

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

MOORE IACOFANO GOLTSMAN, INCORPORATED dba MIG, INC.

Fairmount Park Master Plan

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 20__ (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and MOORE IACOFANO GOLTSMAN, INCORPORATED, a California corporation, doing business as MIG, INC. (“Consultant”).

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit “A,” “Scope of Services” (“Services”), attached hereto and incorporated herein by reference, in conjunction with Fairmount Park Master Plan (“Project”).

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect for two (2) years, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Two Hundred Eighty-Two Thousand Dollars (\$282,000.00) payable in accordance with the terms set forth in Exhibit “B.” Said payment shall be made in accordance with City’s usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Parks, Recreation, and Community Services
City of Riverside
Attn: Pamela Galera, Director
3900 Main Street
Riverside, CA 92522

To Consultant

MIG, Inc.
Attn: Richard Barrett
401 W. A Street, Suite 200
San Diego, CA 92101

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director’s determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the

wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. **Indemnification.**

11.1 **Design Professional Defined.** For purposes of this Agreement, “Design Professional” includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 **Defense Obligation For Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City’s employees, officers, managers, agents and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant’s professional negligence based on the percentage of Consultant’s liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

11.3 **Indemnity For Design Professional Liability.** When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City’s employees, officers, managers, agents, and Council Members (“Indemnified Parties”) from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or

relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability.

Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions.

Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 Limitations.

These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability

insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims-made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital 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 for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. 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 certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

34. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

34.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

34.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

34.3 In the event of a conflict between the body of this Agreement and Exhibit “A” - Scope of Services hereto, the terms contained in Exhibit “A” shall be controlling.

35. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

- Exhibit “A” - Scope of Services
- Exhibit “B” - Compensation
- Exhibit “C” - Key Personnel

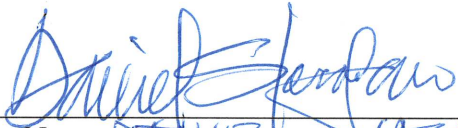
[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, City and Consultant have caused this Professional Consultant Services Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

MOORE IACOFANO GOLTSMAN, INC., a California corporation, doing business as MIG, INC.


By: _____
Mike Futrell
City Manager


By: 
Print Name: DANIEL S. IACOFANO
Title: CEO/PRESIDENT
(Signature of Board Chair, President, or Vice President)

Attest: _____
Donesia Gause
City Clerk

and

Certified as to Availability of Funds:

By: 
Chief Financial Officer

By: 
Print Name: CHRISTOPHER J. BEYNON
Title: TREASURER
(Signature of Secretary, Assistant Secretary, CFO, Treasurer, or Assistant Treasurer)

APPROVED AS TO FORM:

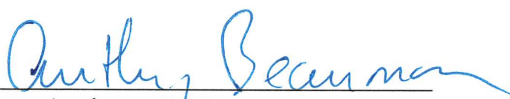
By: 
Anthony L. Beaumon
Sr. Deputy City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

RFP Exhibit A
Scope of Services – as modified by Addendums

Fairmount Park Master Plan

The Parks, Recreation, and Community Services Department (PRCSD) is soliciting proposals for preparation of the Fairmount Park Master Plan. The goal of the project is to chart a path to enhance the park to increase activity while preserving the historic integrity of the park. The final product will be a cultural landscape masterplan and report that will follow historic research standards. The Master plan will include a conceptual plan of the entire 280 acres and a focused plan of the park historic core. Services shall also include environmental compliance as noted in the Deliverables section below.

Fairmount Park History

The history of Fairmount Park is quite extensive. Fairmount Park is approximately 280 acres in size, situated near the Santa Ana River, south of State Route 60, and west of Market Street. Fairmount Park is the largest park in Riverside. First dedicated in 1898, it is also the second oldest park in the city.

