

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

6760



FROM: Redevelopment Agency

SUBMITTAL DATE:
June 28, 2011

SUBJECT: Architectural and Design Services – Mecca Post Office

RECOMMENDED MOTION: That the Board of Directors:

1. Approve and authorize the Chairman of the Board of Directors to execute the attached agreement between the Redevelopment Agency and STK Architecture, Inc., for architectural and design services for the Mecca Post Office project; and,
2. Authorize the Executive Director of the Redevelopment Agency to administer the agreement in accordance with the Public Contract Code.

BACKGROUND: (Commences on Page 2)

REVIEWED BY CIP
Christopher Hans
Christopher Hans

Robert Field
Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 196,560	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: Yes

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

C.E.O. RECOMMENDATION: APPROVE
BY: *Jennifer V. Sargent*
County Executive Office Signature

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Ng*
 DATE: 8/5/11
 DEPARTMENT: SAMUEL NGONG

FORM APPROVED, COUNTY COUNSEL
 BY: *Marsha L. Victor*
 MARSHA L. VICTOR

Prev. Agn. Ref.: 4.7 of 9/1/09; 4.3 and 9.2 of 1/23/07; 4.1 of 1/10/06; 4.1 of 2/28/06; 4.1 of 12/5/06
 District: 4
 Agenda Number: **4.9**

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

BACKGROUND:

On January 10, 2006 the Board of Directors approved the Mecca Downtown Revitalization Plan which identifies facilities as a priority community development need in the unincorporated 4th district community of Mecca. In response to this need, the Redevelopment Agency intends to develop a new facility to replace the obsolete Mecca Post Office. For this purpose the RDA identified a preferred site, made findings, acquired property, established a relocation plan, relocated tenants and cleared the site. The existing facility will continue in its current capacity until the new facility is completed and operational.

Staff recommends that the new facility be constructed upon the 0.5 acre site located at 91-279 and 91307 2nd Street on the Southeast corner of 2nd Street and Date Palm in Mecca. This site is owned by the Redevelopment Agency.

Prior to the construction of the new facility, it is necessary to obtain comprehensive and detailed architectural and design services. Through a request for qualifications process, RDA staff solicited proposals from qualified firms to provide these services. STK Architecture, Inc., submitted the most responsive proposal and was selected to provide the following general range of services:

- Phase 1 Preliminary Design Services
- Phase 2 Final Design Services
- Phase 3 Construction Services

An agreement for architectural and design services between the Redevelopment Agency and STK Architecture, Inc is attached. County Counsel has reviewed and approved the agreement and the Redevelopment Agency recommends approval.

The project has been studied in accordance with CEQA and a Mitigated Negative Declaration was adopted by the Board September 1, 2009 Item 4.7.

Attachment: Agreement for Architectural and Design Services

**AGREEMENT FOR ARCHITECTURAL AND DESIGN SERVICES
BY AND BETWEEN
THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
AND STK ARCHITECTURE, INC.
FOR THE MECCA POST OFFICE PROJECT**

THIS AGREEMENT, is made and entered into this ____ day of _____, 2011 by and between the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public body corporate politic in the State of California, herein referred to as the "Agency", and STK ARCHITECTURE, INC., duly licensed as an Architect and/or Architectural Professional Corporation under the laws of the State of California, herein called "Architect", mutually agree as follows:

RECITALS

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

WHEREAS, Agency has adopted by Ordinance No. 638, on December 22, 1986 a redevelopment plan for the Desert Communities Project Area, which is composed of several non-contiguous subareas, including the North Shore Sub-area (hereinafter "PROJECT AREA");

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

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

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

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

WHEREAS, the planned Mecca Post Office Project will benefit the Project Area by eliminating certain conditions of blight stemming from the need for adequate public facilities which impeded economic development and redevelopment within said Project Area;

WHEREAS, the AGENCY has selected CONSULTANT to provide services based on their qualifications following an extensive Request For Qualifications (RFQ), formal design interview, and reference check; and

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

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

- I. **DESCRIPTION.** The Architect shall render architectural and engineering services to the Agency for all identified phases of the project for which the Agency shall pay the Architect, all as hereinafter provided, with relation to the design and construction of the building and improvements, herein called "Project", described and generally located as follows: A replacement Mecca Post Office of approximately 5,000 square feet to be constructed on a parcel owned by Riverside County.

