

## PROFESSIONAL CONSULTANT SERVICES AGREEMENT

RJM DESIGN GROUP, INC.

Comprehensive Park, Recreation and Community Services Master Plan  
(2928 Acres of Park Land, 62 Park Sites, 18 Centers) (RFP No. 1664)

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation and RJM DESIGN GROUP, INC., a California corporation ("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 Comprehensive Park, Recreation and Community Services Master Plan (2928 Acres of Park Land, 62 Park Sites, 18 Centers) (RFP No. 1664) ("Project"). Consultant shall perform the Services in accordance with the provisions and requirements of the following Contract Documents: City of Riverside Parks, Recreation, and Community Services Department Request for Proposals for the Project, dated November 19, 2016, including Addendum No. 1 dated December 29, 2016, this Agreement and all other documents, maps, texts and items referred to in the foregoing documents. The specific terms and conditions of this Agreement shall control and have precedence over any contradictory or inconsistent terms and conditions included in the other Contract Documents and shall be controlling in questions of interpretation.

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until 500 days from the date of execution of this Agreement, 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 Four Hundred Twenty-Four Thousand Nine Hundred Fifty-Eight Dollars (\$424,958), 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: Randy McDaniel  
6927 Magnolia Avenue  
Riverside, CA 92506

To Consultant

RJM Design Group, Inc.  
Attn: Zachary Mueeting  
31591 Camino Capistrano  
San Juan Capistrano, CA 92675

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](http://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. 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 a court of competent jurisdiction in the 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. This agreement shall be governed, construed, and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules.

29. **Attorneys' Fees.** 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.

30. **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, 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.

31. **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.

32. **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.

33. **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.

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. This AGREEMENT may be executed in one or more counterparts, each of which shall constitute an original and all of which shall be one and the same agreement.



36. **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

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

CITY OF RIVERSIDE, a California  
charter city and municipal corporation

By: \_\_\_\_\_  
City Manager

Attest: \_\_\_\_\_  
City Clerk

Certified as to Availability of Funds:

By: \_\_\_\_\_  
Finance Director

Approved as to Form:

By: \_\_\_\_\_  
~~Chief Assistant~~ City Attorney  
Deputy

RJM DESIGN GROUP, INC.,  
a California corporation

By: \_\_\_\_\_  
Robert J. Mueeting  
[Printed Name]  
President  
[Title]

By: \_\_\_\_\_  
Anita Weaver  
[Printed Name]  
CFO  
[Title]



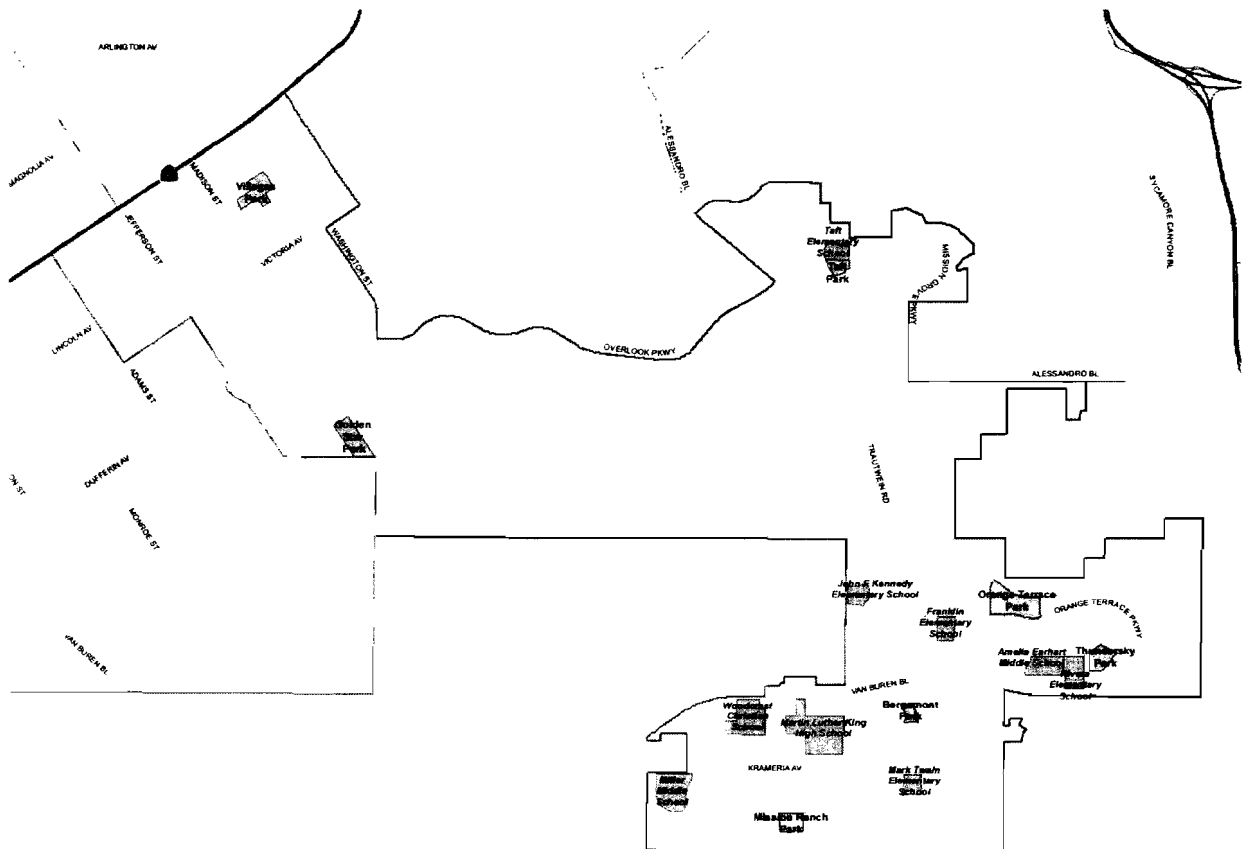
**EXHIBIT “A”**

**SCOPE OF SERVICES**



RFP #1664 - Riverside Comprehensive Park, Recreation & Community Services Master Plan

# 4. Work Plan May 22, 2017





## **TASK 1**

### **GENERAL REQUIREMENTS**

The Comprehensive Park, Recreation and Community Services Master Plan is anticipated to be adopted by the spring of 2018. RJM Design Group will provide the methodology and framework to achieve this goal by assisting City Staff in developing a Park, Recreation and Community Services Vision through 2030.

