

REQUEST FOR QUALIFICATIONS

for

ARCHITECTURAL DESIGN SERVICES

(RFQ 2026-1)



**901 W. Esplanade Avenue
San Jacinto, California 92582**

RELEASED ON MARCH 24th, 2026

REQUEST FOR QUALIFICATION (“RFQ”)

ARCHITECTURAL DESIGN SERVICES

1. BACKGROUND

Valley-Wide Recreation and Park District (the “District”) requests statements from qualified architectural and design consultants for professional services to provide complete architectural design and conceptual rendering for a new community sports complex.

The District is an independent special district formed in July 1972, established under authority of the California Public Resources Code Section 5780 et seq, for the purpose of providing recreation and park services. As of 2024, estimates place the District’s population at 297,355 residents with a total area served of approximately 530 square miles in the central portion of western Riverside County. Within its current boundaries, the District provides services within the Cities of Hemet, San Jacinto, portions of the City of Menifee, and to the unincorporated communities of Aguanga, French Valley, Homeland, Romoland, Sage, Valle Vista, and Winchester.

The purpose of the requested statement of qualifications is to secure a qualified architect to design a comprehensive community sports complex. The District requires a partner capable of translating complex functional needs, including multi-court layouts, spectator flow, administrative offices, and public amenities, into high-quality architectural renderings and designs.

This request for qualifications (RFQ) solicitation does not commit the District to award a contract, to pay any cost incurred in the preparation of this proposal, or to procure or contract for these services. The District, at its sole discretion, reserves the right to accept all or part of any Statement of Qualification (SOQ) or to cancel this Request for Qualifications in part or in its entirety. The District further reserves the right to accept the proposal(s) that it considers to be in the best interest of the District. All proposals will become the property of the District. If any proprietary information is contained in the proposal, it should be clearly identified.

2. PROJECT INFORMATION

The District has identified the need for a new sports complex to serve the growing community. The District has established the following preliminary parameters for the project to guide the selection of a qualified firm:

- **Facility Size:** Approximately 37,000 square feet.
- **Core Requirements:** Three (3) full-size basketball courts with the ability to transition into six (6) youth-size courts with supportive infrastructure. The community sports complex will require a complete architectural "core," including

public restrooms, spectator seating, administrative offices, equipment storage, multi-purpose/community room, preparation room, and hallways for spectator flow.

Scope of Services:

Part A: Pre-Construction Design Services (Current Focus)

1. Site Evaluation: Assessment of site entitlement needs, utilities and topography.
2. Schematic Design & Renderings: Initial floor plans and 3D visuals.
3. Detailed Design Development: Integration of MEP (Mechanical, Electrical, Plumbing) specifically for high-occupancy athletic environments.
4. Construction Documents: Technical specs and drawings for review and possible modification by District staff and finalized addressing comments.
5. Cost Estimating & Value Engineering: Prepare preliminary project budget based on approved scope to include all costs including construction, inspections, testing, furniture/equipment, etc. Update project budget based on District approved construction drawings.

Part B: Bidding & Construction Services (Conditional)

6. Agency Coordination: Securing approvals from Department of State Architects (DSA), if applicable, City of Hemet, County of Riverside, and any other state regulatory agency required for approval.
7. Bidding Support: Assisting the District in responding to bidder questions and evaluating the lowest responsible bidder.
8. Construction Administration: Monitoring construction for compliance with design intent, reviewing "pay apps," and managing the "punch list."
9. Project Close-out: Final certification of occupancy, delivery of "as-built" drawings, and warranty review.

3. PROJECT TIMELINE

The District intends to move forward with the "Visioning and Design Phase" (including site analysis and conceptual renderings) immediately following the selection of a qualified firm.

- **Target Completion:** The requested Pre-Construction Design services shall be completed within **twelve (12) months** of contract execution.
- **Alternative Schedules:** If the Consultant is unable to meet this timeline, an alternative schedule with justification shall be included in the SOQ.

4. REQUESTED QUALIFICATIONS

Interested firms should demonstrate their expertise in the following:

A. Large-Span Athletic Expertise

Demonstrate your firm's experience in designing facilities of 35,000 sq. ft. or larger. Specifically, highlight your ability to manage large-span structural requirements (clear-span gyms without interior columns) and specialized athletic flooring systems.

