

**AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 16<sup>th</sup> day of January 2024, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6<sup>th</sup> Street, Beaumont, California 92223 and Community Works Design Group a California Corporation, whose address is 7111 Indiana Avenue, Suite 300 Riverside, CA 92504 (“CONTRACTOR”).

**RECITALS**

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

- A. CITY desires to engage CONTRACTOR to provide Parks Design Services; and
- B. CONTRACTOR has made a proposal (“Proposal”) to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit “A” and incorporated herein by this reference; and
- C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

- 1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after one (1) year(s) unless extended by the parties with the approval of the City Council of the CITY.
- 2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) per Exhibit “A”. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates **Scott Rice** as CONTRACTOR’S professional(s) responsible for overseeing the Services provided by CONTRACTOR.
- 3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.
- 4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed Three Hundred Fifty-Eight Thousand, Five Hundred Fifty-Five Dollars and Zero Cents (\$358,555.00).

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the CITY, in writing.

4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15<sup>th</sup>) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the CITY other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the

Services under this Agreement.

5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA.

Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6.04 Optional Insurance Coverage. Choose and check one: Required  /Not Required ; Errors and omissions insurance in a minimum amount of \$2 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

7. General Conditions pertaining to Insurance Coverage

7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except

after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.

7.06 CONTRACTOR agrees to provide immediate notice to CITY, of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

## 8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this

Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8A. Indemnification Design Professionals.

8A.01 In the event that CONTRACTOR is a design professional under California Civil Code Section 2782.8 this Section 8A shall apply instead of Section 8. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, CONTRACTOR shall indemnify, and hold harmless the City, its officers, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action including, but not limited to those for, injury to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of CONTRACTOR, its directors, officials, officers, employees and consultants arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes liability caused by the negligence or willful misconduct of any of the Indemnified Parties. The cost to indemnify, hold harmless, and defend charged to CONTRACTOR shall not exceed CONTRACTOR'S proportionate percentage of fault.

9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.

9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and/or City Council.

10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to CONTRACTOR.

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to

CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents: Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.

12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed,

compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that venue in any litigation between them shall be in Riverside County, California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and

during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

13.09 Time for Completion/Liquidated Damages. Services shall be commenced on the date set forth in the schedule attached hereto as Exhibit "C" ("Schedule") and shall be completed by Contractor in the time specified in the Schedule. Contractor shall not, under any circumstances, receive additional compensation from the City (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Schedule completion date. If the Services are not completed as stated in the Schedule, it is understood that the City will suffer damage. The parties agree that it is difficult to ascertain the actual damages that City will sustain in the event of and by reason of Contractor's failure to complete the Services as provided in the Schedule, which damages include, but are not limited to, the costs of negotiating and drafting this agreement, costs of seeking another contractor, increases in the cost of labor and materials, and lost opportunity costs. Accordingly, the parties agree that the amount of the amount provided below is the best reasonable estimate of such damages. The parties have initialed below to establish their intent as to liquidated damages pursuant to the provisions of the California Civil Code and the parties expressly agree that such liquidated damages will not be deemed forfeiture or a penalty within the meaning of California Civil Code section 3275 or 3369 but are intended to constitute liquidated damages to seller pursuant to California Civil Code Sections 1671, 1676 and 1677. Contractor hereby waives the provisions of California Civil Code Section 3389. The parties acknowledge that this provision for liquidated damages in the event of Contractors default is valid and reasonable under the circumstances at the time of executing this agreement. City's receipt of the liquidated damages is not intended to limit in any way any other obligation of Contractor under this Agreement. It is agreed that Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of \$ 300.00 for each day of delay until the Services are completed as provided in the Schedule. Any money due or to become due the Contractor may be retained to cover liquidated damages.

13.10 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

**CITY:**

CITY OF BEAUMONT

By: David Fenn  
David Fenn, Mayor

**CONTRACTOR:**

Community Works Design Group

By: Scott Rice

Print Name: Scott Rice

Title: President

**ATTEST:**

By: Nicole Wheelwright  
Nicole Wheelwright, Deputy City Clerk

**APPROVED AS TO FORM:**

By: John O. Pinkney  
John O. Pinkney, City Attorney

**EXHIBIT "A"**

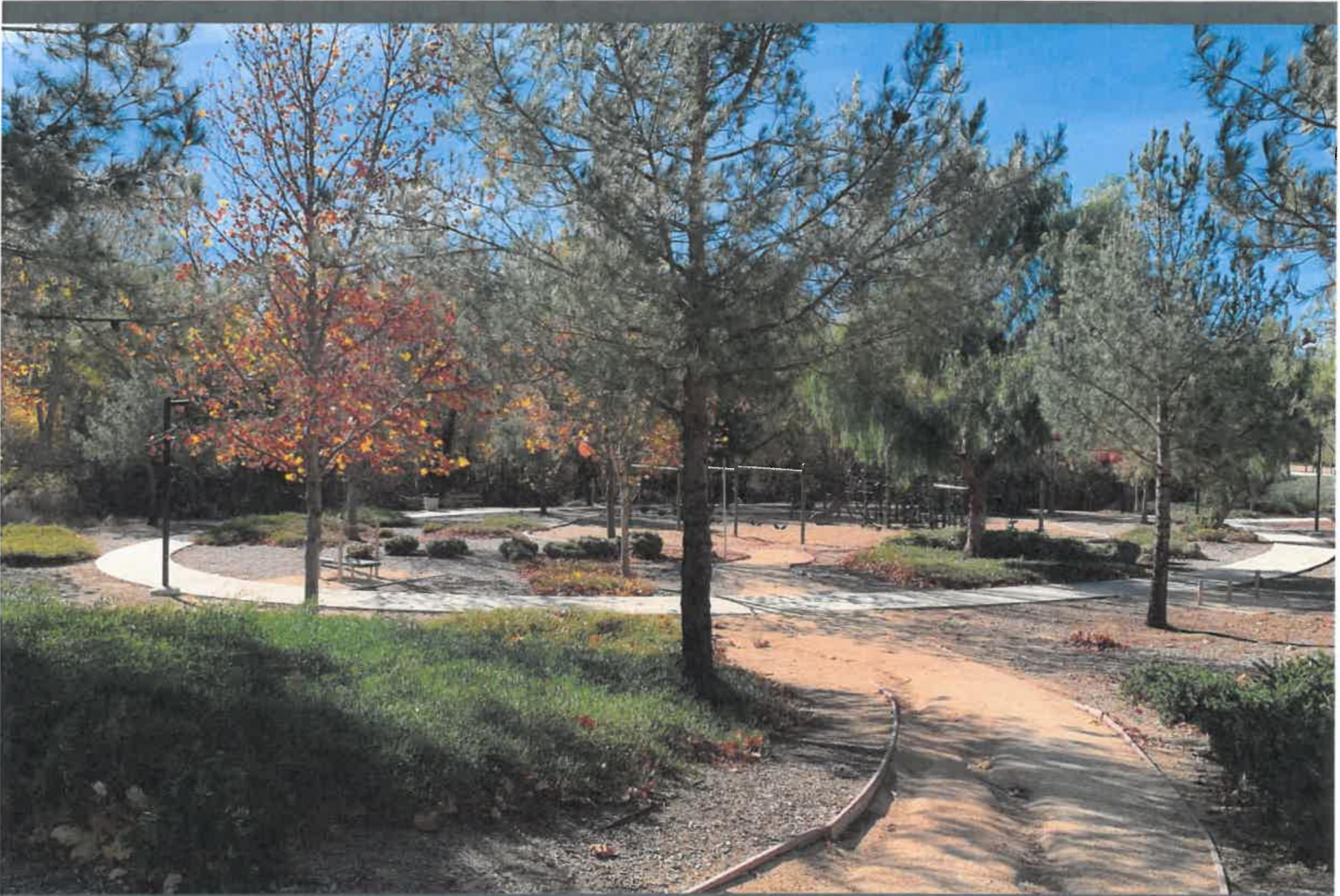
**PROPOSAL**

**(insert behind this page)**



PROPOSAL FOR LANDSCAPE ARCHITECT  
DESIGN SERVICES FOR:

**NICKLAUS PARK & PALMER PARK  
IMPROVEMENT PROJECT**



DECEMBER 13, 2023

SUBMITTED BY:

**COMMUNITY WORKS DESIGN GROUP**  
LANDSCAPE ARCHITECTURE & PARK PLANNING

7111 INDIANA AVENUE, SUITE 300  
RIVERSIDE, CA 92504





December 13, 2023

City of Beaumont  
Attn: Doug Story, Community Services Director  
550 E. 6th Street  
Beaumont, CA 92223

RE: Proposal for Landscape Architect Design Services for Nicklaus Park & Palmer Park Improvement Project

Dear Doug and Members of the Consultant Selection Evaluation Panel:

The constantly improving Community Works Design Group (CWDG) team is pleased to present this proposal for Landscape Architect Design Services for the Nicklaus Park & Palmer Park Improvement Project. Our firm specializes in assisting public agencies in the design and plan review of parks and public landscapes throughout the State of California. We excel in providing thorough, thoughtful and expedited design services for park projects. CWDG prides itself on our ability to provide a fully-dedicated level of service to our municipal clients. Accordingly, we only pursue projects and clients that we can guarantee that ongoing client satisfaction can be fulfilled.

Our team of professionals each offer their own expertise and experience while collectively working towards the design and construction of meaningful and diverse public spaces which focus on safety, equity, accessibility and inclusion. This makes our team primed to assist the City of Beaumont with this exciting multi-park project. In the last five (5) years, our team has delivered over 35 park projects, ranging in scope from small area renovations to brand new community parks. We have enjoyed the process and privilege of developing projects featuring sustainable opportunities for residents to access health and wellness amenities, develop City branding and identity, and serve as a platform for recreational programming, partnerships and preservation of green space for the many communities we serve.

The CWDG Team confirms we are in receipt of the Q & A document uploaded to Public Purchase. We look forward to growing our working relationship with the City of Beaumont!

Respectfully submitted,

COMMUNITY WORKS DESIGN GROUP

Scott Rice ASLA, LEED AP, CASp  
President  
Landscape Architect CA #5111 / NY #2645  
Certified Access Specialist CASp-709  
scott@cwdg.fun



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# INTRODUCTION/INFORMATION

Community Works Design Group (CWDG) understands the City's desired Scope for the Project will include the following between the two park sites:

- ***Replace existing Nicklaus Dog Park with a baseball field of natural or artificial turf, and related improvements***

CWDG will be teaming with Design West Engineering (ERSC) and Design West Engineering to ensure proper field drainage and WQMPs are in place for the new baseball field as well as required electrical infrastructure to support the new ballfield lights.

- ***Remove existing frisbee golf course and replace with new multi-use ball fields of natural or artificial turf, and related improvements***

CWDG has recently designed several multi-use ball fields, including new baseball/softball fields at Goetz Park Phase II Expansion for the City of Perris.

- ***Design snack bar and restroom facility***

We have found production times for other pre-fabricated building companies can run over a one-year lead time which can lead to funding deadline issues and/or significant construction delays and change orders. Our team plans to coordinate the snack bar and restroom facility with Romtec, however we are open to other direction the City may be considering. Romtec designs, manufactures, supplies, and constructs buildings and structures for all types of applications. Their process begins by designing a building that is particular to the needs of each customer. Then, Romtec provides the complete building plan sets and specifications for customer approval. Each project can then be sent out to bid or purchased directly. Finally, Romtec manufactures and supplies the complete building to be constructed by the contractor or by Romtec as a "turnkey" project.

- ***Increase outdoor pickleball courts***

CWDG has recently overseen the design and construction of pickleball courts for the City of Cypress' Lexington Park. In addition, we are currently working on the design of new pickleball courts for the City of Perris' Foss Field Park Expansion.

- ***Ballfield lights***

Our team regularly works with Musco and other terrific ballfield lighting manufacturers, we have incorporated the scope for specific geotechnical report work required for the engineering and permitting of ballfield lights.

- ***Construct new dog park at Palmer Park, and related improvements.***

In addition to the award winning Rancho Mirage Dog Park, our team is fresh off the completion of The Bark at Central Park in the City of Rancho Cucamonga. The park features three (1) one-acre fenced dog parks.

We understand the City's total budget for the project including construction (hard cost) and soft cost is approximately \$5 million, are team has successfully reverse engineered parks to meet available budgets and is confident we can provide the same for the City of Beaumont's Nicklaus Park & Palmer Park Improvements.



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# APPROACH

**STAFF AVAILABILITY:** All staff members listed in this RFP are available to begin work immediately upon City request. We guarantee our master schedule will allow us to dedicate sufficient resources to City of Beaumont for this important project.

**ORGANIZATION AND SCHEDULING:** We will provide the City with a critical path schedule, prepared in Microsoft Project, and will adhere to the schedule we present. Our firm utilizes an online-based application called Basecamp to balance coordinate project responsibilities amongst internal staff and subconsultants. This platform also allows our clients to have the ability to maintain a real-time “window” into the inner workings of our firm. This accountability will serve as peace of mind for the City, with a level of transparency not offered by other firms.

**DELIVERABLES:** We will provide all levels of deliverables outlined in the RFQ document. We utilize a wide variety of software, including AutoCAD 2021, Adobe Creative Cloud, Microsoft Office, SketchUp Pro 3-d, and much more. We will provide hard copy and digital media in PDF or any requested format.

**OUR APPROACH:** Our approach to design and quality control is unique to the industry. Every design project is assigned one Licensed Landscape Architect as Project Principal, one Licensed Landscape Architect as Project Manager, and one Assistant Project Manager. CWDG realizes that our success is based on our ability to deliver projects on time and within budget. This team approach will guarantee that the project comes in on budget and stays on budget with minimal change orders. CWDG can also offer complete construction administration and construction management services to assist the City at whatever level is desired.

**WHAT SETS CWDG APART:** While there are many similarities between municipal design projects, we have developed an understanding of what it takes for a project to truly stand apart and shine, as evidenced in our consistent winning of CPRS Awards of Excellence in Park Planning and APWA Project of Merit awards. Our team offers a wide variety of in-house services, such as Accessibility Evaluation from our two (2) Certified Access Specialists(CASp), that are dovetailed into our final products.



## APPROACH

**COMMUNITY DESIGN PROCESS:** we employ what we call the “FUNnel” approach to take the multitude of “wants” and narrow them down to a final concept that reflects the best interests of the City and its constituents- and we do so in a FUN way! We typically start by gathering general information by means of online and mail-out surveys ahead of the public design meetings, with ongoing input from the City, so that we can begin to prepare informed design decisions to facilitate a conceptual design that reflects the community’s interest and not OUR interests. As a standard practice, we provide scaled 3-d modeling to help the community understand how proposed improvements will actually appear, to help identify any conflicts well ahead of construction.

**WORKING WITH CITY STAFF AND POLICY-MAKING AGENCIES AND STAKEHOLDERS:** As we have worked on many projects within Riverside County and surrounding region, our team is very well versed in the intricacies of the region, and have had a great rapport and positive working relationship with many local department heads and staff members. We are confident that we can prepare landscape and irrigation plans and specifications in compliance with City of Beaumont’s Landscape Standards.

