

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

638



**FROM:** Department of Facilities Management

**SUBMITTAL DATE:**  
 April 21, 2009

**SUBJECT:** Indio Volunteer Clinic

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the attached architectural and engineering services agreement between the County of Riverside and Urrutia Architects of Palm Springs, California, in the amount of \$288,410, plus a reimbursable allowance of \$14,500, and authorize the Chairman to execute the agreement on behalf of the County; and
2. Authorize the Assistant County Executive Officer/EDA/FM to administer the agreements in accordance with applicable Board policies.

**BACKGROUND:** On November 3, 2008, Facilities Management advertised a Request for Qualifications (RFQ) regarding the selection of a firm to provide architectural services for the proposed project. The RFQ was distributed for the purpose of selecting the most qualified firm to provide architectural services for a new Indio Volunteer Clinic.

(Continued)

*Robert Field*

Robert Field, Director  
 Assistant County Executive Officer/EDA/FM

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 89,975	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	08/09

<b>SOURCE OF FUNDS:</b> Palm Desert Redevelopment Pass-Through Funds	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

BY: *Jennifer L. Sargent*  
 Jennifer L. Sargent

**County Executive Office Signature**

Dep't Recomm.:  Consent  Policy  Policy  
 Per Exec. Ofc.:  Consent  Policy

Prev. Agn. Ref.:

District: 4

Agenda Number:

3.38

**BACKGROUND:** (Continued)

Per Board Policy H-7 and the Government Code, a selection committee was formed that included representatives from Facilities Management and Volunteers in Medicine to review each firm's qualifications and to interview selected firms. After reviewing all of the submitted Statements of Qualifications and conducting interviews, Urrutia Architects was selected as the firm best suited to provide the services required to successfully complete the Indio Volunteer Clinic. County Counsel has approved the agreement as to legal form.

Project related expenditures for FY 08/09 are estimated at \$89,975; expenditures for FY 09/10 are estimated at \$212,935. All associated costs pertaining to the agreement will be fully funded by the Palm Desert Finance Authority, thus no Net County Cost will be incurred as a result of this agreement.



**OWNER/ARCHITECT AGREEMENT**  
**BETWEEN COUNTY OF RIVERSIDE**  
**AND**  
**Urrutia Architects**

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**Volunteers In Medicine Volunteer Clinic**

**Project #FM08110003961**

## **AGREEMENT FOR ARCHITECTURAL SERVICES**

COUNTY OF RIVERSIDE, a political subdivision of the State of California, herein referred to as the "County", and Urrutia Architects, duly licensed as an Architect and/or Architectural Professional Corporation under the laws of the State of California, herein called "Architect", mutually agree as follows:

- I. DESCRIPTION. The Architect shall render architectural and engineering services for all identified phases of the project to the County, for which the County shall pay the Architect, all as hereinafter provided, with relation to design and construction, under contract to be let on competitive bidding, of building and improvements, herein called "project", described and generally located as follows: Volunteers In Medicine Volunteer Clinic located at the intersection of Van Buren Blvd. and Dr. Carreon Blvd., Indio, CA. (Project #FM08110003961)
  
- II. SCOPE OF WORK. The Architect shall perform all services and other activities necessary to design and prepare construction documents ready to advertise and receive bids for the project in accordance with the terms of this Agreement [and as outlined in the attached Exhibit "A", incorporated herein and by this reference made part hereof.]
  
- III. ARCHITECT'S SERVICES. The Architect shall render the following services and related services as stipulated in Exhibit "A".
  - A. PROGRAMMING VERIFICATION: Including developing from provided information a list of space allocations and room/outdoor area(s) space data sheets. Work under this phase to be completed within two weeks of written authorization to proceed.
  
  - B. SCHEMATIC DESIGN: Consult with representatives of the County, examine site and surroundings, ascertain presently proposed and probable future functions and requirements of the project; prepare schematic design studies incorporating the program requirements including site plans, floor plans, elevations, sections and other drawings necessary to describe the project. Prepare an itemized preliminary budget for the project, including a construction cost estimate, estimates for essential or optional fixtures and improvements recommended for separate purchase or installation, including but not limited to such items as floor coverings, window equipment, and all items of cost necessary to the completion but not to be covered by construction contract. Prepare outline specifications in sufficient detail to permit an analysis of the proposed construction and building systems specified and a tabulation of both gross and assignable floor areas with a comparison to the initial program requirements. Submit schematic drawings and an estimated construction cost; make necessary revisions as required to meet the financial limitations and other needs of the County; submit a preliminary schedule for completion of the subsequent phases. Design studies shall accommodate County's space standards and systems furniture needs as required. Work under this phase to be completed within four weeks of written authorization to proceed.

- C. DESIGN DEVELOPMENT: Develop from the schematic analysis, as approved, and submit to the County preliminary site plans, floor plans, elevations, cross-sections and other necessary drawings and specifications, to fix and illustrate the size and character of the project, including applicable essentials as to kind and quality of materials, type of structure, mechanical, electrical and sanitary systems, interior design and other fundamental information; present for the approval of the County a construction cost estimate, a revised schedule for completion of subsequent phases, apply for and obtain any necessary, preliminary approvals of public agencies. Work under this phase to be completed within four weeks of written authorization to proceed.
- D. CONSTRUCTION CONTRACT DOCUMENTS: Prepare detailed construction contract drawings, all related specifications and construction cost estimate; prepare other necessary contract documents, using forms provided by the County, to include general conditions and supplementary general conditions, instructions to bidders, form of proposal, agreement, bonds, and notice inviting bids. Assist County in applying for those permits and approvals typically required by law for projects similar to the one for which Architect services are being engaged. Complete final contract documents and submit them for approval, ready to invite bids, including any recommended alternate bid provisions and period for construction, accompanied in writing with any recommended adjustments in estimated contract price and other budget items and schedule for completion of subsequent phases; recommend time until receipt of bids, and for completion. Work under this phase to be completed within thirteen weeks of written authorization to proceed.
- E. BIDDING: Assist County in soliciting bids by direct communication with contractors, by means of usual trade publications and through construction bid plan rooms. Reproduce and issue drawings, specifications and other contract documents for bidding purposes; prepare and issue to all prospective bidders any necessary addenda not later than a reasonable period before the time fixed to receive bids, and submit the same for approval of the County before award of the contract; consult with and make specific recommendations to County concerning responsibility of bidders and proposed subcontractors and concerning acceptance or rejection of bids and alternate bids; thereafter give timely notice to County to issue the "Notice to Proceed" to the contractor to commence construction; promptly investigate requests of contractor for substitution of "equals" and make reports and recommendations to County.
- F. CONSTRUCTION: Make periodic visits to the project and provide construction administration services and observation of the work to assist securing completion for general conformity with the contract documents including drawings and specifications; without guaranteeing performance by contractors, observe compliance with contract requirements by contractors, and promptly notify County of uncorrected noncompliance, substantial delays and observed deviations from requirements of the contract; perform functions required of the Architect by the terms of this Agreement for Architectural Services; coordinate and cooperate

