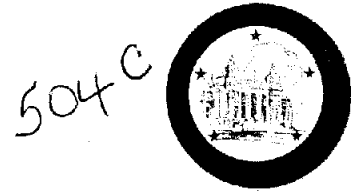


**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE
REDEVELOPMENT AGENCY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Redevelopment Agency

SUBMITTAL DATE:
January 20, 2011

SUBJECT: Oasis Fire Station #42 Project

RECOMMENDED MOTION: That the Board of Directors:

1. Make the following Findings in accordance with Health & Safety Code Section 33445:
 - a) The proposed demolition and replacement of the fire station will benefit the Oasis Sub-Area of the Desert Communities Project Area (DCPA) by improving the safety and welfare of the community, and removing a blighting condition;
 - b) Due to the current economic crisis, there is limited funding for new capital improvement projects and there are no other reasonable means of financing available to the community for this project;
 - c) The projects are consistent with the Implementation Plan adopted for the DCPA which includes the construction of new facilities and the elimination of blight;

Robert Field

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 290,324	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 SUPERVISORS AGENDA: Yes

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

C.E.O. RECOMMENDATION: APPROVE

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

County Executive Office Signature

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong*
 SAMUEL WONG
 COUNTY CLERK
 Christopher Hans
 FORM APPROVED COUNTY COUNSEL
 BY: *Marshall Victor*
 MARSHALL VICTOR
 DATE: 1/18/11
 DEPT. RECOMM.: Consent Policy
 PER EXEC. OFF.: Consent Policy

Prev. Agn. Ref.: N/A

District: 4

Agenda Number
4.2

RECOMMENDED MOTION: (Continued)

2. Approve in concept the Oasis Fire Station #42 Project; and
3. Approve and authorize the Chairman of the Board to execute the agreement between the Redevelopment Agency and Holt Architects for architectural and design services in the amount of \$290,324.

BACKGROUND:

Oasis Fire Station #42 is currently located at 76-800 Harrison Street. The existing structure was built in 1958 on property designated by County Transportation Department as road right of way.

On October 10, 2006, T M A D Taylor & Gaines, Structural, Mechanical, Electrical and Civil Engineers conducted a cursory structural evaluation of the Oasis Fire Station structure. The evaluation found structural deficiency and seismic settlement due to ground shaking and/or liquefaction. The current structure, with the present soil condition, has been classified as poor and unsafe for occupancy. As a result, staff is currently housed in and operating from modular buildings installed on site.

The unsafe structure needs to be demolished; the structure is within the Redevelopment Project Area and qualifies for the Demolition Grant Program. The Redevelopment Agency (RDA) will provide all services required for the demolition of the existing fire station's structure and for the construction of a new fire station. A three acre site has been purchased by the Agency for the new station (Resolution 2010-067). Fire station staff will continue to operate from modular buildings until a new station can be built.

The attached professional services agreement is for the design and construction management of a new replacement station. Through a Request for Proposals (RFP) process, Redevelopment Agency (RDA) staff solicited proposals from qualified firms to provide needed services. After interviewing the top three firms, Holt Architects was selected to provide the general range of services. RDA staff negotiated the attached agreement.

The total cost to construct the new station will not be known until the project is bid, but its estimated at \$3.5 million. The project will be brought back before the Board once plans and specifications have been completed. The funds for the project will come from RDA capital improvement funds from DCPA and will not impact county general funds. A Notice of Exemption has been completed and will be filed with the Clerk of the Board upon approval.

Agency Counsel has reviewed and approved the agreement as to form, therefore RDA staff recommends that the Board of Directors make the findings in accordance with Health & Safety Code Section 33445; approve in concept to construct a new fire station, and execute the attached Architectural and Design Services Agreement.

Attachments:
Agreement for Architectural and Design Services (3)

1 **AGREEMENT FOR ARCHITECTURAL AND DESIGN SERVICES**

2 **BY AND BETWEEN**

3 **THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**

4 **AND HOLT ARCHITECTS, INCORPORATED**

5 **FOR THE OASIS FIRE STATION PROJECT**

6 **THIS AGREEMENT**, is made and entered into this ____ day of _____, 2011 by
7 and between the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE,
8 a public body corporate politic in the State of California, herein referred to as the
9 "Agency", and HOLT ARCHITECTS, INC. duly licensed as an Architect and/or
10 Architectural Professional Corporation under the laws of the State of California, herein
11 called "Architect", hereafter collectively referred to as the "Parties" mutually agree as
12 follows:

13 **RECITALS**

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

18 **WHEREAS**, Agency has adopted by Ordinance No. 886, on January 27, 2009 a
19 redevelopment plan for the Desert Communities Project Area, Amendment 2 which is
20 composed of several non-contiguous subareas, including the Oasis Sub-area
21 (hereinafter "PROJECT AREA");

22 **WHEREAS**, the Redevelopment Plan for the Desert Communities Project Area
23 (hereinafter "PLAN") was adopted in order to eliminate blight and revitalize the
24 substandard physical and economic conditions that exist within the PROJECT AREA;

25 **WHEREAS**, pursuant to Section 33125 of the Health and Safety Code, the
26 Agency is authorized to make and execute contracts and other instruments necessary
27 or convenient to the exercise of its powers;