Throughout the following scope of work, we have outlined tasks that will help ensure the final planning document is consistent with the City's General Plan, 2003 Park System Master Plan, and Citywide Design Guidelines. The final product will be a complete, non-conflicting, community driven, comprehensive master plan.

#### **Task 1.1 Meetings**

Highlighted in the Request for Proposals (No. 1664) the following minimum meeting requirements will be organized by the RJM Design Team:

- (1) meeting/month for the project period with City staff and executive staff leadership
- (8) public meetings will be organized by RJM Design Group (in addition to those outlined in other tasks) with the following breakdown:

- (2) Park Commission
- (2) Youth and Community Services Committee
- (2) Miscellaneous Commissions/Boards
- (2) City Council

Additional meetings outlined in Task 3 include:

- (7) Community workshops (one per ward)
- (1) Council and Business Partnership workshop

Additional task meetings the RJM Team is proposing:

Consultants will work with City Staff to identify and schedule four (4) focus group meeting

Consultants will work with City Staff to identify and schedule twelve (12) one-on-one stakeholder interviews

#### **Task 1.2 Master Plan Document**

RJM Design Group will compile findings from project components into one summary document, which will address the scope of the Comprehensive Park, Recreation and Community Services Master Plan. Additionally RJM will develop an appendices document containing all the technical reports, resources, and community outreach data used in developing the final Master Plan Document. The final document will include an Executive Summary and Summaries for the following chapters of the Master Plan.

Park System Facility Inventory integrated into a GIS Dataset (Task 2)

Demographic Analysis Profile (Task 3)

Community Survey Report (Task 3)

Recreation Facilities & Services Action Plan (Task 4)

Capital Improvement Plan – 2030 (Task 5)

Maintenance Management Plan (Task 6)

Park Land Acquisition & Development Policies Manual (Task 7)



Update 2005 Financial Strategy Plan incorporating 2030 Vision (Task 8)

As outlined in the scope of services, the RJM Team shall develop a Comprehensive Park, Recreation and Community Services Master Plan draft document and submit to the City for review.

Following a City Staff review, RJM will conduct a meeting with City Staff to review and discuss refinements. Upon receipt of one set of non-conflicting comments from the City, we will revise the document as appropriate.

The RJM Team will then incorporate City refinements and submit the Second Draft Master Plan Draft for staff review. Once the Second Draft has been reviewed and non-conflicting comments are received, a final Draft Master Plan will be developed and formatted for delivery.

Our Team will prepare a PowerPoint to present the Comprehensive Park, Recreation and Community Services Master Plan draft to City Council.

#### Task 1.3 Executive Summary

RJM shall develop an "Executive Summary" for the Master Plan report. Summary narratives will also be included within each major section of the Master Plan report.

#### Task 1.4 Deliverables

RJM Design Group will provide (15) copies for staff four (4) weeks before City Council presentation. Upon approval, RJM Design Group will provide fifteen (15) professionally bound copies and fifteen (15) pdf DVDs of the approved Comprehensive Park, Recreation and Community Services Master Plan.

#### Task 1.5 Documents Provided by the City

The RJM Team will review related documents pertinent to the development of the Master Plan, generating a database of existing resources to be referred to in subsequent tasks. Documents anticipated to be provided by the City of Riverside include:

General Plan 2025

2003 Park System Master Plan

Citywide Design Guidelines

Measure C

Proposition R

Area Specific Plans

Sycamore Canyon Wilderness Park Management Plan

Other plans which may affect Master Plan decisions and recommendations (to be determined in coordination with City staff and the Master Plan team)

Policies, zoning ordinances and land division ordinances

Existing City budget, Capital Improvement Program, 2005 Park Financial Strategy Plan

The City will also provide the use of existing City maps, aerials, GIS dataset and AutoCAD base map for design and reproduction purposes



## TASK 2

### RECREATION, SERVICES AND PARK FACILITY INVENTORY

#### Task 2.1 Park Inventory

RJM Design Group will provide an inventory and assessment of existing recreational programs, services and facilities provided for and accessible to the public. We will identify select private programs, services and facilities that fulfill a unique recreation niche in the community in order to provide a complete picture of recreation in the community. Private facilities that are not available to the general public (due to fees, membership, etc.) do not typically fulfill public recreation needs. RJM Design Group will collaborate with City staff and our GIS team members to compile a comprehensive inventory of existing recreational facilities throughout the community. City parks, recreation facilities, as well as other private organizations the city has joint use agreements with may be included in the inventory. We anticipate the following to be included in the inventory:

- Existing public and joint-use recreational facilities within the City's sphere of influence
- Existing trail, greenbelt, natural and other green infrastructure resources which are being used for access, recreational, habitat and open space purposes
- Land (opportunity sites) that can serve as potential park system acquisitions and/or parks development opportunity within the community (represented as a GIS polygon dataset)
- Identify ADA access barriers to parks, facilities and services (represented as GIS point dataset)
- Identify City owned park recreational amenities (represented as GIS point dataset layers per program) – data will be collected relevant to existing condition, service level, lifecycle cost and service area

Parks will be inventoried based on the Riverside General Plan 2025 as summarized here:

- Local Parks
- Pocket Parks ( i.e. Swanson Park)
- Neighborhood Parks (i.e. Mission Ranch)
- Community Parks (i.e. La Sierra Park and La Sierra Community Center)
- Special Use Parks (i.e. Don Derr Park)
- Reserve/Open-Space Parks (i.e. Fairmount Park)

#### Task 2.2 Social Services and Recreation Program Inventory

The RJM team will work closely with City staff to evaluate the existing levels of parks, recreation facilities, trails, and open space, including joint-use sites or other pertinent areas in the City and its sphere of influence. One-on-one interviews with City-selected stakeholders such as City Councilmen, Parks and Recreation Commissioners, School District Supervisors, and City Staff are an important part of this process. These one-on-one interviews provide the opportunity to seek insight into the City's values, strengths, weaknesses, and distinctive competencies as well as to identify any private sector and/or non-profit organizations and their capabilities to compete or collaborate with the City in delivery of services. These interviews lay the ground work for an engaging and active public planning process. Consultants will work with staff to identify interviewees. Estimate twelve (12) interviews to be conducted over the course of two days. The result of this effort will assist in determining the adequacy of the current social service and recreation opportunity for all City residents.



