

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



ITEM: 3.73
(ID # 22346)

MEETING DATE:

Tuesday, August 01, 2023

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approve the On-Call Landscape Architecture Services Agreement by and between the County of Riverside and Van Dyke Landscape Architects, Inc. for On-Call Landscape Architecture, Landscape Plan Check, & Landscape Inspection Services for FY 2023/24 through 2027/28, All Districts. [\$900,000 Annual Cost, \$4,500,000 Total Costs - Deposit Based Fees 95%, L&LMD 89-1-C 5%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the On-Call Landscape Architecture Services Agreement by and between the County of Riverside and Van Dyke Landscape Architects, Inc. for On-Call Landscape Architecture, Landscape Plan Check, & Landscape Inspection Services for \$900,000 annually for Fiscal Years 2023/24 through 2027/28, for a total amount of \$4,500,000 and authorize the Chairman of the Board to execute the same;
2. Authorize the Director of Transportation to approve FY 2026/27 and FY2027/28 time extensions, as provided for in the agreement; and
3. Authorize the Director of Transportation to approve no-cost time extensions beyond FY 2027/28, if needed, to complete on-going tasks.

ACTION:Policy

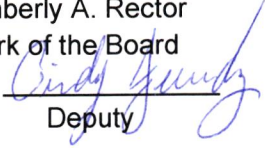

Mark Lancaster, Director of Transportation 7/19/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Perez, Washington, and Gutierrez
Nays: None
Absent: None
Date: August 1, 2023
xc: Trans.

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 900,000	\$ 900,000	\$ 4,500,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Deposit Based fees – DBF (95%), L&LMD 89-1-C Projects (5%).			Budget Adjustment: No	
			For Fiscal Year: 23/24- 27/28	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Transportation Department is responsible for landscape plan check and landscape inspection related to residential, commercial, and industrial development. The Department has experienced increased volume in development related landscape plan checking and inspection, and landscape/irrigation requirements related to Ordinance 859.3 specifically.

A Request for Proposals (RFP) was issued through RivCoPro on December 21, 2022 and over 50 vendors were notified through email. The RFP closed January 12, 2023 with seven (7) potential vendors accessing the RFP, however only one (1) response was received. The Department elected to reissue the RFP through Public Purchase on March 23, 2023 and over 100 companies were notified and 40 potential vendors accessed the RFP. The RFP closed on April 19, 2023 and two (2) firms submitted responses.

Pursuant to Board Policy H-7, the consultants were evaluated based on the firm’s experience and qualifications, experience of key personnel and understanding/approach to the project. The written proposals were evaluated by representatives of the Transportation Department. Van Dyke Landscape Architects (VDLA) was selected as the top ranked firm to provide on-call Landscape Architecture Services on an “as-needed” basis, at a not-to-exceed amount of \$900,000 for each fiscal year of the agreement. The County has the option to extend the contract for two additional one-year extensions following the close of the initial three-year contract period for a total contract term of five years. The contract language provides that it may be canceled by the County without cause with 30 days written notice.

Impact on Residents and Businesses

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

Additional Fiscal Information

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

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

Contract History and Price Reasonableness

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

ATTACHMENT:

On-Call Landscape Architecture Services Agreement with Van Dyke Landscape Architects, Inc.



Jason Farin, Principal Management Analyst 7/27/2023

Contract No. 23-07-006

Riverside Co. Transportation

ON-CALL LANDSCAPE ARCHITECTURE SERVICES AGREEMENT



For

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

Between

COUNTY OF RIVERSIDE • TRANSPORTATION DEPARTMENT

And

Van Dyke Landscape Architects, Inc.

AUG 01 2023 3.73

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COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and Van Dyke Landscape Architects, Inc., a California corporation, hereinafter referred to as "LANDSCAPE ARCHITECT", located at the following addresses:

COUNTY:

LANDSCAPE ARCHITECT

County of Riverside Transportation Department
4080 Lemon Street, 8th Floor
Riverside, CA 92502

Van Dyke Landscape Architects, Inc.
462 Stevens Avenue, Suite 107
Solana Beach, CA 92075-2042

do hereby agree as follows:

ARTICLE I • DESIGNATED CONTACTS

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

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

- Yale Hooper, Principal
Van Dyke Landscape Architects, Inc.

The COUNTY PROJECT MANAGER for COUNTY will be:

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

ARTICLE II • PROJECT DEFINITION

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

All agents, employees, or subcontractors of LANDSCAPE ARCHITECT doing work for COUNTY shall sign an independent Contractor Agreement, in a form proscribed by COUNTY, acknowledging their status as independent contractors before commencing any work for COUNTY pursuant to this contract or any work assignment.