**OUR “NOT SO SECRET” INGREDIENT TO SUCCESSFUL PROJECTS** is remaining in close, ongoing communication with the City and all key stakeholders throughout the life of the project- from concept to construction!

**OUR RECORD OF MEETING SCHEDULES ON SIMILAR PROJECTS:** We invite you to contact our listed references for confirmation of CWDG’s ability to meet deadlines and critical path schedule milestones. This is especially apparent with projects where the project funding is directly connected to grant deadlines or fiscal year budgets.

**TECHNOLOGY, AND ADAPTING TO POST COVID LIFE:** We have been successful in implementing online community outreach activities and in using alternative meeting platforms, including Google Classroom, Zoom, and Facebook Live. Additionally, we use AutoCAD 2021, Adobe Creative Cloud, Microsoft 365 software, as well as drone photography and other methods to present projects safely to the public.



# FIRM PROFILE



COMMUNITY WORKS DESIGN GROUP- LLC (CWDG)  
Landscape Architecture- Planning  
4649 Brockton Avenue  
Riverside, California 92506  
(951) 369-0700  
Federal I.D. 82-1854334 / Registered Small Business # 1769579  
California Department of Industrial Relations #: PW-LR-1000707823

PRINCIPAL: Scott Rice ASLA, LEED AP, CASp- President/ Authorized Signer  
MAIN CONTACT: Scott Rice, LLA #5111 (Licensed 17+ years since 2005; expiration date: 12/31/24)  
scott@cwdg.fun | (951) 369-0700 office / (909) 754-1257 cell

Community Works Design Group (CWDG) was established in 1985 and provides municipal planning services throughout the State of California. The firm focuses on Park, Recreation, and Public Landscape projects. CWDG has a ready and available staff of nine professionals. Community Works Design Group does what its name implies- it assists communities with the design of park projects that work. We come from “your side of the fence”.

CWDG has been operating as Community Works Design Group, LLC since 2017, with Scott Rice serving as the firm’s Vice President (2017-2021) and current President (2021-present). Initially, the firm operated as Elliott/ Maloney Landscape Architecture from 1985-1990. In 1991, the firm transitioned to T.I. Maloney Inc. until 1997 when we began doing business as Community Works Design Group.

CWDG confirms we do not have any commitments or potential commitments that may impact our ability to perform the Contract, if awarded.

### A selection of our current on-call contracts are listed below:

City of Highland- On-Call Landscape Architectural Services	(1990-present)
County of Riverside FM- On-Call Landscape Architectural Services	(2000-present)
Jurupa Area Recreation & Park District- On-Call Park Plan Check Services	(2015-present)
County of Riverside EDA- On-Call Certified Access Specialist (CASp) Services	(2017-present)
City of Ontario- On-Call Landscape Architecture Services	(2019-present)
City of Los Angeles- On-Call Certified Access Specialist (CASp) Services Including Recreation & Parks Department, Adaptive Sports	(2020-present)
City of Palm Springs- On-Call Landscape Architecture Services	(2021-present)
City of Anaheim- On-Call Landscape Architecture Services	(2023-present)
City of Laguna Beach- On-Call & Plan Check Landscape Architecture Services	(2023-present)



# FIRM PROFILE

Our Principal and three of our dedicated Directors/Senior Project Managers hold current Landscape Architect licensure in the State of California:

**Scott Rice LLA #5111**  
Licensed continuously since Oct 2005 (17+ years)

**Dan Burkhart LLA #6092**  
Licensed continuously since Aug 2015 (7+ years)

**Allison Rush LLA #6378**  
Licensed continuously since Aug 2018 (4 years)

**CALIFORNIA ARCHITECTS BOARD**  
**LANDSCAPE ARCHITECTS TECHNICAL COMMITTEE**  
2420 DEL PASO ROAD, SUITE 105  
SACRAMENTO, CA 95834  
916 575-7230

**dca**  
DESIGN CENTER FOR COMMUNITY AFFAIRS



**CERTIFICATE NO.**      **Landscape Architect**  
5111

**EXPIRATION**  
12/31/24

**SCOTT JOSEPH RICE**  
**COMMUNITY WORKS DESIGN GROUP**  
**4649 BROCKTON AVENUE**  
**RIVERSIDE CA 92506**

Signatures       **RECEIPT NO.**  
22872001

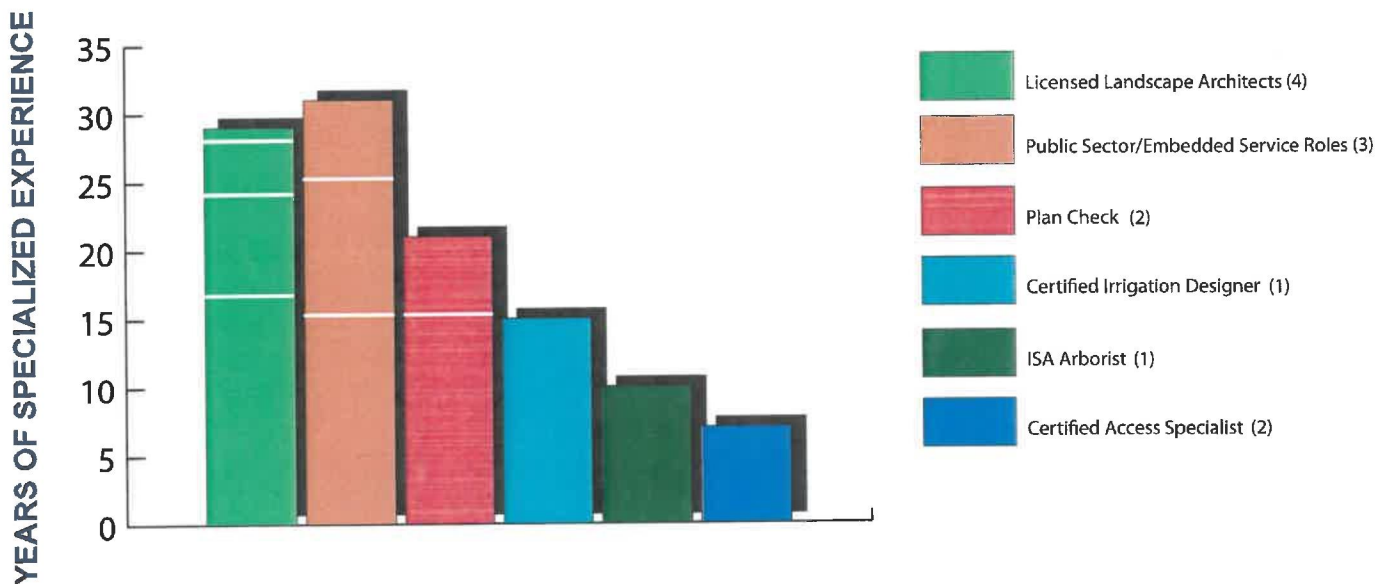
*Additional licenses and certificate copies available upon request.*

Additionally, our staff holds a variety of Certifications that boost our abilities in the Landscape Architectural realm, including the following:

- Certified Access Specialist (CAsp)
  - Certified Landscape Irrigation Auditor (CLIA)\*
  - Certified Irrigation Designer (CID)\*
  - Certified Playground Safety Inspector (CPSI)
- SITES Accredited Professional (SITES AP)
  - LEED Accredited Professional (LEED AP)
  - ISA Certified Arborist (ISA)

*\* via contract employee*

## CWDG'S CURRENT TEAM OFFERS OVER 87 YEARS OF COMBINED PARK PLANNING EXPERIENCE IN ADDITION TO THE SPECIALITIES BELOW



## FIRM LOCATION

Community Works Design Group is based out of Riverside, CA. We are located just off the 91 Freeway and less than 30 miles to the City of Beaumont's City Hall. We are just a short 35 minute drive from Nicklaus Park & Palmer Park as well!





