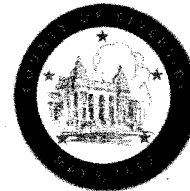


**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE
REDEVELOPMENT AGENCY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

961 C



FROM: Redevelopment Agency

SUBMITTAL DATE:
November 23, 2010

SUBJECT: Proposed Mead Valley Community Center Renovation Project – Consulting Services Agreement

RECOMMENDED MOTION: That the Board of Directors:

1. Make the following findings pursuant to Section 33445 of the Health and Safety Code:
 - a. The construction of the proposed Mead Valley Community Center Renovation Project will benefit the Mead Valley Sub-Area of the I-215 Corridor Redevelopment Project Area by helping to eliminate blight within the project area by enhancing community services;
 - b. No other reasonable means of financing the project are available to the community due to the fact that the current economic crisis has substantially reduced the community's revenues to fund the project;

(Continued)

[Signature]

Robert Field
Executive Director
By Lisa Brandl, Deputy Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 1,303,920	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: Yes

SOURCE OF FUNDS: I-215 Corridor Redevelopment Project Area Capital Improvement Funds – Mead Valley Sub-Area	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *[Signature]*
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY

On motion of Supervisor Stone, seconded by Supervisor Benoit 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: December 14, 2010
xc: RDA, EDA, Auditor

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

(Comp. item 3.28)

Prev. Agn. Ref.: 4.1, 8/31/10

District: 1

Agenda Number:

4.10

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY: *[Signature]* 12/21/10
Department of Finance
FORM APPROVED COUNTY COUNCIL
11/29/10
BY: *[Signature]* MARSHAL VICTOR

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

RECOMMENDED MOTION: (Continued)

- c. The payment of funds for the cost of the project is consistent with the Implementation Plan for the Project Area and is necessary to effectuate the purpose of the project area's Redevelopment Plan which calls for construction of library facilities;
2. Approve and authorize the Chairman to execute the attached consulting services agreement in the amount of \$1,303,920 between the Redevelopment Agency for the County of Riverside and TKE Engineering and Planning, for the design of the Mead Valley Community Center Renovation Project; and
3. Delegate authority to the Executive Director of the Redevelopment Agency, or designee, for amendments up to 10% of the total contract amount.

BACKGROUND:

The Redevelopment Agency is proposing to renovate the existing 5.42-acre community center property that will include an adjacent 1.44-acre property to the easterly side totaling 6.86 acres. The existing community center is located at 21091 Rider Street located between Brown Street and Lee Street in the unincorporated community of Mead Valley. The proposed project involves the demolition of the existing facilities and the design and construction of a new full service community center facility consisting of approximately 30,000 square feet. The full scope of construction includes the demolition of the existing facilities and construction of child care classrooms, community room, senior center, medical/dental clinic, kitchen, multi-purpose recreational field, basketball court, community garden, tot-lot, parking lot, landscaping, and off-site street and sewer infrastructure improvements.

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

A Request for Qualifications (RFQ) for design services was released on June 21, 2010, and proposals were due on July 15, 2010. The Agency received 22 proposals and after a thorough review of each consultants experience and knowledge, references, fees, and schedule, the Agency selected TKE Engineering and Planning.

Agency staff recommends that the Board make the aforementioned findings, consent to the payments of the Redevelopment funds for the project, and approve the agreements so the Redevelopment Agency may proceed with engineering and design of the improvements.

Attachments:

Summary Report

Proof of Publication for Public Hearing

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

**CONSULTING SERVICES AGREEMENT
BY AND BETWEEN THE REDEVELOPMENT AGENCY**

FOR THE COUNTY OF RIVERSIDE

**AND TKE ENGINEERING AND PLANNING FOR THE MEAD VALLEY COMMUNITY
CENTER RENOVATION PROJECT**

THIS AGREEMENT is made and entered into this 14TH day of DECEMBER, 2010,
by and between the REDEVELOPMENT AGENCY FOR THE COUNTY OF
RIVERSIDE, a public body corporate politic in the State of California, herein referred to
as "AGENCY," and TKE ENGINEERING AND PLANNING, a Professional Corporation
under the laws of the State of California, herein referred to as "CONSULTANT,"
mutually agree as follows:

RECITALS

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

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

WHEREAS, the PROJECT AREA was adopted in order to eliminate blight and
revitalize the substandard physical and economic conditions that exist within the
PROJECT AREA; and

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

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

WHEREAS, pursuant to CRL 33020(a) of the California Community

1 Redevelopment Law, "redevelopment" means to conduct planning, development, and
2 re-planning of all or part of a survey area as may be appropriate and necessary in the
3 interest of general welfare, including recreational and other facilities incidental or
4 appurtenant to them; and

5 **WHEREAS**, the proposed services provided in this Agreement will benefit the
6 PROJECT AREA by eliminating blight and revitalizing the substandard physical and
7 economic conditions to implement the PLAN; and

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

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

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

13 I. **DESCRIPTION:** CONSULTANT shall render design and engineering services to
14 AGENCY for all identified phases of the PROJECT for which AGENCY shall pay
15 CONSULTANT, as hereinafter provided, with relation to the design and
16 construction of the improvements, herein referred to as "PROJECT," described
17 and generally located as follows: Mead Valley Community Center Renovation
18 Project, in the unincorporated community of Mead Valley, Riverside County, CA.

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

24 III. **CONSULTANT'S SERVICES:** CONSULTANT shall render the following
25 services and related services as listed on the schedule in Exhibit "A".

26 A. **PRELIMINARY DESIGN PHASE:** The AGENCY shall provide the
27 CONSULTANT Design Team with available record data for the site, however,
28 CONSULTANT shall take initiative to research other AGENCY plan files and

1 obtain prints of relevant documents for any additional site information as needed.
2 The CONSULTANT Design Team shall meet with various County departments
3 and stakeholders as necessary to gather relevant input regarding the PROJECT.
4 Prepare a program addressing all civil, landscape, and architectural, structural,
5 mechanical, and electrical requirements. Furnish the Project Manager necessary
6 documents and information for the AGENCY to use in the processing of the
7 Project's Environmental review in compliance with the California Environmental
8 Quality Act (CEQA). Prepare site survey and geotechnical investigation report.