with the Clerk of the Works or inspector provided by the County; interpret drawings and specifications; review and act on reports of results of materials and systems testing arranged for and paid by the County or contractor as provided in the contract documents; review and accept (or reject) all submittals by the contractor required by the contract documents including shop drawings, products, and data samples for conformance with design concept and contract documents; prepare a color and finish schedule and all revisions thereof; approve material samples for color and finish; recognize the need for, negotiate, prepare and seek timely approval of change orders, specifying therein what, if any, additional time for completion is to be allowed on account thereof; review contractor's applications for payment and recommend certificates for payment, with full or partial withholding where circumstances so indicate; at completion stage make thorough and complete visual observations of exposed "to" view elements, report observed deficiencies and ascertain substantial compliance; thereupon, and not before, promptly report to County the fact of completion accompanied by notice of completion prepared for execution of County on form supplied by or acceptable to County's legal adviser; prepare and make all reports as required for local, state and federal agencies and obtain necessary approvals or other clearances thereon; file with County any required written warranties submitted by the contractor; based on Architect's observations during construction, review and report opinion of accuracy and completeness of record drawings as such pertains to information that Architect has knowledge of such as Change Orders, Addendum, Interpretations or Clarifications prepared by Architect, and file with County the record drawings, and specifications prepared by the contractor and for which the contractor assumes sole responsibility for the accuracy and completeness thereof. The Architect shall not have the authority to stop the construction work for any reason. The Architect shall not have control or charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, fabrication, procurement, shipment, delivery or installation, or for safety precautions and programs in connection with the Work, for the acts or omissions of the contractors, subcontractors, suppliers, or any other persons performing any of the work, or for the failure of any of them to carry out the Work in accordance with the contract documents.

- G. GUARANTY PERIOD: Consult with County's representatives and assist County in negotiations with contractors and subcontractors with reference to remedying defects of construction or unsatisfactory operation of the complete project or any of its parts, for a period of one year after acceptance of the project.
- H. EXTRA WORK: Extra work shall be performed only when requested or approved by the County in writing, after written notice from the Architect as to the estimated cost thereof. Extra work shall include, but not be limited to:
1. Prepare planning surveys and special analyses of the owner's needs, In addition to the base requirements of the contract, to clarify requirements of the project when requested by the owner.

2. Prepare measured drawings of existing construction when required for planning additions or alterations thereto.
3. Revising previously approved drawings or specifications to accomplish changes ordered by the County.
4. Consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services as may be required in connection with the replacement of such work.
5. Arranging for the work to proceed should the contractor default due to delinquency or insolvency.
6. Providing contract administration and observation of construction should the original construction contract time be exceeded by 60 days through no fault of the Architect.
7. Conducting an observation of the project prior to expiration of the guarantee period and reporting observed discrepancies under guarantees provided by the construction contract, if requested by the owner.
8. Preparing drawings and/or specifications for correction of defects of construction discovered after completion, or letting contracts or observation of construction thereunder, preparing for or participating in litigation arising out of the construction contract or defects of construction, whether before or after completion, or the enforcement of guarantees or warranties.
9. Preparation of drawing for remodeling of existing facilities, if applicable.

#### IV. ARCHITECT'S COMPENSATION

##### A. Determination of Amount

1. For the services hereinabove required the County shall pay to the Architect, in the manner hereinafter provided, a lump sum fee of Two Hundred Eighty Eight Thousand Four Hundred Ten Dollars (\$288,410.00) dollars, and shall be paid as provided in paragraph IV.C. Payment.
2. The Construction Contract Budget (which includes trade contracts and general conditions has been determined by the County and until revised by the County shall be deemed to be Two Million Seven Hundred Thousand Dollars (\$2,700,000.00). The Architect's compensation in Section IV, A,

I above, shall include design services necessary for the joint development of the information technology (IT) systems with the County's Information Technology Department.

3. If the accepted bid amount is higher or lower than the construction cost stipulated above, the Architect's fee will not be changed, except for increases in scope of work which will be compensated per terms outlined below in IV.B. Additional Services.
4. Authorized reimbursable expenses shall be paid at consultant's cost, plus 10%. Authorized reimbursable expenses are as follows, and shall not exceed: \$14,500.00.
  - a. Expenses for travel outside the Riverside County area provided, however, that such travel is authorized in advance by the County.
  - b. Expenses for postage of drawings and specifications.
  - c. Direct cost of models, renderings, prints, photographs or other reproduction authorized by the County.

B. Additional Services

1. Payments for additional services authorized by the Board shall be made upon acceptance of said services by Facilities Management Director and in accordance with one of the following as determined by the Facilities Management Director:
  - a. By negotiation between County and Architect.
  - b. By Hourly rates for time expended by Architect's personnel in accordance with Hourly Rate Schedule attached to this Agreement as Exhibit "C".
  - c. The Architect shall not be entitled to additional fee for deductive change orders nor shall his fee be reduced due to deductive change orders.
2. The compensation herein provided shall be full payment to the Architect for all services rendered by him and all persons engaged or employed by him in the performance of this agreement, and no additional payment or reimbursement shall be made therefore or for any travel or other expenses incurred by the Architect or such persons, except as may be specifically provided in writing between the parties.
3. No deduction from the Architect's compensation shall be made on account of any sum withheld from a contractor.

C. Payment

1. The County shall pay the Architect, upon his itemized statement (with backup documentation upon request), for completed and approved services under this agreement in the various phases. (See Exhibit "A".) The Architect shall be entitled to invoice monthly based on percentage complete of work.

- a. Program Verification -----(2%) \$6,000.00
- b. Schematic Design -----(13.5%) \$39,400.00
- c. Design Development----- (13.5%) \$39,500.00
- d. Construction Documents 50% of lump sum. ----(27%) \$76,550.00
- e. Construction Documents 100% of lump sum.----(27%) \$76,550.00
- f. Bidding----- (2%) \$5,435.00
- g. Construction Administration----- (8%) \$23,600.00

Invoiced in equal monthly installments from the start of construction.

- h. Close out/ Review of Record Drawings----- (4%) \$11,375.00

Invoiced upon acceptance and approval of the following:

Punch list development and monitoring of completion of punch list items; collection of warranties; collection of operation and maintenance manuals; operations and security walk through; staff instructions/training (if desired); and [review] of record drawings (As-Builts)

- i. Commissioning----- (3%) \$10,000.00

j. For extra work authorized by the County, the compensation shall be payable during the month following that in which the work was performed and approved by the County unless other specific methods of payment have been agreed upon between the parties.

2. County agrees that timely payment is a material part of the consideration of this agreement. The County shall review submitted invoices and within 14 calendar days of receipt notify

Architect in writing of questions or disputed amounts. Within 30 calendar days from the day the County receives an invoice, the County shall make payment of all amounts due, which have not been previously identified as a disputed amount and remain unresolved.

V. DUTIES OF ARCHITECT

- A. Upon execution hereof, the Architect shall proceed with the work in accordance with Exhibit "A", each phase shall be approved in writing by the County and a Notice to Proceed issued prior to commencing subsequent phases.
- B. The Architect's work on each phase shall be performed in such manner and form as will to the extent within the control of the Architect receive approval of any local, state or federal agency having jurisdiction to approve the same, and he shall furnish all architectural and engineering information and data necessary to meet the requirements of such agency or agencies in order to secure approval to construct the project or for financial aid in connection therewith, if requested to do so by the County. However, the Architect shall not be required to sign any documents, no matter by whom requested, that would result in the Architect having to certify, guarantee or warrant the existence of conditions whose existence the Architect cannot ascertain.
- C. If the lowest responsible construction bid for the project exceeds the adjusted estimated cost of construction by 10%, the Architect shall, upon request from the County, revise the construction documents, without cost to the County, so as to bring the cost of the project within said adjusted cost estimate without program alteration, and shall prepare the necessary documents to invite further bids, and in a like manner shall furnish revised construction documents in the same manner initially required herein. However, if the County elects to award a construction contract even though the responsible low bid exceeds the adjusted estimated cost of construction, the Architect's fee shall not be increased. If bidding has not commenced within three months after the Architect submits the proposed contract documents to the County, any of the estimated cost of construction shall be adjusted to reflect any change in the general level of prices which may have occurred in the industry between date of submission of the contract documents to the County and the date on which proposals are sought.
- D. The Architect shall obtain employ or engage all engineers, consultants or other individuals or firm necessary to enable him to perform the services under this agreement through all phases of the project, and shall be responsible for their compensation, including but not limited to structural engineers, mechanical engineers, electrical engineers, civil engineers, landscape architects, and interior design consultants.
- E. The Architect shall obtain and maintain during the term of performance of this

Agreement workers' compensation insurance in accordance with statutory requirements.