B. High-Volume Public Facilities

Provide evidence of previous designs for public-sector clients that successfully managed high-pedestrian traffic. This includes the strategic placement of restrooms, hallways, and offices to ensure safe and efficient facility "flow."

C. Visioning & Rendering Capabilities

Because the District will use the eventual design to engage the community, provide a Rendering Portfolio. Show examples of 3D conceptual visualizations (interior and exterior) your firm has produced for previous clients that effectively communicated the "look and feel" of a project before it was built.

5. DELIVERABLES AND SUBMISSION

Interested firms must submit their Statement of Qualifications (SOQ) according to the following guidelines:

- **Format:** One (1) digital PDF copy (via email or flash drive) and three (3) hard copies.
- **Page Limit:** SOQ should be a maximum of 25 pages, using 12-point font size, to keep the focus on relevant experience.
- **Deadline:** All submissions must be received no later than April 16, at 2:00 p.m. Failure to provide both by the deadline will result in disqualification.

Submit Statement of Qualifications to:

Anissa Smith, Project Specialist
Valley-Wide Recreation and Park District
District Office
901 W. Esplanade Avenue
San Jacinto, California 92582
RE: Request for Qualification for Architectural Design Services
(RFQ 2026-1)

- **Inquiries:** Questions about this RFQ must be directed in writing, via email to Anissa@GoRecreation.org. No questions other than written will be accepted, and

no response other than written will be binding upon the District. Deadline for written questions must be submitted no later than April 8, 2026.

6. REQUIRED FORMAT GUIDELINES

Please submit your proposal in the format specified below. Each section of the SOQ shall be tabbed to correspond to the numbers/headers shown below:

A. Submittal Letter:

A cover letter, not to exceed one page in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal will be valid for a period of at least 180 days.

B. Table of Contents:

Include complete and clear listings of headings and pages to allow easy references to key information. The table of contents will NOT be considered part of the twenty-five-page limit.

C. Description of Firm:

This section should provide the District with information regarding the size, location, nature of work performed, years in business, and approach that will be used in meeting the needs of the District. Further, if the firm is proposing to co-respond, the required information included in this item must be included for each firm.

D. Management of Workload:

Describe the ability of your firm to complete assigned projects taking into consideration your current workload. Further, identify the size and number of capital projects your firm would be capable of handling simultaneously without the District experiencing any delays in the completion of project plans and specifications.

E. Design Process – New Construction:

Please describe the design process by your firm for a new community sport complex or recreation gymnasium. How would the Architect coordinate the work by the various consulting engineers? How would your firm go about securing the various agency approvals? How would your firm provide quality assurance in the plans and specifications? Does your firm have experience of working with a construction manager in the design and pre-construction phases of a project?

F. Staffing:

Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform. Include a resume and certification, if applicable, for each designated individual. Upon award and during the contract period, if the consultant chooses to assign different personnel to the project, the consultant must submit their names and qualifications, including information listed above to the District for approval before they begin work.

G. Legal Issues:

Please respond to each of the following questions:

- Is there now any legal action pending against your firm by another public agency related to services, or lack thereof, provided by your firm?
- Have there been any settlements or judgments involving such actions within the last ten (10) years? Please describe each such settlement or judgment, including the nature of the action and the amount of recovery?
- Within the past ten (10) years has your firm ever had an architectural or construction related consulting agreement terminated by a California public agency? If yes, please identify the name of the public agency and the reason for the termination.

H. References:

Use this section of the proposal to indicate the areas of expertise you have previously provided and how the firm's expertise will enable the district to benefit from said expertise. Include the name of the public agency, the size of the public agency, when the project was completed and the name of the person and contact information most familiar with the project(s) for use by District staff in checking references. Please provide names and emails of the public agency contacts with whom you worked.

- I. Each firm is encouraged to provide any additional information or description of resources or benefits provided by your firm that are pertinent to this RFQ.

7. SELECTION PROCESS

SOQ Review – Phase I

Statements of Qualification received by April 16, 2026, due date will be reviewed and scored based on the criteria shown below. A total of 100 points can be earned for the written SOQ.