### Task 2.3 GIS Inventory

All GIS Inventory items shall be provided in GIS format presented as storyboards and made available for City's GIS Department use.

## **TASK 3**

### **COMMUNITY NEEDS SURVEY**

#### Task 3.1 Community Profile

Understanding the recreation needs and preferences of City residents first depends upon an understanding of the population and its demographic characteristics. Steps in this process involve a review of data regarding the City's population base as defined in the 2000 and 2010 Censuses as well as the most recent American Community Survey. Current estimates of key variables can also be obtained from the California Department of Finance. As available, demographic data regarding age, household size, ethnic profile and income characteristics will be used in the analysis. Trends in these measures, that tend to be highly correlated with recreation patterns, will be examined.

Today's decisions regarding recreation facilities and programs need to accommodate both population growth as well as change in demography. The historic data will be analyzed and projections of future population will be compiled using information and input from other agencies (e.g. SCAG, etc.) and City staff. This evaluation will provide estimates of the current population base and projections of future growth.

Detailed demographic data regarding such variables as age, presence of children, ethnicity, household size, and income characteristics will be analyzed in order to identify special populations such as seniors, teens, preschoolers, etc. for use in the recreation facility demand analysis. Special attention will be given to any sub-groups of the population that show unusual trends of change.

#### Task 3.2 Community Meetings

An integral component in the creation of a collaborative vision and mission for the Master Plan is our utilization of a carefully organized public workshop process. The Riverside community will be offered a series of opportunities to participate in the workshop process. These workshops allow for public updates and information sharing about the planning process. The community feedback from the workshops will provide important input to the prioritization of future parks, recreation, trails, and open space development in the City. RJM shall plan and conduct seven (7) community workshops (one for each ward of Riverside) to allow maximum community participation. This workshop process will clarify and augment the identified desires of the community developed through other public planning tools. Most importantly, this workshop methodology is designed to arrive at consensus regarding the priorities perceived by the public for improvements to the Park Facilities and Programs.

Each community workshop includes up to a three-hour session, inclusive, for up to 50 participants. We propose to work closely with City Staff to organize and further define the approach to be used in this process. City staff will be responsible for the promotion of the workshops, facility and equipment coordination, and provision of staff to assist with the workshops. RJM will provide staff training on how to work within groups as a scribe and/or facilitate individual groups. Number of staff needed is coordinated with consultant team no less than two (2) weeks prior to the workshop.

In tandem with the community workshops, focus groups with selected stakeholders from the community such as key Youth Sports Groups, community leaders, school district personnel, etc. will further benefit the



development of the Master Plan. These focus groups give insight into the community's values, strengths, weaknesses, unique attributes, distinctive competencies, and initiatives as well as to identify any private sector and/or non-profit organizations and their capabilities to compete or collaborate with the City in delivery of recreation services. This process lays the groundwork for an engaging and active public involvement process.

The RJM Team will work with City Staff to identify and schedule a minimum of four (4) focus groups. Two organizations we believe to show potential for valuable collaboration with the City are the Assistance League of Riverside and the Community Access Center. As highlighted on their website, The Assistance League members and community volunteers give more than 40,000 hours of service each year, touching the lives of 10,000 at-risk children and teens. Riverside can coordinate with their team of men, women and teens committed to enhancing the lives of local children. The Riverside Commission on Disabilities could coordinate with the Community Access Center and provide opportunity for personal growth through recreation activities that enhance the quality of life for individuals of all abilities. Riverside, in collaborative efforts with non-profits, can increase the availability of summer programs, after school programs, independent living programs, and job training programs specific to its constituency.

RJM will also organize (1) City Council/Business Partnership Workshop in collaboration with City staff to help identify areas of potential partnership for public-private opportunities.

### **Task 3.3 Citizen Survey**

**Telephone Survey:** We recommend inclusion of a community-wide survey that is aimed at including the opinions, use characteristics, and preferences of a representative cross-section of the City's residents. The goal of such a representative survey is to generate unbiased, detailed and accurate data regarding the true current demand for recreation facilities and programs specific to the City.

The ability of the community-wide survey to provide a basis of information used to estimate current recreation needs of the City's residents is the result of the design of a custom survey questionnaire for the City. The subject areas of this survey will be developed through conversations with Staff and/or community stakeholders. Questionnaire topics may include, but are not limited to, selected demography and attitudes regarding recreation, willingness to pay, current usage patterns of community/neighborhood parks and recreation facilities and programs, and desires for service improvements. Profiles of users and non-users can also be developed and reasons for non-use explored. Most importantly, respondents can be questioned regarding how frequently they, and all members of their household, participate in the various activities that most commonly occur in local parks. The answers to this questioning will be used to develop current recreation activity rates specific to the residents of the City.

We recommend completion of 300 questionnaires among a random sample of City resident households, yielding an error margin of  $\pm 5.8\%$  at a 95% confidence level City-wide. The scope assumes a questionnaire length of 12 minutes with a maximum of five questions containing open end/other specify opportunities. This scope assumes that 92% of completed interviews will be completed in English while the remainder will be conducted in Spanish. Approximately 65% of interviews will be conducted via land-line telephones with the remainder conducted via cell phone.

This work effort will facilitate an understanding of the differences in recreation attitudes, patterns, and preferences of distinct population groups that comprise the City. Statistically reliable analysis of the results



of the survey questions may be available for a menu of respondent and response variables (e.g. ethnicity, presence of children, income, frequency of recreation facility or program use, etc.)

