

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

615



FROM: Economic Development Agency

SUBMITTAL DATE:  
December 15, 2009

SUBJECT: Quail Valley Service Center Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman to execute the attached agreement with JCJ Architecture for \$390,000 to provide design and construction administration services for the Quail Valley Service Center Project; and
2. Delegate authority for management of the agreement to the Assistant County Executive Officer/EDA or his designee in accordance with applicable Board policies.

**BACKGROUND:** On January 9, 2007, the County of Riverside purchased the former Project LIFT site located at 29210 Goetz Road in the Quail Valley section of Menifee. The 2.18 acre site has been cleared with the antiquated structures having been demolished and removed. The purpose of this project is to provide a modern, multi-service facility that provides essential programs and services to the growing population in the Quail Valley area.

(Continued)

Robert Field  
Assistant County Executive Officer/EDA

FINANCIAL  
DATA

Current F.Y. Total Cost: \$ 390,000  
Current F.Y. Net County Cost: \$  
Annual Net County Cost: \$

In Current Year Budget: YES  
Budget Adjustment: NO  
For Fiscal Year: 09-10

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: NO

SOURCE OF FUNDS: Community Development Block Grant Funds

Positions To Be Deleted Per A-30 ☐  
Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: January 12, 2010  
xc: EDA, CIP

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

Prev. Agn. Ref.: 1/9/07, 3.22

District: 3

Agenda Number:

3.8

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

UNWARRANTED COUNTY COUNCIL  
DATE 12/12/09  
BY:   
MARSHALL VICTOR

Departmental Concurrence

REVIEWED BY  
CIP/TEAM  
  
Christopher Hans

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

**BACKGROUND:**

On May 18, 2009, the Economic Development Agency issued a Request for Proposals (RFP) for architectural and construction management services for the construction and development of the new multi-service public facility. 36 proposals were received and evaluated.

JCJ Architecture was selected to perform the services based upon their qualifications, references, experience, time schedule, and fee. JCJ Architecture shall provide architectural design, civil engineering, geotechnical engineering, survey, electrical/mechanical engineering, and construction management under this agreement.

Staff recommends that the Board approve the attached consulting services agreement between JCJ Architecture and the County of Riverside.



1 to the COUNTY for all identified phases of the project for which the COUNTY shall pay  
2 the ARCHITECT, all as hereinafter provided, with relation to the design and construction  
3 of the building and improvements, herein referred to as "PROJECT", described and  
4 generally located as follows: The Quail Valley Service Center Project – Phase I – Child  
5 Care Facility , on Goetz Road in Menifee, CA on APN # 351-071-010.

6 II. SCOPE OF WORK. The ARCHITECT shall perform all services and other activities  
7 necessary to design and prepare construction documents ready to advertise and receive  
8 bids for the project in accordance with the terms of this Agreement and as outlined in the  
9 attached Exhibit "A", incorporated herein and by this reference made part hereof.

10 III. ARCHITECT'S SERVICES. The ARCHITECT shall render the following services and  
11 related services as listed on the schedule in Exhibit "A", and compensated in accordance  
12 with the fee schedule, attached hereto as Exhibit "B" and incorporated herein by this  
13 reference.

14 A. PRELIMINARY ENGINEERING / PROJECT START: ARCHITECT will hold a  
15 pre-design meeting with COUNTY staff to develop a list of desired facility  
16 activities/uses, amenities and area(s). Proceed with the Project site survey work  
17 and site analysis. Work under this phase to be completed as set forth in Exhibit  
18 "A", incorporated herein and by this reference made part hereof. Recommend  
19 geotechnical investigation, if necessary to be provided by the COUNTY .

20 B. CONCEPTUAL DESIGN: Using the design program criteria established at the  
21 pre-design meeting the ARCHITECT will develop two conceptual design  
22 alternatives for the PROJECT. The conceptual alternatives will define the various  
23 project amenities, such as, but not limited to activity areas, project structures,  
24 pathways, parking, fencing and lighting. The ARCHITECT will prepare opinions  
25 of probable costs for the two alternatives. Meet with COUNTY staff to review the  
26 conceptual alternatives and cost opinions.

27 C. PRELIMINARY DESIGN: Using the direction provided by the COUNTY staff,  
28 the ARCHITECT will develop a preliminary project plan representative of the

1 direction given. In addition to showing the placement of community activities,  
2 structures, amenities, rooms and parking, the plan will indicate the model and  
3 materials which will be used. Supplemental to the preliminary community center  
4 expansion plan the ARCHITECT will prepare an exhibit showing materials,  
5 structures, and amenities which are proposed for the PROJECT, list and photos of  
6 proposed trees and plant materials will be included. As part of this phase of work  
7 the opinion of costs will be revised to reflect the preliminary design.

8 D. CONSTRUCTION CONTRACT DOCUMENTS: ARCHITECT and its  
9 SUBCONSULTANTS will prepare detailed construction contract drawings  
10 including landscape drawings, civil engineering, mechanical, structural, electrical  
11 and plumbing drawings, and all related specifications, and prepare opinions of  
12 probable costs at the completion point of the Design Development phase and at  
13 the 100% drawing completion point; assist in preparation of other necessary  
14 contract documents, using forms provided by the COUNTY, to include general  
15 conditions and supplementary general conditions, instructions to bidders, form of  
16 proposal, agreement, bonds, and notice inviting bids. Apply for and obtain to the  
17 extent within the ARCHITECT's control required approvals from public agencies.  
18 Complete final contract documents and submit them for approval, ready to invite  
19 bids, including any recommended alternate bid provisions and period for  
20 construction, accompanied in writing with any recommended adjustments in  
21 estimated contract price and other budget items and schedule for completion of  
22 subsequent phases; recommend time until receipt of bids, and for completion.  
23 Work under this phase to be completed as set forth in Exhibit "A".

24 E. BIDDING: Make available all drawings, specifications and other contract  
25 documents for bidding purposes; prepare and issue necessary addenda not later  
26 than a reasonable period before the time fixed to receive bids, and submit the  
27 same for approval of the COUNTY before award of the contract; consult with and  
28 make specific recommendations to COUNTY concerning responsibility of bidders

1 and proposed subcontractors and concerning acceptance or rejection of bids and  
2 alternate bids; thereafter give timely notice to COUNTY to issue the "Notice to  
3 Proceed" to the contractor to commence construction; promptly investigate  
4 requests of contractor for substitution of "equals" and make reports and  
5 recommendations to COUNTY.