- F. The Architect shall deal directly with the duly appointed Project Manager from Facilities Management in all matters pertaining to the project construction.

## VI. DUTIES OF THE OWNER

- A. The County shall make available to the Architect all information which may be requested in order to perform the services required of him under this agreement, including space requirements, space standards, functions and uses proposed for all proposed occupancies. The Architect may rely upon the accuracy and completeness of all information provided by the County including, but not limited to surveys, tests, and reports. The Architect shall advise the County of any known errors, inconsistencies, or problems they may observe in such information.
- B. The County shall pay all fees required by any state or federal agency for filing and checking any of the work of the Architect or Architect's consultants. The County shall also pay such fees as shall be necessary to secure building and related permits for the work from governmental agencies.
- C. During such portion of the construction period as the County deems necessary, the County shall provide and compensate the Clerk of the Works or other building inspectors, who shall provide code interpretation and compliance with the construction documents inspection.
- D. The County shall promptly consider and act upon such written requests or recommendations of the Architect as may be necessary to proceed with the progress of construction.
- E. The Architect shall provide plans for systems furniture when the furniture is included in the project. The County shall engage a systems furniture consultant to work directly with the Architect to develop floor plans, including requirements for electric power, lighting and communication systems in the project.
- F. The County agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the agreement between the County and the General Contractor. The County also agrees that the County, Architect and Architect's consultants shall be indemnified and named as additional insured under the General Contractor's General Liability Insurance Policy.
- G. If the County's Project Manager observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the County to the Architect.

VII. DOCUMENTS

- A. The Owner acknowledges that the Architect's reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates and other similar documents are instruments of professional service, not products. Although ownership of such documents normally is retained by the Architect they nonetheless shall in this instance become upon their creation the property of the County whether the Project is constructed or not. The Architect will however retain the copyright to such documents. The County may use the design documents and the designs depicted in them, without the Architect's consent, in connection with the Project, or other County Projects, including, without limitation, future additions, alterations, connections, repairs, information, reference, use or occupancy of the Project(s). Any reuse of the documents by County without the written consent of the Architect shall be at County's sole risk and without liability or legal exposure to the Architect, and County shall indemnify, defend and hold the Architect harmless from any claims or losses arising out of such use of the design documents by the County.
- B. Upon completion of each of the Phases described in Exhibit "A", the Architect shall furnish to the County four (4) copies of all documents for that phase. Upon approval thereof by the County, the Architect shall furnish one reproducible set along with a CD in AutoCAD of construction documents.

VIII. INSURANCE – Without limiting or diminishing ARCHITECT'S obligation to indemnify and hold the COUNTY harmless, ARCHITECT shall procure and maintain, or cause to be maintained at its sole cost and expense, the following insurance coverage during the term of this Agreement:

a. **Workers' Compensation:**

If ARCHITECT has employees as defined by the State of California, ARCHITECT shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of the County and, if applicable, provide a Borrowed Servant/Alternate Employer Endorsement.

b. **Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products/completed operations if applicable, personal and advertising injury covering claims that arise from or out of ARCHITECT'S operations, use and management of the premises, or the performance of its obligations hereunder. Policy shall name, by Policy

Endorsement, the County of Riverside its Agencies, Districts, Departments and Special Districts, their respective Directors, Officers, Board of Supervisors, employees, elected and appointed officials as Additional Insureds. Policy limits shall not be less than \$2,000,000 per occurrence combined single limits. If Policy contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

c. **Vehicle Liability:**

If any vehicle or mobile equipment is used in the performance of the obligations under this Agreement, ARCHITECT shall maintain liability insurance for all owned, non-owned and hired vehicles in an amount not less than \$1,000,000 per occurrence combined single limit. Policy shall name, by Policy Endorsement, the County of Riverside its Agencies, Districts, Departments and Special Districts, their respective Directors, Officers, Board of Supervisors, employees, elected and appointed officials as Additional Insureds. If Policy contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall be Endorsed to name the County as Additional Insured.

d. **Property (Physical Damage):**

All-Risk personal property insurance coverage for the full replacement value of all ARCHITECT'S equipment, systems, structures and improvements/alterations if any including property in the ARCHITECT'S Care, Custody, and Control used on County premises, or used in any way connected with the accomplishment of the work or performance of services under this Agreement.

e. **Professional Liability:**

ARCHITECT shall maintain Professional Liability Insurance providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If ARCHITECT's Professional Liability Insurance is written on a claims-made basis (Project Specific) rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement, or the expiration or cancellation of the claims made insurance policy, ARCHITECT shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage), or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement, or 3) demonstrate through Certificates of Insurance that ARCHITECT has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

f. **General Insurance Provisions - All lines:**

- (1) Any insurance carrier providing insurance coverage hereunder shall be admitted or approved to the State of California unless waived, in writing, by the County Risk Manager. Carrier(s) shall have an A.M. BEST rating of not less than an A:VII. Insurance deductibles or self-insured retentions must be declared by the carrier(s), and such deductibles and retentions shall have the prior written consent from the County Risk Manager.
- (2) Cause its insurance carrier(s) to furnish the County of Riverside with a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any, cancellation, expiration or reduction of such insurance. Except (10) days written notice in the event of cancellation due to non-payment. In the event of, cancellation, expiration or reduction, this Agreement may be terminated by the County forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements evidencing coverage set forth herein and the insurance required herein is in full force and effect. **ARCHITECT shall not commence operations under this Agreement until the County of Riverside has been furnished original Certificate(s) of Insurance and all required endorsements. Upon County's request, ARCHITECT shall make available for inspection copies of ARCHITECT's insurance policies.**
- (3) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- (4) ARCHITECT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

**IX. INDEMNITY AND HOLD HARMLESS** – The ARCHITECT agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter individually and collectively referred to as "Indemnitees") from all liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings to the extent caused by any alleged or actual negligence, recklessness, willful misconduct, error or omission of ARCHITECT, its directors, officers, partners, employees, agents or representatives or any person or organization for whom ARCHITECT is responsible, arising out of or from the performance of services under this Agreement.

As respects each and every indemnification herein ARCHITECT shall defend and pay, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, and defense and settlements or awards against the Indemnitees.

With respect to any action or claim to indemnification herein by ARCHITECT, ARCHITECT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes ARCHITECT'S indemnification to Indemnitees as set forth herein.

ARCHITECT'S obligation hereunder shall be satisfied when ARCHITECT has provided to Indemnitees the appropriate form of dismissal relieving Indemnitees from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe ARCHITECT'S obligations to indemnify and hold harmless Indemnitees from third party claims.

