

AGREEMENT FOR CONSULTANT SERVICES BETWEEN

CITY OF TEMECULA AND COMMUNITY WORKS DESIGN GROUP, LLC

RONALD REAGAN SPORTS PARK SKATE PARK

PROJECT NO. PW22-07

THIS AGREEMENT is made and effective as of **February 28, 2023**, between the **City of Temecula** , a municipal corporation hereinafter referred to as "City"), and **Community Works Design Group, LLC**, a **Corporation**, (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **February 28, 2023**, and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2025**, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full.

3. PERFORMANCE

Consultant shall faithfully and competently exercise the ordinary skill and competence of members of their profession. Consultant shall employ all generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. PAYMENT

a. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. This amount shall not exceed **Two Hundred Thirteen Thousand Eight Hundred Twenty-Three dollars and Zero Cents (\$213,823.00)** for the total term of this agreement .

b. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager . Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

c. Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt

of each invoice as to all non-disputed fees. If the City disputes any of Consultant fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement Consultant shall provide receipts on all reimbursable expenses in excess of fifty dollars (\$50) in such form as approved by the Director of Finance.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City, pursuant to Section entitled “**PAYMENT**” herein.

6. DEFAULT OF CONSULTANT

a. The Consultant failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

b. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7. OWNERSHIP OF DOCUMENTS

a. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities

related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

c. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A, without the written consent of the Consultant.

8. INDEMNIFICATION, HOLD HARMLESS, AND DUTY TO DEFEND

a. Indemnity for Design Professional Services. In the connection with its design professional services, Consultant shall hold harmless and indemnify City, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their elected officials, officers, employees, servants, designated volunteers, and those City agents serving as independent contractors in the role of City officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate in whole or in part to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, sub-contractors, or agents in the performance of its professional services under this Agreement.

b. Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Paragraph 8.a. above, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of City's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant duty to defend pursuant to this Section 8.b. shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees."

9. INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

i. Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

ii. Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

iii. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

iv. Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.

b. Minimum Limits of Insurance. Consultant shall maintain limits no less than: General Liability: One Million (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

1. Automobile Liability: Two Million (\$2,000,000) per accident for bodily injury and property damage.

2. Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

3. Professional Liability Coverage: One million (\$1,000,000) per claim and in aggregate.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall not exceed Twenty-Five Thousand Dollars and No Cents (\$25,000).

d. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers are to be covered as insured's, as respects: liability arising out of activities performed by or on behalf of the Consultant's products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

2) For any claims related to this project, the Consultant insurance coverage shall be primary insurance as respects the City, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Temecula, the Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

4) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this agreement shall be endorsed to state: should the policy be canceled before the expiration date the issuing insurer will endeavor to mail thirty (30) days' prior written notice to the City.

6) If insurance coverage is canceled or, reduced in coverage or in limits the Consultant shall within two (2) business days of notice from insurer phone, fax, and/or notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of A-:VII or better, unless otherwise acceptable to the City. Self-insurance shall not be considered to comply with these insurance requirements.

f. Verification of Coverage. Consultant shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

10. INDEPENDENT CONTRACTOR

a. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and

employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

12. RELEASE OF INFORMATION

a. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

b. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

13. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

**Mailing Address: City of Temecula
Attn: City Manager
41000 Main Street
Temecula, CA 92590**

**To Consultant: Community Works Design Group, LLC
Mr. Scott Rice
4649 Brockton Avenue
Riverside, California 92506**

14. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

15. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

16. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Temecula. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

17. PROHIBITED INTEREST

No officer, or employee of the City of Temecula that has participated in the development of this agreement or its approval shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-contractors for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Temecula that has participated in the development of this agreement or its approval has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds thereof, or in the business of the Consultant or Consultant's sub-contractors on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder. The City Manager is authorized to enter into an amendment on behalf of the City to make the following


non-substantive modifications to the agreement: (a) name changes; (b) extension of time; (c) non-monetary changes in scope of work; (d) agreement termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