- 6 F. CONSTRUCTION: Make regular site visits to the project and provide  
7 construction administration services and observation of the work to assist securing  
8 completion for conformity with the contract and attached Exhibit 'B' documents  
9 including drawings and specifications; without guaranteeing performance by  
10 contractors, shall attend: prepare agenda with copies for participants, record  
11 minutes, and distribute those minutes, observe compliance with contract  
12 requirements by contractors, and promptly notify COUNTY of uncorrected  
13 noncompliance, substantial delays and observed deviations from requirements of  
14 the contract; perform functions required of the ARCHITECT by the terms of this  
15 Agreement for Architectural Services; give technical direction to the inspector  
16 provided by the COUNTY; interpret drawings and specifications; review and act  
17 on reports of results of materials and systems testing arranged for and paid by the  
18 COUNTY or contractor as provided in the contract documents; review and accept  
19 (or reject) all submittals by the contractor required by the contract documents  
20 including shop drawings, products, and data samples for conformance with design  
21 concept and contract documents; prepare a color and finish schedule and all  
22 revisions thereof; review and recommend approval or denial to COUNTY staff  
23 material samples for color and finish; verify the need for, negotiate, prepare and  
24 seek timely approval of change orders, specifying therein what, if any, additional  
25 time for completion is to be allowed on account thereof; review contractor's  
26 applications for payment and recommend certificates for payment, with full or  
27 partial withholding where circumstances so indicate; at completion stage make  
28 thorough and complete visual observations of exposed "to" view elements, report

1 observed deficiencies and ascertain substantial compliance; thereupon, and not  
2 before, promptly reporting to COUNTY the fact of completion; prepare and make  
3 all reports as required for local, state and federal agencies and obtain necessary  
4 approvals or other clearances thereon; file with COUNTY any required written  
5 warranties submitted by the contractor; based on ARCHITECT's observations  
6 during construction, review and report opinion of accuracy and completeness of  
7 record drawings and file with COUNTY the record drawings, and specifications  
8 prepared by the contractor and for which the contractor assumes sole  
9 responsibility for the accuracy and completeness thereof. The ARCHITECT shall  
10 not have the authority to stop the construction work for any reason.

11 G. GUARANTY PERIOD: Consult with COUNTY's representatives and assist  
12 COUNTY in negotiations with contractors and subcontractors with reference to  
13 remedying defects of construction or unsatisfactory operation of the complete  
14 project or any of its parts, for a period of one year after the Notice of Completion  
15 has been approved by the Board of Supervisors. , on a time and material basis not  
16 to exceed \$20,000, which is in addition to the amount of compensation set forth in  
17 IV-A-1 of this Agreement.

18 H. TIME OF PERFORMANCE: ARCHITECT agrees it will diligently and  
19 responsibly pursue the performance of the services required of it by this  
20 Agreement and will deliver the construction contract documents suitable for  
21 bidding within the time limits outlined in the project schedule on Exhibit C by all  
22 parties thereto unless extended upon mutual agreement or due to events beyond  
23 the direct control of the ARCHITECT.

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

- 27 1. Prepare planning surveys and special analyses of the COUNTY's needs, In  
28 addition to the base requirements of the contract, to clarify requirements of

the project when requested by the COUNTY.

2. Prepare measured drawings of existing construction when required for planning additions or alterations thereto.
3. Revising previously approved drawings or specifications to accomplish changes ordered by the COUNTY.
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 stated in Exhibit "C" be exceeded 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 COUNTY.
8. Preparing drawings and/or specifications for correction of defects of construction discovered after completion, or letting contracts or observation of construction there under, 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.
9. Preparation of drawing for remodeling of other existing facilities, if applicable.

#### IV. ARCHITECT'S COMPENSATION.

##### A. Determination of Amount

1. For the services hereinabove required the COUNTY shall pay to the ARCHITECT, in the manner hereinafter provided, a fee of Three Hundred



1 Ninety Thousand (\$390,000) dollars, as outlined in attached Exhibit "B,"  
2 and shall be paid as provided in paragraph IV, C, Payment.

3 2. If the accepted bid amount is higher or lower than the construction cost  
4 established prior to bidding, the ARCHITECT's fee will not be changed,  
5 except for increases in scope of work which will be compensated per  
6 terms outlined below in IV, B, Additional Services.

7 3. Authorized reimbursable expenses shall be paid at ARCHITECT's cost,  
8 plus 15%. Authorized reimbursable expenses are as follows, and shall not  
9 exceed: \$22,000.

10 a. Expenses for travel directly related to this project effort shall be  
11 provided as a reimbursable expense to the project. b.

12 Expenses for postage of drawings and specifications.

13 c. Direct cost of models, renderings, materials boards, prints,  
14 photographs or other reproduction authorized by the COUNTY.

15 4. Certain classifications of labor under this contract may be subject to  
16 prevailing wage requirements, in particular, land survey work in  
17 connection with or in furtherance of a planned construction contract.

18 a. Reference is made to Chapter 1, Part 7, Division 2 of the California  
19 Labor Code (commencing with Section 1720). By this reference,  
20 said Chapter 1 is incorporated herein with like effect as if it were  
21 here set forth. The parties recognize that said Chapter 1 deals,  
22 among other things, with discrimination, penalties and forfeitures,  
23 their disposition and enforcement, wages, working hours, and  
24 securing workers' compensation insurance, and directly affect the  
25 method of prosecution of the work by ARCHITECT and subject it  
26 under certain conditions to penalties and forfeitures. Execution of  
27 this Agreement constitutes the agreement by ARCHITECT to  
28 abide by said Chapter 1, its stipulation as to all matters which they

1 are required to stipulate as to by the provisions of said Chapter 1  
2 and will comply with them.

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

13 c. Exhibit "E", "Economic Opportunities for Section 3 Residents and  
14 Section 3 Business Concerns - Sec. 135.38 Section 3 clause", is  
15 attached to and part of this Agreement as Exhibit "E".

16 B. Additional Services

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

21 a. By negotiation between COUNTY and ARCHITECT.

22 b. Per the ARCHITECT's and ARCHITECT's consultants' hourly  
23 rate schedules attached to this AGREEMENT.