28 //

1 **WHEREAS**, pursuant to Section 33445 of the California Health and Safety Code
2 stipulates that a redevelopment agency may assist in the construction of buildings,
3 facilities, structures, or other improvements that are of benefit to the project area or the
4 immediate neighborhood in which the project is located;

5 **WHEREAS**, pursuant to CRL 33020(a) of the California Community
6 Redevelopment Law "redevelopment" means to conduct planning, development, and
7 replanning of all or part of a survey area as may be appropriate and necessary in the
8 interest of general welfare, including recreational and other facilities incidental or
9 appurtenant to them;

10 **WHEREAS**, the planned Oasis Fire Station will benefit the Project Area by
11 eliminating certain conditions of blight stemming from the need for adequate public
12 facilities which impeded economic development and redevelopment within said Project
13 Area;

14 **WHEREAS**, the Agency has selected Architect to provide services based on
15 their qualifications following an extensive Request For Qualifications (RFQ), formal
16 design interview, and reference check; and

17 **WHEREAS**, Architect has agreed to provide such services to AGENCY.

18 **NOW, THEREFORE**, in consideration of mutual promises contained herein, the
19 parties hereto do hereby agree as follows:

20 I. **DESCRIPTION.** The Architect shall render architectural and engineering
21 services to the Agency for all identified phases of the project for which the
22 Agency shall pay the Architect, all as hereinafter provided, with relation to the
23 design and construction of the building and improvements, herein called
24 "Project", described and generally located as follows: Design of a replacement
25 Oasis Fire Station with square footage from 6,500 to 8,500 on a 3.09 acre site
26 owned by the County of Riverside. The site located west of Harrison Street and
27 north of Avenue 73 in the unincorporated community of Oasis, California and
28 consists of a portion of Assessor Parcel Number 749-160-009. Design will

1 include all on-site improvements, circulation areas, parking areas, and
2 landscaping.

3 II. SCOPE OF WORK. The Architect shall perform all services and other activities
4 necessary to design, prepare construction documents ready to advertise and
5 receive bids for the project, provide bid assistance, provide construction
6 administration including project close out in accordance with the terms of this
7 Agreement and as outlined in the attached Exhibit "A", incorporated herein and
8 by this reference made part hereof.

9 III. ARCHITECT'S SERVICES. The Architect shall render the following services
10 and related services as stipulated in Exhibit "A".

11 A. ARCHITECTURAL PROGRAMMING/ PROGRAMMING VERIFICATION:

12 Including developing from provided information a list of space allocations
13 and room/outdoor area(s) space data sheets. This activity requires 30
14 days to complete.

15 B. SCHEMATIC DESIGN: Consult with representatives of the Agency,

16 examine site and surroundings, ascertain presently proposed and
17 probable future functions and requirements of the project; prepare
18 schematic design studies incorporating the program requirements
19 including site plans, floor plans, elevations, sections and other drawings
20 necessary to describe the project. Prepare an itemized preliminary
21 budget for the project, including a construction cost estimate, estimates
22 for essential or optional fixtures and improvements recommended for
23 separate purchase or installation, including but not limited to such items
24 as floor coverings, window equipment, and all items of cost necessary to
25 the completion but not to be covered by construction contract. Prepare
26 outline specifications in sufficient detail to permit an analysis of the
27 proposed construction, building systems and methods of construction
28 specified and a tabulation of both gross and assignable floor areas with a

1 comparison to the initial program requirements. Submit schematic
2 drawings and an estimated construction cost; make necessary revisions
3 as required to meet the financial limitations and other needs of the
4 Agency; submit a preliminary schedule for completion of the subsequent
5 phases. Design studies shall accommodate Agency's space standards
6 and systems furniture needs as required. This activity requires 30 days to
7 complete.

8 C. DESIGN DEVELOPMENT: Develop from the schematic analysis, as
9 approved, and submit to the Agency preliminary site plans, floor plans,
10 elevations, cross-sections and other necessary drawings and
11 specifications, to fix and illustrate the size and character of the project,
12 including applicable essentials as to kind and quality of materials, type of
13 structure, mechanical, electrical and sanitary systems, interior design and
14 other fundamental information; present for the approval of the Agency a
15 construction cost estimate, a revised schedule for completion of
16 subsequent phases, apply for and obtain any necessary, preliminary
17 approvals of public agencies. This activity requires 60 days to complete.

18 D. CONSTRUCTION CONTRACT DOCUMENTS: Prepare detailed
19 construction contract drawings, all related specifications and construction
20 cost estimate; prepare other necessary contract documents, using forms
21 provided by the Agency, to include general conditions and supplementary
22 general conditions, instructions to bidders, form of proposal, agreement,
23 bonds, and notice inviting bids. Apply for and obtain to the extent within
24 the Architects control required approvals from public agencies. Complete
25 final contract documents and submit them for approval, ready to invite
26 bids, including any recommended alternate bid provisions and period for
27 construction, accompanied in writing with any recommended adjustments
28 in estimated contract price and other budget items and schedule for

1 completion of subsequent phases; recommend time until receipt of bids,
2 and for completion. This activity requires 90 days to complete.