COMMUNITY WORKS DESIGN GROUP, LLC
(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)

By: _____
Zak Schwank, Mayor

By:  _____
Scott Rice, President

ATTEST:

By: _____
Randi Johl, City Clerk

By: _____

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

Consultant
Community Works Design Group, LLC
Attn: Scott Rice
4649 Brockton Avenue
Riverside, CA 92506
(951) 369-0700
Scott@cwdg.fun

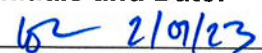
City Purchasing Mgr.
Initials and Date:


EXHIBIT A

TASKS TO BE PERFORMED

The specific elements (scope of work) of this service include:

REVISED DESIGN PROCESS/ SCOPE OF WORK

TASK 1 - ADMINISTRATION / UTILITY COORDINATION/ PRELIMINARY

Upon Notice to Proceed, our team will immediately work with our subconsultants to initiate a site assessment and survey of existing conditions. We will prepare a preliminary project for City review, ahead of the kick-off meeting.

1. Our team, including the key representatives of our subconsultants, will meet with the City, with proper social distancing guidelines in place (or online if necessary, depending on the applicable COVID protocol in place at the time of award). The purpose of this kick-off meeting will be to allow the City and our team to establish the next steps for expediting the project design and developing a strategy for community outreach and to review and confirm the project schedule.
2. Our team members will become intimately familiar with all aspects of the existing site, utilizing in-person inventorying by our in-house ISA Certified Arborist and Certified Landscape Irrigation Auditor. Topographic survey, utility field surveys will be performed by Adkan and Design West Engineering, under supervision of CWDG representatives. Geotek will contact Underground Service Alert, and also obtain local authorization prior to excavating 6 hollow-stem auger borings to depths up to 20 feet or refusal.
3. Geotek will also perform percolation testing for use in stormwater retention/ infiltration design. During the field investigation, samples of the on-site soil will be obtained for laboratory testing. Subsequent to completion of the field work and laboratory testing, a geotechnical report will be prepared. The report will include, but not necessarily be limited to: overall feasibility of the anticipated improvements from a geotechnical standpoint; exploration logs; an exploration location map; geologic setting; seismicity; depths to groundwater if encountered; laboratory test results including corrosivity testing; foundation design (if needed), which includes foundation types, allowable soil bearing pressures, anticipated bearing depths and estimated settlement; lateral earth pressure recommendations; floor-slab design; retaining wall design recommendations (if needed); trench backfill recommendations; and geotechnical recommendations for construction.
4. We will put together an initial base plan for Spohn Ranch to begin crafting their conceptual plans based off of Adkan Engineers topographic survey . The base plan will serve as a moldable tool for reshaping to best fit the City's needs and operational abilities. We will concurrently update our initial cost estimate based on our understanding of the City's expectations for the skate park improvements.



TASK 2 - COMMUNITY ENGAGEMENT/ CONCEPTUAL DEVELOPMENT

Upon completion of Task 1 our team will immediately work with Spohn Ranch to develop an online survey and begin the task of formulating community outreach campaigns to enlist ideas, feedback, needs, wants and interests to support and influence recommendations for this project.

1. Our team, schedule a community engagement meeting to develop a strategy for community outreach and review draft materials, establish survey dates and advertisement opportunities.
2. We will work with Spohn Ranch to develop an online SurveyMonkey survey for stakeholders and constituents, to garner meaningful feedback for the needs, wants and interests of the community for their skate park.
3. We will work closely with the City to develop flyers and other outreach materials and collateral to ensure the most effective approach for optimizing feedback from the community.
4. Once initial survey feedback has been collected, we will begin preparing an initial color concept plan and 3-d renderings for conveying the working design to stakeholders and constituents, with the City's social media, we will publicize a SurveyMonkey online voting link for the skate community to select which concept works best for the residents. This online vote will be supplemented with an in-person meeting with representatives of the City, CWDG, and Spohn Ranch.
5. We will actively participate in as many community and Council meetings deemed necessary for the forward progress of this project, our base fee includes 2 meetings, with additional meetings directed at the request of the City. All preparatory meetings and correspondence with City Staff in advance of the community meeting are also included.