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

26 3. The compensation herein provided shall be full payment to the  
27 ARCHITECT for all services rendered by him and all persons engaged or  
28 employed by him in the performance of this agreement, and no additional

1 payment or reimbursement shall be made therefore or for any travel or  
2 other expenses incurred by the ARCHITECT or such persons, except as  
3 may be specifically provided in writing between the parties.

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

6 C. Payment.

- 7 1. The COUNTY shall pay the ARCHITECT, upon his itemized statement  
8 (with backup documentation upon request), for completed and approved  
9 services under this agreement in the various phases (See Exhibit "B").  
10 2. COUNTY agrees that timely payment is a material part of the  
11 consideration of this agreement. The COUNTY shall review submitted  
12 invoices and within 14 calendar days of receipt notify ARCHITECT in  
13 writing of questions or disputed amounts. Within 30 calendar days from  
14 the day the COUNTY receives an invoice, the COUNTY shall make  
15 payment of all amounts due, which have not been previously identified as  
16 a disputed amount and remain unresolved.

17 V. DUTIES OF ARCHITECT

- 18 A. Upon execution hereof, the ARCHITECT shall proceed with the work in  
19 accordance with Exhibit "C" Project Schedule, each phase shall be approved in  
20 writing by the COUNTY and a Notice to Proceed issued prior to commencing  
21 subsequent phases.  
22 B. The ARCHITECT's work on each phase shall be performed in such manner and  
23 form as will to the extent within the control of the ARCHITECT receive approval  
24 of any local, state or federal COUNTY having jurisdiction to approve the same,  
25 and he shall furnish all architectural and engineering information and data  
26 necessary to meet the requirements of such COUNTY or agencies in order to  
27 secure approval to construct the project or for financial aid in connection  
28 therewith, if requested to do so by the COUNTY. However, the ARCHITECT

1 shall not be required to sign any documents, no matter by who requested that  
2 would result in the ARCHITECT having to certify, guarantee or warrant the  
3 existence of conditions whose existence the ARCHITECT cannot ascertain.

4 C. If the lowest responsible construction bid for the project exceeds the adjusted  
5 estimated cost of construction by 10%, the ARCHITECT shall, upon request from  
6 the COUNTY, revise the construction documents on a time and material basis not  
7 to exceed \$10,000, so as to bring the cost of the project within said adjusted cost  
8 estimate without program alteration, and shall prepare the necessary documents to  
9 invite further bids, and in a like manner shall furnish revised construction  
10 documents in the same manner initially required herein. See Exhibit "A".  
11 However, if the COUNTY elects to award a construction contract even though the  
12 responsible low bid exceeds the adjusted estimated cost of construction, the  
13 ARCHITECT's fee shall not be increased.

14 D. The ARCHITECT shall obtain, employ or engage all engineers, architects or  
15 other individuals or firm necessary to enable him to perform the services specified  
16 in this agreement through all phases of the project, and shall be responsible for  
17 their compensation, including but not limited to structural engineer, mechanical  
18 engineer, electrical engineer, civil engineer, landscape architect, and utility design  
19 consultants. The base contract only includes consultants and services indicated in  
20 Exhibit "A". If the final design requires other consultants, they will be paid on a  
21 time and materials basis or pre-negotiated price, neither to exceed \$20,000, or as  
22 otherwise approved in advance by the COUNTY. If unforeseen circumstances  
23 not originally contemplated by the parties arise, additional consultants will be  
24 paid on a time and material basis not to exceed \$20,000, or as otherwise approved  
25 in advance by the COUNTY including any additional engineering fees described  
26 above.

27 E. The ARCHITECT shall obtain and maintain during the term of performance of  
28 this agreement such workmen's compensation insurance as may be necessary to

1 protect himself from claims under workmen's compensation laws and to relieve  
2 the COUNTY from any responsibility there under.

- 3 F. The ARCHITECT shall deal directly with the duly appointed Project Manager  
4 from COUNTY in all matters pertaining to the project construction.

5 VI. DUTIES OF THE COUNTY.

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

- 14 B. The COUNTY shall pay all fees required by any state or federal agencies for  
15 filing and checking any of the work of the ARCHITECT or sub-consultants. The  
16 COUNTY shall also pay such fees as shall be necessary to secure building and  
17 related permits for the work from governmental agencies.

- 18 C. During such portion of the construction period as the COUNTY deems necessary,  
19 the COUNTY shall provide and compensate the building inspectors, who shall  
20 provide code interpretation and compliance with the construction documents  
21 inspection.

- 22 D. The COUNTY shall promptly consider and act upon such written requests or  
23 recommendations of the ARCHITECT as may be necessary to proceed with the  
24 progress of construction.

- 25 E. DELETE THIS SECTION AS IT IS NOT APPLICABLE.

- 26 F. The COUNTY agrees that the General Contractor is solely responsible for jobsite  
27 safety, and warrants that this intent shall be made evident in the agreement  
28 between the COUNTY and the General Contractor. The COUNTY also agrees

1 that the COUNTY, ARCHITECT and its sub-consultants shall be indemnified and  
2 named as additional insured under the General Contractor's General Liability  
3 Insurance Policy.

4 VII. DOCUMENTS.

5 A. The COUNTY acknowledges that the ARCHITECT's reports, drawings,  
6 specifications, field data, field notes, laboratory test data, calculations, estimates  
7 and other similar documents are instruments of professional service, not products.  
8 Although ownership of such documents normally is retained by the ARCHITECT  
9 they nonetheless shall in this instance become upon their creation the property of  
10 the COUNTY whether the Project is constructed or not; provided, however, that  
11 this provision shall not be interpreted as a waiver by ARCHITECT of any claims  
12 for compensation under Section III.I. (Extra Work) or Section IV.  
13 (ARCHITECT's COMPENSATION). The COUNTY may use the design  
14 documents and the designs depicted in them, without the ARCHITECT's consent,  
15 in connection with the Project or other COUNTY projects, including, without  
16 limitation, future additions, alterations, connections, repairs, information,  
17 reference, use or occupancy of the Project(s). Any reuse or modification of the  
18 documents by COUNTY without the written consent of the ARCHITECT shall be  
19 at COUNTY's sole risk and without liability or legal exposure to the  
20 ARCHITECT, and COUNTY shall indemnify and hold the ARCHITECT  
21 harmless from any claims or losses arising out of such use or modification of the  
22 design documents by the COUNTY or any party that acquires the design  
23 documents from or through the COUNTY.