3 E. BIDDING: Solicit bids by direct communication with contractors, by
4 means of usual trade publications and through construction bid plan
5 rooms. Reproduce and issue drawings, specifications and other contract
6 documents for bidding purposes; prepare and issue to all prospective
7 bidders any necessary addenda not later than a reasonable period before
8 the time fixed to receive bids, and submit the same for approval of the
9 Agency before award of the contract; consult with and make specific
10 recommendations to Agency concerning responsibility of bidders and
11 proposed subcontractors and concerning acceptance or rejection of bids
12 and alternate bids; thereafter give timely notice to Agency to issue the
13 "Notice to Proceed" to the contractor to commence construction; promptly
14 investigate requests of contractor for substitution of "equals" and make
15 reports and recommendations to Agency. This activity requires 90 days
16 to complete.

17 F. CONSTRUCTION: Make periodic visits to the project and provide
18 construction administration services and observation of the work to assist
19 securing completion for conformity with the contract documents including
20 drawings and specifications; without guaranteeing performance by
21 contractors, observe compliance with contract requirements by
22 contractors, and promptly notify Agency of uncorrected noncompliance,
23 substantial delays and observed deviations from requirements of the
24 contract; perform functions required of the Architect by the terms of this
25 Agreement for Architectural Services; give technical direction to the Clerk
26 of the Works or inspector provided by the Agency; interpret drawings and
27 specifications; review and act on reports of results of materials and
28 systems testing arranged for and paid by the Agency or contractor as

1 provided in the contract documents; review and accept (or reject) all
2 submittals by the contractor required by the contract documents including
3 shop drawings, products, and data samples for conformance with design
4 concept and contract documents; prepare a color and finish schedule and
5 all revisions thereof; approve material samples for color and finish;
6 recognize the need for, negotiate, prepare and seek timely approval of
7 change orders, specifying therein what, if any, additional time for
8 completion is to be allowed on account thereof; review contractor's
9 applications for payment and recommend certificates for payment, with
10 full or partial withholding where circumstances so indicate; at completion
11 stage make thorough and complete visual observations of exposed "to"
12 view elements, report observed deficiencies and ascertain substantial
13 compliance; thereupon, and not before, promptly report to Agency the
14 fact of completion accompanied by notice of completion prepared for
15 execution of Agency on form supplied by or acceptable to Agency's legal
16 adviser; prepare and make all reports as required for local, state and
17 federal agencies and obtain necessary approvals or other clearances
18 thereon; file with Agency any required written warranties submitted by the
19 contractor; based on Architect's observations during construction, review
20 and report opinion of accuracy and completeness of record drawings and
21 file with Agency the record drawings, and specifications prepared by the
22 contractor and for which the contractor assumes sole responsibility for
23 the accuracy and completeness thereof. The Architect shall not have the
24 authority to stop the construction work for any reason. This activity
25 requires 195 days to complete.

26 G. GUARANTY PERIOD: Consult with Agency's representatives and assist
27 Agency in negotiations with contractors and subcontractors with
28 reference to remedying defects of construction or unsatisfactory

1 operation of the complete project or any of its parts, for a period of one
2 year after acceptance of the project.

3 H. EXTRA WORK: Extra work shall be performed only when requested or
4 approved by the Agency in writing, after written notice from the Architect
5 as to the estimated cost thereof. Extra work shall include, but not be
6 limited to:

- 7 1. Preparation of planning surveys and special analyses of the
8 Agency's needs, In addition to the base requirements of the
9 contract, to clarify requirements of the project when requested by
10 the Agency.
- 11 2. Preparation of measured drawings of existing construction when
12 required for planning additions or alterations thereto.
- 13 3. Revision of previously approved drawings or specifications to
14 accomplish changes ordered by the Agency.
- 15 4. Consultation concerning replacement of any work damaged by fire
16 or other cause during construction and furnishing professional
17 services as may be required in connection with the replacement of
18 such work.
- 19 5. Arranging for the work to proceed should the contractor default
20 due to delinquency or insolvency.
- 21 6. Providing contract administration and observation of construction
22 should the original construction contract time be exceeded by 60
23 days through no fault of the Architect.
- 24 7. Conducting an observation of the project prior to expiration of the
25 guarantee period and reporting observed discrepancies under
26 guarantees provided by the construction contract, if requested by
27 the owner.

28 //

- 1 8. Preparing drawings and/or specifications for correction of defects
2 of construction discovered after completion, or letting contracts or
3 observation of construction thereunder, preparing for or
4 participating in litigation arising out of the construction contract or
5 defects of construction, whether before or after completion, or the
6 enforcement of guarantees or warranties.

