party web based e-Procurement service provider utilized by the County of Riverside for solicitations. It will take only minutes to register and it is free. For future bidding, opportunities please also register online at: <https://www.publicpurchase.com/gems/register/vendor/register>. For all solicitations Riverside County’s Purchasing website will post a notification on its website, and will provide a direct link to PublicPurchase.com.
4. **Format** - Use the electronic format provided by PublicPurchase.com. If submitting more than one bid, separate the bid documents.
5. **Pricing/Delivery/Terms/Tax** - All pricing shall be quoted F.O.B. destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax, which is a separate line item. The County reserves the right to designate method of freight. The County pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.
6. **Other Terms and Conditions** - The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by visiting the Purchasing website at www.Purchasing.co.riverside.ca.us or by contacting Riverside County Purchasing at the number shown above and requesting a copy faxed, or emailed.
7. **Period of Firm Pricing** - Unless stated otherwise elsewhere in this document, prices shall be firm for one-hundred and twenty calendar days (120) after the closing date, and prior to an award being made.
8. **Specification/Changes** - Wherever brand names are used, the words "or equal" shall be considered to appear and be a part of the specification. If you are quoting another make or model, cross out our nomenclature and insert yours. If no make or model is stipulated, insert yours. Attach applicable specifications and/or brochures. Variations in manufacturers, design, etc., may be acceptable, bidders are encouraged to offer them as alternatives; however, the County reserves the right to reject those alternatives as nonresponsive.
9. **Recycled Material** - Wherever possible, the County of Riverside is looking for items made from, or containing in part, recycled material. Bidders are encouraged to propose items containing recycled material as an alternative for the items specified; however, the County reserves the right to reject those alternatives as nonresponsive.
10. **Method of Award** - The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.

11. **Return of Bid/Closing Date/Return to** - The bid response shall be submitted by 1:30 PM Pacific Time on the closing date listed above. Bid responses not received by County Purchasing by the closing date and time indicated above will not be accepted. Delivery of the bid response may be accepted at Purchasing and Fleet Services, 2980 Washington St., Riverside, CA 92504, on or before 1:30 PM PT.
12. **Procurement Preference Programs (P3)** - The County of Riverside has implemented a Procurement Preference Programs. Where applicable, a five percent (5%) preference shall be applied to the total bid price of all quotes/bids/proposals received by the County from a Service-Disabled Veteran, Veteran, National Guard and Federal Reserve Veteran, Active Member of the U.S. Armed Forces, National Guard or Federal Reservist - Owned Businesses and for Veteran-Qualified Businesses. The preference program also provides for a 5% match for Local or Small Businesses. A five percent (5%) price preference shall be applied to the total bid price during evaluation of the bid responses. If the overall low responsible and responsive business is a non- local or small business vendor, the local or small business vendor who is within five percent (5%) of that overall low bidder may, where applicable, be offered the opportunity to match the overall low bidder's price and will receive the award. Businesses are to provide proof of designation as identified in the Board Policy B-34 (<https://www.rivcocob.org/wp-content/uploads/2019/06/POLICY-B34.Revised.05-21-19.pdf>) and shall submit the required documentation with their bid submittal along with the appropriate affidavit. If the Bidder fails to provide the required documents, the Bidder may be disqualified from obtaining the preference. It is the sole responsibility of the Bidder to provide the required documentation. Application of preferences may be waived if funding sources disallow it. Additional information about the application of preferences can be found in Board Policy B-34 (<https://www.rivcocob.org/wp-content/uploads/2019/06/POLICY-B34.Revised.05-21-19.pdf>).
13. **Federal Exclusion List**- if Federally or State funded, the Bidder must go to the following website (<https://www.sam.gov/portal/public/SAM>) and submit a printout with their proposal that verifies that the contractor is not listed on the Excluded Parties Listing System (EPLS) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). If awarded a contract, awarded vendor must notify the County immediately if debarred at any time during the contract period.

1.0 DEFINITIONS

- 1.1. "Addendum" - refers to an amendment or modification to the RFP (Request for Proposals).
- 1.2. "APE" refers to Area of Potential Effects
- 1.3. "Bid" - refers to the proposal submitted by a Bidder on the Bid Form consistent with the Instructions to Bidders, to complete the Work for a specified sum of money and within a specified period.
- 1.4. "Bidder" - refers to an individual, firm, partnership or corporation that submits a qualified Bid for the Work, either directly or through a duly authorized representative.
- 1.5. "Board of Supervisors" - refers to the County of Riverside's Board of Supervisors.
- 1.6. "Contractor" - refers to any employee, agent, or representative of the contract company used in conjunction with the performance of the contract. For the purposes of this RFP, Contractor, Vendor, and Bidder are used interchangeably.
- 1.7. "County" - refers the County of Riverside and its Department of Purchasing. For purposes of this RFP, Purchasing and County are used interchangeably.
- 1.8. "District" refers to Riverside County Regional Park and Open Space District
- 1.9. "HIPAA" - refers to the Health Insurance Portability Accountability Act.
- 1.10. "NOI" refers to Notice of Intent
- 1.11. "Park" refers to Riverside County Regional Park and Open-Space District Stagecoach Stop Park
- 1.12. "Project" refers to Gilman Historic Ranch Master Plan & Stagecoach Stop Park
- 1.13. "RFP" - refers to Request for Proposal.
- 1.14. "MQs" - shall mean minimum qualifications

2.0 INTRODUCTION

The County of Riverside ("County") is seeking proposals from qualified Companies to provide the services detailed herein, and to award to one Bidder.

The County of Riverside Purchasing Division ("Purchasing") on behalf of Riverside County Regional Park and Open Space District ("District") is soliciting quotations for design and environmental consulting services for the Gilman Historic Ranch master plan and Stagecoach Stop Park ("Project") in the City of Banning in Riverside County, California, as detailed in this RFP.

2.1 Background

Riverside County is the fourth largest county in the State of California, stretching nearly 200 miles across and comprising over 7200 square miles of fertile river valleys, low desert, mountains, foothills and rolling plains. Riverside County shares borders with densely populated Los Angeles, Orange, San Diego and San Bernardino Counties. More than 2.5 million people live in the County of Riverside.

The District's Stagecoach Stop Park ("Park"), will be located on the grounds of Gilman Ranch and Museum in the City of Banning. The Gilman Ranch currently operates as a historic site and wagon museum dedicated to the preservation, celebration, and interpretation of the history of late 1800's California. The Park would make use of largely vacant previously disturbed farmland, surrounding the historic core of the site. The creation of this Park would complement the history of Gilman Ranch through carefully selected design elements and aesthetics, while providing residents of the surrounding disadvantaged community much needed, currently non-existent park amenities and socially equitable access to outdoor recreation.

The budget for this project, including design fees, construction, is \$6,400,000. This project is funded through the Proposition 68 Regional Park Program.

3.0 TIMELINE/IMPORTANT DATES

The following is a tentative schedule:

TIMELINE	DATES
RELEASE OF REQUEST FOR PROPOSAL	April 13, 2022
IN PERSON NON-MANDATORY PRE-BID MEETING Location: 1901 W Wilson St, Banning, CA 92220	April 27, 2022, 1:30 PM PT
DEADLINE FOR SUBMISSION OF QUESTIONS Bidders must submit their questions online at www.publicpurchase.com All questions submitted are located within the RFP are located on www.publicpurchase.com	May 3, 2022, 1:30 PM PT
COUNTY’S RESPONSES TO BIDDER QUESTIONS	May 9, 2022
DEADLINE FOR PROPOSALS	On or before May 13, 2022 Time: <u>1:30 pm Pacific Time</u>
TENTATIVE DATE FOR AWARDING RFP Approximately 60 to 120 days after the RFP closes. The County of Riverside expects to have a Contractor(s) in place on or before 7/1/2022.	The Bidders are responsible for checking the Purchasing website for notice of intent to award at: www.publicpurchase.com or www.Purchasing.co.riverside.ca.us

Inquiries: All inquiries must be submitted to the Procurement Contract Specialist/Buyer in writing on or before the last day for questions. Please refer to “Section 3.0 Timeline/Dates” for the particular date. Inquiries must reference the section number and title from the RFP. Bidders must submit their questions online at www.publicpurchase.com and must be in written format. All responses to Bidders questions will be posted online at www.publicpurchase.com.

4.0 PERIOD OF PERFORMANCE

The period of performance anticipated for this RFP is to be effective upon signature of an Agreement by both parties and shall not exceed 3/31/2025 with the option to renew annually for two (2) additional one (1) year increments, unless terminated earlier. This annual renewal shall be based on mutually acceptable services, cost adjustments, and County requirements and there is no obligation by the District to purchase any specified amount of goods or services.

5.0 EVALUATION PROCESS

- 5.1. Bidder's Proposal shall include, at minimum, the following forms completed and uploaded along with any supporting documentation:
 - 5.1.1. Exhibit A – Proposal Cover Page
 - 5.1.2. Exhibit B – Proposal Checklist
 - 5.1.3. Exhibit C – Scope of Work
 - 5.1.4. Exhibit D – Company Experience
 - 5.1.5. Exhibit E – Staffing Plan
 - 5.1.6. Exhibit F – Gantt Chart
 - 5.1.7. Exhibit G – Acknowledgements
 - 5.1.8. (if applicable) Exhibit H – Veteran, Active Duty and/or National Guard Business Affidavit
 - 5.1.9. (if applicable) Exhibit I – Small Business Affidavit
 - 5.1.10. (if applicable) Exhibit J – Local Business Affidavit
 - 5.1.11. Exhibit K – Financial Statements
 - 5.1.12. Exhibit L – IRAN Contracting Affidavit
 - 5.1.13. Exhibit M – Cost Summary
- 5.2. Proposals will be evaluated based on criteria determined to be appropriate by the County, which may include, but not necessarily limited to the following:
 - 5.2.1. Demonstrated experience and expertise on similar projects or are the projects presented and the experience of the team relevant to this project (35 pts)
 - 5.2.2. Professional Qualifications: Do the members of the team have appropriate or good qualifications to meet the services designated herein (30 pts)
 - 5.2.3. Bidder's ability to meet the District schedule (25 pts)
 - 5.2.4. Overall Cost to the District (10 pts)
 - 5.2.5. References with demonstrated success with similar work to the Scope of Service. (Pass/Fail)
 - 5.2.6. Financial status. (Pass/Fail)
 - 5.2.7. Clarification, Exceptions or Deviations. (Pass/Fail)
 - 5.2.8. Any other factors the County determines to be appropriate.
- 5.3. All proposals will be given thorough review. All contacts during the bidding process and review selection phase must contact the Riverside County Purchasing Department Procurement Contract Specialist/Buyer. Attempts by the Contractor to contact any other County representative may result in disqualification of the Contractor.
- 5.4. All evaluation material will be considered confidential and not released by the County. The County reserves the right to split or make the award that is most advantageous to the County.

6.0 GENERAL PROPOSAL SUBMITTAL

- 6.1. All proposals shall be submitted in accordance with the standards and specifications contained within this RFP.
- 6.2. The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of the proposal.

- 6.3. The County shall not pay any costs incurred or associated in the preparation of this or any proposal or for participation in the procurement process.
- 6.4. Modification of Proposals, any bidder who wishes to make modifications to a proposal already received by the County must withdraw his/her proposal in order to make the modifications. All modifications must be made in ink, properly initialed by bidder's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the bidder to ensure that modified proposals are resubmitted before the RFP submittal deadline.
- 6.5. Bidders may withdraw their proposals at any time prior to the due date and time by submitting notification of withdrawal signed by the bidder's authorized agent. Proposals cannot be changed or modified after the date and time designated for receipt.
- 6.6. Late proposals will not be accepted. Postmarks will not be accepted in lieu of this requirement. Proposals submitted to any other County office will be rejected.
- 6.7. Faxed or emailed proposals will not be accepted.
- 6.8. Bidder's Proposals shall be signed by an authorized agent and uploaded in accordance with the RFP requirements.
- 6.9. Bidder's Proposal must be clean and suitable for copying. Proposals must be specific unto themselves. For example, "See Enclosed Manual" will not be considered an acceptable proposal. Receipt of all addenda, if any, must be signed and included in the proposal.
- 6.10. Bidder's Proposal shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc. are neither necessary nor recommended. A letter format in sufficient detail to allow thorough evaluation and analysis is required.
- 6.11. All work papers prepared in connection with the contractual services will remain the property of the successful bidder; however, all reports rendered to the County are the exclusive property of the County and subject to its use and control.

7.0 CONFIDENTIALITY AND PROPRIETARY DATA

Subsequent to the County's evaluation and proposals, which requires bid submission in response to the solicitation process, become the exclusive property of the County. Upon submission of a bidder's proposal, the submission and any pertaining documents is subject to the State of California Public Records Act. Exceptions will be those elements in the California Government Code section 6250 et. seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a Qualification marked "trade secret", "confidential", or "proprietary" the Vendor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act. Where applicable, Federal regulations may take precedence over this language. If a Contractor's proposal is accepted and an agreement is made with the County, then the Contractor will be required

to sign the most current HIPAA Business Associate Addendum (If applicable). If the County revises the HIPAA Associate Addendum, the Contractor shall sign a new agreement as it becomes available and adhere to the new requirements.

8.0 INTERPRETATION OF RFP

The Contractor must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFP. If any Contractor planning to submit a proposal finds discrepancies in or omissions from the RFP, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the County. Any changes to the RFP will be made only by written addendum and may be posted on the Purchasing website at www.purchasing.co.riverside.ca.us and www.publicpurchase.com. The County is not responsible for any other explanations or interpretations. 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. All notices regarding this procurement may be posted on the County's purchasing website at www.purchasing.co.riverside.ca.us and www.publicpurchase.com.

9.0 CONTRACTUAL DEVELOPMENT

If a proposal is accepted, the County will enter into a contractual agreement with the selected Contractor. A sample of the standard County contract to be used for this project is attached as Exhibit A. If an agreement cannot be reached, negotiations with the second ranking Contractor shall commence.

10.0 CANCELLATION OR MODIFICATION OF PROCUREMENT PROCESS

County may cancel the procurement process at any time. All proposals become the property of the County. All information submitted in the proposal becomes "public record" as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the proposal, it must be clearly identified by the Contractor; otherwise, the Contractor agrees that all documents provided may be released to the public after contract award.

The procurement process may be canceled after opening, but prior to award if the County determines that cancellation is in the best interest of the County for reasons (but not limited to) such as:

- ✓ Inadequate, ambiguous, or otherwise deficient specifications.
- ✓ The services are no longer required.
- ✓ Proposals received are at an unreasonable cost.
- ✓ Proposal did not arrive in open competition, were collusive, or not submitted in good faith.
- ✓ The County determines, after analysis of the proposals that its needs can be satisfied through a less expensive method.

The County reserves the right to amend or modify the project Scope of Services prior to the award of contract, as necessity may dictate, and to reject any proposals hereunder. This Request for Proposal does not commit the County to award a contract or to pay any costs incurred in the preparation of a proposal in response to this request. The County reserves the right to accept or reject any or all proposals received because of this request, to negotiate with any qualified source or to cancel in part or in its entirety this Request of Proposal if it is in the best interest of the County.

11.0 COUNTY OBSERVED HOLIDAYS

HOLIDAY	DAY OBSERVED
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* New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	Second Tuesday in February
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 12
*Thanksgiving Day	Fourth Thursday in November
* Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

*** Note:**

- Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
- Friday following Thanksgiving Day.
- December 24 and 31 when they fall on Monday.
- December 26 and January 2, when they fall on Friday.
- Friday proceeding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday, the Monday following such date when such date falls on a Sunday.

12.0 INSPECTION OF SITE

All Bidder's and Sub-Consultants are encouraged to visit and examine the project area. Hours of operation can be found by visiting the District's website. A link to the District's website is provided below:

<https://www.rivcoparks.org/gilman-ranch-wagon>

EXHIBIT A – PROPOSAL COVER PAGE

This Proposal Cover Page must be signed by an authorized representative. Signature by an authorized representative of the company on the proposal cover page shall constitute a warranty, the falsity of which shall entitle the County of Riverside to pursue any remedy authorized by law, which shall include the right, at the option of the County of Riverside, of declaring any contract made as a result thereof, to be void.

BIDDER TO COMPLETE ALL APPLICABLE AREAS

Bidders are required to register (If not already registered) on the County of Riverside Purchasing website:
WWW.PURCHASING.CO.RIVERSIDE.CA.US

The County of Riverside Purchasing Department on behalf of
Riverside County Regional Park and Open Space District is soliciting proposals
from qualified firms to provide:

**Gilman Historic Ranch Master Plan and Stagecoach Stop Park
Design and Environmental Consulting Services**

NO FAXED OR EMAILED PROPOSALS WILL BE ACCEPTED

PROPOSALS MUST UPLOADED TO PUBLIC PURCHASE AS SPECIFIED HEREIN

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

Bidder's Company Name:

Bidder's Company Mailing Address:

City: State: Zip:

Remit to Address:

City: State: Zip:

Phone # () FAX # ()

Contractor Website:

Name: Title:

Signature: Date:

Email:

Please Check Veteran Small Business Local Business

IF CHECKED, THE FOLLOWING DOCUMENTS HEREBY MADE PART OF THIS RFP AND ARE INCLUDED WITH FULL FORCE AND LIKE EFFECT AS IF SET FORTH HEREIN

√ APPENDIX "A"	√ EXHIBIT(S)	PLANS/DRAWINGS
	√#116-260 Local Business Affidavit	
	√#116-261 Veteran, National Guard, and/or Active Duty Business Affidavit	
	√#116-262 Small Business Affidavit	
√ #116-200	General Conditions Product/Personal/Professional Services	√ #116-210 General Conditions Materials and/or Services
√ #116-230	General Conditions – Equipment	√ #116-310 Boilerplate Contract
To access any of these General Conditions go to www.purchasing.co.riverside.ca.us , located in Vendor link. If an addendum is issued for this procurement, it will be the vendor's responsibility to retrieve all applicable addendum(s) from the Public Purchase website.		

EXHIBIT B – PROPOSAL CHECKLIST

Instructions:

- This section must be filled in and each item checked off to ensure all items requested by the County in this RFP have been submitted.
- Follow the instructions in each section of this RFP.
- Present all requested items in the index tabs ordered as shown
- Label each item presented and, if applicable, include additional items on your Table of Contents
- Proposals shall include a detailed description of each proposed service to be provided
- Bidders that do not follow the requirements, instructions, and guidelines within this RFP may be found to be “non-responsive” and disqualified from the bid process

Name of Company: _____

Service to provide: Gilman Historic Ranch Master Plan and Stagecoach Stop Park Design and Environmental Consulting Services

Proposal Submission Checklist

General Bidder Information

Please provide one copy of the following items in your proposal. Indicate the page number where the item is located.

Page Number

- Exhibit A – Proposal Cover Page _____
- Exhibit B – Proposal Checklist..... _____
- Exhibit C – Scope of Work..... _____
- Exhibit D – Company Experience _____
- Exhibit E – Staffing Plan _____
- Exhibit F – Gantt Chart..... _____
- Exhibit G – Acknowledgements _____
- (if applicable) Exhibit H – Veteran, Active Duty and/or National Guard Business Affidavit _____
- (if applicable) Exhibit I – Small Business Affidavit..... _____
- (if applicable) Exhibit J – Local Business Affidavit..... _____
- Exhibit K – Financial Statements..... _____
- Exhibit L - IRAN Contracting Affidavit..... _____
- Exhibit M – Cost Summary _____
- Exhibit N – Sample Agreement _____
- Exhibit O – Bidder Attachment _____

Any response that Bidders are finding difficulty pasting into the “Bidders Response” boxes in any section of the RFP, bidders shall paste in Exhibit O. When pasting attachments to Exhibit O, label the attachments “Attachment 1”, Attachment 2” and so forth. Enter the corresponding Attachment Number into the Bidder’s Response box with the words “See Exhibit O” List all attachments with an index tab.

List all attachments included in this Section. Please use additional pages to list attachments if necessary.

Attachment Number	Document Title	Page Number
Attachment 1	_____	_____
Attachment 2	_____	_____
Attachment 3	_____	_____
Attachment 4	_____	_____
Attachment 5	_____	_____
Attachment 6	_____	_____
Attachment 7	_____	_____
Attachment 8	_____	_____
Attachment 9	_____	_____
Attachment 10	_____	_____
Attachment 11	_____	_____
Attachment 12	_____	_____
Attachment 13	_____	_____
Attachment 14	_____	_____
Attachment 15	_____	_____
Attachment 16	_____	_____
Attachment 17	_____	_____
Attachment 18	_____	_____
Attachment 19	_____	_____
Attachment 20	_____	_____

EXHIBIT C – SCOPE OF WORK

The District has been awarded a Proposition 68 Regional Park Program grant to build a new park at the Gilman Historic Ranch and Wagon Museum in Banning, CA. As part of the development of the new Stagecoach Stop Park, the District is seeking master planning services for the site, environmental services for the Stagecoach Stop Park and construction design services for the Phase 1 Site Buildout: Stagecoach Stop Park which includes an up to 2,500 sf. Prefabricated community center building as well as parking lot, playground, horseshoe pits, disc golf course, native botanical gardens and trail and staging area improvements.

PURPOSE: The District seeks to hire a landscape architectural environmental design firm to develop a Phased Master site plan as well as Phase 1 buildout construction documents for the new Stagecoach Stop Park development and expansion plan for the Gilman Historic Ranch and Wagon Museum facilities located in Banning, CA. The purpose of the project is to analyze the site thoroughly, including environmental initial study and cultural considerations to best situate the amenities and improvements into a phased master plan, which will include the development of construction documents for the Phase 1 Buildout of the Stagecoach Stop Park,

The project will include siting and design for a new pre-fabricated community center building to be located on the Gilman grounds. This building will include, but may not be limited to, up to 2,500 sf. in size, restrooms/shower facilities; a commercial kitchen; storage facilities to accommodate event furnishings; and any other recommended amenities that help meet the needs of Districts customers. The architecture for all new structures should adhere to the historic characteristics and echo the design elements of existing buildings and be located so as to contribute to the function of the overall site plan and design while minimizing environmental impacts and utility line costs. Site work will also be a design element for the long-term phased Master Planning and development of construction documents for the Stagecoach Stop Park amenities.

1. The Awarded Bidder shall be responsible for, at minimum:

- 1.1. Developing a Phased Master Site Plan;
- 1.2. Initial Study and anticipated Mitigated Negative Declaration including AB-52 Consultations
 - 1.2.1. Cultural Resources Report
- 1.3. Siting and designing an up to 2,500 sf prefabricated community center
- 1.4. Construction plans for the development of a disc golf course, playground area, trail enhancements, including interpretive areas, parking area, horseshoe pits,
- 1.5. Redesign of garden space around historic corridor for new botanical native garden space
- 1.6. Site planning to assess parking needs and requirements for new amenities and accessible path of travel for ADA compliance.
- 1.7. Consideration of historic site characteristics in all design elements.
- 1.8. Water Quality Management Plans
- 1.9. Erosion Control

1.10. Coordination with all governing agencies

1.11. The Project Scope requested in the RFP includes, but is not limited to, the preparation of construction documents, plans, specifications, engineer's cost estimate and environmental compliance for the Stagecoach Stop Park areas identified herein.