24 B. Upon completion of each of the Phases described in Exhibit "A", the  
25 ARCHITECT shall furnish to the COUNTY six (6) copies of all documents for  
26 that phase. Upon approval thereof by the A COUNTY, the ARCHITECT shall  
27 furnish one reproducible set along with a CD in *AutoCAD* of construction  
28 documents.

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

5 A. Workers' Compensation:

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

13 B. Commercial General Liability:

14 Commercial General Liability insurance coverage, including but not  
15 limited to, premises liability, contractual liability, products and completed  
16 operations liability, personal and advertising injury, and cross liability  
17 coverage, covering claims that arise from or out of ARCHITECT's  
18 operations or the performance of its obligations hereunder. Policy shall  
19 name, by Policy Endorsement, the COUNTY, the County of Riverside,  
20 their respective Directors, Officers, Special Districts, Board of  
21 Supervisors, employees, elected or appointed officials, agents or  
22 representatives as Additional Insured's. Policy's limit of liability shall not  
23 be less than \$2,000,000 per occurrence combined single limits. If such  
24 insurance contains a general aggregate limit, it shall apply separately to  
25 this agreement or be no less than two (2) times the occurrence limit.

26 C. Vehicle Liability:

27 If vehicles or mobile equipment are used in the performance of the  
28 obligations under this Agreement, then ARCHITECT shall maintain

1 liability insurance for all owned, non-owned or hired vehicles in an  
2 amount not less than \$1,000,000 per occurrence combined single limit. If  
3 such insurance contains a general aggregate limit, it shall apply separately  
4 to this Agreement or be no less than two (2) times the occurrence limit.  
5 Policy shall name the County of Riverside, its Agencies, Districts, Special  
6 Districts, and Departments, their respective directors, officers, Board of  
7 Supervisors, employees, elected or appointed officials, agents or  
8 representatives as Additional Insured's.

9 **D. Property (Physical Damage):**

10 All-Risk personal property insurance coverage for the full replacement  
11 value of all ARCHITECT's equipment, systems, structures and  
12 improvements/alterations if any (Care, Custody, and Control of  
13 ARCHITECT) used on COUNTY or County premises, or used in any way  
14 connected with the accomplishment of the work or performance of  
15 services under this Agreement.

16 **E. Professional Liability:**

17 ARCHITECT shall maintain Professional Liability Insurance providing  
18 coverage for performance of work included within this Agreement, with a  
19 limit of liability of not less than \$1,000,000 per claim and \$2,000,000  
20 annual aggregate. If ARCHITECT's Professional Liability Insurance is  
21 written on a claims-made basis rather than an occurrence basis, such  
22 insurance shall continue through the term of this Agreement. Upon  
23 termination of this Agreement, or the expiration or cancellation of the  
24 claims made insurance policy, ARCHITECT shall purchase at its sole  
25 expense either 1) an Extended Reporting Endorsement (also known as Tail  
26 Coverage), or 2) Prior Dates Coverage from a new insurer with a  
27 retroactive date back to the date of, or prior to, the inception of this  
28 Agreement, or 3) demonstrate through Certificates of Insurance that



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

4 F. **General Insurance Provisions - All lines:**

- 5 (1) Any insurance carrier providing insurance coverage hereunder shall be  
6 admitted to the State of California unless waived, in writing, by the  
7 County Risk Manager. Carrier(s) shall have an A.M. BEST rating of not  
8 less than an A: VIII (A: 8) unless such requirements are waived in writing  
9 by the County Risk Manager. If the County's Risk Manager waives a  
10 requirement for a particular insurer, such waiver is only valid for that  
11 specific insurer and only for one policy term.
- 12 (2) The ARCHITECT'S insurance carrier(s) must declare its insurance self-  
13 insured retentions. If such self-insured retentions exceed \$500,000 per  
14 occurrence such retentions shall have the prior written consent of the  
15 County Risk Manager before the commencement of operations under this  
16 Agreement. Upon notification of self-insured retention unacceptable to  
17 the COUNTY, and at the election of the COUNTY'S Risk Manager,  
18 ARCHITECT'S carriers shall either: 1) reduce or eliminate such self-  
19 insured retention as respects this Agreement with the COUNTY, or 2)  
20 procure a bond which guarantees payment of losses and related  
21 investigations, claims administration, and defense costs and expenses.
- 22 (3) ARCHITECTS shall cause its insurance carrier(s) to furnish the COUNTY  
23 with either 1) a properly executed original Certificate(s) of Insurance and  
24 certified original copies of Endorsements effecting coverage as required  
25 herein, or 2) if requested to do so in writing by the COUNTY Risk  
26 Manager, provide original Certified copies of policies including all  
27 Endorsements and all attachments thereto, showing such insurance is in  
28 full force and effect. Further, said Certificates(s) and policies of insurance

1 shall contain the covenant of the insurance carrier(s) that thirty (30) days  
2 written notice (ten (10) days written notice for non-payment of premium)  
3 shall be given to the COUNTY prior to any cancellation, expiration or  
4 reduction in coverage of such insurance. ARCHITECT shall provide  
5 thirty (30) days written notice to Client prior to implementation of a  
6 reduction of limits or material change of insurance coverage as specified  
7 herein. In the event of a material modification, cancellation, expiration or  
8 reduction in coverage, this Agreement shall terminate forthwith, unless the  
9 COUNTY receives, prior to such effective date, another properly executed  
10 original Certificate of Insurance and original copies of endorsements or  
11 certified original policies, including all endorsements and attachments  
12 thereto evidencing coverage set forth herein and the insurance required  
13 herein is in full force and effect. **ARCHITECT shall not commence**  
14 **work under this Agreement until the COUNTY has been furnished**  
15 **original Certificate(s) of Insurance and certified original copies of**  
16 **Endorsements or Policies of insurance including all endorsements and**  
17 **any and all other attachments as required in this Section. The**  
18 **original Endorsements for each policy and the Certificate of**  
19 **Insurance shall be signed by an individual authorized by the**  
20 **insurance carrier to do so, on its behalf.**

21 (4) It is understood and agreed to by the parties hereto and the ARCHITECT's  
22 insurance (except Professional Liability and Workers' Compensation)  
23 shall, be construed as primary insurance, and the COUNTY's insurance  
24 and/or deductibles and/or self-insured retentions or self-insured programs  
25 shall not be construed as contributory.