The post office project will incorporate applicable design standards required by the Agency, the United States Postal Service and the State of California. The project is located on an approximately 0.5 acre parcel located at 91279 and 91307 2nd Street on the southeast corner of 2nd Street and Date Palm in Mecca. Currently the parcel is identified by 3 separate assessor parcel numbers: 727-193-027, 727-193-028, and 727-193-041. The existing Mecca Post Office facility (91307 2nd Street) is fully operational and will be replaced with new construction on the adjacent parcel. Once the new project construction and relocation is complete, the existing facility will be demolished.

The Mecca Post Office project includes: basic architectural site planning, design services, landscape architecture, structural, mechanical, electrical, and civil engineering services, environmental document preparation (including SWPPP, WQMP, and MPPP), construction document preparation, bidding support, utility permits /approvals, and construction contract administration. Plan check submittals to County agencies including Fire, Facilities Management, Transportation. Utilities plan checks will require plan submittals to the Coachella Valley Water District for sewer and water; Imperial Irrigation District for electrical; Verizon for phone; and Southern California Gas for natural gas.

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

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

- A. ARCHITECTURAL PROGRAMMING/ PROGRAMMING VERIFICATION: Including developing from provided information a list of space allocations and room/outdoor area(s) space data sheets. This activity requires 30 days to complete.
- B. SCHEMATIC DESIGN: Consult with representatives of the Agency, examine site and surroundings, ascertain presently proposed and probable future functions and requirements of the project; prepare schematic design studies incorporating the program requirements including site plans, floor plans, elevations, sections and other drawings necessary to describe the project. Prepare an itemized preliminary budget for the project, including a construction cost estimate, estimates for essential or optional fixtures and improvements recommended for separate purchase or installation, including but not limited to such items as floor coverings, window equipment, and all items of cost necessary to the completion but not to be covered by construction contract. Prepare outline specifications in sufficient detail to permit an analysis of the proposed construction, building systems and methods of construction specified and a tabulation of both gross and assignable floor areas with a comparison to the initial program requirements. Submit schematic drawings and an estimated construction cost; make necessary revisions as required to meet the financial limitations and other needs of the Agency; submit a preliminary schedule for completion of the subsequent phases. Design studies shall accommodate Agency's space standards and systems furniture needs as required. This activity requires 30 days to complete.
- C. DESIGN DEVELOPMENT: Develop from the schematic analysis, as approved, and submit to the Agency preliminary site plans, floor plans, elevations, cross-sections and other necessary drawings and specifications, to fix and illustrate the size and character of the project, including applicable essentials as to kind and quality of materials, type of structure, mechanical, electrical and sanitary systems, interior design and other fundamental information; present for the approval of the Agency a construction cost estimate, a revised schedule for completion of subsequent phases, apply for and obtain any necessary, preliminary approvals of public agencies. This activity requires 60 days to complete.
- D. CONSTRUCTION CONTRACT DOCUMENTS: Prepare detailed construction contract drawings, all related specifications and construction cost estimate; prepare other necessary contract documents, using forms provided by the Agency, to include general conditions and supplementary general conditions, instructions to bidders, form of proposal, agreement, bonds, and notice inviting bids. Apply for and obtain to the extent within the

Architects control required approvals from public agencies. Complete final contract documents and submit them for approval, ready to invite bids, including any recommended alternate bid provisions and period for construction, accompanied in writing with any recommended adjustments in estimated contract price and other budget items and schedule for completion of subsequent phases; recommend time until receipt of bids, and for completion. This activity requires 90 days to complete.

