

619

**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Redevelopment Agency

SUBMITTAL DATE:
July 13, 2009

SUBJECT: Glen Avon Veterans of Foreign Wars (VFW) Rehabilitation Project

RECOMMENDED MOTION: That the Board of Directors approve and authorize the Chairman to execute the attached Consulting Services Agreement between Broeske Architects & Associates, Inc. and the Redevelopment Agency for the County of Riverside for the design of improvements for the Glen Avon VFW rehabilitation project.

BACKGROUND: On July 29, 2008, the Board of Directors approved the acquisition of the property located at 8607 Mission Boulevard, in the unincorporated community of Glen Avon.

Continued

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 84,589.00	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: No

SOURCE OF FUNDS: Jurupa Valley Redevelopment Capital Improvement Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: Jennifer L. Sargent

County Executive Office Signature

FORM APPROVED BY COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE: Departmental Concurrence

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

Prev. Agn. Ref.: 7/29/08, 4.3

District: 2

Agenda Number:

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

4.2

BACKGROUND (continued):

A 4,730 square foot building is located on the property, and is currently being leased by the Glen Avon VFW. The Redevelopment Agency ("Agency"), in its continuing commitment to enhance communities throughout the County, proposes to enter into an agreement with Broeske Architects & Associates, Inc. for architectural design services for interior and exterior rehabilitation improvements. The proposed improvements are as follows:

- New entrance structure along west side of building
- Re-configured and re-paved parking lot to provide proper drainage and handicapped accessibility to the project
- Addition of a new 700 square foot storage building and covered assembly patio adjacent to the existing facility
- Addition of new parking lot, lighting, and landscaping for the site
- All new mechanical equipment on the roof for facility
- Revised kitchen to accommodate new equipment and functions proposed
- Remodeled interior wall surfaces by removing all wood trim elements
- New roof and wall insulation throughout
- Replace existing t-bar ceiling and lighting
- Provide handicapped accessible restrooms for the facility per ADA and local codes
- New exterior façade design treatments
- Provide roof screening for the new mechanical units
- Electrical services to the building will be upgraded to accommodate new loads

The Glen Avon VFW facility is used by various community groups for events such as Thanksgiving turkey distribution, Boy Scouts gatherings, and the Fire Department. The funding of design services for the remodel of the facility will allow the Glen Avon VFW to accommodate additional community groups.

Staff recommends that the Board approve the attached contract for design services for the Glen Avon VFW rehabilitation project.

1 re-planning of all or part of a survey area as may be appropriate and necessary in the
2 interest of general welfare, including recreational and other facilities incidental or
3 appurtenant to them; and

4 **WHEREAS**, the proposed services provided in this Agreement will benefit the
5 PROJECT AREA by facilitating architectural design assistance for the rehabilitation of
6 the Glen Avon VFW facility and thereby assist in the elimination of blight as set forth in
7 the PLAN; and

8 **WHEREAS**, AGENCY has selected CONSULTANT to provide services based on
9 their qualifications established through a request for qualifications and a pre-qualified
10 list established by the AGENCY and;

11 **WHEREAS**, CONSULTANT has agreed to provide such services to AGENCY.

12 **NOW, THEREFORE**, in consideration of the mutual covenants contained herein,
13 the parties hereto agree as follows:

14 I. **DESCRIPTION**. CONSULTANT shall render architectural services to AGENCY
15 for the rehabilitation of the facility, for which AGENCY shall pay CONSULTANT
16 for design services, herein referred to as "PROJECT," described and generally
17 located as follows: Glen Avon VFW, 8607 Mission Blvd., Glen Avon.

18 II. **SCOPE OF WORK**. CONSULTANT shall perform all services and other
19 activities necessary to design and prepare construction documents ready to
20 advertise and receive bids for the PROJECT in accordance with the terms of this
21 Agreement and as outlined in the attached Attachment "A," incorporated herein
22 and by this reference made part hereof.

23 III. **TIME OF PERFORMANCE**: CONSULTANT agrees it will diligently and
24 responsibly pursue the performance of the services required of it by this
25 Agreement and will deliver the construction contract documents suitable for
26 bidding within nine (9) months of execution of this Agreement by AGENCY
27 unless extended upon mutual agreement or due to events beyond the direct
28 control of CONSULTANT.