7 IV. ARCHITECT'S COMPENSATION.

8 A. Determination of Amount

- 9 1. For the services hereinabove required the Agency shall pay to the
10 Architect, in the manner hereinafter provided, a fee of TWO
11 HUNDRED NINTY THOUSAND, THREE HUNDRED TWENTY
12 FOUR DOLLARS (\$290,324), and shall be paid as provided in
13 paragraph IV.C. Payment.
- 14 2. The Construction Contract Budget (which includes trade contracts
15 and general conditions has been determined by the Owner and
16 until revised by the Agency shall be deemed to be Two Million,
17 Nine Hundred and Forty Five Thousand Dollars (\$2,945,000). The
18 Architect's compensation in Section IV, A, I above, shall include
19 design services necessary for the joint development of the
20 information technology (IT) systems with the Agency's Information
21 Technology Department.
- 22 3. If the accepted bid amount is higher or lower than the construction
23 cost stipulated above, the Architect's fee will not be changed,
24 except for increases in scope of work which will be compensated
25 per terms outlined below in IV.B. Additional Services.
- 26 4. Authorized reimbursable expenses shall be paid at consultant's
27 cost. Authorized reimbursable expenses are as follows, and shall
28 not exceed: \$6,000.

- a. Expenses for travel outside the Riverside County area, provided however, that such travel is authorized in advance by the Agency.
- b. Expenses for postage of drawings and specifications.
- c. Direct cost of models, renderings, prints, photographs or other reproduction authorized by the Agency.

B. Additional Services

1. Payments for additional services authorized by the Board shall be made upon acceptance of said services by the Executive Director and in accordance with one of the following as determined by the Executive Director:

- a. By negotiation between Agency and Architect.
- b. Two and one-half (2-1/2) times direct payroll costs (time of principals, consultants and Architect technical personnel) incurred by the Architect directly engaged in performing additional services.

The term "direct payroll costs" is defined as gross wages, including legally required applicable taxes (federal, state, social security, unemployment insurance premiums) vacation, sick leave, and health insurance premiums, but shall not include employer contributions to fringe benefits, other insurance premiums, bonus or incentive payments or other employee expenses.

- c. The Architect shall not be entitled to additional fee for deductive change orders nor shall architect's fee be reduced due to deductive change orders.

2. The compensation herein provided shall be full payment to the Architect for all services rendered by architect and all persons

1 engaged or employed by architect in the performance of this
2 agreement, and no additional payment or reimbursement shall be
3 made therefore or for any travel or other expenses incurred by the
4 Architect or such persons, except as may be specifically provided
5 in writing between the parties.

6 3. No deduction from the Architect's compensation shall be made on
7 account of any sum withheld from a contractor.

8 C. Payment.

9 1. The Agency shall pay the Architect, upon submittal of an itemized
10 statement (with backup documentation upon request), for
11 completed and approved services under this agreement in the
12 various phases. (See Exhibit "A".)

- 13 a. Architectural Program-----\$3,451.00
14 b. Program Verification -----\$5,619.00
15 c. Schematic Design -----\$29,763.00
16 d. Design Development-----\$31,229.00
17 e. Construction Documents 50% -----\$44,515.00
18 f. Construction Documents 100% -----\$44,515.00
19 g. Bidding Assistance-----\$6,790.00
20 h. Construction Administration-----\$60,752.00

21 Invoiced in equal monthly installments from the start of
22 construction.

- 23 i. Close out and Record drawings-----\$2,790.00

24 Invoiced upon acceptance and approval of the following:

25 Punch list development and monitoring of completion of
26 punch list items; collection of warranties; collection of
27 operation and maintenance manuals; equipment
28 commissioning; operations and security walk through; staff

1 instructions/training (if desired); and preparation of record
2 drawings (As-Builts).

3 j. Reimbursable Expenses-----\$ 6,000.00

4 k. LEED Certification-----\$ 54,900.00

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

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

18 V. DUTIES OF ARCHITECT

19 A. Upon execution hereof, the Architect shall proceed with the work in
20 accordance with Exhibit "A", each phase shall be approved in
21 writing by the Agency and a Notice to Proceed issued prior to
22 commencing subsequent phases.

23 B. The Architect's work on each phase shall be performed in such
24 manner and form as will to the extent within the control of the
25 Architect receive approval of any local, state or federal agency
26 having jurisdiction to approve the same, and he shall furnish all
27 architectural and engineering information and data necessary to
28 meet the requirements of such agency or agencies in order to

1 secure approval to construct the project or for financial aid in
2 connection therewith, if requested to do so by the Agency.
3 However, the Architect shall not be required to sign any
4 documents, no matter by whom requested, that would result in the
5 Architect having to certify, guarantee or warrant the existence of
6 conditions whose existence the Architect cannot ascertain.

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

18 D. The Architect shall obtain employ or engage all engineers,
19 consultants or other individuals or firm necessary to enable him to
20 perform the services under this agreement through all phases of
21 the project, and shall be responsible for their compensation,
22 including but not limited to structural engineers, mechanical
23 engineers, electrical engineers, civil engineers, landscape
24 architects, and interior design consultants.

25 E. The Architect shall obtain and maintain during the term of
26 performance of this agreement such workmen's compensation
27 insurance as may be necessary to protect himself from claims
28 //

1 under workmen's compensation laws and to relieve the Agency
2 from any responsibility thereunder.

3 F. The Architect shall deal directly with the duly appointed Project
4 Manager from Agency in all matters pertaining to the project
5 construction.