Skate Park Outreach meeting for Paragon Skate Park in Perris, held on-site on June 16, 2022 by CWDG and Spohn Ranch. This project is similar to Ronald Reagan, as the existing skate park will be removed to make way for a modernized version.



6. Spohn Ranch will finalize the feedback into a final conceptual design and 3-d renderings based on the Community and City input into an updated color plan to memorialize the completion of this concept refinement task. Multiple fly-through rendering video clips (1 min. max each) will be provided for publicizing the project.
7. Our team will work with the City to publicize and present the final skatepark concept design which will serve as the 30% submittal.



TASK 3 - CONSTRUCTION/ ENGINEERING PLANS/ SPECS/ ESTIMATES

With City and Community buy-in to the updated conceptual plan, we will move forward with the preparation of plans, specifications, and estimates (PS&E) necessary to obtain full City and applicable Agency approvals prior to construction. All scope items within the City's Request for Proposals (RFP) are included, even if not specifically noted below. Since the preliminary design will be 3-d modeled the base plan will be provided as 30% submittal at the end of Task 2, to expedite the process, we will prepare submittals at the 60% and 90% level. The PS&E package will include all items deemed necessary for full City approval, but are not necessarily limited to, the items listed below.

1. **DEMOLITION/ PROTECTION PLANS:** We will prepare demolition plans to clearly indicate action for all items to be demolished as well as those intended to be protected in place, potentially including the existing mini ramp that is currently the most used feature within the existing skate park. For park renovation projects, the intricacy and clarity of which items need to be protected in place is an essential portion of the construction documents, and can eliminate the ambiguity that often triggers contractor change orders during construction.
2. **CIVIL ENGINEERING PLANS:** Our subconsultant civil engineer will prepare a working draft of the grading plan for construction of finished grading and drainage improvements, horizontal and vertical control, water and sewer plans, water quality management plan (WQMP) and dust control plans. Preliminary Cut and Fill earthwork calculations will be prepared and updated. The plans will be at a scale of 1"=20' and indicate detail finish grading, Particular emphasis will be placed on ADA access into and within the park, including potential parking lot reconfiguration for ADA compliance. Various options will be explored and refined into the construction document details.
3. **CONSTRUCTION DRAWINGS:** Construction Drawings will include site plans and details with sufficient detail to accommodate construction, including all skate features, connecting walks, shade coverings, etc. Plans will identify recommended suppliers and products, with emphasis given to local sources, sustainable concepts, recycled/ recyclable materials, and durability of products.
4. **IRRIGATION PLANS:** If the design footprint extends past the existing edge of concrete, we will prepare irrigation retrofit plans to comply with local water requirements and specific City requirements indicated in the RFP. All elements of the system will be designed to carry optimal amounts of water to irrigate the affected sites. Full detailing of all equipment will be included. Vandal resistance, durability, serviceability, reliability, water conservation, efficiency and, most importantly, consistency with City standards will be our primary concerns.
5. **PLANTING PLANS:** Complete Planting Plans with all necessary details will be provided. Durable, easily maintainable species will be of primary importance in the plant selection process.
6. **ELECTRICAL:** Partial Site Electrical Plans including Lighting with all necessary details will be provided by Design West Engineering for the modification and supplementation of the existing skate park lights. We will incorporate the latest technologies including low voltage LED systems to produce the most efficient and long term solutions for the City.
7. **ADA MODERNIZATION PLAN:** Our CASp will work with Adkan Engineers to develop an ADA Compliant Modernization Plan for the improvement areas as well as review the parking lot for ADA compliance.