- E. **BIDDING**: Solicit bids by direct communication with contractors, by means of usual trade publications and through construction bid plan rooms. Reproduce and issue drawings, specifications and other contract documents for bidding purposes; prepare and issue to all prospective bidders any necessary addenda not later than a reasonable period before the time fixed to receive bids, and submit the same for approval of the Agency before award of the contract; consult with and make specific recommendations to Agency concerning responsibility of bidders and proposed subcontractors and concerning acceptance or rejection of bids and alternate bids; thereafter give timely notice to Agency to issue the "Notice to Proceed" to the contractor to commence construction; promptly investigate requests of contractor for substitution of "equals" and make reports and recommendations to Agency. This activity requires 30 days to complete.
- F. **CONSTRUCTION**: Make periodic visits to the project and provide construction administration services and observation of the work to assist securing completion for conformity with the contract documents including drawings and specifications; without guaranteeing performance by contractors, observe compliance with contract requirements by contractors, and promptly notify Agency of uncorrected noncompliance, substantial delays and observed deviations from requirements of the contract; perform functions required of the Architect by the terms of this Agreement for Architectural Services; give technical direction to the Clerk of the Works or inspector provided by the Agency; interpret drawings and specifications; review and act on reports of results of materials and systems testing arranged for and paid by the Agency or contractor as provided in the contract documents; review and accept (or reject) all submittals by the contractor required by the contract documents including shop drawings, products, and data samples for conformance with design concept and contract documents; prepare a color and finish schedule and all revisions thereof; approve material samples for color and finish; recognize the need for, negotiate, prepare and seek timely approval of change orders, specifying therein what, if any, additional time for completion is to be allowed on account thereof; review contractor's applications for payment and recommend certificates for payment, with full or partial withholding where circumstances so indicate; at completion stage make thorough and complete visual observations of exposed "to" view elements, report observed deficiencies and ascertain substantial compliance; thereupon, and not before, promptly report to

Agency the fact of completion accompanied by notice of completion prepared for execution of Agency on form supplied by or acceptable to Agency's legal adviser; prepare and make all reports as required for local, state and federal agencies and obtain necessary approvals or other clearances thereon; file with Agency any required written warranties submitted by the contractor; based on Architect's observations during construction, review and report opinion of accuracy and completeness of record drawings and file with Agency the record drawings, and specifications prepared by the contractor and for which the contractor assumes sole responsibility for the accuracy and completeness thereof. The Architect shall not have the authority to stop the construction work for any reason. This activity requires 195 days to complete.

- G. **GUARANTY PERIOD:** Consult with 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. **EXTRA WORK:** Extra work shall be performed only when requested or approved by the Agency in writing, after written notice from the Architect as to the estimated cost thereof. Extra work shall include, but not be limited to:
1. Preparation of planning surveys and special analyses of the Agency's needs, In addition to the base requirements of the contract, to clarify requirements of the project when requested by the Agency.
 2. Preparation of measured drawings of existing construction when required for planning additions or alterations thereto.
 3. Revision of previously approved drawings or specifications to accomplish changes ordered by the Agency.
 4. Consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services as may be required in connection with the replacement of such work.
 5. Arranging for the work to proceed should the contractor default due to delinquency or insolvency.
 6. Providing contract administration and observation of construction should the original construction contract time be exceeded by 60 days through no fault of the Architect.

7. Conducting an observation of the project prior to expiration of the guarantee period and reporting observed discrepancies under guarantees provided by the construction contract, if requested by the owner.
8. Preparing drawings and/or specifications for correction of defects of construction discovered after completion, or letting contracts or observation of construction thereunder, preparing for or participating in litigation arising out of the construction contract or defects of construction, whether before or after completion, or the enforcement of guarantees or warranties.

IV. ARCHITECT'S COMPENSATION.

A. Determination of Amount

1. For the services hereinabove required the Agency shall pay to the Architect, in the manner hereinafter provided, a fee of One Hundred Ninety Six Thousand, Five Hundred and Sixty (\$196,560) dollars, and shall be paid as provided in paragraph IV.C. Payment.
2. The Construction Contract Budget (which includes trade contracts and general conditions has been determined by the Owner and until revised by the Agency shall be deemed to be One Million, Four Hundred Thousand Dollars (\$1,400,000). The Architect's compensation in Section IV, A, 1 above, shall include design services necessary for the joint development of the information technology (IT) systems with the Agency's Information Technology Department.
3. If the accepted bid amount is higher or lower than the construction cost stipulated above, the Architect's fee will not be changed, except for increases in scope of work which will be compensated per terms outlined below in IV.B. Additional Services.
4. Authorized reimbursable expenses shall be paid at consultant's cost. Authorized reimbursable expenses are as follows, and shall not exceed: \$5,000.
 - 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 engaged or employed by architect in the performance of this agreement, and no additional payment or reimbursement shall be made therefore or for any travel or other expenses incurred by the Architect or such persons, except as may be specifically provided in writing between the parties.
3. No deduction from the Architect's compensation shall be made on account of any sum withheld from a contractor.