1.12. The Bidder shall assign a project manager to the project. The same project manager shall manage the project from inception to completion. The District anticipates the work to proceed in the following order:

2. Stage 1: Survey Work and Preliminary Site Master Planning

2.1. Design development will require the Bidder to conduct a site survey for location and utility considerations. Design options will be developed to schematic level and include a construction phasing plan and cost estimates. Design parameters must include vehicular access, parking, and ADA compliance. Utilities, water, sewer, and electrical are available within the Gilman Ranch Site. The District recommends the Bidder to inspect the site and the surrounding area.

2.2. For this stage, the District anticipates the work will proceed in the following order:

2.2.1. Survey Work and Program Assessment

2.2.1.1. The District will provide the Bidder with the most current site plans and topographic surveys available through county agencies. The Bidder will review this information, include a utilities analysis, and complete additional survey work as necessary.

2.2.1.2. Bidder shall meet with District staff to ascertain the District's program needs per functional units. Based on these meetings, the Bidder shall perform a space needs assessment and develop concept sketches that reflect program needs and space requirements. Staff will approve/and or ask for one set of revisions to the initial space needs assessment.

2.2.1.3. Bidder shall plan to visit Gilman Ranch to do necessary research and conduct meetings with District staff. Bidder shall plan at least three (3) meetings with District staff during this phase to learn about the constraints of the property, tribal consultations and cultural resources, historic significance and community stakeholders.

2.2.1.4. Bidder shall anticipate visiting the project site and the surrounding area as required to do any research.

2.3. Bidder's proposal shall include the following for this stage:

2.3.1. No more than two (2), 8-1/2 x 11 pages that contain the Bidders anticipated work plan on how the contents of this stage will meet the Districts minimum requirements

2.3.2. No more than one (1), 8-1/2 x 11 page that contains a rough draft space needs assessment concept sketch that reflects the program needs and space requirements.

3. Stage 2: Environmental Services:

3.1. For this stage, the District anticipates the work will proceed in the following order:

3.1.1. Bidder shall complete an Initial study using the District approved Template for the Area of Potential Effects ("APE") as defined in the Site Master Planning and conduct the following:

- 3.1.1.1. Cultural resources survey with Tribal Monitoring
- 3.1.1.2. Narrow Endemic Plant Survey For the following species:
 - 3.1.1.2.1. Marvin's onion
 - 3.1.1.2.2. Many-stemmed dudleya

3.1.2. AB-52 Notifications to tribes and conduction of consultations with requesting tribes.

3.1.3. The Bidder shall prepare a Notice of Intent (NOI) to Adopt the Initial Study for Public Hearing. The Consultant shall incorporate any Public Comments received during 30-day comment period into the Initial Study prior to formal adoption.

Bidder's proposal shall include the following for this stage:

3.1.4. No more than two (2), 8-1/2 x 11 pages that contain the Bidders anticipated work plan on how the contents of this stage will meet the District's minimum requirements

4. Stage 3: Design

4.1. Program Refinement/Preliminary Site Plan Design:

- 4.1.1. Bidder shall create two (2) preliminary site plans for District review showing the layout of the proposed Stagecoach Stop Park elements listed above within the site Master Plan,
- 4.1.2. The District may approve the first draft or ask for revisions to the site plans. The site plan will be revised, as necessary, by the Bidder. The Bidder will present the revised site plan to the District a second time for final approval. District shall provide written Final approval and comments to the Bidder
- 4.1.3. The Bidder shall have a professional cost estimator prepare a detailed cost estimate for all categories of work. In addition, the Bidder will price out all of the categories of cost that a cost estimation typically does not include such as permitting fees, utility connection fees, and any and all other costs so that the District receives a complete cost estimate.
- 4.1.4. The Bidder should anticipate five (5) meetings for this portion of the project. Minimum of three (3) stakeholder meetings, including a final presentation to Ranch Hands/Staff.

4.2. Final Site Plan Design and Building Costs:

- 4.2.1. Upon District's approval of the preliminary site plan, the Bidder shall develop a final site plan showing the entire area where improvements will be made.
- 4.2.2. The Bidder shall address requirements of all agencies with jurisdiction over the project. Bidder shall describe, in writing, what steps are involved in getting project approved for construction; including the submittal of project through the various agencies of relevance.
- 4.2.3. The Bidder shall also prepare an estimated time schedule for the design and construction phases of the project.
- 4.2.4. The Bidder will present the final site plan, feature plans, outline specifications, cost estimate, and schedule to the District. Bidder should expect some revisions and to resubmit the documents once. District will provide final approval to the Bidder in writing.

4.2.5. The Bidder should anticipate two (2) meetings for this portion of the project.

4.3. Bidder's proposal shall include the following for this stage:

4.3.1. No more than two (2), 8-1/2 x 11 pages that contain the Bidders anticipated work plan on how the contents of this stage will meet the District's minimum requirements

5. Stage 4: Construction Documents

5.1. The construction documents shall be prepared to industry standards and State and local codes, and shall include drawings and specifications. They shall contain all required site plans, utility site plans, plans, profiles, sections and details to describe the work clearly and completely and reference the work to applicable standards and codes.

5.2. The contents of the construction documents are to be satisfactory to all governing agencies from who approvals are needed. **Submitting drawings and securing approvals from all governing agencies will be the responsibility of the Consultant.**

5.3. Identification of all governing agencies having jurisdiction over the project, and applying to them for permits, will be the responsibility of the Bidder. The Bidder shall communicate with all governing agencies in the early stages of the project so the Bidder can determine all requirements relating to the project. The Bidder shall alert the District of the requirement for any lengthy and/or expensive reports and studies, well in advance of the need for their completion, so that the schedule and funding impact may be understood, clearly, by the District early in the project.

5.4. Complete construction documents shall have all necessary government agency approvals and will be ready to bid.

5.5. Once the construction documents are complete, they shall be delivered to the District per "Miscellaneous Provisions" below.

5.6. Bidder's proposal shall include the following for this stage:

5.6.1. No more than two (2), 8-1/2 x 11 pages that contain the Bidders anticipated work plan on how the contents of this stage will meet the District's minimum requirements

6. Stage 5: Miscellaneous Provisions

6.1. The Bidder shall provide four (4) full-sized sets of signed, and sealed, bond copies of the 100% complete construction drawings and one (1) electronic copy of the construction drawings on a compact disc in AutoCAD 2010 (or compatible computer-aided drafting software) and PDF Professional to the District. The Bidder shall also supply electronic files of construction drawings to the District designated reproduction company. The District will bear reproduction costs for additional sets for District use thereafter.

6.2. The District will provide the Bidder with an electronic version of its front-end bid documents and the General Conditions.

6.3. Four (4) hard copies of the technical specifications shall be submitted to the District, along with two (2) electronic copies (one each in Microsoft Word 2010 and PDF) on a compact disc. The consultant shall supply electronic files of the technical specifications to the District designated reproduction company. The District will bear reproduction costs thereafter for further copies of specifications for District use.

6.4. Bidder's proposal shall include the following for this stage:

6.4.1. No more than two (2), 8-1/2 x 11 pages that contain the Bidders anticipated work plan on how the contents of this stage will meet the District's minimum requirements

7. Bidding and Construction Administration Services:

7.1. During the bidding phase, the Bidder shall be available to furnish clarifications, details, consultation, and advice to the District to ensure proper bidding of the project. In addition, the Bidder shall attend the "Pre-Bid" conference with the District and contractors.

7.2. The Bidder shall attend the bid opening, review all bids and make a recommendation to the DISTRICT regarding the lowest responsible bidder.

7.3. During the course of construction, the Bidder shall be available to furnish plan clarifications, details, and consultation to the Bidder, and shall review and approve shop drawings/submissions. The Bidder shall provide advice to the District to ensure proper completion of all work including all anticipated RFI's and COR Reviews for price reasonableness the duration of the Construction of the project.

7.4. The Bidder shall attend all scheduled "pre-construction" conferences. The Bidder shall make inspections to the construction site no less than once a week.

7.5. Bidder shall assist the District until project the District has issued a Notice of Completion.

7.6. Bidder's proposal shall include the following for this stage:

7.6.1. No more than two (2), 8-1/2 x 11 pages that contain the Bidders anticipated work plan on how the contents of this stage will meet the District's minimum requirements

EXHIBIT D – COMPANY EXPERIENCE

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the RFP. The Company Profile should be concise and clear and include descriptive information regarding service delivery. The following information must be provided as follows:

- 1. Business name and legal business status (i.e., partnership, corporation, etc.)

BIDDER'S RESPONSE:

- 2. Screenshot of the Bidder's business name as it appears on the California Secretary of State's website

BIDDER'S RESPONSE:

- 3. Bidder's California Secretary of State's Identification #

BIDDER'S RESPONSE:

- 4. Proof of non-profit status, if applicable

BIDDER'S RESPONSE:

- 5. Company overview of services or activities performed, including:
 - a. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
 - b. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services
 - c. Company size - number of staff
 - d. Location of the office from which the work under this contract will be provided and the staff allocation at that office

BIDDER'S RESPONSE:

- a)
- b)
- c)
- d)

- 6. Bidder Credentials/Resumes/Certifications/Licenses

This section shall state all of the Bidder's responsibilities for administering or providing services. Bidder shall specifically provide the following information for the Bidder to be providing services related to this RFP:

- a. Bidder's Company Name
- b. Number of years in business
- c. Similar projects
- d. Position Titles Bidder will be providing
- e. Bidder's Qualifications/Experiences
- f. Bidder's Certifications/licenses, if applicable

g. Any other information, which will assist in evaluating qualifications.

BIDDER'S RESPONSE:

- a.
- b.
- c.
- d.
- e.
- f.
- g.

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

7. Sub-Consultant Credentials/Resumes/Certifications/Licenses

This section shall state all sub-consultants responsible for administering or providing services. Bidder shall specifically provide the following information for all sub-consultants to be providing services related to this RFP:

- a. Sub-Consultant's Company Name
- b. Number of years doing business together
- c. Projects the Bidder and Sub-consultant have performed together
- d. Position Titles Sub-Consultants will be providing
- e. Sub-Consultant Responsibilities
- f. Sub-Consultant Qualifications/Experiences
- g. Sub-Consultant Certifications/licenses, if applicable
- h. Any other information, which will assist in evaluating qualifications.

BIDDER'S RESPONSE:

- a.
- b.
- c.
- d.
- e.
- f.
- g.
- h.

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

8. Provide your company's mission statement.

BIDDER'S RESPONSE:

9. Please indicate whether the bidder holds controlling or interests in any other organization or is owned or controlled by any other person or organization, if none that must be stated. Governmental agencies are exempt from this requirement.

BIDDER'S RESPONSE:

10. Financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement.

BIDDER'S RESPONSE:

11. Names of persons with whom the Bidder has been associated in business as partners or business associates in the last five years. Governmental agencies are exempt from this requirement.

BIDDER'S RESPONSE:

12. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract.

BIDDER'S RESPONSE:

13. Include the policy and procedures for the bidder's company background checking procedures and company utilized. Bidders must conduct, at a minimum, a Department of Justice (DOJ) criminal background record check on all employees, subcontractors and volunteers.

BIDDER'S RESPONSE:

14. System for Award Management (SAM) - If this Request for Proposal is Federally or State funded, bidder's must go to the following website and submit with their proposal that the contractor is not listed on the System for Award Management (SAM) at <https://www.sam.gov> for:

- ✓ Central Contractor Registry (CCR)
- ✓ Federal Agency Registration (Fedreg)
- ✓ Online Representations and Certifications Application
- ✓ Excluded Parties List System (EPLS)

Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. If awarded a contract, awarded vendor must notify the County immediately if debarred at any time during the contract period.

OR

Bidders must not be debarred, suspended or otherwise excluded from or ineligible to participate in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension," 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17. Bidders must provide a statement in the section below that attest to and certifies that they are not debarred, suspended, or otherwise excluded from or ineligible to participate in Federal Assistance or State Programs. Vendors' eligibility will be verified by the County prior to award of

agreement. If awarded a contract, awarded vendor must notify the County immediately if debarred at any time during the contract period.

<p>BIDDER'S RESPONSE:</p> <p>a.</p>
--

15. References

Bidder shall include present and past performance information with a minimum of five (5) references of recent similar projects. References cannot include Riverside County Elected Officials, Department Directors, or Emergency Management Department staff as a reference. However, references can include other county agencies that are not partaking in this RFP. Please verify that all reference information is correct.

Reference 1	
Company name:	
Address:	
Contact person:	
Contact Email address:	
Telephone Number:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Proposed Project Cost:	
Total Cost of Change Orders	
Final Project Cost	
Proposed Project Timeline to Completion (calendar days)	
Actual Project Timeline to Completion (calendar days)	
If project is still active, give percentage of completion	
If project is still active, will the project be completed as proposed within the Proposed Project timeline	

Reference 2	
Company name:	
Address:	
Contact person:	
Contact Email address:	
Contact Telephone Number:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	
Total Cost of Change Orders	
Final Project Cost	
Proposed Project Timeline to Completion (calendar days)	
Actual Project Timeline to Completion (calendar days)	
If project is still active, give percentage of completion	
If project is still active, will the project be completed as proposed within the Proposed Project Timeline	

Reference 3	
Company name:	
Address:	
Contact person:	
Contact Email address:	
Contact Telephone Number:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Total Cost of Change Orders	
Final Project Cost	
Proposed Project Timeline to Completion (calendar days)	
Actual Project Timeline to Completion (calendar days)	
If project is still active, give percentage of completion	
If project is still active, will the project be completed as proposed within the Proposed Project Timeline	

Reference 4	
Company name:	
Address:	
Contact person:	
Contact Email address:	
Telephone Number:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Proposed Project Cost:	
Total Cost of Change Orders	
Final Project Cost	
Proposed Project Timeline to Completion (calendar days)	
Actual Project Timeline to Completion (calendar days)	
If project is still active, give percentage of completion	
If project is still active, will the project be completed as proposed within the Proposed Project timeline	

Reference 5	
Company name:	
Address:	
Contact person:	
Contact Email address:	
Telephone Number:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Proposed Project Cost:	
Total Cost of Change Orders	
Final Project Cost	
Proposed Project Timeline to Completion (calendar days)	
Actual Project Timeline to Completion (calendar days)	
If project is still active, give percentage of completion	
If project is still active, will the project be completed as proposed within the Proposed Project timeline	

16. Provide a list detailing contracts that your company has been awarded during the last five years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

BIDDER'S RESPONSE:

17. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

BIDDER'S RESPONSE:

EXHIBIT E – STAFFING PLAN

Bidder shall include a Staffing Plan that shall include, at minimum:

1. An organizational chart showing the proposed relationship between the Bidder's key personnel and staff, sub-consultants and District Staff;
2. Names and titles of all personnel and the roles assigned for the Bidder and each sub-consultant to be assigned to the project;
3. The Bidder's Project Manager and the key points of contact at each sub-consultant;
4. A narrative for the Bidder and Sub-Consultant staff person describing:
 - a. The roles and responsibilities of the key individuals to be assigned to the project;
 - b. Their primary and any, if applicable alternative location(s); and
 - c. The approximate percentage of the time that will be dedicated to the District's project.
5. Please indicate all staff that hold a current landscape architect licensing when the licensing was obtained and when the licensing will expire.
6. Please indicate additional architectural licensing staff may hold, when the licensing was obtained and when the licensing will expire.
7. The Staffing Plan shall also indicate the address and phone number of the Bidder and all Sub-Consultants, the type of organizational entity (corporation, sole proprietorship, etc.), and any supplemental information that may be pertinent to the District. The Consultant shall identify all sub-consultants to be assigned to the project, including a description of each sub-consultant, the services each sub-consultant shall provide, and a link to each sub-consultant's website and/or qualifications information.

Please do not include resumes for personnel who will have minimal involvement in the project, administrative personnel or individuals with minor or supporting roles in the project. The proposal shall include on-page resumes for the personnel.

EXHIBIT F – GANTT CHART

Bidder shall provide a Proposed Schedule in both written format and Gantt Chart format. The schedule proposal shall detail the Bidder anticipated schedule to complete all services out lined in Exhibit C – Scope of services. Please use 7/1/2022 as the anticipated start date. 7/1/2022 start date is only used as a sample date the District does not imply the project will start on or around 7/1/2022.

The written format shall include, at minimum:

1. Breakdown for the completion of, at minimum, the tasks as stated in Exhibit C Scope of services and deliverables by Bidder and Sub-Consultant.
2. Bidder and Sub-Consultant personnel names, staff positions, and breakdown of estimated personnel hours for staff assigned for each task or deliverable,
3. A brief description of how the Bidder will present their analysis, findings, and ensure the project will stay on schedule. This may be included as an appendix or supplement.
4. Format for each deliverable to be presented to the District.

The Gantt Chart format shall include, at a minimum:

1. Proposed start date, end date, and total calendar days for each draft to be submitted to the District
2. Proposed start date, end date, and total calendar days for a final deliverable to be submitted to the District
3. Key milestones throughout the course of the project.

The Bidder may present schedule proposal in an alternative format of their choosing provided that the District is able to determine and ensure all key work elements and objectives are clearly met, and an overview of the number of hours for each Bidder and Sub-Consultant per task for all deliverables.

The Bidder may propose optional or additional Tasks. The District reserves the right to accept or deny the Bidder's proposed optional and/or additional Tasks.

EXHIBIT G – ACKNOWLEDGEMENTS

1. Clarifications, Exceptions, or Deviations

All bidder(s) shall describe any exception or deviation from the requirements of the RFP. Each clarification, exceptions, or deviation must be clearly identified. If your firm has no clarification, exceptions, or deviation, a statement to that effect shall be included in this section. The sample service agreement is attached as Exhibit K – Sample Agreement and incorporated herein by this reference.

The following contractual terms are **non-negotiable**.

- Indemnification
- All insurance terms prior to the start of the agreement
- Termination
- Governing Law
- Release of Information to the Public

Do you have any other exceptions/deviations? If so, please provide an explanation:

BIDDER'S RESPONSE:

2. Evidence of Insurability/Business Licenses

All bidder(s) shall submit evidence of all required insurance. An Accord cover page will suffice and if awarded the contract the Bidder has ten (10) calendar days to produce the required insurances including a certified endorsement naming the County as additionally insured. The bidder shall certify to the possession of any and all current required licenses or certifications. Do not purchase additional insurance until this bid has been awarded. Provide a copy of current business license or other applicable licenses.

3 Transition

Upon expiration or termination of this Agreement for any reason, during the transition close-out period the Contractor agrees to:

- 1) Continue delivering services in all geographic areas currently served in Riverside County until notified otherwise; and
- 2) Assist (Department Name) in the orderly transition and transfer of all collaborations and committees to (Department Name) and the subsequent Contractor(s); and
- 3) Provide, in a timely manner, all file and information deemed necessary by (Department Name) for use in subsequent contracting activities without additional cost to (Department Name) or the new Contractor(s), upon termination or expiration of this Agreement for any reason; and
- 4) Cooperate with (Department Name) during a transition close-out period to ensure orderly and seamless delivery of services to residents of Riverside County.

CERTIFICATIONS

I, _____, a duly authorized agent of _____

_____ Printed Name of Agent/Officer _____ Name of Organization
hereby certify that _____ by submission of this proposal in response to the
Name of Organization

Professional Services RFP, agree upon contract award to carry out the requirements specified, and obligations set forth therein.

Signature _____ Date _____

Title of Agent/Officer _____

EXHIBIT H – Project Location Plan, Grant Application Cost Estimate, Conceptual Plan



**STAGECOACH STOP PARK
PROJECT LOCATION PLAN**



GRANT SCOPE/COST ESTIMATE FORM

GRANT SCOPE ITEMS ACQUISITIONS: List each parcel number, acreage, estimated date of purchase, and cost DEVELOPMENT: List each RECREATION FEATURE and MAJOR SUPPORT AMENITY	ESTIMATED COST
Construct a new community/recreation center	\$3,200,000
Construct a new parking lot	\$400,000
Construct new picnic areas	\$550,000
Construct disc golf course	\$50,000
Construct a new playground	\$800,000
Construct new botanical and restoration garden/orchard	\$350,000
Construct new landscaping and irrigation throughout site	\$300,000
Construct new lighting throughout site	\$350,000
Construct new ADA site access and pathways throughout site	\$250,000
Construct new trail enhancements	\$200,000
Total Estimated Cost for the RECREATION FEATURES and MAJOR SUPPORT AMENITIES (A)	\$5,700,000
Total Estimated PRE-CONSTRUCTION COST (B)	\$350,000
TOTAL PROJECT COST (A+B)	\$6,050,000
Requested GRANT Amount	\$6,050,000
Estimated amount of the GRANT to be charged to PRE-CONSTRUCTION COSTS (cannot exceed 25% of the GRANT)	\$350,000



EXHIBIT I – VETERAN, ACTIVE DUTY AND/OR NATIONAL GUARD BUSINESS AFFIDAVIT

The County of Riverside Veteran, National Guard, and/or Active-Duty Business Preferences may be applied to this Request for Proposal/Quotation. If you qualify for any of these preferences, please submit this form along with your response to this RFP/Q.

DEFINITIONS OF VETERAN, NATIONAL GUARD, AND/OR ACTIVE DUTY BUSINESSES

Please check the category you are applying for:

A Service-Disabled Veteran-Owned Business (SDVOB) shall mean a business concern, consultant or contractor that is at least 51 percent directly and unconditionally owned and controlled by a combination of one or more service-disabled veteran(s). A service-disabled veteran is a person who served on active duty with the Army, Air Force, Navy, Marine Corps, or Coast Guard, Federal Reservists, or National Guard and who possesses either a disability rating letter issued by VA establishing a service-connected rating between 0 and 100 percent, or a disability determination from the Department of Defense.

A Veteran-Owned Business (VOB) shall mean a business concern, consultant or contractor that is at least 51 percent directly and unconditionally owned and controlled by a combination of one or more veteran(s). A veteran is a person who served on active duty with the Army, Air Force, Navy, Marine Corps, or Coast Guard for any length of time and who was discharged or released under conditions other than dishonorable. Federal Reservists or members of the National Guard called to federal active duty, as well as Federal Reservists or National Guard members who have completed twenty (20) years of service and are eligible to receive Reserve component retirement, also qualify as veterans.

A National Guard and Federal Reserve Veteran-Owned Business shall mean a business concern, consultant or contractor is at least 51 percent directly and unconditionally owned and controlled by a combination of one or more National Guard or Federal Reservist veteran(s). Federal Reservists or National Guard veteran is a member who served honorably in the Reserves or National Guard but has no active duty time other than for training purposes only.