TASK 3 -CONSTRUCTION/ENGINEERING DOCUMENT PHASE - continued

8. FINAL HYDROLOGY & HYDRAULICS/DETENTION BASIN ROUTING: Adkan Engineers will prepare a final hydrology report for the site.
 9. FINAL WATER QUALITY MANAGEMENT PLAN (WQMP): Adkan Engineers will prepare a final Water Quality Management Plan that addresses the mitigation of incremental peak flow of storm water run-off as well as site-control BMPs and operation and maintenance requirements. Completion of environmental questionnaire for categorical exemption.
 10. EROSION CONTROL/SWPPP: Adkan Engineers will prepare a Storm Water Pollution Prevention Plan for the project as the improvement areas exceed 1 acre.
 11. SPECIFICATIONS: Specifications detailing materials and workmanship for all of the above items will be provided as required, including Greenbook as the primary specification source, and CSI-formatted specification sections where specialty skatepark-specific construction scope is not adequately defined in Greenbook specifications.
 12. COST ESTIMATES: Final estimates of probable construction and maintenance costs will be prepared with CWDG providing regular value engineering recommendations.
 13. DOCUMENT PROCESSING: We will submit the documents for City and various Utility approvals. We will review documents and make all necessary corrections.
 14. MEETINGS: We will attend all meetings with City staff and project stakeholders and lead all presentations as required during this phase of the project.
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TASK 4 - BIDDING SUPPORT

1. When the project goes out for competitive bidding, we will assist the City in the bid process, distributing bid packages, noting direction given to contractors, respond to Requests for Information/ Clarification and bidder questions as deemed necessary, to help facilitate clear, competitive bids with limited ambiguity. We will provide follow-up clarifications or addendum items for all electronic bids.
2. We will attend the pre-bid meeting and provide written minutes and follow up information as required. We will assist the City in obtaining and evaluating bids for the project as required.
3. We will assist the City with the bid review and contractor selection process to the extent requested by City staff.
4. We will attend the pre-construction meeting and provide written minutes and follow up information as required within 1 day following the meeting. Throughout the project, we will provide full documentation relating to meeting decisions and action items, assignment of action items to team members, and all other requests indicated within the City's RFP.



The CWDG team recently chaired a pre-bid meeting with COVID-19 protocols in place. Enchanted Hills Park, Perris, CA. May 2021.



TASK 4 - ENHANCED CONSTRUCTION SUPPORT (OPTIONAL)

5. When requested, we will assist the City with construction administration assistance for specialty areas where specific technical expertise is required in determining conformance to design concepts and approved plans and specifications.
6. We will participate in weekly construction meetings, in support of the City and the City's Construction Management consultant. Based on our observations at the site and on the contractor's application for payment, we will assist in determining the amount owed to the contractor. We will review job drawings, as-builts, RFI's, samples and other submissions of the contractor for conformance with the design of the project and for compliance with the information given in the conformance contract documents, for the project.
7. Adkan Engineers will provide BMP Inspection Services and SMARTS Reporting based on QSP Services/ Risk 1.
8. Adkan Engineers will provide for Pad and Final Certifications to confirm construction was completed per plans.
9. Our in-house FAA Certified UAS (Drone) pilot will provide monthly progress drone photography for use in updating stakeholders and constituents of construction progress.
10. We will review change orders and submittals for approval and issuance by the City. We will respond to requests for information from the contractor, issue field bulletins and requests for quotations. We will maintain updated RFI, Change Order and Submittal logs, which will be shared online via Basecamp app.
11. We will review as-builts and assist in the reproduction of the as-built information saved in electronic format for future reference to the project.



REVISED DELIVERABLES

Our team will provide the following deliverables at each applicable stage of the project:

TASK 1- ADMINISTRATION / UTILITY COORDINATION/ PRELIMINARY ENGINEERING

- Ongoing coordination with City, including development of Project Schedule
- Utility Coordination
- Geotechnical Soils Investigation Report with Recommendations
- Topographic Survey

TASK 2 - COMMUNITY ENGAGEMENT/ CONCEPTUAL DEVELOPMENT

- Online Preliminary Feedback Survey/Monkey Survey and corresponding collateral to advertise survey.
- Two (2) Conceptual Plans for Survey/Monkey vote
- Community Meeting materials
- Summary Report of Community Engagement Feedback
- Color Plan/ 3-d renderings of each concept option, in PDF and JPG
- Preliminary Cost Estimate for each option
- Updated 3-d plans and estimates for final master concept
- Video fly-through of final concept option for City's social media sharing
- Additional meetings and concept plans as directed by the City.