C. Payment.

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

- a. Schematic Design Phase-----\$18,900
- b. Design Development Phase-----\$18,900
- c. Construction Document Phase-----\$ 63,000
- d. Bidding/Negotiation Phase-----\$ 6,300
- e. Construction Administration Phase----- \$18,900
- f. Offsite Coordination Services (hourly)-----\$ 9,800
- g. Mat foundation engineering-----\$ 3,680
- h. Landscape Architecture-----\$14,835
- i. Civil Engineering-----\$32,545
- j. Professional water color rendering-----\$ 3,500
- k. Professional photography-----\$ 1,200
- l. Reimbursable expenses-----\$ 5,000
- m. For extra work authorized by the Agency, the compensation shall be payable during the month following that in which the work was performed and approved by the Agency unless other specific methods of payment have been agreed upon between the parties.

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

V. DUTIES OF ARCHITECT

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

- B. The Architect's work on each phase shall be performed in such manner and form as will to the extent within the control of the Architect receive approval of any local, state or federal agency having jurisdiction to approve the same, and he shall furnish all architectural and engineering information and data necessary to meet the requirements of such agency or agencies in order to secure approval to construct the project or for financial aid in connection therewith, if requested to do so by the Agency. However, the Architect shall not be required to sign any documents, no matter by whom requested, that would result in the Architect having to certify, guarantee or warrant the existence of conditions whose existence the Architect cannot ascertain.
- C. If the lowest responsible construction bid for the project exceeds the adjusted estimated cost of construction by 10%, the Architect shall, upon request from the Agency, revise the construction documents, without cost to the Agency, so as to bring the cost of the project within said adjusted cost estimate without program alteration, and shall prepare the necessary documents to invite further bids, and in a like manner shall furnish revised construction documents in the same manner initially required herein. However, if the Agency elects to award a construction contract even though the responsible low bid exceeds the adjusted estimated cost of construction, the Architect's fee shall not be increased.
- D. The Architect shall obtain employ or engage all engineers, consultants or other individuals or firm necessary to enable him to perform the services under this agreement through all phases of the project, and shall be responsible for their compensation, including but not limited to structural engineers, mechanical engineers, electrical engineers, civil engineers, landscape architects, and interior design consultants.
- E. The Architect shall obtain and maintain during the term of performance of this agreement such workmen's compensation insurance as may be necessary to protect himself from claims under workmen's compensation laws and to relieve the Agency from any responsibility thereunder.
- F. The Architect shall deal directly with the duly appointed Project Manager from Agency in all matters pertaining to the project construction.
- G. The Architect shall contract with an engineer for the Construction Staking required for the project development.

VI. DUTIES OF THE OWNER.

- A. The Agency shall make available to the Architect all information which may be requested in order to perform the services required of him under this agreement, including space requirements, space standards, functions and uses proposed for all proposed occupancies. The Architect may rely upon the accuracy and completeness of all information provided by the Agency including, but not limited to surveys, tests, and reports. The Architect shall advise the Agency of any known errors, inconsistencies, or problems they may observe in such information.
- B. The Agency shall furnish the Architect with an engineering site survey of the property upon which the project is to be constructed. Such survey shall be prepared by a licensed surveyor or registered civil engineer and shall indicate existing structures, land features, improvements, public utility and public service installations, elevations, boundary dimensions, easements and other matters usual to such surveys, and such other items as may be requested by the Architect. The survey shall be provided as soon as possible after award of the contract.
- C. The Agency shall pay all fees required by any state or federal agency for filing and checking any of the work of the Architect or Architect's consultants. The Agency shall also pay such fees as shall be necessary to secure building and related permits for the work from governmental agencies.
- D. During such portion of the construction period as the Agency deems necessary, the Agency shall provide and compensate the Clerk of the Works or other building inspectors, who shall provide code interpretation and compliance with the construction documents inspection.
- E. The Agency shall promptly consider and act upon such written requests or recommendations of the Architect as may be necessary to proceed with the progress of construction.
- F. The Architect shall provide plans for systems furniture when the furniture is included in the project. The Agency shall engage a systems furniture consultant to work directly with the Architect to develop floor plans, including requirements for electric power, lighting and communication systems in the project.