An Active members of the U.S. Armed Forces, National Guard or Federal Reservist-Owned Business shall mean a business concern, consultant or contractor that is at least 51 percent directly and unconditionally owned and controlled by a combination of one or more active members of the U.S. Armed Forces, National Guard or Federal Reservist(s). An active member is a person who is a current member of the U.S. Armed Forces serving on active duty or who is a current member of the National Guard or Federal Reserve forces serving on Title 10 or Title 32 active duty or current members of the National Guard and Reserve forces.

A Veteran-Qualified Business (VQB) shall mean a business concern, consultant or contractor that maintains a workforce in which no less than 10% of its total are veteran employees. A veteran is a person who served on active duty with the Army, Air Force, Navy, Marine Corps, or Coast Guard for any length of time and who was discharged or released under conditions other than dishonorable. Federal Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in the line of duty or while in training status, as well as Federal Reservists or National Guard members who have completed twenty (20) years of service and are eligible to receive Reserve component retirement, also qualify as veterans.

The supporting documentation to be provided along with this form and your response to this RFP/Q includes:

SDVOB, VOB, VQB Business

1. A valid DD Form 214 (long form) or NGB Form 22 along with a VA disability rating letter for each veteran owner(s) to establish confirmation of military service and discharge status. National Guard members and Federal Reservists with twenty (20) years or more service shall provide a copy of retirement orders or Military identification card showing retired status from the reserves

National Guard and Federal Reserve Veteran-Owned Business

1. A valid NGB Form 22 for each Nation Guard veteran owner(s) to establish confirmation of service. A valid DD Form 214 (long form) and an honorable discharge certificate for each Federal Reservist veteran owner(s) to establish confirmation of service.

Active members of the U.S. Armed Forces, National Guard or Federal Reservist-Owned Business

1. Proof of service orders or military ID card showing active Reserve, National Guard or Active Duty status in the U.S. Armed Forces.

Business Name: _____

Physical Address: _____

Phone: _____ FAX: _____ E-Mail: _____

Names of Veteran or Active Duty Owner(s) and their ownership percentage (if applicable): _____

Total Number of Company Employees (if applicable): _____ Total Number of Veteran Employees: _____

DUNS # (where applicable): _____

Hours of Operation: _____

Signature of Company Official

Date

Submittal of false data will result in disqualification of Veteran Preference and/or doing business with Riverside County. Additional information about the application of these preferences can be found in Board Policy B-34 (<https://www.rivcocob.org/wp-content/uploads/2019/06/POLICY-B34.Revised.05-21-19.pdf>).

EXHIBIT J – SMALL BUSINESS AFFIDAVIT

The County of Riverside Small Business Preference may be applied to this Request for Proposal/Quotation. If you qualify for this preference, please submit this form along with your response to this RFP/Q.

DEFINITION OF SMALL BUSINESS

A small business shall mean a business concern, consultant or contractor that meets the following requirements:

1. Be independently owned and operated.
2. Not be nationally dominant in its field of operation.
3. Operate primarily within the U.S. and make contributions to the U.S. economy through payment of applicable local, state, and federal taxes.
4. Meet size standards established by the U.S. Small Business Administration which specifies firm size by North American Industrial Classification System (NAICS) codes.

The supporting documentation to be provided along with this form and your response to this RFP/Q includes:

1. **Proof of payment of applicable local, state, and federal taxes.**
2. **A current business license** if required for the political jurisdiction the business is located.
3. **Proof of annual business revenue and number of company employees.**

Business Name: _____

Physical Address: _____

Phone: _____ FAX: _____ E-Mail: _____

Number of Company Employees: _____ Annual Revenue: _____

NAICS Code(s): _____

Business License # (where applicable): _____ Jurisdiction _____

Established Hours of Operation: _____

Signature of Company Official Date

Submittal of false data will result in disqualification of Veteran Preference and/or doing business with Riverside County. Additional information about the application of these preferences can be found in Board Policy B-34 (<https://www.rivcocob.org/wp-content/uploads/2019/06/POLICY-B34.Revised.05-21-19.pdf>).

EXHIBIT K – LOCAL BUSINESS AFFIDAVIT

The County of Riverside Local Business Preference may be applied to this Request for Proposal/Quotation. If you qualify for this preference, please submit this form along with your response to this RFP/Q.

DEFINITION OF LOCAL BUSINESS

A local business shall mean a business concern, consultant or contractor that meets the following requirements:

- 5. Have fixed offices located within the geographical boundaries of Riverside County.
- 6. Be authorized to perform business within the County, and in doing so, credit all sales tax from sales generated within Riverside County to the County.
- 7. Have at least fifty-one percent (51%) of all employees physically located in and performing business out of said local office.
- 8. Have a Riverside County business street address, which shall be open with established business hours.
- 9. Establish proof that it has been located and doing business in Riverside County for at least six (6) months preceding its certification to the County as a local business.

The supporting documentation to be provided along with this form and your response to this RFP/Q includes:

- 4. **A copy of current BOE 531-A and/or BOE 530-C form** (State, Local & District Sales and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
- 5. **A current business license** if required for the political jurisdiction the business is located.
- 6. **Proof of the current business address and 51% of employees performing business out of said office.** The local business needs to be operating from a functional office that is staffed with 51% of the company's employees, during established business hours.

Business Name: _____

Physical Address: _____

Phone: _____ FAX: _____ E-Mail: _____

Length of time at this location: _____ Number of Company Employees at this address: _____

If less than 6 months, list previous

Riverside County location: _____

Business License # (where applicable): _____ Jurisdiction _____

Established Hours of Operation: _____

Primary function of this location (i.e., sales, distribution, production, corporate, etc): _____

Signature of Company Official

Date

Submittal of false data will result in disqualification of Veteran Preference and/or doing business with Riverside County. Additional information about the application of these preferences can be found in Board Policy B-34 (<https://www.rivcocob.org/wp-content/uploads/2019/06/POLICY-B34.Revised.05-21-19.pdf>).

EXHIBIT L – FINANCIAL STATEMENTS

Please place financials in a separate envelope and mark "Financial Statement - Confidential" if Bidder's company requires this to be kept confidential. The financial documents should be in the original binder only and not in the proposal copies. The County cannot guarantee that the financials submitted will be kept confidential.

Financial statements should only be included in the binder marked "Original" (Financial statements will be removed and submitted to the Accounting Office for review, then placed in a sealed envelope and marked "Confidential.")

The bidder must submit financial statements (balance sheet and income statement) for its business that are dated no more than twelve (12) months prior to the date of the proposal submission and cover a period of at least one (1) year. These statements should clearly identify the financial status and condition of the bidder's entire business entity.

Financials should provide sufficient detail to assure the County of Riverside that bidder can support services being offered and as a Contractor the firm will not seek early payment for services delivered, expedited payments or checks delivered by any means other than regular mail through the County Auditor/Controller's Office.

EXHIBIT M – IRAN CONTRACTING AFFIDAVIT

IRAN CONTRACTING ACT
(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		<i>Date Executed</i>

EXHIBIT N – COST SUMMARY

Costs for services provided shall be all inclusive for each work component/test necessary to complete the proposed work. Costs shall be all inclusive and shall include, but not limited to, reimbursables, phone calls, reproduction beyond those identified herein, meetings beyond those listed herein (unless requested by the District), travel, mileage, lodging, materials, printing, mailing, faxing, indirect expenses, individual expenses, overhead, payroll, etc. The County will not be responsible for reimbursing Bidder for any charges not included in the Cost Summary that are incurred in securing these requirements and services. In the event the Bidder anticipates the potential need to perform services beyond those set forth herein, with additional funding needed, the Bidder shall notify the County’s Project Manager and Purchasing Division in writing allowing a minimum of two (2) weeks for the County to consider further action.

Bidder shall be paid on a monthly basis based on the percentage complete for each stage of the project and on the deliverables required at each phase

District shall approve in writing additional fees when the Bidder demonstrates that the scope of work has been increased beyond what was originally described herein.

#	Header	Description	Total Price
1	Design and Survey Services	Site Analysis	\$
2	Design and Survey Services	Site Survey for ADA Compliance	\$
3	Design and Survey Services	Master Plan Design	\$
4	Environmental Services	Initial Study with MND	\$
5	Environmental Services	AB-52 Consultations	\$
6	Environmental Services	Special Species Studies	\$
7	Construction Documents	Drawings	\$
8	Construction Documents	Technical Specifications	\$
9	Construction Documents	Cost Estimation	\$
10	Bidding & Construction Administration Services		\$
11	Additional Survey Work (if needed)		\$
12	Geotechnical Work		\$
13	Guaranteed Maximum Price		

Bidder shall include an hourly rate sheet that provides hourly rates for Bidder’s staff and Sub-Consultant Staff.

The District does not compensate its consultants for expenses referred to in the trade as “reimbursables.” The District will not compensate for the following items: long distance phone calls; travel mileage; reproduction costs beyond those identified in this document; meetings beyond those listed unless requested by the District; or, computer time to scan documents provided by the District. Each potential consultant is to be aware of this policy and propose accordingly.

The District assumes no responsibility, nor will it compensate a potential consultant for the cost incurred in the preparation of its statement of qualification/proposal.

EXHIBIT O – SAMPLE PROFESSIONAL SERVICES AGREEMENT

SAMPLE AGREEMENT FOR CONSULTING SERVICES

with the

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

The Riverside County Regional Park and Open-Space District, herein called "DISTRICT" and Consultant, herein called "CONSULTANT," mutually agree as follows:

I. DESCRIPTION

The CONSULTANT shall render services to the DISTRICT as described in this Agreement for the "project" described as follows:

Design and Environmental Services for the Gilman Historic Ranch Master Plan and Stagecoach Stop Park Project of the Riverside County Regional Park and Open-Space District, Riverside County, State of California

The following documents are incorporated into and made part of this Agreement:

Exhibit A: CONSULTANT Fees

Exhibit B: CONSULTANT Proposal

Exhibit C: DISTRICT Request for Proposals #PKARC-0228

Exhibit D: Period of Performance

In the event of a conflict between the terms of the documents made part of this Agreement, the following apply: The terms of this Agreement shall take precedence over the Exhibits. Exhibits A, C & D shall take precedence over Exhibit B.

II. CONSULTANT'S SERVICES:

The CONSULTANT shall render the following services and usual related services. Scope of services shall be agreed upon in writing prior to commencement of the project.

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

1. Survey Work and Preliminary Site Master Planning

Design development will require the consultant to conduct a site survey for location and utility considerations. Design options will be developed to schematic level and include a construction phasing plan and cost estimates. Design parameters must include vehicular access and parking and ADA

compliance. Utilities, water, sewer, and electrical are available within the Gilman Ranch Site. The Consultant shall inspect the site and the surrounding area.

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

1. Survey Work and Program Assessment

a. The District will provide the Consultant with the most current site plans and topographic surveys available through county agencies. The Consultant will review this information and complete additional survey work as necessary. Survey work will include a utilities analysis.

b. Consultant shall meet with District staff to ascertain the District program needs per functional units. Based on these meetings, the Consultant will perform a space needs assessment and develop concept sketches that reflect program needs and space requirements. Staff will approve/and or ask for one set of revisions to the initial space needs assessment.

c. Consultant shall plan to visit Gilman Ranch to do necessary research and conduct meetings with staff. Consultant shall plan at least three (3) meetings with District staff during this phase to learn about the constraints of the property, tribal consultations and cultural resources, historic significance and community stakeholders.

Consultant shall plan to visit the project site and the surrounding area as required to do any research.

2. Environmental Services:

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

1. Consultant shall complete an Initial study using the County approved Template for the Area of Potential Effects (APE) as defined in the Site Master Planning and conduct the following:

a. Cultural resources survey with Tribal Monitoring

b. Narrow Endemic Plant Survey For the following species:

i. Marvin's onion

ii. Many-stemmed dudleya

2. AB-52 Notifications to tribes and conduction of consultations with requesting tribes.

3. The consultant shall prepare a Notice of Intent (NOI) to Adopt the Initial Study for Public Hearing. The Consultant shall incorporate any Public Comments received during 30-day comment period into the Initial Study prior to formal adoption.

3. Design

a. Program Refinement/Preliminary Site Plan Design:

The Consultant shall create two (2) preliminary site plans for District review showing the layout of the proposed Stagecoach Stop Park elements listed above within the site Master Plan,

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

The Consultant shall have a professional cost estimator prepare a detailed cost estimate for all categories of work. In addition, the Consultant will price out all of the categories of cost that a cost estimation typically

does not include such as permitting fees, utility connection fees, and any and all other costs so that the District receives a complete cost estimate.

The Consultant should anticipate five (5) meetings for this portion of the project. Minimum of three stakeholder meetings, including a final presentation to Ranch Hands/Staff.

a. Final Site Plan Design and Building Costs:

Upon approval of the preliminary site plan, the Consultant shall develop a final site plan showing the entire area where improvements will be made.

The Consultant shall address requirements of all agencies with jurisdiction over the project. Consultant shall describe, in writing, what steps are involved in getting project approved for construction, including the submittal of project through the various agencies of relevance.

The Consultant shall also prepare an estimated time schedule for the design and construction phases of the project.

The Consultant will present the final site plan, feature plans, outline specifications, cost estimate, and schedule to the District. Consultant should expect some revisions and to resubmit the documents once. Final approval will be given to the Consultant by the District in writing.

The Consultant should anticipate two (2) meetings for this portion of the project.

4. Construction Documents

The construction documents shall be prepared to industry standards and State and local codes and shall include drawings and specifications. They shall contain all required site plans, utility site plans, plans, profiles, sections and details to describe the work clearly and completely and reference the work to applicable standards and codes.

The contents of the construction documents are to be satisfactory to all governing agencies from who approvals are needed. Submitting drawings and securing approvals from all governing agencies will be the responsibility of the Consultant.

Identification of all governing agencies having jurisdiction over the project, and applying to them for permits, will be the responsibility of the Consultant. The Consultant shall communicate with all governing agencies in the early stages of the project so the Consultant can determine all requirements relating to the project. The Consultant will alert the District of the requirement for any lengthy and/or expensive reports and studies, well in advance of the need for their completion, so that the schedule and funding impact may be understood, clearly, by the District early in the project.

Complete construction documents shall have all necessary government agency approvals and will be ready to bid.

Once the construction documents are complete, they shall be delivered to the District per "4". Miscellaneous Provisions" below.

5. Miscellaneous Provisions

The Consultant shall provide four (4) full-sized sets of signed, and sealed, bond copies of the 100% complete construction drawings and one (1) electronic copy of the construction drawings on a compact disc in AutoCAD 2010 (or compatible computer-aided drafting software) and PDF Professional to the District. The Consultant shall also supply electronic files of construction drawings to the District designated reproduction company. The District will bear reproduction costs for additional sets for District use thereafter.

Technical specifications shall be provided by the Consultant. A sample of District format to follows. Font style, font size and format of specifications shall conform with District sample.

The District will provide the Consultant with an electronic version of its front-end bid documents and the General Conditions.

Four (4) hard copies of the technical specifications shall be submitted to the District, along with two (2) electronic copies (one each in Microsoft Word 2010 and PDF) on a compact disc. The consultant shall supply electronic files of the technical specifications to the District designated reproduction company. The District will bear reproduction costs thereafter for further copies of specifications for District use.

6. Bidding and Construction Administration Services:

During the bidding phase, the CONSULTANT shall be available to furnish clarifications, details, consultation, and advice to the DISTRICT to ensure proper bidding of the project. In addition, the CONSULTANT shall attend the "Pre-Bid" conference with the contractors.

The CONSULTANT shall attend the bid opening, review all bids and make a recommendation to the DISTRICT regarding the lowest responsible bidder.

During the course of construction, the CONSULTANT shall be available to furnish plan clarifications, details, and consultation to the DISTRICT, and shall review and approve shop drawings/submissions. The CONSULTANT shall provide advice to the County to ensure proper completion of all work including all anticipated RFI's and COR Reviews for price reasonableness the duration of the Construction of the project.

The CONSULTANT shall attend the "pre-construction" conference. The CONSULTANT shall make inspections as requested by the DISTRICT, but no more than once per week.

3. **NOT-TO-EXCEED FEES:**

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

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

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

4. **EXTRA WORK**

Extra work shall be performed only when requested or approved by the DISTRICT in advance and in writing. The CONSULTANT will provide an estimated cost of the extra services before agreement is signed by the CONSULTANT and the DISTRICT. Extra work shall include, but not be limited to:

- A. Making special surveys and special analysis of the DISTRICT's needs to clarify requirements of the project when requested by the DISTRICT.
- B. Making measured drawings of existing construction when required for planning additional construction.
- C. Revising drawings and specifications previously approved by the Board of Directors.
- D. Consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services as may be required in connection with the replacement of such work.
- E. Arranging for the work to proceed should the CONSULTANT default due to delinquency or insolvency.
- F. Making an inspection of the project prior to expiration of the guarantee period and reporting observed discrepancies under guarantees provided by the construction contracts, if requested by the DISTRICT.
- G. Preparing plans or specifications for correction of defects of construction discovered after completion or letting contracts of supervising construction for such correction; preparing for or participating in litigation arising out of the construction contract or defects of construction, whether before or after completion; or the enforcement of guarantees or warranties, so long as this is not the responsibility of the CONSULTANT.

III. **CONSULTANT'S COMPENSATION**

A. **Determination of Amount**

- 1. For the services described above, the DISTRICT shall pay to the CONSULTANT, the fees described in Exhibit A as full payment for all services under this Agreement, including all costs or expenses incurred by the CONSULTANT.
- 2. For extra work performed by the CONSULTANT, the DISTRICT shall pay to the CONSULTANT according to the hourly rates submitted by the CONSULTANT in response to the RFP Proposal Fee Form, provided that the performance of said extra work has been requested and approved by the DISTRICT in writing, and after receipt of a written estimate from the CONSULTANT.
- 3. The CONSULTANT shall be responsible for all its costs and expenses related to the performance of its service under this Agreement.

B. **Payment**

- 1. Not-To-Exceed Fees:

The DISTRICT shall pay the CONSULTANT, upon submission of an invoice, monthly, and per the negotiated fee after the performance of the work. The extent of the services completed by the CONSULTANT will be verified by the DISTRICT prior to processing any payment.

IV. DUTIES OF CONSULTANT

- A. The CONSULTANT's services shall be performed in such a manner and form that will secure approval of any local, state or federal agency having jurisdiction over the work. The CONSULTANT is responsible to procure all agency approvals. The CONSULTANT shall furnish all engineering information and data necessary to meet the requirements of such agencies and as needed by the DISTRICT to secure financing.
- B. The CONSULTANT shall employ or engage all sub-consultants or other persons necessary to enable the CONSULTANT to perform the services under this Agreement, and the CONSULTANT shall be responsible for their compensation.
- C. The CONSULTANT shall obtain and maintain during the term of performance of this Agreement such Worker's Compensation insurance as required by law.
- D. The CONSULTANT shall pay a licensed geotechnical and soils testing firm to perform all necessary soils testing and furnish the DISTRICT with a copy of the soils testing results.
- E. The CONSULTANT shall obtain and maintain insurance as follows:

Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement.

- 1. Workers' Compensation:
If the CONSULTANT has employees as defined by the State of California, the CONSULTANT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the DISTRICT, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.
- 2. Commercial General Liability:
Commercial General Liability insurance coverage including, but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT's performance of its obligations hereunder. Policy shall name the DISTRICT and the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, Board of Directors, employees, elected or appointed officials, agents or representatives as Additional Insureds. 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.
- 3. 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 DISTRICT and the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, Board of Directors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

4. Professional Liability Insurance:

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

F. 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's 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 (1) policy term.
2. The CONSULTANT's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County's Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the DISTRICT, and at the election of the County's Risk Manager, CONSULTANT's carriers shall either: 1) reduce or eliminate such self-insured retention as respects this Agreement with the DISTRICT; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3. CONSULTANT shall cause CONSULTANT's insurance carrier(s) to furnish the DISTRICT with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County's Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect.

Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the DISTRICT receives, prior

to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. *CONSULTANT shall not commence operations until the DISTRICT has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4. It is understood and agreed to by the parties hereto that the CONSULTANT's insurance shall be construed as primary insurance, and the DISTRICT or the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
5. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein; if, in the County's 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 subconsultants working under this Agreement.
7. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the DISTRICT.
8. CONSULTANT agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

V. DUTIES OF THE DISTRICT

- A. The DISTRICT shall make available to the CONSULTANT all pertinent information which it has relating to the purpose and use of the project.
- B. The DISTRICT shall furnish the CONSULTANT with the most recent topographic survey of the property. The CONSULTANT will complete additional survey work as necessary.
- C. The DISTRICT shall pay a licensed testing and abatement contractor to test for hazardous materials and abate them as necessary upon request of CONSULTANT.
- D. The DISTRICT shall pay all plan check fees required by any local, state or federal agency. The DISTRICT shall also pay all required permitting fees for any local, state or federal agency.
- E. The DISTRICT shall promptly consider and act upon written requests or recommendations of the CONSULTANT including requests for information or services needed by the CONSULTANT to proceed with the Work.

VI. DOCUMENTS

All completed documents, including but not limited to plans and specifications, prepared by the CONSULTANT shall be the property of the DISTRICT.

The CONSULTANT shall provide four (4) full-sized sets of signed, and sealed, bond copies of the 100% complete construction drawings and one (1) electronic copy of the construction drawings on a compact disc in AutoCAD 2010, or compatible computer-aided drafting software, to the DISTRICT. The CONSULTANT shall also supply electronic files of the construction drawings to the DISTRICT designated reproduction company. The DISTRICT will bear reproduction costs for additional sets for DISTRICT use thereafter.

Technical specifications shall be provided by the CONSULTANT in Microsoft Word in the format determined by the DISTRICT in the RFP.

The DISTRICT will provide electronic copies of its front-end bid documents and the General Conditions.

Four (4) hard copies of the technical specifications shall be submitted to the DISTRICT and one (1) electronic copy on a compact disc. The CONSULTANT shall supply electronic files of the technical specifications to the DISTRICT designated reproduction company. The DISTRICT will bear reproduction costs thereafter for further copies of specifications for DISTRICT use.

VIII. LIABILITY AND INDEMNIFICATION

The CONSULTANT agrees to and shall indemnify and hold harmless the DISTRICT, County of Riverside, its Agencies, Departments, Districts and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter individually and collectively referred to as "Indemnitees") from:

- A. All liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings to the extent caused by any alleged or actual negligence, recklessness, willful misconduct, error or omission of CONSULTANT, its directors, officers, partners, employees, agents or representatives or any person or organization for whom CONSULTANT is responsible, arising out of or from the performance of professional services under this Agreement; and
- B. All liability, including but not limited to, loss, suits, damage, claims and demands, based upon any alleged or actual act, error, omission, or occurrence of CONSULTANT, its directors, officers, partners, employees, agents or representatives or any person or organization for whom CONSULTANT is responsible, arising out of, in connection with, resulting from conditions created by CONSULTANT, or caused by the CONSULTANT's performance or failure of performance of any work or services, other than professional services covered under Section 'A' above, under this Agreement.

As respects each and every indemnification herein CONSULTANT shall defend and pay, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, and defense and settlements or awards against the Indemnitees.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however,

that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Indemnities as set forth herein.

CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to Indemnities the appropriate form of dismissal relieving Indemnities from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless Indemnities from third party claims.

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

IX. TERMINATION

Either party may terminate and cancel this Agreement for cause, after fifteen (15) days written notice to the other, for substantial breach of this Agreement or unreasonable delay in the performance of any obligation under this Agreement.

Notwithstanding the foregoing provision, the DISTRICT shall have the right upon completion of any phase of the CONSULTANT's service, or at any time if the DISTRICT decided to suspend or abandon the project, to terminate this Agreement upon written notice to that effect given to the CONSULTANT.

If the termination as herein provided is for other than default or delay of the CONSULTANT, the CONSULTANT shall be paid pursuant to this Agreement for its service on each completed section, and for any section in such proportion as the service actually performed bears to the total service which would be required for the completion of such section and no further compensation shall be paid to the CONSULTANT. If the termination is for default or delay of the CONSULTANT, it shall be paid on a similar basis less actual damages suffered by the DISTRICT as a result.

X. MISCELLANEOUS PROVISIONS

- A. Section and Sub-Section Approvals: Written approval by the DISTRICT for any phase of the CONSULTANT's services under this Agreement shall be considered as authorization to the CONSULTANT to proceed with the next successive phase, unless the DISTRICT otherwise specifies.
- B. Project Segregation: Unless otherwise required by the DISTRICT prior to the commencement of services, the drawings, specifications and other documents shall be prepared so that all of the Work on the project may be executed under a single construction contract.

If the DISTRICT and the CONSULTANT decide to phase the project or have additive or deductive alternates, reasonably segregable portions of the project will be identified as alternates or for omission from the Work. In that event the CONSULTANT shall not be entitled to any extra compensation for such service.

If the decision to phase the project or have additive or deductive alternates occurs after the commencement of services, the CONSULTANT will be entitled to extra compensation. The amount will be based on the actual amount of work completed when the decision was made and will be agreed to by both the DISTRICT and the CONSULTANT.

In the event that phasing or alternates are used and separate construction contracts will be needed or additional work on the part of the CONSULTANT is needed, the DISTRICT and the CONSULTANT shall, in writing, agree in advance of the performance of this work on the nature and extent thereof and the amount of additional compensation, if any, to be paid to the CONSULTANT.

- C. Assignment: This Agreement shall not be assignable, in full or in part, by the CONSULTANT without prior written consent of the DISTRICT.
- D. DISTRICT's Representative: The General Manager of the DISTRICT, 4600 Crestmore Road, Jurupa Valley, CA 92509, or designee, shall represent the DISTRICT in all discussions and/or conferences with the CONSULTANT and other County departments and agencies not requiring the actions of the DISTRICT's governing body. A written summary of conclusions reached at any such conference may be required of the CONSULTANT by the DISTRICT's representative.
- E. Notices: Any notice or communication under this Agreement shall be transmitted to the parties at the addresses shown under the signature lines of this Agreement.
- F. Mediations: Any claim, dispute or other matter in question arising out of, or related to, this Agreement shall be subject to mediation prior to the institution of legal or equitable proceedings by either party.
- G. Release of Information to the Public: The CONSULTANT shall consider all information regarding the proposed project as confidential information. Any request for information from others shall be directed to the DISTRICT. This provision shall not apply if maintaining confidentiality would violate the law; create the risk of significant harm to the public; prevent the CONSULTANT from establishing or defending a claim.
- H. Time of Completion: The contract duration for design services will be until project completion. The CONSULTANT shall commence work within fifteen (15) calendar days after its receipt of the Notice to Proceed. The design duration includes the submission of documents to all agencies and receiving approval from these agencies. CONSULTANT must identify which agencies will be involved, what their concerns are and determine how to address these issues as expeditiously as possible.

The CONSULTANT acknowledges and accepts the DISTRICT's schedule. The CONSULTANT and the DISTRICT shall establish milestones for all portions of the work. The mutually established dates shall be firmly maintained. The CONSULTANT shall confirm and update schedules as necessary and as described in the RFP.

- I. Governing Law: This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court for the State of California located in Riverside, California. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.
- J. Independent Consultant: The CONSULTANT is, for purposes arising out of this contract, an independent contractor and shall not be deemed an employee of the DISTRICT. It is expressly understood and agreed that the CONSULTANT shall in no event, as a result of this contract, be entitled to any benefits to which DISTRICT employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. CONSULTANT hereby holds DISTRICT harmless from any and all claims that may be made

against DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement. It is further understood and agreed by the parties hereto that CONSULTANT in the performance of its obligation hereunder is subject to the control or direction of DISTRICT merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

- K. Compliance: The CONSULTANT warrants and certifies that, in the performance of this Agreement, it shall comply with all applicable laws, rules, regulations and orders of the United States, the State of California, and the County of Riverside, including the laws and regulations pertaining to labor, wages, hours and other conditions of employment. The CONSULTANT further warrants and certifies that it shall comply with new, amended, or revised laws, regulations and/or procedures that apply to the performance of this Agreement.

- L. 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.

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 deem to be merged herein. Any modifications to the terms of this Agreement shall be in writing and incorporated herein and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

XI. GENERAL

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

BOARD OF DIRECTORS

CONSULTANT

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

The Riverside County Regional Park and Open-Space District, herein called "DISTRICT" and _____, herein called "CONSULTANT," mutually agree as follows:

II. DESCRIPTION

The CONSULTANT shall render services to the DISTRICT as described in this Agreement for the "project" described as follows:

Design and Environmental Services for the Gilman Historic Ranch Master Plan and Stagecoach Stop Park Project of the Riverside County Regional Park and Open-Space District, Riverside County, State of California

The following documents are incorporated into and made part of this Agreement:

Exhibit A: CONSULTANT Fees

Exhibit B: CONSULTANT Proposal

Exhibit C: DISTRICT Request for Proposals – PKARC-0228

Exhibit D: Period of Performance

In the event of a conflict between the terms of the documents made part of this Agreement, the following apply: The terms of this Agreement shall take precedence over the Exhibits. Exhibits A, C & D shall take precedence over Exhibit B.

IV. CONSULTANT'S SERVICES:

The CONSULTANT shall render the following services and usual related services. Scope of services shall be agreed upon in writing prior to commencement of the project.

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

1.1.1. Survey Work and Preliminary Site Master Planning

Design development will require the consultant to conduct a site survey for location and utility considerations. Design options will be developed to schematic level and include a construction phasing plan and cost estimates. Design parameters must include vehicular access and parking and ADA compliance. Utilities, water, sewer, and electrical are available within the Gilman Ranch Site. The Consultant shall inspect the site and the surrounding area.

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

1. Survey Work and Program Assessment

a. The District will provide the Consultant with the most current site plans and topographic surveys available through county agencies. The Consultant will review this information and complete additional survey work as necessary. Survey work will include a utilities analysis.

b. Consultant shall meet with District staff to ascertain the District program needs per functional units. Based on these meetings, the Consultant will perform a space needs assessment and develop concept sketches that reflect program needs and space requirements. Staff will approve/and or ask for one set of revisions to the initial space needs assessment.

c. Consultant shall plan to visit Gilman Ranch to do necessary research and conduct meetings with staff. Consultant shall plan at least three (3) meetings with District staff during this phase to learn about the constraints of the property, tribal consultations and cultural resources, historic significance and community stakeholders.

Consultant shall plan to visit the project site and the surrounding area as required to do any research.

2. Environmental Services:

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

1. Consultant shall complete an Initial study using the County approved Template for the Area of Potential Effects (APE) as defined in the Site Master Planning and conduct the following:
 - a. Cultural resources survey with Tribal Monitoring
 - b. Narrow Endemic Plant Survey For the following species:
 - i. Marvin's onion
 - ii. Many-stemmed dudleya
2. AB-52 Notifications to tribes and conduction of consultations with requesting tribes.
3. The consultant shall prepare a Notice of Intent (NOI) to Adopt the Initial Study for Public Hearing. The Consultant shall incorporate any Public Comments received during 30-day comment period into the Initial Study prior to formal adoption.

3. Design

1.1.1.1. Program Refinement/Preliminary Site Plan Design:

The Consultant shall create two (2) preliminary site plans for District review showing the layout of the proposed Stage coach Stop Park elements listed above within the site Master Plan,

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

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

The Consultant should anticipate five (5) meetings for this portion of the project. Minimum of three stakeholder meetings, including a final presentation to Ranch Hands/Staff.

a. Final Site Plan Design and Building Costs:

Upon approval of the preliminary site plan, the Consultant shall develop a final site plan showing the entire area where improvements will be made.

The Consultant shall address requirements of all agencies with jurisdiction over the project. Consultant shall describe, in writing, what steps are involved in getting project approved for construction; including the submittal of project through the various agencies of relevance.

The Consultant shall also prepare an estimated time schedule for the design and construction phases of the project.

The Consultant will present the final site plan, feature plans, outline specifications, cost estimate, and schedule to the District. Consultant should expect some revisions and to resubmit the documents once. Final approval will be given to the Consultant by the District in writing.

The Consultant should anticipate two (2) meetings for this portion of the project.

4. Construction Documents

The construction documents shall be prepared to industry standards and State and local codes, and shall include drawings and specifications. They shall contain all required site plans, utility site plans, plans, profiles, sections and details to describe the work clearly and completely and reference the work to applicable standards and codes.

The contents of the construction documents are to be satisfactory to all governing agencies from who approvals are needed. **Submitting drawings and securing approvals from all governing agencies will be the responsibility of the Consultant.**

Identification of all governing agencies having jurisdiction over the project, and applying to them for permits, will be the responsibility of the Consultant. The Consultant shall communicate with all governing agencies in the early stages of the project so the Consultant can determine all requirements relating to the project. The Consultant will alert the District of the requirement for any lengthy and/or expensive reports and studies, well in advance of the need for their completion, so that the schedule and funding impact may be understood, clearly, by the District early in the project.

Complete construction documents shall have all necessary government agency approvals and will be ready to bid.

Once the construction documents are complete they shall be delivered to the District per "4". Miscellaneous Provisions" below.

5. Miscellaneous Provisions

The Consultant shall provide four (4) full-sized sets of signed, and sealed, bond copies of the 100% complete construction drawings and one (1) electronic copy of the construction drawings on a compact disc in AutoCAD 2010 (or compatible computer-aided drafting software) and PDF Professional to the District. The Consultant shall also supply electronic files of construction drawings to the District designated reproduction company. The District will bear reproduction costs for additional sets for District use thereafter.

Technical specifications shall be provided by the Consultant. A sample of District format to follows. Font style, font size and format of specifications shall conform with District sample.

The District will provide the Consultant with an electronic version of its front-end bid documents and the General Conditions.

Four (4) hard copies of the technical specifications shall be submitted to the District, along with two (2) electronic copies (one each in Microsoft Word 2010 and PDF) on a compact disc. The consultant shall supply electronic files of the technical specifications to the District designated reproduction company. The District will bear reproduction costs thereafter for further copies of specifications for District use.

1. **Bidding and Construction Administration Services:**

During the bidding phase, the CONSULTANT shall be available to furnish clarifications, details, consultation, and advice to the DISTRICT to ensure proper bidding of the project. In addition, the CONSULTANT shall attend the "Pre-Bid" conference with the contractors.

The CONSULTANT shall attend the bid opening, review all bids and make a recommendation to the DISTRICT regarding the lowest responsible bidder.

During the course of construction, the CONSULTANT shall be available to furnish plan clarifications, details, and consultation to the DISTRICT, and shall review and approve shop drawings/submissions. The CONSULTANT shall provide advice to the County to ensure proper completion of all work including all anticipated RFI's and COR Reviews for price reasonableness the duration of the Construction of the project.

The CONSULTANT shall attend the "pre-construction" conference. The CONSULTANT shall make inspections as requested by the DISTRICT, but no more than once per week.

5. **NOT-TO-EXCEED FEES:**

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

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

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

6. **EXTRA WORK**

Extra work shall be performed only when requested or approved by the DISTRICT in advance and in writing. The CONSULTANT will provide an estimated cost of the extra services before agreement is signed by the CONSULTANT and the DISTRICT. Extra work shall include, but not be limited to:

- A. Making special surveys and special analysis of the DISTRICT's needs to clarify requirements of the project when requested by the DISTRICT.
- B. Making measured drawings of existing construction when required for planning additional construction.

- C. Revising drawings and specifications previously approved by the Board of Directors.
- D. Consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services as may be required in connection with the replacement of such work.
- E. Arranging for the work to proceed should the CONSULTANT default due to delinquency or insolvency.
- F. Making an inspection of the project prior to expiration of the guarantee period and reporting observed discrepancies under guarantees provided by the construction contracts, if requested by the DISTRICT.
- G. Preparing plans or specifications for correction of defects of construction discovered after completion, or letting contracts of supervising construction for such correction; preparing for or participating in litigation arising out of the construction contract or defects of construction, whether before or after completion; or the enforcement of guarantees or warranties, so long as this is not the responsibility of the CONSULTANT.

VI. CONSULTANT'S COMPENSATION

A. Determination of Amount

- 1. For the services described above, the DISTRICT shall pay to the CONSULTANT, the fees described in Exhibit A as full payment for all services under this Agreement, including all costs or expenses incurred by the CONSULTANT.
- 2. For extra work performed by the CONSULTANT, the DISTRICT shall pay to the CONSULTANT according to the hourly rates submitted by the CONSULTANT in response to the RFP Proposal Fee Form, provided that the performance of said extra work has been requested and approved by the DISTRICT in writing, and after receipt of a written estimate from the CONSULTANT.
- 3. The CONSULTANT shall be responsible for all its costs and expenses related to the performance of its service under this Agreement.

B. Payment

- 1. Not-To-Exceed Fees:
The DISTRICT shall pay the CONSULTANT, upon submission of an invoice, monthly, and per the negotiated fee after the performance of the work. The extent of the services completed by the CONSULTANT will be verified by the DISTRICT prior to processing any payment.

IV. DUTIES OF CONSULTANT

- A. The CONSULTANT's services shall be performed in such a manner and form that will secure approval of any local, state or federal agency having jurisdiction over the work. The CONSULTANT is responsible to procure all agency approvals. The CONSULTANT shall furnish all engineering information and data necessary to meet the requirements of such agencies and as needed by the DISTRICT to secure financing.

- B. The CONSULTANT shall employ or engage all sub-consultants or other persons necessary to enable the CONSULTANT to perform the services under this Agreement, and the CONSULTANT shall be responsible for their compensation.
- C. The CONSULTANT shall obtain and maintain during the term of performance of this Agreement such Worker's Compensation insurance as required by law.
- D. The CONSULTANT shall pay a licensed geotechnical and soils testing firm to perform all necessary soils testing and furnish the DISTRICT with a copy of the soils testing results.
- E. The CONSULTANT shall obtain and maintain insurance as follows:

Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement.

1. Workers' Compensation:
If the CONSULTANT has employees as defined by the State of California, the CONSULTANT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the DISTRICT, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.
2. Commercial General Liability:
Commercial General Liability insurance coverage including, but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT's performance of its obligations hereunder. Policy shall name the DISTRICT and the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, Board of Directors, employees, elected or appointed officials, agents or representatives as Additional Insureds. 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.
3. 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 DISTRICT and the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, Board of Directors, employees, elected or appointed officials, agents or representatives as Additional Insureds.
4. Professional Liability Insurance:
CONSULTANT shall maintain Professional Liability Insurance providing coverage for the CONSULTANT's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate. If CONSULTANT's Professional Liability Insurance is written on a claims made basis rather

than an occurrence basis, such insurance shall continue through the term of this Agreement and CONSULTANT shall purchase at his sole expense either: 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

F. 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's 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 (1) policy term.
2. The CONSULTANT's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County's Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the DISTRICT, and at the election of the County's Risk Manager, CONSULTANT's carriers shall either: 1) reduce or eliminate such self-insured retention as respects this Agreement with the DISTRICT; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3. CONSULTANT shall cause CONSULTANT's insurance carrier(s) to furnish the DISTRICT with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County's Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect.

Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the DISTRICT receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. *CONSULTANT shall not commence operations until the DISTRICT has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

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

5. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein; if, in the County's 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 subconsultants working under this Agreement.
7. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the DISTRICT.
8. CONSULTANT agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

V. DUTIES OF THE DISTRICT

- A. The DISTRICT shall make available to the CONSULTANT all pertinent information which it has relating to the purpose and use of the project.
- B. The DISTRICT shall furnish the CONSULTANT with the most recent topographic survey of the property. The CONSULTANT will complete additional survey work as necessary.
- C. The DISTRICT shall pay a licensed testing and abatement contractor to test for hazardous materials and abate them as necessary upon request of CONSULTANT.
- D. The DISTRICT shall pay all plan check fees required by any local, state or federal agency. The DISTRICT shall also pay all required permitting fees for any local, state or federal agency.
- E. The DISTRICT shall promptly consider and act upon written requests or recommendations of the CONSULTANT including requests for information or services needed by the CONSULTANT to proceed with the Work.

VI. DOCUMENTS

All completed documents, including but not limited to plans and specifications, prepared by the CONSULTANT shall be the property of the DISTRICT.

The CONSULTANT shall provide four (4) full-sized sets of signed, and sealed, bond copies of the 100% complete construction drawings and one (1) electronic copy of the construction drawings on a compact disc in AutoCAD 2010, or compatible computer-aided drafting software, to the DISTRICT. The CONSULTANT shall also supply electronic files of the construction drawings to the DISTRICT designated reproduction company. The DISTRICT will bear reproduction costs for additional sets for DISTRICT use thereafter.

Technical specifications shall be provided by the CONSULTANT in Microsoft Word in the format determined by the DISTRICT in the RFP.

The DISTRICT will provide electronic copies of its front end bid documents and the General Conditions.

Four (4) hard copies of the technical specifications shall be submitted to the DISTRICT and one (1) electronic copy on a compact disc. The CONSULTANT shall supply electronic files of the technical specifications to the DISTRICT designated reproduction company. The DISTRICT will bear reproduction costs thereafter for further copies of specifications for DISTRICT use.

VIII. LIABILITY AND INDEMNIFICATION

The CONSULTANT agrees to and shall indemnify and hold harmless the DISTRICT, County of Riverside, its Agencies, Departments, Districts and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter individually and collectively referred to as "Indemnities") from:

- A. All liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings to the extent caused by any alleged or actual negligence, recklessness, willful misconduct, error or omission of CONSULTANT, its directors, officers, partners, employees, agents or representatives or any person or organization for whom CONSULTANT is responsible, arising out of or from the performance of professional services under this Agreement; and
- B. All liability, including but not limited to, loss, suits, damage, claims and demands, based upon any alleged or actual act, error, omission, or occurrence of CONSULTANT, its directors, officers, partners, employees, agents or representatives or any person or organization for whom CONSULTANT is responsible, arising out of, in connection with, resulting from conditions created by CONSULTANT, or caused by the CONSULTANT's performance or failure of performance of any work or services, other than professional services covered under Section 'A' above, under this Agreement.

As respects each and every indemnification herein CONSULTANT shall defend and pay, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, and defense and settlements or awards against the Indemnities.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Indemnities as set forth herein.

CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to Indemnities the appropriate form of dismissal relieving Indemnities from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless Indemnities from third party claims.

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

IX. TERMINATION

Either party may terminate and cancel this Agreement for cause, after fifteen (15) days written notice to the other, for substantial breach of this Agreement or unreasonable delay in the performance of any obligation under this Agreement.

Notwithstanding the foregoing provision, the DISTRICT shall have the right upon completion of any phase of the CONSULTANT's service, or at any time if the DISTRICT decided to suspend or abandon the project, to terminate this Agreement upon written notice to that effect given to the CONSULTANT.

If the termination as herein provided is for other than default or delay of the CONSULTANT, the CONSULTANT shall be paid pursuant to this Agreement for its service on each completed section, and for any section in such proportion as the service actually performed bears to the total service which would be required for the completion of such section and no further compensation shall be paid to the CONSULTANT. If the termination is for default or delay of the CONSULTANT, it shall be paid on a similar basis less actual damages suffered by the DISTRICT as a result.

X. MISCELLANEOUS PROVISIONS

- C. Section and Sub-Section Approvals: Written approval by the DISTRICT for any phase of the CONSULTANT's services under this Agreement shall be considered as authorization to the CONSULTANT to proceed with the next successive phase, unless the DISTRICT otherwise specifies.
- D. Project Segregation: Unless otherwise required by the DISTRICT prior to the commencement of services, the drawings, specifications and other documents shall be prepared so that all of the Work on the project may be executed under a single construction contract.

If the DISTRICT and the CONSULTANT decide to phase the project or have additive or deductive alternates, reasonably segregatable portions of the project will be identified as alternates or for omission from the Work. In that event the CONSULTANT shall not be entitled to any extra compensation for such service.

If the decision to phase the project or have additive or deductive alternates occurs after the commencement of services, the CONSULTANT will be entitled to extra compensation. The amount will be based on the actual amount of work completed when the decision was made and will be agreed to by both the DISTRICT and the CONSULTANT.

In the event that phasing or alternates are used and separate construction contracts will be needed or additional work on the part of the CONSULTANT is needed, the DISTRICT and the CONSULTANT shall, in writing, agree in advance of the performance of this work on the nature and extent thereof and the amount of additional compensation, if any, to be paid to the CONSULTANT.

- C. Assignment: This Agreement shall not be assignable, in full or in part, by the CONSULTANT without prior written consent of the DISTRICT.
- D. DISTRICT's Representative: The General Manager of the DISTRICT, 4600 Crestmore Road, Jurupa Valley, CA 92509, or designee, shall represent the DISTRICT in all discussions and/or conferences with the CONSULTANT and other County departments and agencies not requiring the actions of the DISTRICT's governing body. A written summary of conclusions reached at any such conference may be required of the CONSULTANT by the DISTRICT's representative.
- E. Notices: Any notice or communication under this Agreement shall be transmitted to the parties at the addresses shown under the signature lines of this Agreement.

- F. Mediations: Any claim, dispute or other matter in question arising out of, or related to, this Agreement shall be subject to mediation prior to the institution of legal or equitable proceedings by either party.
- G. Release of Information to the Public: The CONSULTANT shall consider all information regarding the proposed project as confidential information. Any request for information from others shall be directed to the DISTRICT. This provision shall not apply if maintaining confidentiality would violate the law; create the risk of significant harm to the public; prevent the CONSULTANT from establishing or defending a claim.
- H. Time of Completion: The contract duration for design services will be one hundred seventy (170) calendar days. The CONSULTANT shall commence work within fifteen (15) calendar days after its receipt of the Notice to Proceed. The design duration includes the submission of documents to all agencies and receiving approval from these agencies. CONSULTANT must identify which agencies will be involved, what their concerns are and determine how to address these issues as expeditiously as possible. Completion of this portion of the project is expected in December, 2013.

The CONSULTANT acknowledges and accepts the DISTRICT's schedule. The CONSULTANT and the DISTRICT shall establish milestones for all portions of the work. The mutually established dates shall be firmly maintained. The CONSULTANT shall confirm and update schedules as necessary and as described in the RFP.

