

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

677



**FROM:** Economic Development Agency and the Department of Public Social Services

**SUBMITTAL DATE:**  
June 29, 2009

**SUBJECT:** Desert Resource Center Build-Out

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

1. Ratify the attached architectural and engineering services agreement between the County of Riverside and WWCOT of Palm Springs, California, in the amount of \$238,400, plus a reimbursable allowance of \$1,500, and authorize the Chairman to execute the agreement on behalf of the County;
2. Authorize the Assistant County Executive Officer/EDA to administer the agreement in accordance with applicable Board policies;
3. Approve the bid documents for the Desert Resource Center Build-Out project in Palm Springs and authorize the Clerk of the Board to advertise for bids;

(Continued)

*Susan Loew*

*Robert Field*

Susan Loew, Director  
Department of Public Social Services

Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	<b>Current F.Y. Total Cost:</b>	\$ 2,475,000	<b>In Current Year Budget:</b>	Yes
	<b>Current F.Y. Net County Cost:</b>	\$ 0	<b>Budget Adjustment:</b>	No
	<b>Annual Net County Cost:</b>	\$ 0	<b>For Fiscal Year:</b>	09/10

**SOURCE OF FUNDS:** Palm Desert Financing Authority  
Bond Proceeds 81% and Federal Department of Housing  
and Urban Development Appropriations Act 19%

<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**

*Jennifer L. Sargent*

County Executive Office Signature

BY: Jennifer L. Sargent

Reviewed by  
 Christopher Hans  
 Departmental Concurrence  
 FORM APPROVED BY COUNTY COUNSEL  
 DATE: 7/1/09  
 BY: NEAL R. KIPNIS

Consent  
 Policy  
 Consent  
 Policy

Dept't Recomm.:  
 Per Exec. Ofc.:

Prev. Agn. Ref.: 3.43, 7/29/08; 3.34, 7/01/08

District: 5

Agenda Number:

**3.38**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**RECOMMENDED MOTION:** (Continued)

4. Approve the total project budget of \$2,475,000;
5. Upon completion of the bid process, authorize the Assistant County Executive Officer/EDA to determine award of the project and authorize the Chairman to execute the agreement with the lowest responsive and responsible bidder in accordance with Board Policy B-11; and
6. Delegate project management authority for this project to the Assistant County Executive Officer/EDA in accordance with applicable Board policies.

**BACKGROUND:**

The purpose of the project is to build out approximately 20,500 square feet of interior space at 19531 McLane Street in Palm Springs for a multi-services facility to service the homeless community within the Western Coachella Valley region in Riverside County. The Desert Resource Center will include a homeless shelter, kitchen, dining and an Access Center. The project is a collaboration between the County of Riverside and the Coachella Valley Association of Governments (CVAG).

Per Board Policy H-7 and the Government Code, a selection committee was formed that included representatives from Facilities Management, now known as Economic Development Agency (EDA), to review each firm's qualifications and to interview selected firms. After reviewing all of the submitted Statements of Qualifications and conducting interviews, WWCOT was selected as the firm best suited to provide the services required to successfully complete the Desert Resource Center Build-out project. County Counsel has approved the agreement as to legal form.

EDA requests that the Board delegate the authority of awarding and executing the construction agreement, as well as any necessary contract amendments, to the Chairman, provided that the contract amounts fall within the proposed project budget. Time is of the essence to complete this project in the effort to open the facility by December 1, 2009 in time to serve as a winter shelter.

The construction agreement will be awarded to the lowest responsive and responsible bidder following review and approval of the bid submittals and contract by County Counsel.

**PROJECT BUDGET:**

The approximate allocation of the project budget is as follows:

Design	\$239,900
Construction	\$2,020,000
Plan Check and Inspection	\$40,000
Project Management	\$57,243
Contingency	<u>\$117,857</u>
<b>TOTAL</b>	<b>\$2,475,000</b>

**FINANCIAL IMPACT:**

All costs associated with this project will be funded with Palm Desert Financing Authority and Federal Department of Housing and Urban Development Appropriations Act funds.