ARTICLE III • COOPERATIVE AGENCIES

A. Lead Agency

COUNTY is designated as the lead agency for PROJECT and is working cooperatively with other agencies

1 in the effort to complete PROJECT.

2 **B. Cooperative Agencies**

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

5 Local Water Districts/Companies/Purveyors

6 State and Federal Agencies

7 **C. COUNTY/AGENCIES Standards**

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

11 **ARTICLE IV • CONDITIONS**

12 **A. Notifications**

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

18 **B. Assignment**

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

21 **C. Subcontracts**

- 22 1. LANDSCAPE ARCHITECT shall perform the services contemplated with resources available within its own
23 organization. No portion of the services pertinent to this contract shall be subcontracted without written
24 authorization by the COUNTY PROJECT MANAGER, except that which is expressly identified in this
25 contract.
- 26 2. In the event LANDSCAPE ARCHITECT subcontracts any portion of LANDSCAPE ARCHITECT'S duties
27 under this agreement, LANDSCAPE ARCHITECT shall require its subcontractors to comply with the terms
of this contract in the same manner as required of LANDSCAPE ARCHITECT including, but not limited to;

1 indemnification of the COUNTY, requiring the same insurance of Subcontractors as required of
2 LANDSCAPE ARCHITECT, and having Subcontractor's insurance name the COUNTY as Additional
3 Insured for each type of insurance where this Agreement requires LANDSCAPE ARCHITECT'S insurance
4 to name COUNTY as Additional Insured.

5 **D. Modifications**

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

20 **E. COUNTY Directives**

21 LANDSCAPE ARCHITECT PROJECT MANAGER shall receive contract directions and interpretations from
22 the COUNTY PROJECT MANAGER.

23 **F. Liability**

- 24 1. LANDSCAPE ARCHITECT has total responsibility for the accuracy and completeness of all plans,
25 estimates, calculations, data, reports, and documentation prepared by or on behalf of LANDSCAPE
26 ARCHITECT for this PROJECT and shall check all such material accordingly. The data and plans will be
27 reviewed by COUNTY. The responsibility for accuracy and completeness of such items remains solely that
of LANDSCAPE ARCHITECT. Neither COUNTY'S review nor approval shall give rise to any liability or

1 responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve LANDSCAPE
2 ARCHITECT of its professional responsibilities or obligations under this Agreement.

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

1 required to achieve the final result specified in the Scope of Services for the PROJECT subject to PROJECT
2 timelines and availability during COUNTY regular operating hours.

3 8. LANDSCAPE ARCHITECT has the right to perform services for other clients during the term of this contract
4 as long as services are not in direct conflict with the services provided to COUNTY.

5 9. LANDSCAPE ARCHITECT, and the agents and employees of LANDSCAPE ARCHITECT, shall not be
6 entitled to and is not eligible for COUNTY employee benefits, including but not limited to, medical, dental
7 or vision insurance, life insurance, retirement benefits, vacation or sick pay, or any other benefit or
8 compensation beyond that which is set forth explicitly in this contract.

9 10. LANDSCAPE ARCHITECT shall provide and maintain, throughout the term of this contract, their own
10 workspace, tools, equipment and supplies necessary to perform the duties set forth for LANDSCAPE
11 ARCHITECT under this contract. Notwithstanding the foregoing, COUNTY may, at its sole discretion, and
12 with its prior written consent, provide access to COUNTY facilities, offices or meeting rooms during regular
13 business hours for meetings, conferences or other work of LANDSCAPE ARCHITECT.

14 **G. Indemnification and Defense**

15 **1. Basic Indemnity**

16 a. To the fullest extent permitted by applicable law, LANDSCAPE ARCHITECT agrees to defend (through
17 legal counsel reasonably acceptable to COUNTY), indemnify, and hold harmless the County of Riverside,
18 its Agencies, Districts, Departments and Special Districts, Board of Supervisors, elected and appointed
19 officials, and each of their respective directors, members officers, employees, agents, volunteers and
20 representatives ("Indemnitees") and each of them from any and all Losses that arise out of or relate to any
21 act or omission constituting ordinary and not professional negligence (including, without limitation, negligent
22 breach of contract), recklessness, or willful misconduct on the part of LANDSCAPE ARCHITECT or its
23 subconsultants or their respective employees, agents, representatives, or independent contractors.

24 b. "Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages,
25 actions, judgements, settlements and expenses, including, without limitation, full and actual attorney's fees
26 (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees,
27 arbitrator and arbitration fees and mediator and mediation fees.

c. LANDSCAPE ARCHITECT further agrees to and shall indemnify and hold harmless the Indemnitees from

1 all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees or
2 subcontractors of LANDSCAPE ARCHITECT for salary, wages, compensation, health benefits, insurance,
3 retirement or any other benefit not explicitly set forth in this contract and arising out of work performed for
4 COUNTY pursuant to this contract. The Indemnitees shall be entitled to the defense and indemnification
5 provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or
6 omissions of an Indemnitee or any other person or entity; provided however, that nothing contained herein
7 shall be construed as obligating LANDSCAPE ARCHITECT to indemnify and hold harmless any Indemnitee
8 to the extent not required under the provisions of Paragraph 2 below.