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# PROJECT TEAM & ORGANIZATION CHART

We make it a point to let our CWDG team revolve around our clients. Each member of our team steps up to the plate to lend their expertise, provide direction, and weigh in on important design decisions. This sets us apart from other firms working under small design teams, you get a whole award-winning firm of eight (8) professional staff.



## CWDG KEY PERSONNEL

### PRINCIPAL:



**Scott Rice** ASLA, LEED AP, CASp  
**President - Principal Landscape Architect**

Scott applies his 20+ years of landscape architecture knowledge to oversee all work completed by the CWDG as our firm's President and Principal Landscape Architect. In addition, Scott is one of the only three licensed landscape architects in the State of California to also be a Certified Access Specialist.

### SENIOR LEVEL STAFF:



**Dan Burkhardt** ASLA, ISA, sUAS  
**Senior Landscape Architect - Director Of Implementation + Value**

Dan is our firm's Jack-of-all-trades, master of constructability. Dan currently serves as City landscape plan checker for the cities of Calimesa and Eastvale. From cost estimating to inspections, Dan does it all. He is also a Certified Arborist and FAA Drone Pilot. As a former Landscape Superintendent and Inspector, Dan is our go to for when we have questions. He also serves our clients as a contract plan checker.



**Allison Rush** ASLA, CASp, CPSI  
**Senior Landscape Architect - Director Of Design + Creativity**

Allison is our team go-to for creating beautiful project plans and a cohesive vision for our firm and clients. She excels at understanding how best to configure and optimize outdoor spaces for the health and enjoyment of users of all ages and abilities. Allison also has a strong grasp of designing with various digital media techniques, including CAD, 3-D modeling and photo simulation.



**Analicia Escobar-Gomez** MPA  
**Senior Project Manager- Director Of Community Engagement**

Analicia has experience as a designer, contractor, and public sector planner lending our firm a unique perspective when problem solving for our municipal clients. She is passionate about equity and inclusion and loves working on community-based design work.

## SUBCONSULTANT TEAM

While the Community Works Design Group team will perform the majority of the project scope for the Nicklaus Park & Palmer Park Improvements, our team also includes the following subconsultants:



**Engineering Resources of Southern California** will be coordinating for the park sites surveys along with geotechnical reports for each site. In addition, ERSC will prepare the hydrology, grading, and WQMP and SWPPP as required.

*ERSC will be represented by Lori Askew who will serve as Project Manager and Principal Engineer. She will also oversee Trent Brudin, PE, Katherine Hernandez, Zoey Dunmire along with geotechnical subconsultants and their survey crew.*



**Design West Engineering (DWE)** will provide all Electrical Engineering and Dry Utility design/ coordination services for this project. We (CWDG) have teamed with DWE on many successful park projects across Southern California.

*DWE will be represented by Roy Morales, Electrical Engineering Department Head. With over 25 years of experience, Roy contributes a high level of expertise in electrical applications, including parks and community facilities.*

# RESUMES

## **SCOTT RICE ASLA, LEED AP, CASp PRINCIPAL LANDSCAPE ARCHITECT**

### **Education:**

*Bachelor of Science in  
Landscape Architecture,  
California State Polytechnic  
University, Pomona (2002)*

### **Licenses/ Certificates:**

*Licensed Landscape Architect:  
California #5111  
(2005-current)*

*Certified Access Specialist:  
California CASp-709  
(2016-current)*

*Years of Experience: 25+  
Years with Firm: 21*

### **Affiliations:**

*American Society of Landscape  
Architects (ASLA) - Executive  
Committee Member, Vice  
President, Sponsorship, So Cal  
Chapter (2021-present)*

*California Park & Recreation  
Society (CPRS) - Full Member*

*U.S. Green Building Council  
LEED Accredited Professional*

*Certified Access Specialist  
Institute - Full Member*

*Building Industry Association -  
Riverside County Chapter  
Member, Board of Directors  
Leaders of Tomorrow (LOT)  
Committee - 2017 Chairman*

### **Notable Project Experience:**

*Goetz Park, Phase 2 - City of  
Perris - \$2.1 million*

*Enchanted Hills Park - City of  
Perris - \$8.5 million*

Mr. Scott Rice is President and Managing Principal of Community Works Design Group (CWDG). He has managed over \$150 million in public landscape projects during his tenure at CWDG. In previous roles at CWDG, Scott has overseen the development of construction documents, plan checking, cost estimating, conceptual rendering, and construction observation and management.

Scott graduated with honors from Cal Poly Pomona, earning a Bachelor of Science Degree in Landscape Architecture. He is a full member of the American Society of Landscape Architects (ASLA). Additionally, Scott is a LEED Accredited Professional (LEED AP), as designated by the United States Green Building Council (USGBC), and a Certified Access Specialist (CASp) as issued by the State of California, Division of the State Architect. Scott is one of only three Landscape Architects in California that currently hold CASp Certification.

Scott also serves as the City Landscape Architect for the City of Highland, California, and has acted in that capacity since 2005. Scott also has served as a Contract Park Planner for Jurupa Community Services District (JCSD) since 2003 and Consultant Park Planner/ Plan Checker for Jurupa Area Recreation and Park District (JARPD) since 2015.

Mr. Rice draws on previous work experience in graphic design and golf course maintenance to integrate high aesthetic quality in balance with functional, cost-effective design. His focus is in Public Works projects for various municipalities throughout the State, including Park Planning of various scales, including Community, Neighborhood, Sports, and Pocket Parks, as well as median and parkway landscape, and LMD/ CFD planning. Specialized areas of involvement include Skate Parks, Dog Parks, and Accessible Play. In addition to Park Planning, Scott is seasoned in the landscape architectural development of Multi-family Housing, Planned Residential Communities, Highway Aesthetic Design, Custom Residential Planning, and various private/commercial ventures.

In addition to Scott's 21 year tenure with CWDG, Scott took a year-long hiatus in 2010 to co-manage the design division of an internationally-recognized design/build firm, specializing in skate parks and action sports facilities throughout the world. When not in the office, Scott enjoys the fruits of his labor - parks and trails - with his wife and five children.



# RESUMES

## DANIEL BURKHART ASLA, ISA SENIOR LANDSCAPE ARCHITECT - DIRECTOR OF IMPLEMENTATION + VALUE

### **Education:**

*Bachelor of Science in  
Landscape Architecture,  
California State Polytechnic  
University, Pomona (2001)*

### **Licenses/ Certificates:**

*Licensed Landscape Architect:  
California #6092  
(2015-current)*

*ISA Certified Arborist  
WE-11637A (2016-current)*

*C-27 Contractor License  
#840206  
(2004 - currently inactive)*

*FAA UAS Remote Pilot  
(2017-current)*

*California Dept. of Pesticide  
Regulation - OAL  
122282 BF  
(2010-current)*

*Years of Experience: 25 +  
Years with Firm: 3*

### **Affiliations:**

*American Society of Landscape  
Architects (ASLA) - Full Member*

*International Society of  
Arboriculture (ISA) - Full Member*

### **Notable Project Experience:**

*Ayala Park Replacement- County  
of San Bernardino - \$4 million*

Mr. Dan Burkhardt is a Senior Landscape Architect at Community Works Design Group (CWDG) joining the firm in early 2020. Dan is charged with maintaining CWDG construction development and documentation process as well as mentoring and guidance of junior staff. Dan handles plan checking, in house reviews, and CD support in addition to specification, estimating, and construction oversight. Dan is often referred to as Coach in the office and works diligently to elevate and improve CWDG's production and efficiency.