Interviews – Phase II (Optional)

At the District's option, finalists will be invited for panel interviews, following scoring of the written proposals. An additional 50 points may be earned during the interview phase, which will be added to the firm's initial SOQ score.

Upon completion of interviews, the District will compile final scores, and identify the highest-ranked firm.

Estimated Interview Date: TBD

Notification & Negotiations

A Notification of Intent to Award may be sent to the firm selected. Award is contingent upon the successful negotiation of final contract terms and professional fees. Negotiations shall be confidential and not subject to disclosure to competing vendors unless an agreement is reached. If contract negotiations cannot be concluded successfully, the District may negotiate a contract with the next highest scoring vendor or withdraw the RFQ.

The selected firm will be presented to the District's Board of Directors for final contract award and approval.

Estimated Board of Directors Approval: TBD

EVALUATION CRITERIA AND SCORING

Statements of Qualifications received by April 16, 2026, due date will be reviewed by a District panel, and scored on the minimum criteria below:

- Experience with Large Agency's – 20 points
- Experience of Project Team – 30 points
- Quality and Completeness of Proposal – 20 points
- References – 25 points
- Added Value or Benefits of Firm – 5 points

Finalists will be invited, at the District's option, to panel interviews. During interviews, the District will explore the five areas above in greater detail. During panel interviews, finalists can increase their scores by up to 50 points based on the above areas, plus any of the following:

- Demonstrated understanding of the District's needs
- Experience in the completion of new construction and modernization/ renovation projects
- Proven ability to provide high quality planning services in a cost-effective manner
- Successful experience in the completion of bond-funded modernization projects
- Proven ability to complete the planning tasks within District approved schedules

- Successful experience in estimating scope of facilities design and construction work and associated costs
- Familiarity with the District's programs and facilities
- Proximity to District facilities

8. STANDARD TERMS AND CONDITIONS

Amendments:

The District reserves the right to amend this RFQ prior to the submittal due date. All amendments and additional information will be posted to the District website: <https://www.gorecreation.org/bids-and-documents>. Consultants should check this web page daily for new information.

Cost for Preparing SOQ:

The cost for developing the Statement of Qualifications is the sole responsibility of the Consultant. All submittals become the property of the District.

Exceptions:

Consultants must identify any exceptions proposed to the District's standard Professional Services Agreement, including insurance requirements. If a firm takes no exceptions, a statement to that effect shall be included in the SOQ.

Contract Discussions: The successful consultant may be required to enter into discussions to resolve contractual differences within one (1) week of notification. If no resolution is reached, the District may initiate discussions with the second highest-scoring consultant.

Insurance Requirements:

The successful Consultant shall procure the types and amounts of insurance specified in the Professional Services Agreement (typically including Professional Liability/Errors & Omissions).

Confidentiality & Public Records:

Submittals are subject to the California Public Records Act. The District cannot guarantee the protection of proprietary data.

Financial Information:

The District reserves the right to request data to evaluate the Consultant's financial capability to fulfil the contract.

END OF RFQ

ATTACHMENTS TO FOLLOW:

Attachment A - Sample Professional Services Agreement
Attachment B – Insurance Requirements
Attachment C – Site Conceptual

ATTACHMENT A

SEE FOLLOWING PAGES

**VALLEY-WIDE RECREATION AND PARK DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

FOR

[PROJECT NAME/ SCOPE]

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 202__, by and between the Valley-Wide Recreation and Park District, a Recreation and Park District formed and operating under California Public Resources Code 5780 *et seq.* with its principal place of business at 901 West Esplanade Ave, San Jacinto, CA 92582 ("District") and **[CONTRACTOR NAME]**, with its principal place of business at **[CONTRACTOR ADDRESS]** ("Contractor"). District and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility of **[INSERT GENERAL DESCRIPTION OF WORK. IF FOR ON-CALL SERVICES, INSERT "TRADE" RELATED SERVICES (I.E. PLUMBING RELATED SERVICES, ELECTRICAL RELATED SERVICES, CIVIL ENGINEERING RELATED SERVICES, ETC.)]** as required by the District pursuant to the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional services, is licensed in the State of California, and is familiar with the plans of District.