26 (5) If, during the term of this Agreement or any extension thereof, there is a  
27 material change in the scope of services; or, there is a material change in  
28 the equipment to be used in performance of the scope of work which will

1 add additional exposures (such as the use of aircraft, watercraft, cranes,  
2 etc.); or, the term of this Agreement, including any extensions thereof,  
3 exceeds five (5) years, the COUNTY reserves the right to reasonably  
4 adjust the types of insurance required under this Agreement and the  
5 monetary limits of liability for the insurance coverage's currently required  
6 herein; if in the COUNTY Risk Manager's reasonable judgment, the  
7 amount or type of insurance carried by the ARCHITECT has become  
8 inadequate. The County shall reimburse the ARCHITECT for the cost of  
9 such increase in insurance coverage.

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

12 (7) The insurance requirements contained in this Agreement may be met with  
13 a program(s) of self-insurance acceptable to the COUNTY.

14 (8) ARCHITECT agrees to notify COUNTY of any claim by a third party or  
15 any incident or event that may give rise to a claim arising from the  
16 performance of this Agreement.

17 IX. INDEMNITY AND HOLD HARMLESS: The ARCHITECT agrees to and shall  
18 indemnify and hold harmless the COUNTY, its Districts, Departments and Special  
19 Districts, their respective directors, officers, Board of Supervisors, elected and appointed  
20 officials, employees, agents and representatives (hereinafter individually and collectively  
21 referred to as "Indemnitees") from:

22 A. All liability, including but not limited to, loss, suits, claims, demands, actions, or  
23 proceedings to the extent caused by any alleged or actual negligence,  
24 recklessness, willful misconduct, error or omission, of ARCHITECT, its directors,  
25 principals, officers, partners, employees, agents or representatives or any person  
26 or organization for whom ARCHITECT is responsible, arising out of or from the  
27 performance of professional services under this Agreement; and

28 B. All liability, including but not limited to, loss, suits, damage, claims and demands,

1 based upon any alleged or actual act, error, omission or occurrence of  
2 ARCHITECT, its directors, principals, officers, partners, employees, agents or  
3 representatives or any person or organization for whom ARCHITECT is  
4 responsible, to the extent arising out of, in connection with, or caused by the  
5 ARCHITECT's performance or failure of performance of any work or services,  
6 other than professional services covered under Section 'A' above, under this  
7 Agreement.

8 C. As respects each and every indemnification herein, ARCHITECT shall defend at  
9 its sole expense, all costs and fees including but not limited to reasonable  
10 attorney fees, cost of investigation, and defense and settlements or awards against  
11 the COUNTY, its Districts, Special Districts and Departments, their respective  
12 directors, officers, Board of Supervisors, elected and appointed officials,  
13 employees, agents and representatives.

14 D. 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  
16 of their own choice and shall have the right to adjust, settle, or compromise any  
17 such action or claim without the prior consent of COUNTY; provided, however,  
18 that any such adjustment, settlement or compromise in no manner whatsoever  
19 limits or circumscribes ARCHITECT's indemnification to Indemnitees as set  
20 forth herein.

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

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

27 X. TERMINATION.

28 A. The COUNTY shall have the right to terminate this Agreement at any time, with

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

15 B. If County fails, within the applicable time period herein, to make payment of  
16 sums that are in good faith not disputed by County and fails to cure such failure  
17 within the thirty (30) days after receipt of written notice of nonpayment from  
18 Architect, then upon an additional ten days written notice of intent to terminate,  
19 Architect may terminate this Agreement. .

20 C. Notwithstanding any of the provisions of this Agreement, the ARCHITECT's  
21 rights under this Agreement shall terminate (except for fees accrued prior to the  
22 date of termination) upon the ARCHITECT's bankruptcy, or in the event of fraud,  
23 dishonesty, or willful or material breach of this Agreement by the ARCHITECT  
24 or at COUNTY's election, in the event of the ARCHITECT's unwillingness or  
25 inability for any reason whatsoever to perform the duties hereunder. In such  
26 event, the ARCHITECT shall be entitled to no further compensation under this  
27 agreement except for services actually rendered, it being the intent that the  
28 ARCHITECT shall be paid as specified only during such period that the

1 ARCHITECT shall, in fact, perform the duties hereunder.

2 XI. MISCELLANEOUS PROVISIONS.

3 A. The term of this Agreement shall be two (2) years from the date of execution.  
4 This Agreement may be terminated by COUNTY for any reason (with or without  
5 cause) upon giving fourteen (14) days written notice to ARCHITECT.

6 B. Unless otherwise required by the COUNTY prior to commencement of the work  
7 in, the construction documents shall be prepared so that all of the work on the  
8 project will be executed under a single construction contract, but the COUNTY  
9 may request the ARCHITECT to provide for one or more bid alternates whereby  
10 a reasonably severable portion or portions of the project may be bid as additive  
11 alternates in the event the COUNTY requests that any portion of the work be bid  
12 as additive alternates. The Architect shall not be entitled to any extra  
13 compensation for such work. If the additive alternates are let as separate  
14 construction contracts, the COUNTY and the ARCHITECT shall agree on the  
15 nature and extent thereof and additional services, if any, will be authorized the  
16 ARCHITECT in connection therewith.

17 C. The ARCHITECT shall consult with the COUNTY's legal adviser on legal  
18 matters affecting the COUNTY in relation to the drawings, specifications and  
19 contract documents and the relationship between COUNTY and contractor when  
20 requested by the COUNTY. The ARCHITECT shall submit for the COUNTY's  
21 legal advisers review, and correction if required, for approval as to legality or  
22 form, the contract documents and specifications (but not the drawings in the  
23 absence of a request therefore or of any specific legal problem therein), addenda  
24 (other than for correction of minor errors or minor omissions in the drawings or  
25 specifications), change orders and other documents which may have legal  
26 implications or legal consequences to the COUNTY. Such documents shall be  
27 submitted in time reasonably to permit their review and advice to the COUNTY  
28 before the COUNTY shall act thereon, and in sufficient quantity to permit said

1 legal adviser to retain one copy thereof if he so desires.

2 D. The COUNTY's Executive Director of EDA or a designated representative, shall  
3 represent the COUNTY initially in any informal discussions or conferences with  
4 the ARCHITECT preliminary to or not requiring the action of the COUNTY's  
5 governing body, unless the COUNTY shall designate some other person or  
6 persons for that purpose. A written summary of conclusions reached at any such  
7 conference will be required of the ARCHITECT by the COUNTY.