In the event there is conflict between this cause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the ARCHITECT from indemnifying the COUNTY to the fullest extent allowed by law.

## X. TERMINATION

- A. The County shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice. Upon receipt of notice, the Architect shall immediately discontinue work and cancel all outstanding commitments for material, equipment or subcontractors that may be cancelled without undue cost. Architect shall notify County of commitments that cannot be cancelled without undue cost and County shall have the right to determine the best course of action. Subject to compliance with the foregoing and all other provisions of this Agreement, County shall pay to Architect reasonable and proper termination charges which shall not include anticipated profit. County shall be entitled to all material specifically accumulated for the work and included in the above costs. The County shall further compensate Architect for actual services performed in accordance with this Agreement, through the date of termination. Architect shall provide documentation deemed adequate by County to show the services actually completed and costs incurred by Architect.
- B. This Agreement may be terminated by either the Architect or the County upon seven (7) days written notice to the other party, in the event of substantial failure of performance by the other party or upon County's election to abandon or indefinitely postpone the project. Upon the giving of a notice to terminate by

either Party, the other Party shall have the opportunity to cure the deficiency giving rise to the notice within such seven (7) day period. In the event the County elects to abandon or indefinitely postpone the project and gives such seven (7) day notice to Architect of termination, the County shall make a lump sum payment for all services performed to date of written notice a total amount which bears the same ratio to the total maximum fee otherwise payable under this Agreement as the services actually performed bear to the total services necessary for performance of this Agreement.

- C. Notwithstanding any of the provisions of this Agreement, the Architect's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon the Architect's bankruptcy, or in the event of fraud, dishonesty, or willful or material breach of this Agreement by the Architect or at County's election, in the event of the Architect's unwillingness or inability for any reason whatsoever to perform the duties hereunder. In such event, the Architect shall be entitled to no further compensation under this agreement except for services actually rendered, it being the intent that the Architect shall be paid as specified only during such period that the Architect shall, in fact, perform the duties hereunder.

## XI. MISCELLANEOUS PROVISIONS

- A. Unless otherwise required by the County prior to commencement of the work in, the construction documents shall be prepared so that all of the work on the project will be executed under a single construction contract, but the County may request the Architect to provide for one or more alternate proposals whereby a reasonably severable portion or portions of the project may be bid as additive alternates in the event the County requests that any portion of the work be bid as additive alternates. The Architect shall not be entitled to any extra compensation for such work. If the additive alternates are let as separate construction contracts, The County and the Architect shall agree on the nature and extent thereof and additional services, if any, will be authorized the Architect in connection therewith.
- B. Unless otherwise specified by the County, soil and materials testing, usual and necessary for the proper performance of the Architect's work or the adequate construction of the project, shall be obtained by the County.
- C. The Architect shall consult with the County's legal adviser on legal matters affecting the County in relation to the drawings, specifications and contract documents and the relationship between County and contractor when requested by the County. The Architect shall submit for the County's legal advisers review, and correction if required, for approval as to legality or form, the contract documents and specifications (but not the drawings in the absence of a request therefore or of any specific legal problem therein), addenda (other than for correction of minor errors or minor omissions in the drawings or specifications), change orders and other documents which may have legal implications or legal

consequences to the County. Such documents shall be submitted in time reasonably to permit their review and advice to the County before the County shall act thereon, and in sufficient quantity to permit said legal adviser to retain one copy thereof if he so desires.

- D. The Facilities Management Director, or a designated assistant, shall represent the County initially in any informal discussions or conferences with the Architect preliminary to or not requiring the action of the County's governing body, unless the County shall designate some other person or persons for that purpose. A written summary of conclusions reached at any such conference may be required of the Architect by the County's representative.
- E. This agreement shall not be assignable by the Architect as to any rights or duties thereunder without the prior written consent of the County, and any assignment attempted in violation of this provision, or any involuntary assignment, shall give the County cause to terminate and cancel this agreement the same as for a breach thereof. In other respects this agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties.
- F. Any notice or communication under this agreement shall be transmitted to the Facilities Management Director or a designated assistant and to the Architect at the address shown under their signature, subject to change at any time by written notice from either party to the other.
- G. Release of Information to the Public: The Architect shall consider all information regarding the Project as confidential information. Any request for information from others shall be directed to the County.
- H. The following shall apply to all construction change orders:
  - 1. Work performed by the Architect or his consultants to clarify or explain a detail or condition in the drawing and/or specifications, the work will be considered an element of Architect's services and no payment for extra services will be made.
  - 2. For other change orders required by the County, the Architect shall be paid in accordance with the provisions of section for Extra Work for the cost for the services performed, regardless of an additive or deductive price for the change order.
- I. Construction Period Site Visits/Communication:
  - 1. It is the intention of the County to schedule weekly job-site visits. There may be occasions when fewer will suffice. There may be occasions where more will be required. The Architect agrees either to be in attendance at these meetings, or alternatively to have his architectural consultant and/or

those other consultants he considers to be appropriate in attendance.

2. The Architect shall be allowed the option of providing on site services in lieu of in-office services for the express purpose of expediting the interpretation of drawings, processing of shop drawings and processing of clarification requests. The additional on-site time shall not be interpreted by the parties as any increased responsibility for actual construction observation.
- J. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Litigation arising from this Agreement shall be brought in California Courts. The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.
- K. It is acknowledged by both parties that the Architect's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the Architect or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at the Architect's option and without liability for consequential or any other damages, suspend performance of services on the project until the County retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.
- L. Notwithstanding anything in this Agreement, the Architect, including the Architect's subconsultants, if any, shall not be responsible hereunder for any delay, default or nonperformance of this Agreement, if and to the extent that such delay, default or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, terrorist activity, sabotage, flood, epidemic, act of government authority in its sovereign capacity, labor, material, equipment or supply shortage, or any other cause beyond the reasonable control of such party.

IN WITNESS HEREOF, the parties hereto have executed this agreement on

\_\_\_\_\_  
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL

*Charles Latham*

Deputy Director  
Design & Construction Division  
Facilities Management  
Address: 3133 Mission Inn Ave.  
Riverside, CA 92507

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

OWNER  
COUNTY OF RIVERSIDE

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Chairperson, Board of Supervisors

(SEAL)

ARCHITECT  
Urrutia Architects

*Francisco J. Urrutia*

By Francisco J. Urrutia, AIA/FARA

Title President

By \_\_\_\_\_

Title \_\_\_\_\_

Address 165 Luring Drive

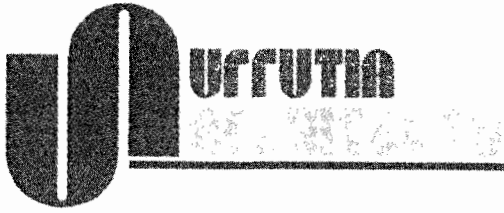
Palm Springs, CA. 92262

Dated \_\_\_\_\_

Phone No. 760-327-6800

FORM APPROVED COUNTY COUNSEL

BY: Marshall Victor 5/4/09  
MARSHAL. VICTOR DATE



165 Luring Drive  
Palm Springs, CA 92262  
760.327.6800  
760.327.6813 fax

[design@urrutiaarchitects.com](mailto:design@urrutiaarchitects.com)

April 13, 2009

Mr. Sergio Pena, Facilities Project Manager III  
County of Riverside Facilities Management  
3133 Mission Inn Avenue  
Riverside, CA. 92507

**RE: (3rd Revised) Proposal for Professional Design and Engineering Services VIM Volunteer Clinic Project  
Indio, CA.**

Dear Sergio:

Urrutia Architects is pleased to provide the County of Riverside Facilities Management with our 3rd revised proposal for professional architectural and engineering services for the new VIM Volunteer Clinic to be located in Indio, CA.