6 G. The Architect shall contract with an engineer for the Construction
7 Staking required for the project development.

8 VI. DUTIES OF THE OWNER.

9 A. The Agency shall make available to the Architect all information
10 which may be requested in order to perform the services required
11 of him under this agreement, including space requirements, space
12 standards, functions and uses proposed for all proposed
13 occupancies. The Architect may rely upon the accuracy and
14 completeness of all information provided by the Agency including,
15 but not limited to surveys, tests, and reports. The Architect shall
16 advise the Agency of any known errors, inconsistencies, or
17 problems they may observe in such information.

18 B. The Agency shall furnish the Architect with an engineering site
19 survey of the property upon which the project is to be constructed.
20 Such survey shall be prepared by a licensed surveyor or
21 registered civil engineer and shall indicate existing structures, land
22 features, improvements, public utility and public service
23 installations, elevations, boundary dimensions, easements and
24 other matters usual to such surveys, and such other items as may
25 be requested by the Architect. The survey shall be provided as
26 soon as possible after award of the contract.

27 C. The Agency shall pay all fees required by any state or federal
28 agency for filing and checking any of the work of the Architect or

1 Architect's consultants. The Agency shall also pay such fees as
2 shall be necessary to secure building and related permits for the
3 work from governmental agencies.

4 D. During such portion of the construction period as the Agency
5 deems necessary, the Agency shall provide and compensate the
6 Clerk of the Works or other building inspectors, who shall provide
7 code interpretation and compliance with the construction
8 documents inspection.

9 E. The Agency shall promptly consider and act upon such written
10 requests or recommendations of the Architect as may be
11 necessary to proceed with the progress of construction.

12 F. The Architect shall provide plans for systems furniture when the
13 furniture is included in the project. The Agency shall engage a
14 systems furniture consultant to work directly with the Architect to
15 develop floor plans, including requirements for electric power,
16 lighting and communication systems in the project.

17 G. The Agency agrees that the General Contractor is solely
18 responsible for jobsite safety, and warrants that this intent shall be
19 made evident in the agreement between the Agency and the
20 General Contractor.

21 VII. DOCUMENTS.

22 A. The Agency acknowledges that the Architect's reports, drawings,
23 specifications, field data, field notes, laboratory test data,
24 calculations, estimates and other similar documents are
25 instruments of professional service, not products. Although
26 ownership of such documents normally is retained by the Architect
27 they nonetheless shall in this instance become upon their creation
28 the property of the Agency whether the Project is constructed or

1 not. The Agency may use the design documents and the designs
2 depicted in them, without the Architect's consent, in connection
3 with the Project or other Agency projects, including, without
4 limitation, future additions, alterations, connections, repairs,
5 information, reference, use or occupancy of the Project(s). Any
6 reuse of the documents by Agency without the written consent of
7 the Architect shall be at Agency's sole risk and without liability or
8 legal exposure to the Architect, and Agency shall indemnify and
9 hold the Architect harmless from any claims or losses arising out of
10 such use of the design documents by the Agency.

11 B. Upon completion of each of the Phases described in Exhibit "A",
12 the Architect shall furnish to the Agency four (6) copies of all
13 documents for that phase. Upon approval thereof by the Agency,
14 the Architect shall furnish one reproducible set along with a CD in
15 AutoCAD of construction documents.

16 VIII. INSURANCE – Without limiting or diminishing Architect's obligation to indemnify
17 and hold the Agency harmless, Architect shall procure and maintain, or cause to
18 be maintained at its sole cost and expense, the following insurance coverage
19 during the term of this Agreement:

20 a. Workers' Compensation:

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

1 b. **Commercial General Liability:**

2 Commercial General Liability insurance coverage, including but
3 not limited to, premises liability, contractual liability,
4 products/completed operations if applicable, personal and
5 advertising injury covering claims that arise from or out of
6 Architect's operations, use and management of the premises, or
7 the performance of its obligations hereunder. Policy shall name,
8 by Policy Endorsement, the Agency, and the County of Riverside--
9 its Directors, Officers, Special Districts, Board of Supervisors,
10 employees, agents or representatives as Additional Insured. Policy
11 limits shall not be less than \$2,000,000 per occurrence combined
12 single limits. If Policy contains a general aggregate limit, it shall
13 apply separately to this agreement or be no less than two (2) times
14 the occurrence limit. Policy shall also contain coverage for \$5,000
15 Medical Payments per accident, per person, and Fire Legal
16 Liability in an amount not less than \$50,000.

17 c. **Vehicle Liability:**

18 If Architect uses, or causes to be used, any vehicle or mobile
19 equipment in the performance of its obligations under this
20 Agreement, Architect shall maintain liability insurance for all
21 owned, non-owned and hired vehicles in an amount not less than
22 \$1,000,000 per occurrence combined single limit. If Policy
23 contains a general aggregate limit, it shall apply separately to this
24 Agreement or be no less than two (2) times the occurrence limit.
25 Policy shall be Endorsed to name the Agency as Additional
26 Insured.

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

28 //

1 All-Risk personal property insurance coverage for the full
2 replacement value of all Architect's equipment, systems, structures
3 and improvements/alterations if any (Care, Custody, and Control
4 of Architect) used on Agency or County premises, or used in any
5 way connected with the accomplishment of the work or
6 performance of services under this Agreement.