**OWNER/ARCHITECT AGREEMENT**

**BETWEEN COUNTY OF RIVERSIDE**

**AND**

**Widom Wein Cohen O'Leary Terasawa  
(WWCOT)**

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**DESERT RESOURCE CENTER BUILD-OUT**

**Project #FM08410003957**

## AGREEMENT FOR ARCHITECTURAL SERVICES

COUNTY OF RIVERSIDE, a political subdivision of the State of California, herein referred to as the "County", and **Widom Wein Cohen O'Leary Terasawa (WWCOT)**, 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, effective as of March 23, 2009:

- 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:  
**Desert Resource Center Build-Out (Project #FM08410003957).**
- 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 six weeks of written authorization to proceed.
- E. BIDDING: Solicit 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 Thirty Eight Thousand Four Hundred (\$238,400)** 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 One Million Nine Hundred Forty Five Thousand Dollars (\$1,945,000). 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: \$1,500.
  - 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 the Assistant County Executive Officer/EDA and in accordance with one of the following as determined by the Assistant County Executive Officer/EDA:
  - 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 "B".
  - 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 Attachment "A".) The Architect shall be entitled to invoice monthly based on percentage complete of work.

a. Program Verification -----5%-----\$11,920

b. Schematic Design -----15%-----\$35,760

c. Design Development-----15%-----\$35,760

d. Construction Documents 50% of lump sum. -----22%----\$52,448

e. Construction Documents 100% of lump sum. ----20%----- \$47,680

f. Bidding-----5%-----\$11,920

g. Construction Administration-----15%-----\$35,760  
    Invoiced in equal monthly installments from the start of construction.

h. Close out-----3%-----\$7,152  
    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 preparation of record drawings (As-Builts)

i. 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, 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

the Economic Development Agency 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 furnish the Architect with an engineering site survey and topography of the property upon which the project is to be constructed. Such survey shall be prepared by a licensed surveyor or registered civil engineer and shall indicate existing structures, land features, improvements, public utility and public service installations, elevations, boundary dimensions, easements and other matters usual to such surveys, and such other items as may be requested by the Architect. The survey shall be provided as soon as possible after award of the contract.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.

- H. 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 ACAD 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. 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** – All liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings to the extent caused by an alleged or actual negligent, reckless or intentional act, 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 professional services under this Agreement; and ARCHITECT shall indemnify and hold harmless the County of Riverside, its

Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of ARCHITECT, its officers, employees, subconsultants, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of ARCHITECT, its officers, agents, employees, subconsultants, agents or representatives from this Agreement. ARCHITECT shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject 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 COUNTY as set forth herein.

ARCHITECT'S obligation hereunder shall be satisfied when ARCHITECT has provided to COUNTY the appropriate form of dismissal relieving COUNTY 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 the COUNTY herein from third party claims.

In the event there is conflict between this clause 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 therefor 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 Assistant County Executive Officer/EDA, 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 Assistant County Executive Officer/EDA 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 Waltham*

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

ATTEST:

~~Nancy Romero~~ Kecia Harper-Them  
Clerk of the Board

OWNER  
COUNTY OF RIVERSIDE

By \_\_\_\_\_

Deputy

(SEAL)

Chairperson, Board of Supervisors

ARCHITECT  
WWCOT

By *James J...*

Title *partner*

By *Rain J...*

Title *PARTNER*

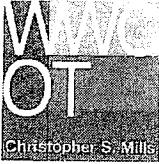
Address \_\_\_\_\_

Phone No. \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL

BY: *Neal R. Kipnis*  
NEAL R. KIPNIS DATE

Dated \_\_\_\_\_



Full-spectrum architecture  
and design services

**EXHIBIT "A"**

June 24, 2009

Mr. Rizaldy T. Baluyot, Supervising Facilities Project Manager  
**County of Riverside**  
3133 Mission Inn Avenue  
Riverside, CA 92507

**Re: Proposal for Architectural Services for Desert Resource Center  
WWCOT|Mills Project No. 084018.00**

Dear Rizaldy:

Based on discussions with you and your staff, it is our understanding that the County of Riverside (County) will develop the Desert Resource Center (Project) at 19531 McLane Avenue in Palm Springs, CA within an existing County owned warehouse building. Per our recent discussions and meetings, the following is our proposal for professional services for the above referenced project.

**1.0 Project Description**

1.1 The Project is to be housed in an existing 47,880 square foot County owned warehouse building referred to as Building "A." This built Project will be approximately 20,500 square feet, occupying three (3) bays of the existing building.

1.1.1 The conceptual estimate of construction cost is \$2.6 million dollars

1.1.2 The programming and schematic design services will incorporate the option of four (4) bays. It is our understanding that the additional bay will be built at a later phase.

1.1.3 The construction will occur over two phases. The shelter (Phase 1) is to be operational early December 2009 and the operational date for the Kitchen (Phase 2) is to be developed depending on the selection of an operator.