### **Scope of Work**

The following points summarize our understanding of the scope of work. The County of Riverside is proposing to build a new volunteer medical clinic located at the corner of Van Buren Blvd. and Dr. Carreon Blvd. located in Indio.

- The new facility will consist of about 5000 to 6000 SF of area. A program matrix was prepared by the county as well as a suggested floor plan of the various spaces. This plan and matrix will be reviewed with the VIM Board of Directors (User Group) and updated as required based on meetings with the User Group and the County of Riverside Facilities Management.
- The site is to be around 2 acres and will be located on the southwest corner of Dr. Carreon Blvd. and Van Buren Blvd. The final site location and configuration is not known at the time of this proposal, but Urrutia Architects anticipates working with the County in determining the final site.
- The County will be the contracting agency with Urrutia Architects and the County will provide the financing for this project during design and construction.
- Urrutia Architects will meet with the present owner of the site, The Coachella Valley Housing Coalition, to coordinate the design of the project into their Specific Plan for the remainder of the 35 acres (The Fred Young Labor Camp).
- The County will be purchasing the site from the present Owner. Once the site is purchased it will no longer be within the City limits and, therefore, not subject to

City zoning requirements. The County will handle any entitlement processing necessary.

- The project will be subject to County review of the following:
  - Design review
  - Landscape design review
  - County Fire Department
  - County Health Department
  - County Planning Department
  - County Building Department
- The project will be subject to the City of Indio review of the following:
  - Street Improvements
  - Valley Sanitation District
  - City Water Authority
  - City Planning (Courtesy review)
  - City Fire Department (The City contracts with the County for Fire services, but the City Fire Marshall will have jurisdiction here)
- The project will be designed to meet LEED certification,

### **Scope of Services**

Based on the above Scope of Work, Urrutia Architects will provide Basic and Non-Basic (Non-Basic Services are identified in bold italics) Architectural and Engineering Services, including Design and Construction Documents for the new VIM Volunteer Medical Clinic, including all site work to include the following services:

- Architectural
- Civil Engineering
- Structural Engineering
- Mechanical Engineering
- Plumbing Engineering
- Electrical Engineering
- Landscape and Irrigation
- Cost Estimating
- ***LEED Design and Certification***
- ***LEED Commissioning***

#### **A. Programming Verification:**

- a. Urrutia Architects will meet with the VIM Board (User Group) to discuss the program requirements of the new clinic. This will include present and future requirements. A matrix will be developed with room relationships and approximate room areas for final approval. From this matrix, the architect shall begin to prepare Schematic Design drawings of the project.

#### **B. Schematic Design Phase:**

- a. Urrutia Architects shall prepare schematic design drawings based on the

final Program Matrix that will consist of the following:

- Schematic Site Plan
- Schematic Floor Plan indicating the room sizes and configurations.
- Schematic Exterior Elevations indicating the general design of the building on all four sides with materials and colors proposed.
- Schematic MEP Systems, including **LEED Certification requirements identified.**
- Schematic structural systems identified.
- Schematic building sections.
- Itemized cost estimate based on the schematic design.
- Outline specifications.
- Presentation drawings that include colored site plans, floor plans, exterior elevations and sections, landscape plan, and rendered perspectives.
- Meetings as required with User Group and County.

b. Civil Engineering for this phase shall consist of the following:

- *Perform record map research and complete a boundary survey of the established 2 acre site.*
- *Set targets and tie in control for aerial photogrammetrics.*
- *Fly, photograph and map the site for production of topographic mapping at a scale of 1"=40'; produce map base with 1 ft. contour intervals in a digital format.*
- *Review Preliminary Title Report and support documents provided by the County of Riverside and plot any existing easements and rights of way, including unrecorded Bureau of Reclamation (BOR) easements, if applicable.*
- *Provide a Base Plan annotated with notes.*
- *Provide a legal and plat to create the new (2) two acre parcel. Provide to the County of Riverside for preparation of the grant deed and recording, with assistance from the Title Company chosen by the County of Riverside. The County of Riverside shall retain a Title Company to prepare the grant deed, obtain signatures and record the grant deed.*
- *Set Monuments at the new parcel corners; file a Record of Survey with the County of Riverside.*
- *Provide pre-design field survey of public street cross sections and tie-ins.*
- *Using the Boundary/Topo and Utility information, perform the additional field measurements along property lines; note any encroachments onto or from the site.*
- *Prepare ALTA survey with Standard Provisions, details, flood zones, APN's including Standard ACSM ALTA Certification Statement, per ACSM Standards of 2005 and the Optional Table "A" Item #'s; 1, 2, 3,*

- 4, 5, 7A, 8, 9, 10, 11A, 13, and 16 (attached herewith).
- Research and identify existing utilities including all dry utilities, water, sewer and irrigation, if applicable.
- Create existing utility base plan for AutoCAD format and take in all available plat information.
- Perform site visit to field verify Existing Utilities and Plainimetrics.
- Contact utility purveyors to discuss points of connection and site requirements.
- Request utility agency Will Serve letters.
- Plan processing through the County of Riverside as required at this level.

**C. Design Development Phase:**

a. Urrutia Architects shall prepare design development drawings based on the final schematic design drawings approved by the County, that will consist of the following:

- Preliminary Site Plan.
- Preliminary Floor Plan indicating the room sizes and configurations with furniture placed in the spaces for scale.
- Preliminary Exterior Elevations indicating the specific design of the building on all four sides with specific materials and colors proposed.
- Color and materials board.
- Preliminary MEP Systems, including **LEED Certification requirements identified.**
- Preliminary structural systems identified.
- Preliminary building sections.
- Preliminary roof plans.
- Preliminary reflected ceiling plans.
- Itemized cost estimate based on the preliminary design.
- Outline specifications.
- Presentation drawings that include colored site plans, floor plans, exterior elevations and sections, landscape plan, and rendered perspectives.
- Meetings as required with User Group and County.

b. Civil Engineering for this phase shall consist of the following:

- Incorporate the architectural preliminary site plan into a preliminary grading plan. Provide preliminary grading plan, paving plan, storm drain plan, and hydrology plan. Process through the County of Riverside for approvals.

#### D. Construction Document Phase:

a. Urrutia Architects shall prepare detailed construction documents based on the final design development drawings approved by the County, that will, in general, consist of the following:

- Title sheet with code analysis and ADA requirements.
- Site Plan, Hardscape Plan, and Site Details.
- Grading Plan (Prepared by the Civil Engineer and coordinated through the Architect.
- Floor Plans, finish schedule, and finish details.
- Exterior Elevations,
- Building Sections,
- Reflected Ceiling Plans and details.
- Roof Plans and details.
- Bathroom designs and details to meet ADA.
- Door and window schedule and details.
- Foundation plan and details.
- Framing Plan and Details,
- Mechanical (HVAC) plan and equipment schedule.
- Plumbing Plan and fixture schedule.
- Fire sprinkler riser locations and sizing. (Coordination with Civil engineer for tie into fire line)
- Electrical Plan and fixture schedule.
- Site electrical and plumbing plan.
- Landscape/ Irrigation Plan, Landscape Lighting Plan and details.
- Specifications book prepared in CSI format.
- **LEED Compliance as required during this phase of the work.**
- Itemized cost estimate based on the construction documents at 50% stage and 100% stage of drawings.

b. Civil Engineering for this phase shall consist of the following;

- **Prepare and process offsite improvement plans for Dr. Carreon Blvd, and Van Buren Blvd. (Curb cut only for driveway. This has been verified with City of Indio Engineering Department). Process through the City of Indio.**
- **Prepare and process Offsite Street signing and striping plans for Dr. Carreon Blvd. and Van Buren Blvd. Process through the City of Indio.**
- **Provide dry utility coordination services to remove or underground existing utilities as necessary. Coordinate the design process with IID Energy, Verizon, The Gas Company, and Time Warner Cable to bring new service to a single point of connection to feed the project. Includes all applications and submittals to final design.**
- Prepare and process a Precise Grading and Paving Plan (includes storm drain). Process through the County of Riverside.