VII. DOCUMENTS.

- A. The Agency acknowledges that the Architect's reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates and other similar documents are instruments of professional service, not products. Although ownership of such documents normally is retained by the Architect they nonetheless shall in this instance become upon their creation the property of the Agency whether the Project is constructed or not. The Agency may use the design documents and the designs depicted in them, without the Architect's consent, in connection with the Project or other Agency projects, including, without limitation, future additions, alterations, connections, repairs, information, reference, use or occupancy of the Project(s). Any reuse of the documents by Agency without the written consent of the Architect shall be at Agency's sole risk and without liability or legal exposure to the Architect, and Agency shall indemnify and hold the Architect harmless from any claims or losses arising out of such use of the design documents by the Agency.
- B. Upon completion of each of the Phases described in Exhibit "A", the Architect shall furnish to the Agency four (6) copies of all documents for that phase. Upon approval thereof by the Agency, the Architect shall furnish one reproducible set along with a CD in AutoCAD of construction documents.

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

a. **Workers' Compensation:**

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

b. **Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products/completed operations if applicable, personal and advertising injury covering

claims that arise from or out of Architect's operations, use and management of the premises, or the performance of its obligations hereunder. Policy shall name, by Policy Endorsement, the Agency, and the County of Riverside--its Directors, Officers, Special Districts, Board of Supervisors, employees, agents or representatives as Additional Insured. Policy limits shall not be less than \$2,000,000 per occurrence combined single limits. If Policy contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall also contain coverage for \$5,000 Medical Payments per accident, per person, and Fire Legal Liability in an amount not less than \$50,000.

c. **Vehicle Liability:**

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

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

All-Risk personal property insurance coverage for the full replacement value of all Architect's equipment, systems, structures and improvements/alterations if any (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 providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Architect's Professional Liability Insurance is written on a claims-made basis (Project Specific) rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement, or the expiration or cancellation of the claims made insurance policy, Architect shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage), or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement, or 3) demonstrate

through Certificates of Insurance that Architect has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

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

- (1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California unless waived, in writing, by the County Risk Manager. Carrier(s) shall have an A.M. BEST rating of not less than an A:VIII. Insurance deductibles or self-insured retentions must be declared by the carrier(s), and such deductibles and retentions shall have the prior written consent from the County Risk Manager. At the election of the Risk Manager, carriers shall provide written notification, and shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If no written notice is received from the County Risk Manager within ten (10) days of the acceptance of agreement, then such deductibles or self-insured retentions shall be deemed acceptable.

- (2) Cause its insurance carrier(s) to furnish the Agency with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Except on professional liability policy, the Redevelopment Agency for the County of Riverside, its Directors and Officers, Special Districts, Board of Supervisors, elected officials, employees, agents or representatives are named as Additional Insured. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the Agency prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration or reduction in coverage, this lease shall terminate forthwith, unless the Agency receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage set forth herein and the insurance required herein is in full force and effect. **Architect shall not take commence operations under this Agreement until the Agency has been furnished original Certificate(s) of Insurance and certified original copies of**

Endorsements or Policies of insurance including all endorsements and any and all other attachments as required in this Section. The original Endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

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

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

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

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

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

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

Architect's obligation hereunder shall be satisfied when Architect has provided to

Indemnites the appropriate form of dismissal relieving Indemnites from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Architect's obligations to indemnify and hold harmless Indemnites from third party claims.

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

X. TERMINATION.

- A. The Agency shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice. Upon receipt of notice, the Architect shall immediately discontinue work and cancel all outstanding commitments for material, equipment or subcontractors that may be cancelled without undue cost. Architect shall notify Agency of commitments that cannot be cancelled without undue cost and Agency shall have the right to determine the best course of action. Subject to compliance with the foregoing and all other provisions of this Agreement, Agency shall pay to Architect reasonable and proper termination charges which shall not include anticipated profit. Agency shall be entitled to all material specifically accumulated for the work and included in the above costs. The Agency shall further compensate Architect for actual services performed in accordance with this Agreement, through the date of termination. Architect shall provide documentation deemed adequate by Agency to show the services actually completed and cost incurred by Architect.
- B. This Agreement may be terminated by either the Architect or the Agency upon written notice to the other party in the event of substantial failure of performance by the other party. Agency may terminate with or without cause, or upon election to abandon or indefinitely postpone the project, upon thirty (30) days written notice. In the event the Agency terminates without cause, or elects to abandon or indefinitely postpone the project and gives notice of termination, the Agency shall make a lump sum payment for all services performed to date of written notice a total amount which bears the same ratio to the total maximum fee otherwise payable under this Agreement as the services actually performed bear to the total services necessary for performance of this Agreement.
- C. Notwithstanding any of the provisions of this Agreement, the Architect's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon the Architect's bankruptcy, or in the event of fraud, dishonesty, or willful or material breach of this Agreement by the