9 **1. COMMUNITY MEETINGS:**

10 CONSULTANT design team shall attend up to three community meetings and
11 present the design vision of the Agency.

12 **B. LEED CERTIFICATION AND DOCUMENTATION:**

13 Prepare design and documentation during the Pre-Design, Schematic Design,
14 Design Development, and Construction Document Phase to achieve LEED
15 Certified by the US Green Building Council (USGBC) in accordance with LEED
16 for New Construction 2009 Rating System. Assist in the selection of a
17 commissioning agent at the beginning of the PROJECT that is acceptable to
18 AGENCY and CONSULTANT. Facilitate a Sustainability Design
19 Workshop/LEED Charrette session for the PROJECT with stakeholders,
20 AGENCY and consultants to focus on the sustainability design process, the
21 LEED system, and to identify the sustainability goals for the PROJECT. Provide
22 a Summary Report on the outcome of the LEED Charrette session. Coordinate
23 LEED certification requirements with consultants. AGENCY will prepare along
24 with the LEED Commissioning Agent (CxA) the Owner's PROJECT
25 Requirements (OPR) and the Basis of Design (BOD) submittal. Upload the
26 documentation and exhibits required to LEED certification to the USGBC
27 website.

28 **C. SCHEMATIC DESIGN PHASE:**

1 Coordinate the functional and circulation aspects of the floor plan. Prepare a
2 schematic floor plan for review and approval. Coordinate a preliminary site plan
3 with the Civil Engineer and Landscape Architect. Prepare 3 Schematic
4 Designs, consisting of, but not limited to, the following for the Agency
5 acceptance: topographic and boundary survey, site grading, paving and
6 drainage, sewer and water (initial review), off-site improvements, landscape, tot-
7 lot, architectural, structural (initial review), mechanical/plumbing (initial review),
8 electrical (initial review), kitchen (initial review), floor plans, elevations, cross-
9 sections.

10 **1. OPINION OF COST:**

11 Prepare and submit for review, a written itemized Project Construction Cost
12 Estimate.

13 **2. REVISED SCHEMATIC DOCUMENTS:**

14 CONSULTANT shall revise the Schematic Documents until an acceptable design
15 concept has been accepted by the AGENCY. Submit five sets of final Schematic
16 Documents to Project Manager for final review and acceptance.

17 **3. THREE-DIMENSIONAL RENDERING:**

18 A computer generated rendering model of the proposed facility with the final
19 design shall be rendered with applicable images, shown two-dimensionally, with
20 three copies of the final composite image, and digital format on a CD.

21 **4. SCHEMATIC INTERIOR DESIGN:**

22 Prepare and submit for agency approval a list of movable furniture, panel
23 systems, accessories and other articles for reference.

24 **5. PROJECT SCHEDULE:**

25 CONSULTANT shall review Project schedule throughout the Project to insure
26 that the Project is progressing as anticipated.

27 **6. STATUS REPORT:**

28 CONSULTANT shall prepare monthly status reports which shall be submitted

with invoicing.

D. **DESIGN DEVELOPMENT PHASE:** Establish the final design for all architectural systems and coordinate with our consultant team. Establish the final design for the structural system. Establish the final design for mechanical and plumbing systems. Establish the final design for electrical systems. Establish the landscape design requirements. Establish the civil engineering requirements. Coordinate the final design of the site improvements. Upon approval, review the Design Development drawings with the various agencies having jurisdiction and make modifications as required. Prepare a statement of probable construction cost at the completion of the design development phase. Submit Design Development documents to CxA for review.

1. REVISED OPINION OF COST:

Prepare and submit for acceptance a written, Itemized Project Construction Cost Estimate listing material, labor and total costs based on the Design Development Documents.

2. REVISE DESIGN DEVELOPMENT:

Submit five sets of final Design Development Documents to Project Manager for final review and acceptance.

3. PROJECT SCHEDULE:

CONSULTANT shall review Project schedule throughout the Project to insure that the Project is progressing as anticipated.

4. STATUS REPORTS:

CONSULTANT shall prepare monthly status reports which shall be submitted with invoicing.

E. **CONSTRUCTION DOCUMENT PHASE:** After acceptance of Design Development Documents and Project Construction Cost Estimate and upon receipt of written authorization from the Project Manager to proceed with the preparation of Construction Documents.

1 **1. P.S. &E. DOCUMENTS:**

2 Prepare from accepted Design Development Documents, Construction
3 Documents consisting of working drawings and specifications and such standard
4 documents and special requirements as may be furnished by the Agency that set
5 forth in detail the requirements for construction of the entire Project.

6 **2. (100 %) CONSTRUCTION DOCUMENTS:**

7 CONSULTANT will submit for final review and acceptance to the Agency, after
8 obtaining approvals from regulatory agencies having jurisdiction over the Project,
9 five sets of Construction Documents consisting of working drawings and
10 specifications at the One Hundred (100) percent point of completion.

11 **3. PERMITTING AND CODE REVIEW:**

12 Prepare and process Construction Documents through the AGENCY and other
13 county departments and regulatory agencies for review and approval.
14 Construction Documents will be in full compliance with all applicable building
15 codes, ordinances and other regulatory requirements in force at the time of
16 Contract award.

17 **4. DOCUMENT SUBMITTAL:**

18 Prepare Construction Documents in such detail as may be required to obtain
19 competitive bidding for the entire Project or any division of work. Furnish the
20 Agency at no additional expense one (1) complete set of the bid drawings and
21 specifications. The bid drawings shall be on reproducible bond with the
22 architect's/engineer's professional stamp and signature and two (2) compact disc
23 – recordable (CD-R) copies. File format shall be completed AutoCAD file format.
24 The specifications shall be submitted as a reproducible hard copy and a recorded
25 copy on a separate CD-R completed in Microsoft Word.

26 **5. FINAL PROJECT CONSTRUCTION COST ESTIMATE:**

27 Prepare and submit to the Agency for approval a written final Project
28 Construction Cost Estimate upon 100 percent completion of Construction

Documents. The Project Construction Cost Estimate shall be itemized including estimates for alternate bid items, in conformance with the form of proposal intended for bidding purposes. In the event that bids are not solicited within 100 calendar days after the date CONSULTANT submits 100 percent complete construction documents and final project construction cost estimate to the Project Manager, the CONSULTANT shall upon written direction by the Project Manager revise his final Project Construction Cost Estimate so as to reflect any changes in price due to increase or decrease in construction costs.

6. FINAL P.S. &E.:

Upon written approval by Project Manager of a final approved set of drawings, and final draft, of specifications including all corrections required by AGENCY and other county departments and regulatory agencies, provide to the Project Manager completed tracings and a complete set of typed specifications on reproducible masters. Reproduction of these documents will be by the AGENCY.