- Prepare earthwork analysis.
- Prepare and process Storm Water Pollution Prevention Plan (SWPPP) and PM-10 Fugitive Dust Control Plan and Water Quality Management Plan (WQMP) for construction activities. (NOI will be prepared and processed by the County of Riverside.)
- Prepare and process Public Water and Sewer Improvement plans from property line/right-of-way to point of connection in the public street.
- Prepare hydrology exhibit and report. Process through the County of Riverside.
- ***Review cost estimate prepared by the cost estimator.***
- Provide details and specifications as necessary to compliment the Architectural drawings.
- Attend meetings as required.

**E. Bidding Phase:**

- a. Urrutia Architects shall assist the County in soliciting and obtaining bids from general contractors for the project. During the course of the bidding process, the architect shall prepare and issue addenda as necessary to the bidders, respond to bidders' RFI's, review bids, and make final recommendations to the County.

**F. Construction Administration Phase:**

- a. Urrutia Architects shall provide professional services during the course of construction that shall include the following:
  - Provide clarification and interpretive drawings to the contractor.
  - Review and respond to RFI's from contractors.
  - Review submitted changes in construction and costs proposed by the contractor. Process any Change Orders during the construction phase.
  - Review Applications for Payment from the Contractor and make recommendations for payments by the County.
  - Visit the job site once a week to review progress of work and answer any questions the contractor may have. Document the site visits with photographs and written memos which will be distributed.
  - Review and process shop drawings and submittals.
  - Prepare punch lists during substantial completion and final punch lists to close out the project.
  - Meetings during construction as required with the User Group and County.

**G. Closeout Phase:**

- a. Urrutia Architects shall provide services that will include the documentation of all warranties, guarantees, operation manuals, training documentation, **basic review of record drawings, and LEED certification**. Documents shall be reviewed for completeness and organized prior to delivery to the County of Riverside.

**H. LEED Commissioning Services (Non Basic Services):**

- a. TMAD Taylor and Gaines will be responsible for providing LEED Energy and Atmosphere Prerequisite 1, Fundamental Commissioning for the new Indio Volunteer Clinic.

TMAD TAYLOR & GAINES (TTG) will act as Commissioning Agent (CxA) to meet the requirements of the fundamental EAp1 Fundamental Commissioning of the building Energy Systems. The primary role of the CxA is to develop and coordinate for the building systems, the execution of a testing plan, and observe and document performance - that is, to verify and document that specified systems are functioning in accordance with the Design Intent, and in accordance with the Contract Documents.

Systems subject to Commissioning under this proposal include all mechanical and electrical distribution systems; subsystems and components specified in the Specifications. For these systems and components, the CxA will:

- Verify that applicable systems and components are installed in conformance with the contract documents, according to the manufacturer's recommendations and industry accepted minimum standards, and that they receive appropriate operational checkout by the installing contractor, such that the facility, overall, reliability operates as intended.
- Verify and document intended performance of equipment and systems in accordance with system design criteria in the contract documents, using Functional Performance Testing (FPT) administered by the contractors.
- Verify that all Owners' operating personnel are adequately trained in accordance with the specifications.
- Verify that documentation of warranty period service work and end of warranty punch list work is provided as required by contract documents.

The commissioning process will encompass and coordinate the traditionally separate functions of system documentation, equipment

start-up, control system calibration, testing and balancing (CAB), performance testing and verification, and training.

The CxA may assist with problem-solving or resolving nonconformance or deficiencies, but ultimately these responsibilities reside with the GC and the A/E. The CxA is not responsible for design concept, design criteria, compliance with codes, design or general construction scheduling, cost estimating, or construction management. The respective Contractors will provide all instrumentation and tools, and the use of the same, necessary to start, checkout, and functionally test their equipment and systems.

b. Pre-requisite (Fundamental) Building Commissioning – Construction and Acceptance Phase with respect to specified mechanical and electrical systems:

- Coordinate and direct the Mechanical and Electrical Systems Cx activities in a logical sequential and efficient manner, using consistent protocols and forms, centralized documentation, clear and regular communications and consultations with all necessary parties, and frequently updated timeliness schedules, and technical expertise.
- Coordinate with the GC to ensure that commissioning activities are being scheduled into the master schedule.
- Participate, as appropriate, in preparation and maintenance of a Cx schedule and work plan throughout the duration of the project.
- Participate, as needed in planning, scheduling and conducting the initial Cx scope (kickoff) meeting with all project team members.
- Participate, as appropriate, in planning and conducting Cx progress meetings at intervals necessary to maintain scheduled progress of Cx activities.
- Request and review additional information required to perform Cx tasks, including O & M materials, contractor start-up and checkout procedures.
- Gather and review the current control sequences and interlocks, and work with contractors and design engineers until sufficient clarity has been obtained, in writing, to be able to write detailed testing procedures.
- Coordinate development of, approve, and distribute pre-functional tests and checklists.

- Participate, as appropriate, in developing an enhanced start-up initial systems-checkout plan with the GC and subcontractors.
- Perform site visits, as necessary, to observe component and system installations. Attend selected planning and job-site meetings to track construction progress. Review construction-meeting minutes for revisions/substitutions related to the Cx process. Assist in resolving construction related or design related discrepancies identified in the Cx process.
- Ensure pre--functional test and start-up checklist are being completed by the appropriate contractors and that 100% full time observation of the pre-functional testing by the General Contractor (GC) has occurred. The completed documentation is to be provided to the CxA by the GC for inclusion into the final Cx report.
- Ensure system start-up has been properly completed by the appropriate contractors and that 100% full time site observation of the testing by the GC has occurred. The completed documentation is to be provided to the CxA by the G.C. for inclusion into the final Cx document.
- With necessary assistance and review from installing contractors, perform the functional performance test procedures for equipment and systems.
- Analyze and functional performance trend logs and monitoring data to assist in verifying performance.
- Coordinate, witness, and approve manual functional performance tests performed by installing contractors, Coordinate retesting, as necessary until satisfactory performance is achieved, subject to Paragraph 5.8 of Work Subject to Additional Fees.
- During the submittal process, and throughout the construction phase, for the BMS, as well as other equipment, the CxA will revise the FPT's as needed, to incorporate any relevant design revisions, RFI replies, submittal review comments, etc. such that the FPT's accurately reflect system operations at the time the FPT's will be performed by the contractors under the direction of, and documented by the CxA. Where such Information is necessary to achieve this requirement, but not received in a timely manner, additional fees will be charged at our regular scheduled rates, if schedule and/or manpower requirements are affected such that there is additional cost to TTG.
- Maintain a Master Cx Deficiency and Resolution Log and a separate testing record. Provide the Facility with written progress reports and test results, with recommended actions.