8 E. This agreement shall not be assignable by the ARCHITECT as to any rights or  
9 duties there under without the prior written consent of the COUNTY, and any  
10 assignment attempted in violation of this provision, or any involuntary  
11 assignment, shall give the COUNTY cause to terminate and cancel this agreement  
12 the same as for a breach thereof. In other respects this agreement shall be binding  
13 upon and inure to the benefit of the successors and assigns of the respective  
14 parties.

15 F. Any notice or communication under this agreement shall be transmitted to the  
16 COUNTY's Executive Director or a designated representative and to the  
17 ARCHITECT at the following address:

18 **COUNTY**

18 Gabriel Martin, Project Manager  
19 Riverside County EDA  
20 1325 Spruce Street, Suite 400  
21 Riverside, CA 92507  
(951) 955-8916  
(951) 955-6686 (FAX)

**ARCHITECT**

Richard Blackman, Principal  
JCJ Architecture, Inc.  
3838 Camino Del Rio North, Suite 361  
San Diego, CA 92108  
(619) 282-9922  
(619) 282-6678 (FAX)

22 G. Release of Information to the Public: The ARCHITECT shall consider all  
23 information regarding the Project as confidential information. Any request for  
24 information from others shall be directed to the COUNTY.

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

- 26 1. Work performed by the ARCHITECT or their CONSULTANTS to clarify  
27 or explain a detail or condition in the drawing and/or specifications, the  
28

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 COUNTY, 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.

I. Construction Period Site Visits/Communication:

It is the intention of the COUNTY to schedule biweekly 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 his architectural consultants and/or those other consultants he considers being appropriate in attendance. The ARCHITECT shall be allowed the option of providing onsite 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.

J. Jurisdiction/Venue/Attorneys Fees:

In the event of breach of this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties agree that this Agreement has been entered into at Riverside, California, and that any legal action related to the interpretation or performance of the Agreement shall be filed in the Superior Court for the State of California, in Riverside, California.

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the



1 institution of legal or equitable proceedings by either party. If such matter relates  
2 to or is the subject of a lien arising out of the ARCHITECT'S services, the  
3 ARCHITECT may proceed in accordance with applicable law to comply with the  
4 lien notice or filing deadlines prior to resolution of the matter by mediation.

5 The COUNTY and ARCHITECT shall endeavor to resolve claims,  
6 disputes and other matters in question between them by mediation which, unless  
7 the parties mutually agree otherwise, shall be in accordance with the Construction  
8 Industry Mediation Rules of the American Arbitration Association currently in  
9 effect. Request for mediation shall be filed in writing with the other party to this  
10 Agreement and with the American Arbitration Association. The request may be  
11 made concurrently with the filing of a lawsuit but, in such event, mediation shall  
12 proceed in advance of legal or equitable proceedings, which shall be stayed  
13 pending mediation for a period of 60 days from the date of filing, unless stayed  
14 for a longer period by agreement of the parties or court order.

15 The parties shall share the mediator's fee and any filing fees equally. The  
16 mediation shall be held in the place where the Project is located, unless another  
17 location is mutually agreed upon. Agreements reached in mediation shall be  
18 enforceable as settlement agreements in any court having jurisdiction thereof.

19 K. Hazardous Materials:

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

1 and/or remove the asbestos or hazardous or toxic materials, and warrant that the  
2 jobsite is in full compliance with applicable laws and regulations.

3 L. Minority Business Enterprise Reporting:

4 ARCHITECT agrees to complete and submit to COUNTY the Questionnaire  
5 attached hereto as Exhibit "D".

6 //

7 IN WITNESS HEREOF, the parties hereto have executed this agreement on

8 JAN 12 2010

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

10  
11 COUNTY OF RIVERSIDE  
12 ECONOMIC DEVELOPMENT AGENCY

JCJ ARCHITECTURE, INC.

13 Marion Ashley  
14 Marion Ashley, Chairman

15 Peter Stevens  
16 Peter Stevens, President

17 APPROVED AS TO FORM:

18 By Marsha L. Victor 12/22/09  
19 Agency Counsel  
20 Marsha L. Victor

21 ATTEST:  
22 Clerk of the Board

23 By [Signature]  
24 Deputy

25  
26  
27 s:\rdacom\dis3\quail valley service center - project lift\3 - agreements & contracts\architectural agreement\jcj  
28 agreement - final\quail valley - jcj agreement-exhibit a - final.doc

# The Quail Valley Service Center Project

## EXHIBIT 'A'

### Scope of Services:

The ARCHITECT shall program, plan, design, and provide construction administration services for The Quail Valley Service Center Project to be located on a 2.18-acre parcel of County owned land at the northeast intersection of Goetz Rd. and Juanita Dr. in the city of Menifee, CA. The Complex shall be constructed in phases depending upon available funding. The first building to be designed is a The Quail Valley Service Center of approximately 6,000 square feet and meets the needs of a minimum of 125 children from the low and very low-income members of the community. The ARCHITECT shall endeavor to maximize the available land use in order to create a three-building complex that is representative of each buildings function and in keeping with the design standards established by the County.

The ARCHITECT's design shall consider a variety of sustainability options and energy conservation goals with LEED certification being highly desirable.

Through a series of community workshops and guidance from the County, the ARCHITECT shall prepare a master plan for the entire sites development to include a utilities analysis, adequate on-site parking, landscape site amenities, and ADA compliance. Once approved, the Master Plan will form the basis of design for all subsequent buildings.

The ARCHITECT is also aware that the full Scope of Services for Phase 1 Child Care Center shall include the following:

1. Conceptual Design – The ARCHITECT will prepare a conceptual design for the Quail Valley Service Center based upon the concept submittal dated July 13, 2009, which will be reviewed by the COUNTY staff. With the assistance of COUNTY, JCJ will facilitate (2) community workshops with the purpose of learning what the community's vision is for the Quail Valley Service Center project. The ARCHITECT will verify the Quail Valley Service Center program, project budget with the COUNTY, County staff.
2. The Quail Valley Service Center Operator- the ARCHITECT will assist COUNTY with the search; screening and selection process for the Quail Valley Service Center's operating company. The ARCHITECT will meet and assist to develop RFP criteria and qualifications and assist in issuing RFP's to qualify operators which meet COUNTY/City of Menifee criteria.