TASK 3 - CONSTRUCTION/ENGINEERING DOCUMENTS

- Full size hard copies (3 or more if needed) of ALL plan sheets, bound into set, at each submittal level
- Color cut sheets of shade structures, site furnishings, etc. as applicable
- ADA Modernization Plan
- Book specifications
- Environmental Questionnaire for Categorical Exemption
- Final Hydrology and Hydraulics/Detention Basin Routing
- Final WQMP
- Final Erosion Control/SWPPP
- PDF copies of all documents

TASK 4 - BIDDING SUPPORT

- Ongoing documentation of bidding process
- PDF copies of all documents

TASK 4 - CONSTRUCTION SUPPORT (OPTIONAL)

- Drone photos/ videos/ high-resolution ground shots to document all stages of construction
- Ongoing documentation, including submittal reviews, RFI responses, field notes, etc.
- BMP Inspection Services and SMARTS Reporting
- Pad and Final Certifications
- As-built plans
- PDF copies of all documents



EXHIBIT B

PAYMENT RATES AND SCHEDULE

Cost for services shall be as per Consultant's proposal attached hereto and incorporated herein as though set forth in full but in no event shall the total cost of services exceed **\$213,823.00** for the total term of the Agreement unless additional payment is approved as provided in the Payment section of this Agreement.