- Compile and maintain a complete Cx record, with all filled out test forms.
- This proposal assumes that the specifications sections concerning commissioning provide that the CxA's responsibility is limited to witnessing and documenting systems performance, and associated coordination of such performance testing. It is the responsibility of the respective contractors to operate, demonstrate operation, and document proper operation of their systems and equipment, throughout the commissioning process. Additional fees will be required if the CxA is to provide services beyond witnessing, and documentation of performance testing as described in this proposal.

### Proposed Compensation

To provide the services described in this proposal, the following compensation is proposed:

A total fixed cost of **\$288,410.00**, plus reimbursable expenses.

A. Program Verification Phase:

A fixed sum of **\$6,000.00**, plus reimbursable expenses.

B. Schematic Design Phase:

A fixed sum of **\$39,400.00**, plus reimbursable expenses.

C. Design Development Phase:

A fixed sum of **\$39,500.00**, plus reimbursable expenses.

D. Construction Document Phase:

A fixed sum of **\$153,100.00**, plus reimbursable expenses.

E. Bidding Phase:

A fixed sum of **\$5,435.00**, plus reimbursable expenses.

F. Construction Administration Phase:

A fixed sum of **\$23,600.00**, plus reimbursable expenses.

G. Closeout Phase:

A fixed sum of **\$6,875.00**, plus reimbursable expenses.

H. Review of Record Drawings:

A fixed sum of **\$4,500.00**, plus reimbursable expenses.

I. LEED Commissioning Services:

A fixed sum of **\$10,000.00**, plus reimbursable expenses.

Reimbursable Expenses:

Reimbursable Expenses are in addition to the Architect's compensation, and include actual expenditures made by the Architect and the Architect's employees and Consultants in the interest of the Project for the expenses listed in the following Subparagraphs:

- Long distance communications;
- Fees paid in securing approvals of authorities having jurisdiction over the Project;
- Reproductions of drawings, specifications and other documents;
- Postage and special handling of documents;
- Finish/ detailed models requested by the Client,

**We are proposing a maximum cost of \$14,500.00 for reimbursable expenses.**

Exclusions include the following:

- Geotechnical reports or testing, to be provided by the County.
- Post construction ALTA Survey.
- Interior Design Services regarding furniture selection and/or purchasing.

### **Non-Basic and Basic Services Breakdown:**

As requested we have distinguished between the Basic Services and Non-Basic Services proposed as follows:

- **Basic Services total - \$229,875.00**
- **Non-Basic Services - \$58,535.00**
  - Civil Engineering -- \$33,035.00
    - Schematic Design Phase - \$17,975.00
      - Includes Boundary Survey, Topographic Survey, Review/ Plot Easements, Legal/Plat/Grant Deed Coordination, Monument/Record of Survey, Cross Sections/Tie-Ins, ALTA Survey, Utility Research/Digital Base Plan/Site Visit/Points of Connection/Will Serve Letters, Processing thru County.
    - Construction Document Phase - \$13,060.00
      - Dry Utility Coordination, Cost Estimate Review, Off Street Improvements, and Off Street Signing and Striping.
    - Review of Record Drawings - \$2,000.00
  - MEP Engineering - \$23,000.00
    - LEED Certification - \$12,500.00
    - LEED Commissioning - \$9,000.00
    - Review of Record Drawings - \$1,500.00
  - Landscaping - \$1,000.00 (Review of Record Drawings)
  - Architectural - \$1,500.00 (LEED Certification Design Integration)

## **Proposed Construction Budget**

We have completed a review of the site and the project with our consultants with regard to estimated construction costs. We can work with the following construction budget:

- Building Costs (Based on a 5000 SF - 6000 SF Type V-B Structure with a simplified design concept).
  - \$2,200,000
- Site Costs (Based on a 2 acre site with only partial improvements that would relate only to the building footprint and surrounding parking area – estimated to be between 24 and 30 parking spaces. Includes full off-site street frontage improvements for Dr. Carreon Blvd. and curb cut only for Van Buren Blvd.; landscaping for improved site only.)
  - \$420,000
- LEED Certification. (additional construction costs)
  - \$80,000
- Total Building and site costs - \$2,700,000.

## **Additional Services – Carports and Photovoltaic Panels**

We are assuming there would be about 24-30 parking spaces connected with this project, which could be covered with a shade structure. The estimated roof coverage of this structure could be around 6000 SF, to be covered with Photovoltaic (PV) panels to generate electricity for the project. This could accommodate approximately 250 PV panels at 200 watts each for a total output of about 50 KW of power.

Our services will include architectural, structural and electrical engineering for a complete set of documents that would be integrated into the overall project bid and construction package.

- Proposed Compensation - \$19,500, plus reimbursable expenses.

## **Project Schedule**

Attached is our estimated project schedule for your review.

## **Hourly Rate Schedules**

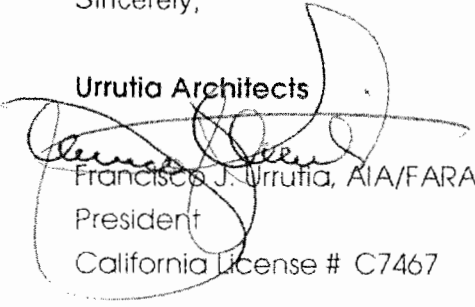
Attached are the hourly rate schedules.

VIM Volunteer Medical Clinic  
County of Riverside Facilities Management  
Indio, CA  
4/3/2009

If our proposal is acceptable, I am prepared to execute an Owner Architect Agreement that is acceptable to both parties. Should you have any questions, please call me. I look forward to hearing from you.

Sincerely,

**Urrutia Architects**

  
Francisco J. Urrutia, AIA/FARA

President

California License # C7467

## TABLE A

### OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

*NOTE: The items of Table A must be negotiated between the surveyor and client. It may be necessary for the surveyor to qualify or expand upon the description of these items, e.g., in reference to Item 6, there may be a need for an interpretation of a restriction. The surveyor cannot make a certification on the basis of an interpretation or opinion of another party. Items 16, 17 and 18 are only for use on projects for the U.S. Department of Housing and Urban Development (HUD).*

*If checked, the following optional items are to be included in the ALTA/ACSM LAND TITLE SURVEY, except as otherwise negotiated:*

1.  Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the property, unless already marked or referenced by an existing monument or witness to the corner.
2.  Vicinity map showing the property surveyed in reference to nearby highway(s) or major street intersection(s).
3.  Flood zone designation (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent, by scaled map location and graphic plotting only.)
4.  Gross land area (and other areas if specified by the client).
5.  Contours and the datum of the elevations.
6.  List setback, height, and floor space area restrictions disclosed by applicable zoning or building codes (beyond those required under paragraph 5d of these standards). If none, so state. The source of such information must be disclosed. See "Note" above.
7.  (a) Exterior dimensions of all buildings at ground level  
 (b) Square footage of:  
      (1) exterior footprint of all buildings at ground level  
      (2) gross floor area of all buildings; or  
      (3) other areas to be defined by the client  
      (c) Measured height of all buildings above grade at a defined location. If no defined location is provided, the point of measurement shall be shown.
8.  Substantial, visible improvements (in addition to buildings) such as billboards, signs, parking structures, swimming pools, etc.
9.  Parking areas and, if striped, the striping and the type (e.g. handicapped, motorcycle, regular, etc.) and number of parking spaces.
10.  Indication of access to a public way on land such as curb cuts and driveways, and to and from waters adjoining the surveyed tract, such as boat slips, launches, piers and docks..
11.  Location of utilities (representative examples of which are shown below) existing on or serving the surveyed property as determined by:  
      (a) Observed evidence  
      (b) Observed evidence together with evidence from plans obtained from utility companies or provided by client, and markings by utility companies and other appropriate sources (with reference as to the source of information)
  - railroad tracks and sidings;
  - manholes, catch basins, valve vaults or other surface indications of subterranean uses;
  - wires and cables (including their function, if readily identifiable) crossing the surveyed premises, all poles on or within ten feet of the surveyed premises, and the dimensions of all crossmembers or overhangs affecting the surveyed premises; and
  - utility company installations on the surveyed premises.
12.  Governmental Agency survey-related requirements as specified by the client.