The area that would eventually become Fairmount Park was the site of a Cahuilla Village, one of three Native American rancherias just outside of the City's early Mile Square footprint. The villages were abandoned by the late 1800s. In 1883, at the suggestion of Charles M. (C.M.) Loring, Samuel Cary (S.C.) Evans Sr. donated land to the city with what would ultimately become the original park acreage. On October 6, 1897, 35 acres of land was dedicated as Fairmount Park and on April 9, 1898, the park officially opened.

Over the course of time additional land was donated to expand the park. While working on the development of the 1915-16 Panama-California Exposition in San Diego (today Balboa Park), the Olmsted Brothers, sons of the nationally recognized landscape architect Frederick Law Olmsted, were commissioned by Mayor S.C. Evans Jr., the City Council, and the Parks Board to develop a plan for Fairmount Park. The plan was to include but not limited to modification to the existing lake, new roadways, trees, and a swimming pool. The Olmsted plan was submitted to the city in June 1911. The entirety of the Olmsted plan was not completed at that time but was reintroduced in 1923 with the expansion of Lake Evans.

Fairmount Park was designated as City Landmark #69 on December 18, 1985. The information summarized above is only a small excerpt of Fairmount Park's history. The full history is included in the attached designation staff report, 2002 Cultural Resources Report, and Fairmount Park: Riverside Treasure by Patricia Stewart (2005). The Landmark Resolution specifies that the designation includes all publicly visible elements of the park, including, but not limited to, the configuration of the lakeshores, the Fairmount Park Bandshell, the Fairmount Park Golf Course, the grounds of the Riverside Lawn Bowling Club, the Fairmount Park Rose Garden, the Food Machinery Corporation "Water Buffalo", Union Pacific Engine No. 6051, and the three Mission Revival restroom buildings.

The team

The ideal consultant, or team, will consist of landscape architects, environmental consultants, and other professionals who are familiar with the Riverside community, golf course design, traffic design, Olmsted historic cultural resources, and hydrology/water resources.

Administration of project

Assume biweekly meetings with the project manager and monthly meetings with an internal team of about 6 comprised of representatives from other departments. Meetings can be in person or virtual on Teams.

Schedule and fee

Propose a schedule to complete these tasks and a fee for included services. Alternate services can be included.

The Fairmount Park Master Plan is funded with State and Local Fiscal Recovery Funds as authorized by the American Rescue Plan Act (ARPA). The City requires the Master Plan to be completed by June 30, 2026 to meet spending deadlines for this grant.

The California Environmental Quality Act/National Environmental Policy Act compliance work and topographic survey work will be additive scope of work items. Please ensure the cost for this work is provided as separate sums and breakdowns.

Scope

The selected consultant will:

Research

- Evaluate the existing conditions including a detailed site survey.
- Consider current deferred maintenance efforts and projects.
- Evaluate the original 1911 Olmsted Brothers Plan.
- Evaluate past studies and evaluations of the park.
- Conduct an analysis of the changes that have occurred over time.
- Coordinate with the River District Feasibility Study and activation of the former Armory that is ongoing.
- Coordinate with the Riverside Gateway Parks Master Plan for Camp Evans (<https://27q.a87.myftpupload.com/wp-content/uploads/2023/01/2022-1207-Camp-Evans-Master-Plan-update.pdf>)

Community Input

- Work with city staff to convene approximately six stakeholder meetings comprised of approximately a dozen interested community members. The stakeholders might include local historians, and representatives from the chamber of commerce, golfers, lawn bowling club, sailing club, rosarians, Boy Scouts of America, and the Downtown Area Neighborhood Alliance (DANA).
- Assist the city to conduct a community input process including surveys of park patrons and social media outreach.
- Assume one community meeting with the local indigenous tribes.
- Include 5 public presentations to commissions, boards, and/or council.

Hydrology

- Acknowledge the hydrologic function of the park and coordinate with the University Wash Improvement effort that is ongoing and being paid for by the RCFCF.
- Coordinate designs with the historic Lily Pool proposed in the Olmsted design that shall be designed and restored with the University Wash Improvement Project.