Dan graduated from Cal Poly Pomona, earning a Bachelor of Science degree in Landscape Architecture. He started his journey in the field with the City of Anaheim, working within the Parks Department at Dad Miller Golf Course. He continued on exploring the Nursery side with Armstrong Garden Centers before moving into Design Practice after graduation. After working up to the project manager level, Dan ventured to the Design build practice with Valley Crest Companies. Shifting into the realm of sustainability Dan laced his boots and worked up to the position of general superintendent with a Landscape Habitat and Mitigation General Contractor, designing, creating, restoring, and maintaining naturalized habitats.

Moving to the public side of the practice Dan was the Senior Landscape Inspector for the City of Yorba Linda LMAD group. Supervising staff, managing contracts, and design and inspection duties for the City. Dan worked with management and the public to improve the City's 22,000 trees and over 500 acres of City maintained landscape.

Dan brings a wealth of design, installation, and maintenance experience to CWDG earned over his 24-year journey. Dan's varied and wide experience on both sides of the table includes the Private and Public sectors at all levels and gives him an understanding of different points of view and the forces involved. Dan has started with a shovel and a pencil and has demonstrated an ability to listen, learn, and advance in the profession. Licensed as a Contractor, Certified Arborist, QAL, FAA Remote Pilot, and being a continual student of all aspects related to the field and process, Dan continues to learn and build while adding items to his tool box and base.

Dan spends his free time with his family, camping, coaching youth baseball, and the restoration and building of classic cars.

# RESUMES

## **ALLISON RUSH ASLA, CASp, CPSI** **SENIOR LANDSCAPE ARCHITECT - DIRECTOR OF DESIGN + CREATIVITY**

### **Education:**

*Bachelor of Arts, The Pennsylvania State University*

*Master of Landscape Architecture, Temple University*

### **Licenses/ Certificates:**

*Licensed Landscape Architect, State of California, #6378*

*Certified Access Specialist: California CASp-1080 (2023-current)*

Ms. Allison Rush is a Project Manager with Community Works Design Group, with East Coast roots. Allison earned her Bachelor's degree in Human Geography from Penn State, and her Master of Landscape Architecture degree from Temple University.

Allison's undergraduate and graduate work focused on the means and methods of interaction between people and public spaces. She excels at understanding how best to configure and optimize outdoor spaces for the health and enjoyment of users of all ages and abilities. Allison also has a strong grasp of designing with various digital media techniques, including CAD, 3-d modeling and photo simulation. With her education and skills, Allison has been integral in our team's efforts of conveying and shaping ideas for many important projects throughout California.

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## **ANALICIA ESCOBAR-GOMEZ MPA** **SENIOR PROJECT MANAGER - DIRECTOR OF COMMUNITY ENGAGEMENT**

### **Education:**

*Bachelor of Science, Landscape Architecture, California State Polytechnic University, Pomona*

*Masters of Public Administration, California State University, San Bernardino*

*Doctorate of Public Administration, California Baptist University (Pending Dissertation)*

Ms. Analicia Escobar-Gomez is Community Works Design Group's (CWDG) Director of Community Engagement and Senior Project Manager recently joining our firm from the public sector where she held a variety of positions for Riverside County including Senior Park Planner for the Riverside County Regional Park & Open-Space District. Analicia serves CWDG as a Senior Project Manager for projects ensuring the intent and vision of each project is brought to life through careful and thoughtful design. In addition, Analicia offers our clients effective Community Engagement campaigns with the unique perspective of having been a public sector employee for over a decade. Analicia designs to develop and enhance a sense of place for each city and agency we work with, utilizing her background in branding and identity building.

Working closely with several cities and municipalities inspired Analicia to complete her Masters in Public Administration and begin a career with the County of Riverside where she fulfilled multiple roles for various departments and ultimately spending over 4 years as Riverside County Regional Park and Open-Space District's Senior Park Planner, completing and progressing over \$15 million in Capital Improvement and trail projects and assisting in grant and legislative applications leading to millions of dollars in awards.



# RESUMES

## LUKE MORRIS LANDSCAPE DESIGNER + NATIVE PLANT SPECIALIST

### **Education:**

*Bachelor of Science, Landscape Architecture, California State Polytechnic University, Pomona*

### **Key Reference Projects:**

- SB 1383 Implementation Reports, Cities of Palm Springs and Banning

Mr. Luke Morris joined our team as a landscape designer and native plant expert. Our team leans on him to keep tabs on local nursery inventory so contractors are able to find what we design with ease. Luke works closely with all of our staff to provide support and lend expertise on plant selections into workable construction documents through construction inspections.

Luke also serves as our team's recycling/composting specialist, working with various cities and public agencies to help them meet SB 1383 compliance and developing long term composting and recycling solutions. During his free time Luke enjoys traveling and spending time outdoors collecting native plant seeds. Additionally, as an avid skateboarder, Luke is our in-house skate park design assistant, troubleshooting and developing fun and challenging transitions and elements for all skill levels.

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## BRIAN ESPINOZA LANDSCAPE DESIGNER

### **Education:**

*Bachelor of Science, Landscape Architecture, California State Polytechnic University, Pomona*

Drawing upon experience in positions within student government and a design-build landscaping company, Brian has developed a respected position as a landscape designer with CWDG. Brian is excited to continue his journey within landscape design and hopes to teach new generations about expression through art and making visions come to life.

Brian has always believed in design as a malleable medium to communicate, create connections within space, and strengthen relationships with ecology. At Cal Poly Pomona's School of Environmental Design he learned that regardless of individual identity, Landscape Architecture and design assists in creating spaces for the betterment of our physical, mental, and spiritual well-being. As a bilingual member of the team, Brian provides our Community Outreach team with the benefit of a Spanish speaker for developing surveys and assisting and the facilitation of workshops and meetings.



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## PROJECT SPECIFIC EXPERIENCE

The Community Works Design Group team is confident that we can provide San Bernardino County Special Districts with the high level of detail and attention in On-Call Landscape Architecture Services that we have provided to our numerous municipal clients throughout our firm's 35+ years of experience in park and public landscape planning and landscape architecture. We work symbiotically with each member working towards their strength to deliver the best quality, constructible designs for our clients.

CWDG is at the tail-end of designing and construction several Proposition 68 funded municipal park projects. We are primed and ready to serve a client like San Bernardino County Special Districts on a multi-year, multi-project contract. We have had tremendous success doing just this for clients like the City of Perris, County of Riverside, City of Cypress, and currently, the City of Ontario. From skate parks to dog parks our firm has designed it all. We aim to design each project with a unique identity and meaningful sense of place for each of the communities they serve.