2.2 Project.

District desires to engage Contractor to render such services as outlined above.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work

necessary to fully and adequately supply the professional contractor services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **XXXXX, 202X to XXXXX, 202X**, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services. **The Agreement may be extended for two, one-year period by mutual consent of the District and the Contractor [This highlighted section is for already Board authorized extensions. This can be removed if not applicable].**

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of District and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, District shall respond to Contractor's submittals in a timely manner. Upon request of District, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work performed by Contractor shall be subject to the approval of District.

3.2.4 Substitution of Key Personnel. Contractor has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of District. In the event that District and Contractor cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative,

incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Contractor at the request of the District. The key personnel for performance of this Agreement are as follows:

3.2.5 District's Representative. The District hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.2.6 Contractor's Representative. Contractor hereby designates _____, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Contractor agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to

such laws, rules and regulations and without giving written notice to the District, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Contractor in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

- (a) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least [POLICY LIMIT IN DOLLAR FIGURE HERE \$2,000,000] per occurrence and if written with an aggregate, the aggregate shall be double per occurrence limit. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.
- (b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.
- (c) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the District for approval.

The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability and (b) Automobile Liability Insurance shall be endorsed to provide the following:

- (1) Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Agreement. An additional insured endorsement shall be provided specifically referencing and adding "Valley-Wide Recreation and Park District – 901 W. Esplanade Avenue, San Jacinto, CA 92582" on the endorsement form's Schedule.
- (2) Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.
- (3) Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.
- (4) Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the District except ten (10) days prior written notice shall be allowed for non-payment of premium.
- (5) Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.
- (6) Applicability: That the coverage provided therein shall apply to the obligations assumed by the Contractor under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.
- (B) The policy or policies of insurance required by Section 3.2.10.2 (c) Workers' Compensation shall be endorsed, as follows:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.
- (2) Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the District except ten (10) days prior written notice shall be allowed for non-payment of premium.

3.2.10.4 Deductible. Any deductible or self-insured retention must be approved in writing by the District and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.5 Evidence of Insurance. The Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the District. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the District evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.6 Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the District. The District shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement.

In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

3.2.10.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.8 Insurance for Subcontractors. All Subcontractors shall be included as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing Subcontractors to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the District as an Additional Insured to the Subcontractor's policies.

3.2.11 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation of this Agreement shall not exceed [DOLLAR AMOUNT IN CAPITALIZED WORDS HERE] DOLLARS (\$[DOLLAR AMOUNT IN FIGURES HERE]) without written approval of the District. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to District a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by District except for the items listed in the scope of work.

3.3.4 Extra Work. At any time during the term of this Agreement, District may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth in Exhibit "C" shall be adjusted each year at the time of renewal in accordance with the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange County, or at the percentage rate set forth in Exhibit "C."

3.3.6 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations,

Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, District may require Contractor to provide all plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data") and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor: [CONTRACTOR NAME]
[ADDRESS LINE 1]
[ADDRESS LINE 2]
[CONTRACTOR CONTRACT NUMBER]
Attn: [CONTACT NAME]

District: Valley-Wide Recreation and Park District
901 W. Esplanade Ave.
P.O. Box 907
San Jacinto, California 92581
Attn: General Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.5 Indemnification.

3.5.5.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees, and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Contractor.

3.5.5.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of District's choosing and at Contractor's own cost, expense and risk, any and all such aforesaid claims, suits, actions or other legal proceedings of every kind covered by Section 3.5.6.1 that may be brought or instituted against District, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall also reimburse District for the cost of any settlement paid by District or its directors, officials, officers, employees, agents and/or volunteers as part of any such claim, suit, action or proceeding. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Contractor shall reimburse District and its directors, officials, officers, employees and agents and/or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers.

3.5.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. [If there is any conflict between the terms of this Agreement and those of any of the attachments hereto, those of this Agreement prevail. **(THIS SENTENCE CAN BE REMOVED IF THERE ARE NO CONTRACTOR/CONSULTANT PROVISIONS INCLUDED IN THE EXHIBITS)**] This Agreement may only be modified by a writing signed by both parties.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

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

3.5.9 District's Right to Employ Other Contractors. District reserves right to employ other Contractors in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to District include its

elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.15 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of District's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.19 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.20 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original, but all of which constitute one and the same instrument. The facsimile, email, or other electronically delivered signatures of the Parties are deemed to constitute original signatures, and facsimile or electronic copies hereof are deemed to constitute duplicate originals.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7 Force Majeure

3.7.1 Force Majeure Events. Notwithstanding anything to the contrary contained in this agreement, the District shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a “force Majeure Event” includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The Contractor waives any right of recovery against the District and Contractor shall not charge results of “acts of God” to District, its officers, employees, or agents.