- Consider the addition of usable sand beaches near the lakes or other uses that promote the use of the lakes.
- Recognize the return of pedal boats to the lakes and the continued enjoyment of fishing.
- Evaluate the development of a manmade stream adjacent to Market Street originating near Ridge Road and terminating at the historic lily pool and Fairmount Lake. Lake water could be pumped to this stream to promote water aeration and add to the parklike setting.

Amenities

- Consider the enhancement of current amenities including, but not limited to the lakes, rose garden, armory, boat house, Izaak Walton building, lawn bowling center, playgrounds, and open spaces.
- Recommend potential uses and renovation of auxiliary buildings throughout the park. Recommend how these small buildings can be restored and activated such as coffee shops, bike rentals, etc.
- Consider new amenities such as additional buildings or recreational facilities that might be proposed by the taskforce and community.
- Propose a reconfiguration of the existing tennis courts, maintenance yard, and adjacent vacant land.
- Coordinate with Boy Scouts of America on the re-establishment of Boy Scout Camp west of Evans Lake.
- Conceptually design a new amphitheater and the expansion of the existing bandshell to include green rooms, audio visual, lighting, and sound.
- Complete a golf course redesign and alignment to maximize the use of vacant land south and west of the current golf course and to incorporate a facility such as Top Golf.
- Explore the use of north hill as a geologic interpretive/educational amenity or other uses.

Utilities

- Conduct a high-level utility study and recommend additional needed utilities based on Master Plan recommendations.

Design standards

- Recommend general design standards for future improvements based on historical research and community input. The expectation is general recommendations such as 'craftsman' with some general color, design, and material recommendations for site furniture, flatwork, and signage. Plant palettes, details, and brand name amenities are not expected.

Circulation

- Articulate and recommend improved circulation of the park for motor vehicles, pedestrian, bicycle, and skateboard.
- Recommend better parking lot configuration and the option of temporary parking lots, parking structures and/or paid parking.
- Consultant will recommend strategies to manage parking at Fairmount Park with the Parking Access Revenue Control System (PARCS) currently used at the City's parking garages, and/or other electronic access systems as reviewed by the Parking Services Division. Redesign the entrances of the park:
 - Consider the alignment and condition of the road to serve the Bubbling Wells housing development and redesigned golf course.
 - Redesign the entrance near the armory and tennis courts to direct traffic and better utilize the property.
 - Consider blocking existing extraneous vehicular entrances to the park.

Vacant Land

- Evaluate underutilized land within the park.

Adjacent Properties

- Propose synergies with adjacent uses and properties.

Future Opportunities

Once the Fairmount Park Master Plan and cost estimates are completed, the city will be in a stronger position to apply for grant funding and request private sponsorship to make future improvements to the park. It is the goal of PRCSO to list this resource on the National Register at a later time.

Deliverables

- Historic report including current and past uses. Use the State Office of Historic Preservation's guidance and format for writing Historic Contexts at https://ohp.parks.ca.gov/?page_id=23317 and NPS Guidelines for Local Surveys at https://www.nps.gov/subjects/nationalregister/upload/NRB24-Complete_Part1t.pdf
- Basemap of entire park with a focus map of the Historic Core.
- Based on input from the stakeholders and community, prepare three opportunities concepts for the enhancement of the park.
- Prepare a final master plan of the park based on stakeholder and community input, including a document summarizing the park master planning process, inventory, analysis, rationale for design recommendations, and documentation/tabulation of outreach and stakeholder events.
- Complete cost estimates for all the individual opportunities.
- Recommend procedures for each proposed opportunity that might include environmental, regulatory agency permits, utilizes, etc.
- **Additive Scope of Work:** Topographic survey, including tree locations. The City has a tree inventory for Fairmount Park and can provide the GIS data to the project team.
- ~~**Additive Scope of Work:** Combined California Environmental Quality Act/National Environmental Policy Act Environmental compliance and documentation, including all technical surveys, reports and studies for:~~
 - ~~Program level California Environmental Quality Act (CEQA) compliance for the entire park master plan area.~~
 - ~~Project level CEQA compliance for golf course, armory, and amphitheater~~
 - ~~National Environmental Policy Act (NEPA) compliance for armory to comply with federal Department of Housing and Urban Development Community Project Funding (CPF) grant requirements~~
- **Additive Scope of Work:**
 - Boundary Map
 - Encumbrance Map