- M. Governing Law: This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance of interpretation of this Agreement shall be filed only in the Superior Court for the State of California located in Riverside, California. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.
- N. Independent Consultant: The CONSULTANT is, for purposes arising out of this contract, an independent contractor and shall not be deemed an employee of the DISTRICT. It is expressly understood and agreed that the CONSULTANT shall in no event, as a result of this contract, be entitled to any benefits to which DISTRICT employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. CONSULTANT hereby holds DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement. It is further understood and agreed by the parties hereto that CONSULTANT in the performance of its obligation hereunder is subject to the control or direction of DISTRICT merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.
- O. Compliance: The CONSULTANT warrants and certifies that, in the performance of this Agreement, it shall comply with all applicable laws, rules, regulations and orders of the United States, the State of California, and the County of Riverside, including the laws and regulations pertaining to labor, wages, hours and other conditions of employment. The CONSULTANT further warrants and certifies that it shall comply with new, amended, or revised laws, regulations and/or procedures that apply to the performance of this Agreement.
- P. 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.

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 deem to be merged herein. Any modifications to the terms of this Agreement shall be in writing and incorporated herein and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

PROFESSIONAL SERVICE AGREEMENT

for

GILMAN HISTORIC RANCH MASTER PLAN AND STAGECOACH STOP PARK DESIGN AND ENVIRONMENTAL CONSULTING SERVICES

between

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

and

RHA LANDSCAPE ARCHITECTS-PLANNERS, INC.



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This Agreement, made and entered into this ____ day of _____, 2022, by and between RHA Landscape Architects-Planners, Inc., (herein referred to as "CONTRACTOR"), and the RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3, (herein referred to as "DISTRICT"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of seven (7) Pages, Exhibit B, Sub-Contractors, consisting of twenty (20) Pages, Exhibit C, Gantt Chart, consisting of four (4) Pages, at the prices stated in Exhibit D, Cost Summary, consisting of one (1) page.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the DISTRICT relies upon this representation. CONTRACTOR shall perform to the satisfaction of the DISTRICT and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

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

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through March 31, 2025 with the option to renew annually for two (2) additional one (1) year periods, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The DISTRICT shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit D, Cost Summary, Maximum payments by DISTRICT to CONTRACTOR shall not exceed five-hundred-forty-eight thousand dollars (\$548,000)

including all expenses. The DISTRICT is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit D, DISTRICT shall not be responsible for payment , of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the DISTRICT. The DISTRICT requires written proof satisfactory to DISTRICT of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by DISTRICT. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the DISTRICT and approved (if needed) for budget funding by the Board of Supervisors.

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

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

Attn: Parks Finance

4600 Crestmore Road, Jurupa Valley, CA 92509

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (PKARC-PSA-0004470); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The DISTRICT obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of DISTRICT funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not

allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the DISTRICT shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the DISTRICT Purchasing Agent and/or his designee is the only authorized DISTRICT representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the DISTRICT Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. DISTRICT may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

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

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and

- (b) Transfer to DISTRICT and deliver in the manner as directed by DISTRICT any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to DISTRICT.

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

5.5 CONTRACTOR'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 CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the DISTRICT immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

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

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

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

7. **Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in

any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the DISTRICT of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the DISTRICT's interests.

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

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

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the DISTRICT or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other DISTRICT representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the DISTRICT shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the DISTRICT. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the DISTRICT shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The DISTRICT may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the DISTRICT because of the CONTRACTOR's failure to perform.

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

9. Independent Contractor/Employment Eligibility

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

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with DISTRICT within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify DISTRICT within five (5) business days

after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with DISTRICT in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, DISTRICT business operations related to this Agreement.

9.6 CONTRACTOR shall notify DISTRICT within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

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

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the DISTRICT's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the DISTRICT's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

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

12. Licensing and Permits

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

13. Use By Other Political Entities

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

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

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

16. Confidentiality

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

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

17. Administration/Contract Liaison

The DISTRICT Purchasing Agent, or designee, shall administer this Agreement on behalf of the DISTRICT. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

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

DISTRICT

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

CONTRACTOR

RHA LANDSCAPE ARCHITECTS-
PLANNERS, INC.
6800 Indiana Avenue, Suite 245
Riverside, CA 92506

19. Force Majeure

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

20. EDD Reporting Requirements

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

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the DISTRICT harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the 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 CONTRACTOR has employees as defined by the State of California, the CONTRACTOR 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 CONTRACTOR'S performance of its obligations hereunder. Policy shall name the DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 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 is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT as Additional Insureds.

D. Professional Liability

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor'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 Contractor'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 CONTRACTOR 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 CONTRACTOR 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 DISTRICT Risk Manager. If the District's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

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

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

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

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

6) CONTRACTOR 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 DISTRICT.

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

23. General

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

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

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

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

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

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

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

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable DISTRICT policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

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

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

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

23.12 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. It shall not be necessary that any single counterpart hereof be executed by all parties hereto so long as at least one counterpart is executed by each party. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

23.13 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations,

proposals, discussions, and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

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

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

By: _____
Chuck Washington
Chair, Board of Directors

Dated: _____

**RHA LANDSCAPE ARCHITECTS-
PLANNERS, INC.**

6800 Indiana Avenue, Suite 245
Riverside, CA 92506

By: **Doug Grove,**
President

Doug Grove
President

Digitally signed by Doug Grove, President
DN: cn=Doug Grove, President, o=RHA
Landscape Architects-Planners, Inc.,
ou=President, email=doug@rhal.com,
c=US
Date: 2022.09.09 15:02:53 -0700

Dated: _____

APPROVED AS TO FORM:

County Counsel
Kristine Bell Valdez

By: _____
Supervising Deputy County Counsel

EXHIBIT A – SCOPE OF WORK

- 1) CONTRACTOR shall:
 - a) Develop a Phased Master Site Plan;
 - b) Provide an Initial Study and anticipated Mitigated Negative Declaration including AB-52 Consultations and a Cultural Resources Report
 - c) Provide siting and designing an up to 2,500 sf custom designed community center
 - d) Provide production of Construction plans for the development of a disc golf course, playground area, trail enhancements, including interpretive areas, parking area, horseshoe pits
 - e) Provide a redesign of garden space around historic corridor for new botanical native garden space
 - f) Develop Site planning to assess parking needs and requirements for new amenities and accessible path of travel for ADA compliance.
 - g) Plan Consideration of historic site characteristics in all design elements.
 - h) Provide Water Quality Management Plans
 - i) Provide Erosion Control
 - j) Provide coordination with all governing agencies
 - k) Assign a project manager to the project
 - l) Ensure assigned project manager shall manage the project from inception to completion.

CONTRACTOR's shall develop a Phased Master Site Plan for the site Buildout construction documents for the new Stagecoach Stop Park development and develop the expansion plan for the Gilman Historic Ranch and Wagon Museum facilities located in Banning, California. CONTRACTOR shall analyze the site thoroughly, including environmental initial studies, engineering studies, historical research, and cultural studies to best situate the amenities and improvements into a phased master plan.

The CONTRACTOR shall include siting and design for a new community center building that will be located the area where the previous barn burned down. The DISTRICT will notify the CONTRACTOR on the type of building desired prefabricated or custom design.

The CONTRACTOR's designed building shall include, but may not be limited to, up to 2,500 sf. in size, restrooms/shower facilities; commercial kitchen; storage facilities to accommodate event furnishings; and any other recommended amenities that help meet the needs of DISTRICT's customers. CONTRACTOR shall ensure the architecture for all new structures will adhere to the historic characteristics and echo the design elements of existing buildings and be located so as to contribute to the function of the overall site plan and design while minimizing environmental impacts and utility line costs. CONTRACTOR shall design a facility that can be used for weddings (rental income), community events, and the annual Wild West Festival and Western Art Show. CONTRACTOR shall ensure the site can also be used to display historic artifacts so that the visitors can learn more about the history of the ranch and the surrounding area.

Stage 1: Survey Work and Preliminary Site Master Planning

CONTRACTOR shall conduct a site survey for location and utility considerations. CONTRACTOR's design options shall be developed to schematic level and include a construction phasing plan and cost estimates. CONTRACTOR's design parameters shall include vehicular access, parking, and ADA

compliance. utilities, water, sewer, and electrical are available within the Gilman Ranch Site and CONTRACTOR will perform research necessary to determine their location and status.

1. Survey Work and Program Assessment

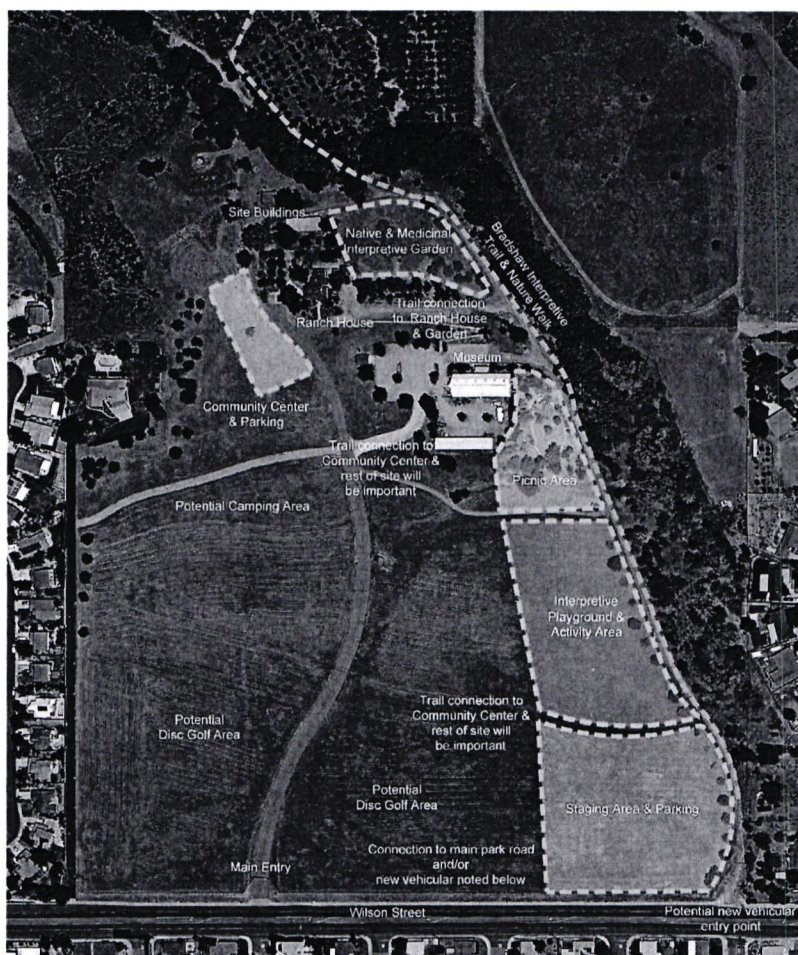
A. DISTRICT shall provide the CONTRACTOR with the most current site plans and topographic surveys available. CONTRACTOR shall review this information, include a utilities analysis, and complete additional survey work as follows:

- Establish on-site Survey control based on a basis of bearing of record.
- Establish project elevations based on locally published benchmark of record.
- Perform a Detailed Design Survey on 25-foot intervals within the areas in yellow shown on the Survey Mapping Limits exhibit below.
- Location of existing buildings, entryways, and finish floor elevations within limits of survey.
- Locate any Sewer Manholes, Storm/Area Drain grates and invert elevations within the limits of survey.
- Locate any visible above ground utilities, overhead wires, fire lines to buildings and water vaults/risers.
- Locate the existing fencing, light poles, trash enclosures, drinking fountains and fire hydrants.
- Locate any sidewalks, Handicap ramps, stairs, curb and gutter, asphalt and parking stalls.
- Locate any canopies, slopes, retaining walls, trees larger than 6" diameter

B. CONTRACTOR shall meet with District staff to ascertain the DISTRICT's program needs per functional units. CONTRACTOR shall perform a space needs assessment and develop concept sketches that reflect program needs and space requirements. DISTRICT staff shall approve/and or ask for one set of revisions to the initial space needs assessment.

C. CONTRACTOR shall visit Gilman Ranch to do necessary research and conduct meetings with District staff. CONTRACTOR shall hold at least three (3) meetings with District staff during this phase to learn about the constraints of the property, tribal consultations and cultural resources, historic significance and community stakeholders.

The space needs assessment concept plan below identifies the improvement areas proposed in the Grant application.



Stage 2: Environmental Services

CONTRACTOR's sub-contractor, UltraSystems, shall provide a well prepared Initial Study (IS) leading to a Mitigated Negative Declaration (MND) prepared in compliance with the DISTRICT approved Area of Potential Effects Template, and comprehensive Mitigation Monitoring and Reporting Program (MMRP) shall suffice as the appropriate CEQA compliance documentation for the Proposed Project.

Work Program Approach

The adequacy and defensibility of this and all CEQA compliance documents begins with the Project Description. If faithfully and thoroughly described, the Project Description will comport with the "whole of the action" provisions promulgated under CEQA, and provide a suitable homogeneous basis from which to conduct a meaningful and efficient environmental analysis.

The CONTRACTOR's tasks comprising the Work Program will occur both concurrently and consecutively depending on their substance and purpose. Everything begins with a Project Kick-off Meeting between the CONTRACTOR, CONTRACTOR's sub-contractor, UltraSystems, the DISTRICT and any other entities deemed appropriate by the DISTRICT. Subsequent to the kick-off meeting the CONTRACTOR will begin

preliminary and ultimately final design activities. As indicated above, the result of these efforts will form the basis for the Project Description to be employed as the basis for analysis in the upcoming Initial Study. Concurrently, CONTRACTOR’s baseline investigations for several environmental resource areas will also be initiated. Key among these the CONTRACTOR will be defining the existing Biological, Cultural, and Historical Resources on and adjacent to the project site.

CONTRACTOR’s preparation of the Initial Study will follow. In addition to the CONTRACTOR’s aforementioned baseline data to be collected additional baseline data will be obtained in order to establish existing conditions for all twenty (20) environmental topics. CONTRACTOR’s sub-contractor, UltraSystems shall employ the environmental checklist format to prepare the Initial Study as set forth in Appendix G of the State CEQA Guidelines. Each question under each environmental topic shall be addressed sufficiently by the CONTRACTOR to draw defensible conclusions regarding impact significance and the development of suitable mitigation measures. Due to the nature of the project the CONTRACTOR anticipates that most of the impact analyses will focus on construction related effects.

Once a preliminary Draft Initial Study (IS) has been completed by the CONTRACTOR it will be submitted to the DISTRICT for review and comment. Once the DISTRICT has reviewed the document and any subsequent revisions required have been made, CONTRACTOR’s sub-contractor, UltraSystems will prepare a draft Notice of Intent to Adopt a Negative Declaration with Mitigations (NOI/MND) and Mitigation Monitoring and Reporting Program (MMRP) for DISTRICT review and approval. Once the DISTRICT is satisfied, the NOI, IS/MND and MMRP will require circulation and posting.

CONTRACTOR’s sub-contractor, UltraSystems shall provide processing and noticing of the subject IS/MND pursuant to applicable provisions of the State CEQA Guidelines, as amended, and the County’s local CEQA implementation guidelines and procedures.

Task 2.1: Initial Study. CONTRACTOR shall prepare an Administrative Draft, Draft and Public Draft Initial Study (IS) pursuant to the requirements of CEQA § 21080, §§ 15060 through 15065 of the CEQA Guidelines, and the DISTRICT’s APE Template. Well supported responses to each of the questions listed in CEQA Appendix G, Environmental Checklist shall be provided by the CONTRACTOR. CONTRACTOR shall consider and include all environmental issues including topical areas along with the required Mandatory Finding of Significance. CONTRACTOR shall utilize the County’s General Plan and attendant codes and ordinances to the maximum feasible extent.

Topical Areas to be Discussed		
Aesthetics	Greenhouse Gas Emissions	Population/Housing
Agricultural & Forestry Resources	Hazardous Materials	Public Services
Air Quality	Hydrology and Water Quality	Recreation
Biological Resources	Land Use/Planning	Transportation/Traffic
Cultural Resources	Mineral Resources	Utilities and Service Systems
Geology & Soils	Noise	Tribal Cultural Resources
Wildfires	Mandatory Findings of Significance	Energy

CONTRACTOR shall prepare technical studies/surveys and engage in certain actions, including, but not limited to Cultural Resources Survey with Tribal Monitoring and Narrow Endemic Plant Surveys (Marvin’s

onion and Many-stemmed dudleya). CONTRACTOR's sub-contractor, UltraSystems shall support DISTRICT's efforts to undertake AB 52 consultations. CONTRACTOR's sub-contractor, UltraSystems shall also prepare and post the Notice of Intent to Adopt a Mitigated Negative Declaration. CONTRACTOR shall perform circulation of all subject notices. CONTRACTOR shall prepare Historical Resources Study. CONTRACTOR shall prepare technical reports in the areas of noise, air quality, greenhouse gas emissions.

To ensure comprehensive evaluations are conducted for Cultural and Biological Resources the following reports will also be prepared by the CONTRACTOR: Biological Assessment Survey and Report (w/MSHCP Consistency Analysis and Step I BUOW survey), Rare Plant Survey, Burrowing Owl Survey (during breeding season, no winter surveys unless requested by agency); Jurisdictional Delineation (w/Riparian Riverine analysis); Potential wildlife surveys (SKR, riparian birds, CAGN, etc.); CONTRACTOR shall be the recipient of technical reports prepared by others. For example, but not limited to, a geotechnical study, hydrology study, transportation/access study and wet/dry utility study, and the like.

Stage 3: Design

1. Program Refinement/Preliminary Site Plan Design

A. CONTRACTOR shall create two (2) preliminary site plans for DISTRICT review and approval. CONTRACTOR's site plans shall show the layout of the proposed Stagecoach Stop Park elements listed above within the site Master Plan. CONTRACTOR's site plan shall include design of the community center and photos, renderings, and images of all proposed elements. CONTRACTOR shall receive DISTRICT approval for the first draft or ask for revisions to the site plans. If necessary CONTRACTOR shall revise the site plan to the DISTRICTS request. CONTRACTOR shall present the revised site plan to the DISTRICT a second time for DISTRICT's final approval. DISTRICT will provide written Final approval and comments to CONTRACTOR.

B. CONTRACTOR shall prepare a detailed cost estimate for all categories of work. CONTRACTOR shall price out all of the categories of cost that a cost estimation typically does not include such as permitting fees, utility connection fees, and any and all other costs so that the DISTRICT receives a complete cost estimate.

C. CONTRACTOR anticipates five (5) meetings for this portion of the project which includes a minimum of three (3) stakeholder meetings, including a final presentation to Ranch Hands/Staff.

2. Final Site Plan Design and Building Costs

A. Upon DISTRICT's approval of the preliminary site plan, CONTRACTOR shall develop a final site plan showing the entire area where improvements will be made including the community center floor plan and elevations.

B. CONTRACTOR shall address requirements of all agencies with jurisdiction over the project. CONTRACTOR shall describe, in writing, what steps are involved in getting project approved for construction, including the submittal of project through the various agencies of relevance.

C. CONTRACTOR shall prepare an estimated time schedule for the design and construction phases of the project.

D. CONTRACTOR shall present the final site plan, feature plans, outline specifications, cost estimate, and schedule to the DISTRICT. CONTRACTOR shall make necessary changes and resubmit to the DISTRICT for final approval in writing.

E. CONTRACTOR shall provide at least two (2) meetings for this portion of the project.

Stage 4: Construction Documents

A. CONTRACTOR shall prepare construction documents to industry standards and State and local codes, and will include drawings and specifications. CONTRACTOR's drawings shall contain all required site plans, utility site plans, plans, profiles, sections and details to describe the work clearly and completely and reference the work to applicable standards and codes.

B. CONTRACTOR shall ensure the contents of the construction documents will be satisfactory to all governing agencies from who approvals are needed. CONTRACTOR shall be responsible for submitting drawings and securing approvals from all governing agencies.

C. CONTRACTOR shall identify all governing agencies having jurisdiction over the project and apply to them for permits. CONTRACTOR shall communicate with all governing agencies in the early stages of the project to determine all requirements relating to the project. CONTRACTOR shall alert the DISTRICT of the requirement for any lengthy and/or expensive reports and studies, well in advance of the need for their completion, so that the schedule and funding impact may be understood, clearly, by the DISTRICT early in the project.

D. CONTRACTOR shall ensure that complete construction documents shall have all necessary government agency approvals and will be ready to bid.

E. Once the construction documents are complete, CONTRACTOR shall deliver all documents to the District per Miscellaneous Provisions" below.

Stage 5: Miscellaneous Provisions

A. CONTRACTOR shall provide four (4) full-sized sets of signed, and sealed, bond copies of the 100% complete construction drawings and one (1) electronic copy of the construction drawings on a compact disc in AutoCAD 2010 (or compatible computer-aided drafting software) and PDF Professional to the DISTRICT. CONTRACTOR shall also supply electronic files of construction drawings to the DISTRICT designated reproduction company. The DISTRICT shall bear reproduction costs for additional sets for DISTRICT use thereafter.

B. DISTRICT shall provide CONTRACTOR with an electronic version of its front-end bid documents and the General Conditions.

C. Four (4) hard copies of the technical specifications shall be submitted to the DISTRICT, along with two (2) electronic copies (one each in Microsoft Word 2010 and PDF) on a compact disc. CONTRACTOR shall supply electronic files of the technical specifications to the DISTRICT designated reproduction company. The DISTRICT shall bear reproduction costs thereafter for further copies of specifications for DISTRICT use.

Stage 6: Bidding and Construction Administration Services:

A. During the bidding phase, CONTRACTOR shall be available to furnish clarifications, details, consultation, and advice to the DISTRICT to ensure proper bidding of the project. CONTRACTOR shall also attend the “Pre- Bid” conference with the DISTRICT and Bidders.

B. CONTRACTOR shall attend the bid opening, review all bids and make a recommendation to the DISTRICT regarding the lowest responsible bidder.

C. During the course of construction, CONTRACTOR shall be available to furnish plan clarifications, details, and consultation to the DISTRICT, and shall review and approve shop drawings/submissions. CONTRACTOR shall provide advice to the DISTRICT to ensure proper completion of all work including all anticipated RFI’s and COR Reviews for price reasonableness the duration of the Construction of the project.

D. CONTRACTOR shall attend all scheduled “pre-construction” conferences and make on-site reviews of the construction progress at the construction site no less than once (1) a week.

E. CONTRACTOR shall assist the District with the project until the DISTRICT has issued a Notice of Completion.

EXHIBIT B – SUB-CONTRACTORS

The following page shows a breakdown of all tasks required to perform the services and prepare the deliverables as outlined in the Scope of Services. Each task shows the hours proposed for each staff position.

Gilman Historic Ranch Master Plan & Stagecoach Stop Park Design⁴⁴
Estimated Personnel Hours

RHA Landscape Architects=Planners, Inc.