The RJM Team will prepare a written summary of the findings of the current survey and a comparison to the prior Master Plan survey research. These findings will include a detailed analysis of the results of each area of inquiry as well as differences in attitudes or recreation patterns that are apparent when examined by distinct population groups that comprise the City.

**Online Questionnaire** Internet-based questionnaire tools may be useful to offer additional opportunities for the community to become involved in the Master Plan process. While this technique would not supplant a statistically-valid Community-wide Survey, it would enhance public involvement. The survey questionnaire would be similar to the one used for the Community-wide survey and would have a maximum length of 12 minutes.

The City may choose to prepare email communications with the questionnaire link to known users of the facilities and programs as to further enhance outreach and potentially improve participation. The questionnaire will be made available in English and Spanish for two weeks.

To maximize the validity of the responses received, each completed questionnaire will be reviewed to assure that "speeders," "straight-liners" or other illegitimate questionnaires are not included in the final sample. Source IP addresses for the completed questionnaires will also be reviewed to identify multiple surveys completed at one address. At the completion of the survey period, RJM will tabulate and prepare an analysis of the responses received.

## **TASK 4**

### **RECREATION FACILITIES & PROGRAM SERVICE LEVELS ASSESSMENT & RECOMMENDATIONS**

#### **Task 4.1 Comparative Analysis**

RJM Design Group will research recreation trend information and the social and economic impacts of parks and recreation through resources such as American Demographics, Institute of the Future, CPRS, NRPA, the State of California Park and Recreation Department Needs Survey (2008), the CPRS Action Plan, Outdoor Industry Association Surveys, California Arts Council and others to complete a trends and implications report

Due to a City's unique geographic location, local weather and demographics no two cities are alike regardless of population and physical size. As such, participation rates and standards developed through our process are unique to each city we work with. RJM's innovative Demand Needs Assessment (DNA©) will evaluate and identify recreational needs specific to Riverside. In light of the current inventory of recreation facilities we will identify surpluses and deficiencies in existing parks and recreation-related facilities to serve the community as it exists now and with projections to 2030. The degree of need will be used as one criterion to help establish priorities in developing the Capital Improvements Plan.

One of the primary advantages to this methodology for determining need is that it provides a quantitative, unbiased evaluation of the surpluses and deficits in the City's park and recreation facilities, both currently and in the future. Thereby, special interest group needs are exhibited in the context of the entire spectrum of recreation needs and consensus is more readily obtained.



With an updated inventory, the information will be analyzed by service area to identify underserved neighborhoods or community planning areas. Finally, a mapping analysis will be developed to determine the distribution of recreation facility types throughout the City. The results will illustrate any gaps in balancing the equitable distribution of service and opportunities for all ages and income levels.

#### **Task 4.2 Preferred Provider**

An analysis of best possible providers of community and recreation facilities shall be provided. It will include an analysis of possible competition or duplication of services through other public and private service (when available to general public as described at the beginning of 2.1) and facility providers, and recommendations for minimizing duplication and/or enhancing possibilities for collaborative partnerships where appropriate.

#### **Task 4.3 Park Resources Assessment**

With an updated inventory, the information collected will be analyzed by service area to identify underserved neighborhoods or community planning areas. A GIS mapping analysis will be generated forming a foundation to determine the distribution of types of recreation facilities throughout the City. The RJM Team will work closely with City staff to determine projected service population areas and make parkland allocation recommendations within the urban growth boundary.

#### **Task 4.4 Recreation, Facilities, and Services Action Plan**

RJM will provide a Recreation, Facilities & Services Action Plan utilizing our experience in assessing existing facilities, programs and recreation services. Our team will evaluate the parks, recreation facilities, trails, and open space, including joint-use sites or other pertinent areas in the City and its sphere of influence. This snapshot of the supply of recreation facilities available to residents will include an assessment of current conditions, quality, capacity, and functionality for each facility. A facility inventory matrix will be developed to catalog the number of facilities by type and the amenities associated with each including indoor and outdoor facilities, acreage, facility attributes (game/practice, overlay/design use, field size or adult/youth, lighting, and surface.) Linkages within the City's neighborhoods will be evaluated along with continuity to neighboring cities in the region as well as county and state facilities. This inventory can later be compared with the responses received from facility user organizations to identify under-utilized facilities and the reasons for their lack of use.

An important component of assessing need is participant specific input. Our Sport Organization Questionnaire is a simple way of collecting such data. Soliciting the attitudes and perceived needs of community stakeholders is an essential element for a successful Action Plan. A sports organization survey can not only achieve the objective of outreach to these community stakeholders, it further provides valuable information regarding facility usage, team size, recreation seasonality, and player volume that is most important in the foundation of the facility needs calculation. The RJM Team will provide a survey form containing questions relevant to the usage of City recreation facilities by sports organizations in the City through Survey123, an innovative online method utilizing GIS technology. This will provide our team with real time data as our team can analyze need geographically as soon as the survey is submitted. The results will then be tabulated and used to verify and update the participation rates in these sports for use in the demand analysis. We will also make a hard copy version available to the City would be responsible for distributing the forms and assuring that each group returns a completed survey.



RJM will prioritize site-specific projects, acquisitions and services in a list format considering funding opportunities, phasing, community priorities and our inventory analysis. This will be closely tied to the Capital Improvement Plan of Task 5.

## **TASK 5**

### **CAPITAL IMPROVEMENT PLAN THROUGH 2030**

RJM shall develop a complete plan outlining the park infrastructure improvements required to implement the Master Plan recommendations. The improvements will be generated from the previous analysis conducted including facility inventory, site analysis and assessment needs survey and Financial Strategy Plan. The Plan shall include specific real acquisitions/ improvement projects.

A comprehensive list of projects shall be provided including projects for all existing park sites as required for expansion and replacement of old infrastructure, redevelopment/ replacement of existing infrastructure, and build-out of undeveloped parks, acquisition and development of future park sites and adding new amenities to existing parks. Each project shall include a description, cost estimate, project duration and potential funding source.