9 **2. Indemnity for Design Professional Services**

- 10 a. To the fullest extent permitted by Applicable Law, LANDSCAPE ARCHITECT agrees to defend (through
11 legal counsel reasonably acceptable to COUNTY), indemnify and hold harmless the Indemnitees, and each
12 of them, against any and all Losses that arise out of, pertain to, or relate to, any negligence, recklessness
13 or willful misconduct constituting professional negligence on the part of LANDSCAPE ARCHITECT or its
14 Subconsultants, or their respective employees, agents, representatives, or independent contractors. The
15 Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of
16 whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other
17 person or entity; provided, however, that nothing contained herein shall be construed as obligating
18 LANDSCAPE ARCHITECT to indemnify and hold harmless any Indemnitee to the extent not required under
19 the provisions of this section. LANDSCAPE ARCHITECT shall defend and pay, all costs and fees, including
20 but not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands,
21 actions, or proceedings to the extent and in proportion to the percentage, such costs and fees arise out of,
22 pertain to, or relate to the negligence, recklessness or willful misconduct of LANDSCAPE ARCHITECT
23 arising out of or from the performance of professional design services under this Agreement. The duty to
24 defend applies to any alleged or actual negligence, recklessness, willful misconduct of LANDSCAPE
25 ARCHITECT. The cost for defense shall apply whether or not LANDSCAPE ARCHITECT is a party to the
26 lawsuit and shall apply whether or not LANDSCAPE ARCHITECT is directly liable to the plaintiffs in the
27 lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, but
only in proportion to the percentage of fault or negligence of LANDSCAPE ARCHITECT.

- 1 b. Without affecting the rights of COUNTY under any other provision of this Agreement, LANDSCAPE
2 ARCHITECT shall not be required to indemnify or hold harmless or provide defense or defense costs to an
3 Indemnitee for a Loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided,
4 however, that such negligence, recklessness or willful misconduct has been determined by agreement of
5 LANDSCAPE ARCHITECT and Indemnitee or has been adjudged by the findings of a court of competent
6 jurisdiction.
- 7 c. LANDSCAPE ARCHITECT agrees to obtain or cause to be obtained executed defense and indemnity
8 agreements with provisions identical to those set forth in this section from each and every Subconsultant,
9 of every Tier.
- 10 d. LANDSCAPE ARCHITECT's indemnification obligations under this Agreement shall not be limited by the
11 amount or type of damages, compensation or benefits payable under any policy of insurance, workers'
12 compensation acts, disability benefit acts or other employee benefit acts.
- 13 e. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in
14 pursuing or enforcing their right to defense and/or indemnification under this Agreement.

15 **H. Quality Control**

16 LANDSCAPE ARCHITECT shall implement and maintain the following quality control procedures during
17 the preparation of the plans and documents relating to PROJECT. LANDSCAPE ARCHITECT shall have
18 a quality control plan in effect during the entire time services are being performed under this contract. The
19 plan shall establish a process whereby calculations are independently checked, plans checked, corrected
20 and back-checked, and all job related correspondence and memoranda routed and received by affected
21 persons and then bound in appropriate job files. Where several drawings show different work in the same
22 area, means shall be provided to avoid conflicts and misalignment in both new and existing improvements.
23 Evidence that the quality control plan is functional may be requested by the COUNTY PROJECT
24 MANAGER. All plans, calculations documents and other items submitted to the COUNTY PROJECT
25 MANAGER for review shall be marked clearly as being fully checked and that the preparation of the material
26 followed the quality control plan established for the work.

27 **I. Value Engineering**

1. Elements of PROJECT may be considered for Value Engineering Studies. To this end, the COUNTY

1 PROJECT MANAGER may direct the LANDSCAPE ARCHITECT to examine the various elements of a
2 design segment and submit an informal written statement or memorandum addressing those elements
3 where it appears significant savings and other advantages can be realized. The statement shall be
4 sufficiently informative to enable COUNTY to determine whether to direct a detailed Value Engineering
5 Study or possibly direct immediate design changes where the value of the change is apparent without the
6 need of detailed study and analysis.