1.2 It is our understanding that the Tenant Improvement (TI) services will be provided in the following phases:

- Program Development (two bay and four bay)
- Schematic Design (SD) (two bay and four bay)
- Design Development (DD)
- Construction Documents (CD)
- Specifications
- Permitting
- Bidding Assistance
- Construction Administration (CA)

Pamela Touschner, FAIA  
 Christopher S. Mills, AIA  
 Chester A. Widom, FAIA  
 Adrian O. Cohen, FAIA, LEED  
 Andrea Cohen Gehring, FAIA, LEED  
 Benjamin Levin, AIA, LEED  
 Dean J. Vlahos, AIA, CCCA, LEED  
 Thomas Cestari, AIA  
 Jeff Grodsky, CID  
 Dennis T. Tanida, AIA, LEED  
 Kaveh Amirdelfan, AIA  
 Gary J. Gery, AIA  
 Miguel Maio, AIA

Rudolph V. DeChellis, FAIA  
 Takashi Shida, FAIA  
 Onofrio V. Bertolini, AIA, FARA  
 William Judge, AIA, LEED  
 Chengzhi Lu  
 David Sakaguchi, AIA, LEED  
 Sam Hanna  
 John Booker, AIA

490 S. Farrell Drive  
 Suite C-203  
 Palm Springs, CA  
 92262-7944  
 T 760.320.1709  
 F 760.320.9336  
 info@wwcot.com  
 www.wwcot.com

Santa Monica  
 Riverside  
 Modesto  
 Shanghai



- 1.3 WWCOT|Mills' services will include the services of Structural, Mechanical, Electrical and Plumbing Engineers.
- 1.4 WWCOT|Mills' services will include the services of a Civil Engineer for the design of an upgraded septic system as required to service this proposed TI.
- 1.5 The services of a Interior Designer or Furniture Consultant, if required, will contract directly with the County and be coordinated by WWCOT|Mills.
- 1.6 WWCOT|Mills' services will include the services of Construction Cost Estimator to provide a statement of probable construction cost at the following phases:
  - 100% Schematic Design
  - 100% Design Development
  - 50% Construction Document
- 1.6.1 Probable construction costs will be presented in the CSI format.
- 1.7 Emergency Generator System
  - 1.7.1 WWCOT|Mills will provide architectural and engineering services to incorporate an Emergency Generator System into selective areas of this project.
- 1.8 WWCOT|Mills' services will include the services of a commercial kitchen designer.
- 2.0 Scope of Work**
  - 2.1 Program Development
    - 2.1.1 The Draft Program developed by WWCOT dated January 14, 2009 shall be utilized as a basis for this phase.
      - 2.1.1.1 The services provided for the review of the County's Space Planning Program (dated November 11, 2008) and the preparation of WWCOT Draft Program is included within this proposal.
      - 2.1.1.2 The approved program will address the two (2) bay and four (4) bay design approaches. (After review of the two programs, it was determined the project would utilize three (3) bays.)
    - 2.1.2 Determine assignable and gross square-footage space requirements.
    - 2.1.3 Identify circulation assumptions.
    - 2.1.4 Confirm internal and external department adjacencies.
    - 2.1.5 Determine location of departments in relationship to each other.
    - 2.1.6 Identify Architectural, mechanical, electrical, and plumbing requirements necessary to achieve functional facility.



2.1.7 Identify requirements that will affect location, cost, and operations such as ceiling heights, floor loading conditions, temperature controls, acoustics, lighting, air exchanges, and security.

## 2.2 LEED® Certification and Documentation

2.2.1 It has been determined that the project does not have to achieve a LEED® Certified building by the US Green Building Council (USGBC) in accordance with LEED® for New Construction Version 2.2 Rating System.

2.2.2 Facilitate a Sustainability Design Workshop / LEED® Charrette session for the project with stakeholders, the County and consultants to focus on the sustainability design process, the LEED® system, and to identify the sustainability goals for the project.

2.2.3 Coordinate the sustainability goals with consultants.

2.2.4 At the completion of construction, prepare an outline of the sustainable practices used on this project.

## 2.3 Schematic Design (SD)

Utilizing the approved program and the comments received from you and your team during the Program Phase, we will develop the design of this project.

2.3.1 Through conferences with you and your team, coordinate the functional and circulation aspects of the floor plan for both a two (2) bay and four (4) bay approach.

2.3.2 Prepare a schematic floor plan for your review and approval for both a two (2) bay and four (4) bay approach.

2.3.3 Prepare a preliminary site plan to accommodate modified exterior areas (if any).

2.3.4 Prepare a statement of probable construction cost at the end of the SD phase.

2.3.5 Prepare a colored exterior perspective of the building and floor plan in a presentation quality drawing for the County's use.

## 2.4 Design Development (DD)

With the intention of further refining the SD to incorporate the various building systems, details and design requirements as provided by you, our services during this phase will include the following:

2.4.1 Establish the final design for all architectural systems and coordinate with your consultants, if applicable.

2.4.2 Establish the final design for the structural system (if required).

2.4.3 Establish the final design for mechanical and plumbing systems.

2.4.4 Establish the final design for electrical systems.



- 2.4.5 Coordinate the requirements of the Civil Engineer to design the upgrade to the existing septic system.
- 2.4.6 Coordinate the requirements of the Interior Designer and/or Furniture Consultant, if applicable.
- 2.4.7 Establish the final design of the site improvements.
- 2.4.8 Upon your approval, review the DD drawings with the various agencies having jurisdiction and make modifications as required.
- 2.4.9 Prepare a statement of probable construction cost at 100% completion of the DD Phase.

## 2.5 Construction Documents (CD)

With the intention of developing documents for the bidding and construction of the project, our services will include the following:

- 2.5.1 Prepare final architectural drawings, specifications and bidding documents. The County to provide Division 0 documents and County approved Division 1 documents for incorporation into the book specifications.
- 2.5.2 Prepare final structural drawings, specifications and bidding documents.
- 2.5.3 Prepare final mechanical and plumbing drawings, specifications and bidding documents.
- 2.5.4 Prepare final electrical drawings, specifications and bidding documents.
- 2.5.5 Prepare final civil engineering drawings, specifications and bidding documents.
- 2.5.6 Coordinate the architectural, structural, landscape, civil, mechanical, plumbing and electrical construction documents with the drawings, specifications and bidding documents prepared by your other consultants.
- 2.5.7 Prepare a statement of probable construction cost at 50% completion of the CD phase.

## 2.6 Permitting

With the intention of you obtaining plan check approvals and building permit from the County Building Department, our services during this phase will include the following:

- 2.6.1 Provide technical assistance to you in obtaining approvals from public agencies having jurisdiction over the project.

## 2.7 Bidding Assistance

With the intention of assisting you in negotiating a contract for construction with the General Contractor, our services will include:

- 2.7.1 Provide technical assistance to you in bidding the various elements of the construction contract.



2.7.2 Provide technical assistance to you in developing the contract for construction with the General Contractor.

2.7.3 Provide services for the mandatory bid walk for the perspective bidders.

## 2.8 Construction Administration (CA)

With the intention of administering the construction process, our services during this phase will include the following:

2.8.1 At a pre-construction meeting establish with the General Contractor, the typical various subcontractors and you, the methods for administering the construction process.

2.8.2 Provide periodic on-site observation visits by a representative of the architect with the intention of assisting you and the General Contractor, and in determining the General Contractor's compliance with the contract documents.

2.8.3 Provide periodic on-site observation visits by a representative of the Civil Engineer, Mechanical, Electrical and Plumbing Engineers with the intention of assisting you and the General Contractor, and in determining the General Contractor's compliance with the contract documents.

2.8.4 Provide the General Contractor with technical assistance in reviewing shop drawings and submittals.

2.8.5 Issue clarifications as required for the progress of the project.

2.8.6 Review applications for payment by the General Contractor.

2.8.7 Upon completion of the project, develop, with the General Contractor, a final punch list of all items to be completed.

## 3.0 Assumptions

3.1 The County will provide an accurate topographic and boundary survey for the site, in digital format, locating the existing building and neighboring conditions and centerlines of streets.

3.2 The County will provide a full set of construction documents of the existing building, including all architectural, structural, mechanical, plumbing, electrical, and fire protection drawings and specifications, all change orders and 'as-built' drawings.

3.3 The current parking on site, and/or available for the site use, will permit the intended use.

3.4 The architect and consultants will have access to the building including the roof for the purpose of reviewing existing conditions.

3.5 Existing site conditions meet all applicable ordinances and code requirements for ADA compliance.

3.6 The existing building does not require seismic upgrades to the existing structure. Any required structural upgrade will require an Additional Service.



- 3.7 Adequate utilities are available to the existing building to provide service for this project.
- 3.8 A Title Report will be available for our use, if necessary.
- 3.9 The County Building Department will perform the Plan Check of the Construction Documents and Specifications.
- 3.10 WWCOT will process the construction documents through the City of Palm Springs Fire Department (PSFD) for their review and approval.
- 3.11 The County has determined the City of Palm Springs has no jurisdictional authority in dealing with exterior modifications to the building and site. There are no requirements for Palm Springs Planning Department or Planning Commission review and approval.
- 3.10 The County will provide a geotechnical report for the site.
- 3.11 The County to prepare and provide Division 0 of the specifications.
  - 3.11.1 The County to prepare the following:
    - Notice Inviting Bid
    - Instructions to Bidders
    - Contractor's Proposal
    - Bid Bond
    - Agreement Form
    - Payment Bond
    - Performance Bond
    - Contractor's Certificate Regarding Worker's Compensation
    - General Conditions
- 3.12 The County is responsible for the bid advertising and bid opening. WWCOT|Mills will assist in the Bidding and attend the bid opening.
- 3.13 Provide sizing of the new septic system design to meet the capacity requirements for the tenant improvements with an estimated flow of 20,000 gallons per day.