7 e. **Professional Liability:**

8 Architect shall maintain Professional Liability Insurance providing
9 coverage for performance of work included within this Agreement,
10 with a limit of liability of not less than \$1,000,000 per occurrence
11 and \$2,000,000 annual aggregate. If Architect's Professional
12 Liability Insurance is written on a claims-made basis (Project
13 Specific) rather than an occurrence basis, such insurance shall
14 continue through the term of this Agreement. Upon termination of
15 this Agreement, or the expiration or cancellation of the claims
16 made insurance policy, Architect shall purchase at its sole
17 expense either 1) an Extended Reporting Endorsement (also
18 known as Tail Coverage), or 2) Prior Dates Coverage from a new
19 insurer with a retroactive date back to the date of, or prior to, the
20 inception of this Agreement, or 3) demonstrate through Certificates
21 of Insurance that Architect has maintained continuous coverage
22 with the same or original insurer. Coverage provided under items
23 1), 2), or 3) will continue for as long as the law allows.

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

- 25 (1) Any insurance carrier providing insurance coverage hereunder
26 shall be admitted to the State of California unless waived, in
27 writing, by the County Risk Manager. Carrier(s) shall have an A.M.
28 BEST rating of not less than an A:VIII. Insurance deductibles or

1 self-insured retentions must be declared by the carrier(s), and
2 such deductibles and retentions shall have the prior written
3 consent from the County Risk Manager. At the election of the Risk
4 Manager, carriers shall provide written notification, and shall either
5 1) reduce or eliminate such deductibles or self-insured retentions,
6 or 2) procure a bond which guarantees payment of losses and
7 related investigations, claims administration, and defense costs
8 and expenses. If no written notice is received from the County
9 Risk Manager within ten (10) days of the acceptance of
10 agreement, then such deductibles or self-insured retentions shall
11 be deemed acceptable.

12 (2) Cause its insurance carrier(s) to furnish the Agency with either 1) a
13 properly executed original Certificate(s) of Insurance and certified
14 original copies of Endorsements effecting coverage as required
15 herein, or 2) if requested to do so in writing by the County Risk
16 Manager, provide original Certified copies of policies including all
17 Endorsements and all attachments thereto, showing such
18 insurance is in full force and effect. Except on professional liability
19 policy, the Redevelopment Agency for the County of Riverside, its
20 Directors and Officers, Special Districts, Board of Supervisors,
21 elected officials, employees, agents or representatives are named
22 as Additional Insured. Further, said Certificates(s) and policies of
23 insurance shall contain the covenant of the insurance carrier(s)
24 that thirty (30) days written notice shall be given to the Agency
25 prior to any material modification, cancellation, expiration or
26 reduction in coverage of such insurance. In the event of a material
27 modification, cancellation, expiration or reduction in coverage, this
28 lease shall terminate forthwith, unless the Agency receives, prior

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

14 (3) It is understood and agreed to by the parties hereto and the
15 insurance company(s), that the Certificate(s) of Insurance and
16 policies shall so covenant and shall, except on professional liability
17 policy, be construed as primary, and the Agency's insurance
18 and/or deductibles and/or self-insured retentions or self-insured
19 programs shall not be construed as contributory.

20 (4) The Agency Reserved Rights Insurance. The Agency reserves
21 the right to adjust the monetary limits of insurance coverage during
22 the term of this agreement or any extension thereof if in the
23 County Risk Manager's reasonable judgment, the amount or type
24 of insurance carried by the Architect becomes inadequate.

25 (5) Architect shall pass down the insurance obligations contained
26 herein to all tiers of subcontractors working under this Agreement.

27 IX. INDEMNITY AND HOLD HARMLESS: The Architect agrees to and shall
28 indemnify and hold harmless the County of Riverside, it Agencies, Districts,

1 Departments and Special Districts, their respective directors, officers, Board of
2 Supervisors, elected and appointed officials, employees, agents and
3 representatives (hereinafter individually and collectively referred to as
4 "Indemnitees") from all liability, including, but not limited to loss, suits, claims,
5 demands, actions, or proceedings to the extent caused by any actual
6 negligence, recklessness, willful misconduct, error or omission of Architect, its
7 directors, officers, partners, employees, agents or representatives or any person
8 or organization for whom Architect is responsible, arising out of or from the
9 performance of services under this Agreement.

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

14 With respect to any action or claim subject to indemnification herein by
15 Architect, Architect shall, at their sole cost, have the right to use counsel of their
16 own choice and shall have the right to adjust, settle, or compromise any such
17 action or claim without the prior consent of County; provide, however, that any
18 such adjustment, settlement or compromise in no manner whatsoever limits or
19 circumscribes Architect's indemnification to Indemnitees as set forth herein.

20 Architect's obligation hereunder shall be satisfied when Architect has provided
21 to Indemnitees the appropriate form of dismissal relieving Indemnitees from any
22 liability for the action or claim involved. The specified insurance limits required in
23 this Agreement shall in no way limit or circumscribe Architect's obligations to
24 indemnify and hold harmless Indemnitees from third party claims.