RONALD REAGAN SKATE PARK - SCOPE AND FEE BREAKDOWN

CITY OF TEMECULA - COMMUNITY WORKS DESIGN GROUP

UPDATED JANUARY 27, 2023

Task	Description	COMM. WORKS DESIGN GROUP					ADKAN ENGINEERS					SPOHN RANCH	DESIGN WEST	GEOTEK	Reimbursable Expenses	
		LANDSCAPE ARCHITECTURE (PRIME)					SURVEY/ CIVIL ENGINEERING					SKATE PARK DESIGN	ELECTRICAL ENGINEERING	GEOTECHNICAL		
		\$215	\$175	\$160	\$130	\$75	\$210	\$170	\$150	\$135	\$260	\$120				
1	ADMINISTRATION / UTILITY COORDINATION/ PRELIMINARY ENGINEERING	\$32,515.00	\$4,670.00					\$17,020.00					\$2,075.00	\$0.00	\$8,750.00	\$250
1.1	Ongoing City/ Team Coordination, Meetings, Site Visits as needed	NOT TO EXCEED	\$4,670.00					\$3,910.00					\$2,075.00	Yes	Yes	
1.1.1	Participate in kick-off meeting		Yes					Yes					Yes	Yes	Yes	
1.1.2	Participate in virtual or in-person team coordination meeting at each major plan milestone level		Yes					Yes					As Needed	As Needed	As Needed	
1.1.3	Develop Project Schedule and update as necessary		Yes					Yes					Yes	Yes	Yes	
1.2	Utility Coordination/ Records research		As Needed					Yes					Review	Yes	Yes	
1.3	Prepare Topographic Survey		Review					\$13,110.00					Review			
1.4	Prepare Soils Reports		Review					Review					Review		\$8,750.00	
2	COMMUNITY ENGAGEMENT & CONCEPTUAL DEVELOPMENT	\$24,670.00	\$7,795.00					\$0.00					\$16,875.00	\$0.00	\$0.00	\$750
2.1	Ongoing City/ Team Coordination to develop Outreach Strategy	LUMP SUM	\$4,125.00					As Needed					\$2,300.00			
2.2	Participate in (2) Community Input Meetings		Yes					As Needed					Yes			
2.3	Coordinate with City on answers/solutions based off community feedback		Yes					As Needed					As Needed	As Needed	As Needed	
2.4	Develop (2) Conceptual Plans with Cost Estimates		\$1,835.00					As Needed					\$14,575.00			
2.5	Prepare presentation materials and attend City council meeting as required		\$1,835.00					As Needed								
3	CONSTRUCTION DOCUMENTS / COST ESTIMATES / SPECIFICATIONS (30%, 60%, 90% & 100% CD's)	\$90,143.00	\$23,325.00					\$45,655.00					\$15,663.00	\$4,750.00	\$750.00	\$500
3.1	Update conceptual plan to reflect survey/ geotech and community input	LUMP SUM	Yes					Review design for compliance							Review design for compliance	
3.2	Prepare initial conceptual grading plan, conveying general design intent		Yes													
3.2.1	Develop schematic plan		Yes													
3.2.2	Provide rough cost estimate		Yes													
3.3	Outreach to product vendors regarding current availability, pricing, and lead times		Yes					Yes					As Needed	As Needed		
3.4	Prepare 60% Construction Drawings							\$19,320.00								
3.4.1	Demolition/ Protection Plan		Provide input to civil					Yes								
3.4.2	Horizontal and Vertical Control Plan							Yes								
3.4.3	Grading and Drainage Plans		Yes					Yes					Yes		verify conformance to soils report; site prep recommendations	
3.4.4	Utility Plans		Yes					As Needed					As Needed	Yes - Dry		
3.4.5	Construction Plans and Details		Yes					Cross refs to LC-sheets only					As Needed	As Needed		
3.4.6	Electrical Plans												Yes	Yes		
3.4.7	Irrigation Plans, Details, Calculations, Schedules		Yes											As Needed		
3.4.8	Planting Plans, Details, Calculations, Schedules		Yes													
3.4.9	ADA Modernization Design		Yes					\$4,830.00					As Needed			
3.4.10	Erosion Control/ SWPPP		Yes					\$5,520.00					As Needed			
3.5	Prepare 90% Construction Drawings		Yes					Yes					Yes	Yes		
3.5.1	Provide written response to City/ Agency Comments relating to 90% CD's		Yes					Yes					Yes	Yes		
3.6	Prepare 100% Construction Drawings		Yes					Yes					Yes	Yes		
3.7	Prepare Final Hydrology and Hydraulics/Detention Basin Routing		Yes					\$6,555.00					As Needed	As Needed		
3.8	Prepare Final Water Quality Management Plan		Yes					\$9,430.00					As Needed	As Needed		
3.9	Provide written response to City/ Agency Comments relating to 100% CD's		Yes					Yes					As Needed	As Needed		
4	BIDDING SUPPORT	\$11,070.00	\$3,460.00					\$3,910.00					No Charge	\$3,700.00	\$0.00	\$150
4.1	Bidding Assistance	LUMP SUM	\$3,460.00					As Needed						As Needed	As Needed	
4.1.1	Assist the City as required in responding to bidder's inquiries		Yes					As Needed						As Needed	As Needed	
4.1.2	Assist in issuing clarifications and/or addenda to the construction documents		Yes					As Needed					Spohn Ranch will coordinate with CWDG as needed.	As Needed	As Needed	
4.1.3	Assist the City if necessary in reviewing bids and advise regarding award of the construction contract.		As Needed					As Needed						As Needed	As Needed	
SUBTOTAL FEES		\$158,398.00	\$39,250.00					\$66,585.00					\$34,613.00	\$8,450.00	\$9,500.00	
Reimbursables		\$1,650.00														
GRAND TOTAL		\$160,048.00														