Exclusions

Resource agency permits will not be completed as part of this effort.

Registration on the National Register will not be part of this effort and will be pursued at a later time by the city.

Statement of Understanding and Approach

Cultural Landscape Approach

MIG has specific expertise in cultural landscape preservation planning and design, including designed landscapes, historic sites, and vernacular landscapes. Our work is guided by the principle that landscape preservation requires managing rather than halting change. In particular, we strive to strengthen the historic character of properties and communities by defining their intrinsic historic qualities, respecting those qualities in the design process, and recognizing that landscapes are dynamic in nature. Through this principle, we embrace new approaches and uses deliberately and strategically to retain the relevance and vitality of a beloved place.

We understand that the City of Riverside (“City”) wants to chart a path to enhance Fairmount Park, increase activities, and preserve its historic integrity. We also understand that over time stresses build, users shift, needs change, historic features wear down, trees grow old and die, floods happen, inappropriate features are added, and all these changes impact the park. The City has identified multiple issues that this plan should address, each of which requires in-depth content area expertise. These include Fairmount Park’s infrastructure, circulation and parking, hydrology, and natural and historic resources.

MIG’s interdisciplinary team includes the depth and breadth of content knowledge that Fairmount Park needs, giving us a strong foundation to recommend improvements, interventions, policies, and management approaches to sustain and manage Fairmount Park in the coming years to retain its position as a regional destination. Our decades of experience implementing, monitoring, and learning from high-performance landscapes have gained us a deep understanding of how to design for long-term maintenance and practical stewardship. At the same time, our encounters with creative people and resilient natural systems makes us optimistic about the power of design to steadily improve the communities where we work. Our approach is based on four principles:

- 1. Embrace complexity.** The challenges facing the contemporary built environment demand an enthusiastic embrace of complexity. By addressing multiple demands with elegant solutions, we go beyond problem-solving to create holistic and resonant places.
- 2. Cross-pollinate disciplines.** In nature, hybridization leads to vitality and resilience. We believe that the same applies to design practice. We seek out interdisciplinary and cross-disciplinary collaboration to facilitate rapid understanding and do meaningful work.

- 3. Engage with communities and ecosystems.** We work with communities to actively listen to their concerns and aspirations. We also dive deep into each place’s ecological context and history. With this knowledge, we develop designs for the built environment that respect and nurture a community’s intrinsic natural and cultural assets.

- 4. Design for durability and value.** We constantly strive for solutions that provide enduring value to our clients, collaborators, and communities. From initial concepts through implementation, we are focused on how places can be effectively cared for over the long haul.

Tribal Coordination

MIG’s Native Nation Building Studio is guided by our understanding that lands are critical to Native Nations and their future generations. Through our work, we aim to help strengthen Indigenous people’s connections to land, make those connections visible, and take advantage of every opportunity we have to physically reconnect Indigenous people to the land, fostering a sense of belonging and connection.

The RFP calls for one community meeting with local Indigenous tribes beyond AB52 consultation. Knowing that there was a Cahuilla village at what is now Fairmount Park, this one meeting can help us understand some of the cultural history and connections that are associated with this place and can help articulate Indigenous aspirations and needs related to this land. It is just the start to establishing, rebuilding, and strengthening relationships between the City and Indigenous people and truly reconnecting the people back to this land in a deeper way than just ticking the box for consultation. MIG believes that Native communities should be able to tell their own stories, so our approach is to listen and learn. We then translate the needs, desires, and priorities of the Native communities we serve, helping balance informed decisions in setting direction for continued stewardship and recognition of Native lands.