25 In the event there is conflict between this clause and California Civil Code
26 Section 2782, this clause shall be interpreted to comply with Civil Code 2782.
27 Such interpretation shall not relieve the Architect from indemnifying the County
28 to the fullest extent allowed by law.

1 X. TERMINATION.

2 A. The Agency shall have the right to terminate this Agreement at any time,
3 with or without cause, upon thirty (30) days prior written notice. Upon
4 receipt of notice, the Architect shall immediately discontinue work and
5 cancel all outstanding commitments for material, equipment or
6 subcontractors that may be cancelled without undue cost. Architect shall
7 notify Agency of commitments that cannot be cancelled without undue
8 cost and Agency shall have the right to determine the best course of
9 action. Subject to compliance with the foregoing and all other provisions
10 of this Agreement, Agency shall pay to Architect reasonable and proper
11 termination charges which shall not include anticipated profit. Agency
12 shall be entitled to all material specifically accumulated for the work and
13 included in the above costs. The Agency shall further compensate
14 Architect for actual services performed in accordance with this
15 Agreement, through the date of termination. Architect shall provide
16 documentation deemed adequate by Agency to show the services
17 actually completed and cost incurred by Architect.

18 B. This Agreement may be terminated by either the Architect or the Agency
19 upon written notice to the other party in the event of substantial failure of
20 performance by the other party. Agency may terminate with or without
21 cause, or upon election to abandon or indefinitely postpone the project,
22 upon thirty (30) days written notice. In the event the Agency terminates
23 without cause, or elects to abandon or indefinitely postpone the project
24 and gives notice of termination, the Agency shall make a lump sum
25 payment for all services performed to date of written notice a total amount
26 which bears the same ratio to the total maximum fee otherwise payable
27 under this Agreement as the services actually performed bear to the total
28 services necessary for performance of this Agreement.

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

12 XI. MISCELLANEOUS PROVISIONS.

13 A. The term of this Agreement shall be two (2) years from the date of
14 execution. This Agreement may be terminated by AGENCY for any
15 reason (with or without cause) upon giving thirty (30) days written notice
16 to CONSULTANT.

17 B. Unless otherwise required by the Agency prior to commencement of the
18 work in, the construction documents shall be prepared so that all of the
19 work on the project will be executed under a single construction contract,
20 but the Agency may request the Architect to provide for one or more
21 alternate proposals whereby a reasonably severable portion or portions
22 of the project may be bid as additive alternates in the event the Agency
23 requests that any portion of the work be bid as additive alternates. The
24 Architect shall not be entitled to any extra compensation for such work. If
25 the additive alternates are let as separate construction contracts, The
26 Agency and the Architect shall agree on the nature and extent thereof
27 and additional services, if any, will be authorized the Architect in
28 connection therewith.

- 1 C. Unless otherwise specified by the Agency, soil and materials testing,
2 usual and necessary for the proper performance of the Architect's work or
3 the adequate construction of the project, shall be obtained by the Agency.
4 Architect shall assist Agency with procurement of these services by
5 providing a scope of services for the performance of this work.
- 6 D. The Architect shall consult with the Agency's legal adviser on legal
7 matters affecting the Agency in relation to the drawings, specifications
8 and contract documents and the relationship between Agency and
9 contractor when requested by the Agency. The Architect shall submit for
10 the Agency's legal advisers review, and correction if required, for
11 approval as to legality or form, the contract documents and specifications
12 (but not the drawings in the absence of a request therefor or of any
13 specific legal problem therein), addenda (other than for correction of
14 minor errors or minor omissions in the drawings or specifications),
15 change orders and other documents which may have legal implications or
16 legal consequences to the Agency. Such documents shall be submitted
17 in time reasonably to permit their review and advice to the Agency before
18 the Agency shall act thereon, and in sufficient quantity to permit said legal
19 adviser to retain one copy thereof if he so desires.
- 20 E. The Agency's Executive Director or a designated assistant, shall
21 represent the Agency initially in any informal discussions or conferences
22 with the Architect preliminary to or not requiring the action of the Agency's
23 governing body, unless the Agency shall designate some other person or
24 persons for that purpose. A written summary of conclusions reached at
25 any such conference will be required of the Architect by the Agency.
- 26 F. This agreement shall not be assignable by the Architect as to any rights
27 or duties thereunder without the prior written consent of the Agency, and
28 any assignment attempted in violation of this provision, or any involuntary

1 assignment, shall give the Agency cause to terminate and cancel this
2 agreement the same as for a breach thereof. In other respects this
3 agreement shall be binding upon and inure to the benefit of the
4 successors and assigns of the respective parties.

5 G. Any notice or communication under this agreement shall be transmitted
6 to the Agency's Executive Director or a designated representative and to
7 the Architect at the following address:

8 **AGENCY**

CONSULTANT

9 Joaquin Tijerina, Project Manager
10 Redevelopment Agency
11 for the County of Riverside
12 44-199 Monroe, Suite B
13 Indio, CA 92201

Timothy M. Holt, Architect, AIA
Holt Architects, Inc.
70225 Highway 111,
Suite D
Rancho Mirage, CA 92270

14 (760) 863-2552 voice
15 (760) 863-2551 fax

(760) 328-5280 voice
(760) 328-5281 fax

16 H. Release of Information to the Public: The Architect shall consider all
17 information regarding the Project as confidential information. Any request
18 for information from others shall be directed to the Agency.