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

10 **J. Extra Work**

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

19 **K. Disputes**

- 20 1. In the event a dispute or objection over work requested by COUNTY pursuant to this contract, LANDSCAPE
21 ARCHITECT agrees to first consult with COUNTY PROJECT MANAGER regarding the dispute or objection
22 and to take all appropriate action to protect the interests of COUNTY and the PROJECT, including promptly
23 complying with COUNTY requests when time is of the essence. In the event LANDSCAPE ARCHITECT
24 considers any work demanded of him to be outside the requirements of the contract, or if he considers any
25 order, instruction, or decision of COUNTY to be unfair, he shall promptly upon receipt of such order,
26 instruction or decision, ask for a written confirmation of the same whereupon he shall proceed without delay
27 to perform the work or to conform to the order, instruction, or decision; but unless LANDSCAPE
ARCHITECT finds such order, instruction, or decision satisfactory, he shall within 20 days after receipt of

1 same, file a written protest with COUNTY stating clearly and in detail his objections and reasons therefore.
2 Except for such protests or objections as are made of record in the manner specified and within the time
3 stated herein, and except for such instances where the basis of a protest could not reasonably have been
4 foreseen by LANDSCAPE ARCHITECT within the time limit specified for protest, LANDSCAPE
5 ARCHITECT hereby waives all grounds for protests or objections to the orders, instruction, or decisions of
6 COUNTY and hereby agrees that, as to all matters not included in such protests, the orders, instructions
7 and decisions of COUNTY will be limited to matters properly falling within COUNTY's authority.

- 8 2. Any controversy or claim arising out of or relating to this contract which cannot be resolved by mutual
9 agreement, shall be submitted to non-binding mediation with the COUNTY and LANDSCAPE ARCHITECT
10 sharing the associated costs equally. The COUNTY and LANDSCAPE ARCHITECT shall mutually agree
11 to a mediator within ten (10) business days after the disputed portion of the claim has been identified in
12 writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators
13 shall selected a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each
14 party shall bear the fees and costs charged by its respective mediator in connection with the selection of
15 the neutral mediator. Mediation includes any non-binding process, including, but not limited to, neutral
16 evaluation or a dispute review board, in which an independent third party or board assist the parties in
17 dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform
18 to the timeframes in this section. If mediation is unsuccessful, the parts of the claim remaining in dispute
19 shall be subject to applicable procedures outside this section.
- 20 3. Neither the pendency of a dispute nor its consideration by mediation will excuse LANDSCAPE ARCHITECT
21 from full and timely performance in accordance with the terms of the contract.
- 22 4. This Agreement shall, without regard to the law of conflicts of laws that may otherwise call for application
23 of the laws of a different jurisdiction, be governed by the laws of the State of California. The Superior Court
24 for the County of Riverside shall have exclusive jurisdiction over any litigation arising out of or relating to
25 this Agreement.

26 **L. Termination Without Cause**

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

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

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

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

17 **N. Insurance**

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

25 1. Workers' Compensation:

26 If the LANDSCAPE ARCHITECT has employees as defined by the State of California, the LANDSCAPE
27 ARCHITECT 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

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

3 2. Commercial General Liability:

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

11 3. Vehicle Liability:

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

17 4. Professional Liability:

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

5. General Insurance Provisions - All lines:

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

1 carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of
2 Insurance.

- 3 d. It is understood and agreed to by the parties hereto that the LANDSCAPE ARCHITECT'S insurance
4 shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-
5 insured retention's or self-insured programs shall not be construed as contributory.
- 6 e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope
7 of services; or, there is a material change in the equipment to be used in the performance of the scope
8 of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the
9 COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required
10 under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of
11 insurance carried by the LANDSCAPE ARCHITECT'S has become inadequate.
- 12 f. LANDSCAPE ARCHITECT shall pass down the insurance obligations contained herein to all tiers of
13 subcontractors working under this Agreement

14 **O. Conflict of Interest**

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

26 **P. Legal Compliance**

27 LANDSCAPE ARCHITECT shall comply with all Federal, State and local laws, statutes, ordinances, rules
and regulations, and the orders and decrees of any courts or administrative bodies or tribunals currently in

1 effect and in any manner affecting the performance of this contract, including, without limitation, workers'
2 compensation laws and licensing and regulations.