The RJM Team shall further refine the list to create a 12 year priority CIP Plan and a detailed implementation schedule for the first 5 years, including priority projects. The plan shall take into account immediate and long-range budget projections, planning, staffing needs and operational resources.

## **TASK 6**

### **OPERATIONS & MAINTENANCE PLAN**

RJM shall develop a maintenance management plan for the grounds and buildings maintained by the Parks, Recreation and Community Services Department. The plan will identify routine and preventative maintenance schedules/programs, work management, asset lifecycle management, performance measurements, and equipment management. The RJM Team shall provide an evaluation of current staffing levels and organizational structure based upon the existing department and potential growth with the development of this plan.

Our Team will provide an evaluation and analysis of current management and operations practices giving specific attention to parks maintenance and staffing (consideration will be given to contract maintenance vs. in-house staffing) with recommendations pertinent to future growth of parklands, buildings and facilities, and related services.

As part of the analysis, RJM shall propose cost-effective funding levels necessary to adequately sustain quality, safe, and cost-effective maintenance operations and practices and sustain recommended levels of maintenance and service. NRPA "levels of maintenance standards" will be used to help define recommendations.



## **TASK 7**

### **CITY POLICY REVIEW & RECOMMENDED GENERAL PLAN UPDATES**

Our Team will recommend and establish a policy management plan to help implement the Comprehensive Plans goals and guide future park development.

The RJM Team shall review Riverside's planning and development ordinances pertinent to parks development issues; propose amendments and/or new ordinances as needed to accomplish parks development goals and objectives.

The RJM Team shall establish and recommend a "Park land acquisition and development policies manual". The manual will include updated policies, General Plan updates for Land Use, Public Facilities, Open Space and Recreation sections, ordinances, identify park land acquisition priorities and satisfy long range service objectives. The plan shall also recommend an update to the City's Park development impact fees and other planning guidelines and standards for implementing the 2030 Park, Recreation and Community Services Vision.

## **TASK 8**

### **UPDATED FINANCIAL STRATEGY PLAN**

The RJM Team will conduct an analysis of the existing 2005 Financial Strategy Plan, incorporate 2030 vision and develop an updated Plan with recommendations that would be applicable to addressing the updated financial needs and priorities. Review and discuss existing funding mechanisms and cost recovery practices for recreation programs and services; and recommend appropriate levels of cost recovery through fees. Recommendations should balance cost recovery with issues of affordability.

RJM shall provide a thorough analysis of existing funding practices, sources of funds, and funding levels for both "parks and facilities" and "social service and recreation programs and services." An analysis will be prepared to identify new or alternative sources of funding that might reasonably be developed to supplement existing funding methods. Additionally new funding practices that might present long-term funding stability will be identified.

## **TASK 9**

### **CASP ADA TRANSITION PLAN**

The RJM Team will conduct an analysis of the existing park facilities (13 Community Centers and 25 park restrooms) to develop an ADA Transition Plan.

- Consultant shall inspect the exterior public elements in each City park, not including trails but up to trailheads, for ADA accessibility. Typical exterior public elements to be inspected may include, but aren't limited to the items listed below:
  - Parking
  - Ramps
  - Path-of-travel within park boundaries
  - Loading Zones
  - Curb Ramps
  - Stairs
  - Walkways
  - Playgrounds
  - Picnic Areas



- Plazas
  - Handrails
  - Drinking Fountains
  - Lifts
  - Seating
- Consultant includes in this fee proposal the facilities inspection of Community Centers, Restrooms, Bath Houses, Clubhouses, and buildings as listed on the attached square footages Building document.
- Deliverables
  - Draft ADA Transition Plan in PDF format - including the following fields: location, existing condition, corrective action, cost of corrective action, projected completion duration and priority.
  - Photos of each non-compliant item.
  - Maps of cross slopes, running slopes and the location of each exterior item
- Inspection & Data Analysis include:
  - Kick off Meeting
  - Collect, Review & Prepare Site and Building Plans for use in inspections
  - Customize Inspection Software
  - Map Sites and Facilities and Determine Inspection Schedule
  - Obtain Permission to Access Facilities
  - Conduct ADA inspection, take photos, record existing conditions
  - Compile and analyze inspection data
  - Assign Corrective Actions, DOJ, Priorities & Severity
  - QAQC
- Review
  - Review ADA findings with Municipal staff
  - Develop draft ADA Transition Plan & Powerpoint and review with Municipal staff
- Public Meetings
  - Hold (1) public meeting with disability Commission and (1) public meeting with Parks Commission to review draft document, incorporate all comments and suggestions in second draft
  - Assist Municipal staff in developing and preparing a Public Outreach meeting
  - Draft Council report background, justification and funding strategies for implementing and adopting transition plan and attend (1) Council Meeting.