1 **IV. CONSULTANT'S COMPENSATION AND METHOD OF PAYMENT.**

2 CONSULTANT compensation shall be an amount not to exceed of eighty-four
3 thousand, five-hundred and eighty-nine dollars (\$84,589.00). CONSULTANT
4 shall submit invoices to AGENCY for progress payments based on work
5 completed to date. AGENCY shall reimburse CONSULTANT within thirty (30)
6 days of receipt of invoice.

7 **V. AMENDMENTS.** The Agency Executive Director may approve and execute
8 contract amendments up to \$75,000.

9 **VI. INSURANCE.** Without limiting or diminishing CONSULTANT's obligation to
10 indemnify and hold AGENCY harmless, CONSULTANT shall procure and
11 maintain, or cause to be maintained at its sole cost and expense, the following
12 insurance coverage during the term of this Agreement:

13 a. **Workers' Compensation:**

14 If CONSULTANT has employees as defined by the State of
15 California, CONSULTANT shall maintain Workers' Compensation
16 Insurance (Coverage A) as prescribed by the laws of the State of
17 California. Policy shall include Employers' Liability (Coverage B)
18 including Occupational Disease with limits not less than one million
19 dollars (\$1,000,000) per person per accident. Policy shall be
20 endorsed to waive subrogation in favor of AGENCY and, if
21 applicable, provide a Borrowed Servant/Alternate Employer
22 Endorsement.

23 b. **Commercial General Liability:**

24 Commercial General Liability insurance coverage including, but not
25 limited to, premises liability, contractual liability, products and
26 completed operations liability, personal and advertising injury, and
27 cross liability coverage, covering claims that arise from or out of
28 CONSULTANT's operations or the performance of its obligations

1 hereunder. Policy shall name, by Policy Endorsement, AGENCY,
2 the County of Riverside, their respective Directors, Officers, Special
3 Districts, Board of Supervisors, employees, elected or appointed
4 officials, agents or representatives as Additional Insureds. Policy's
5 limit of liability shall not be less than one million dollars
6 (\$1,000,000) per occurrence combined single limit. If such
7 insurance contains a general aggregate limit, it shall apply
8 separately to this Agreement or be no less than two (2) times the
9 occurrence limit.

10 c. **Vehicle Liability:**

11 If vehicles or mobile equipment are used in the performance of the
12 obligations under this Agreement, then CONSULTANT shall
13 maintain liability insurance for all owned, non-owned or hired
14 vehicles in an amount not less than one million dollars (\$1,000,000)
15 per occurrence combined single limit. If such insurance contains a
16 general aggregate limit, it shall apply separately to this Agreement
17 or be no less than two (2) times the occurrence limit. Policy shall
18 name the County of Riverside, its Agencies, Districts, Special
19 Districts, and Departments, their respective directors, officers,
20 Board of Supervisors, employees, elected or appointed officials,
21 agents or representatives as Additional Insureds.

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

23 All-Risk personal property insurance coverage for the full
24 replacement value of all CONSULTANT's equipment, systems,
25 structures and improvements/alterations, if any, (Care, Custody,
26 and Control of CONSULTANT) used on AGENCY or County
27 premises, or used in any way connected with the accomplishment
28 of the work or performance of services under this Agreement.

1 e. **Professional Liability:**

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

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

- 21 (1) Any insurance carrier providing insurance coverage hereunder shall
22 be admitted to the State of California unless waived, in writing, by
23 the County Risk Manager. Carrier(s) shall have an A.M. BEST
24 rating of not less than an A: VIII (A:8) unless such requirements are
25 waived in writing by the County Risk Manager. If the County's Risk
26 Manager waives a requirement for a particular insurer, such waiver
27 is only valid for that specific insurer and only for one (1) policy term.
28 (2) The CONSULTANT'S insurance carrier(s) must declare its

1 insurance self-insured retentions. If such self-insured retentions
2 exceed five hundred thousand dollars (\$500,000) per occurrence,
3 such retentions shall have the prior written consent of the County
4 Risk Manager before the commencement of operations under this
5 Agreement. Upon notification of self-insured retention
6 unacceptable to the AGENCY, and at the election of the
7 AGENCY'S Risk Manager, CONSULTANT'S carriers shall either:
8 1) reduce or eliminate such self-insured retention as respects this
9 Agreement with the AGENCY, or 2) procure a bond which
10 guarantees payment of losses and related investigations, claims
11 administration, and defense costs and expenses.

12 (3) CONSULTANT shall cause its insurance carrier(s) to furnish
13 AGENCY with either 1) a properly executed original Certificate(s) of
14 Insurance and certified original copies of Endorsements effecting
15 coverage as required herein, or 2) if requested to do so in writing by
16 AGENCY Risk Manager, provide original Certified copies of policies
17 including all Endorsements and all attachments thereto, showing
18 such insurance is in full force and effect. Further, said
19 Certificates(s) and policies of insurance shall contain the covenant
20 of the insurance carrier(s) that thirty (30) days written notice shall
21 be given to AGENCY prior to any material modification,
22 cancellation, expiration or reduction in coverage of such insurance,
23 or ten (10) days notice due to non-payment of premium. In the
24 event of a material modification, cancellation, expiration or
25 reduction in coverage, this Agreement shall terminate forthwith,
26 unless AGENCY receives, prior to such effective date, another
27 properly executed original Certificate of Insurance and original
28 copies of endorsements or certified original policies, including all

1 endorsements and attachments thereto evidencing coverage set
2 forth herein, and the insurance required herein is in full force and
3 effect. **CONSULTANT shall not commence operations under**
4 **this Agreement until AGENCY has been furnished original**
5 **Certificate(s) of Insurance and certified original copies of**
6 **Endorsements or Policies of insurance including all**
7 **endorsements and any and all other attachments as required**
8 **in this Section. The original Endorsements for each policy and**
9 **the Certificate of Insurance shall be signed by an individual**
10 **authorized by the insurance carrier to do so, on its behalf.**

11 (4) It is understood and agreed to by the parties hereto and
12 CONSULTANT's insurance shall be construed as primary
13 insurance, and AGENCY's insurance and/or deductibles and/or
14 self-insured retentions or self-insured programs shall not be
15 construed as contributory.

16 (5) If, during the term of this Agreement or any extension thereof, there
17 is a material change in the scope of services, or there is a material
18 change in the equipment to be used in performance of the scope of
19 work which will add additional exposures (such as the use of
20 aircraft, watercraft, cranes, etc.) or the term of this Agreement,
21 including any extensions thereof, exceeds five (5) years, AGENCY
22 reserves the right to adjust the types of insurance required under
23 this Agreement and the monetary limits of liability for the insurance
24 coverage's currently required herein if in AGENCY Risk Manager's
25 reasonable judgment the amount or type of insurance carried by
26 CONSULTANT has become inadequate.

27 (6) CONSULTANT shall pass down the insurance obligations
28 contained herein to all tiers of subcontractors working under this

1 Agreement.

2 (7) The insurance requirements contained in this Agreement may be
3 met with a program(s) of self-insurance acceptable to AGENCY.

4 (8) CONSULTANT agrees to notify AGENCY of any claim by a third
5 party or any incident or event that may give rise to a claim arising
6 from the performance of this Agreement.

7 VII. **INDEMNITY AND HOLD HARMLESS.** CONSULTANT agrees to and shall
8 indemnify and hold harmless AGENCY, its Districts, Departments and Special
9 Districts, their respective directors, officers, Board of Supervisors, elected and
10 appointed officials, employees, agents and representatives (hereinafter
11 individually and collectively referred to as "Indemnitees") from:

12 A. All liability, including, but not limited to, loss, suits, claims, demands,
13 actions, or proceedings to the extent caused by any alleged or actual
14 negligence, recklessness, willful misconduct, error or omission, of
15 CONSULTANT, its directors, principals, officers, partners, employees,
16 agents or representatives or any person or organization for whom
17 CONSULTANT is responsible, arising out of or from the performance of
18 professional services under this Agreement; and

19 B. All liability, including, but not limited to, loss, suits, damage, claims and
20 demands, based upon any alleged or actual act, error, omission or
21 occurrence of CONSULTANT, its directors, principals, officers, partners,
22 employees, agents or representatives or any person or organization for
23 whom CONSULTANT is responsible, to the extent arising out of, in
24 connection with, or caused by CONSULTANT's performance or failure of
25 performance of any work or services, other than professional services
26 covered under Section 'A' above, under this Agreement.

27 As respects each and every indemnification herein, CONSULTANT shall defend at
28 its sole expense, all costs and fees including, but not limited to, attorney's fees, cost

1 of investigation, and defense and settlements or awards against AGENCY, its
2 Districts, Special Districts and Departments, their respective directors, officers,
3 Board of Supervisors, elected and appointed officials, employees, agents and
4 representatives.

5 With respect to any action or claim subject to indemnification herein by
6 CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use
7 counsel of their own choice and shall have the right to adjust, settle, or compromise
8 any such action or claim without the prior consent of AGENCY, provided, however,
9 that any such adjustment, settlement or compromise in no manner whatsoever limits
10 or circumscribes CONSULTANT's indemnification to Indemnitees as set forth herein.
11 CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has
12 provided to Indemnitees the appropriate form of dismissal relieving Indemnitees from
13 any liability for the action or claim involved.

14 The specified insurance limits required in this Agreement shall in no way limit or
15 circumscribe CONSULTANT's obligations to indemnify and hold harmless
16 Indemnitees from third party claims.

17 In the event there is conflict between this clause and California Civil Code Section
18 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
19 interpretation shall not relieve CONSULTANT from indemnifying AGENCY to the
20 fullest extent allowed by law.

21 **VIII. TERMINATION.**

22 A. The AGENCY shall have the right to terminate this Agreement at any time,
23 with or without cause, upon fourteen (14) days prior written notice. Upon
24 receipt of notice, CONSULTANT shall immediately discontinue work and
25 cancel all outstanding commitments for material, equipment or
26 subcontractors that may be cancelled without undue cost. CONSULTANT
27 shall notify AGENCY of commitments that cannot be cancelled without
28 undue cost, and AGENCY shall have the right to determine the best

1 course of action. Subject to compliance with the foregoing and all other
2 provisions of this Agreement, AGENCY shall pay to CONSULTANT
3 reasonable and proper termination charges which shall not include
4 anticipated profit. AGENCY shall be entitled to all material specifically
5 accumulated for the work and included in the above costs. AGENCY shall
6 further compensate CONSULTANT for actual services performed in
7 accordance with this Agreement, through the date of termination.
8 CONSULTANT shall provide documentation deemed adequate by
9 AGENCY to show the services actually completed and cost incurred by
10 CONSULTANT.

11 B. This Agreement may be terminated by either CONSULTANT or AGENCY
12 upon written notice to the other party in the event of substantial failure of
13 performance by the other party. AGENCY may terminate with or without
14 cause, or upon election to abandon or indefinitely postpone the
15 PROJECT, upon fourteen (14) days written notice. In the event AGENCY
16 terminates without cause, or elects to abandon or indefinitely postpone the
17 PROJECT and gives notice of termination, AGENCY shall make a lump
18 sum payment for all services performed to date of written notice a total
19 amount which bears the same ratio to the total maximum fee otherwise
20 payable under this Agreement as the services actually performed bear to
21 the total services necessary for performance of this Agreement.

22 C. Notwithstanding any of the provisions of this Agreement, CONSULTANT's
23 rights under this Agreement shall terminate (except for fees accrued prior
24 to the date of termination) upon CONSULTANT's bankruptcy, or in the
25 event of fraud, dishonesty, or willful or material breach of this Agreement
26 by CONSULTANT or at AGENCY's election, in the event of
27 CONSULTANT's unwillingness or inability for any reason whatsoever to
28 perform the duties hereunder. In such event, CONSULTANT shall be

1 entitled to no further compensation under this Agreement except for
2 services actually rendered, it being the intent that CONSULTANT shall be
3 paid as specified only during such period that CONSULTANT shall, in fact,
4 perform the duties hereunder.