- 1 3. Project Schedule - The ARCHITECT will prepare a project master schedule and be responsible  
2 for maintaining it as the design progresses. The ARCHITECT will include realistic periods for  
3 final design, review and approvals as well as construction.
- 4 4. Cost Estimates – JCJ's project team will prepare during the course of design two cost estimates,  
5 one upon completion of the Schematic Design, and a second upon completion of the  
6 Construction Documents prior to issuance of the request for construction bids. All work to be  
7 completed on the project will be California Prevailing Wage.
- 8 5. Staff Meetings - The ARCHITECT, in the course of design work, will regularly meet with staff and  
9 selected community leaders in order to incorporate staff and community input into The Quail  
10 Valley Service Center design plans. Six (6) meetings are included in the fee schedule.
- 11 6. Public Meetings – The ARCHITECT will attend scheduling and progress meetings with County  
12 staff, as necessary. The Architect, along with other sub-consultant will be available to attend  
13 presentations, public meetings, and public hearings (as necessary). The nature and content of  
14 these meetings will be coordinated with the COUNTY, who will schedule and conduct the  
15 meetings.
- 16 7. MEP Engineering – The ARCHITECT's project team will provide all HVAC, electrical and  
17 plumbing engineering services to include all necessary plans and coordinate with appropriate  
18 utility companies to determine location of utility lines and easements, transformer location and  
19 meter location and fixture schedules.
- 20 8. Landscape Design – The ARCHITECT's project team will provide all landscape and irrigation  
21 system designs to include all necessary plans and, if necessary, coordinate with appropriate  
22 utility companies.
- 23 9. Civil Engineering – The ARCHITECT's project team will provide Civil Engineering services to  
24 include site grading, drainage, utility locations, and parking surfaces as necessary only for phase  
25 1. Civil engineering will include limited off-site utility connection information. The following civil  
26 information will not be provided as part of the base contract as many unknowns exist and will not  
27 be determined until after the civil engineer is able to meet with the City of Menifee's Engineering  
28 Department. Assumptions/Exclusions are as follows:
  - a. Public Street Lighting.
  - b. SWPPP/NOI Plans (By General Contractor)
  - c. Public Improvement Plans beyond immediate phase 1 scope area.
  - d. Off-Site Utilities beyond reasonable distance from the immediate phase 1 scope area.
10. Survey - A topographic survey of the existing property limited only to the area required for Phase  
1 will be provided by the COUNTY.
11. IT/Technology Design – The ARCHITECT's project team will provide all voice/data and similar  
low-voltage systems to include all necessary plans, and coordinate with the Owner's IT/Data  
Network administrator.

- 1 12. Geotechnical Engineering— All Geotechnical Engineering and soils analysis will be provided by  
2 the COUNTY.
- 3 13. Construction Documents - The ARCHITECT, upon approval of the Concept/Schematic Design by  
4 the COUNTY, will prepare construction documents (plans and specifications) and submit them to  
5 the COUNTY and all appropriate COUNTY Agency's for approval. The plans and specifications  
6 will define all plans to comply with all adopted Federal, State, and local laws, ordinances and  
7 codes. The ARCHITECT's project team will provide all Structural Engineering design services.
- 8 14. Bid Solicitation – The COUNTY will solicit bids; The ARCHITECT will provide bid assistance to  
9 include answering questions from prospective bidders, bidder conference, assistance with  
10 distributing information in plan rooms, and participation in bid opening, bid analysis to determine  
11 lowest responsible bidder and a pre-construction meeting. For the pre-construction meeting the  
12 ARCHITECT will identify all attendees, distribute an agenda (prepared w/COUNTY staff), record,  
13 and prepare minutes to be distributed at a later date.
- 14 15. Bid Packets – The ARCHITECT will make available in electronic format copies of plans and  
15 specifications with one hard copy of plans on Auto Cad (or compatible program) and  
16 specifications on disk compatible to Microsoft Word (latest version). The COUNTY will require  
17 one original copy of the final bid document package and one copy in electronic format (Microsoft  
18 Word).
- 19 16. Insurance – The ARCHITECT understands that it is required to obtain insurance policies from  
20 companies licensed to transact insurance business in California in the forms of coverage and  
21 minimum amounts specified below. The ARCHITECT will maintain the specified insurance  
22 coverage throughout the term of this Agreement, and shall provide a certificate of insurance to  
23 the COUNTY to that effect; said certificate shall contain an endorsement stating that the  
24 COUNTY of Riverside, the COUNTY, and the Redevelopment Agency for the COUNTY of  
25 Riverside are named as additional insured for the general liability components of coverages with  
26 regard to services provided pursuant to the aforementioned agreement. Insurance coverage  
27 shall include:
- 28 • Comprehensive General Liability insurance in an amount of no less than \$1,000,000 per  
occurrence and \$2,000,000 in the aggregate;
  - Professional Liability Insurance (also known as errors and omissions insurance) in an  
amount of no less than \$1,000,000 per occurrence and in the aggregate;
  - Automobile Liability Insurance in an amount of no less than \$1,000,000 per occurrence  
and in the aggregate; and
  - Workers' Compensation Insurance in an amount and form complying with applicable  
California Law.
17. Status Reports – The ARCHITECT will prepare monthly status reports, which will be submitted  
with the consultant's invoice.
18. Monthly Invoicing – The ARCHITECT will submit invoices to Agency on a monthly basis. Each  
invoice will be itemized and show task performed, number of hours worked per person/consultant,  
and rate per hour for each person/consultant. Any outside reimbursable expenses claimed must  
be supported with copies of vendor receipts. A monthly progress report must be attached to each  
invoice.

1 19. Construction Management – The ARCHITECT will act as the Agency’s representative during the  
2 construction phase, and advise and consult with the Agency in matters pertaining to the  
3 construction contract and clarification of plans and specifications. The ARCHITECT will visit the  
4 site at intervals (a minimum of once per week) appropriate to the stage of construction in order to  
5 become familiar with the progress and quality of the work to determine that the construction is  
6 proceeding in accordance with the plans. The ARCHITECT shall attend construction meetings,  
7 prepare agenda with copies for participants, record minutes, and distribute those minutes. Based  
8 on such observation, The ARCHITECT will inform the Agency as to the progress and quality of  
9 the work. The COUNTY of Riverside will perform the inspections.

10 20. Construction Draws – The ARCHITECT will review and approve or disapprove all construction  
11 invoices submitted by the contractor to the Agency for payment. The ARCHITECT will also  
12 review and make recommendations to approve or not approve change orders.