#### 4.0 Excluded Services

The following services are not included as part of this proposal:

- 4.1 Geotechnical Engineering or Land Surveying services.
- 4.2 Landscape Architecture services.
- 4.3 Interior Design and/or Furniture Selection services.
- 4.4 Sampling and/or testing of materials.
- 4.5 Utility service planning.
- 4.6 Seismic upgrades to the existing structure.



- 4.7 Fire Sprinkler System design. The MEP engineer will provide performance specifications and will review the shop drawing submittal.
- 4.8 Presentation quality models.
- 4.9 Agency Entitlement submittals, reviews, meetings and/or approvals.

**5.0 Proposed Fee**

5.1 WWCOT will provide the services described under the Scope of Work outlined above for a total fixed fee of Two Hundred Thirty Nine Thousand Nine Hundred Dollars (\$239,900), including reimbursable expenses as defined in Exhibit "B".

5.1.1 The Fee breakdown is as follows:

Basic Services	\$ 123,500
Enhanced Services	\$ 114,900
Reimbursables	<u>\$ 1,500</u>
Total	\$ 239,900

5.1.2 The breakdown of the fee by project phase is attached as Exhibit "D."

5.2 Should there be changes to the scope of the project that affect the fee, we will not proceed without written and signed authorization from the County for Additional Services. Our hourly rates are defined in Exhibit "C."

**6.0 Schedule**

6.1 Attached, as Exhibit "E", is a DRAFT project schedule (dated June 24, 2009) for your review.

Rizaldy, I trust the above proposal meets with your approval. We at WWCOT|Mills look forward to continuing our successful relationship with you and the County of Riverside.

If you should have any questions, please do not hesitate to give me a call.

Very truly yours,

**WWCOT|Mills Architects**

Pamela M. Touschner, FAIA  
**Partner**

/rb

Attachments: Exhibits "B", "C", "D" & "E"

cc: AL



## EXHIBIT "B"

### 1.0 Reimbursable Expenses

1.1 Reimbursable Expenses, which may be incurred in conjunction with the project, will be charged on a cost plus 10% markup for administrative services.

1.1.1 The following are considered Reimbursable Expenses: reproduction of plans, specifications and other related materials for review by the County, submittal to public agencies, contractor bidding and construction, permit filing fees, unique presentation of printed material specifically requested by the County, mylar/reproducible sets, travel expenses outside of Riverside County, delivery charges for printed documents and express/overnight mailings and additional services from consultants, as approved by the County.

1.1.2 The following are not considered Reimbursable Expenses: printing and reproduction expense for the internal A/E team coordination, check sets or reviews, and concept drawings; photographs not requested or approved by County, postage, telephone calls, facsimile transmissions, and all CAD costs, including plotting and operations costs.

1.1.3 Reimbursable expenses are estimated to be one thousand five hundred dollars (\$1,500) and this amount shall not be exceeded without the prior written approval of the County.



**EXHIBIT "C"**

**1.0 2009 Hourly Billing Rates**

1.1 For any additional services that may be authorized by you, our 2009 Billing Rates will apply. These rates are updated on an annual basis.

<i>Architectural/Interior Design</i>	<i>Rates</i>
Principal	\$ 220
Director	\$ 195
Senior Associate	\$ 180
Associate	\$ 170
Senior Project Manager	\$ 160
Project Manager	\$ 150
Senior Project Designer	\$ 140
Project Architect	\$ 130
Intermediate Project Designer	\$ 122
Project Designer	\$ 115
Senior Technical Staff	\$ 115
Intermediate Technical Staff	\$ 105
Technical Staff	\$ 95
Clerical Staff	\$ 60



EXHIBIT "D"

1.0 Fee Breakdown by Phase

5%	Programming/Pre-Design	\$11,920
15%	Schematic Design	\$35,760
15%	Design Development	\$35,760
22%	Construction Documents (50%)	\$52,448
20%	Construction Documents (100%)	\$47,680
5%	Permit / Bidding	\$11,920
15%	Construction Administration	\$35,760
3%	Close Out	\$7,152
100%	Sub-Total	\$238,400
	Reimbursables	\$1,500
	Total	\$239,900