**VALLEY-WIDE RECREATION
AND PARK DISTRICT**

[CONTRACTOR NAME]

By: _____
Dean Wetter
General Manager

By: _____
Principal

Attest:

Attest:

By: _____
Kim Bentrum
Clerk to the Board of Directors

By: _____
Secretary

EXHIBIT "A"
SCOPE OF SERVICES

[Attach Copy of Proposal/Scope of Services]

EXHIBIT "B"
SCHEDULE OF SERVICES

**NOT APPLICABLE. ALL SERVICES ARE SCHEDULED WITH
VALLEY-WIDE RECREATION AND PARK DISTRICT.**

**EXHIBIT "C"
COMPENSATION**

NOT APPLICABLE – SEE CONTRACT SECTION ONLY

[Include copy of Contactor's fee schedule, otherwise just leave above statement]

ATTACHMENT B

SEE FOLLOWING PAGES

MEMORANDUM

TO: Whom It May Concern

FROM: Valley-Wide Recreation and Park District

SUBJECT: Standard Insurance Requirements

General Liability (GL) Insurance: The applicant shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office **Form CG 00 01**, in an amount not less than **\$2,000,000 per occurrence, \$4,000,000 general aggregate**, for bodily injury, personal injury, and property damage. The policy must include **contractual liability** that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. Must also include **Form Number CG2010, Additional Endorsement** with Valley-Wide Recreation and Park District listed as Additional Insured. Certificates of Liability Insurance must be for an Occurrence Policy (not Claims-Made). Umbrella or Excess Liability Insurance is acceptable to fulfill the required liability limits. *If alcohol is sold during the permitted activity (District approval required), coverage must include full liquor liability.*

The policy shall be endorsed to provide **thirty (30) days' notice** to Valley-Wide Recreation and Park District of cancellation or any change of coverage or limits. **Cancellation Clause** must read as follows: "Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail a 30 days written notice to the certificate holder named".

The insurance provided must be **Primary and Noncontributory** and include endorsement. **General Liability and Workers Compensation** policies are to be endorsed to **Waive all Rights of Subrogation** against Valley-Wide Recreation and Park District.

No Blanket Endorsements will be accepted.

Contractors who have employees are required to carry workers' compensation and have an agreement/endorsement of waiver of subrogation for workers' compensation for employee injury/illness.

The statement: "**Throughout Various Valley-Wide Recreation and Park District Facilities**" will need to be added to the Description of Operations Box on the certificate of Insurance. (This will cover the use of all facility sites within our District that may be requested)

Certificate Holder and Named Additional Endorsement should name:

Valley-Wide Recreation and Park District
It's Directors, Officers, Agents, Employees, and Volunteers
901 W. Esplanade Ave.
San Jacinto, CA 92582

Please Note: When submitting the Certificate of Insurance and Additional Insured Endorsement forms to Valley-Wide Recreation, please include the following information on a front cover page or envelope. This will ensure that the forms will be directed to the correct Valley-Wide Recreation site and Supervisor.

Facility: _____ **ATTN:** _____

Phone Number: 951-654-1505 **Email:** Anissa@GoRecreation.Org

Reproduction of Insurance Services Office, Inc. Form

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s):</p> <p>Valley-Wide Recreation and Park District It's Directors, Officers, Agents, Employees, and Volunteers 901 W. Esplanade Ave. San Jacinto, CA 92582</p>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is extended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. In the performance of your ongoing operations; or
- 2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance; whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Reproduction of Insurance Services Office, Inc. Form

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

SCHEDULE

Name Of Person Or Organization: Valley-Wide Recreation and Park District It's Directors, Officers, Agents, Employees, and Volunteers 901 W. Esplanade Ave. San Jacinto, CA 92582
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph B. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ATTACHMENT C

SEE FOLLOWING PAGE