3 **Q. Nondiscrimination**

- 4 1. During the performance of this contract, LANDSCAPE ARCHITECT and its Subcontractors shall not act
5 unlawfully against any employee or applicant for employment because of race, religion, color, national
6 origin, ancestry, physical handicap, medical condition, marital status, age or sex. LANDSCAPE
7 ARCHITECT and Subcontractor shall comply with the provisions of the Fair Employment and Housing Act
8 (Government Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California
9 Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment
10 and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of
11 Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference
12 and made a part hereof as if set forth in full. LANDSCAPE ARCHITECT and its Subcontractors shall give
13 written notice of their obligations under this clause to labor organizations with which they have a collective
14 bargaining or other agreement.
- 15 2. LANDSCAPE ARCHITECT will provide all information and reports required by the Regulations, or orders
16 and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other
17 sources of information, and its facilities as may be determined by COUNTY or AGENCIES to be pertinent
18 to ascertain compliance with such Regulations, orders and instructions. Where any information required of
19 LANDSCAPE ARCHITECT is in the exclusive possession of another who fails or refuses to furnish this
20 information, LANDSCAPE ARCHITECT shall so certify to COUNTY, or the Federal Highway Administration
21 as appropriate and shall set forth what efforts he has made to obtain the information.
- 22 3. In the event of LANDSCAPE ARCHITECT's noncompliance with the nondiscrimination provisions of this
23 contract, COUNTY shall impose such contract sanctions as it determines to be appropriate, including, but
24 not limited to:
- 25 • Withholding of payments to LANDSCAPE ARCHITECT under the contract until LANDSCAPE
26 ARCHITECT complies;
 - 27 • Cancellation, termination, or suspension of the contract in whole or in part.
4. LANDSCAPE ARCHITECT shall include the nondiscrimination and compliance provisions of this clause in

1 all subcontracts to perform work under this contract.

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

5 **R. Labor Code and Prevailing Wages**

- 6 1. Certain Classifications of Labor under this contract may be subject to prevailing wage requirements.
- 7 2. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section
8 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in
9 full. The parties recognize that said Chapter 1 deals, among other things with discrimination, penalties and
10 forfeitures, their disposition and enforcement, wages, working hours, and securing worker's compensation
11 insurance and directly effect the method of prosecution of the work by LANDSCAPE ARCHITECT and
12 subject it under certain conditions to penalties and forfeitures. Execution of the contract by the parties
13 constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are
14 required to stipulate as to by the provisions of said Chapter 1, constitutes LANDSCAPE ARCHITECT's
15 certification that he is aware of the provisions of said Chapter 1 and will comply with them and further
16 constitutes LANDSCAPE ARCHITECT's certification as follows: "I am aware of the provisions of Section
17 3700 of the California Labor Code which require every employer to be insured against liability for worker's
18 compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will
19 comply with such provisions before commencing the performance of the work of this contract."
- 20 3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem
21 wages applicable to the work, and for holiday and overtime work, including employer payments for health
22 and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have
23 been determined by the Director of the California Department of Industrial Relations. These wages are
24 available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>.
- 25 4. Should a portion of the project contain Federal funding, Federal minimum wages shall be used. The Federal
26 minimum wage rates for this project as determined by the United States Secretary of Labor are available
27 from the U.S Department of Labor, Employment Standards Administration, Wage and Hour Division's
Internet website at <http://www.access.gpo.gov/davisbacon>. If there is a difference between the minimum

1 wage rates determined by the Secretary of Labor and the general prevailing wage rates determined by the
2 Director of the California Department of Industrial Relations for similar classifications of labor, the
3 LANDSCAPE ARCHITECT and subcontractors shall pay not less than the higher wage rate. The
4 Department will not accept lower State wage rates determinations. This includes "helper" (or other
5 classifications based on hours of experience) or any other classification not appearing in the Federal wage
6 determinations. Where Federal wage determinations do not contain the State wage rate determination
7 otherwise available for use by the LANDSCAPE ARCHITECT and subcontractors, the LANDSCAPE
8 ARCHITECT and subcontractors shall pay not less than the Federal minimum wage rate which most closely
9 approximates the duties of the employees in question.

10 **S. Review and Inspection**

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

13 **T. Record Retention / Audits**

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

23 **U. Ownership of Data**

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

27 **V. Confidentiality of Data**

1. All financial, statistical, personal, technical or other data and information which is designated confidential

1 by COUNTY or AGENCIES, and made available to LANDSCAPE ARCHITECT in order to carry out this
2 contract, shall be protected by LANDSCAPE ARCHITECT from unauthorized use and disclosure.

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

16 **W. Funding Requirements**

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

25 **X. GIS Information**

- 26 1. "GIS Information" shall include GIS digital files (including the information or data contained therein) and any
27 other information, data, or documentation from County GIS (regardless of medium or format) that is
provided pursuant to this contract.