In the past 5 years the CWDG has designed and/or overseen the construction of over 35 Park Renovation Projects and 10 New Parks Featuring:



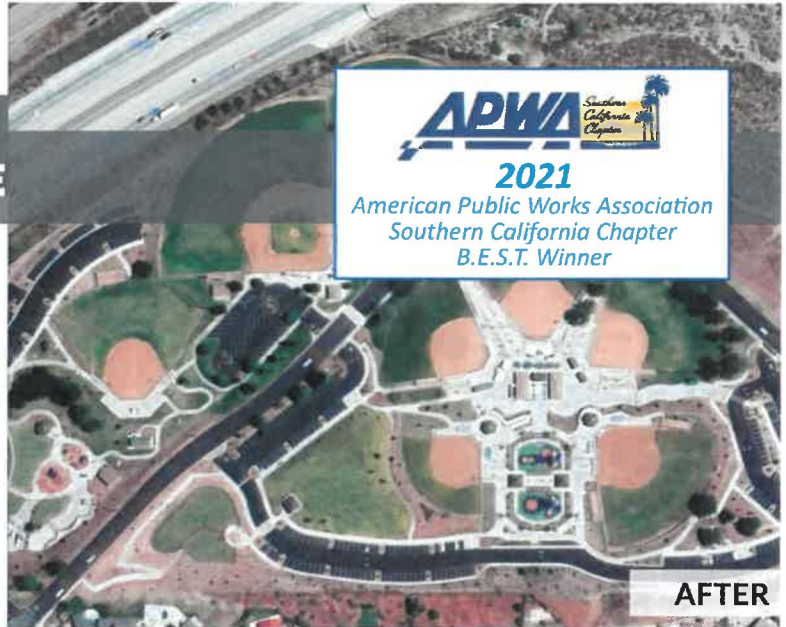
# PROJECT SPECIFIC EXPERIENCE



**2021**  
 American Public Works Association  
 Southern California Chapter  
 B.E.S.T. Winner



**BEFORE**



**AFTER**



## FRISBIE PARK EXPANSION & RENOVATION CITY OF RIALTO

**CWDG INVOLVEMENT:**  
 Community Outreach,  
 Conceptual Design,  
 3D Modeling,  
 Construction Drawings,  
 Construction Administration

**CONTACT:**  
 Ted Rigoni, PE  
 Engineering Manager  
 (recently retired)  
 tedrigoni@gmail.com



Completion:  
**2020**  
 DECEMBER

Project Size:  
**16.7**  
 ACRES

Project Cost:  
**\$18**  
 MILLION

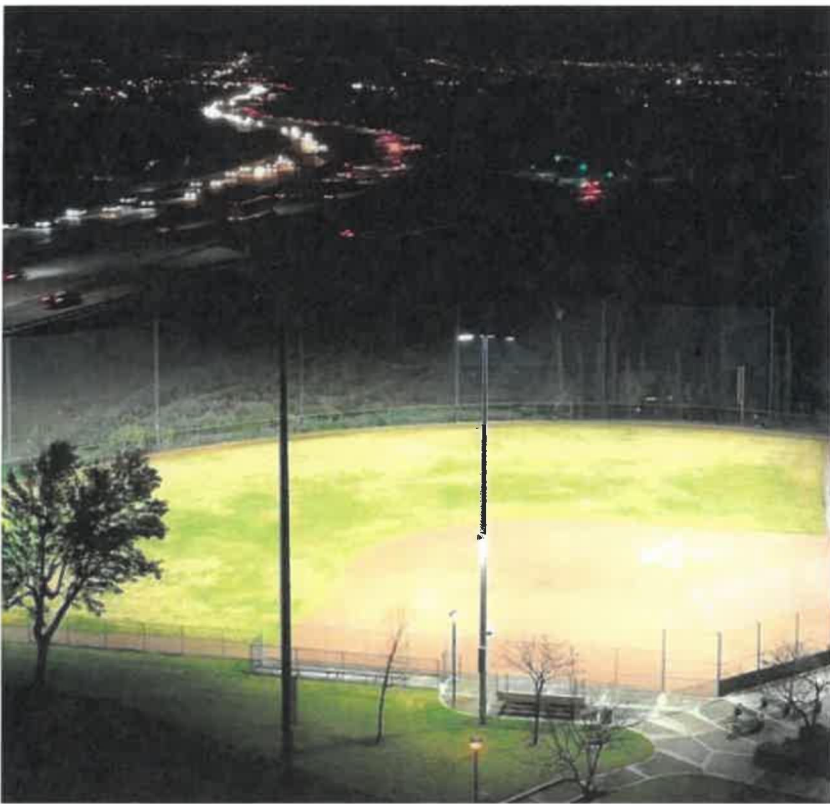
The CWDG team served as the prime consultant for several park projects for the City of Rialto. Frisbie Park Expansion, was led by Scott Rice, who was directly assisted by Allison Rush. The Frisbie Park expansion was designed with direct input from City Maintenance staff, including materials selection and amenity arrangement to allow proper clearances for service equipment. CWDG conducted a complete analysis and renovation of all accessibility (ADA) aspects of existing park, led by CWDG's in-house Certified Access Specialist (CAsp). Our team seamlessly integrated new ballfields and amenities into the existing park while, protecting several existing heritage trees.



# PROJECT SPECIFIC EXPERIENCE



**2021**  
American Public Works Association  
Southern California Chapter  
B.E.S.T. Winner



## FRISBIE PARK EXPANSION & RENOVATION



# PROJECT SPECIFIC EXPERIENCE

**2022**  
 American Public Works Association  
 Southern California Chapter (APWA)  
 American Society of Civil Engineers (ASCE)  
 and National Association of Counties (NACo)  
 Awards for Project of the Year



## AYALA PARK

NEW DEVELOPMENT  
 SAN BERNARDINO COUNTY  
 SPECIAL DISTRICTS

**CWDG INVOLVEMENT:**  
 Conceptual Design,  
 3D Modeling,  
 Construction Drawings,  
 Construction Administration

**CONTACT:**  
 Glenn Jacklin  
 Division Manager  
 909-386-8822

Completion:  
**2022**  
 AUGUST

Project Size:  
**7**  
 ACRES

Project Cost:  
**\$1.5**  
 MILLION

*CWDG served as the Park Planning Team's Landscape Architect for the new Ayala Park. The team was led by Scott Rice, who was directly assisted by Allison Rush and Dan Burkhart. We worked directly with the Related Development Team and San Bernardino Special Districts to develop the 7 acre park. Complete with walking paths and exercise equipment, 3 play structures for tots all with rubberized play zones, zip line play feature, lighted basketball court with glass backboards, picnic shelters, small & large dog park, gazebo and a wide open turfed area for passive park use.*



# PROJECT SPECIFIC EXPERIENCE



## CENTRAL PARK DOG PARK EXPANSION CITY OF RANCHO CUCAMONGA

**CWDG INVOLVEMENT:**  
Community Outreach,  
Conceptual Design,  
3D Modeling,  
Construction Drawings,  
Construction Administration

**CONTACT:**  
David F. Eoff IV  
Senior Planner  
(909) 774-4312  
david.eoff@cityofrc.us

Completion:

**2023  
SEPTEMBER**

Project Size:

**4.4  
ACRES  
DEVELOPED**

Project Cost:

**\$3.5  
MILLION**

*CWDG served as prime consultant for the design and construction of the Goetz Park Expansion for the City of Perris. As prime consultant, our team oversaw, Geotechnical, Civil Engineering, MEP Engineering, Skate Park Consultants, and more. Our team was led by Scott Rice, who was directed assisted by Allison Rush, Dan Burkhardt and Luke Morris.*

*The Phase II Expansion at Goetz Park features a brand new shaded children's playground, as well as a lovely walking path around the circumference of the park. Goetz Park also features a baseball diamond, basketball court, and a brand new skate spot. This neighborhood park is perfect for family get-togethers and friendly competition.*

# PROJECT SPECIFIC EXPERIENCE



## LEXINGTON PARK

NEW DEVELOPMENT  
CITY OF CYPRESS

**CWDG INVOLVEMENT:**  
Community Outreach,  
Conceptual Design,  
3D Modeling,  
Construction Drawings,  
Construction Administration

**CONTACT:**  
Nick Mangkalakiri, PE  
City Engineer  
nmangkal@cypressca.org

Completion:

**2022**  
MARCH

Project Size:

**9**  
ACRES

Project Cost:

**\$13.2**  
MILLION

CWDG served as prime consultant for the design of Lexington Park which included soccer fields, a shaded plaza, pickleball courts and more. Our team was led by Scott Rice, who was directly assisted by Allison Rush, and Dan Burkhart. The CWDG team also assisted the City of Cypress with their Oak Knoll Park renovation project which included a new restroom and concession stand building, as well as addressing path of travel accessibility to the new amenities.