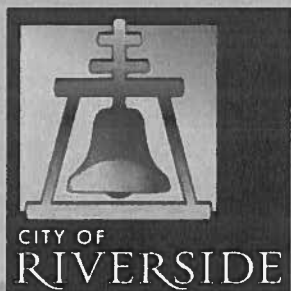
<b>1 – Project Initiation</b>		
	Kick off Meeting	June
1.2	Background Request for Information (RFI)	June – July
	Community Workshop Development Plan	June – July
	Phone Survey Kick off	June
	Key Team and Stakeholder Identification	June
	Sports Organization Questionnaire Kick off	June
<b>2 – Data Collection: Park and Program Inventory</b>		
	Park and Facility Tour with City Staff	June – July
2.2	Park and Facility Inventory	June – July
2.3	ADA Park and Facility Review (Including ADA Transition Plan)	June – July
	Social Services and Program Inventory	June – July
	GIS Mapping Analysis (Including GAP analysis)	June – July
2.6	Park Resource Assessment	June – July
	City Project Team Review Meeting(s)	June / July
<b>3 – Community Engagement</b>		
3.1	Community Demographic Analysis and Forecast	June – July
	Focus Group Workshop (4 groups total)	July – October
	Stakeholder (12 one on one interviews total)	June – July
	Community Workshops (7 total)	July – October
	Phone Survey Calling and Reporting	June – July
	Web survey launch (hosted for two weeks)**	September
	Sports Organization Questionnaire Collection	July – September
	City / Business Partnership Workshop	July – October
	City Project Team Review Meeting (s)	August / Sept. / Oct.
	Parks Commission Meeting on Project update	October
	City Council Meeting on Project update	October
<b>4 – Community Needs Analysis and Recommendations</b>		
4.1	Trends Analysis	October
4.2	Demand Needs Analysis	October
4.3	Comparable City Benchmarking	October
4.4	Recreation, Facilities, and Services Action Plan	October – December
4.5	12 year CIP Plan	December – January
4.6	Operations and Maintenance Plan	November – January
4.7	Updated Financial Strategy Plan	November – January
4.8	City Policy Review and Recommended General Plan Updates	November – January
4.9	Recommendations and Cost Estimates	November – January
	City Project Team Review Meeting(s)	November / January
<b>5 – Draft Master Plan Development</b>		
5.1	Draft Master Plan Submittal	January – February
	City Project Team Review Meeting for Draft PMP	January – February
5.3	Revised Draft Master Plan Review	January – February
<b>6 – Final Presentation and Delivery</b>		
	Park Commission Meeting	February – April
	City Council Meeting	February – April

	Additional task added at no additional fee. (5-10K estimated value)
	Commission / Council Meeting
	City Project Team Meeting
	Community Engagement Meeting
	Design Team Project Deliverable



**EXHIBIT "B"**  
**COMPENSATION**





Community Inspired Spaces



**RJM** DESIGN GROUP

# City of Riverside

Cost Proposal No. 1664 for

## Comprehensive Park, Recreation and Community Services Master Plan

April 5, 2017

Revised: June 6, 2017

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2, 3, 5, 8, 13, 21, 34, 55, 89, 144, 233

1, 2, 3, 5, 8, 13, 21, 34, 55, 89, 144, 233





# Cost Proposal



## **FEE SCHEDULE**

It is the objective of our Design Team to provide the most comprehensive, yet efficient, approach to the development of the Riverside Comprehensive Park, Recreation & Community Services Master Plan. This fee includes all costs to be incurred by RJM Design Group, Inc. with the exception of reimbursable expenses. Fees for the work are as follows (NOTE: Attachment D is included in our Cost Proposal-page 3-5):

<u>Description of Work</u>	<u>Fee</u>
Task 1 - Minimum Requirements & Final Deliverables	\$ 44,730.00
Task 2 - Recreation, Services and Park Facility Inventory	\$ 100,812.00
Task 3 - Community Needs Survey	\$ 96,721.00
Task 4 - Recreation Facilities & Programs Service Levels Assessment and Recommendations	\$ 37,780.00
Task 5 - Capital Improvement Plan through 2030	\$ 9,330.00
Task 6 - Operations and Maintenance Plan	\$ 9,330.00
Task 7 - City Policy Review and Recommended General Plan Updates	\$ 8,180.00
Task 8 - Updated Financial Strategy Plan	\$ 8,475.00
Task 9 - CASp ADA Transition Plan	\$ 100,000.00
<b>Total Task Fee*:</b>	<b>\$415,358.00</b>
<b>Reimbursable Expenses:</b>	<b>\$ 9,600.00</b>
<b>Grand Total:</b>	<b>\$ 424,958.00</b>

\*Note: This fee summary represents our current understanding of the project scope and complexity associated with the City's budget. The scope of work and associated fees are subject to refinement at Client's request.

## **REIMBURSABLE EXPENSES** (Estimated Allowance \$9,600.00)

When incurred, the following project expenses will be billed at cost plus 15% administrative fee in addition to the above fee proposal:

- Printing, plotting, copying, scanning, photography, graphic expenses
- Delivery and handling of documents, shipping
- Permits, plan check, and inspection fees
- City business license
- Soils testing

## **PAYMENTS**

Payments are due and payable on a monthly basis following the completion of any substantial phase of work. Carrying charges for overdue accounts beyond 30 days of billing date are charged at 1.5% of the amount due, compounded monthly.

## **ADDITIONAL SERVICES**

Professional services not specifically identified in the scope of work will be considered additional services and may be performed at Client's request, reimbursable at consultant's standard hourly rates. Additional services may include, but are not limited to:

- Additional meetings, presentations, or site visits beyond those identified in the scope of work.
- Exhibit preparation beyond that identified in the scope of work.
- Revisions to documents required as a result of changes in Client's direction; changes subsequent to Client's approval; or changes in governmental codes or regulations.
- Engagement of other consultants not specifically identified in our proposal.





# Cost Proposal

## **CONSULTANTS' HOURLY RATES**

Compensation for additional services will be billed hourly at our standard rates\* below:

### **RJM DESIGN GROUP, INC.**

Principal Landscape Architect	\$165 - \$185 per hour
Associate Landscape Architect	\$145 - \$155 per hour
Landscape Architect	\$130 - \$140 per hour
Job Captain / Landscape Designer	\$115 - \$125 per hour
CADD Technician	\$100 - \$110 per hour
Graphics	\$ 90 per hour
Word Processor	\$ 75 per hour

### **GALLAGHER CONSULTING**

Principal	\$125 per hour
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### **RESEARCH NETWORK, LTD.**

Principal	\$120 per hour
Analyst	\$70 per hour
Clerical	\$40 per hour

### **COMAN CONSULTING**

Principal	\$120 per hour
Field Analyst	\$70 per hour
Clerical	\$40 per hour

### **LSA ASSOCIATES**

Principal	\$125 - \$300 per hour
Associate	\$ 90 - \$195 per hour
Senior Planner	\$ 70 - \$170 per hour
Planner	\$ 65 - \$125 per hour
Assistant Planner	\$ 50 - \$100 per hour
Senior Field Crew	\$ 50 - \$ 85 per hour
Research Assistant / Technician	\$ 30 - \$ 55 per hour
Graphics	\$ 90 - \$115 per hour
Office Assistant	\$ 45 - \$ 95 per hour
Word Processing / Technical Editing	\$ 75 - \$100 per hour

### **CREATIVE DESIGN ASSOCIATES**

Architect - CASp	\$195 per hour
CASp Project Manager	\$165 per hour
GIS Project Manager/ Senior Technical S	\$140 per hour
GIS Analyst/Intermediate Technical	\$130 per hour
Technician 1	\$120 per hour
Technician 2	\$75 - \$100 per hour

\*charges for subconsultant services are billed at cost plus a 15% coordination fee.