19 I. The following shall apply to all construction change orders:

20 1. Work performed by the Architect or his consultants to clarify or
21 explain a detail or condition in the drawing and/or specifications,
22 the work will be considered an element of Architect's services and
23 no payment for extra services will be made.

24 2. For other change orders required by the Agency, the Architect
25 shall be paid in accordance with the provisions of section for Extra
26 Work for the cost for the services performed, regardless of an
27 additive or deductive price for the change order.

28 J. Construction Period Site Visits/Communication:

1 It is the intention of the Agency to schedule weekly job-site visits. There
2 may be occasions when fewer will suffice. There may be occasions
3 where more will be required. The Architect agrees either to be in
4 attendance at these meetings, or alternatively to have the architectural
5 consultant and/or those other consultants considered to be appropriate in
6 attendance.

7 The Architect shall be allowed the option of providing on-site services in
8 lieu of in-office services for the express purpose of expediting the
9 interpretation of drawings, processing of shop drawings and processing
10 of clarification requests. The additional on-site time shall not be
11 interpreted by the parties as any increased responsibility for actual
12 construction observation.

13 K. Jurisdiction/Venue/Attorneys Fees:

14 The laws of the State of California will govern the validity of this
15 Agreement, its interpretation and performance. Litigation arising from this
16 Agreement shall be brought in Riverside County, California Courts. The
17 prevailing party will be entitled to recovery of all reasonable costs
18 incurred, including staff time, court costs, attorneys' fees and other
19 related expenses.

20 L. Hazardous Materials:

21 It is acknowledged by both parties that the Architect's scope of services
22 does not include any services related to asbestos or hazardous or toxic
23 materials. In the event the Architect or any other party encounters
24 asbestos or hazardous or toxic materials at the jobsite, or should it
25 become known in any way that such materials may be present at the
26 jobsite or any adjacent areas that may affect the performance of the
27 Architect's services, the Architect may, at the Architect's option and
28 without liability for consequential or any other damages, suspend

1 performance of services on the project until the Agency retains
2 appropriate specialist consultants or contractors to identify, abate and/or
3 remove the asbestos or hazardous or toxic materials, and warrant that
4 the jobsite is in full compliance with applicable laws and regulations.

5 END OF AGREEMENT

6 SIGNATURES ON FOLLOWING PAGE
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1 IN WITNESS WHEREOF, the Agency and the Architect have executed this Agreement
2 as of the date first above written.

4 REDEVELOPMENT AGENCY FOR
5 THE COUNTY OF RIVERSIDE

6 ATTEST:

7 Kecia Harper-Ihem
8 Clerk of the Board

Chairman, Board of Directors

10 By _____

HOLT ARCHITECTS, INC.

12 Dated _____

By *Jimmy M. Holt*

Title PRESIDENT

18 (SEAL)

21
22 *Oasis Fire Station*
FORM APPROVED COUNTY COUNSEL
23 BY: *M. Victor* *1/18/11*
MARSHAL VICTOR DATE

EXHIBIT A
SCOPE OF SERVICES
OASIS FIRE STATION PROJECT

Description:

Architectural/Engineering Services for a new fire station within the unincorporated community of Oasis, California and described as a portion of Assessor's Parcel Number 749-160-009. The building shall be a prototype design for use on multiple future sites as well as the Oasis location. The building shall be designed in accordance with the "Fire Station Building Program Standard" as provided by the Riverside County Fire Department.

The scope of services will include: Architectural Programming, Program Verification, Schematic Design, Design Development (preliminary plans to illustrate design alternatives; refine to final preliminary drawings), Construction Documents / Plans & Specifications for site work, Bidding assistance, Construction Administration (including periodic on-site meetings with Contractor and County Representatives, submittal review, progress payment review, and schedule monitoring), Close-out and Record drawings, Consultants (Structural, Mechanical, Electrical, Plumbing, LEED Certification), Landscape Architecture, Civil Engineering, Particulate Matter-10 Plan, Notice of Intent, Storm Water Pollution Prevention Plan / Municipal Facility Pollution Prevention Plan, Water Quality Management Plan as well as required Hydrology Calculations.

Architectural Program	3,451.00
Program Verification	5,619.00
Schematic Design	29,763.00
Design Development	31,229.00
Construction Documents 50%	44,515.00
Construction Documents 100%	44,515.00
Bidding Assistance	6,790.00

1	Construction Administration	60,752.00
2	Invoiced in equal monthly installments from the start of construction	
3	Close out and Record drawings	2,790.00
4	Invoiced upon acceptance/approval of: Punch list development and monitoring	
5	of completion of punch list items; collection of warranties; collection of operation and	
6	maintenance manuals; equipment commissioning; operations and security walk through;	
7	staff instructions/training (if desired); and preparation of record drawings (As-Builts)	
8	Reimbursable Expenses	6,000.00
9	LEED Certification	<u>54,900.00</u>
10		
11	TOTAL FIXED PRICE COMPENSATION	\$290,324.00

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