Architect or at Agency's election, in the event of the Architect's unwillingness or inability for any reason whatsoever to perform the duties hereunder. In such event, the Architect shall be entitled to no further compensation under this agreement except for services actually rendered, it being the intent that the Architect shall be paid as specified only during such period that the Architect shall, in fact, perform the duties hereunder.

XI. MISCELLANEOUS PROVISIONS.

- A. The term of this Agreement shall be two (2) years from the date of execution. This Agreement may be terminated by AGENCY for any reason (with or without cause) upon giving thirty (30) days written notice to CONSULTANT.
- B. Unless otherwise required by the Agency prior to commencement of the work in, the construction documents shall be prepared so that all of the work on the project will be executed under a single construction contract, but the Agency may request the Architect to provide for one or more alternate proposals whereby a reasonably severable portion or portions of the project may be bid as additive alternates in the event the Agency requests that any portion of the work be bid as additive alternates. The Architect shall not be entitled to any extra compensation for such work. If the additive alternates are let as separate construction contracts, The Agency and the Architect shall agree on the nature and extent thereof and additional services, if any, will be authorized the Architect in connection therewith.
- C. Unless otherwise specified by the Agency, soil and materials testing, usual and necessary for the proper performance of the Architect's work or the adequate construction of the project, shall be obtained by the Agency. Architect shall assist Agency with procurement of these services by providing a scope of services for the performance of this work.
- D. The Architect shall consult with the Agency's legal adviser on legal matters affecting the Agency in relation to the drawings, specifications and contract documents and the relationship between Agency and contractor when requested by the Agency. The Architect shall submit for the Agency's legal advisers review, and correction if required, for approval as to legality or form, the contract documents and specifications (but not the drawings in the absence of a request therefore or of any specific legal problem therein), addenda (other than for correction of minor errors or minor omissions in the drawings or specifications), change orders and other documents which may have legal implications or legal consequences to the Agency. Such documents shall be submitted in time reasonably to permit their review and advice to the Agency before the Agency shall act thereon, and in sufficient quantity to permit said legal adviser to retain one copy thereof if he so desires.

- E. The Agency's Executive Director or a designated assistant, shall represent the Agency initially in any informal discussions or conferences with the Architect preliminary to or not requiring the action of the Agency's governing body, unless the Agency shall designate some other person or persons for that purpose. A written summary of conclusions reached at any such conference will be required of the Architect by the Agency.
- F. This agreement shall not be assignable by the Architect as to any rights or duties thereunder without the prior written consent of the Agency, and any assignment attempted in violation of this provision, or any involuntary assignment, shall give the Agency cause to terminate and cancel this agreement the same as for a breach thereof. In other respects this agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties.
- G. Any notice or communication under this agreement shall be transmitted to the Agency's Executive Director or a designated representative and to the Architect at the following address:

AGENCY

Leah Rodriguez, Project Manager
 Redevelopment Agency
 for the County of Riverside
 44-199 Monroe, Suite B
 Indio, CA 92201
 (760) 863-2552 voice
 (760) 863-2551 fax

CONSULTANT

Tony Finaldi, Architect, LEED AP
 STK Architecture, Inc.
 42095 Zevo Drive, Suite A-15
 Temecula, CA 92583
 (651)296-9110 voice

- H. Release of Information to the Public: The Architect shall consider all information regarding the Project as confidential information. Any request for information from others shall be directed to the Agency.
- I. The following shall apply to all construction change orders:
 - 1. Work performed by the Architect or his consultants to clarify or explain a detail or condition in the drawing and/or specifications, the work will be considered an element of Architect's services and no payment for extra services will be made.
 - 2. For other change orders required by the Agency, the Architect shall be paid in accordance with the provisions of section for Extra Work for the cost for the services performed, regardless of an additive or deductive price for the change order.
- J. Construction Period Site Visits/Communication:

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

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

K. Jurisdiction/Venue/Attorneys Fees:

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

L. Hazardous Materials:

It is acknowledged by both parties that the Architect's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the Architect or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at the Architect's option and without liability for consequential or any other damages, suspend performance of services on the project until the Agency retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

IN WITNESS HEREOF, the parties hereto have executed this agreement on
(to be filled in by Clerk of the Board)

REDEVELOPMENT AGENCY
FOR THE COUNTY OF
RIVERSIDE

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

Chairman, Board of Directors

By _____

ARCHITECT - STK ARCHITECTURE, INC.