CEQA/NEPA Compliance

If approved as an Additive Line item, MIG will prepare and process environmental compliance documentation for the park project under both the California Environmental Quality Act (CEQA) of 1970 and the National Environmental Policy Act (NEPA) of 1969.

The CEQA document is anticipated to be an Initial Study (IS) in support of a Mitigated Negative Declaration (MND) based on our assumption the Master Plan (MP) will minimize many of its potential environmental impacts through thoughtful environmental design. MIG will utilize all of the various studies and analyses that will contribute to the Master Plan document, including grading, hydrology, water quality, and traffic. MIG will also prepare brief technical memoranda on potential impacts of the park project related to biological resources per the MSHCP, air quality, health risks, greenhouse gas emissions, and noise. Additional studies on cultural resources of the park as well as its traffic impacts will be addressed in technical studies prepared by subconsultants on MIG's team as part of the Master Plan process (e.g., traffic VMT impacts will be assessed using the City's 2020 Traffic Impact Analysis Guidelines for Vehicle Miles Traveled and Level of Service Assessment).

The CEQA scope of work assumes that all potential projects can be mitigated to less than significant levels. If the IS/EA determines that one or more CEQA project impacts are significant, an EIR would be required and additional scope/fee will be needed.

MIG will also assist the City with NEPA in compliance regarding changes to the federal Armory Building on the park site. As per HUD requirements, MIG proposes to prepare an Environmental Assessment (EA) with the decision document being a Finding of No Significant Impact (FONSI). MIG will utilize HUD's Environmental Review Online System (HEROS), which is a web-based system for Responsible Entities to prepare and manage their Environmental Review Records. The HUD Environmental Compliance webpage indicates HEROS applies to all environmental reviews for HUD-assisted projects, including the proposed Armory Building rehab. MIG will also address the most current NEPA guidance issued by the Council on Environmental Quality, including climate change and social justice.

MIG will prepare a detailed joint IS/MND and EA/FONSI document (IS/EA). After City staff review, MIG will prepare a public draft IS/EA and circulate it for public review for 30 days, along with the required public and agency notices for both CEQA and NEPA. MIG will prepare responses to public and agency comments on the IS/MND and prepare a Final MND and Mitigation Monitoring Plan to comply with the City's CEQA requirements, including filing documents and notices with the County Clerk and State Clearinghouse. MIG will prepare and process the EA/FONSI with appropriate consultation and notices via the Federal Register.

However, for the base scope, MIG will prepare the following: Once a draft of the Master Plan has been prepared, MIG will review all technical data and reports in light of the draft Master Plan to identify the most appropriate CEQA and NEPA compliance documents, as well as specific environmental permits and approvals that would be necessary to implement the Master Plan. MIG would also identify the approximate schedules and costs for these various documents and permits so the City would have a comprehensive understanding of the appropriate regulatory steps after completion of the Master Plan document.

Hydrology

Fairmount Park hosts three unique lakes (Fairmount Lake, Lake Evans, and Brown Lake), each with distinct desired uses and issues impacting those uses. These lakes are central to the visual character of the park and provide aesthetic and recreational enjoyment such as fishing, sailing, and paddle boating. The lakes also serve as the downstream terminus of University Wash Channel, which conveys stormwater runoff from the Springbrook Wash and University Wash drainage basins within the University Area. As such, the development of a Master Plan for the park must consider 1) how to maintain and restore conditions in these lakes to support desired recreational and ecological usages, and 2) the existing and future hydrologic and hydraulic influences of the upstream flood control infrastructure. Herrera has a successful history of creating management plans for urban lakes that consider the unique stressors they face, such as stormwater pollution, sedimentation, invasive species, altered hydrology, and popular recreational uses.

