SUBMITTAL TO THE BOARD OF SUPERVISORS

SUBMITTAL DATE:
June 17, 2010

FROM: Economic Development Agency

SUBJECT: Riverside Juvenile Hall - Master Plan

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

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

- Approve the attached professional services agreement between the County of Riverside and Holt Architects of Rancho Mirage, California, in the amount of \$121,600, together with a reimbursable allowance of \$3,200, and authorize the Chairman to execute the agreement on behalf of the county; and
- 2. Authorize the Assistant County Executive Officer/EDA to administer the agreement in accordance with applicable Board policies.

|   | BACKGROUND: (Commences on Page 2) FISCAL PROCEDURES APPROVED ROBERT E. BYRD, AUDITOR-CONTROLLER |                               | the full                               |              |                                     |        |
|---|---|-------------------------------|--|--------------|-------------------------------------|--------|
|   | BY Janual   | Day 6/23/10                   |  | Robert Field |                                     |        |
|   | SAMUEL WONG   |                               | Assistant County Executive Officer/EDA |              |                                     |        |
|   | FINIANICIAL   | Current F.Y. Total Cost:      |  | \$ 0         | In Current Year Budget:             | Yes    |
|   | FINANCIAL<br>DATA   | Current F.Y. Net County C     | ost:                                   | \$ 0         | Budget Adjustment:                  | No     |
|   | DAIA  | <b>Annual Net County Cost</b> | .*                                     | \$ 124,800   | For Fiscal Year: 20                 | 010/11 |
|   | SOURCE OF F   | UNDS: Probation Depart        | ment                                   |              | Positions To Be<br>Deleted Per A-30 | 1 1 1  |
|   |   |                               |  |              | Requires 4/5 Vote                   |        |
| C.E.O. RECOMMENDATION:  Christopher Hans  County Executive Office Signature  APPROVE  By  Jennifer L. Sargent |   | buful -                       |  |              |                                     |        |

Prev. Agn. Ref: 3.32, 12/18/07

District: 1

WITH THE CLERK OF THE BOARD

ATTACHMENTS FILED

Agenda Number:

3.27

Economic Development Agency Riverside Juvenile Hall – Master Plan June 17, 2010 Page 2

#### **BACKGROUND:**

On December 18, 2007, the Board of Supervisors approved a pre-qualified list of architectural firms to be retained on an as-needed basis. The Economic Development Agency (EDA) has selected Holt Architects from the pre-qualified list for master planning services for reconstructing the juvenile detention facilities at Riverside Juvenile Hall.

The master plan will include a phased approach to the construction of new facilities and the demolition of existing buildings, required parking facilities and hardscape/landscaped areas.

All costs associated with this agreement will be fully funded through Probation Department, and no new Net County Cost will be incurred as a result of this action.

|    | PROFESSIONAL SERVICES AGREEMENT   |
|----|---|
| 1  |   |
| 2  | This Agreement, made and entered into this day of, by and between                                   |
| 3  | HOLT ARCHITECTS (herein referred to as "CONSULTANT"), and the COUNTY OF                             |
| 4  | RIVERSIDE, a political subdivision of the State of California, (herein referred to as               |
| 5  | "COUNTY").  |
| 6  | WHEREAS, Government Code Section 23000 et seq. authorizes the COUNTY                                |
| 7  | to contract for services with a person who is specially trained and experienced, and who is         |
| 8  | competent to perform the special services required; and   |
| 9  | WHEREAS, CONSULTANT has the expertise, special skills, knowledge and                                |
| 10 | experience to perform the duties set out herein.  |
| 11 | NOW THEREFORE, in consideration of the mutual covenants contained herein,                           |
| 12 | the parties hereto agree as follows:  |
| 13 | 1. <u>SCOPE OF SERVICES</u> : Consultant shall perform Master Planning Services for                 |
| 14 | the Project described as Riverside Juvenile Hall. Consultant shall provide all services as outlined |
| 15 | and specified in Exhibit A, consisting of three (3) pages, attached hereto and by this reference    |
| 16 | incorporated herein.  |
| 17 | 1.1 Consultant represents and maintains that it is skilled in the professional                      |
| 18 | calling necessary to perform all services, duties and obligations required by this Agreement to     |
| 19 | fully and adequately complete the project. Consultant shall perform the services and duties in      |
| 20 | conformance to and consistent with the standards generally recognized as being employed by          |
| 21 | professionals in the same discipline in the State of California. Consultant further represents and  |
| 22 | warrants to the County that it has all licenses, permits, qualifications and approvals of whatever  |
| 23 | nature are legally required to practice its profession. Consultant further represents that it shall |
| 24 | keep all such licenses and approvals in effect during the term of this Agreement.                   |
| 25 | 2. PERIOD OF PERFORMANCE: Consultant shall commence performance of                                  |

services within one (1) calendar day after execution of this Agreement, and shall diligently perform the services to full completion of the Project as required within 180 days, unless sooner terminated as specified in Paragraph 8, or extended as provided in Paragraph 13. All applicable

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 indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

- 3. <u>COMPENSATION</u>: The County shall pay the Consultant for services performed and expenses incurred as follows:
- 3.1 County shall pay to Consultant for services performed and expenses incurred in accordance with the Scope of Services set forth in Exhibit A. The total amount of compensation paid to Consultant under this Agreement shall not exceed the sum of one hundred twenty-one thousand, six hundred Dollars (\$121,600) plus reimbursable expenses estimated not to exceed three thousand, two hundred Dollars (\$3,200) per Exhibit A, unless a written amendment to this Agreement is executed by both parties prior to performance of additional services.
- 3.2 Reimbursable expenses are defined in Exhibit A. No single reimbursement shall exceed \$500.00 without the prior written consent of the Deputy Director, Design Construction, Department of Facilities Management (or designee).
- 3.3 Said compensation shall be paid in accordance with an invoice submitted to County by Consultant within fifteen (15) days from the last day of each calendar month, and County shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Invoice and Payment shall be based on completion of phases as stated in Exhibit A.
- 4. <u>INDEPENDENT CONTRACTOR</u>: County retains Consultant on an independent contractor basis. Consultant is not, and shall not be considered to be in any manner, an employee, agent or representative of the County. Consultant shall not be entitled to any benefits payable to employees of County including County Workers' Compensation benefits. County is not required to make any deductions from the compensation payable to Consultant under this Agreement, and as an independent contractor, Consultant hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

Personnel performing any services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages,

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With respect to any action or claim subject to indemnification herein by CONTRACTOR,

salaries and other amounts due such personnel in connection with their performance of service and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.

- 5. <u>CONSULTANT'S RESPONSIBILITY</u>: It is understood that the Consultant has the skills, experience and knowledge necessary to perform the services agreed to be performed under this Agreement, and that the County relies upon the Consultant's representations about its skills, experience and knowledge to perform the Consultant's services in a competent manner. Acceptance by the County of the services to be performed under this Agreement does not operate as a release of said Consultant from responsibility for the work performed. It is further understood and agreed that the Consultant is apprised of the scope of the work to be performed under this Agreement and the Consultant agrees that said work can and shall be performed in a fully competent manner.
- 6. CONTRACTOR shall indemnify and hold INDEMNIFICATION: 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 CONTRACTOR, its officers, employees, subcontractors, 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 CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. CONTRACTOR 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.

CONTRACTOR 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 CONTRACTOR'S indemnification to COUNTY as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

- 7. <u>INSURANCE</u>: Without limiting CONSULTANT'S indemnification, CONSULTANT shall maintain in force at all times during the performance of this Agreement, insurance policies evidencing coverage during the entire term of the Agreement as follows:
  - A. Workers' Compensation: If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory 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. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to 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 and completed operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance 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 CONTRACTOR'S vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance 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 name all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

D. <u>Professional Liability:</u> Consultant 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 Consultant's Professional Liability Insurance is written on a claims made basis 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 Consultant shall purchase at his 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 Consultant 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.

#### E. General Insurance Provisions - All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all exhibits thereto, showing such insurance is in full force and effect. 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 material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and Exhibits thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other Exhibits as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- 4) 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 insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- 5) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- 6) CONTRACTOR shall pass down the insurance obligations contained herein to all

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tiers of subcontractors working under this Agreement.

- 8. TERMINATION: County may, by written notice to Consultant, terminate this Agreement in whole or in part at any time. Such termination may be for County's convenience or because of Consultant's failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of Consultant to timely perform Services pursuant to the Schedule of Services described in Exhibit A to this Agreement.
- 8.1 Discontinuance of Services. Upon Termination, Consultant shall, unless otherwise directed by the Notice, discontinue all services and deliver to the County all data, estimates, graphs, summaries, reports, and other related materials as may have been prepared or accumulated by Consultant in performance of Services, whether completed or in progress.
- 8.2 Effect of Termination For Convenience. If the termination is to be for the convenience of the County, the County shall compensate Consultant for services satisfactorily provided through the date of termination. Consultant shall provide documentation deemed adequate by County to show the Services actually completed by Consultant prior to the date of termination. This Agreement shall terminate thirty (30) days following receipt by the Consultant of the written Notice of Termination.
- 8.3 Effect of Termination For Cause. If the termination is due to the failure of Consultant to fulfill its obligations under this Agreement, Consultant shall be compensated for those Services which have been completed in accordance with this Agreement and accepted by the County. In such case, the County may take over the work and prosecute the same to completion by contract or otherwise. Further, Consultant shall be liable to the County for any reasonable additional costs incurred by the County to revise work for which the County has compensated Consultant under this Agreement, but which the County has determined in its sole discretion needs to be revised in part or whole to complete the Project. Following discontinuance of Services, the County may arrange for a meeting with Consultant to determine what steps, if any, Consultant can take to adequately fulfill its requirements under this Agreement. In its sole discretion, County's Representative may propose an adjustment to the

1 terms and conditions of the Agreement, including the contract price. Such contract adjustments, 2 3 4 5 6

if accepted in writing by the Parties, shall become binding on Consultant and shall be performed as part of this Agreement. In the event of termination for cause, unless otherwise agreed to in writing by the parties, this Agreement shall terminate seven (7) days following the date the Notice of Termination was mailed to the Consultant. Termination of this Agreement for cause may be considered by the County in determining whether to enter into future agreements with Consultant.

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8.4 Notwithstanding any of the provisions of this Agreement, Consultant's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty, or a willful or material breach of this Agreement by Consultant, or in the event of Consultant's unwillingness or inability for any reason whatsoever to perform the duties hereunder, or if the Agreement is terminated pursuant to Section 8. In such event, Consultant shall not be entitled to any further compensation under this Agreement.

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this Section are in addition to any other rights and remedies provided by law or under this Agreement.

Cumulative Remedies. The rights and remedies of the parties provided in

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9. CONFLICT OF INTEREST: Consultant covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement.

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10. ADMINISTRATION: The Deputy Director, Design Construction, Economic Development Agency (or designee) shall administer this Agreement on behalf of COUNTY.

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11. ASSIGNMENT: This Agreement shall not be assigned by Consultant, either in whole or in part, without prior written consent of County. Any assignment or purported assignment of this Agreement by Consultant without the prior written consent of County will be

- 12. <u>NONDISCRIMINATION</u>: Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, physical condition, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 13. <u>ALTERATION</u>: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No additional services shall be performed by Consultant without a written amendment to this Agreement.

Consultant understands that the Board of Supervisors and the County Purchasing Agent are the only authorized County representatives who may at any time, by written order, make any alterations within the general scope of this Agreement.

If Consultant feels that any work requested of it is beyond the scope of services under this Agreement, any claim by the Consultant for adjustment under this paragraph shall be made within thirty (30) days of when the Consultant is requested to perform the disputed scope of work.

- 14. <u>LICENSE AND CERTIFICATION</u>: Consultant verifies upon execution of this Agreement, possession of a current and valid license in compliance with any local, State, and Federal laws and regulations relative to the scope of services to be performed under Exhibit A, and that services(s) will be performed by properly trained and licensed staff.
- 15. <u>CONFIDENTIALITY</u>: Consultant shall maintain the confidentiality of any and all records and information accessed or processed under this Agreement. Consultant shall not disclose, except as permitted by this Agreement or as authorized by the County, any oral or written communication, information, or effort of cooperation between County and Consultant, or between County and Consultant and any other party.

- 16. WORK PRODUCT: All reports, preliminary findings, or data assembled or complied by Consultant under this Agreement become the property of the County upon their creation. The County reserves the right to authorize others to use or reproduce such materials. Therefore, such materials shall not be circulated in whole or in part, nor released to the public, without the direct authorization of the Assistant County Executive Officer/EDA or an authorized designee.

  17. JURISDICTION, VENUE: This Agreement is to be construed under the laws of
- 17. <u>JURISDICTION, VENUE</u>: This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.
- 18. <u>WAIVER</u>: Any waiver by County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the County to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping County from enforcement hereof.
- 19. <u>SEVERABILITY</u>: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 20. <u>ENTIRE AGREEMENT</u>: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.
- 21. <u>NOTICES</u>: All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

| 1  |  |   |  |
|----|--|---|--|
| 2  | County:                                | CONSULTANT:   |  |
| 3  | Economic Development Agency            | HOLT Architects                                       |  |
| 4  | 3403 10 <sup>th</sup> Street, Ste 400. | 70-225 Highway 111, Ste. D                            |  |
| 5  | Riverside, California 92501            | Rancho Mirage, CA 92270                               |  |
| 6  |  |   |  |
| 7  | IN WITNESS WHEREOF, the parties her    | eto have caused their duly representatives to execute |  |
| 8  | this Agreement.                        |   |  |
| 9  |  |   |  |
| LO | DATED:                                 | CONSULTANT  |  |
| וו | •                                      | HOLT Architects                                       |  |
| L2 |  |   |  |
| L3 |  | Ву:   |  |
| L4 |  | Title:  |  |
| L5 |  |   |  |
| L6 |  | Federal Tax I.D. No                                   |  |
| L7 |  |   |  |
| L8 |  |   |  |
| L9 | DATED:                                 | COUNTY OF RIVERSIDE                                   |  |
| 20 |  |   |  |
| 21 | ATTEST:                                | By:   |  |
| 22 | Kecia Harper-Ihem                      | Chairperson, Board of Supervisors                     |  |
| 23 |  |   |  |
| 24 | By:                                    |   |  |
| 25 | Deputy                                 |   |  |
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| 27 |  |   |  |
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EXHIBIT 'A'



## HOLT ARCHITECTS

ARCHITECTURE AND PLANNING

TIMOTHY M. HOLT, AIA . JOHN E. HOLT, AIA . THOMAS C. HOWELL, AIA

March 1, 2010

County of Riverside Economic Development Agency Facilities Management Division 4303 Tenth Street Riverside, CA 92501

Attention: Timothy Miller, Assistant Director

RE: COUNTY OF RIVERSIDE RIVERSIDE JUVENILE HALL 3933 Harrison Street

Riverside, CA 92503

**MASTER PLANNING** 

Dear Mr. Miller:

Holt Architects, Inc. is pleased to provide you with this proposal for Master Planning Services for the Riverside Juvenile Hall. The project will include site planning and coordination of related site components for the Reconstruction of the Juvenile Detention Facilities on this Site. Additionally, the Master Plan will include a phased approach to the construction of new facilities and the demolition of existing buildings, required parking facilities and hardscape / landscaped areas. This Proposal is based upon our site visit and discussions with Facilities Management and County Probation Personnel.

#### **SCOPE OF SERVICES:**

Our Scope will include the following Master Planning Services:

- A. Layout and placement of existing and proposed future buildings on the site, and coordination with our consultant teams.
- B. Layout of parking facilities, including placement of A.D.A. compliant parking spaces and paths of travel.
- C. Aerial Photogrametrics of the immediate project area, flown for both horizontal and vertical control.
- D. Preliminary drainage study / grading plan for immediate site area.
- E. Preliminary Landscape Plan.
- F. Preliminary Utility Plan for the proposed project.
- G. Verification of Space Programs for the Juvenile Detention Facilities as provided by Elaine Kist, Facilities Management.

Timothy Miller **County of Riverside Economic Development Agency**March 1, 2010 – Page 2 of 2

#### **COMPENSATION:**

Our proposed compensation is on a Fixed Fee basis, not to exceed the amounts per phase, as follows:

| Master Site Planning               | 68,400.00 |              |
|------------------------------------|-----------|--------------|
| Conceptual Level Civil Engineering | 18,800.00 |              |
| Schematic Landscape Architecture   | 24,800.00 |              |
| Program Verification               | 9,600.00  |              |
| Reimbursable Expenses              | 3,200.00  |              |
| Total                              |           | \$124,800.00 |

If the Scope of Work (in terms of affected building area or site area) increases by more than 10%, the Architect's compensation shall be adjusted accordingly.

We look forward to assisting you in this project. Please contact me if you need any clarification.

Sincerely,

HOLT ARCHITECTS, INC.

Timothy M. Holt, A.I.A.

**President** 

TMH/kmd

Attachment: 2010 Reimbursable Expense Schedule



# HOURLY RATE AND EXPENSE SCHEDULE HOLT ARCHITECTS, INC.

## HOLT ARCHITECTS, INC. 2010 HOURLY RATE AND EXPENSE SCHEDULE

| Senior Principal          | \$175.00 |
|---------------------------|----------|
| Principal Architect       | \$152.00 |
| Project Architect         | \$135.00 |
| Project Manager           | \$115.00 |
| Designer                  | \$ 90.00 |
| CAD Technician            | \$ 80.00 |
| Word Processor            | \$ 60.00 |
| Office Technician/Courier | \$ 45.00 |

#### **CONSULTANTS**

Services of outside Consultants for additional services beyond the Basic Services of the Agreement such as Structural Engineer, Mechanical Engineer, Electrical Engineer, Civil Engineer, Soils and Testing Laboratories and Landscape Architect.

COST + 15%

#### **REIMBURSABLE EXPENSES**

| Photocopies                                 | \$ 0.20 -\$2.00 Each |
|---|----------------------|
| In-House Reproduction                       | \$4.00-\$12.00 Each  |
| Computer Plotter                            | \$4.00-\$21.00 Each  |
| Vehicle Mileage                             | \$.80 Mile           |
| Postage, Reproduction, Special Photography, |                      |
| Printing, etc. performed by Subcontractor,  |                      |
| Aerial Photogrammetry, Delivery Service     | Cost + 15%           |

<sup>\*</sup>Rates Effective through 12/31/10