Dated _____

By *Gregory V. Smith*
D-22,977
Title *Architect*

(SEAL)

FORM APPROVED COUNTY COUNSEL

BY: *M. Victor* *8/3/11*
MARSHAL L. VICTOR DATE

**AGREEMENT FOR ARCHITECTURAL AND DESIGN SERVICES
 BY AND BETWEEN THE REDEVELOPMENT AGENCY
 FOR THE COUNTY OF RIVERSIDE AND STK ARCHITECTURE, INC.
 FOR THE MECCA POST OFFICE PROJECT
 Exhibit "A"**

Architectural/Engineering Services for a replacement post office in the community of Mecca, CA. The post office project will incorporate applicable design standards required by the Agency, the United States Postal Service and the State of California. The project is located on an approximately 0.5 acre parcel at 91279 and 91307 2nd Street on the southeast corner of 2nd Street and Date Palm in Mecca. Currently the parcel is identified by 3 separate assessor parcel numbers: 727-193-027, 727-193-028, 727-193-041. The existing Mecca Post Office facility (91307 2nd Street) is fully operational and will be replaced with new construction on the adjacent parcel. Once the new project construction and relocation is complete, the existing facility will be demolished.

Services will include coordinating design and construction with Agency engineering consultants on the Mecca Street Revitalization Projects. In addition the design will incorporate a Spanish Colonial theme and conform to the Mecca Downtown Revitalization Design Guidelines. The guidelines are available online at <http://www.rctlma.org/planning>. The design will also apply Riverside County Policy H-29 Sustainable Building Policy.

The Mecca Post Office project includes: basic architectural site planning, design services, landscape architecture, structural, mechanical, electrical, and civil engineering services, environmental document preparation (including SWPPP, WQMP, MPPP), construction document preparation, bidding support, utility permits /approvals, and construction contract administration. Plan check submittals to County agencies including Fire, Facilities Management, Transportation. Utilities plan checks will require plan submittals to the Coachella Valley Water District for sewer and water; Imperial Irrigation District for electrical; Verizon for phone; and Southern California Gas for natural gas.

Schematic Design Phase-----	\$	18,900
Design Development Phase-----	\$	18,900
Construction Document Phase-----	\$	63,000
Bidding/Negotiation Phase-----	\$	6,300
Construction Administration Phase-----	\$	18,900
Offsite Coordination Services (hourly)-----	\$	9,800
Mat foundation engineering-----	\$	3,680
Landscape Architecture-----	\$	14,835
Civil Engineering-----	\$	32,545
Professional water color rendering-----	\$	3,500
Professional photography-----	\$	1,200
Reimbursable expenses-----	\$	5,000
TOTAL FIXED PRICE COMPENSATION		\$196,560

Following three pages incorporated herein: STK Architecture, Inc. proposal dated March 31, 2011 (revised) and signed by Tony Finaldi, Architect, LEED AP, Senior Associate



March 31, 2011 (revised)

Leah Rodriguez, Project Manager
Redevelopment Agency for the County of Riverside
44-199 Monroe Street, Suite B
Indio, CA. 92201

RE: Revised Fee Proposal for Architectural Services
Mecca Post Office

Dear Ms. Rodriguez,

STK Architecture, Inc. is pleased to submit our Proposal for Services on the above-referenced project.

1.0 Scope of Services

- 1.1 The Scope of Services is based upon the information provided in the Request for Qualifications. 5,000 SF post office.
- 1.2 The Fee includes complete plans and specifications as approved by the city. Services include schematic design, design development, construction documents, bidding negotiations and construction administration.