A unique concern for the Fairmount Park lakes is avian botulism, which caused bird die-offs in 2011 and 2024. Avian botulism is associated with low-dissolved oxygen, caused by the decay of organic material (such as algae). The 2010 Fairmount Lake Assessment did not directly address algae blooms or the abundance of nutrients that cause them. Managing algae in the Fairmount Park lakes is an important strategy to combat unsightly blooms and noxious odors, depleted oxygen, blue-green algae toxins, and avian botulism.

To develop an updated and useful lake management plan, we will first start by reviewing available data since the publication of the 2010 Fairmount Lake Assessment, including environmental monitoring, changes in groundwater availability, and what recommended management actions have been implemented (e.g., Solar Bees, dredging). We may recommend collection of additional lake and watershed data to support characterization of the current ecology of the lakes and the sources and pathways of nutrients.

The City is also currently undertaking a parallel project to improve the portions of University Wash within Fairmount Park between Market St. and Fairmount Lake (University Wash project). Goals for the University Wash project include increasing the flood conveyance capacity of University Wash, reducing backwater conditions, potential storm drain infrastructure modifications within the park, pedestrian access improvements, and the restoration of the historic Lily Pool near Fairmount Lake. Given the direct connection between University Wash hydrology and Fairmount Lake conditions, it will be important to coordinate with the City on the ongoing design of the University Wash project throughout park master planning. Specifically, we will use our in-depth familiarity with the park conditions and University Wash hydrology to ensure that both projects are compatible; and sustainable; and consider the holistic hydrology, water quality, ecology, and recreational aspects of the site.

Using the best available data and Herrera's decades of lake management experience, with the MIG Team will develop a management approach to achieve the desired uses of the lake by efficient investments of resources to protect human and environmental health. Potential solutions for the Fairmount lakes include in-lake management techniques, like oxygenation and chemical phosphorus inactivation, and watershed management actions like stormwater treatment, siltation basin retrofits, and sediment management strategies (in coordination with the University Wash Project). The technical approach will be integrated with the overall Fairmount Park Master Plan, so multiple beneficial outcomes, such as park beautification and enhanced fishing, can be achieved.

Infrastructure

The MIG Team will request atlas maps from local sewer, water, electric and gas utility purveyors; and review City provided private sewer and water plans for the existing park. Based on this information, the MIG Team will plot approximate alignments of wet infrastructure in GIS format. To augment this data, the MIG Team will perform field reconnaissance (one site visit) with a focus on infrastructure components of the park with photo documentation.

After site reconnaissance, the MIG Team will evaluate the existing amenities and proposed enhancements/facilities, provide recommendations for utility upgrades, and identify data gaps and technical studies needed for future schematic design work. We will coordinate recommendations with HEC lake/hydrology analysis, as well as provide written recommendations for additional studies and field monitoring necessary to confirm capacity for preferred master plan. This includes budget for a dry utility consultant to perform assessment of electricity and gas as part of the high-level utility study. This dry utility assessment will be limited to obtaining and reviewing maps of the existing system, identifying where upgrades are likely necessary, and providing recommendations for future studies and phasing.

Mobility

The MIG Team will review and document the existing circulation network within the Park for all modes of travel (motor vehicles, pedestrians, bicycles, and skateboards). The existing paths of travel for each mode will be evaluated to identify conflict points, gaps in facilities, connectivity to points of interest, and safety. Based on this analysis, the MIG Team will develop an opportunities and constraints map. Finally, the project team will provide a list of recommendations on how the circulation network within the Park can be improved.

The MIG Team will review and document the existing parking facilities within the Park, including the number of parking lots and the total number of spaces within each lot. Parking occupancy counts are not assumed in the analysis. The MIG Team will review the existing parking layouts within the project lots and provide high level recommendations on how they can improve. The MIG Team will also provide a high level review of the opportunities for paid parking and the implementation of parking structures within the Park. This review will include planning level cost estimates for structured parking, operation and maintenance costs, and the high level feasibility of charging for parking within the Park using the City's Parking Access Revenue Control System (PARCS), or similar technologies.