2. LANDSCAPE ARCHITECT acknowledges that the unauthorized use, transfer, assignment, sublicensing, or disclosure of the GIS information, documentation, or copies thereof will substantially diminish their value to COUNTY. LANDSCAPE ARCHITECT acknowledges and agrees that COUNTY GIS information is a valuable proprietary product, embodying substantial creative efforts, trade secrets, and confidential information and ideas. COUNTY GIS information is and shall remain the sole property of COUNTY; and there is no intention of COUNTY to transfer ownership of COUNTY GIS information.
3. COUNTY GIS information is made available to LANDSCAPE ARCHITECT solely for use in the normal course of LANDSCAPE ARCHITECT's business to produce reports, analysis, maps and other deliverables only for this PROJECT and as described within the Scope of Services.
4. LANDSCAPE ARCHITECT agrees to indemnify and hold harmless COUNTY, its officers, employees and agents from any and all liabilities, claims, actions, losses or damages relating to or arising from LANDSCAPE ARCHITECT's use of COUNTY GIS information.
5. GIS information cannot be used for all purposes; and GIS information may not be complete for all purposes. Additional investigation or research by LANDSCAPE ARCHITECT into other sources will be required. GIS information is intended only as an information base and is not intended to replace any legal records. COUNTY has used and will continue to use its best efforts to correctly input into COUNTY GIS the information contained in various legal and other records; but COUNTY accepts no responsibility for any conflict with actual legal records or for information not transferred from legal records to COUNTY GIS. COUNTY has attempted to update GIS information as often as is practically feasible. However, LANDSCAPE ARCHITECT should be aware that GIS information may not be current and changes or additions to the information contained in COUNTY GIS may not yet be reflected in COUNTY GIS.
6. COUNTY accepts no responsibility for the use of GIS information; and COUNTY provides no warranty for the use of COUNTY GIS or COUNTY GIS information by LANDSCAPE ARCHITECT. THE WARRANTIES SPECIFICALLY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND SUCH OTHER WARRANTIES ARE HEREBY EXCLUDED.
7. Final plans, drawings or PROJECT work products will be provided in an electronic format suitable for inclusion within the COUNTY GIS or CADD Systems by LANDSCAPE ARCHITECT and will contain the

appropriate meta data and will be geographically registered using an appropriate coordinate system such as the California State Plane Coordinate System NAD 83.

ARTICLE V • PERFORMANCE

A. Performance Period

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

B. Time Extensions

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

C. Reporting Progress

1. As part of the monthly invoice LANDSCAPE ARCHITECT shall submit a progress report in accordance with COUNTY Engineering Services Progress Reporting Guidelines. Progress Reports shall indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by LANDSCAPE ARCHITECT shall be a condition precedent to receipt of payment from COUNTY for each monthly invoice submitted.
2. To ensure understanding and performance of the contract objectives, meetings between COUNTY, AGENCIES, and LANDSCAPE ARCHITECT shall be held as often as deemed necessary. All work objectives, LANDSCAPE ARCHITECT's work schedule, the terms of the contract and any other related issues will be discussed and/or resolved. LANDSCAPE ARCHITECT shall keep minutes of meetings and distribute copies of minutes as appropriate.

D. Evaluation of LANDSCAPE ARCHITECT

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

ARTICLE VI • COMPENSATION

A. Work Authorization

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

B. Basis of Compensation

1. PROJECT services as provided under this contract and as described in the Scope of Services, shall be compensated for as defined in Appendix C, Budget, which is attached hereto and incorporated herein by reference. Reimbursement is to be made at actual cost. If a time extension is authorized by the Director of Transportation, any unused budget from the original contract period will not be available to be used during the time extension period. PROJECT budget is based on fiscal year, July 1 to June 30 of the following year. If a contingency budget is provided, COUNTY shall hold such contingency in reserve for unforeseen Extra Work that may arise during the performance of this agreement. Contingency budget shall only be used at the discretion of the COUNTY PROJECT MANAGER, and with prior written authorization by the COUNTY PROJECT MANAGER. No additional compensation for Extra Work will be paid except upon the issuance of an Extra Work Order by COUNTY.

- 1 2. Prior authorization in writing by the COUNTY PROJECT MANAGER will be required before LANDSCAPE
2 ARCHITECT enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies,
3 equipment or consultant services. LANDSCAPE ARCHITECT shall provide an evaluation of the necessity
4 or desirability of incurring such costs.
- 5 3. For purchase of any item, service or consulting work not covered in LANDSCAPE ARCHITECT's proposal
6 and exceeding \$500, with prior authorization by the COUNTY PROJECT MANAGER, three competitive
7 quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.
- 8 4. Any equipment purchased as a result of this contract is subjected to the following: LANDSCAPE
9 ARCHITECT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined
10 as having a useful life of at least two years and an acquisition cost of \$500 or more. If the purchased
11 equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit. At
12 the conclusion of the contract or if the contract is terminated, LANDSCAPE ARCHITECT may either keep
13 the equipment and credit COUNTY in an amount equal to its fair market value or sell such equipment at
14 the best price obtainable at a public or private sale in accordance with established COUNTY procedures
15 and credit COUNTY in an amount equal to the sales price. If LANDSCAPE ARCHITECT elects to keep the
16 equipment, fair market value shall be determined, at LANDSCAPE ARCHITECT's expense, on the basis of
17 a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser
18 mutually agreeable by COUNTY, and LANDSCAPE ARCHITECT. If it is determined to sell the equipment,
19 the terms and conditions of such sale must be approved in advance by COUNTY and AGENCIES.
- 20 5. The consideration to be paid LANDSCAPE ARCHITECT, as provided herein, shall be in compensation for
21 all of LANDSCAPE ARCHITECT's expenses incurred in the performance hereof, including travel and per
22 diem, unless otherwise expressly so provided.
- 23 6. LANDSCAPE ARCHITECT agrees that the Contract Cost Principles and Procedures, CFR 48, Federal
24 Acquisition Regulations Systems, Chapter 1, Part 31, shall be used to determine the allow ability of
25 individual items of cost.
- 26 7. LANDSCAPE ARCHITECT also agrees to comply with Federal procedures in accordance the Code of
27 Federal Regulations Section 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative

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Agreements to State and Local Governments

- 8. In the event of errors or omissions in the plans for PROJECT, LANDSCAPE ARCHITECT shall perform the necessary landscape architecture services required to correct such errors and omissions without additional charge to COUNTY.
- 9. Compensation for project reporting and administration shall be incorporated into fees for landscape plan check reviews. If the review is for a landscape concept plan (LCP), a TTM, PPT, or CUP should be charged for invoicing. If the review is for a landscape construction plan set (CDs), a PPA, LSP, LPP, or IP should be charged for invoicing. Notes shall be placed in PLUS software as required by the COUNTY PROJECT MANAGER. The LANDSCAPE ARCHITECT should coordinate with the County to ensure the appropriate project number is charged.

C. Progress Payments

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

[Signature Page Follows]

ARTICLE VII • APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

Mark Lancaster Dated: 7-26-23
MARK LANCASTER
Director of Transportation

APPROVED AS TO FORM:

[Signature] Dated: 8/1/23
County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS:

[Signature] Dated: 08/01/2023
KEVIN JEFFRIES
Chairman, Riverside County Board of Supervisors

ATTEST:

[Signature] Dated: 08/01/2023
KIMBERLY A. RECTOR
Clerk of the Board

Clerk of the Board (SEAL)

LANDSCAPE ARCHITECT Approvals

LANDSCAPE ARCHITECT:

[Signature] Dated: 7, 26, 23
Mitch Phillippe, CA LLA#3781
Principal
Van Dyke Landscape Architects

[Signature] Dated: 7/26/23
Brett Allen, CA LLA #6595
Principal
Van Dyke Landscape Architects

[Signature] Dated: 7-26-23
Yale Hooper, CID, CLIA
Principal
Van Dyke Landscape Architects

APPENDIX A • SCOPE OF SERVICES

A. PROJECT DESCRIPTION

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

B. LOCATION

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

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

C. COORDINATION

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

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

- Review, redline, comment, and/or approve Conceptual Landscape Plan. If Concept Landscape Plan requires changes or additional information prior to approval, make comments clear and precise;
- Review, redline, comment, and/or approve using County approved landscape checklist by project type;
- Review, redline, comment, and/or approve Landscape Plan Cover Sheet and Title Block;
- Review, redline, comment, and/or approve Landscape Irrigation Plans (per Ord. 348, 460, 461, & 859), IA

standards, and ET requirements;

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

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

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

LANDSCAPE ARCHITECT shall:

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

1 achieve an understanding of the overall project concept.

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

20 The foregoing process applies to review through all plan checks. Subsequent plan checks shall proceed

21 along the following steps:

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

1 enter a maintenance district for on-going landscape maintenance.

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

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

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

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

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

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

1 advise the COUNTY as necessary.

2 2. Conduct detailed review of the irrigation system based on the COUNTY'S landscape standards.

3 3. Prepare memorandum/inspection sheet documenting findings and questions. Give the project an overall
4 project rating (%) and an estimated frame (calendar days) from last visit by contractor. These findings are
5 then forwarded within 2 business days to appropriate COUNTY staff.

6 **H. CONSTRUCTION LANDSCAPE INSPECTION SERVICES – NEW CONSTRUCTION**

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

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

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

- 27 1. Physically visit the site and review the site completely. Provide Contractor and Developer status of

1 inspection (pre-con, Irrigation, Progress, Planting/Final). Document any landscape deficiencies and
2 advise the COUNTY as necessary. Identify any additional landscape issues that need to be addressed
3 and advise the COUNTY as necessary. Provide field copies to Contractor and Developer.

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

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

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

11 **J. LANDSCAPE DESIGN SERVICES**

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

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

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

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

1 landscape design scope.

2 2. LANDSCAPE ARCHITECT and COUNTY shall come to a mutually agreeable timeframe for LANDSCAPE
3 ARCHITECT to deliver the landscape design product to the COUNTY.