# Cost Proposal

**RJM** DESIGN GROUP

Billings for all time and materials and contract extension work shall be in accordance with the level of work performed based on the categories listed. Hourly rates will be escalated each August 1st in accordance with any increase in the Consumer Price Index or other mutually agreed upon cost index, beginning with August 1, 2017. Provisions for fee escalation pertain to all contract extensions and additional work.

NOTE: The following amounts are hourly estimates only. This project will be billed as a percentage complete of the fixed fee for each project phase based upon actual hours worked.

Attachment D

SCOPE OF WORK/TASK	Itemized Staff Labor Categories	Est. Hours	Hourly Rate	Extended Cost
<b>Task 1 - Minimum Requirements and Final Deliverables</b>	Principal	62	\$185.00	\$11,470.00
	Associate Landscape Architect	48	\$155.00	\$7,440.00
	Landscape Architect	48	\$140.00	\$6,720.00
	Job Captain	0	\$125.00	\$0.00
	CADD Technician	0	\$110.00	\$0.00
	Word Processor	80	\$75.00	\$6,000.00
	Subconsultant 1 - Coman Consulting	0	\$120.00	\$0.00
	Subconsultant 2 - Research Network	29	\$120.00	\$3,450.00
	Subconsultant 3 - LSA	19	\$125.00	\$2,400.00
	Subconsultant 4 - Creative Design Associates	23	\$165.00	\$3,800.00
	Subconsultant 5 - Gallagher Consulting	28	\$125.00	\$3,450.00
	Reimbursables for Task 1			\$1,250.00
<b>SUBTOTAL TASK 1 - NOT TO EXCEED</b>				<b>\$45,980.00</b>
<b>Task 2 - Recreation, Services &amp; Park Facility Inventory</b>	Principal	36	\$185.00	\$6,660.00
	Associate Landscape Architect	60	\$155.00	\$9,300.00
	Landscape Architect	36	\$140.00	\$5,040.00
	Job Captain	0	\$125.00	\$0.00
	CADD Technician	0	\$110.00	\$0.00
	Word Processor	0	\$75.00	\$0.00
	Subconsultant 1 - Coman Consulting	0	\$120.00	\$0.00
	Subconsultant 2 - Research Network	10	\$120.00	\$1,150.00
	Subconsultant 3 - LSA	226	\$125.00	\$28,300.00
	Subconsultant 4 - Creative Design Associates	263	\$165.00	\$43,462.00
	Subconsultant 5 - Gallagher Consulting	55	\$125.00	\$6,900.00
	Reimbursables for Task 2			\$1,250.00
<b>SUBTOTAL TASK 2 - NOT TO EXCEED</b>				<b>\$102,062.00</b>
<b>Task 3 - Community Needs Survey</b>	Principal	104	\$185.00	\$19,240.00
	Associate Landscape Architect	104	\$155.00	\$16,120.00
	Landscape Architect	80	\$140.00	\$11,200.00
	Job Captain	0	\$125.00	\$0.00
	CADD Technician	0	\$110.00	\$0.00
	Word Processor	96	\$75.00	\$7,200.00
	Subconsultant 1 - Coman Consulting	0	\$120.00	\$0.00
	Subconsultant 2 - Research Network	262	\$120.00	\$31,453.00
	Subconsultant 3 - LSA	30	\$125.00	\$3,772.00
	Subconsultant 4 - Creative Design Associates	0	\$165.00	\$0.00
	Subconsultant 5 - Gallagher Consulting	62	\$125.00	\$7,736.00
	Reimbursables for Task 3			\$1,100.00
<b>SUBTOTAL TASK 3 - NOT TO EXCEED</b>				<b>\$97,821.00</b>





# Cost Proposal

Attachment D

SCOPE OF WORK/TASK	Itemized Staff Labor Categories	Est. Hours	Hourly Rate	Extended Cost
<b>Task 4 - Recreation Facilities and Program Service Levels Assessment and Recommendations</b>	Principal	32	\$185.00	\$5,920.00
	Associate Landscape Architect	24	\$155.00	\$3,720.00
	Landscape Architect	36	\$140.00	\$5,040.00
	Job Captain	0	\$125.00	\$0.00
	CADD Technician	0	\$110.00	\$0.00
	Word Processor	32	\$75.00	\$2,400.00
	Subconsultant 1 - Coman Consulting	101	\$120.00	\$12,075.00
	Subconsultant 2 - Research Network	0	\$120.00	\$0.00
	Subconsultant 3 - LSA	0	\$125.00	\$0.00
	Subconsultant 4 - Creative Design Associates	0	\$165.00	\$0.00
	Subconsultant 5 - Gallagher Consulting	69	\$125.00	\$8,625.00
	Reimbursables for Task 4			\$1,000.00
<b>SUBTOTAL TASK 4 - NOT TO EXCEED</b>				<b>\$38,780.00</b>
<b>Task 5 - Capital Improvement Plan through 2030</b>	Principal	8	\$185.00	\$1,480.00
	Associate Landscape Architect	8	\$155.00	\$1,240.00
	Landscape Architect	4	\$140.00	\$560.00
	Job Captain	0	\$125.00	\$0.00
	CADD Technician	0	\$110.00	\$0.00
	Word Processor	4	\$75.00	\$300.00
	Subconsultant 1 - Coman Consulting	0	\$120.00	\$0.00
	Subconsultant 2 - Research Network	0	\$120.00	\$0.00
	Subconsultant 3 - LSA	0	\$125.00	\$0.00
	Subconsultant 4 - Creative Design Associates	0	\$165.00	\$0.00
	Subconsultant 5 - Gallagher Consulting	46	\$125.00	\$5,750.00
	Reimbursables for Task 5			\$1,000.00
<b>SUBTOTAL TASK 5 - NOT TO EXCEED</b>				<b>\$10,330.00</b>
<b>Task 6 - Operations and Maintenance Plan</b>	Principal	8	\$185.00	\$1,480.00
	Associate Landscape Architect	8	\$155.00	\$1,240.00
	Landscape Architect	4	\$140.00	\$560.00
	Job Captain	0	\$125.00	\$0.00
	CADD Technician	0	\$110.00	\$0.00
	Word Processor	4	\$75.00	\$300.00
	Subconsultant 1 - Coman Consulting	0	\$120.00	\$0.00
	Subconsultant 2 - Research Network	0	\$120.00	\$0.00
	Subconsultant 3 - LSA	0	\$125.00	\$0.00
	Subconsultant 4 - Creative Design Associates	0	\$165.00	\$0.00
	Subconsultant 5 - Gallagher Consulting	46	\$125.00	\$5,750.00
	Reimbursables for Task 6			\$1,000.00
<b>SUBTOTAL TASK 6 - NOT TO EXCEED</b>				<b>\$10,330.00</b>