The MIG Team will review the Park's access points and provide high-level recommendations on how they can be reconfigured to better service the Park's needs. We will consider the alignment and condition of the road to serve the Bubbling Wells housing development and redesigned golf course. The MIG Team will also develop concepts on how the entrance near the Armory and tennis courts can be reconfigured to direct traffic and better utilize the property. Finally, we will evaluate the potential for blocking existing extraneous vehicular entrances to the Park.

EXHIBIT "B"
COMPENSATION



City of Riverside | Fairmount Park Master Plan

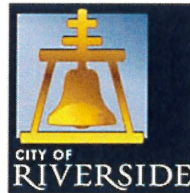
estimated project cost

		MIG, Inc.										Subconsultants (include direct costs)			MIG Direct Costs		Professional Fees Totals		
		Richard Barrett	Laurie Matthews	Allison Lee	Jennifer Zall	Oscar Johnson	Jose Leal	Fernanda Suarez	Bob Prasse	Betty Kempion	Kent Norton	Frances Carrillo	MIG Totals	Fuscoe Engineering	Herrera Hydrology	Intersecting Metrics	Sub Totals	MIG	
		Principal-in-Charge/Project Manager	Cultural Landscape Specialist	Cultural Landscape Specialist	Project Landscape Architect	Landscape Architect	Principal Director of Tribal Nations Studio	Senior Project Associate	Director of Environmental Services	Senior Biologist	Senior Project Manager	Project Accountant/Administrator		Civil Engineer	Hydrologist	Hydrologist			
		Hrs@ \$205	Hrs@ \$175	Hrs@ \$165	Hrs@ \$215	Hrs@ \$195	Hrs@ \$225	Hrs@ \$120	Hrs@ \$240	Hrs@ \$160	Hrs@ \$165	Hrs@ \$180		70 Hours \$105-\$200/Hr	128 Hours \$200-\$210/Hr	100 Hours \$150/Hr			
Task 1: Project Initiation & Management																			
1.1	Project Initiation & Management	\$0	\$0	\$0	\$0	\$6,240	\$0	\$2,880	\$0	\$0	\$0	\$15	\$17,450	\$0	\$0	\$0	\$0	\$0	\$17,450
	Subtotal	\$5,830	\$0	\$0	\$0	\$6,240	\$0	\$2,880	\$0	\$0	\$0	\$15	\$17,450	\$0	\$0	\$0	\$0	\$0	\$17,450
Task 2: Research																			
2.1	Research	\$0	\$8,750	\$7,920	\$0	\$0	\$0	\$2,880	\$0	\$0	\$0	\$0	\$122	\$0	\$0	\$0	\$0	\$0	\$21,975
	Subtotal	\$0	\$8,750	\$7,920	\$0	\$0	\$0	\$2,880	\$0	\$0	\$0	\$0	\$122	\$0	\$0	\$0	\$0	\$0	\$21,975
Task 3: Community Input																			
3.1	Community Input	\$4,240	\$0	\$0	\$0	\$1,120	\$11,700	\$2,400	\$0	\$0	\$0	\$0	\$104	\$0	\$0	\$0	\$0	\$0	\$26,460
	Subtotal	\$4,240	\$0	\$0	\$0	\$1,120	\$11,700	\$2,400	\$0	\$0	\$0	\$0	\$104	\$0	\$0	\$0	\$0	\$0	\$26,460
Task 4: Hydrology																			
4.1	Hydrology	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000	\$15,000	\$0	\$15,000	\$0	\$15,000
	Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000	\$15,000	\$0	\$15,000	\$0	\$15,000
Task 5: Amenities																			
5.1	Amenities	\$7,950	\$0	\$0	\$24	\$5,160	\$1,560	\$1,920	\$0	\$0	\$0	\$0	\$78	\$0	\$0	\$0	\$0	\$0	\$16,590
	Subtotal	\$7,950	\$0	\$0	\$24	\$5,160	\$1,560	\$1,920	\$0	\$0	\$0	\$0	\$78	\$0	\$0	\$0	\$0	\$0	\$16,590
Task 6: Utilities																			
6.1	Utilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,000	\$17,000	\$0	\$17,000	\$0	\$17,000
	Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,000	\$17,000	\$0	\$17,000	\$0	\$17,000
Task 7: Design Standards																			
7.1	Design Standards	\$4,240	\$0	\$0	\$0	\$1,560	\$1,920	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,720
	Subtotal	\$4,240	\$0	\$0	\$0	\$1,560	\$1,920	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,720
Task 8: Circulation																			
8.1	Circulation	\$1,060	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000	\$15,000	\$0	\$15,000	\$0	\$16,060
	Subtotal	\$1,060	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000	\$15,000	\$0	\$15,000	\$0	\$16,060
Task 9: Vacant Land																			
9.1	Vacant Land	\$2,120	\$0	\$0	\$0	\$780	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,900
	Subtotal	\$2,120	\$0	\$0	\$0	\$780	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,900
Task 10: Adjacent Property																			
10.1	Adjacent Property	\$1,060	\$0	\$0	\$0	\$780	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,840
	Subtotal	\$1,060	\$0	\$0	\$0	\$780	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,840
Task 11: Future Opportunities																			
11.1	Future Opportunities	\$1,060	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,060
	Subtotal	\$1,060	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,060
Task 12: Master Plan Report																			
12.1	Draft Plan Report	\$9,010	\$7,000	\$5,280	\$0	\$1,560	\$0	\$6,660	\$480	\$320	\$5,280	\$0	\$206	\$0	\$0	\$0	\$0	\$0	\$35,590
12.2	Final Plan Report	\$5,465	\$1,400	\$5,280	\$0	\$780	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,645
	Subtotal	\$14,475	\$8,400	\$10,560	\$0	\$2,340	\$0	\$6,660	\$480	\$320	\$5,280	\$0	\$206	\$0	\$0	\$0	\$0	\$0	\$43,235
	SUBTOTAL	\$42,035	\$17,150	\$13,200	\$24	\$16,380	\$2	\$11,700	\$156	\$18,660	\$2	\$480	\$2	\$17,000	\$15,000	\$15,000	\$47,000	\$7,425	\$187,190
5% Markup (on Subconsultants and Direct Costs)																			\$2,810
Task 13: ADDITIVE ITEMS																			
13.1	Topographic Survey																		\$40,000
13.2	Boundary Map																		\$13,000
13.3	Encumbrance Map																		\$37,000
	ADDITIVE SUBTOTAL																		\$87,000
TOTAL PROJECT COST																			\$92,000
GRAND TOTAL																			\$282,000

EXHIBIT "C"

KEY PERSONNEL

Organizational Chart



PROJECT MANAGEMENT

Richard Barrett, *Principal-in-Charge / Project Manager*
 Oscar Johnson, *Deputy Project Manager*

FIRM DESIGNATION:
MIG
Fuscoe
Herrera
 Intersection Metrics



LANDSCAPE ARCHITECTURE

Richard Barrett
 Jennifer Zell
 Oscar Johnson
 Fernanda Suarez



COMMUNITY ENGAGEMENT

Richard Barrett
 Jennifer Zell
 Oscar Johnson



HISTORIC PRESERVATION/ NATIVE NATIONS INTERFACE

Laurie Matthews
 Allison Lee
 José de Jesús Leal



CIVIL ENGINEERING

Sue Williams



TRANSPORTATION ENGINEERING

Stephen Cook



ENVIRONMENTAL AND HYDROLOGY RESOURCES

Bob Prasse
 Betty Kempton
 Kent Norton
Tim Clark
David Cortese