13 21. Shop Drawings & Submittals – The ARCHITECT will review and comment upon all shop drawings  
14 and submittals. The ARCHITECT will participate in a final walk-through and prepare a punch list.  
15 All punch list items to be completed prior to formal COUNTY acceptance of project.

16 22. Final Inspection – The ARCHITECT will participate in final inspection of The Quail Valley Service  
17 Center at the completion of construction. The ARCHITECT will also make recommendations for  
18 acceptance as appropriate. JCJ will participate in an inspection at the end of the one-year  
19 warranty period, if requested by the COUNTY and shall be compensated for such inspection as  
20 an additional service.

21 23. Record Drawings - The ARCHITECT will be required to prepare record drawings from the  
22 contractor's redline as-built drawing at project completion and submit two copies to the COUNTY.

23 From planning to construction, The ARCHITECT will be in constant communication with the project's  
24 team in order to:

- 25 • Develop an idea for the building that recognizes its place and surroundings in the
- 26 community and knits the new addition into its fabric and implement a detailed schedule.
- 27 • Deliver cost-conscious design early in the process.
- 28 • Coordinate and facilitate all public applications and approvals, and;
- Keep all stakeholders informed of the project's progress.

# The Quail Valley Service Center Project

## EXHIBIT 'B'

### A/E Fee Schedule

#### Project Start & Master Planning

1.1 Pre-Design Kick-Off Meeting	\$ 2,500
1.2 Program and Budget for Child Development	\$ 2,500
1.3 Phasing Plan and Sequence	\$ 2,500
1.4 RCEDA/Community Workshops (2)	
1.5 Develop Site Alternatives based upon concept submittal July 13, 2009	\$ 8,500
1.6 Child Care Provider Search/Selection	\$ 3,500

**Totals** \$ 19,500

#### Preliminary Design Services

2.1 Preliminary Design refinements	\$ 36,000
2.2 Meetings RCEDA/User Coordination (2)	\$ 1,250
2.3 Survey (Topo Map)	\$ 15,000
2.4 Project Schedule and Mgmt.	\$ 2,500
2.5 Utilities Survey (off Site) Child Development Ctr. Only	incl.

**Totals** \$ 54,750

#### Final Design Services

3.1 Civil Engineering	\$ 30,000
3.2 Structural Engineering	\$ 15,000
3.3 MEP Engineering (incl. IT/Technology)	\$ 45,000
3.4 Contract Documents Development	\$ 98,000
3.5 Landscape Design	\$ 15,000
3.6 Cost Estimates (2)	\$ 10,000
3.7 Plan Check/Final C/D's ready for permit	\$ 4,000

3.8 LEED Analysis (Certification)	\$ 2,500
<b>Totals</b>	<b>\$ 219,500</b>

**Construction Administration Services**

4.1 Bidding Assistance	\$ 8,000
4.2 Pre-Construction Meeting	\$ 2,500
4.3 Construction Administration (24 site visits)	\$ 24,000
4.4 Construction Pym't. Appl. Review/approve (12)	\$ 5,000
4.5 Shop Drawings/Submittals	\$ 9,500
4.6 Prepare meeting notes	incl.
4.7 Substantial Completion & Punch List	\$ 1,500
4.8 Record Drawings	\$ 4,000
4.9 Warranty/Operations Manuals	\$ 1,500
<b>Totals</b>	<b>\$ 56,000</b>

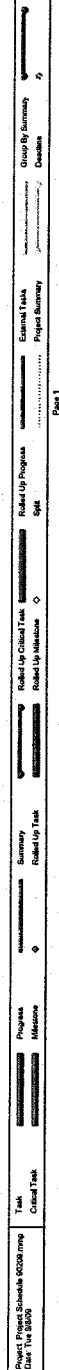
**General Services**

5.1 Coordination Meetings with RCEDA (4)	\$ 3,250
5.2 Monthly Invoicing (24)	Incl.
5.3 Design Contingency	\$ 15,000
5.4 Reimbursable Expenses	\$ 22,000
<b>Totals</b>	<b>\$ 40,250</b>

<b>TOTAL FEE</b>	<b>\$ 390,000</b>
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**The Quail Valley Service Center**  
**EXHIBIT 'C'**



<b>ARCHTECTORAL FIRM QUESTIONNAIRE</b>
--

Engaged in the practice of an architecture firm since 1936, currently as JCJ Architecture, Inc. and f/k/a Jeter, Cook & Jepson Architects, Inc.

**Present business address is:** Local (California) office - 3838 Camino Del Rio North, Suite 361, San Diego, CA 92108, and Home office - 38 Prospect Street, Hartford, CT 06103

**Federal Tax ID:** 060860963

**State of California Contractor's License No.:** N/A

**Expiration Date:** N/A

Because this project is Federally-funded, it is necessary to obtain information concerning minority and other group participation for statistical purposes. The U.S. Department of Housing and Urban Development (HUD) uses this information to determine the degree to which its programs are being utilized by minority business enterprises and targeted group architects.

A minority enterprise is defined by the Federal Government as a business that is fifty-percent (50%) or more "minority-owned". Please check applicable box concerning the ownership of your business:

- ☐ American Indian or Native Alaskan
- ☐ Asian or Pacific Islander/Native Hawaiian
- ☐ Black/African American
- ☐ Hispanic
- ☐ White
- ☐ Hasidic Jews
- ☐ Other (**Multiple Principal Ownership**)

A woman-owned enterprise is defined by the Federal Government as a business that is fifty-percent (50%) or more woman-owned. Please check applicable box concerning the ownership of your business:

☒ Woman/Female owned                      ☐ Male owned

A Section 3 Contractor or Subcontractor is a business concern that is more than fifty-percent (50%) owned by a low or very low-income person, or a business concern that provides economic opportunities to low and very low-income residents. Please check applicable box concerning the ownership of your business:

☐ Section 3 Business concern    ☐ Non-Section 3 Business concern

N/A

The United States Department of Housing and Urban Development (HUD) is authorized to solicit the information requested in this form by virtue of *Title 12, United States Code, Section 1701 et seq.*, and other regulations. It will not be disclosed or released outside of HUD without your consent, except as required or permitted by law

## EXHIBIT "E"

Page 1 of 2

Economic Opportunities for Section 3 Residents and Section 3 Business Concerns

Sec. 135.38 Section 3 clause.

**All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):**

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

## EXHIBIT "E"

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E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

G. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

H. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).