# Cost Proposal

**RJM** DESIGN GROUP

Attachment D

SCOPE OF WORK/TASK	Itemized Staff Labor Categories	Est. Hours	Hourly Rate	Extended Cost
<b>Task 7 - City Policy Review &amp; Recommended General Plan Updates</b>	Principal	8	\$185.00	\$1,480.00
	Associate Landscape Architect	8	\$155.00	\$1,240.00
	Landscape Architect	4	\$140.00	\$560.00
	Job Captain	0	\$125.00	\$0.00
	CADD Technician	0	\$110.00	\$0.00
	Word Processor	4	\$75.00	\$300.00
	Subconsultant 1 - Coman Consulting	0	\$120.00	\$0.00
	Subconsultant 2 - Research Network	0	\$120.00	\$0.00
	Subconsultant 3 - LSA	0	\$125.00	\$0.00
	Subconsultant 4 - Creative Design Associates	0	\$165.00	\$0.00
	Subconsultant 5 - Gallagher Consulting	37	\$125.00	\$4,600.00
	Reimbursables for Task 7			\$1,000.00
<b>SUBTOTAL TASK 7 - NOT TO EXCEED</b>				<b>\$9,180.00</b>
<b>Task 8 - Updated Financial Strategy Plan</b>	Principal	8	\$185.00	\$1,480.00
	Associate Landscape Architect	8	\$155.00	\$1,240.00
	Landscape Architect	2	\$140.00	\$280.00
	Job Captain	0	\$125.00	\$0.00
	CADD Technician	0	\$110.00	\$0.00
	Word Processor	4	\$75.00	\$300.00
	Subconsultant 1 - Coman Consulting	0	\$120.00	\$0.00
	Subconsultant 2 - Research Network	0	\$120.00	\$0.00
	Subconsultant 3 - LSA	0	\$125.00	\$0.00
	Subconsultant 4 - Creative Design Associates	0	\$165.00	\$0.00
	Subconsultant 5 - Gallagher Consulting	41	\$125.00	\$5,175.00
	Reimbursables for Task 8			\$2,000.00
<b>SUBTOTAL TASK 8 - NOT TO EXCEED</b>				<b>\$10,475.00</b>
<b>Task 9 - CASp ADA Transition Plan</b>	Principal	0	\$185.00	\$0.00
	Associate Landscape Architect	0	\$155.00	\$0.00
	Landscape Architect	0	\$140.00	\$0.00
	Job Captain	0	\$125.00	\$0.00
	CADD Technician	0	\$110.00	\$0.00
	Word Processor	0	\$75.00	\$0.00
	Subconsultant 1 - Coman Consulting	0	\$120.00	\$0.00
	Subconsultant 2 - Research Network	0	\$120.00	\$0.00
	Subconsultant 3 - LSA	0	\$125.00	\$0.00
	Subconsultant 4 - Creative Design Associates	606	\$165.00	\$100,000.00
	Subconsultant 5 - Gallagher Consulting	0	\$125.00	\$0.00
		0		\$0.00
<b>SUBTOTAL TASK 9 - NOT TO EXCEED</b>				<b>\$100,000.00</b>
<b>TOTAL NOT TO EXCEED (TASKS 1-9)</b>				<b>\$424,958.00</b>



*Knowledge inspires us to create spaces in natural harmony with our environment.*

Upon analyzing the sequence of numbers 1, 1, 2, 3, 5, 8, 13, 21, 34, 55, 89, 144, 233, the 13th-century Italian mathematician Fibonacci realized that each number was the sum of the two preceding numbers. Divide a Fibonacci number after the 14th number in the sequence by the next highest number, and the quotient is .618034 times as large as the number that follows. This natural equation is used in art and architecture and is the basis for the shape of playing cards, The Parthenon, sunflowers, nautilus shells, and the great spiral galaxies of outer space. The Greeks called it "The Divine Proportion".

### *Community Inspired Spaces*



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.618034

1, 2, 3, 5, 8, 13, 21, 34, 55, 89, 144, 233

1, 2, 3, 5, 8, 13, 21, 34, 55, 89, 144, 233



**EXHIBIT “C”**

**KEY PERSONNEL**



**EXHIBIT "C"**  
**KEY PERSONNEL**

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Programming, Operations & Management:	Gallagher Consulting Tim Gallagher Cell Phone: (530)-566-2042
Project ESRI GIS Specialist:	LSA Associates, Inc. 20 Executive Park, Suite 200 Irvine, CA 92614 Justin Roos, justin.roos@lsa.net Phone: (949) 553-0666
CASp certified ADA Specialist:	Creative Design Associates (CD/A) 17528 E. Rowland Street, 2nd Floor City of Industry, CA 91748 Glenn Dea, AIA, CASp, gdea@cda-arc.com
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