TASK	RHA Landscape Architects-Planners			Thirtieth Street Architects			IMEG										UltraSystems					Iskander	Total Hours
	Principal	Project Manager	Landscape Designer	Principal	Project Architect	Designer	Client Executive	Project Executive	Senior Engineer	Project Engineer	Project Designer	Civil Designer	Survey Tech	3-Man Crew	Chemical	Project Manager	Senior Engineer	Senior Planner	Senior Scientist	VP - Graphics	Principal		
	\$180	\$130	\$185	\$210	\$160	\$115	\$265	\$240	\$200	\$170	\$145	\$110	\$115	\$270	\$80	\$175	\$165	\$135	\$145	\$110	\$250		
Stage 1: Survey Work and Preliminary Master Planning																							
Project Management	24							4														28	
Survey Work	4								2		10		32	31								79	
Site Research	6	4	24					2	6		12				4							78	
Program Assessment	4	4			10																	28	
Space Needs Assessment & Concept Sketches	8	12	40		15	20																96	
Meetings with District Staff (3)	9				9			1	6													25	
Stage 2: Environmental Services																							
Initial Study							1	1	1	1	1	1	1	1	1	16	34	34	34	140		267	
Cultural Resources Study																			98			98	
Narrow Endemic Plant Survey																			98	115		213	
AB-32 Notifications																			60			60	
Notice of Intent (NOI)																			32		17	49	
Revise Initial Study per public comments																			20			20	
Meetings with District Staff (3)	9							6							6							21	
Stage 3: Design																							
Project Management	12						4	8														24	
Preliminary Site Plans (2)	12	40	24	10	40		2	6		12	24	20										210	
Estimate of Probable Costs	16							2			8										55	28	
Meetings with District Staff (2)	6			6				4														16	
Meetings with Stakeholders (3)	15							9														24	
Final Site Plan	6	24	24				4	10		20	36	46			12							162	
Final Site Plan Report	8	12																				20	
Project Schedule	4							8														12	
Meetings with District Staff (2)	6			8																		20	
Stage 4: Construction Documents																							
Project Management	20						12	24														56	
Demolition Plan		4	40				1	2		8	12	24										91	
Precast Grading Plan							2	4		16	40	48										110	
Utility Plan							2	4		8	16	24										54	
Utility Notification and Coordination								1		4					8							13	
Storm Drain Plan							2	4		8	16	20										50	
WQMP/LID							1	6		6	36	20										68	
SWPPP							1	6		6	36	20			2							71	
Construction Plan and Details	4	8	100				2	4		12	20	20										170	
Irrigation Plan & Details		8	40																			48	
Planting Plan & Details		8	40																			48	
Architecture				30	125	100																255	
Electrical Plans & Details							12			25	62	26			11							136	
Specifications at 60%, 90% & 100%	8	8	4				2	6		6	12				30							76	
Estimate of Probable Costs	8									2	12										65	22	
Plan Submittal & Revisions	6	24	40							6	12	24										112	
Meetings with District Staff (3)	15							10														25	
Stage 5: Miscellaneous Provisions																							
Prepare plan prints, PDF, and electronic copies to District			4																			4	
Prepare spec prints, PDF, and electronic copies to District			4																			4	
Stage 6: Bidding and Construction Administration Services																							
Bidding services	8			4	4		2	2			8		8		4							40	
Construction Site Visits (1 per week)	70	70		8	30					12	60											270	
Field Reports	25	25									30											80	
RFI Review	18	24		10	20			3		30												105	
Submittal Review		32		10	10			6		30												88	
CDR Review	6	16																				22	
Final Site Walk and Punchlist	6			4	6			6		12	18				2							56	
TOTAL HOURS	343	343	384	125	265	100	53	172	3	248	513	277	33	32	74	22	34	66	290	272	120	3,649	

KEY PERSONNEL RESUMES – Doug Grove



Doug Grove, RLA, ASLA, LEED® AP
President

Education:

BS/1985/Landscape Architecture/
Cal State Polytechnic University, Pomona

Active Registration:

1987/Landscape Architect/2799/State of California
LEED Accredited Professional – United States Green Building Council (USGBC)



Mr. Grove is President, Principal Landscape Architect, and LEED Accredited Professional with RHA Landscape Architects-Planners, Inc. He graduated from California State Polytechnic University, Pomona in 1985 and holds a Bachelor of Science degree in Landscape Architecture. A professional Landscape Architect for over 37 years, his wide range of experience in the public works sector includes in the design and project management of hundreds of park projects as well as housing development, streetscape, institutional and commercial projects.

Mr. Grove has established his ability to work efficiently and professionally throughout all aspects of project development. His extensive experience has included management and design of projects from preliminary phases to construction documents, and coordination and observation of project installation. He has been responsible for coordinating public meetings, design development, and approval on numerous public works and parks projects as well as following through with obtaining all other necessary approvals needed for final drawing and project completion.

Mr. Grove serves on the California Park and Recreation Society (CPRS) State Board of Directors as the President Elect and the CPRS District 11 Board of Directors as the Administrators Section Representative. He also serves on the Board of Directors for the California Turf and Landscape Foundation at the University of California, Riverside and the Building Industry Association (BIA) Riverside County. He is a past President of the CPRS State Development and Operations Section and a past Board Member for the United States Green Building Council – Inland Empire (USGBC-IE).

Representative projects include (partial list):

Historical Projects

- Chino Old Schoolhouse Museum, City of Chino
- Aliso Viejo Ranch, City of Aliso Viejo
- Founders Park, City of Anaheim
- San Antonio Park, City of Upland
- White Park, City of Riverside
- Reyes-Adobe, City of Agoura Hills
- Hillcrest Park Renovation, City of Fullerton
- Jensen Alvarado Ranch, County of Riverside
- California Citrus State Historic Park, State of California and City of Riverside

Trails

- San Marcos Trails Master Plan, San Marcos
- Orange Blossom Trail – Phase 2, Redlands
- Orange Blossom Trail – Phase 1, Redlands
- Arroyo Seco Pedestrian and Bicycle Trail, South Pasadena
- Yucca Valley Trails Master Plan, Yucca Valley

RHA LANDSCAPE ARCHITECTS - PLANNERS, INC.

6800 Indiana Avenue, Suite 245, Riverside, California 92506 – (951)781-1930 – (951) 686-8091 – www.rhala.com

KEY PERSONNEL RESUMES – Doug Grove

- Barton Vineyard Apartments / Zanja Trail, Redlands
- Victoria Avenue Beautification and D.G. Walking Trail, Riverside
- Presidio Hills Multi-Use Trail, Moreno Valley

Park and Recreation Needs Assessments

- Benicia Parks, Trails, and Open Space Master Plan
- Chino Parks and Facilities Master Plan
- Carlsbad Parks and Recreation Master Plan
- Pleasant Hill Recreation and Park District Parks and Recreation Master Plan
- San Clemente Parks and Recreation Master Plan
- Temple City Parks and Open Space Master Plan
- Carlsbad Needs Assessment and Comprehensive Action Plan
- Ladera Ranch Needs Assessment/Park and Recreation Master Plan, Ladera Ranch
- San Jacinto Park and Recreation Master Plan, San Jacinto

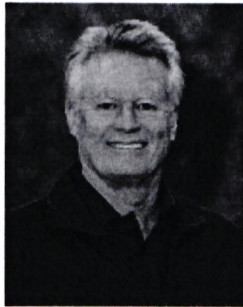
Neighborhood Parks

- Chino Rancho Park, City of Chino
- Lucinda Garcia Park, City of Monrovia
- Dolphin Park Inclusive Playground, City of Carson
- Shadow Mountain Park Inclusive Playground, City of Moreno Valley
- Moreno Valley Community Park Skatepark, City of Moreno Valley
- Jane Reynolds Skatepark, City of Lancaster
- Lee Owens Park, City of Whittier
- Acacia and Washington Parks , City of El Segundo
- Monte Vista Park, City of Chino
- Celebration Park, City of Ontario
- Rimgate and Tamarisk Park Renovations, City of Lake Forest
- Concourse and Mountain View Park Renovations, City of Lake Forest
- Norco Ridge Ranch Park, City of Norco
- Stagecoach Park, City of Corona
- Machris Park, Town of Yucca Valley
- Hi-Desert Park, Town of Yucca Valley
- San Antonio Park, City of Upland
- Jameson Park, City of Corona
- Hull Park, City of Lancaster
- Pikes Peak Park, City of Norco
- McCarthy Park, City of Upland
- Upland Parks Renovation, City of Upland
- Cresta Verde Park Renovation, City of Corona
- City Park Renovation, City of Corona
- Twila Reid & John Marshall Parks Renovation, City of Anaheim
- Judson Street Park, City of Redlands
- Montecito Ranch Park, County of Riverside
- Taft Park, City of Riverside

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6800 Indiana Avenue, Suite 245, Riverside, California 92506 – (951)781-1930 – (951) 686-8091 – www.rhala.com

KEY PERSONNEL RESUMES – Greg Meek



GREG MEEK, RLA
PRINCIPAL

EDUCATION:

BA/LANDSCAPE ARCHITECTURE/TEXAS A&M UNIVERSITY

Performance Leadership – DunkinWorks 2016

Resolve - Negotiations training – Agreement Dynamics Inc. 2017

ACTIVE REGISTRATION:

Landscape Architect/2484/State of California

Certified Playground Safety Inspector (CPSI)



Mr. Meek is a Principal Landscape Architect with RHA Landscape Architects-Planners, Inc. He graduated from Texas A&M and holds a Bachelor of Arts degree in Landscape Architecture. A professional Landscape Architect for over 36 years, his wide range of experience in the public works sector includes 3 years as the Senior Landscape Architect for the City of San Jose, the tenth largest city in the United States and 10 years of experience as a park development coordinator for various cities in California. He has been responsible for managing Park Dwelling and Park Impact fees, preparing and monitoring agency capital budgets, planning and managing agency capital improvement program, developing requests for services, agreements, and contracts, negotiating fees for services, preparing contracts, and managing staff and contractors.

Mr. Meek's experience in the private sector has included business development, client and project management, preparing budgets and cost estimates as well as the design of sports parks, neighborhood parks, schools, and streetscape projects. He has also provided consultant plan checking services for the cities of Jurupa Valley, Rialto, Diamond Bar and Palm Desert as well as in his capacity as landscape architect at the cities of Fullerton, San Jose, and San Mateo.

Representative projects include (partial list):

- *Rialto Landscape Plan Checking Services, City of Rialto, California*
- *Nicholson Park Renovation, City of San Bernardino, California*
- *Elysian Park, Solano Canyon Assessable Play Area and Splash Pad, Los Angeles, California*
- *Marine Park, City of Santa Monica, California*
- *Lucinda Garcia Park, City of Monrovia, California*
- *Jurupa Valley Planning Department Plan Checking, City of Jurupa Valley, California*
- *Lee Owens Park, City of Whittier, California*
- *Dolphin Park Inclusive Playground, City of Carson, California*
- *Acacia and Washington Park, City of El Segundo, California*
- *Hayward Square Park, City of San Mateo, California*
- *Beresford Park, City of San Mateo, California*
- *Martin Luther King Park, City of San Mateo, California*
- *Poplar Creek Golf Course club House Landscape Renovation, City of San Mateo, California*
- *Lake Cunningham Bike Park/ Extreme Sports Park, San Jose, California*
- *Grand Terrace Fitness Park, Grand Terrace, California*
- *Bagdouma Park Renovation Project, City of Coachella, California*
- *Dateland Park Renovation Project, City of Coachella, California*
- *Casmalia and Alder Street Beautification Project, Rialto, California*
- *Terra Bella Specific Plan Landscape Design Guidelines, French Valley California*
- *Stratham Homes Neighborhood Park – Jurupa, California*
- *Menifee Town Center, Menifee California*
- *Rancon Medical Office Center Wildomar, California*

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**James C. Wilson, Principal
Thirtieth Street Architects, Inc.**

- Education:**
- Bachelor of Architecture,
University of California, Berkeley, 1971
- Experience:**
- Thirtieth Street Architects, Inc., Newport Beach, CA
October 1976 - Present
 - Rolly Pulaski, AIA and Associates, Newport Beach, CA
September 1973 - October 1976
 - Christopher R. Wojciechowski, AIA, Los Angeles, CA
September 1971 - September 1973
- Licenses:**
- State of California - Registration #C8994
- Volunteer Services:**
- Design, Exploratory Learning Center, City of Santa Ana
 - Feasibility Study of Rehabilitating Victorian Residence for Civic Center Use, City of Hemet
 - Space Planning, Orange County Free Clinic, Anaheim
 - Design of Studio, Ballet Pacifica, City of Irvine.
- Appointments:**
- Discovery Museum of Orange County, Board of Directors
- Affiliations:**
- Member of OC Chapter, U.S. Green Building Council
 - Member of American Library Association
 - Member of National Trust for Historic Preservation
 - Member of the Los Angeles Conservancy
 - Member California Preservation Foundation.
 - Former Chairman of the Historic Preservation Committee for the Orange County Chapter AIA
 - Former Member of National AIA Historic Resources Committee
- Lectures:**
- "Rehabilitation of the Third Street Mall",
University of Southern California, 1985
 - "Rehabilitation of The Samuel Kraemer Building"
California Historic Preservation Conference, 1985
 - "Old Town Irvine Rehabilitation" Orange County AIA
Lecture Series, 1988
 - "Downtown Revitalization", NAHRO Conference, 1994.
 - "Historic Preservation in Orange County", 1994
 - "Design Guidelines and Facade Renovation" Chinatown
Development Committee, Fresno, 1995
 - "Vision" in Historic Preservation, Dana Point Historic Society, 2003.
 - Preservation Challenges, Anaheim Historical Society, 2005
 - Preservation & Adaptive Reuse in Orange County, CALBO
conferences (northern & southern Calif), 2015

Thirtieth Street Architects

**Chip Gulley
Principal and Director of Design
Thirtieth Street Architects, Inc.**

Education California Polytechnic University, Pomona
Department of Architecture,
School of Environmental Design, 1975-1979

**Licensed
Architect** State of California, #C019169

Experience Thirtieth Street Architects, Inc.
Newport Beach, CA.
October 1982 to present

Private Consultant, self-employed
1981-1982

Sham and Kent, Architects
Newport Beach, CA
1980-1981

Robert Bender and Associates, Architects
Newport Beach, CA
1977-1980

Design Projects

Aliso Viejo Ranch
Whittier Depot
Claremont Depot
Fullerton Depot – Spaghetti Factory
Riverside Depot – Spaghetti Factory
La Palma Community Center
Whittier Transit Offices and Community Meeting Facility
Anaheim Packinghouse
California Citrus State Historic Park
LA Cypress Park Branch Library
Laguna Niguel Library Expansion (OCPL)
Katie Wheeler Branch Library (OCPL)
Redondo Beach Main Library
Vista Library
Vista Library
Cathedral City Library
Tustin Public Library
Hemet City Hall Masterplan and Library
Ontario Library
Guasti Winery Masterplan- 4.5 million s.f. commercial plan
Heritage Park, Santa Fe Springs

Thirtieth Street Architects

**Carrie Wilde, Project Architect
Thirtieth Street Architects, Inc.**

Education California Polytechnic University, Pomona
School of Environmental Design
Bachelor of Architecture, June 1984

Licensed Architect State of California # C-24400

Experience Thirtieth Street Architects, Inc.
Newport Beach, California
August 1989 — present

Architects Orange
Orange, California
May 1985 — August 1989

Abrahamian, Pagliassotti, & Tanaka
Pasadena, California
July 1984 — May 1985

Lewis Homes & Associates
Upland, California
January — June 1984

Projects:

- Aliso Viejo Ranch, Aliso Viejo
- Hunt Library, Fullerton
- ARMO Stone House, Modjeska Canyon, Silverado
- Fallis House, Ontario
- George Key Ranch, Placentia
- Irvine Ranch Historic Park, Irvine
- Packard Building, Anaheim
- Hollywood Boys & Girls Club, Hollywood
- Laguna Presbyterian Church, Laguna Beach
- Thomas Winery, Rancho Cucamonga
- Old Town Irvine, Irvine
- California Citrus State Historic Park, Riverside
- Perris Public Library, City of Perris
- Banning Park Gift Shop, Wilmington
- Queen Anne House, Redondo Beach
- La Casa Del Camino, Laguna Beach



John Thompson, PE, QSD/P

CLIENT EXECUTIVE | CIVIL ENGINEER

John has more than 20 years of experience in civil engineering. He has extensive experience designing various types and sizes of projects including streets, water distribution, water storage, drainage and flood control, storm water storage, sanitary sewer, site development, and planning studies. John is also familiar with American Disability Act (ADA) compliance and construction management. He is active in all phases of project development from feasibility studies to final design and construction support. His experience includes education, municipal, private, public, commercial, and residential developments. He has also worked with both flood control and sanitation districts throughout Southern California.

PROJECT HIGHLIGHTS

- City of Diamond Bar, CA, Larkstone Drive, Widening and Resurfacing of Existing Street, Pavement Evaluation and Design, Geometric Analysis, Modification of Sanitary Sewer, Storm Drain, Hydraulic Analysis and Street Lights
- City of Diamond Bar, CA, Sycamore Canyon Trail System, Topographic Surveying, Site Design for Repair of Previous Slope Failures
- City of El Monte, CA, Ramona Boulevard Street Improvements. Street Improvements Including New and Overlay Pavement Sections, ADA Compliant Curb Ramps, Sidewalks and Bus Shelters, Bike Lanes, Signing and Striping, Drainage and Post-Construction BMPs *
- City of Fontana, CA, Foothill Boulevard and Oleander Avenue, Construction Survey and Staking Services Includes Traffic Signal Installation Raised Median, Sidewalk, Curb and Gutter Improvements on Foothill and Oleander to 600-ft East of Cypress Avenue.
- City of Long Beach, CA, Topographic Survey of Existing Sidewalks at Entry and Path of Travel to Existing Accessible Parking Stall
- City of Ontario, CA, Edison Bridge 72" Storm Drain Connection
- City of Ontario, CA, Roadway Widening and Improvements
- City of Rialto, CA, Miro Way Street Improvement Plans Including Storm Drain, Street, Sewer, Domestic and Reclaimed Water Systems
- County of Los Angeles, CA, Grand Avenue Parcel L Rooftop Feasibility Study
- County of Los Angeles, CA, Assessment of Steam Tunnel and Piping
- County of Los Angeles, CA, Walnut Park Pocket Stormwater Improvements, Walnut Park

Experience

20 Total, 5 with IMEG

Education

California State University Los Angeles, BS,
Civil Engineering

Registrations

Professional Engineer
Arizona (57701)
California (C82557)
Nevada (028728)

Certified Qualified SWPPP Developer and
Practitioner (QSD/P)

Affiliations

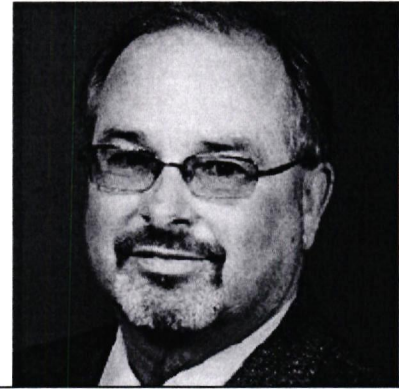
American Society of Civil Engineers

American Public Works Association

ASCE San Bernardino/Riverside Board
Member

Christopher Daniels, PLS

LAND SURVYOR



Chris has more than 41 years of experience in the surveying and mapping industry. He has worked as a Certified Survey Crew Chief on a variety of commercial, industrial, municipal and multi-family properties. Chris has extensive experience in field construction staking, ranging from small-lot residential to mass grading of hillside construction projects consisting of slope staking, buttress back-cuts, keyway staking and alluvial removal surveys. Chris also has considerable experience as a Survey Manager in ALTA/NSPS Land Title Surveys, Boundary Surveys, preparing Parcel and Tract Map, Record of Surveys and Legal Descriptions. Chris also has considerable experience in settlement/subsidence/monitoring surveys used to determine the horizontal and vertical movement of buildings, walls, dams and large land fill areas with accuracies to 0.001 of a foot.

PROJECT HIGHLIGHTS

- Caltrans, Staking Services, Orange Crush Freeway Interchange (I-5/I-22/I-57) *
- Chevron Corporation, El Segundo, CA, Chevron Refinery, Survey Support & Mapping *
- City of Chino Hills, CA, Chino Hills Mall *
- DesertXpress Ltd., Victorville, California to Las Vegas, NV, High-Speed Train Route Survey, Aerial Mapping *
- Edwards Air Force Base, Palmdale, CA, Site Survey Support & Mapping Services *
- LA County Metro, North Hollywood, CA, Red Line Underground Station & Tunnel Project, Staking Services*
- LA County Sanitation District, Puente Hills, CA, Landfill Expansions & Pipeline Survey *
- Mission Viejo Company, CA, Mission Viejo & Aliso Viejo Planned Communities, Survey & Staking Services *
- Port of Los Angeles, San Pedro, CA, APL Container Carrier Docks, Expansion Survey *
- San Francisco International Airport, San Francisco, CA, Airport Expansion, Primary Survey Control *
- USA Property Fund, Aliso Viejo, CA, Apartment Complex and Underground Parking Survey *
- USA Property Fund, Riverside, CA, Snowberry Apartments, Survey & Staking *
- USA Property Fund, San Jose, CA, Mayfair Court Apartments & Underground Garage Survey *

* Indicates project experience prior to joining IMEG

Experience

41 Total, 1 with IMEG

Registrations

Registered Land Surveyor, California (6328); Arizona (42662); Nevada (16437)

Education

Completed multiple advanced online surveying courses (various organizations)

Affiliations

California Land Surveyors Association, State Chapter

California Land Surveyors Association, Orange County Chapter



Nestor Ignacio, PE

LEAD ELECTRICAL ENGINEER

Nestor has more than 30 years of electrical engineering experience for both new and existing municipal facilities. Nestor has designed lighting, power, fire alarm, security, radio, intrusion alarm, paging, AV, communication, voice, and data distribution systems including fiber optic backbones and Category 6 copper to workstations. He has been responsible for the design of a number of projects including new police/fire stations, city hall, community centers, libraries and central plants.