Service during the Construction Administration phase shall be in conformance to AIA Form B141 (Standard Form of Agreement between Owner & Architect).
- 1.3 STK Architecture Inc. will provide Architecture, Mechanical, Plumbing, Electrical and Structural Engineering as part of our basic service. Additional services may be provided as recommended below.
- 1.4 For the offsite coordination services (utility coordination for service, utility coordination for relocation of utility lines and coordination of any other conditions for approval, i.e., transportation dept., planning dept., etc.), the Owner shall pay to the Architect, on an hourly basis as noted in the enclosed Hourly Rates (estimated to be \$9,800).



Leah Rodriguez – Mecca Post Office
 March 31, 2011 (revised)
 Page 2 of 3

- 1.5 For construction observation, it is anticipated that the Architect will conduct 18 site visits (based on an 12 month construction schedule, with bi-monthly visits), including a punch list and final review meeting. The mechanical / electrical and structural engineer will each conduct one site visit. If the Construction Administration Phase exceeds the anticipated construction schedule of twelve months, services during this period will be billed as "Extra Services", on an hourly basis per the enclosed Hourly Rate Schedule.
- 1.6 Six Anticipated meetings between the Architect and City are included.
- 1.7 The proposed Fee does not include CEQA Study research and documentation, Environmental Studies, Biological / Archeological review or Plot Plan review / approval.
- 1.8 It is our understanding that the site water table is high. This will most likely require a mat foundation system. The fee for this additional engineering scope is \$3,680.
- 1.9 The proposed Fee does not include Traffic study, Signal Light engineering.
- 1.10 The proposed Fee does not include Construction Materials testing, Corrosion engineering, Preliminary Soils Report and Infiltration test.
- 1.11 The proposed Fee does not include LEED documentation or commissioning.
- 1.12 It is assumed that all required utilities exist in the street fronting the project property and that no main line extensions will be required.
- 1.13 It is assumed that the County will provide plan check and inspection services in house. No other outside planning and plan check department will be involved.

2.0 Professional Service Fee

2.1 The anticipated construction budget for this project is \$1,400,000. STK proposes a phased fixed fee of \$126,000 (**BASIC FEE**). This **BASIC FEE** includes Architecture, Structural Engineering, Mechanical / Electrical Engineering only.

2.2 The proposed Fee Schedule phasing would be as follows:

Schematic Design Phase	15%	\$ 18,900
Design Development Phase	15%	\$ 18,900
Construction Document Phase	50%	\$ 63,000
Bidding/Negotiation Phase	5%	\$ 6,300
Construction Administration Phase	15%	\$ 18,900
BASIC FEE (Arch., Struct. & Mech. Eng.)		\$126,000



Leah Rodriguez – Mecca Post Office
March 31, 2011 (revised)
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ADDITIONAL SERVICES

Item #1.4 - Coordination Services (hourly budget)	\$ 9,800
Item #1.8 - Mat Foundation Engineering*	\$ 3,680
Landscape Architecture*	\$ 14,835
Civil Engineering*	\$ 32,545
Professional Water Color Rendering	\$ 3,500
Professional Photography	\$ 1,200
<u>Item #2.3 - Reimbursable Expenses</u>	<u>\$ 5,000</u>
Total Fee	\$ 196,560

* See attached fee proposal for specific scope of work.

- 2.3 The Fee will be invoiced monthly, based on the percentage of work completed, plus any reimbursable expenses. For budget purposes, miscellaneous reimbursable expenses will be approximately \$5,000.
- 2.4 All invoices are payable upon presentation and fully due within 30 days of invoice date. Unpaid invoices, over 45 days past invoice date, bear interest at the rate of 1.5% per month, or 18% per year.
- 2.5 Reimbursable expenses shall include, but not be limited to, all mailing, printing, and photocopying. These costs will be fully itemized and shall be reimbursed in accordance with this Proposal. Travel expenses will also be reimbursable at the above rates.
- 2.6 Insurance: STK maintains general Errors and Omissions Professional Liability Insurance in the amount of \$2,000,000 per occurrence, with an annual aggregate limit of \$2,000,000.

If you have any questions regarding this Proposal, or wish to discuss specifics in detail, please do not hesitate to call me.

Sincerely,

STK Architecture, Inc.

Tony Finaldi, Architect, LEED® AP
Senior Associate

Enclosed: STK Hourly Rate Schedule
Consultant Fee Proposals