7. PROJECT SCHEDULE:

CONSULTANT shall review PROJECT schedule throughout the PROJECT to insure that the PROJECT is progressing as anticipated.

8. STATUS REPORT:

CONSULTANT shall prepare monthly status reports which shall be submitted with invoicing.

F. BIDDING PERIOD: Upon solicitation of bids by the AGENCY, Architect shall:

1. PRE-BID MEETING: Attend the Pre-Bid meeting as scheduled by the AGENCY.

2. BIDDING DOCUMENTS: Prepare addenda and clarification documents, interpret Construction Documents and assist the AGENCY as required. The addenda drawings shall be on reproducible bond with the architect's/engineer's professional stamp and signature and a recorded copy on a CD-R. File format

shall be completed with AutoCAD software (.dwg file format). The clarification documents shall be submitted as a reproducible hard copy and a recorded copy on CD-R completed in Microsoft Word.

3. STATUS REPORTS: TKE shall prepare monthly status reports which shall be submitted with invoicing.

G. CONSTRUCTION OBSERVATION:

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

1. SITE VISITS:

Make periodic visits (normally weekly) to the Project to review and advise the Project Manager on the progress of the work, the character, scope and detail of construction, the quantity and quality of materials and equipment, and the standard of workmanship conform to prepare minutes of such Project meetings and forward to the Project Manager for distribution by the Project Manager following each weekly site visit.

2. CONTRACTOR INVOICE REVIEW:

1 Assist the Project Manager in reviewing and approving all contractor pay
2 requests.

3 **3. SUBMITTAL REVIEWS:**

4 Review and advise the Project Manager as to the acceptability of schedules,
5 shop drawings, laboratory reports, samples, fabrication, erection, and setting
6 drawings, wiring and control diagrams, schedules, list of materials, and
7 equipment and other descriptive data pertaining to materials, equipment or
8 methods of construction.

9 **4. FINAL INSPECTION:**

10 Participate in the final inspection of the Project, write punch list, and advise the
11 Project Manager as to the acceptability of work performed by the construction
12 contractor.

13 **5. FINAL AS-BUILT:**

14 Promptly after recording the Notice of Completion by the AGENCY, furnish the
15 AGENCY, at no additional expense to the AGENCY, one (1) complete set of
16 bond reproductions of the as –built drawings and a recorded copy on a compact
17 disc – recordable (CD-R). File format shall be completed in AutoCAD software
18 (.dwg File format). The reproducible transparencies and CD-R will be the final
19 as-built drawings and specifications including such revisions that may have been
20 made in the course of construction as represented in documentation provide to
21 the CONSULTANT or as known by the CONSULTANT. Revisions or changes
22 shall be properly annotated on the reproducible sheets and cross-referenced.
23 Each sheet shall be prominently noted "Record Drawing". Information on
24 reproducible drawings shall not be delegated by the CONSULTANT to the
25 construction contractor or any other reason.

26 **6. PROJECT SCHEDULE:**

27 CONSULTANT shall review project schedule throughout the project to insure that
28 the project is progressing as anticipated.

1 **7. STATUS REPORT:**

2 CONSULTANT shall prepare monthly status reports which shall be submitted
3 with invoicing.

4 **H. EXTRA WORK:**

5 Extra work shall be performed only when requested or approved by AGENCY in
6 writing, after written notice from CONSULTANT as to the estimated cost thereof.

7 Extra work shall include, but not be limited to:

- 8 a. Prepare planning surveys and special analyses of AGENCY's
9 needs, In addition to the base requirements of the contract, to
10 clarify requirements of the PROJECT when requested by AGENCY.
- 11 b. Prepare measured drawings of existing construction when required
12 for planning additions or alterations thereto.
- 13 c. Revising previously approved drawings or specifications to
14 accomplish changes ordered by AGENCY.
- 15 d. Consultation concerning replacement of any work damaged by fire
16 or other cause during construction and furnishing professional
17 services as may be required in connection with the replacement of
18 such work.
- 19 e. Arranging for the work to proceed should the contractor default due
20 to delinquency or insolvency.
- 21 f. Providing contract administration and observation of construction
22 should the original construction contract time stated in Exhibit "A"
23 be exceeded through no fault of the CONSULTANT.
- 24 g. Conducting an observation of the project prior to expiration of the
25 guarantee period and reporting observed discrepancies under
26 guarantees provided by the construction contract, if requested by
27 the owner.
- 28 h. Preparing drawings and/or specifications for correction of defects of

1 construction discovered after completion, or letting contracts or
2 observation of construction thereunder, preparing for or
3 participating in litigation arising out of the construction contract or
4 defects of construction, whether before or after completion, or the
5 enforcement of guarantees or warranties.

- 6 i. Preparation of drawing for remodeling of existing facilities, if
7 applicable.

8 I. **GUARANTY PERIOD:** Consult with the AGENCY's representatives and assist
9 AGENCY in negotiations with contractors and subcontractors with reference to
10 remedying defects of construction or unsatisfactory operation of the complete
11 project or any of its parts, for a period of one year after acceptance of the project.

12 J. **TIME OF PERFORMANCE:** CONSULTANT agrees it will diligently and
13 responsibly pursue the performance of the services required of it by this
14 Agreement and will deliver the construction contract documents suitable for
15 bidding within nine (9) months of execution of this Agreement by all parties
16 thereto unless extended upon mutual agreement or due to events beyond the
17 direct control of CONSULTANT.

18 **IV. CONSULTANT'S COMPENSATION.**

19 **A. Determination of Amount**

- 20 1. For the services hereinabove required AGENCY shall pay to
21 CONSULTANT, in the manner hereinafter provided, a fee of One
22 Million, Three Hundred Three Thousand, Nine Hundred Twenty
23 dollars (\$1,303,920) and shall be paid as provided in paragraph IV,
24 C, Payment.
- 25 2. If the accepted bid amount is higher or lower than the construction
26 cost established prior to bidding, CONSULTANT's fee will not be
27 changed, except for increases in scope of work which will be
28 compensated per terms outlined below in IV, B, Additional

Services.

3. Authorized reimbursable expenses shall be paid at CONSULTANT's cost, plus 10%. Authorized reimbursable expenses are as follows, and shall not exceed Seventeen Thousand, Two-Hundred Thirty dollars (\$17,230).

a. Expenses for travel outside the Riverside County provided however, that such travel is authorized in advance by AGENCY.

b. Expenses for postage of drawings and specifications.

c. Direct cost of models, renderings, prints, photographs or other reproduction authorized by AGENCY.

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

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

provisions of said Chapter 1 and will comply with them.

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

B. Additional Services:

1. Payments for Extra Work as authorized by AGENCY in accordance with AGENCY policy, and shall be made upon acceptance of said services by the Executive Director and in accordance with one of the following as determined by the Executive Director:
 - a. By negotiation between AGENCY and CONSULTANT.
 - b. Per CONSULTANT's and CONSULTANT's subconsultants' hourly rate schedules attached as Exhibit C incorporated herein and by this reference made part hereof to this Agreement.
 - c. Agency's Executive Director is authorized to approve and execute amendments for additional services up to 10% of the total contract amount.
2. CONSULTANT shall not be entitled to additional fee for deductive change orders nor shall his fee be reduced due to deductive change orders.

1 3. The compensation herein provided shall be full payment to
2 CONSULTANT for all services rendered by him and all persons
3 engaged or employed by him in the performance of this Agreement,
4 and no additional payment or reimbursement shall be made
5 therefore or for any travel or other expenses incurred by
6 CONSULTANT or such persons, except as may be specifically
7 provided in writing between the parties.

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

10 **C. Payment.**

11 1. AGENCY shall pay CONSULTANT, upon his itemized statement
12 (with backup documentation upon request), for completed and
13 approved services under this Agreement in the various phases
14 (See Exhibit "B").

15 **Basic Services**

16 Pre- Design Phase	\$39,160
17 Schematic Design Phase	\$256,130
18 Design Development Phase	\$360,720
19 Construction Documents Phase	\$423,280
20 Permit/Bidding	\$20,720
21 Construction Observation	\$186,680
22 <u>Reimbursables</u>	<u>\$17,230</u>
23 TOTAL	\$1,303,920

24
25 **Pre-Design Phase**

26 Programming	\$6,600
27 Environmental CEQA Support	\$3,560
28 Leads and Asbestos Report	\$4,040

1	Future Needs Assessment	\$4,520
2	Project Schedule	\$960
3	Soils Report	\$9,140
4	LEED Coordination w/ County's LEED AP	\$6,260
5	<u>Community Meetings--(3 total)</u>	<u>\$4,080</u>
6	Subtotal	\$39,160
7		
8	<u>Schematic Design Phase</u>	
9	Topographic Survey	\$37,920
10	Site Grading, Paving and Drainage	\$25,980
11	Sewer and Water	\$2,880
12	Off Site Improvements	\$22,040
13	Landscape	\$5,440
14	Tot-Lot	\$4,560
15	<u>Architectural</u>	
16	Structural (internal review)	\$3,020
17	Mechanical/Plumbing (internal review)	\$2,820
18	Electrical (internal review)	\$3,140
19	Kitchen Designer (internal review)	\$2,740
20	Floor Plan	\$19,550
21	Elevations	\$19,550
22	Cross Sections	\$19,550
23	Schematic opinion of construction Cost	\$15,230
24	Revised Schematic Documents	\$15,390
25	Three-dimensional Rendering	\$13,680
26	Schematic Interior Design	\$19,840
27	LEED Coordination w/ County's LEED AP	\$18,080
28	Project Schedule	\$2,360

1	<u>Status Report</u>	\$2,360
2	Subtotal	\$256,130
3		
4	<u>Design Development Phase</u>	
5	Demolition Plan	\$5,600
6	Site Grading	\$23,080
7	Paving	\$23,720
8	Drainage	\$7,520
9	Striping	\$3,320
10	Utility Research	\$3,320
11	WQMP/SWPPP	\$4,200
12	Erosion Control	\$3,320
13	Sewer and Water	\$5,080
14	Off Site Improvements	\$22,040
15	Landscape Plan	\$12,040
16	Tot-Lot	\$5,440
17	Irrigation Plan	\$27,440
18	<u>Architectural</u>	
19	Structural	\$14,490
20	Mechanical/Plumbing	\$15,940
21	Electrical	\$23,940
22	Kitchen Designer	\$6,490
23	Floor Plan	\$27,800
24	Elevations	\$27,800
25	Cross Sections	\$27,800
26	Outline Specifications	\$15,000
27	Revised Opinion of Construction Cost	\$12,480
28	Interior Design	\$16,940

1	Revised Design Development Review	\$3,120
2	LEED Coordination w/ County's LEED AP	\$18,080
3	Project Schedule	\$2,360
4	Status Report	\$2,360
5	Subtotal	\$360,720
6		
7		
8	<u>Construction Document Phase</u>	
9	Demolition Plan	\$6,300
10	Site Grading	\$28,680
11	Paving	\$24,820
12	Drainage	\$9,600
13	Striping	\$3,320
14	Final On and Off Site Hydrology Drainage Report	\$14,520
15	WQMP/SWPPP	\$4,200
16	Erosion Control	\$3,320
17	Sewer and Water	\$5,080
18	Off Site Improvements	\$22,040
19	Landscape Plan	\$15,160
20	Tot-Lot	\$7,520
21	Irrigation Plan	\$30,560
22	<u>Architectural</u>	
23	Structural	\$16,710
24	Mechanical/Plumbing	\$17,540
25	Electrical	\$24,340
26	Kitchen Designer	\$6,490
27	Floor Plan	\$27,800
28	Elevations	\$27,800

1	Cross Sections	\$27,800
2	Specifications	\$33,880
3	Interior Design	\$16,940
4	Construction Review Documents	\$2,040
5	Code Review	\$11,740
6	Document Submittal	\$1,040
7	Final Opinion of Construction Cost	\$9,840
8	Final P.S.&E. Approved Set	\$520
9	LEED Coordination w/ County's LEED AP	\$20,000
10	Project Schedule	\$1,840
11	<u>Status Report</u>	<u>\$1,840</u>
12	Subtotal	\$423,280
13	DESIGN TOTAL FEES	\$1,079,290
14		
15	<u>Bidding Period</u>	
16	Pre-bid Meeting	\$3,080
17	Addenda and Clarification (RFI's)	\$14,680
18	<u>Status Reports</u>	<u>\$2,960</u>
19	Subtotal	\$20,720
20		
21	<u>Construction Observation</u>	
22	Interpret Contract Documents (RFI's)	\$33,040
23	Site Visits (12 month period weekly)	\$66,100
24	Contractors Invoice Reviews	\$4,440
25	Submittal Reviews	\$23,120
26	Final Inspection	\$5,280
27	Final As-Built	\$20,740
28	LEED Coordination w/ County's LEED AP	\$20,920

1	Project Schedule	\$6,520
2	<u>Status Report</u>	\$6,520
3	Subtotal	\$186,680
4	BIDDING/CONSTRUCTION OBSERVATION FEES	\$207,400

5
6 Invoiced upon acceptance and approval of the following:

7 Punch list development and monitoring of completion of
8 punch list items; collection of warranties; collection of
9 operation and maintenance manuals; equipment
10 commissioning; operations and security walk through; staff
11 instructions/training (if desired); and preparation of record
12 drawings (As-Built).

13
14 For extra work authorized by Agency, the compensation
15 shall be payable during the month following that in which the
16 work was performed and approved by AGENCY unless other
17 specific methods of payment have been agreed upon
18 between the parties.

- 19 2. AGENCY agrees that timely payment is a material part of the
20 consideration of this Agreement. AGENCY shall review submitted
21 invoices and within Fifteen (15) calendar days of receipt notify
22 CONSULTANT in writing of questions or disputed amounts. Within
23 thirty (30) calendar days from the day AGENCY receives an
24 invoice, AGENCY shall make payment of all amounts due, which
25 have not been previously identified as a disputed amount and
26 remain unresolved.

27 **V. DUTIES OF CONSULTANT**

- 28 A. Upon execution hereof, CONSULTANT shall proceed with the work in

1 accordance with Exhibit "A," each phase shall be approved by AGENCY
2 and a Notice to Proceed issued prior to commencing subsequent phases.

3 B. CONSULTANT's work on each phase shall be performed in such manner
4 and form as will to the extent within the control of CONSULTANT receive
5 approval of any local, state or federal agency having jurisdiction to
6 approve the same, and shall furnish all engineering information and data
7 necessary to meet the requirements of such agency or agencies in order
8 to secure approval to construct the PROJECT or for financial aid in
9 connection therewith, if requested to do so by AGENCY. However,
10 CONSULTANT shall not be required to sign any documents, no matter by
11 who requested that would result in CONSULTANT having to certify,
12 guarantee or warrant the existence of conditions whose existence
13 CONSULTANT cannot ascertain.

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

24 D. CONSULTANT shall obtain, employ or engage all engineers,
25 CONSULTANTS or other individuals or firm necessary to enable him to
26 perform the services specified in this Agreement through all phases of the
27 PROJECT and shall be responsible for their compensation, including, but
28 not limited to geotechnical engineer.

- 1 E. CONSULTANT shall deal directly with the duly appointed Project Manager
2 from AGENCY in all matters pertaining to the PROJECT construction.

3 **VI. DUTIES OF THE AGENCY.**

- 4 A. AGENCY shall make available to CONSULTANT all information in
5 AGENCY'S possession which may be requested in order to perform the
6 services required of him under this Agreement. CONSULTANT shall
7 advise AGENCY of any known errors, inconsistencies, or problems they
8 may observe in such information.
- 9 B. AGENCY shall pay all fees required by any state or federal agencies for
10 filing and checking any of the work of CONSULTANT or sub-consultants.
11 AGENCY shall also pay such fees as shall be necessary to secure
12 building and related permits for the work from governmental agencies.
- 13 C. AGENCY shall promptly consider and act upon such written requests or
14 recommendations of CONSULTANT as may be necessary to proceed with
15 the progress of construction.
- 16 D. AGENCY agrees that the General Contractor is solely responsible for
17 jobsite safety and warrants that this intent shall be made evident in the
18 agreement between AGENCY and the General Contractor.

19 **VII. DOCUMENTS.**

- 20 A. AGENCY acknowledges that CONSULTANT's reports, drawings,
21 specifications, field data, field notes, laboratory test data, calculations,
22 estimates and other similar documents are instruments of professional
23 service, not products. Although ownership of such documents normally is
24 retained by CONSULTANT, they nonetheless shall in this instance
25 become upon their creation the property of AGENCY whether the
26 PROJECT is constructed or not, provided, however, that this provision
27 shall not be interpreted as a waiver by CONSULTANT of any claims for
28 compensation under Section III.G. (Extra Work) or Section IV.

(CONSULTANT's COMPENSATION). AGENCY may use the design documents and the designs depicted in them without CONSULTANT's consent in connection with the PROJECT or other AGENCY projects, including, without limitation, future additions, alterations, connections, repairs, information, reference, use or occupancy of the PROJECT(s). Any reuse of the documents by AGENCY without the written consent of CONSULTANT shall be at AGENCY's sole risk and without liability or legal exposure to CONSULTANT, and AGENCY shall indemnify and hold CONSULTANT harmless from any claims or losses arising out of such use of the design documents by AGENCY.

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

VIII. INSURANCE. Without limiting or diminishing CONSULTANT's obligation to indemnify and hold AGENCY harmless, CONSULTANT 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 CONSULTANT has employees as defined by the State of California, CONSULTANT 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 One Million dollars (\$1,000,000) per person per accident. Policy shall be endorsed to waive subrogation in favor of AGENCY and, if applicable, provide a Borrowed Servant/Alternate Employer

Endorsement.

b. **Commercial General Liability:**

Commercial General Liability insurance coverage including, but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims that arise from or out of CONSULTANT's operations or the performance of its obligations hereunder. Policy shall name, by Policy Endorsement, AGENCY, the County of Riverside, their respective Directors, Officers, Special Districts, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than One Million dollars (\$1,000,000) per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

c. **Vehicle Liability:**

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as

Additional Insureds.

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

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

e. **Professional Liability:**

CONSULTANT shall maintain Professional Liability Insurance providing coverage for performance of work included within this Agreement, with a limit of liability of not less than One Million dollars (\$1,000,000) per claim and Two Million dollars (\$2,000,000) annual aggregate. If CONSULTANT's Professional Liability Insurance is written on a claims-made basis 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, CONSULTANT 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 CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue for as long as allowed by law.

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

(1) Any insurance carrier providing insurance coverage hereunder shall

1 be admitted to the State of California unless waived, in writing, by
2 the County Risk Manager. Carrier(s) shall have an A.M. BEST
3 rating of not less than an A: VIII (A: 8) unless such requirements
4 are waived in writing by the County Risk Manager. If the County's
5 Risk Manager waives a requirement for a particular insurer, such
6 waiver is only valid for that specific insurer and only for one (1)
7 policy term.

8 (2) The CONSULTANT's insurance carrier(s) must declare its
9 insurance self-insured retentions. If such self-insured retentions
10 exceed Five Hundred Thousand dollars (\$500,000) per occurrence,
11 such retentions shall have the prior written consent of the County
12 Risk Manager before the commencement of operations under this
13 Agreement. Upon notification of self-insured retention
14 unacceptable to the AGENCY, and at the election of the
15 AGENCY'S Risk Manager, CONSULTANT's carriers shall either:
16 1) reduce or eliminate such self-insured retention as respects this
17 Agreement with the AGENCY, or 2) procure a bond which
18 guarantees payment of losses and related investigations, claims
19 administration, and defense costs and expenses.

20 (3) CONSULTANT shall cause its insurance carrier(s) to furnish
21 AGENCY with either 1) a properly executed original Certificate(s) of
22 Insurance and certified original copies of Endorsements effecting
23 coverage as required herein, or 2) if requested to do so in writing by
24 AGENCY Risk Manager, provide original Certified copies of policies
25 including all Endorsements and all attachments thereto, showing
26 such insurance is in full force and effect. Further, said
27 Certificates(s) and policies of insurance shall contain the covenant
28 of the insurance carrier(s) that thirty (30) days written notice shall

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

19 (4) It is understood and agreed to by the parties hereto and
20 CONSULTANT's insurance shall be construed as primary
21 insurance, and AGENCY's insurance and/or deductibles and/or
22 self-insured retentions or self-insured programs shall not be
23 construed as contributory.

24 (5) If, during the term of this Agreement or any extension thereof, there
25 is a material change in the scope of services, or there is a material
26 change in the equipment to be used in performance of the scope of
27 work which will add additional exposures (such as the use of
28 aircraft, watercraft, cranes, etc.) or the term of this Agreement,

1 including any extensions thereof, exceeds five (5) years, AGENCY
2 reserves the right to adjust the types of insurance required under
3 this Agreement and the monetary limits of liability for the insurance
4 coverage's currently required herein if in AGENCY Risk Manager's
5 reasonable judgment the amount or type of insurance carried by
6 CONSULTANT has become inadequate.

7 (6) CONSULTANT shall pass down the insurance obligations
8 contained herein to all tiers of subcontractors working under this
9 Agreement.

10 (7) The insurance requirements contained in this Agreement may be
11 met with a program(s) of self-insurance acceptable to AGENCY.

12 (8) CONSULTANT agrees to notify AGENCY of any claim by a third
13 party or any incident or event that may give rise to a claim arising
14 from the performance of this Agreement.

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

27 As respects each and every indemnification herein, CONSULTANT shall
28 defend at its sole expense, all costs and fees including, but not limited to,

1 attorney's fees, cost of investigation, and defense and settlements or awards
2 against the County of Riverside, its agencies, Districts, Special Districts and
3 Departments, their respective directors, officers, Board of Supervisors, elected
4 and appointed officials, employees, agents and representatives.

5 With respect to any action or claim subject to indemnification herein by
6 CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use
7 counsel of their own choice and shall have the right to adjust, settle, or
8 compromise any such action or claim without the prior consent of AGENCY,
9 provided, however, that any such adjustment, settlement or compromise in no
10 manner whatsoever limits or circumscribes CONSULTANT's indemnification to
11 Indemnitees as set forth herein.

12 CONSULTANT's obligation hereunder shall be satisfied when
13 CONSULTANT has provided to Indemnitees the appropriate form of dismissal
14 relieving Indemnitees from any liability for the action or claim involved.

15 The specified insurance limits required in this Agreement shall in no way
16 limit or circumscribe CONSULTANT's obligations to indemnify and hold harmless
17 Indemnitees from third party claims.

18 In the event there is conflict between this clause and California Civil Code
19 Section 2782 and 2782.8, this clause shall be interpreted to comply with Civil
20 Code 2782 and 2782.8. Such interpretation shall not relieve CONSULTANT from
21 indemnifying AGENCY to the fullest extent allowed by law.

22 **X. TERMINATION.**

23 A. The AGENCY shall have the right to terminate this Agreement at any time,
24 with or without cause, or upon election to abandon or indefinitely postpone
25 the PROJECT, upon fourteen (14) days prior written notice. Upon receipt
26 of notice, CONSULTANT shall immediately discontinue work and cancel
27 all outstanding commitments for material, equipment or subcontractors
28 that may be cancelled without undue cost. CONSULTANT shall notify

1 AGENCY of commitments that cannot be cancelled without undue cost,
2 and AGENCY shall have the right to determine the best course of action.
3 Subject to compliance with the foregoing and all other provisions of this
4 Agreement, AGENCY shall pay to CONSULTANT reasonable and proper
5 termination charges which shall not include anticipated profit. AGENCY
6 shall be entitled to all material specifically accumulated for the work and
7 included in the above costs. AGENCY shall further compensate
8 CONSULTANT for actual services performed in accordance with this
9 Agreement, through the date of termination. CONSULTANT shall provide
10 documentation deemed adequate by AGENCY to show the services
11 actually completed and cost incurred by CONSULTANT.

12 B. This Agreement may be terminated by either CONSULTANT or AGENCY
13 upon written notice to the other party in the event of substantial failure of
14 performance by the other party. If the termination is due to the failure of
15 CONSULTANT to fulfill its obligations under this Agreement,
16 CONSULTANT shall be compensated for those services which have been
17 completed and accepted by the AGENCY. In such case, the AGENCY
18 may take over the work and prosecute the same to completion by contract
19 or otherwise. Further, CONSULTANT shall be liable to the AGENCY for
20 any reasonable additional costs incurred by the AGENCY to revise work
21 for which the AGENCY has compensated under this Agreement, but which
22 AGENCY has determined in its sole discretion needs to be revised in
23 whole or in part to complete the Project. Following discontinuance of
24 Services, the AGENCY may arrange for a meeting with CONSULTANT to
25 determine what steps, if any, CONSULTANT can take to adequately fulfill
26 its requirements under this Agreement. In its sole discretion, AGENCY's
27 representative may propose an adjustment to the terms and conditions of
28 this Agreement, including the contract price. Such contract adjustments if

accepted in writing by the parties, shall become binding on CONSULTANT and shall be performed as part of this Agreement. IN the event of termination for cause, unless otherwise agreed to in writing by the parties, this Agreement shall terminate seven (7) days following the date of Notice of Termination was mailed to CONSULTANT.

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

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

XI. MISCELLANEOUS PROVISIONS.

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

B. Unless otherwise required by AGENCY prior to commencement of the work in, the construction documents shall be prepared so that all of the work on the PROJECT will be executed under a single construction contract, but AGENCY may request CONSULTANT to provide for one (1)

1 or more bid alternates whereby a reasonably severable portion or portions
2 of the PROJECT may be bid as additive alternates in the event AGENCY
3 requests that any portion of the work be bid as additive alternates.
4 CONSULTANT shall not be entitled to any extra compensation for such
5 work. If the additive alternates are let as separate construction contracts,
6 AGENCY and CONSULTANT shall agree on the nature and extent thereof
7 and additional services, if any, will be authorized by CONSULTANT in
8 connection therewith.

9 C. CONSULTANT shall consult with AGENCY's legal adviser on legal
10 matters affecting AGENCY in relation to the drawings, specifications and
11 contract documents and the relationship between AGENCY and contractor
12 when requested by AGENCY. CONSULTANT shall submit for AGENCY's
13 legal advisers review, and correction if required, for approval as to legality
14 or form, the contract documents and specifications (but not the drawings
15 in the absence of a request therefore or of any specific legal problem
16 therein), addenda (other than for correction of minor errors or minor
17 omissions in the drawings or specifications), change orders and other
18 documents which may have legal implications or legal consequences to
19 AGENCY. Such documents shall be submitted in time reasonably to
20 permit their review and advice to AGENCY before AGENCY shall act
21 thereon, and in sufficient quantity to permit said legal adviser to retain one
22 (1) copy thereof if he so desires.

23 D. AGENCY's Executive Director or a designated assistant shall represent
24 AGENCY initially in any informal discussions or conferences with
25 CONSULTANT preliminary to or not requiring the action of AGENCY's
26 governing body unless AGENCY shall designate some other person or
27 persons for that purpose. A written summary of conclusions reached at
28 any such conference will be required of CONSULTANT by AGENCY.

1 E. This Agreement shall not be assignable by CONSULTANT as to any rights
2 or duties thereunder without the prior written consent of AGENCY, and
3 any assignment attempted in violation of this provision, or any involuntary
4 assignment, shall give AGENCY cause to terminate and cancel this
5 Agreement the same as for a breach thereof. In other respects this
6 Agreement shall be binding upon and inure to the benefit of the
7 successors and assigns of the respective parties.

8 F. Any notice or communication under this Agreement shall be transmitted to
9 AGENCY's Executive Director or a designated representative and to
10 CONSULTANT at the following address:

11 ///

12 **AGENCY**

13 Erlan Gonzalez, Project Manager
14 Redevelopment Agency
15 for the County of Riverside
16 3403 10th St, Suite 500
17 Riverside, CA 92501
(951) 955-2968
Fax: (951) 955-4890
Email: ergonzalez@rivcoeda.org

CONSULTANT

Jeff Scott, Vice President
Principal of Planning
TKE Engineering & Planning
2305 Chicago Avenue
Riverside, CA 92507
(951) 680-0440
Fax: (951) 680-0490
Email: jscott@tkeengineering.com

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

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

- 22 1. Work performed by CONSULTANT or their consultants to clarify or
23 explain a detail or condition in the drawing and/or specifications, the
24 work will be considered an element of CONSULTANT's services,
25 and no payment for extra services will be made.
- 26 2. For other change orders required by AGENCY, CONSULTANT
27 shall be paid in accordance with the provisions of section for Extra
28 Work for the cost for the services performed, regardless of an

additive or deductive price for the change order.

I. Construction Period Site Visits/Communication:

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

CONSULTANT 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:

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.

K. Hazardous Materials:

It is acknowledged by both parties that CONSULTANT's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event CONSULTANT 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 CONSULTANT's services, CONSULTANT may, at CONSULTANT's option and without liability for consequential or any other damages,

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

5 L. CONSULTANT shall ensure that there shall be no discrimination
6 against or segregation of any person, or group of persons, on account of
7 sex, marital status, race, religion, color, creed, national origin, ancestry,
8 sex, physical condition, or age, in the performance of this Agreement and
9 that CONSULTANT, Contractor, or any person claiming under or through
10 the AGENCY shall not establish or permit any such practice or practices of
11 discrimination or segregation.

12 M. CONSULTANT verifies upon execution of this Agreement,
13 possession of a current and valid license in compliance with any local,
14 State, and Federal laws and regulations relative to the scope of services
15 to be performed under Exhibit A, and that services(s) will be performed by
16 properly trained and licensed staff.

17 N. Any waiver by AGENCY of any breach of any one or more of the
18 terms of this Agreement shall not be construed to be a waiver of any
19 subsequent or other breach of the same or of any other term thereof.
20 Failure on the part of the AGENCY to require exact, full and complete
21 compliance with any terms of this Agreement shall not be construed as in
22 any manner changing the terms hereof, or stopping AGENCY from
23 enforcement thereof.

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

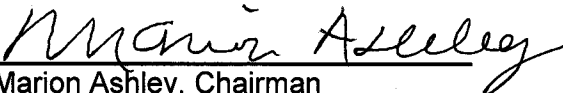
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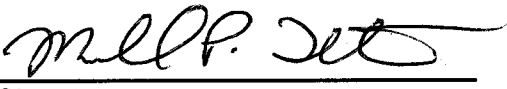
1 **IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on

2 _____
3 (To be filled in by Clerk of the Board)

4
5 **REDEVELOPMENT AGENCY FOR**
6 **THE COUNTY OF RIVERSIDE**

TKE ENGINEERING AND PLANNING

7
8 
9 Marion Ashley, Chairman
Board of Directors


Signature

10
11
12 **ATTEST:**
13 Kecia Harper-Ihem
Clerk of the Board


PRESIDENT
Title

14
15 
16 Deputy

17
18
19 WHEN DOCUMENT IS FULLY EXECUTED RETURN
20 **CLERK'S COPY**
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

21
22 **APPROVED AS TO FORM:**
23 Pamela J. Walls
County Counsel


SIGNATURE

24
25  11/29/10
26 Deputy

VICE PRESIDENT
TITLE

EXHIBIT "A"

PROJECT UNDERSTANDING

The Redevelopment (RDA) Agency for the County of Riverside owns the Mead Valley Community (MVCC) Center, a 5.4 acre site located on Rider Street, approximately 0.1 mile east of the intersection of Clark Street and Rider Street. The site is currently operated by Family Service Association (FSA) and provides a significant amount of beneficial services to the Mead Valley community, including medical and dental services, child care and teaching services, as well as the more traditional recreational and community room services provided at community centers. Additionally, the Mead Valley Municipal Advisory Committee (MAC) has a stake in the property through the senior room providing services for seniors in the area.