2	TASK 2: AS-REQUESTED OPTIONAL SERVICES	AS REQUESTED BY THE CITY					
2.A	Develop Additional Conceptual Plans with Cost Estimates as directed by the City		\$4,600/ additional plan	As Needed	\$4,600/ additional plan		
2.B	Participate in additional Community Input Meetings as directed by the City		\$1,150/ additional meeting	As Needed	\$1,150/ additional meeting		
4	TASK 4: AS-REQUESTED OPTIONAL SERVICES	HOURLY NOT TO EXCEED	\$20,035.00	\$32,890.00	CWDG TO PROVIDE SERVICES		
4.2	Construction Support		\$16,095.00	As Needed		As Needed	As Needed
4.2.1	Participate in pre-construction meeting		Yes	Yes		As Needed	As Needed
4.2.2	Participate in construction meetings, as-needed		As required meetings	As Needed		As Needed	As Needed
4.2.3	Respond to RFI's, prepare Addenda, provide supplemental instructions during construction		Yes	\$5,750.00		As Needed	As Needed
4.2.4	Review product submittals		Yes	Provide support as-needed		As Needed	As Needed
4.2.5	Review progress payment invoices; review change order requests		Yes	Provide support as-needed		As Needed	As Needed
4.2.6	Review schedule updates for project tracking; request recovery schedule, etc.		Yes	Provide support as-needed		As Needed	As Needed
4.2.7	Prepare punch list, determine substantial conformance		Yes	Provide support as-needed		As Needed	As Needed
4.2.8	Request and compile as-built information from Contractor and subs		Yes	Provide support as-needed		As Needed	As Needed
4.3	BMP Inspection Services and SMARTS Reporting		As Needed	\$16,675.00		As Needed	As Needed
4.4	Pad Certifications (2 Moves)		As Needed	\$3,220.00		As Needed	As Needed
4.5	Final Certification (1 Move)		As Needed	\$3,220.00		As Needed	As Needed
4.6	Prepare As-Builts		\$3,940.00	\$4,025.00		As Needed	As Needed
	SUBTOTAL FEES (Optional Task 4 only)	\$52,925.00	\$20,035.00	\$32,890.00			
	Reimbursables	\$850.00					
	GRAND TOTAL w/ BASE FEES	\$213,823.00					

\$150/ Meeting

\$850

EXCLUSIONS: Materials (concrete, etc.) nor compaction testing during construction; deputy inspection; daily site management/ prevailing wage/DIR documentation

The scope and fees indicated above reflect our team's understanding and experience of what is necessary to bring this project to a successful completion. These design fees are based upon a \$2 million construction budget for improvements INCLUDING any necessary demolition and site work, with \$1.5M allocated for the skate terrain footprint calculated at (20,000 SF @ \$75/SF).

FY 2022-23 HOURLY RATE SCHEDULE
COMMUNITY WORKS DESIGN GROUP
CITY OF TEMECULA



Principal Landscape Architect's time at the fixed rate of:	\$215.00 per hour
Principal Certified Access Specialist (CASp)'s time at the fixed rate of:	\$215.00 per hour
Certified Access Specialist (CASp)'s time at the fixed rate of:	\$195.00 per hour
Senior Landscape Architect's time at the fixed rate of:	\$175.00 per hour
Certified Irrigation Designer's time at the fixed rate of:	\$175.00 per hour
Senior Project Manager's time at the fixed rate of:	\$160.00 per hour
Construction Manager's time at the fixed rate of:	\$160.00 per hour
ISA Certified Arborist's time at the fixed rate of:	\$160.00 per hour
FAA Part 107 sUAS Remote Pilot's time at the fixed rate of:	\$160.00 per hour
Project Manager's time at the fixed rate of:	\$145.00 per hour
Landscape Designer's time at the fixed rate of:	\$130.00 per hour
Design Assistant's time at the fixed rate of:	\$ 75.00 per hour
Office Manager's time at the fixed rate of:	\$ 75.00 per hour

OUTSIDE CONSULTANTS

Services of outside consultants not listed in this proposal, at our direct cost, plus 15% of the actual cost of their services for coordination.

REIMBURSABLE ITEMS

Reimbursable items, such as the cost of plotting, graphic reproduction and shipping, at our direct cost plus 15%. Auto travel shall be charged at the current *IRS Standard Mileage Rates*. Reimbursable items are billed in addition to the stated fee.

TERMS AND CONDITIONS OF PAYMENT

We will bill in proportion to the percentage of work complete at the time of billing. All billing statements are due upon receipt. Interest will be charged at the rate of 2% per month on the past due balance thirty days and over.