PROJECT HIGHLIGHTS

- City of Carlsbad, CA, 45,501-sf New Police Station and Safety Training Center
- City of Daly City, CA, Daly City Westlake Library HVAC
- City of Fairfield, CA, 14,400-sf New Community Center and Police Athletic League Facility Including Parking Lot and Basketball Court
- City of Glendale, CA, Lower Scholl Canyon Park Restroom Plumbing and Electrical Work
- City of Glendale, CA, Nibley Park Restroom Renovation
- City of Moreno Valley, CA, 45,900-sf Public Safety Building HVAC System Replacement
- City of Newport Beach, CA, Fire Station #3 Locker Room Addition
- City of Ontario, CA, Ontario Convention Center Expansion Assessment
- City of Palm Springs, CA, Fire Station #4 1,820-sf Addition and 5,245-sf Remodel
- City of Rancho Cucamonga, CA, New Fire Station #172
- County of Riverside, CA, 55,000-sf Roy's Desert Resource Center Emergency Power Assessment
- County of Riverside, CA, New Electrical Services
- County of Riverside, Palm Springs, CA, New Electrical Services
- County of San Bernardino, CA, Communication Antenna Installation
- Ensign Cloverdale LLC, Glendora, CA, Arbor Glen Care Center Electrical Upgrade
- Inland Empire Health Plan, Rancho Cucamonga, CA, Electrical Service Upgrade
- San Mateo County Transit District (SamTrans), San Carlos, CA, 10,000-sf North and South Base LED Lighting Upgrades

Experience

30 Total, 22 with IMEG

Education

California State University, Long Beach
BS Electrical Engineering

Registrations

Professional Engineer
California (E16934)

Affiliations

Institute of Electrical and Electronics Engineers
National Society of Professional Engineers
California Society of Healthcare Engineers

Craig Chamberlain, MS, PE, SE

STRUCTURAL ENGINEER



Craig leads IMEG's structural team located in Los Angeles. He is a registered professional Civil and Structural Engineer with over 25 years of experience in the industry. Craig has a wide range of experience from hundreds of projects in residential, commercial and industrial industries which also include expertise working with California DSA and OSHPD regulated projects. Craig is a member of the Structural Engineers Association of Southern California and recently served on their Board of Directors from 2010-12. He has also been a steering committee member of SEAOSC's annual Building at Risk Summit as well as a member of the Existing Building Committee and SEAOC Convention committees.

PROJECT HIGHLIGHTS

- City of Agoura Hills, Agoura Hills, CA, 154,000-sf Recreation Center Remodel
- City of Costa Mesa, Costa Mesa, CA, Pacific Amphitheater
- Hollywood Park Multi-family Buildings MU-10 & MU-2C, Inglewood, CA, 555,000-sf New 27 Building Complex Containing Retail, Office, Residential (400 Units), Parking, and Mixed-use Spaces
- Oldtown Newhall, Santa Clarita, CA, 98,000-sf Mixed-use Development, Including Residential Units, Retail Space, and Parking
- Kilroy Realty Corporation, Hollywood, CA, 1, 166,000-sf New Mixed Use Development with 260,000-sf Office Space, 57,000-sf Retail Space and 12,000-sf Residential Tower and Parking Garage
- 63rd Street, Los Altos, CA, 27,465-sf Three-Story Mixed-use Development, Including 20 Condominium Units, Commercial Space, and Subterranean Parking
- 580 Anton, Costa Mesa, CA, New Mixed-use Development, Including 249-Unit Luxury Apartment Complex
- 700 S. Manhattan Place, Los Angeles, CA, 185,000-sf Seven-Story Apartment Complex
- 7424 WH LLC, West Hollywood, CA, 7424 Santa Monica Blvd - Mixed-Use Residential Development
- 1818 Cherokee Apartments, Los Angeles, CA
- 3400 Sunset Apartments, Los Angeles, CA
- Ashton Westwood, Los Angeles, CA, 187,000-sf 7-Story Residential Space, Including 64 Apartment Units and Parking
- Morton Village, Echo Park, CA, 25,000-sf Small Lot Subdivision Remodel
- Santa Clara Courts, Ventura, CA, 38,000-sf Multi-Unit Residential Development, Including 24 Units and Parking
- Viridian Apartments, Los Angeles, CA

Experience

25 Total, 13 with IMEG

Education

The University of Texas at Austin,
MS Structural Engineering

Santa Clara University,
BS Architectural Engineering

Registrations

Professional Civil Engineer
California (C-58851), Arizona (60481)

Professional Structural Engineer
California (SE-4588)

Texas PE License (PE 121447)

Affiliations

Structural Engineers Association of
Southern California (SEAOSC)
ACE Mentor Program
Post Tensioning Institute
Buildings At Risk Earthquake Loss
Reduction Summit 2011 & 2012 - Steering
Committee Member
State of California Safety Assessment
Program Disaster Service Worker



Michael Milroy, MS
Assistant Project Manager



Years of Experience

15

Years with Firm

2

Education

- Certificate, Environmental Management, University of California Irvine, 2013
- Master of Science, Interdisciplinary Studies / Neuroscience, California State University Long Beach, 2004
- Bachelor of Science, Biological Sciences, California State University Long Beach, 1999
- Project Management coursework, University of California Irvine, 2009-2014

Professional Affiliations

- Association of Environmental Professionals

Areas of Expertise

- CEQA
- GIS
- Vistro
- Traffic Analysis
- EIR
- MND
- NOE
- NEPA
- MS Office
- Mixed-use
- Project Management
- Residential Noise Monitoring and Analysis
- Expository Writing
- Impact Analysis
- K-12/College Universities

PROFESSIONAL SUMMARY

Detail-oriented Environmental Planner with over 15 focused years on California Environmental Quality Act (CEQA) document preparation, project management, and review of supporting technical studies; including, but not limited to, Environmental Impact Reports (EIRs), Initial Studies, Mitigated Negative Declarations, and NEPA documents.

SELECT PROJECT EXPERIENCE.

13330 Magnolia Avenue Residential Development - IS-MND, Community of Home Gardens, Riverside County, CA: November 2021 to Ongoing

The proposed project consists of development of 46 single-family homes and 44 attached townhomes on a 4.5-acre site in the Community of Home Gardens in unincorporated Riverside County. The site is vacant except for remnants of some historical water wells. UltraSystems is preparing an Initial Study and Mitigated Negative Declaration for the project, in addition to preparing several technical studies and peer-reviewing several other studies. Mr. Milroy is project manager.

Green Day Oasis Project - IS-MND, Desert Hot Springs, CA: December 2021 to Ongoing

Mr. Milroy is Project Manager for this project, which consists of 655 residential units and approximately 120,300 square feet of commercial uses on a 38.3-acre vacant site on Palm Drive south of 18th Street. UltraSystems is preparing an IS-MND and several technical studies.

District at Rubidoux Project, City of Jurupa Valley, CA: October 2021 to Ongoing

The proposed project site spans 254 acres abutting the east boundary of the City of Jurupa Valley. The site is bounded by the State Route 60 (SR-60) freeway on the north; Jurupa Boulevard on the west; the Santa Ana River on the east; and residential uses and churches near 34th Street on the south. The project will consist of 1,192 residential units; 2.93 million square feet of commercial and industrial uses; and 10 acres of parks and open space. Mr. Milroy is assistant project manager.

City of Perris General Plan Update: August 2020 to January 2021

As Assistant Project Manager for this project, Mr. Milroy prepared much of the IS-MND. The project consisted of updates to the City of Perris General Plan Housing and Safety elements, and a new Environmental Justice Element.

Allen/Cataract Warehouse Project, San Dimas, CA: October 2021 to Ongoing

Mr. Milroy is Assistant Project Manager for this project, wrote several IS-MND sections and performed QA review on several other sections. The project consists of development of a two-unit, 64,422-square-foot warehouse building.

Penske Sales, Leasing, and Maintenance Facility Project: Moreno Valley, CA: September 2021 to Ongoing

Mr. Milroy, as Assistant Project Manager on this project, wrote several IS-MND sections and conducted QA review on several others. The project proposes development of a truck sales, leasing, and maintenance facility in

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 16431 Scientific Way
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 Website: www.ultrasystems.com



Michael Milroy

the city of Moreno Valley. UltraSystems is preparing an IS-MND and several technical studies for the project.

Adams Avenue Affordable Housing Project, Murrieta, CA: March 2021 to Ongoing

This project consists of development of 200 units of affordable multi-family housing and senior housing in four buildings on a 6.2-acre site. As Assistant Project Manager, Mr. Milroy wrote much of the IS-MND for the project and conducted QA review on other sections.

Lake Los Angeles Pedestrian Plan Implementation Phase I, Community of Lake Los Angeles, CA: November 2021 to Ongoing

This project consists of improvements to two roadway segments such as a bike path, sidewalks, curb and gutter, a parking lane, and a paved shoulder; and pedestrian activated warning systems (PAWS) and enhanced crosswalks with advanced yield lines at 10 intersections, all in the unincorporated community of Lake Los Angeles in northern Los Angeles County. UltraSystems is preparing an IS-MND and several technical studies for the project. Mr. Milroy, Assistant Project Manager on this project, prepared several IS-MND sections and conducted QA reviews on several others.

Garfield Avenue Improvements, City of South Gate, CA: June 2020 to December 2020

This project consisted of complete streets improvements—that is, bicycle lanes, sidewalk curb extensions, flashing beacons, and pedestrian benches with bike racks—to a segment of Garfield Avenue. Mr. Milroy, as environmental planner for the project, prepared portions of the Categorical Exclusion document.

Palm Crest Elementary School Addendum, La Crescenta, CA: April 2021 to December 2021

Mr. Milroy, assistant project manager for this project, prepared most of the Addendum to a previous IS-MND. The project consisted of modifications to an existing modernization project at the school; specifically, installation one 2-story modular classroom building and transportation of the building, in sections, from near Stockton to the school.

Santa Angelina Senior Apartment Homes: June 2020 to January 2021

This project consisted of a 65-unit senior residential project in two buildings in the City of Placentia, CA. UltraSystems prepared an IS-MND and several technical studies for the project. Mr. Milroy, as environmental planner for this project, prepared several IS-MND sections.

Homekey Project, City of Los Angeles, CA, December 2020 to March 2021

Mr. Milroy conducted quality assurance for this project, reviewing Categorical Exemption documents prepared by other UltraSystems staff for accuracy, compliance with CEQA and the CEQA Guidelines, and legibility for the public. The Homekey Project consists of conversion of hotels, motels, and vacant apartment buildings into transitional or permanent housing for persons experiencing homelessness.

Space Shuttle Exhibit & Education Building, Downey, CA: July 2021 to Ongoing - [Museums/Institutional]

The proposed project will be a neighborhood center for Science, Technology, Engineering, and Mathematics (STEM) education and other social and community involvement. The main floor will have flexible space accommodating 250-300 guests. The space also will serve as an active learning area when not hosting large gatherings, showcasing mobile exhibit elements that can be cleared when needed and house hands-on STEM programming, such as camp programs and workshops. Mr. Milroy is assistant project manager.

Outdoor Soil Storage, 1399 Las Lomas Road - CE, Irwindale, CA: May 2021 December 2021

The project consisted of a categorical exemption document (Class I, Existing Facilities) for a conditional use permit for storage and sales of soil on an existing landscaping supply business property.

Robertson's Quarry Project, EIR, Kern County, CA: June 2020 to Present

Mr. Milroy is Environmental Planner for this project, which proposes a Conditional Use Permit 13, Map 22 for a new Surface Mining and Reclamation Plan that would allow mining for aggregate. Operation of the proposed project would start May 1, 2021 with a 50-year operational life span that would end on May 1, 2071. At the end of the project's operational lifespan, a reclamation plan would be implemented to fill the mines and plant native vegetation on the project site. Estimated aggregate yield is 500,000 tons per year.



Allison Carver, BS
Senior Biologist



Years of Experience 21
Years with Firm 4
Education <ul style="list-style-type: none"> B.S., Biology, California State University, San Bernardino, 2000 B.A., Environmental Studies, California State University, San Bernardino, 2000
Professional Certifications <ul style="list-style-type: none"> Streambank Assessment and Restoration, UC Davis Extension (2016) Wetland Hydrology Indicators and Problem Situations, Portland State University (2015) Federal Wetlands and Waters Policy, Wetland Training Institute (2011) Regional Supplement and Field Practicum, Wetland Training Institute (2010) Identification and Ecology of the Fairy Shrimp and Tadpole Shrimp in CA, Oregon, and Washington, U.C. Davis /Christopher Rogers (2008)
Professional Affiliations <ul style="list-style-type: none"> Member of Society of Wetland Scientists, Western Chapter Member of North American Lake Management Society (Region 9)
Areas of Expertise <ul style="list-style-type: none"> CWA CEQA NEPA Regulatory Permitting Jurisdictional Delineations Impact Analysis Environmental Compliance

PROFESSIONAL SUMMARY

Ms. Carver has 21 years of experience as a field and consulting biologist working with private companies and public agencies in California. Her project experience includes working on general and challenging high-profile hydroelectric, solar energy, wind energy, tunnel, transmission line, and construction, improvement, maintenance, housing, and restoration projects in California. She specializes in jurisdictional determination of waters of the U.S. and State, including regulatory framework and permitting, and project impact analyses for projects ranging in size from small school upgrade projects to major infrastructure projects. As a Senior Biologist for UltraSystems, she has conducted jurisdictional delineations and authored jurisdictional delineation reports, prepared Preconstruction Notifications required by Section 404 Clean Water Act, Water Quality Certification applications required by Section 401 Clean Water Act, and Lake or Streambed Alteration Notifications as required by Section 1602 of the California Fish & Game Code. She has also authored biology, hydrology and water quality, geology and soils, and Hazardous Materials impact analyses for a variety of technical documents, including CEQA and NEPA environmental documents. Ms. Carver has also analyzed project impacts and authored technical and environmental documents required by California state agencies such as Caltrans, the California Energy Commission, and the California Public Utilities Commission.

SELECT PROJECT EXPERIENCE

Western Sector Improvement Area Project, City of Fontana, CA: April 2020 to Ongoing

The City of Irvine intends to develop the Western Sector Area of the Orange County Great Park (OCGP) Plan. The OCGP Plan accounts for development of 272 acres as sports park under the Base Plan and 165 acres as sports park under the Overlay Plan. Given this, the proposed project includes an improvement plan for the Western Sector Area of the OCGP including a plan for development of sports facilities in this area. The proposed concept plan indicates development of 32.9 acres with a Water Polo Facility, a Field House Site, a multilevel parking structure and grading and preparation of a portion of land for future use. All existing structures, facilities and infrastructure on the project site would be demolished for the development of the proposed project. Ms. Carver was the Biologist responsible for data collection, research, and impact analysis for Hydrology and Water Quality, and Geology and Soils; and authored the Hydrology and Water Quality, and Geology and Soils Sections of the project's Addendum to the OCGP Program Environmental Impact Report (PEIR).

OC Loop Segments O, P, and Q Project, Orange County, CA: September 2019 to Ongoing

development of a 2.7-mile Class I Bikeway component of a larger 66-mile regional bikeway corridor called the OC Loop. The proposed project would consist of a paved 2.7-mile Class I Bikeway component of the larger OC Loop. The project is a regional bikeway corridor that would be built adjacent to Coyote Creek North Fork and Coyote Creek, with two crossings that dip into the flood control channel. The project crosses through three cities and two counties, as well as two Regional Water Quality Control Boards. Ms.

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Website: www.ultrasystems.com

Allison Carver



Carver was the biologist responsible for data collection and project impact analysis for Hydrology and Water Quality, and Geology and Soils. MS. Carver authored the Hydrology and Water Quality, and Geology and Soils of the project's IS/MND, as well as the Jurisdictional Delineation Report.

Lake Hughes Road Project, Los Angeles County, CA: November 2018 to Ongoing

Ms. Carver was the biologist responsible for conducting jurisdictional delineations and authoring the resulting jurisdictional delineation report. The purpose of the project was to repair damage caused when a 1,000-year precipitation event resulted in a debris flow which altered the original course of an intermittent stream and washed out a portion of Lake Hughes Road. The project involved construction of three reinforced concrete culvert boxes below the roadway, construction of a reinforced concrete inlet structure, construction of a reinforced concrete outlet structure, construction of a riprap energy dissipator at the outlet, reconstruction of the roadway with asphalt concrete on crushed miscellaneous base, and installation of traffic signage and striping.

San Timoteo Storm Drain, Riverside County, CA: August 2014 to Ongoing

Ms. Carver was the biologist responsible for the permitting of a new storm drain project for the City of Moreno Valley, California Department of Public Works. The project was located in the San Timoteo Foothill Neighborhood between Reche Canyon and The Badlands, and involved the installation of a new stormwater collection and conveyance system to prevent local flooding; the system discharged into a drainage that is both a water of the U.S. and a water of the State. Ms. Carver reviewed existing filed data and used this existing data to prepare the Jurisdictional Delineation Report and obtain a § 1602 FGC Lake or Streambed Alteration Notification, a § 401 CWA Water Quality Certification Application, and a § 404 CWA Nationwide 12 Permit for Utility Line Activities.

LA County Department of Parks and Recreation, Lakes Management for 14 Parks, Los Angeles County, CA: July 2019 to March 2021

Ms. Carver participated in the preparation of a Work Plan, Water Quality Assessment Report, Lakes Management Plan, three Operations and Maintenance Plans, and host of stakeholder meetings for 17 of 19 lakes within 14 parks operated by the LACDPR within Los Angeles County. Water quality, water chemistry, and freshwater algae sampling was conducted with samples sent to the SePro Corporation for laboratory analysis. Bathymetry mapping for depth, vegetation, and bottom (sediment) hardness was performed using BioBase (by C-MAP) sonar for aquatic mapping of the littoral, limnetic, and benthic zones. General baseline lake condition and existing setting was recorded for each lake including landscaping, wildlife use, species diversity (richness, abundance), invasive species (aquatic and emergent), hydrological connectivity (infall, outfall, and discharge point, locations), pesticide use, beneficial uses (fishing, swimming, boating, etc.), and aerator locations.

Ms. Carver conducted an extensive literature search to provide regulatory context, existing setting, fisheries data, and incorporated the results of the 2019 and 2020 surveys into a comprehensive Water Quality Analysis Report (WQAR) which analyzed the baseline water quality of the aforementioned 17 lakes, determined trophic status, and explored potential causes for water quality criteria that were exceeded according to the survey results. The WQAR will be the foundation upon which the future Lakes Management Plan will be built.

Water Quality Assessment Report, Lake Management Plans Project: July 2019 to March 2021

The project involved gathering information on fourteen (14) lakes within the LACDPR parks system, in support of the development of a County-wide lakes management plan (LMP). Ms. Carver was the biologist responsible for the development and implementation of the assessment approach for the Water Quality Assessment Report (WQAR), which involved conducting literature searches and data collection to ascertain the beneficial uses, water quality requirements, Total Maximum Daily Loads (TMDLs), and ecology of freshwater algae. Ms. Carver combined the results of the literature review and data collection with current water quality and hydrography of each of the 14 lakes of the LACDPR system and authored the Water Quality Assessment Report which will be used as the basis of the LACDPR Lakes Management Plan.

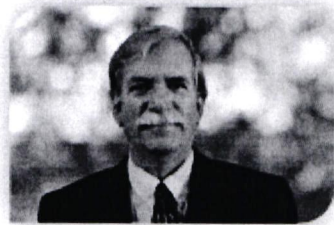
Santa Angelina Senior Apartment Homes, City of Placentia, CA: October 2019 to January 2021

The City of Placentia (City) is developing an affordable multi-family residential project (project). Ms. Carver was the biologist responsible for literature review and data collection, conducted impacts analyses for Hydrology and Water Quality, Hazards, and Geology and Soils, and authored the Hydrology and Water Quality, Hazards, and Geology and Soils sections of the projects IS/MND.



Steve O'Neil, MA, RPA

Cultural Resources Manager – Archaeology/Cultural Anthropology



PROFESSIONAL SUMMARY

Mr. O'Neil has 43 years of experience as a cultural resource specialist in California. He has researched and written on archaeology, ethnography, and history throughout California. Mr. O'Neil has archaeological experience in excavation, survey, monitoring, and lab work. Most of this has been on Native American prehistoric sites, but also includes Spanish, Mexican, and American period adobe sites. His project management experience includes private, municipal, county, state and federal survey, excavation and monitoring projects. He has range of expertise in Phase I & II Cultural Resource Inventories, and archaeological, historical and paleontological survey assessments, and cultural background studies for various EIR projects. Mr. O'Neil has worked for cultural resource management firms as well as government agencies and Native American entities. He has prepared technical reports as well as published journal articles.

He also has extensive experience with the ethnohistory of Southern California tribal people. His work has entailed the use of directed and open-ended interviews with Native community members, as well as archival research. Mr. O'Neil has particular expertise in the use of mission records for the study of population and social networks. He is also familiar with ethnobotany, family reconstruction, and rock art. Among his work was a compilation of the ethnographic background of all Native American tribes along the West fiberoptic route through California, from the Oregon border to Arizona; this included modern history during the American period and current reservations. Mr. O'Neil recently completed cultural background updates to the ICRMP Management Plans of three U.S. Army bases in central California, providing prehistoric, ethnographic, and historic material (including present day status) of all the tribes in the greater San Francisco East Bay region.

SELECT PROJECT EXPERIENCE

Initial Study/Mitigated Negative Declaration for the OC Loop Bike Trail, Segments O, P, and Q, Orange County, CA: September 2019 to Ongoing

This project proposed development of a 2.7-mile Class I Bikeway component of a larger 66-mile regional bikeway corridor called the OC Loop, Segments O, P, and Q, spanning the cities of La Mirada, Buena Park, and Cerritos, California. An Initial Study/Mitigated Negative Declaration document was prepared for the project. A Phase I Cultural Resources Inventory report prepared by Stephen O'Neil and Megan B. Doukakis to support the IS.MND findings. UEI Project 7034.

Historic Property Survey Report for the OC Loop Bike Trail, Segments O, P, and Q, Orange County, CA: September 2019 to Ongoing

The project proposes development of a 2.7-mile Class I Bikeway component of a larger 66-mile regional bikeway corridor called the OC Loop, Segments O, P, and Q, spanning the cities of La Mirada, Buena Park, and Cerritos, California. There is a federal NEPA component to the project with Caltrans District 12 providing funds from the FHA to OCPW to fund a portion of the project. Therefore Caltrans required an Historic Property Survey Report and an Historic Resources Evaluation Report be prepared. Prepared by: Bai "Tom" Tang, CRM TECH; Attachment B Archaeological Survey Report by Stephen O'Neil, Attachment A APE Map by Billye Breckenridge, and

Years of Experience

43

Years with Firm

13

Education

- M.A., Anthropology, California State University, Fullerton, CA, 2002
- B.A., Anthropology, California State University, Long Beach, CA, 1979

Professional Registrations

- Register of Professional Archaeologists (No. 16104)
- Riverside County, CA, Cultural Resource Consultant (No. 259)
- Cultural Resource Field Director, BLM, Permit (CA-15-10) CA, 2015
- Contractor Safety Orientation, Burlington Northern and Santa Fe Railroad 2014, BNSF-US-CA-0814-02153

Professional Affiliations

- Orange County Natural History Museum; Board Member
- Pacific Coast Archaeological Society; Past President
- Society for CA Archaeology

Areas of Expertise

- CEQA • Ph. I/II
- NEPA • Federal



Steve O'Neil, M.A., RPA

Attachment C Native American Correspondence by Megan Black. (Stephen O'Neil, Project Cultural Resources Manager.)

Initial Study/Environmental Impact Report for the Oro Vista Estates Development Project, City of Los Angeles, Los Angeles County, CA; February 2019 to Ongoing

The Oro Vista Estates Project is proposed in the Lincoln Heights neighborhood, approximately 5 miles northeast of downtown Los Angeles. The approximately 31-acre Project Site is bounded by Lincoln Park Avenue to the west and Amethyst Street to the east, Lincoln High School to the south and Eva Terrace to the north.