# PROJECT SPECIFIC EXPERIENCE



# LEXINGTON PARK & OAK KNOLL PARK



**OAK KNOLL PARK**  
CYPRESS, CALIFORNIA

**RESTROOM/ CONCESSION BUILDING**



# PROJECT SPECIFIC EXPERIENCE



**2020**  
CA Parks & Recreation  
Society  
Excellence in Park  
Planning Winner



## GOETZ PARK

EXPANSION  
CITY OF PERRIS

### CWDG INVOLVEMENT:

Community Outreach,  
Conceptual Design,  
3D Modeling,  
Construction Drawings,  
Construction Administration

### CONTACT:

Sabrina Chavez  
Director of Community Services  
(951) 435-7220 ext. 278  
schavez@cityofperris.org

Completion:

**2020**  
**SEPTEMBER**

Project Size:

**4**  
**ACRES**  
**DEVELOPED**

Project Cost:

**\$2**  
**MILLION**

CWDG served as prime consultant for the design and construction of the Goetz Park Expansion for the City of Perris. As prime consultant, our team oversaw, Geotechnical, Civil Engineering, MEP Engineering and more. Our team was led by Scott Rice, who served as our in-house skate park designer and was directed assisted by Allison Rush, Dan Burkhardt and Luke Morris.

The Phase II Expansion at Goetz Park features a brand new shaded children's playground, as well as a lovely walking path around the circumference of the park. Goetz Park also features baseball diamond, basketball court, and a brand new skate spot. This neighborhood park is perfect for family get-togethers and friendly competition.



## REFERENCES

Client: JURUPA AREA RECREATION & PARK DISTRICT (JARPD)

Services rendered: CWDG served as prime consultant for various park design and renovation projects throughout the District. CWDG also has provided all Landscape Plan Check and Inspection Services for the District continuously since 2015.

Contact: Colby Diuguid, General Manager  
(951) 361-2090 | colby@jarpd.org

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Client: CITY OF PERRIS

Services rendered: CWDG served as prime consultant for master planning, assisted in public outreach for grant submittal preparation, and provided construction document preparation, bid support and construction administration for several park and trail projects. the most recent including Foss Field, Paragon Skate Park, Perris Green City Farm, Foss Field, and the award-winning Enchanted Hills, Goetz, and Mercado Parks.

Contact: Sabrina Chavez  
Director of Community Services  
(951) 435-7220 ext. 278  
schavez@cityofperris.org

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Client: CITY OF CYPRESS

Services rendered: CWDG served as prime consultant for the design of Lexington Park which included soccer fields, a shaded plaza, pickleball courts and more. CWDG also served as the prime consultant for the Oak Knoll Park Restroom/Concession Replacement projects.

Contact: Nick Mangkalakiri, PE  
City Engineer  
nmangkal@cypressca.org

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Client: SAN BERNARDINO COUNTY SPECIAL DISTRICTS

Services rendered: CWDG served as the Park Planning Team's Landscape Architect for the new Ayala Park. The team was led by Scott Rice, who was directly assisted by Allison Rush and Dan Burkhart. We worked directly with the Related Development Team and San Bernardino Special Districts to develop the 7 acre park.

Contact: Glenn Jacklin  
Division Manager  
909-386-8822

# SCOPE OF SERVICES

## TASK 1 - SCHEMATIC DESIGN PHASE

### Review Data and Utility Gathering

Our team will work diligently with the City to identify a comprehensive understanding of the existing conditions of the site and the expectations of the project. We have found the best way to keep projects on time and on budget, is to involve staff and especially maintenance staff in on project planning early on to identify potential project pitfalls or areas where overall project scope improvements can be made. We will integrate these efforts into the kick-off and five additional (5) progress meetings with City Staff including a field/site visit, concept design meeting, and schematic design meeting during this phase.

Within 1 week of receiving a Notice to Proceed, our team will submit an updated project schedule which will include two (2) City Plan Reviews and a Final review with an allowance of three weeks. The project team members will visit the project site(s) and conduct a thorough review of the existing site conditions to confirm the information shown on the record drawing is located as indicated.

Our team will coordinate with the City to obtain any record drawings for the project area, including, but not limited to: Street Improvements, Signing and Striping, Street Lights, Storm Drainage, Water, Sewer, and other Utilities. Our team will utilize this data in the design of the project, and will incorporate it into the project drawings for records purposes. ERSC will conduct a Design Survey of the existing parks and expansion areas, as well as coordinate for geotechnical studies.

We will work closely with City Staff and Stakeholders to develop a Schematic Plan to identify any potential siting constraints to work out with the City prior to beginning Design Development. In addition, we will address programming and design opportunities as well as potential areas for cost savings.

## TASK 2 - DESIGN DEVELOPMENT PHASE

Once the Schematic Plan is approved by the City, our team will proceed with Design Development. During this phase we will develop full color renderings and drawings for the City's use. During the design development phase we will continue coordination with City Staff and stakeholders for important infrastructure and design decisions.

This phase will include cost estimates for each phase of construction design. Our team will develop plans to the 60% level of completion during this phase, including cost estimates. The City will have additional opportunity to provide comments at the 90%, and 100% Final design stages.

## SCOPE OF SERVICES

### TASK 3 - CONSTRUCTION DOCUMENTS

**DEMOLITION PLANS:** We will prepare demolition plans to clearly indicate action for all items to be demolished as well as focusing on items intended to be protected in place. 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.

**CONSTRUCTION & ARCHITECTURAL DRAWINGS:** Construction and Architectural Drawings will include site plans and details with sufficient detail to accommodate construction and renovations. Plans will identify recommended suppliers and products, with emphasis given to local sources, sustainable concepts, recycled/ recyclable materials, and durability of products. Structural calculations and fully engineered plans for the snack bar and restroom facility as well as site amenities as required for permitting.

**IRRIGATION PLANS:** We will prepare complete irrigation plans to comply with local water requirements and specific City requirements indicated in the RFP for impacted planter areas within the scope. 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.

**PLANTING PLANS:** Complete Planting Plans with all necessary details will be provided for all areas impacted by the scope of improvements. Durable, easily maintainable species will be of primary importance in the plant selection process.

**SPECIFICATIONS:** Specifications detailing materials and workmanship for all of the above items will be provided as required, including Greenbook cross references.

**COST ESTIMATES:** Final estimates of probable construction and maintenance costs will be prepared with CWDG providing regular value engineering recommendations.

**DOCUMENT PROCESSING:** We will submit the documents for City and various Utility approvals. We will review documents and make all necessary corrections.

**MEETINGS:** We will attend all meetings with City staff and project stakeholders and lead all presentations as required during this phase of the project.

**CIVIL ENGINEERING PLANS:** Our subconsultant civil engineer, ERSC, will prepare grading plans for surrounding walkways and provide survey of the area. The contract documents will include drawings for park improvements, offsite street improvements, and estimates. For the drawings, we will prepare construction notes sheets, precise grading construction sheets, drainage sheets, striping sheets, and detail sheets.