13.  Names of adjoining owners of platted lands.
14.  The distance to the nearest intersecting street as designated by the client
15.  Rectified orthophotography, photogrammetric mapping, laser scanning and other similar products, tools or technologies may be utilized as the basis for the location of certain features (excluding boundaries) where ground measurements are not otherwise necessary to locate those features to an appropriate and acceptable accuracy relative to a nearby boundary. The surveyor shall (a) discuss the ramifications of such methodologies (e.g. the potential accuracy and completeness of the data gathered thereby) with the title company, lender and client prior to the performance of the survey and, (b) place a note on the face of the survey explaining the source, date, relative accuracy and other relevant qualifications of any such data.
16.  Observable evidence of earth moving work, building construction or building additions within recent months.
17.  Any changes in street right of way lines either completed or proposed, and available from the controlling jurisdiction. Observable evidence of recent street or sidewalk construction or repairs.
18.  Observable evidence of site use as a solid waste dump, sump or sanitary landfill.
19.



165 Luring Drive  
Palm Springs, CA 92262  
760.327.6800  
760.327.6813 fax

design@urrutiaarchitects.com

**RATE SCHEDULE**

March 25, 2009

PRINCIPAL	\$200.00/ hr.
PROJECT MANAGER	\$100.00/ hr.
CADD MANAGER	\$ 85.00/ hr.
JOB CAPTAIN	\$ 85.00/ hr
CADD OPERATOR	\$ 60.00/ hr.
INTERMEDIATE DRAFTSPERSON	\$ 50.00/ hr.
ADMINISTRATIVE ASSISTANT/ BOOKKEEPER	\$ 30.00/ hr.

\*\*\*\*\*

Services of professional consultants engaged for structural, mechanical, electrical, landscaping, civil engineering services, or other consultants required for the Project, shall be charged at the rate of 1.15 times the amount billed to the Architect for these services.

*[Handwritten signature]* 4.28.09  
\$ 4.28.09

\*\*\*\*\*



2009
SCHEDULE OF CHARGES FOR
ENGINEERING SERVICES

The fee for our services will be based on the charges listed below. All fee quotations are applicable for a period of 90 days from the date of the proposal to which this schedule is attached. We reserve the right to modify these rates upon 30 days advance notice.

Handwritten signature and date: 4.20.09

PERSONNEL HOURLY RATES

Table with 2 columns: Personnel Role and Hourly Rate. Roles include Principal, Project Manager, Project/Senior Engineer, Engineer, Designer, CADD Operator, Construction Administrator, and Word Processor/Clerical.

These rates apply to regular time and travel time in the continental United States. A maximum travel time of eight hours will be charged in any day. Overtime, if required in the interest of the project, will be charged at the above rates for professional personnel and at 1.5 times the above rates for other personnel.



Knapp & Associates, Inc.  
408 South Stoddard Ave., San Bernardino Ca. 92401  
Phone: (909) 889-0115 Fax: (909) 889-0455 E-mail: knappae@aol.com

### Hourly Rates

Engineering (Principal)	\$ 200/hr.
Engineering (Staff)	\$ 150/hr.
Senior Designer	\$ 100/hr.
Drafting / CAD	\$ 75/hr.
Clerical	\$ 60/hr.

WAYNE CARLTON CONNOR & ASSOCIATES

Landscape Architecture and Land Planning

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44267 MONTEREY AVENUE • PALM DESERT, CALIFORNIA 92260  
(760) 340-9277 • FAX (760) 346-6509

**RATE SCHEDULE**

Hourly billing rates are as follows:

Principal	\$180.00 per hour
Project Manager	\$ 95.00 per hour
Technical Staff	\$ 85.00 per hour
Clerical Staff	\$ 50.00 per hour
Consultant	Direct cost, plus 15%

**JACOBUS & YUANG, INC.**

6477 Telephone Rd., Suite 7-25, Ventura, CA 93003 Tel (213) 688-1341 or (805) 339-9434 Fax (213) 688-1342

PROJECT: INDIO VOLUNTEER CLINIC DATE: 25-Mar-09  
 CLIENT: URRUTIA ARCHITECTS

SUBJECT: BILLING RATES APPLICABLE TO ESTIMATING SERVICES

CATEGORY	HOURLY RATE FOR C.Y. 2009
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**PROFESSIONALS:**

Principal	\$140.00
Chief Estimator	\$104.00
Senior Estimator/Scheduler (All Disciplines)	\$96.00
Estimator/Scheduler (All Disciplines)	\$75.00
Junior Estimator/Scheduler (All Disciplines)	\$64.00
Computer Operator (Spread Sheet Report Formatting)	\$42.00
Secretarial (Letters & Report Typing)	\$42.00

**OTHER COSTS:**

Non-Reimbursable, as follows: **No Charge**

Normal costs associated with telephone, computer usage, facsimiles, reports not exceeding three copies, initial messenger/courier charges, and/or the like, incidental to initial report production, shall not be separately charged.

Reimbursable as follows: **Included in hourly rate**

Travel, special reproductions including schedule plots larger than 8 1/2"x11, photographs, videos, sub-consultant services, mileage, reports in excess of three copies, and the like.

Long distance traveling (in excess of 50 miles driving) **Cost**

~~NOTES:~~

~~ADJUSTED HOURLY RATES shall apply to all projects completed~~  
~~THIS Fee Schedule is superseded by another in agreement with the Client~~

*[Handwritten Signature]*  
 7.28.09  
 \$ 4.28.09

# Fomotor Engineering

225 South Civic Drive, Suite 1-5 ♦ Palm Springs, California 92262

Office: (760) 323-1842 ♦ Facsimile: (760) 323-1742

Email: [phillip@fomotor.com](mailto:phillip@fomotor.com) ♦ Website: [www.fomotor.com](http://www.fomotor.com)

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**Engineering**

**Land Surveying**

**Land Planning**

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## 2009 SCHEDULE OF HOURLY RATES

Registered Engineer / Land Surveyor/Project Manager.....	\$125.00
Project Engineer.....	\$110.00
Senior Designer.....	\$ 95.00
Designer/CADD Operator with Computer Work Station.....	\$ 75.00
Project Planner.....	\$110.00
Senior Planner.....	\$ 95.00
Planner Technician.....	\$ 75.00
Project Surveyor.....	\$110.00
Senior Survey/ Mapping Technician.....	\$ 95.00
Survey/ Mapping Technician.....	\$ 75.00
One Man Survey Crew.....	\$110.00
Two Man Survey Crew.....	\$145.00
Three Man Survey Crew.....	\$175.00
Administrative Assistant.....	\$ 35.00