The Oro Vista Estates Project proposes site grading and the construction of a small lot subdivision of 310 homes. Potential project amenities include: a transportation hub to serve the surrounding community, improvements to public streets and intersections surrounding the development, improvements to the facilities of Abraham Lincoln High School, dedication of land and creation of useful open space around the perimeter of the development to create scenic buffer areas, nature trails, green belts, and rest areas, a 12,004 square-foot community center including a clubhouse/recreational area, and a 46,016 square-foot park. The City of Los Angeles is the Lead Agency for the purposes of CEQA. UltraSystems was hired by Applicant to complete an Initial Study, Environmental Impact Report, and supporting technical studies for biological resources, jurisdictional waters, air quality/greenhouse gases, cultural resources, noise, energy.

The cultural resources investigation consisted of a Phase I Cultural Resources Inventory which included a record search at the Southern Coastal California Information Center, a record search of the Sacred Lands File by the Native American Heritage Commission and outreach to local tribes, and a pedestrian survey. During the survey a small feature consisting of marine shell concentration and a diffuse scatter of historic debris was noted in the north area of the parcel. A subsequent Phase II test excavation was conducted and a site record was prepared and submitted to the local CHRIS facility.

Cultural Resources Monitoring for OC Streetcar Construction, Santa Ana, CA; October 2016 to Ongoing

Mr. O'Neil is currently in charge of archaeological, historic resources and paleontological monitoring under UltraSystems' subcontract with PGH Wong Engineering to assist the Orange County Transportation Authority (OCTA) in complying with regulatory and mitigation requirements during construction of a 4.15-mile light rail project between Buena Park and Santa Ana, California. He manages a team of UltraSystems field archaeologists, who must be present during all construction involving excavation. Monitoring activities has increased since discovery in 2020 of a Native American burial at the project site. Mr. O'Neill has also collected samples of marine fossils near the old Santa Ana River bridge, and of historical era trash underlying the former Pacific Electric right-of-way, which forms part of the OC Streetcar route. The samples were sent to subject matter experts for evaluation, and Mr. O'Neill has peer-reviewed the resulting technical reports, as well as all daily monitoring reports by field archaeologists and Native American monitors.

Robertson's Quarry Project, Kern County, CA; May 2020 to June 2021

UltraSystems is preparing an EIR for conditional use permits for a surface mining and reclamation plan for 98.25 acres on an approximately 125-acre project site northwest of the unincorporated community of Inyokern. Mr. O'Neil's role for this project is to peer-review technical reports submitted by the applicant. This will be to review, comment on and suggested improvements to a Phase I Cultural Resources Inventory and a Paleontological Resources Survey study. Later, with the information available from those two technical reports, he will review the Mitigation Measures Program and prepare any suggest and needed revisions and/or additions to cultural resource and paleontological resources measures.

Initial Study/Mitigated Negative Declaration Document for the Santa Angelina Senior Apartments Home Project, Placentia, Orange County, CA; October 2019 to January 2021

The City of Placentia (City) is implementing a series of actions to allow for the development of an affordable multi-family residential project at the northeast corner of the intersection of N. Angelina Drive and Morse Avenue in Placentia, California. This parcel is occupied by the Blessed Sacrament Episcopal Church and school. The cultural resources investigation consisted of a Phase I Cultural Resources Inventory which included a record search at the Southern Coastal California Information Center, a record search of the Sacred Lands File by the Native American Heritage Commission and outreach to local tribes, and a pedestrian survey.

Iskander Associates, Inc.

Construction Cost & Scheduling Services.

Job Title Iskander A.R. Abdulla, Iskander Associates, Inc.

Principal Cost Management Mr. Abdulla has more than Forty years of experience in the administration and execution of cost consulting and engineering services on a wide range of projects, both domestic and overseas. In addition to his experience in estimating, quantity surveying and project management, Mr. Abdulla has participated in numerous value engineering, cost estimating and cost management projects. Mr. Abdulla had lead all Preconstruction services including cost estimating, scheduling and budgeting efforts by LAI staff and prepare regular cost reports and cost analysis on various use - new and renovation - projects. Mr. Abdulla regularly meets with design teams to review cost impacts and assist on alternate design decisions and provide Value Engineering as appropriate throughout the design process. Mr. Abdulla is also an expert witness on cost related matters. Mr. Abdulla lectured on facility management at California State University, Long Beach, CA in the Civil Engineering and Construction Engineering management program for 12 years. Mr. Abdulla has provided services on varieties of projects estimated over \$4.0 Billion dollars in construction cost. Some relevant projects are listed below:

Base Location: Santa Ana, CA

Length of Association with firm: 34 Years

No of Years total experience -40 Years

Number of years local experience: -40 Years

Level of Education: Bachelors of Science, Civil Engineering Chicago Technical College Middlesex County College - Math

Certifications: Contractor "B" License - Nevada, inactive

Professional Affiliations: American Association of Cost Engineer Lectured at California State University, Long Beach Construction Engineering Program over 12 years

RELEVANT EXPERIENCE:

Project 1:
 MacLaren Community Park - Phase 1
 Master Plan
 4024 Durfee Avenue
 El Monte, CA 91732
 Contact: Steve G. Lot, Raw International Inc. 213.622.4993 x 102
 Email: slott@rawinternational.com

Services
 Construction cost estimates for master planning of approximately 240,000 sf lot into a community park. The park comprised sport fields, restrooms, park amenities, paved roadways, pathways, Flex Even Lawn, Rain Gardens, BBQ areas, pavilions and gazebos, native botanic garden, water features, amphitheater style bleachers with shade fabric canopy, Landscaping, children play mound, Fitness Zone, children discovery garden, lighting, and all utilities.
Project Role: Prepared construction Cost Estimate for grants
Estimate Date: December 2020
Estimated Cost: \$18.0 M

Project 2:
 MacLaren Community Park - Phase 2
 Master Plan
 4024 Durfee Avenue
 El Monte, CA 91732
 Contact: Steve G. Lot, Raw International Inc. 213.622.4993 x 102
 Email: slott@rawinternational.com

Services
 Construction cost estimates for master planning of approximately 240,000 sf lot into a community park. The park comprised sport fields, restrooms, park amenities, paved roadways, pathways, Flex Even Lawn, Rain Gardens, BBQ areas, pavilions and gazebos, native botanic garden, water features, amphitheater style bleachers with shade fabric canopy, Landscaping, children play mound, Fitness Zone, children discovery garden, lighting, and all utilities.
Project Role: Prepared construction Cost Estimate for grants
Estimate Date: March 2021
Estimated Cost: \$20.2 M

600 North Tustin Avenue, Suite 130, Santa Ana, CA 92705, USA (Phone) 714-544-4114 (Fax) 714-544-1206
 www.iskanderinc.com

Iskander Associates, Inc.

Construction Cost & Scheduling Services.

Project 3:

Plaza Level Healing Garden- Los Angeles, CA

Cedar Sinai Medical Center

Contact: Patrick Barton, MBA – Finance Director, Facility planning, design and construction,

Cedars Sinai Medical Center - Phone 323-866-7874 E: Patrick.barton@cshs.org

Services

Construction cost estimates for Plaza Level Healing Garden approximately 188,000 sf. The project comprised providing healing garden for patients use at three (3) locations within the CSMC Medical Buildings. The amenities included paved plaza, landscaping, potted landscape, lighting, utilities, water features etc. with five (5) add alternates.

Project Role: Prepared construction cost estimate at DD and CD Level

Estimate Date: May 2014

Estimated Cost: \$8.6 M

Design – GMP

Project 4:

Stone Creek Park, Park to Playa Trail Blair Hills

Contact: Naseer Ahmed, Executive Principal

IMEG Corp: Phone 626-463-2800, Nasser.Ahmed@imegcorp.com

Services:

Construction cost estimate for building a pedestrian bridge crossing over La Cienega Blvd. and related work including switch back trails, retaining walls, sound walls and pathways.

Project Role: Preparation of Cost estimates for scoping document for Design Build contract.

Completion: December 2016

Estimated cost: \$5.6M

Project: 5

Rancho Cienega Sports Complex -named "Michelle and Barack Obama Sports Center"

5001 Rodeo Road

Los Angeles, CA 90016

Contact: Siddhartha Majumdar, Senior Architect, SPFA, 310-558-0902- Siddhartha.majumdar@spfa.com

Services:

Construction cost estimating services starting at conceptual through final construction document phase during the design. The project comprised prefabricated metal building for Gymnasium Pool, Tennis Grandstand / Pro- Shop / Concessions and Restrooms and site improvement work. The overall construction budget was \$35.0 M.

Project Role: Preparing construction cost estimates.

Start of construction - 2017

Estimated Cost: \$40.0M

EXHIBIT C – GANTT CHART

Gantt Chart

The following page shows a Gantt Chart schedule identifying the tasks and time frames for each.

The Parties shall use this Gantt Chart to track the project. CONTRACTOR shall **update the Gantt Chart on a weekly basis** to ensure the project is on schedule. A PDF version will be emailed to the entire design team and all District staff involved with the project.

CONTRACTOR's deliverables to the DISTRICT shall consist of:

1. Conceptual Site Plan
2. Exterior Elevations
3. Overall Perspective View Plan
4. Plant Variety Plan
5. Artifacts Plan
6. Demolition Plan
7. Layout Plan
8. Construction Plan
9. Construction Detail Plan
10. Irrigation Plan
11. Irrigation Detail Plan
12. Planting Plan
13. New Building Floor Plans
14. New Building Roof Plans
15. New Reflected Ceiling Plan
16. New Design Building Sketches
17. Wall Section & Details
18. Interior Elevations
19. Door Schedule
20. Finish Schedule

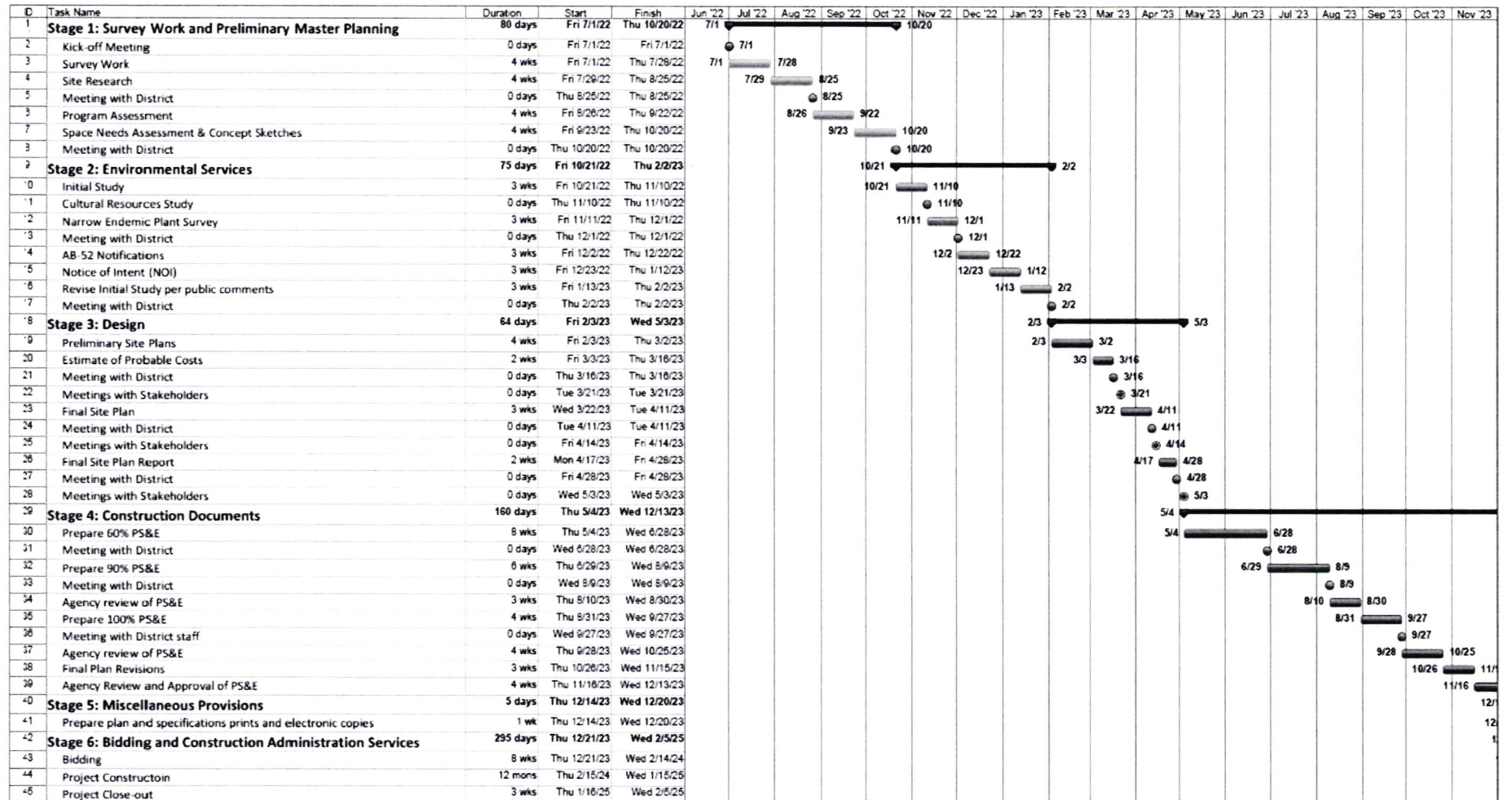
CONTRACTOR will produce during the design of the project.

CONTRACTOR will supplement these with additional types of renderings, photos, and written reports to ensure that

the project design is completely understood by the DISTRICT.

Gilman Historic Ranch Master Plan and Stagecoach Stop Park

Project Schedule
May 19, 2022
RHA Landscape Architects-Planners, Inc.



Gilman Historic Ranch Master Plan and Stagecoach Stop Park

Project Schedule
May 19, 2022
RHA Landscape Architects-Planners, Inc.

ID	Task Name	Duration	Start	Finish	Dec '23	Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24	Sep '24	Oct '24	Nov '24	Dec '24	Jan '25	Feb '25	Mar '25	Apr '25	May '25	
1	Stage 1: Survey Work and Preliminary Master Planning	80 days	Fri 7/1/22	Thu 10/20/22																			
2	Kick-off Meeting	0 days	Fri 7/1/22	Fri 7/1/22																			
3	Survey Work	4 wks	Fri 7/1/22	Thu 7/28/22																			
4	Site Research	4 wks	Fri 7/26/22	Thu 8/25/22																			
5	Meeting with District	0 days	Thu 8/25/22	Thu 8/25/22																			
6	Program Assessment	4 wks	Fri 8/26/22	Thu 9/22/22																			
7	Space Needs Assessment & Concept Sketches	4 wks	Fri 9/23/22	Thu 10/20/22																			
8	Meeting with District	0 days	Thu 10/20/22	Thu 10/20/22																			
9	Stage 2: Environmental Services	75 days	Fri 10/21/22	Thu 2/2/23																			
10	Initial Study	3 wks	Fri 10/21/22	Thu 11/10/22																			
11	Cultural Resources Study	0 days	Thu 11/10/22	Thu 11/10/22																			
12	Narrow Endemic Plant Survey	3 wks	Fri 11/11/22	Thu 12/1/22																			
13	Meeting with District	0 days	Thu 12/1/22	Thu 12/1/22																			
14	AB 52 Notifications	3 wks	Fri 12/2/22	Thu 12/22/22																			
15	Notice of Intent (NOI)	3 wks	Fri 12/23/22	Thu 1/12/23																			
16	Revise Initial Study per public comments	3 wks	Fri 1/13/23	Thu 2/2/23																			
17	Meeting with District	0 days	Thu 2/2/23	Thu 2/2/23																			
18	Stage 3: Design	64 days	Fri 2/3/23	Wed 5/3/23																			
19	Preliminary Site Plans	4 wks	Fri 2/3/23	Thu 3/2/23																			
20	Estimate of Probable Costs	2 wks	Fri 3/3/23	Thu 3/16/23																			
21	Meeting with District	0 days	Thu 3/16/23	Thu 3/16/23																			
22	Meetings with Stakeholders	0 days	Tue 3/21/23	Tue 3/21/23																			
23	Final Site Plan	3 wks	Wed 3/22/23	Tue 4/11/23																			
24	Meeting with District	0 days	Tue 4/11/23	Tue 4/11/23																			
25	Meetings with Stakeholders	0 days	Fri 4/14/23	Fri 4/14/23																			
26	Final Site Plan Report	2 wks	Mon 4/17/23	Fri 4/28/23																			
27	Meeting with District	0 days	Fri 4/28/23	Fri 4/28/23																			
28	Meetings with Stakeholders	0 days	Wed 5/3/23	Wed 5/3/23																			
29	Stage 4: Construction Documents	160 days	Thu 5/4/23	Wed 12/13/23																			
30	Prepare 60% PS&E	8 wks	Thu 5/4/23	Wed 6/28/23																			
31	Meeting with District	0 days	Wed 6/28/23	Wed 6/28/23																			
32	Prepare 90% PS&E	6 wks	Thu 6/29/23	Wed 8/9/23																			
33	Meeting with District	0 days	Wed 8/9/23	Wed 8/9/23																			
34	Agency review of PS&E	3 wks	Thu 8/10/23	Wed 8/30/23																			
35	Prepare 100% PS&E	4 wks	Thu 8/31/23	Wed 9/27/23																			
36	Meeting with District staff	0 days	Wed 9/27/23	Wed 9/27/23																			
37	Agency review of PS&E	4 wks	Thu 9/28/23	Wed 10/25/23																			
38	Final Plan Revisions	3 wks	Thu 10/26/23	Wed 11/15/23																			
39	Agency Review and Approval of PS&E	4 wks	Thu 11/16/23	Wed 12/13/23																			
40	Stage 5: Miscellaneous Provisions	5 days	Thu 12/14/23	Wed 12/20/23																			
41	Prepare plan and specifications prints and electronic copies	1 wk	Thu 12/14/23	Wed 12/20/23																			
42	Stage 6: Bidding and Construction Administration Services	295 days	Thu 12/21/23	Wed 2/5/25																			
43	Bidding	8 wks	Thu 12/21/23	Wed 2/14/24																			
44	Project Construction	12 mons	Thu 2/15/24	Wed 1/15/25																			
45	Project Close-out	3 wks	Thu 1/18/25	Wed 2/5/25																			

EXHIBIT D – COST SUMMARY

#	Header	Description	Total Price
1	Design and Survey Services	Site Analysis	\$ 20,520
2	Design and Survey Services	Site Survey for ADA Compliance	\$ 20,015
3	Design and Survey Services	Master Plan Design	\$ 77,750
4	Environmental Services	Initial Study with MND	\$ 41,220
5	Environmental Services	AB-52 Consultations	\$ 8,700
6	Environmental Services	Special Species Studies	\$ 44,800
7	Construction Documents	Drawings	\$ 179,010
8	Construction Documents	Technical Specifications	\$ 9,740
9	Construction Documents	Cost Estimation	\$ 38,035
10	Bidding & Construction Administration Services		\$ 93,590
11	Additional Survey Work (if needed)		\$ 14,620
12	Geotechnical Work		N/A
13		Guaranteed Maximum Price	\$ 548,000

CONTRACTOR shall be paid on a monthly basis based on the percentage complete for each stage of the project and on the deliverables required at each phase

DISTRICT shall approve in writing additional fees when the CONTRACTOR demonstrates that the scope of work has been increased beyond what was originally described herein.

The DISTRICT does not compensate its consultants for expenses referred to in the trade as “reimbursables.” The DISTRICT will not compensate for the following items: long distance phone calls; travel mileage; reproduction costs beyond those identified in this document; meetings beyond those listed unless requested by the DISTRICT; or computer time to scan documents provided by the DISTRICT. Each potential CONTRACTOR and Sub-Contractor shall be aware of this policy and propose accordingly.

The DISTRICT assumes no responsibility, nor will it compensate a potential consultant for the cost incurred in the preparation of its statement of qualification/proposal.

To: County Clerk
County of: Riverside
2724 Gateway Drive
Riverside, CA 92507

From: (Public Agency)
Riverside County Regional Park & Open-Space
District
4600 Crestmore Road, Jurupa Valley, CA 92509

Project Title: Stagecoach Stop Park at Gilman Historic Ranch

Project Applicant: Riverside County Regional Park & Open-Space District

Project Location-Specific: 1901 W. Wilson Street, Banning, CA 92220

Project Location-City: Banning

Project Location-County:Riverside

Description of Nature, Purpose and Beneficiaries of Project:

Stagecoach Stop Park will build a new park facility on previously disturbed farmland at Gilman Historic Ranch and Wagon Museum. The New facilities will include the replacement of a previously removed barn and restroom building into a less than 2,500 s.f. community center. Stagecoach Stop Park will also include new fencing, signage and small parking lot as well as landscaping and grading enhancements to the existing trail system and walkways.

Name of Public Agency Approving Project: Riverside County Regional Park & Open-Space District

Name of Public Agency Carrying Out Project: Riverside County Regional Park & Open-Space District

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project 9Sec. 21080(b)(4); 15269 (b)(c));
- Categorical Exemption. State type and section number: **15302, 15303, 15304, 15311**
- Statutory Exemptions. State code number:

Reasons why project is exempt:

Replacement or reconstruction (CEQA Guidelines, Section 15302): Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including but not limited to:

- B. Replacement of a commercial structure with a new structure of substantially the same size, purpose, and capacity;
- C. Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity;

New construction or conversion of small structures (CEQA Guidelines, Section 15303).

Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The numbers of structures described in this section are the maximum allowable on any legal parcel or to be associated with a project within a two-year period. Examples of this exemption include but are not limited to:

- C. An institutional structure not involving the use of significant amounts of hazardous substances, and not exceeding 2500 square feet in floor area.
- D. Water mains, sewage, electrical, gas, and other utility extensions including street improvements, to serve individual customers;
- E. Accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences. (Ord. 5119-B, 2001)

Minor alterations to land (CEQA Guidelines, Section 15304).

Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of mature, scenic trees except for forestry and agricultural purposes. Examples include but are not limited to:

- A. Grading on land with a slope of less than ten (10) percent, except that grading shall not be exempt in a waterway, in any wetland, in an officially designated (by federal, state, or local government action) scenic area, or in officially mapped areas of severe geologic hazard, such as an Alquist-Priolo Earthquake Fault Zone or within an official Seismic Hazard Zone, as delineated by the State Geologist;
- C. New gardening or landscaping; including the replacement of existing conventional landscaping with water efficient or fire resistant landscaping;

Accessory structures (CEQA Guidelines, Section 15311).

Class 11 consists of construction or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities, including but not limited to:

- A. On-premises signs;
- B. Small parking lots;

Lead Agency Contact: Analicia Gomez

Phone Number: 951-955-6998

If Filed by Applicant:

- 1. Attach certified document of exemption finding.
- 2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____

Date: 6/8/2021

Title: Senior Park Planner

Signed by Lead Agency

Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for Filing at OPR: