

205



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

FROM: Economic Development Agency

SUBMITTAL DATE:
January 19, 2010

SUBJECT: Perris Fire Department Headquarters

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the attached architectural and engineering services agreement for master planning and schematic design services between the County of Riverside and Ruhnau Ruhnau Clarke of Riverside, California, in the amount of \$121,500, together with a reimburseable allowance of \$3,500, and authorize the Chairman to execute the agreement on behalf of the county; and
2. Authorize the Assistant County Executive Officer EDA to administer the agreement in accordance with applicable Board policies.

BACKGROUND: On October 6, 2009, the Board of Supervisors approved a pre-qualified list of architectural firms to be retained on an as-needed basis. The Economic Development Agency (EDA) has selected Ruhnau Ruhnau Clarke from the pre-qualified list for the preliminary schematic design and site master plan of the proposed new Perris Fire Department Headquarters. The master plan will include the new Fire Department Headquarters and the Big League Dreams.

(Continued)

Reviewed by
CIP TEAM
Christopher Hans
Christopher Hans

Robert Field
Robert Field
Assistant County Executive Officer EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 125,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: Fire Mitigation Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

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

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: March 16, 2010
xc: EDA, Fire, CIP, Auditor

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref: 3.14, 10/06/09; 3.12, 11/06/07; 3.44, 7/31/07

District: 5

Agenda Number:

3.34

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
 BY: *M. P. ...* 1/10/10 DATE
 MARSHAL VICTOR
 FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 SUSANA GARCIA-BOCANEGRA
 Departmental Concurrence
 Cesar R. Hawkins
 County Fire Chief
 Policy Consent
 Policy Consent
 Dep't Recomm.: Consent
 Per Exec. Ofc.: Consent

BACKGROUND: (Continued)

On November 6, 2007, the Board approved the purchase of the 57-acre property bordering Trumble Road, Mapes Road, Vista Road, and Sherman Road in the City of Perris for future County developments. Following the purchase of this property, the site was realized to be suitable for the future Fire Department Administration and Headquarters and the Big League Dreams. The property has since been reserved for the purpose of further developing these two referenced projects. Ruhnau Ruhnau Clarke will complete the site master plan for the property and the preliminary schematic design for the Fire Department Administration and Headquarters in preparation for future design development.

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



**OWNER/ARCHITECT AGREEMENT
BETWEEN COUNTY OF RIVERSIDE
AND**

Ruhnau Ruhnau Clarke

**New County of Riverside
Fire Department Headquarters
Project #FM08270003784**

AGREEMENT FOR ARCHITECTURAL SERVICES

COUNTY OF RIVERSIDE, a political subdivision of the State of California, herein referred to as the "County", and Ruhnau Ruhnau Clarke, 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, effective as of January 22, 2008:

- I. DESCRIPTION. The Architect shall render architectural and engineering services for all identified phases of the project to the County, for which the County shall pay the Architect, all as hereinafter provided, with relation to design and construction, under contract to be let on competitive bidding, of building and improvements, herein called "project", described and generally located as follows:

**New County of Riverside Fire Department Headquarters
Preliminary Schematic Design & Site Master Plan**

Assessor's Parcel Number's: 327-190-005, 006, 007, 009, 010, 011, 012, 014, 015,
017, 019 and 020, in Perris, CA 92570.
- II. SCOPE OF WORK. The Architect shall perform all services and other activities necessary to design and prepare design 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. PROGRAMMING VERIFICATION: Including developing from provided information a list of space allocations and room/outdoor area(s) space data sheets. Work under this phase to be completed within two weeks of written authorization to proceed.
 - B. SITE MASTER PLAN: Consult with representatives of the County, examine site and surroundings, ascertain presently proposed and probable future functions and requirements of the project; prepare master plan studies incorporating site program requirements including site master plans, grading plans, site utility plans, off-site improvement plans, elevations, sections and other drawings necessary to describe the project. Design studies shall accommodate County's facility standards and site needs as required. Work under this phase to be completed within four weeks of written authorization to proceed.
 - C. SCHEMATIC DESIGN: Consult with representatives of the County, 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 and building systems 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 County; submit a preliminary schedule for completion of the subsequent phases, submit a 3-dimensional, digital, color animation of the proposed site and building design. Design studies shall accommodate County's space standards and systems furniture needs as required. Work under this phase to be completed within four weeks of written authorization to proceed.

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

1. Prepare planning surveys and special analyses of the owner's needs, In addition to the base requirements of the contract, to clarify requirements of the project when requested by the owner.
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 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.

9. Preparation of drawing for remodeling of 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 lump sum fee of One Hundred Twenty One Thousand Five Hundred (\$121,500) 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 County and until revised by the County shall be deemed to be N/A (\$N/A). The Architect's compensation in Section IV, A, I above, shall include design services necessary for the joint development of the information technology (IT) systems with the County'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, plus 10%. Authorized reimbursable expenses are as follows, and shall not exceed: \$3,500.
 - a. Expenses for travel outside the Riverside County area provided, however, that such travel is authorized in advance by the County.
 - b. Expenses for postage of drawings and specifications.
 - c. Direct cost of models, renderings, prints, photographs or other reproduction authorized by the County.

B. Additional Services

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

- a. By negotiation between County and Architect.
 - b. By Hourly rates for time expended by Architect's personnel in accordance with Hourly Rate Schedule attached to this Agreement as Exhibit "C".
 - c. The Architect shall not be entitled to additional fee for deductive change orders nor shall his 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 him and all persons engaged or employed by him in the performance of this agreement, and no additional payment or reimbursement shall be made therefore or for any travel or other expenses incurred by 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 County shall pay the Architect, upon his itemized statement (with backup documentation upon request), for completed and approved services under this agreement in the various phases. (See Exhibit "A".) The Architect shall be entitled to invoice monthly based on percentage complete of work.
 - a. Program Verification -----35%-----\$42,525.00
 - b. Site Master Plan -----30%-----\$36,450.00
 - b. Preliminary Schematic Design -----35%-----\$42,525.00

Punch list development and monitoring of completion of punch list items; collection of warranties; collection of operation and maintenance manuals; operations and security walk through; staff instructions/training (if desired); and preparation of record drawings (As-Builts)

- i. For extra work authorized by the County, the compensation shall be payable during the month following that in which the work was performed and approved by the County unless other specific methods of payment have been agreed upon between the parties.

2. County agrees that timely payment is a material part of the consideration of this agreement. The County 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 County receives an invoice, the County 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 County 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 County. 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. 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.
- D. The Architect shall obtain and maintain during the term of performance of this Agreement workers' compensation insurance in accordance with statutory requirements.
- E. The Architect shall deal directly with the duly appointed Project Manager from the Economic Development Agency in all matters pertaining to the project construction.

VI. DUTIES OF THE OWNER

- A. The County 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 County including, but not limited to surveys, tests, and reports. The Architect shall advise the County of any known

errors, inconsistencies, or problems they may observe in such information.

- B. The County shall furnish the Architect with an engineering site survey and topography 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 County 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 County 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 County deems necessary, the County shall provide and compensate the Clerk of the Works or other building inspectors, who shall provide code interpretation.
- E. If the County's Project Manager observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the County to the Architect.

VII. DOCUMENTS

- A. The Owner 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 County whether the Project is constructed or not. The Architect will however retain the copyright to such documents. The County may use the design documents and the designs depicted in them, without the Architect's consent, in connection with the Project, or other County Projects, including, without limitation, future additions, alterations, connections, repairs, information, reference, use or occupancy of the Project(s). Any reuse of the documents by County without the written consent of the Architect shall be at County's sole risk and without liability or legal exposure to the Architect, and County shall indemnify, defend and hold the Architect harmless from any claims or losses arising out of such use of the design documents by the County.
- B. Upon completion of each of the Phases described in Exhibit "A", the Architect shall furnish to the County four (4) copies of all documents for that phase. Upon

approval thereof by the County, the Architect shall furnish one reproducible set along with a CD in ACAD of construction documents.

VIII. INSURANCE – Without limiting or diminishing ARCHITECT’S obligation to indemnify and hold the COUNTY 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 County 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 County of Riverside its Agencies, Districts, Departments and Special Districts, their respective Directors, Officers, Board of Supervisors, employees, elected and appointed officials as Additional Insureds. 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.

c. Vehicle Liability:

If any vehicle or mobile equipment is used in the performance of the 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. Policy shall name, by Policy Endorsement, the County of Riverside its Agencies, Districts, Departments and Special Districts, their respective Directors, Officers, Board of Supervisors, employees, elected and appointed officials as Additional Insureds. 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 County 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 including property in the ARCHITECT'S Care, Custody, and Control used on 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 or approved 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:VII. 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.
- (2) Cause its insurance carrier(s) to furnish the County of Riverside with a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any, cancellation, expiration or reduction of such insurance. In the event of, cancellation, expiration or reduction, this Agreement may be terminated by the County forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements evidencing coverage set forth herein and the insurance required herein is in full force and effect. **ARCHITECT shall not commence operations under this Agreement until the County of Riverside has been**

furnished original Certificate(s) of Insurance and all required endorsements. Upon County's request, ARCHITECT shall make available for inspection copies of ARCHITECT's insurance policies.

- (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 be construed as primary, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- (4) ~~ARCHITECT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.~~

IX. INDEMNITY AND HOLD HARMLESS – All liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings to the extent caused by an alleged or actual negligent, reckless or intentional act, 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 professional services under this Agreement; and ARCHITECT shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of ARCHITECT, its officers, employees, subconsultants, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of ARCHITECT, its officers, agents, employees, subconsultants, agents or representatives from this Agreement. ARCHITECT shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

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; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes ARCHITECT'S indemnification to COUNTY as set forth herein.

ARCHITECT'S obligation hereunder shall be satisfied when ARCHITECT has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe ARCHITECT'S obligations to indemnify and hold harmless the COUNTY herein from third party claims.

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

X. TERMINATION

- A. The County 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 County of commitments that cannot be cancelled without undue cost and County shall have the right to determine the best course of action. Subject to compliance with the foregoing and all other provisions of this Agreement, County shall pay to Architect reasonable and proper termination charges which shall not include anticipated profit. County shall be entitled to all material specifically accumulated for the work and included in the above costs. The County 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 County to show the services actually completed and costs incurred by Architect.
- B. This Agreement may be terminated by either the Architect or the County upon seven (7) days written notice to the other party, in the event of substantial failure of performance by the other party or upon County's election to abandon or indefinitely postpone the project. Upon the giving of a notice to terminate by either Party, the other Party shall have the opportunity to cure the deficiency giving rise to the notice within such seven (7) day period. In the event the County elects to abandon or indefinitely postpone the project and gives such seven (7) day notice to Architect of termination, the County 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 County'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. Unless otherwise required by the County 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 County 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 County 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 County and the Architect shall agree on the nature and extent thereof and additional services, if any, will be authorized the Architect in connection therewith.
- B. Unless otherwise specified by the County, 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 County.
- C. The Architect shall consult with the County's legal adviser on legal matters affecting the County in relation to the drawings.
- D. The Assistant County Executive Officer/EDA, or a designated assistant, shall represent the County initially in any informal discussions or conferences with the Architect preliminary to or not requiring the action of the County's governing body, unless the County shall designate some other person or persons for that purpose. A written summary of conclusions reached at any such conference may be required of the Architect by the County's representative.
- E. This agreement shall not be assignable by the Architect as to any rights or duties thereunder without the prior written consent of the County, and any assignment attempted in violation of this provision, or any involuntary assignment, shall give the County 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.
- F. Any notice or communication under this agreement shall be transmitted to the Assistant County Executive Officer/EDA or a designated assistant and to the Architect at the address shown under their signature, subject to change at any time by written notice from either party to the other.
- G. 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 County.
- H. 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 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. 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 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.
- J. 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 County 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.
- K. Notwithstanding anything in this Agreement, the Architect, including the Architect's subconsultants, if any, shall not be responsible hereunder for any delay, default or nonperformance of this Agreement, if and to the extent that such delay, default or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, terrorist activity, sabotage, flood, epidemic, act of government authority in its sovereign capacity, labor, material, equipment or supply shortage, or any other cause beyond the reasonable control of such party.

IN WITNESS HEREOF, the parties hereto have executed this agreement on
MAR 16 2010

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL

Chris Walker
Deputy Director
Design & Construction Division
~~Facilities Management~~ Economic Development Agency
Address: 3133 Mission Inn Ave.
Riverside, CA 92507

ATTEST:
~~Nancy Romero~~ Kecia Harper-Them
Clerk of the Board

By Karensuta
Deputy

(SEAL)

FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis DATE

OWNER
COUNTY OF RIVERSIDE

Marion Ashley
Chairperson, Board of Supervisors
MARION ASHLEY

ARCHITECT
Ruhnau Ruhnau Clarke.

By [Signature]

Title Principal

By _____

Title _____

Address _____

Phone No. 951.684.4664

Dated 7.2.09

March 14, 2008

Exhibit A

FACILITIES MGT.
DESIGN & CONSTRUCTION

Ruhnau Ruhnau Clarke

Mr. Rizaldy Baluyot
Project Manager
County of Riverside
Facilities Management
3133 Mission Inn Avenue
Riverside, CA 92507

2008 MAR 26 PM 3:40

Re: Fire Administration Building Architectural Services

Dear Rizaldy,

Per your request, we are pleased to provide a proposal for limited schematic design services for the referenced project. As discussed the not-to-exceed amount for these services would be \$125,000. As you know the program for the project includes just over 102,000 square feet of office space and an additional +67,000 square feet of service center and maintenance facility space. While we do not know the complete detail of the project at this time, we would estimate the office portion of the project to be just over \$28,000,000 with the other portion of the buildings at approximately \$15,000,000 and an additional \$8,000,000 for the project site work for a preliminary amount of \$51,000,000. Based on this size of a project, the normal fee would be in the range of 5.7% of construction cost or \$2,900,000. The schematic fees of 10% of this amount would normally be \$290,000.

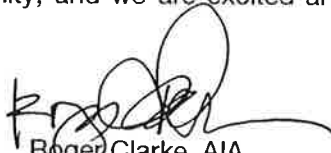
In light of the County budget constraints and in an effort to move the project forward we would propose to complete a modified schematic design process which would create the schematic floor plans, a site master plan and elevation studies for the project for the reduced amount available of \$125,000. This would include verification of the program, working with the County Fire Department to review all adjacencies, design information and requirements for the facility. We would not include work by our consultants other than broad brush information to determine utility locations. We would not have schematic electrical, mechanical, or structural drawings as a part of this package. We would provide a preliminary cost estimate for review and approval.

Also as discussed in the interview, we had proposed to provide a 3-dimensional fly through of the final design. This cost for this size of facility is in the neighborhood of \$25,000. We would propose to create the fly through and bill it at this time as a reimbursable cost. At the time that the full contract is executed and the project moves forward with full design services, 100% of this amount would be credited back against the design fees at that time.

We have also attached a proposal for the topographic survey services for the entire site which you requested to be done as a reimbursable for the project. That fee is \$18,500 for the services as outlined on the request for proposal letter which is attached to Epic's proposal. We highly recommend this engineer and believe the cost to be extremely fair and competitive.

Please advise as to how you would like to proceed, and don't hesitate to call me if you have any questions or concerns. Thank you for the opportunity, and we are excited and ready to begin the work immediately upon direction to do so.

Respectfully submitted,



Roger Clarke, AIA
Principal

Cc: David Ruhnau, AIA
Cathy Obrigawitch, RRC
File 9-99-99