

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

1006C



FROM: Economic Development Agency

SUBMITTAL DATE:
August 19, 2010

SUBJECT: Proposed Mead Valley Library – Consulting Services Agreement

RECOMMENDED MOTION: That the Board of Supervisors:

1. Conduct a public hearing in accordance with Health and Safety Code Section 33679:
2. Make the following findings pursuant to Health and Safety Code Section 33445:
 - a. The construction of the proposed Mead Valley Library Project (Project) will benefit the Mead Valley Sub-Area of the I-215 Corridor Redevelopment Project Area (Project Area) by helping to eliminate blight within the Project Area by enhancing community services;
 - b. No other reasonable means of financing the Project are available to the community due to the fact that the current economic crisis has substantially reduced the community's revenues to fund the Project;
 - c. The payment of funds for the cost of the Project is consistent with the Implementation Plan for the Project Area and is necessary to effectuate the purpose of the Project Area's Redevelopment Plan, which calls for construction of library facilities; and

(Continued)


Robert Field
Assistant County Executive Officer/EDA

FINANCIAL
DATA

Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: Yes

SOURCE OF FUNDS: I-215 Corridor Redevelopment Project Area Capital
Improvement Funds – Mead Valley Sub-Area.

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:

County Executive Office Signature


Jennifer L. Sargent

Prev. Agn. Ref.: N/A

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

District: 1

Agenda Number

3.31

RECOMMENDED MOTION: (Continued)

3. Consent to the payments by the Redevelopment Agency for the Project.

BACKGROUND:

The Redevelopment Agency (Agency) is proposing to develop a library on a 3.24-acre property at the northeast corner of Clark Street and Oakwood Street in the unincorporated community of Mead Valley. The proposed Project involves the design and construction of a state-of-the-art full service library. The facility will consist of a 10,000 square foot library and an attached community room. The full scope of construction will include a parking lot, landscaping, community garden park, and associated off-site infrastructure improvements.

Final plans and specifications are expected to be completed in the first quarter of 2011 and staff will return to the Board of Directors to request approval of the plans and specifications at that time.

Staff recommends approval of all motions and that the Board conduct a public hearing regarding the proposed project, pursuant to Section 33679 of the California Health and Safety Code. Attached is a summary report which has been made available to the public, detailing the facts supporting the redevelopment purposes for this Project.

Agency staff recommends that the Board consent to the payments by the Redevelopment Agency for the Project, which have been estimated to be approximately \$15 Million, so the Redevelopment Agency may proceed with engineering and design of the improvements.

A companion item appears on today's Board of Directors Agenda.

Attachments:

Summary Report

Proof of Publication for Public Hearing

THE PRESS- ENTERPRISE

CLASSIFIED ADVERTISING

PROOF

Printed by: Tinajero, Maria
at: 4:16 pm
on: Monday, Aug 16, 2010

Ad #: 10366695

3450 Fourteenth St.
Riverside, CA 92501-3878
1-800-880-0345
951-684-1200
951-368-9018 Fax

Account Information

Phone #: (951) 955-8069
Name: WDC/EDA CO OF RIVERSIDE
Address: 1325 SPRUCE ST STE 400

RIVERSIDE CA 92507-0506

Acct #: 300444
Client:
Placed by: Maria Roman, RDA 1st & 2nd Dist
Fax #: (951)

Ad Information

Classification: Legals
Publications: Press-Enterprise

Start date: 08-18-10
Stop date: 08-25-10
Insertions: 2

Rate code: LE-County
Ad type: Ad Liner
Taken by: Tinajero, Maria

Size: 2x35.600
Bill size: 72.00x 5.14 agate lines

Amount due: **\$180.00**

Ad Copy:

NOTICE OF A PUBLIC HEARING FOR THE MEAD VALLEY LIBRARY PROJECT

Notice is hereby given pursuant to section 33679 of the California Community Redevelopment Law Health and Safety Code that the Board of Supervisors of the County of Riverside will hold a public hearing on the August 31, 2010, 9:30 a.m. at the Riverside County Administrative Center, 4080 Lemon Street, 1st Floor, Riverside, CA, to consider the following:

Construction of a new public library and community room including a central courtyard, parking, lighting, street improvements, and landscaping for an estimated budget of \$14 million. The proposed project will be located on a County owned 3.24 acre parcel at the corner of Clark Street and Oakwood Street in the Mead Valley unincorporated area of Riverside County California

At anytime, not later than the hour set forth above for the hearing, any person may submit written comments regarding this proposed action to the Clerk of the Board of Supervisors at the above address. At the hour set forth above for the hearing, the Board of Supervisors shall proceed to hear and act upon all written and oral testimony relating to the proposed action. Interested persons may obtain a summary report of the proposed action and supporting documentation and other information pertaining to the proposed Mead Valley Library Project at the offices of the Redevelopment Agency for the County of Riverside, 3403 10th Street, Suite 500, Riverside, California, or by calling Rebecca Tsagris, Project Manager, at 951-955-8764.

8/18, 25

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Redevelopment Agency for the County of Riverside
3403 10th Street, Suite 400
Riverside, CA 92501
Phone: (951) 955-8764 Fax: (951) 955-4890

Summary Report: Mead Valley Library Project

(As required by Section 33679 of the Health and Safety Code: Community Redevelopment Law)

-
- Project Description:** The Mead Valley Library Project (Project) will be located on a County owned 3.24 acre parcel at the corner of Clark Street and Oakwood Street in the Mead Valley unincorporated area of Riverside County California. The Project consists of a new approximately 20,000 square foot public library and community room including a central courtyard, parking lot, lighting, landscaping, and street improvements including sidewalk, curb and gutter, and a bus stop.
- Project Site:** The Project site (Site) is located in the City of Perris on the Northern edge in the Mead Valley Sub-Area of the I-215 Corridor Redevelopment Project Area. The Site is bounded by Oakwood Street to the South and Clark Street to the West. The Site is a 3.24 acre parcel owned by the County of Riverside. The site is surrounded by residential housing and the nearby Mead Valley Fire station. Interstate 215 is the closest major North-South artery near the area with Cajalco Expressway as the major east-west artery.
- Project Cost:** The total Project cost is estimated at approximately \$14 million. It is proposed that the Redevelopment Agency will provide funding for the entire project.
- Findings:** The following findings have been made pursuant to Section 33445 of the Health and Safety Code:
- A. The construction of the proposed Project is of benefit to the Mead Valley Sub-Area of the Interstate 215 Corridor Redevelopment Project Area (Project Area) and will help to effectuate the purposes of the Redevelopment Plan for the Project Area;
 - B. No other reasonable means of financing the Project are available to the community due to the fact that the current economic crisis has substantially reduced the community's revenues to fund the Project;
 - C. The payment of funds for the cost of the Project is consistent with the Implementation Plan for the Project Area and is necessary to effectuate the purpose of the Project Area's Redevelopment Plan, which calls for construction of library facilities.

Purpose:

The proposed Project meets the following goals of the Mead Valley Sub-Area of the Interstate 215 Redevelopment Project Area:

- A. The Site, which is currently undeveloped, will be improved by providing a new public Library with new facilities including a community room that will provide an opportunity for youth and adult educational needs, recreational activities, community events, and social gatherings;
- B. The development of the Site will enhance the physical appearance and the effective use of the vacant property in the Project Area by constructing a new beautifully landscaped Library and community room;
- C. The development of the Site will promote learning through reading and provide a means of using technology to learn and have the ability to gain access to public information;
- D. Provide a means of improvement and centralization of recreational activities and community events that will be accessible to the community.

1 **CONSULTING SERVICES AGREEMENT**
2 **BY AND BETWEEN THE REDEVELOPMENT AGENCY**
3 **FOR THE COUNTY OF RIVERSIDE**
4 **AND DLR GROUP WWCOT FOR THE MEAD VALLEY LIBRARY PROJECT**

5 **THIS AGREEMENT** is made and entered into this ____ day of _____, 2010,
6 by and between the REDEVELOPMENT AGENCY FOR THE COUNTY OF
7 RIVERSIDE, a public body corporate politic in the State of California, herein referred to
8 as "AGENCY," and DLR GROUP WWCOT, a Professional Corporation under the laws
9 of the State of California, herein referred to as "ARCHITECT," mutually agree as
10 follows:

11 **RECITALS**

12 **WHEREAS**, AGENCY is a redevelopment agency duly created, established and
13 authorized to transact business and exercise its powers, all under and pursuant to the
14 provisions of the Community Redevelopment Law which is Part 1 of Division 24 of the
15 California Health and Safety Code (commencing with Section 33000 et seq.); and

16 **WHEREAS**, AGENCY has adopted by Ordinance No. 821, on July 16, 2001, a
17 redevelopment plan for the Mead Valley Sub-Area of the I-215 Corridor Redevelopment
18 Project Area (hereinafter the "PROJECT AREA"); and

19 **WHEREAS**, the Project Area was adopted in order to eliminate blight and
20 revitalize the substandard physical and economic conditions that exist within the
21 PROJECT AREA; and

22 **WHEREAS**, pursuant to Section 33125 of the Health and Safety Code, AGENCY
23 is authorized to make and execute contracts and other instruments necessary or
24 convenient to the exercise of its powers; and

25 **WHEREAS**, pursuant to Section 33445 of the California Health and Safety Code,
26 a redevelopment agency may assist in the construction of buildings, facilities,
27 structures, or other improvements that are of benefit to the PROJECT AREA; and

28 **WHEREAS**, pursuant to CRL 33020(a) of the California Community
Redevelopment Law, "redevelopment" means to conduct planning, development, and

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 eliminating blight and revitalizing the substandard physical and
6 economic conditions to implement the PLAN; and

7 **WHEREAS**, AGENCY has selected ARCHITECT to provide services based on
8 their qualifications, experience, knowledge, references, fees and schedule; and

9 **WHEREAS**, ARCHITECT has agreed to provide such services to AGENCY.

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

12 I. DESCRIPTION. ARCHITECT shall render design and engineering services to
13 AGENCY for all identified phases of the project for which AGENCY shall pay
14 ARCHITECT, as hereinafter provided, with relation to the design and
15 construction of the improvements, herein referred to as "PROJECT," described
16 and generally located as follows: Mead Valley Library, in the unincorporated area
17 of Riverside County, CA.

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

23 III. ARCHITECT'S SERVICES. ARCHITECT shall render the following services and
24 related services as listed on the schedule in Exhibit "A".

25 A. PROGRAM DEVELOPMENT AND VERIFICATION: Confirm assignable and
26 gross square-footage space requirements for the new library with Riverside
27 County representatives. Identify circulation assumptions. Confirm internal
28 and external department adjacencies. Determine location of departments'

relationships. Identify architectural, mechanical, electrical and plumbing requirements necessary to achieve a functional facility. Identify any special requirements such as ceiling heights, floor loading conditions, temperature controls, acoustics, lighting, air exchanges, and security. Prepare site survey and geotechnical investigation report.

B. LEED CERTIFICATION AND DOCUMENTATION

Prepare design and documentation to achieve LEED® Certified by the US Green Building Council (USGBC) in accordance with LEED® for New Construction 2009 Rating System. Assist in the selection of a commissioning agent at the beginning of the project that is acceptable to AGENCY and ARCHITECT. Facilitate a Sustainability Design Workshop/LEED® Charrette session for the project with stakeholders, AGENCY and consultants to focus on the sustainability design process, the LEED® system, and to identify the sustainability goals for the project. Provide a Summary Report on the outcome of the LEED® Charrette session. Coordinate LEED® certification requirements with consultants. AGENCY will prepare along with the LEED® Commissioning Agent (CxA) the Owner's Project Requirements (OPR) and the Basis of Design (BOD) submittal. Upload the documentation and exhibits required to LEED® certification to the USGBC website.

C. SCHEMATIC DESIGN

Coordinate the functional and circulation aspects of the floor plan. Prepare a schematic floor plan for your review and approval. Coordinate a preliminary site plan with the Civil Engineer and Landscape Architect. Prepare a statement of probable construction cost at the completion of the schematic design phase. Submit SD documents to CxA for review.

D. DESIGN DEVELOPMENT: Establish the final design for all architectural systems and coordinate with our consultant team. Establish the final design for the structural system. Establish the final design for mechanical and

1 plumbing systems. Establish the final design for electrical systems.
2 Establish the landscape design requirements. Establish the civil engineering
3 requirements. Coordinate the final design of the site improvements. Upon
4 approval, review the Design Development drawings with the various agencies
5 having jurisdiction and make modifications as required. Prepare a statement
6 of probable construction cost at the completion of the design development
7 phase. Submit DD documents to CxA for review.

8 E. CONSTRUCTION DOCUMENTS: Prepare final architectural drawings,
9 specifications and bidding documents. AGENCY to provide Division 0
10 documents and AGENCY approved Division 1 documents for incorporation
11 into the project specifications. Prepare final structural drawings,
12 specifications and bidding documents. Prepare final mechanical and
13 plumbing drawings, specifications and bidding documents. Prepare final
14 electrical drawings, specifications and bidding documents. Prepare final
15 landscape design drawings, specifications and bidding documents. Prepare
16 final civil engineering drawings, specifications and bidding documents.
17 Coordinate final CD comments from CxA with drawings, specifications and
18 bidding documents. Prepare a statement of probable construction cost at
19 90% completion of the construction document phase and at 100% completion
20 of the construction document phase.

21 F. PERMITTING: Provide technical assistance to AGENCY in obtaining
22 approvals from public agencies having jurisdiction over the project. Process
23 through the AGENCY and other county departments for review and approval.

24 G. BIDDING ASSISTANCE: Provide technical assistance to AGENCY in bidding
25 the various elements of the construction contract. Provide technical
26 assistance for the mandatory bid walk to the perspective bidders.

27 H. CONSTRUCTION ADMINISTRATION: At the pre-construction meeting
28 ARCHITECT will establish the methods for administering the construction

process with the General Contractor, the CxA, the various subcontractors and AGENCY. Provide periodic on-site observation visits by a representative of the ARCHITECT with the intention of assisting AGENCY and the General Contractor, and in determining the General Contractor's compliance with the contract documents. Provide periodic on-site observation visits by a representative of the Civil, Mechanical, Electrical, Plumbing Engineers, Landscape Architect and CxA with the intention of assisting AGENCY and the General Contractor, and in determining the General Contractor's compliance with the contract documents. Provide the General Contractor with technical assistance in reviewing shop drawings and submittals. Issue clarifications as required for the progress of the project. Review applications for payment by the General Contractor. Upon completion of the project, develop, with the General Contractor, a final punch list of all times to be completed.

I. GUARANTY PERIOD: Consult with the AGENCY's representatives and assist AGENCY 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. TIME OF PERFORMANCE: ARCHITECT agrees it will diligently and responsibly pursue the performance of the services required of it by this Agreement and will deliver the construction contract documents suitable for bidding within nine (9) months of execution of this Agreement by all parties thereto unless extended upon mutual agreement or due to events beyond the direct control of ARCHITECT.

I. EXTRA WORK: Extra work shall be performed only when requested or approved by AGENCY in writing, after written notice from ARCHITECT as to the estimated cost thereof. Extra work shall include, but not be limited to:

1. Prepare planning surveys and special analyses of AGENCY's

- 1 needs, In addition to the base requirements of the contract, to
2 clarify requirements of the PROJECT when requested by AGENCY.
- 3 2. Prepare measured drawings of existing construction when required
4 for planning additions or alterations thereto.
- 5 3. Revising previously approved drawings or specifications to
6 accomplish changes ordered by AGENCY.
- 7 4. Consultation concerning replacement of any work damaged by fire
8 or other cause during construction and furnishing professional
9 services as may be required in connection with the replacement of
10 such work.
- 11 5. Arranging for the work to proceed should the contractor default due
12 to delinquency or insolvency.
- 13 6. Providing contract administration and observation of construction
14 should the original construction contract time stated in Exhibit "A"
15 be exceeded through no fault of the ARCHITECT.
- 16 7. Conducting an observation of the project prior to expiration of the
17 guarantee period and reporting observed discrepancies under
18 guarantees provided by the construction contract, if requested by
19 the owner.
- 20 8. Preparing drawings and/or specifications for correction of defects of
21 construction discovered after completion, or letting contracts or
22 observation of construction thereunder, preparing for or
23 participating in litigation arising out of the construction contract or
24 defects of construction, whether before or after completion, or the
25 enforcement of guarantees or warranties.
- 26 9. Preparation of drawing for remodeling of existing facilities, if
27 applicable.
28

1 IV. ARCHITECT'S COMPENSATION.

2 A. Determination of Amount

- 3 1. For the services hereinabove required AGENCY shall pay to
4 ARCHITECT, in the manner hereinafter provided, a fee of Four
5 Hundred Sixty Five Thousand, Eight Hundred dollars (\$465,800)
6 and shall be paid as provided in paragraph IV, C, Payment.
- 7 2. If the accepted bid amount is higher or lower than the construction
8 cost established prior to bidding, ARCHITECT's fee will not be
9 changed, except for increases in scope of work which will be
10 compensated per terms outlined below in IV, B, Additional
11 Services.
- 12 3. Authorized reimbursable expenses shall be paid at ARCHITECT's
13 cost, plus 10%. Authorized reimbursable expenses are as follows,
14 and shall not exceed thirty five thousand dollars (\$35,000).
- 15 a. Expenses for travel outside the Riverside County provided
16 however, that such travel is authorized in advance by
17 AGENCY.
- 18 b. Expenses for postage of drawings and specifications.
- 19 c. Direct cost of models, renderings, prints, photographs or
20 other reproduction authorized by AGENCY.
- 21 4. Certain classifications of labor under this contract may be subject to
22 prevailing wage requirements, in particular, land survey work in
23 connection with or in furtherance of a planned construction
24 contract.
- 25 a. Reference is made to Chapter 1, Part 7, Division 2 of the
26 California Labor Code (commencing with Section 1720). By
27 this reference, said Chapter 1 is incorporated herein with like
28 effect as it if were here set forth. The parties recognize that

1 said Chapter 1 deals, among other things, with
2 discrimination, penalties and forfeitures, their disposition and
3 enforcement, wages, working hours, and securing workers'
4 compensation insurance, and directly effect the method of
5 prosecution of the work by ARCHITECT and subject it under
6 certain conditions to penalties and forfeitures. Execution of
7 this Agreement constitutes the agreement by ARCHITECT to
8 abide by said Chapter 1, its stipulation as to all matters
9 which they are required to stipulate as to by the provisions of
10 said Chapter 1 and will comply with them.

- 11 b. Pursuant to Section 1773 of the Labor Code, the general
12 prevailing wage rates, including the per diem wages
13 applicable to the work, and for holiday and overtime work,
14 including employer payments for health and welfare,
15 pension, vacation, and similar purposes, in the county in
16 which the work is to be done have been determined by the
17 Director of the California Department of Industrial Relations.
18 These wages are available from the California Department of
19 Industrial Relations' internet website at <http://www.dir.ca.gov>,
20 and are available for review upon request at AGENCY's
21 principal office.

22 B. Additional Services:

- 23 1. Payments for Extra Work as authorized by AGENCY in accordance
24 with AGENCY policy, and shall be made upon acceptance of said
25 services by the Executive Director and in accordance with one of
26 the following as determined by the Executive Director:
27 a. By negotiation between AGENCY and ARCHITECT.
28 b. Per ARCHITECT's and ARCHITECT's consultants' hourly

rate schedules attached to this Agreement.

c. Agency's Executive Director is authorized to approve and execute amendments for additional services up to 15% of the total contract amount.

2. ARCHITECT shall not be entitled to additional fee for deductive change orders nor shall his fee be reduced due to deductive change orders.

3. The compensation herein provided shall be full payment to 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 ARCHITECT or such persons, except as may be specifically provided in writing between the parties.

4. No deduction from ARCHITECT's compensation shall be made on account of any sum withheld from a contractor.

C. Payment.

1. AGENCY shall pay ARCHITECT, upon his itemized statement (with backup documentation upon request), for completed and approved services under this Agreement in the various phases (See Exhibit "A").

Basic Services

Programming/Preliminary Design	\$12,250
Schematic Design	\$24,500
Design Development	\$36,750
Construction Documents	\$98,000
Permit/Bidding	\$12,250
Construction Administration	\$49,000

1	<u>Close Out</u>	<u>\$12,250</u>
2	TOTAL	\$245,000
3	<u>Civil Engineering Design Fees</u>	
4	Conceptual Site Studies	\$8,975
5	Preliminary Water Quality Management Plan	\$4,040
6	Precise Grading Plans	\$13,800
7	Street Improvement Plan	\$7,855
8	Public Water Plans	\$3,120
9	Public Sewer Plans	\$3,460
10	On-site Private Utility Plan	\$3,050
11	Specifications	\$2,800
12	Final Water Quality Management Plan	\$2,060
13	Storm Water Pollution Prevention Plan	\$5,500
14	LEED Certification	\$3,960
15	Bid Solicitation	\$1,200
16	Construction Administration	\$4,500
17	Shop Drawings/Submittals	\$1,620
18	Final Inspection	\$1,570
19	Record Drawings	\$3,060
20	<u>Project Management, Meetings and Coordination</u>	<u>\$6,750</u>
21	Subtotal	\$77,320
22	DLR Group WWCOT (15% Consultant Mark Up)	\$12,400
23	<u>DLR Group WWCOT Management/Coordination</u>	<u>\$5,280</u>
24	Total	\$95,000
25	<u>Civil Engineering Survey Fees</u>	
26	Field Topography	\$2,675
27	Boundary and Constraints Map	\$3,430
28	Existing Utility Map	\$1,100

1	Base Map Preparation	\$630
2	Record of Survey	\$3,850
3	Legal Descriptions and Plats	\$5,000
4	Geotechnical Investigation Report	\$9,800
5	<u>Project Management, Meetings and Coordination</u>	<u>\$1,500</u>
6	Subtotal	\$27,985
7	<u>DLR Group WWCOT (15% Consultant Mark Up)</u>	<u>\$2,815</u>
8	Total	\$30,800
9	<u>Landscape Architecture Design Fees</u>	
10	Design Development	\$4,500
11	Construction Drawings	\$13,800
12	Meetings	\$4,900
13	Bidding	\$1,300
14	Construction Observation	\$9,500
15	Subtotal	\$34,000
16	<u>DLR Group WWCOT (15% Consultant Mark Up)</u>	<u>\$6,000</u>
17	Total	\$40,000
18	FEE SUMMARY	
19	Basic Services	\$245,000
20	Civil Engineering Design Fees	\$95,000
21	Civil Engineering Survey Fees	\$30,800
22	Landscape Architecture Design Fees	\$40,000
23	LEED Documentation	\$35,000
24	<u>LEED Commissioning</u>	<u>\$20,000</u>
25	GRAND TOTAL	\$465,800

Invoiced upon acceptance and approval of the following:

Punch list development and monitoring of completion of

1 punch list items; collection of warranties; collection of
2 operation and maintenance manuals; equipment
3 commissioning; operations and security walk through; staff
4 instructions/training (if desired); and preparation of record
5 drawings (As-Built).

6 For extra work authorized by Agency, the compensation
7 shall be payable during the month following that in which the
8 work was performed and approved by AGENCY unless other
9 specific methods of payment have been agreed upon
10 between the parties.

- 11 2. AGENCY agrees that timely payment is a material part of the
12 consideration of this Agreement. AGENCY shall review submitted
13 invoices and within Fifteen (15) calendar days of receipt notify
14 ARCHITECT in writing of questions or disputed amounts. Within
15 thirty (30) calendar days from the day AGENCY receives an
16 invoice, AGENCY shall make payment of all amounts due, which
17 have not been previously identified as a disputed amount and
18 remain unresolved.

19 V. DUTIES OF ARCHITECT

- 20 A. Upon execution hereof, ARCHITECT shall proceed with the work in
21 accordance with Exhibit "A," each phase shall be approved by AGENCY
22 and a Notice to Proceed issued prior to commencing subsequent phases.
- 23 B. ARCHITECT's work on each phase shall be performed in such manner
24 and form as will to the extent within the control of ARCHITECT receive
25 approval of any local, state or federal agency having jurisdiction to
26 approve the same, and shall furnish all engineering information and data
27 necessary to meet the requirements of such agency or agencies in order
28 to secure approval to construct the PROJECT or for financial aid in

1 connection therewith, if requested to do so by AGENCY. However,
2 ARCHITECT shall not be required to sign any documents, no matter by
3 who requested that would result in ARCHITECT having to certify,
4 guarantee or warrant the existence of conditions whose existence
5 ARCHITECT cannot ascertain.

6 C. If the lowest responsible construction bid for the PROJECT exceeds the
7 adjusted estimated cost of construction by 10%, ARCHITECT shall, upon
8 request from AGENCY, revise the construction documents so as to bring
9 the cost of the PROJECT within said adjusted cost estimate without
10 program alteration, and shall prepare the necessary documents to invite
11 further bids, and in a like manner shall furnish revised construction
12 documents in the same manner initially required herein. However, if
13 AGENCY elects to award a construction contract even though the
14 responsible low bid exceeds the adjusted estimated cost of construction,
15 ARCHITECT's fee shall not be increased.

16 D. ARCHITECT shall obtain, employ or engage all engineers, ARCHITECTs
17 or other individuals or firm necessary to enable him to perform the
18 services specified in this Agreement through all phases of the PROJECT
19 and shall be responsible for their compensation, including, but not limited
20 to geotechnical engineer.

21 E. ARCHITECT shall deal directly with the duly appointed Project Manager
22 from AGENCY in all matters pertaining to the PROJECT construction.

23 VI. DUTIES OF THE AGENCY.

24 A. AGENCY shall make available to ARCHITECT all information in
25 AGENCY'S possession which may be requested in order to perform the
26 services required of him under this Agreement. ARCHITECT shall advise
27 AGENCY of any known errors, inconsistencies, or problems they may
28 observe in such information.

- 1 B. AGENCY shall pay all fees required by any state or federal agencies for
2 filing and checking any of the work of ARCHITECT or sub-consultants.
3 AGENCY shall also pay such fees as shall be necessary to secure
4 building and related permits for the work from governmental agencies.
- 5 C. AGENCY shall promptly consider and act upon such written requests or
6 recommendations of ARCHITECT as may be necessary to proceed with
7 the progress of construction.
- 8 D. AGENCY agrees that the General Contractor is solely responsible for
9 jobsite safety and warrants that this intent shall be made evident in the
10 agreement between AGENCY and the General Contractor.

11 VII. DOCUMENTS.

- 12 A. AGENCY acknowledges that ARCHITECT's reports, drawings,
13 specifications, field data, field notes, laboratory test data, calculations,
14 estimates and other similar documents are instruments of professional
15 service, not products. Although ownership of such documents normally is
16 retained by ARCHITECT, they nonetheless shall in this instance become
17 upon their creation the property of AGENCY whether the PROJECT is
18 constructed or not, provided, however, that this provision shall not be
19 interpreted as a waiver by ARCHITECT of any claims for compensation
20 under Section III.G. (Extra Work) or Section IV. (ARCHITECT's
21 COMPENSATION). AGENCY may use the design documents and the
22 designs depicted in them without ARCHITECT's consent in connection
23 with the PROJECT or other AGENCY projects, including, without
24 limitation, future additions, alterations, connections, repairs, information,
25 reference, use or occupancy of the PROJECT(s). Any reuse of the
26 documents by AGENCY without the written consent of ARCHITECT shall
27 be at AGENCY's sole risk and without liability or legal exposure to
28 ARCHITECT, and AGENCY shall indemnify and hold ARCHITECT

1 harmless from any claims or losses arising out of such use of the design
2 documents by AGENCY.

- 3 B. Upon completion of each of the Phases described in Exhibit "A,"
4 ARCHITECT shall furnish to AGENCY two (2) copies of all documents
5 for that phase. Upon approval thereof by AGENCY, ARCHITECT shall
6 furnish one (1) reproducible set along with a CD in *AutoCAD* and/or *PDF*
7 of construction documents.

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

12 a. **Workers' Compensation:**

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

21 b. **Commercial General Liability:**

22 Commercial General Liability insurance coverage including, but not
23 limited to, premises liability, contractual liability, products and
24 completed operations liability, personal and advertising injury, and
25 cross liability coverage, covering claims that arise from or out of
26 ARCHITECT's operations or the performance of its obligations
27 hereunder. Policy shall name, by Policy Endorsement, AGENCY,
28 the County of Riverside, their respective Directors, Officers, Special

Districts, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than one million dollars (\$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 vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then ARCHITECT shall maintain liability insurance for all owned, non-owned or hired vehicles in an amount not less than one million dollars (\$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 the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

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, (Care, Custody, and Control of ARCHITECT) used on AGENCY or 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

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

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

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

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

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

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

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

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

26 (6) ARCHITECT shall pass down the insurance obligations contained
27 herein to all tiers of subcontractors working under this Agreement.

28 (7) The insurance requirements contained in this Agreement may be

1 met with a program(s) of self-insurance acceptable to AGENCY.

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

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

16 As respects each and every indemnification herein, ARCHITECT shall
17 defend at its sole expense, all costs and fees including, but not limited to,
18 attorney's fees, cost of investigation, and defense and settlements or awards
19 against the County of Riverside, its agencies, Districts, Special Districts and
20 Departments, their respective directors, officers, Board of Supervisors, elected
21 and appointed officials, employees, agents and representatives.

22 With respect to any action or claim subject to indemnification herein by
23 ARCHITECT, ARCHITECT shall, at their sole cost, have the right to use counsel
24 of their own choice and shall have the right to adjust, settle, or compromise any
25 such action or claim without the prior consent of AGENCY, provided, however,
26 that any such adjustment, settlement or compromise in no manner whatsoever
27 limits or circumscribes ARCHITECT's indemnification to Indemnitees as set forth
28 herein.

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

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

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

11 X. TERMINATION.

12 A. The AGENCY shall have the right to terminate this Agreement at any time,
13 with or without cause, or upon election to abandon or indefinitely postpone
14 the PROJECT, upon fourteen (14) days prior written notice. Upon receipt
15 of notice, ARCHITECT shall immediately discontinue work and cancel all
16 outstanding commitments for material, equipment or subcontractors that
17 may be cancelled without undue cost. ARCHITECT shall notify AGENCY
18 of commitments that cannot be cancelled without undue cost, and
19 AGENCY shall have the right to determine the best course of action.
20 Subject to compliance with the foregoing and all other provisions of this
21 Agreement, AGENCY shall pay to ARCHITECT reasonable and proper
22 termination charges which shall not include anticipated profit. AGENCY
23 shall be entitled to all material specifically accumulated for the work and
24 included in the above costs. AGENCY shall further compensate
25 ARCHITECT for actual services performed in accordance with this
26 Agreement, through the date of termination. ARCHITECT shall provide
27 documentation deemed adequate by AGENCY to show the services
28 actually completed and cost incurred by ARCHITECT.

1 B. This Agreement may be terminated by either ARCHITECT or AGENCY
2 upon written notice to the other party in the event of substantial failure of
3 performance by the other party. If the termination is due to the failure of
4 ARCHITECT to fulfill its obligations under this Agreement, ARCHITECT
5 shall be compensated for those services which have been completed and
6 accepted by the AGENCY. In such case, the AGENCY may take over the
7 work and prosecute the same to completion by contract or otherwise.
8 Further, ARCHITECT shall be liable to the AGENCY for any reasonable
9 additional costs incurred by the AGENCY to revise work for which the
10 AGENCY has compensated under this Agreement, but which AGENCY
11 has determined in its sole discretion needs to be revised in whole or in
12 part to complete the Project. Following discontinuance of Services, the
13 AGENCY may arrange for a meeting with ARCHITECT to determine what
14 steps, if any, ARCHITECT can take to adequately fulfill its requirements
15 under this Agreement. In its sole discretion, AGENCY's representative
16 may propose an adjustment to the terms and conditions of this
17 Agreement, including the contract price. Such contract adjustments if
18 accepted in writing by the parties, shall become binding on ARCHITECT
19 and shall be performed as part of this Agreement. IN the event of
20 termination for cause, unless otherwise agreed to in writing by the parties,
21 this Agreement shall terminate seven (7) days following the date of Notice
22 of Termination was mailed to ARCHITECT.

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

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

- 5 D. The rights and remedies of the parties provided in this Section are in
6 addition to any other rights and remedies provided by law or under this
7 Agreement.

8 XI. MISCELLANEOUS PROVISIONS.

- 9 A. The term of this Agreement shall be two (2) years and six (6) months from
10 the date of execution. This Agreement may be terminated by AGENCY
11 for any reason (with or without cause) upon giving fourteen (14) days
12 written notice to ARCHITECT.

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

- 25 C. ARCHITECT shall consult with AGENCY's legal adviser on legal matters
26 affecting AGENCY in relation to the drawings, specifications and contract
27 documents and the relationship between AGENCY and contractor when
28 requested by AGENCY. ARCHITECT shall submit for AGENCY's legal

1 advisers review, and correction if required, for approval as to legality or
2 form, the contract documents and specifications (but not the drawings in
3 the absence of a request therefore or of any specific legal problem
4 therein), addenda (other than for correction of minor errors or minor
5 omissions in the drawings or specifications), change orders and other
6 documents which may have legal implications or legal consequences to
7 AGENCY. Such documents shall be submitted in time reasonably to
8 permit their review and advice to AGENCY before AGENCY shall act
9 thereon, and in sufficient quantity to permit said legal adviser to retain one
10 (1) copy thereof if he so desires.

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

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

24 F. Any notice or communication under this Agreement shall be transmitted to
25 AGENCY's Executive Director or a designated representative and to
26 ARCHITECT at the following address:
27
28

AGENCY

Rebecca Tsagris, Project Manager
Redevelopment Agency
for the County of Riverside
3403 10th St, Suite 400
Riverside, CA 92501
(951) 955-8764
Fax: (951) 955-4890
Email: rtsagris@rivcoeda.org

ARCHITECT

Pam Touschner
Principal Architect
DLR Group WWCOT
4280 Latham Street
Riverside, CA 92501
(951) 682-0470
Fax: (951) 682-1801
Email: ptouschner@dlrgroup.com

G. Release of Information to the Public: ARCHITECT shall consider all information regarding the PROJECT as confidential information. Any request for information from others shall be directed to AGENCY.

H. The following shall apply to all construction change orders:

1. Work performed by ARCHITECT or their 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 AGENCY, 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:

It is the intention of AGENCY to schedule weekly job-site visits. There may be occasions when fewer will suffice. There may be occasions where more will be required. ARCHITECT agrees either to be in attendance at these meetings or alternatively to have those other consultants he considers being appropriate in attendance.

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

1 clarification requests. The additional on-site time shall not be interpreted
2 by the parties as any increased responsibility for actual construction
3 observation.

4 J. Jurisdiction/Venue/Attorneys Fees:

5 The laws of the State of California will govern the validity of this
6 Agreement, its interpretation and performance. Litigation arising from this
7 Agreement shall be brought in California Courts. The prevailing party will
8 be entitled to recovery of all reasonable costs incurred, including staff
9 time, court costs, attorneys' fees and other related expenses.

10 K. Hazardous Materials:

11 It is acknowledged by both parties that ARCHITECT's scope of services
12 does not include any services related to asbestos or hazardous or toxic
13 materials. In the event ARCHITECT or any other party encounters
14 asbestos or hazardous or toxic materials at the jobsite, or should it
15 become known in any way that such materials may be present at the
16 jobsite or any adjacent areas that may affect the performance of
17 ARCHITECT's services, ARCHITECT may, at ARCHITECT's option and
18 without liability for consequential or any other damages, suspend
19 performance of services on the PROJECT until AGENCY retains
20 appropriate specialist architects or contractors to identify, abate and/or
21 remove the asbestos or hazardous or toxic materials, and warrant that the
22 jobsite is in full compliance with applicable laws and regulations.

23 L. ARCHITECT shall ensure that there shall be no discrimination
24 against or segregation of any person, or group of persons, on account of
25 sex, marital status, race, religion, color, creed, national origin, ancestry,
26 sex, physical condition, or age, in the performance of this Agreement and
27 that ARCHITECT, Contractor, or any person claiming under or through the
28 AGENCY shall not establish or permit any such practice or practices of

1 discrimination or segregation.

2 M. ARCHITECT verifies upon execution of this Agreement, possession
3 of a current and valid license in compliance with any local, State, and
4 Federal laws and regulations relative to the scope of services to be
5 performed under Exhibit A, and that services(s) will be performed by
6 properly trained and licensed staff.

7 N. Any waiver by AGENCY of any breach of any one or more of the
8 terms of this Agreement shall not be construed to be a waiver of any
9 subsequent or other breach of the same or of any other term thereof.
10 Failure on the part of the AGENCY to require exact, full and complete
11 compliance with any terms of this Agreement shall not be construed as in
12 any manner changing the terms hereof, or stopping AGENCY from
13 enforcement thereof.

14 O. If any provision of this Agreement is held by a court of competent
15 jurisdiction to be invalid, void or unenforceable, the remaining provisions
16 will nevertheless continue in full force without being impaired or invalidate
17 in any way.

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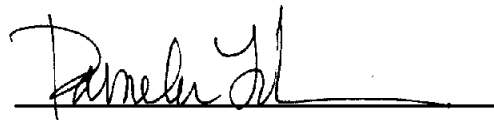
3 IN WITNESS HEREOF, the parties hereto have executed this Agreement on

4 _____
5 (To be filled in by Clerk of the Board)

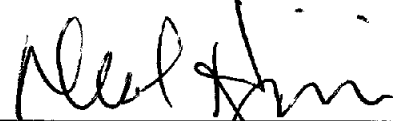
6
7 **REDEVELOPMENT AGENCY FOR**
8 **THE COUNTY OF RIVERSIDE**

DLR Group WWCOT

9
10 **Marion Ashley**
11 Board of Directors


12 _____
13 **Pamela J. L.**
14 _____
15 Title

16
17 **APPROVED AS TO FORM:**

18 By 
19 _____
20 Agency Counsel

21
22 **ATTEST:**
23 Clerk of the Board

24 By _____
25 Deputy

26
27 S:\RDACOM\DIS1\Project Area I-215\Mead Valley\Mead Valley Library Project\DLR Group WWCOT Agreement.doc
28

EXHIBIT "A"

Based on the Request for Qualifications dated October 22, 2009, Addendum #1 dated November 10, 2009, a preliminary meeting held at the Riverside County Economic Development Agency (EDA) offices on April 26, 2010 and two emails received from you on April 27, 2010, we have developed the following proposal for professional services for the new Mead Valley Library located on the northeast corner of Clark Street and Oakwood Street in the unincorporated community of Mead Valley.

1.0 Project Description

1.1 The Project is a new structure to house a proposed library that will be approximately 10,000 GSF. Located on approximately 3.24 acres (APN: 318-120-045) the project will be designed and constructed to achieve the LEED Certified level of certification by the US Green Building Council. The project will be delivered in the traditional design-bid-build method. The project is funded with Redevelopment Project Area funds and shall incorporate a functional layout, increased book capacity, a conference/community room, and appropriate aesthetic design for the community. Timeframe for design is estimated to be 9 to 10 months and construction is estimated between 9 to 10 months.

1.2 It is our understanding our services will be provided in the following phases:

- Program Development and Verification
- Site Research
- Preliminary Site Design / Planning
- LEED® Certification and Documentation
- Architectural Design:
 - Schematic Design (SD)
 - Design Development (DD)
 - Construction Documents (CD)
 - Specifications
- Permitting
- Bidding Assistance
- Construction Administration (CA)

1.3 DLR Group WWCOT's services will include the services of Civil, Structural, Mechanical, Electrical, Plumbing, and Geotechnical Engineers, Landscape Architect and Cost Estimating services.

1.3.1 The services of a Construction Cost Estimator will provide a statement of probable construction cost upon completion of the schematic phase, at 100% completion of design development documents, at 90% completion of construction documents and immediately prior to issuance of the Notice of Inviting Bids. All work completed on this project shall be in conformance with California Prevailing Wage rates.

1.3.2 The landscape architect will design the hardscape, softscape and irrigation system for the site. They will provide planting and irrigation plans, soils management plan, landscape maintenance plan, specifications, LEED

documentation, perform construction observation, attend meetings with the design team and EDA, provide record drawings and cost estimates.

- 1.3.3 The civil engineer will establish the final pad elevation of the building, finish grading around the building and parking lot, and off-site improvements including curb, gutter, sidewalk and street/road improvements for the total property frontage along Clark Street (approximately 300 feet) and Oakwood Street (approximately 470 feet). The Riverside County Transportation Department will perform the paving for both Clark Street and Oakwood Street. Traffic analysis/design or signalization of the intersection is not included in this scope of work. They will provide preliminary and final water quality management plan, conceptual site studies, conceptual and precise grading plan, street improvement plan, public water plan, public sewer plan, onsite private utility plan, storm water pollution prevention plan, horizontal control plan/parking lot striping plan, street lighting location plan, specifications, LEED documentation, construction administration, final site inspection, attend meetings with the design team and EDA, coordination and meetings with public agencies and as-built record drawings.
- 1.3.4 The civil engineer will also provide a site survey for the use of the design team delineating existing surface improvements, recording the boundaries of the site parcels, documenting existing utility infrastructure, preparing a base map, documenting all findings, recording the survey and preparing the legal description and plats.
- 1.3.5 The geotechnical engineer will provide a geotechnical investigation of the site to determine rock rippability/excavation characteristics, loose alluvium conditions, soil evaluation for pavement design, suitability of on-site material for use as compacted fill, recommendation for foundation design and earthwork construction criteria.

- 1.4 DLR Group WWCOT will process the construction documents through the Riverside County EDA Design and Construction Division and Riverside County Fire Department for their review and approval.

2.0 Scope of Work

2.1 Program Development and Verification/Site Research

- 2.1.1 Confirm assignable and gross square-footage space requirements for the new library with Riverside County representatives.
- 2.1.2 Identify circulation assumptions.
- 2.1.3 Confirm internal and external department adjacencies
- 2.1.4 Determine location of departments' relationships.
- 2.1.5 Identify architectural, mechanical, electrical, and plumbing requirements necessary to achieve a functional facility.

2.1.6 Identify any special requirements such as ceiling heights, floor loading conditions, temperature controls, acoustics, lighting, air exchanges, and security.

2.1.7 Prepare site survey and geotechnical investigation report.

2.2 LEED® Certification and Documentation

2.2.1 Prepare design and documentation to achieve LEED® Certified by the US Green Building Council (USGBC) in accordance with LEED® for New Construction 2009 Rating System. Assist in the selection of a commissioning agent at the beginning of the project that is acceptable to EDA and DLR Group WWCOT.

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

2.2.3 Prepare a Summary Report on the outcome of the LEED® Charrette session.

2.2.4 Coordinate LEED® certification requirements with consultants.

2.2.5 EDA will prepare along with the LEED® Commissioning Agent (CxA) the Owner's Project Requirements (OPR) and the Basis of Design (BOD) submittal.

2.2.6 Upload the documentation and exhibits required for LEED® certification to the USGBC website.

2.3 Schematic Design (SD)

Utilizing the updated program produced from the comments received from EDA and the project stakeholders during the program confirmation phase, we will develop the design of this project. Our services during this phase include the following:

2.3.1 Coordinate the functional and circulation aspects of the floor plan.

2.3.2 Prepare a schematic floor plan for your review and approval.

2.3.3 Coordinate a preliminary site plan with the Civil Engineer and Landscape Architect.

2.3.4 Prepare a statement of probable construction cost at the completion of the schematic design phase.

2.3.5 Submit SD documents to CxA for review.

2.4 Design Development (DD)

With the intention of further refining the Schematic Design 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 our consultant team.
- 2.4.2 Establish the final design for the structural system.
- 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 Establish the landscape design requirements.
- 2.4.6 Establish the civil engineering requirements.
- 2.4.7 Coordinate the final design of the site improvements.
- 2.4.8 Upon your approval, review the Design Development drawings with the various agencies having jurisdiction and make modifications as required.
- 2.4.9 Prepare a statement of probable construction cost at the completion of the design development phase.
- 2.4.10 Submit DD documents to CxA for review.

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. EDA to provide Division 0 documents and EDA approved Division 1 documents for incorporation into the project 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 landscape design drawings, specifications and bidding documents.
- 2.5.6 Prepare final civil engineering drawings, specifications and bidding documents.
- 2.5.7 Coordinate final CD comments from CxA with drawings, specifications and bidding documents.
- 2.5.8 Prepare a statement of probable construction cost at 90% completion of the construction document phase and at 100% completion of the construction document phase.

2.6 Permitting

With the intention of EDA obtaining plan check approvals and a building permit, 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.
- 2.6.2 Process through the Riverside County EDA Design and Construction Division and the County of Riverside Fire Department for review and approval.

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 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 DLR Group WWCOT will establish the methods for administering the construction process with the General Contractor, the CxA, the various subcontractors and EDA.
- 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, Mechanical, Electrical, Plumbing Engineers, Landscape Architect and CxA 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 Site Survey and Geotechnical Investigation

3.1 At the request of Riverside County EDA, DLR Group WWCOT will provide a site survey and geotechnical investigation report.

3.2 The site survey will include the following tasks.

3.2.1 Field Topography

3.2.2 Boundary and Constraints Map

3.2.3 Existing Utility Map

3.2.4 Base Map Preparation

3.2.5 Record of Survey

3.2.6 Legal Descriptions and Plats

3.3 The geotechnical investigation will include the following tasks.

3.3.1 Project Review and Field Coordination

3.3.2 Geotechnical Field Work

3.3.3 Laboratory Testing

3.3.4 Analysis and Final Geotechnical Report

3.3.5 Post Report Consultation

4.0 Assumptions

4.1 EDA will prepare Legals and Plats, where required for dedication of off-site road right of way or other easement, if needed.

4.2 DLR Group WWCOT is not responsible for the accuracy of the contents and deliverables of the site survey and the geotechnical investigation report prepared by other consultants. EDA has asked DLR Group WWCOT to engage those consultants as a convenience to the project.

4.3 EDA will provide all assessment and documentation as required under the California Environmental Quality Act (CEQA) and local, state and federal guidelines.

4.4 The architect and consultants will have access to the site and the existing facilities.

4.5 Adequate utilities are available to the existing building to provide service for this project. If such services do not exist, EDA will coordinate demand needs with utility agencies.

4.6 A Title Report will be available for our use, if necessary. Both, DLR Group WWCOT and the Civil Engineer will review the report and notify EDA of any issues or concerns that may affect the project site. The site is identified by the Riverside County Assessor's Parcel Number (APN) 318-120-045.

- 4.7 The Riverside County EDA Design and Construction Division will perform the Plan Check of the Construction Documents and Specifications. Contract documents will be reviewed concurrently by the Riverside County Transportation Department, Riverside County Flood Control, and Riverside County Counsel.
- 4.8 EDA will provide Division 0 of the specifications. EDA will 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
- 4.9 EDA is responsible for the bid advertising and opening. DLR Group WWCOT will assist in the bidding and attend the bid opening.
- 4.10 The construction documents will be prepared as a single phased project.
- 4.11 DLR Group WWCOT will deliver two sets of plans at the end of each phase to EDA. Two complete sets of plans and specifications will be sent to EDA for bidding.
- 4.12 EDA will provide a flow test report at the nearest fire hydrant to assist the civil engineer in completing the fire flow calculations.

5.0 Excluded Services

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

- 5.1 Furniture Selection services.
- 5.2 Traffic analysis design or signalization of the intersection.
- 5.3 Utility relocation services have not been included until actual scope of work is determined. Currently, the utility location is unknown until the site survey is provided.
- 5.4 Street lighting design.
- 5.5 Fire Sprinkler System design. The MEP Engineer will provide performance specifications and will review the shop drawing submittal.
- 5.6 Presentation quality models.
- 5.7 Agency Entitlement submittals, reviews, meetings and/or approvals.
- 5.8 Preparation of any California Environmental Quality Act (CEQA) documentation.

- 5.9 Construction staking.
- 5.10 Compaction and Materials Testing.
- 5.11 All bonds, utility charges, public agency fees, and title company fees.
- 5.12 Testing and inspection fees.
- 5.13 Potholing and cost of equipment rental.

6.0 Proposed Fee

- 6.1 DLR Group WWCOT will provide the services described under the Scope of Work outlined above for a fixed fee of Four Hundred Sixty Five Thousand Eight Hundred Dollars (\$465,800), plus reimbursable expenses as defined in Exhibit "B".

6.1.1 The Fee breakdown is as follows:

Basic Services	\$ 245,000
• Programming	
• Architectural	
• Structural	
• Mechanical, Electrical and Plumbing	
• Cost Estimating	
Enhanced Services	
• Civil Engineering	\$ 95,000
• Landscape Architecture	\$ 40,000
Site Survey	\$ 21,000
Geotechnical Investigation Report	\$ 9,800
LEED Documentation	\$ 35,000
LEED Commissioning	<u>\$ 20,000</u>
Total	\$ 465,800

6.1.2 The breakdown of the fee by phase is attached as Exhibit "E".

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

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 EDA, submittal to public agencies, contractor bidding and construction, permit filing fees, unique presentation of printed material specifically requested by EDA, 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 EDA.

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 EDA, postage, telephone calls, facsimile transmissions, and all CAD costs, including plotting and operations costs.

1.1.3 Reimbursable expenses are estimated to be Thirty Five Thousand Dollars (\$35,000) and this amount shall not be exceeded without the prior written approval of EDA.

EXHIBIT "C"

1.0 2010 Hourly Billing Rates

- 1.1 For any additional services that may be authorized by you, our 2010 Billing Rates will apply. These rates are updated on an annual basis.

Architectural

	<u>Rates</u>
Client Leader	\$ 250
Principal	\$ 220
Technical/Design Leader	\$ 180
Senior Professional	\$ 150
Quality Control Professional	\$ 150
Professional	\$ 125
Professional Support	\$ 105
Technical	\$ 85
Clerical	\$ 60

EXHIBIT "D"

1.0 Fee Breakouts

1.1 Civil Engineering Design Fees

• Conceptual Site Studies	\$ 8,975
• Preliminary Water Quality Management Plan	\$ 4,040
• Precise Grading Plans	\$ 13,800
• Street Improvement Plans	\$ 7,855
• Public Water Plans	\$ 3,120
• Public Sewer Plans	\$ 3,460
• Onsite Private Utility Plan	\$ 3,050
• Specifications	\$ 2,800
• Final Water Quality Management Plan	\$ 2,060
• Storm Water Pollution Prevention Plan	\$ 5,500
• LEED Certification	\$ 3,960
• Bid Solicitation	\$ 1,200
• Construction Administration	\$ 4,500
• Shop Drawings/Submittals	\$ 1,620
• Final Inspection	\$ 1,570
• Record Drawings	\$ 3,060
• Project Management, Meetings and Coordination	\$ 6,750
• DLR Group WWCOT (15% Consultant Mark Up)	\$ 12,400
• <u>DLR Group WWCOT Management/Coordination</u>	<u>\$ 5,280</u>
Total	\$ 95,000

1.2 Civil Engineering Survey Fees

• Field Topography	\$ 2,675
• Boundary and Constraints Map	\$ 3,430
• Existing Utility Map	\$ 1,100
• Base Map Preparation	\$ 630
• Record of Survey	\$ 3,850
• Legal Descriptions and Plats	\$ 5,000
• Project Management, Meetings and Coordination	\$ 1,500
• <u>DLR Group WWCOT (15% Consultant Mark Up)</u>	<u>\$ 2,815</u>
Total	\$ 21,000

1.2 Landscape Architecture Design Fees

• Design Development	\$ 4,500
• Construction Drawings	\$ 13,800
• Meetings	\$ 4,900
• Bidding	\$ 1,300
• Construction Observation	\$ 9,500
• <u>DLR Group WWCOT (15% Consultant Mark Up)</u>	<u>\$ 6,000</u>
Total	\$ 40,000

EXHIBIT "E"

1.0 Fee Breakdown by Phase

		Basic Services	Enhanced Services	LEED Activities	Total
	Site Survey/Geotechnical Report				\$30,800
5%	Programming/Pre-Design	\$12,250	\$6,750	\$2,750	\$21,500
10%	Schematic Design	\$24,500	\$13,500	NA	\$37,500
15%	Design Development	\$36,750	\$20,250	\$8,500	\$64,750
40%	Construction Documents	\$98,000	\$54,000	\$16,500	\$166,500
5%	Permit/Bidding	\$12,250	\$6,750	NA	\$18,750
20%	Construction Administration	\$49,000	\$27,000	\$24,500	\$99,500
5%	Close Out	\$12,250	\$6,750	\$2,750	\$21,500
TOTAL		\$245,000	\$135,000	\$55,000	\$465,800