**WATER QUALITY MANAGEMENT PLAN:** ERSC will develop a Water Quality Management Plan (WQMP) for the proposed sites. Site size and proposed improvement layouts will determine the type of treatment facility to be used for the WQMP. ERSC will perform hydrologic analysis of the site both in existing and proposed conditions to assess the required treatment facility size. We will prepare a WQMP report in accordance with the current versions of the City and County storm water regulations for review and approval.

## SCOPE OF SERVICES

### OPTIONAL - BID AND CONSTRUCTION SUPPORT

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 and other questions asked. We will provide follow-up clarifications or addendum items for all electronic bids.

What sets CWDG during the Construction Support/Administration phase is our first hand experience as a licensed contractor, allowing us to closely monitor and track scheduling, budgets, and upcoming inspections. We work hard to drive the construction schedule and keep contractors accountable. We will attend the pre-construction meeting and provide written minutes and follow up information. 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. We will participate in weekly construction meetings, in support of the City. 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. Our in-house FAA Certified UAS (Drone) pilot will provide monthly progress drone photography for use in updating stakeholders and constituents of construction progress. 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.

# PROJECT SCHEDULE

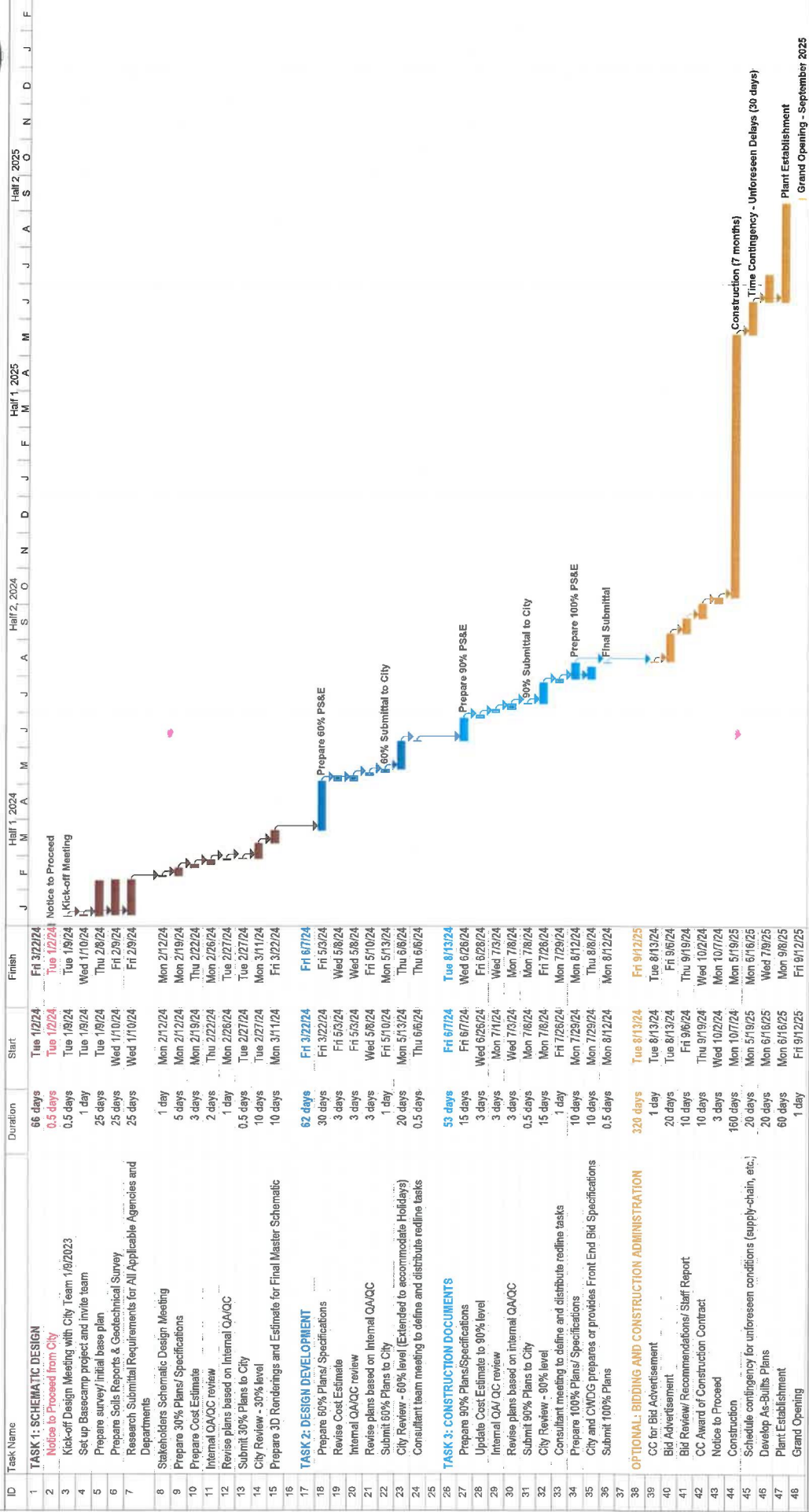




# NICKLAUS PARK & PALMER PARK IMPROVEMENTS

## TENTATIVE PROJECT SCHEDULE

UPDATED: DECEMBER 12, 2023



# COST PROPOSAL

CWDG Cost Proposal, including hourly rate is submitted in a separate sealed envelope.



## ADDITIONAL INFORMATION

### Site Specific Master Planning & Concept Development:

Our team excels at developing master plans and multi-phased developments. In addition to vibrant master plan documents our team also develops photo realistic 3-D renderings as part of our design process to ensure a fully cohesive and integrated site. This process allows us to make proactive design decisions for vertical plane elements. We find the 3-D visuals also help garner excitement around important projects and are an integral tool for funding support. As a standard practice, we provide scaled 3-D modeling to help the community understand how the proposed park improvements will actually appear, to help identify any conflicts well ahead of construction.



Above: Left: Dolores Huerta Park playground and thematic wind screen for Futsal Multi-Use Courts in Fresno, CA.

Right: Northside Heritage Meadows urban farming & education center with Memorial community gardens in Riverside, CA.

# INSURANCES

CWDG has reviewed the "Professional Services Agreement" (Exhibit B) and understands we will be required to provide insurance certificates as listed in the Draft Agreement.



**EXHIBIT "B"**

**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**

**(insert behind this page)**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

## COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM**

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph e. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

POLICY NUMBER:

BAIS986502

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

## **SCHEDULE OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS**

The City of Beaumont, its elected and appointed officers, employees, agents and volunteers

### **PROVISIONS**

- 1. The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

This includes any person or organization designated in the Schedule Of Additional Insured Persons Or Organizations who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that designated person's or organization's liability for the conduct of another "insured".

- 2. The following is added to Paragraph 5., Other Insurance, in B., General Conditions, of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which the person or organization designated in the Schedule Of Additional Insured Persons Or Organizations is the first named insured when the written contract or agreement between you and that designated person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 03 76 ( A) - 001**

**POLICY NUMBER: UB4J51726A**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT – CALIFORNIA  
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

**Schedule**

**Person or Organization**

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.**

**Job Description**

All Operations

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 09/01/2023  
Insured Community Works Design Group, LLC

Policy No.

Endorsement No.  
Premium

Insurance Company  
Travelers Property Casualty Co of America

Countersigned by \_\_\_\_\_

**DATE OF ISSUE:**

**ST ASSIGN:**

Page 1 of 1

**EXHIBIT "C"**

**SCHEDULE**

**(insert behind this page)**



# NICKLAUS PARK & PALMER PARK IMPROVEMENTS

TENTATIVE PROJECT SCHEDULE

Updated: February 2, 2024