4 3. LANDSCAPE ARCHITECT shall deliver monthly progress reports to the COUNTY on the Landscape
5 design project, prior to submittal of invoice for said work.

6 4. LANDSCAPE ARCHITECT shall revise landscape design project until deemed acceptable to the
7 COUNTY.

8 **L. ADMINISTRATION FUNCTIONS**

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

25 **M. ASSISTANCE BY LANDSCAPE ARCHITECT DURING REVIEW PERIOD**

- 26 • LANDSCAPE ARCHITECT shall be responsible for responding to all routine inquiries from
27 developer/developer's engineer and/or landscape architect. LANDSCAPE ARCHITECT shall refer

1 inquiries to COUNTY on standard and/or policy conformance matters.

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

5 **APPENDIX B • SCHEDULE OF SERVICES**

6 **A. TIMELINE FOR PERFORMANCE**

- 7 • The LANDSCAPE ARCHITECT shall perform the covenants set forth in Appendix A, Scope of Services in
8 accordance with the performance requirements of Article V of this agreement and with the following
9 Schedule of Services.
- 10 • All Covenants set forth in this agreement shall be completed by June 30, 2026, unless extended by
11 supplemental agreement or up to two time extensions approved by the Director of Transportation. First
12 contract term is from this Agreement Execution date to June 30, 2026;
13 Time Extension #1 July 1, 2026 through June 30, 2027 (If approved by the Director of Transportation);
14 Time Extension #2 July 1, 2027 through June 30, 2028 (If approved by the Director of Transportation).
- 15 • LANDSCAPE ARCHITECT shall complete each assigned review plan check and submit
16 recommendations to COUNTY within twelve (12) business days for first submittal, and within seven (7)
17 business days for second and subsequent submittals from date of receipt by LANDSCAPE ARCHITECT
18 or alternate date as agreed to by COUNTY, per project schedule.
- 19 • LANDSCAPE ARCHITECT shall complete each assigned review plan check and submit recommendation
20 to COUNTY within seven (7) business days for Fast Track projects, and within four (4) working days for
21 each additional recheck, per project schedule.
- 22 • LANDSCAPE ARCHITECT shall complete each assigned construction inspection service within two (2)
23 business days of receipt of request, per project schedule. LANDSCAPE ARCHITECT shall complete
24 each assigned landscape field inspection service within three (3) business days of receipt of request, per
25 project schedule.
- 26 • LANDSCAPE ARCHITECT shall set up a meeting or conference call, at the County's preference, to
27 discuss landscape design services scope within seven (7) business day of receipt of request.

LANDSCAPE ARCHITECT and the COUNTY shall come to a mutually agreeable timeframe for completion.

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

Schedule Item	Turnaround Time
Notice - Make Staff Available	48 hours
First Submittal	12 business days
Second and Subsequent Submittals	7 business days, respectively
Major Change	12 business days
Construction Change	7 business days
Fast Track Case First Submittal	7 business days
Fast Track Subsequent Submittals	4 business days
Landscape Maintenance Field Inspection - LMD	3 business days
Construction Inspection	2 business days
Landscape Design Meeting	7 business days
Landscape Design, Final Product	Mutually Agreeable timeframe
Summary Memorandum	5 business days if requested

The first working day commences on the date that LANDSCAPE ARCHITECT receives a complete submittal. Submittals that are deemed not ready for review: lacking submittal requirements or not

addressing items on the Corrections Memo will not be considered a complete submittal. Re-design of elements of the submittal package after the First Submittal Review may constitute a Major Change and require a review in excess of the typical twelve (12) business day turnaround. Deviations from the Standard Review turnaround time will be identified with explanation to the County.

APPENDIX C • BUDGET

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

Standardized Fee Schedule – Landscape Architect Services		
Personnel Classification	Hourly Rate	Mileage
Principal – per hour	\$ 175	YES
Associate - per hour	\$ 140	YES
On-Call Plan Checker – per hour	\$ 125	NO
On-Call Landscape Field Inspection – per hour	\$ 125	YES
Project Manager – per hour	\$ 130	YES
LMD Landscape Inspector – per hour	\$ 140	YES
Professional Staff – per hour	\$ 110	NO
Administrative Services – per hour	\$ 90	NO
Mileage	Current IRS rate	

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

- The total annual amount of this contract shall not exceed \$900,000 per a fiscal year, for each fiscal year 2023/24, through fiscal year 2027/28 including extensions of time. The total amount of the contract shall not exceed \$4,500,000;
- The County of Riverside is not obligated to purchase any specified amount of services;
- Fiscal year runs from July 1 to June 30 of the following year;
- Contracts may be terminated without cause with 30 days written notice.