5 **IX. MISCELLANEOUS PROVISIONS.**

6 A. The term of this Agreement shall be three (3) years from the date of
7 execution. This Agreement may be terminated by AGENCY for any
8 reason (with or without cause) upon giving fourteen (14) days written
9 notice to CONSULTANT.

10 B. Unless otherwise required by AGENCY prior to commencement of the
11 work in, the construction documents shall be prepared so that all of the
12 work on the PROJECT will be executed under a single construction
13 contract, but AGENCY may request CONSULTANT to provide for one (1)
14 or more bid alternates whereby a reasonably severable portion or portions
15 of the PROJECT may be bid as additive alternates in the event AGENCY
16 requests that any portion of the work be bid as additive alternates.
17 CONSULTANT shall not be entitled to any extra compensation for such
18 work. If the additive alternates are let as separate construction contracts,
19 AGENCY and CONSULTANT shall agree on the nature and extent thereof
20 and additional services, if any, will be authorized by CONSULTANT in
21 connection therewith.

22 C. CONSULTANT shall consult with AGENCY's legal adviser on legal
23 matters affecting AGENCY in relation to the drawings, specifications and
24 contract documents and the relationship between AGENCY and contractor
25 when requested by AGENCY. CONSULTANT shall submit for AGENCY's
26 legal advisers review, and correction if required, for approval as to legality
27 or form, the contract documents and specifications (but not the drawings
28 in the absence of a request therefore or of any specific legal problem

1 therein), addenda (other than for correction of minor errors or minor
2 omissions in the drawings or specifications), change orders and other
3 documents which may have legal implications or legal consequences to
4 AGENCY. Such documents shall be submitted in time reasonably to
5 permit their review and advice to AGENCY before AGENCY shall act
6 thereon, and in sufficient quantity to permit said legal adviser to retain one
7 (1) copy thereof if he so desires.

8 D. AGENCY's Executive Director or a designee shall represent AGENCY
9 initially in any informal discussions or conferences with CONSULTANT
10 preliminary to or not requiring the action of AGENCY's governing body
11 unless AGENCY shall designate some other person or persons for that
12 purpose. A written summary of conclusions reached at any such
13 conference will be required of CONSULTANT by AGENCY.

14 E. This Agreement shall not be assignable by CONSULTANT as to any rights
15 or duties thereunder without the prior written consent of AGENCY, and
16 any assignment attempted in violation of this provision, or any involuntary
17 assignment, shall give AGENCY cause to terminate and cancel this
18 Agreement the same as for a breach thereof. In other respects this
19 Agreement shall be binding upon and inure to the benefit of the
20 successors and assigns of the respective parties.

21 F. Any notice or communication under this Agreement shall be transmitted to
22 AGENCY's Executive Director or a designated representative and to
23 CONSULTANT at the following address:

24 **AGENCY**
25 Ingrid Outlaw, Project Manager
26 Redevelopment Agency
27 for the County of Riverside
28 P.O. Box 1180
Riverside, CA 92507
(951) 955-9023 or (951) 955-8916
Fax: (951) 955-6686

CONSULTANT
James Broeske, President
Broeske Architects and
Associates, Inc.
3775 Tenth Street
Riverside, CA 92501
(951) 300-1866
Fax: (951) 300-1867

1
2 G. Release of Information to the Public: CONSULTANT shall consider all
3 information regarding the PROJECT as confidential information. Any
4 request for information from others shall be directed to AGENCY.
5

6 IN WITNESS HEREOF, the parties hereto have executed this Agreement on
7 _____, 2009.

8 (To be filled in by Clerk of the Board)

9
10 **REDEVELOPMENT AGENCY FOR**
11 **THE COUNTY OF RIVERSIDE**

BROESKE ARCHITECTS &
ASSOCIATES, INC.

12
13
14 _____
15 Jeff Stone, Chairman
16 Board of Directors

_____ James Broeske, AIA
President

17
18 **ATTEST:**
19 Clerk of the Board

20 FORM APPROVED COUNTY COUNSEL
21 BY: Neal R. Kipnis _____ DATE
22 NEAL R. KIPNIS

23 By _____
24 Deputy