The MVCC's existing permanent buildings are aged and do not provide enough capacity to serve the community. Specific areas of site and program improvement requested by stakeholders include:

- Increased storage capacity for all buildings
- Expansion of Community room and associated kitchen facility
- Increased monitoring and site security
- Expansion of computer room and relocation to a more closely monitored area
- Separated facilities for Community Center, Senior Center and Child Center
- Dual-use Soccer and Baseball/Softball facility

The Agency intends to utilize redevelopment funds to hire a consultant to improve the MVCC by:

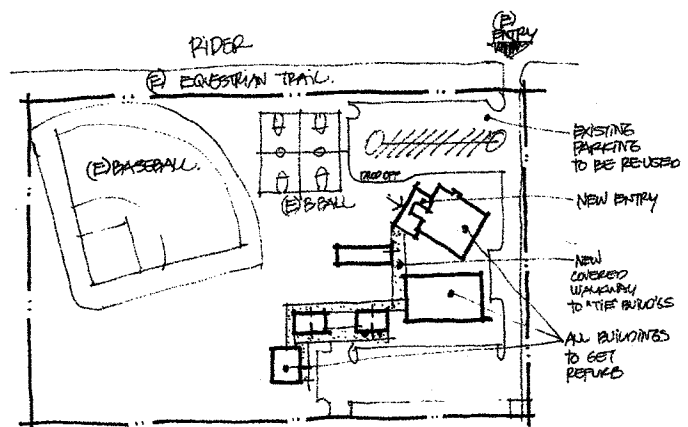
1. Constructing a new Community Center site, while phasing the construction to continue services to the community

Additionally, the project will include extension of sewer facilities to the site. The site is currently on a septic system and part of the proposed project will be to extend sewer facilities from Rider Street near the school to the project site, while investigating the costs of connecting the adjacent properties along the route to the new sewer facility.

Additional Findings

1. Family Services Association Currently Provides the Community with:
 - a. Medical Care
 - b. Dental Care
 - c. Child Care
 - d. Community Rooms
 - e. Recreation Services
 - f. Senior Activities
 - g. Food Bank Services
2. Program Improvements Requested by Stakeholders:
 - a. Increased Storage Capacity
 - b. Expansion of Community Rooms

- c. Expansion of Kitchen Facility (150 - 200 People)
 - d. Expansion of Computer Room
 - e. Recreation Areas Located based on Visual Monitoring/Site Security
 - f. Separate Facilities or Entrances for Community Center, Senior Center, and Child Care
 - g. Dual-Use Soccer and Baseball Fields
 - h. Concerts in the Park
 - i. Separate Vehicular Entrance and Exit
 - j. State of the Art Facility/Green Building
 - k. Facility's own Identity
 - l. Bio-swale Infiltration
 - m. Maintenance Storage Area
3. Existing Site Conditions:
 - a. Existing Facilities are Tired
 - b. Site Contour/Lay of the Land
 - c. Current Septic System
 - d. High Water Table
 - e. Rock Outcropping
 - f. Neighborhood Storm Water Run-off

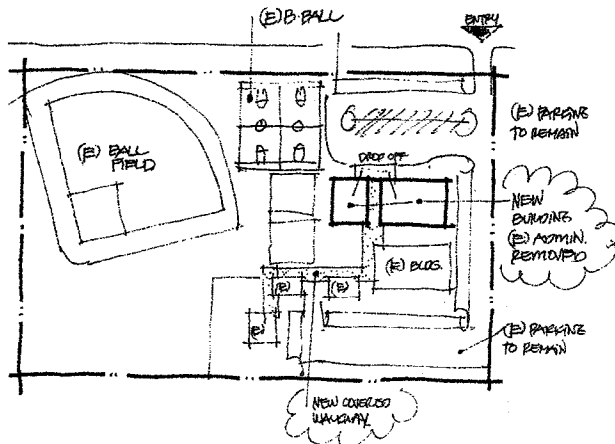


SCOPE OF SERVICES

- I. **Pre-Design Phase:** Upon written authorization by Project Manager to proceed with Pre-Design Services, Architect shall:
 - a. **Finalize Project Requirements:** The Agency shall provide the TKE Design Team with available record data for the site, however, TKE shall take initiative to research other Agency plan files and obtain prints of relevant documents for any additional site information as needed. The TKE Design Team shall meet with various Agency departments as necessary to gather relevant input regarding the project.
 1. Prepare a program addressing all civil, landscape, architectural, structural, mechanical, and electrical requirements.

EXHIBIT "A"

2. Furnish the Project Manager necessary documents and information for the Agency to use in the processing of the Project's Environmental review in compliance with the California Environmental Quality Act ("CEQA")
3. Future needs assessment
4. Project Schedule
5. Geotechnical Soils Report
- b. **LEED Documentation/Coordination:** TKE shall Document the Pre-Design requirements to meet the LEED Silver Certification adopted in the Agency.
- c. **Community Meetings:** TKE design team shall attend up to three community meetings and present the design vision of the Agency

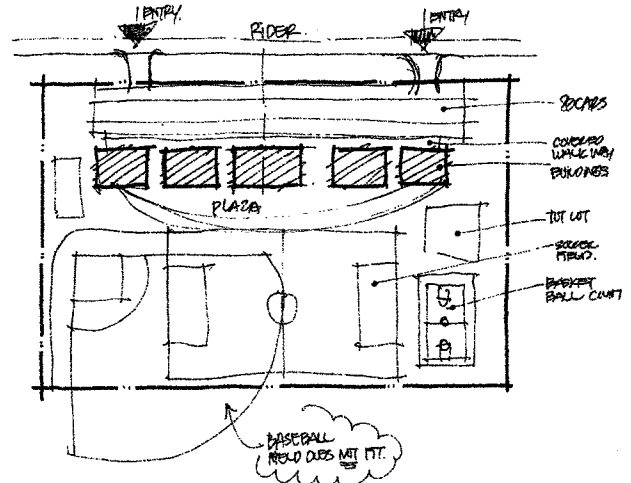


II. Schematic Design Phase: Upon written authorization by Project Manager to proceed with Schematic Design Services, Architect shall:

- a. **Schematic Documents:** In consultation with Project Manager, prepare 3 Schematic Designs, consisting of, but not limited to, the following for the Agency acceptance:
 1. Topographic and Boundary Survey
 2. Site Grading, Paving and Drainage
 3. Sewer and Water (Initial Review)
 4. Off Site Improvements
 5. Landscape
 6. Tot-Lot
 7. Architectural
 8. Structural (Initial Review)
 9. Mechanical/Plumbing (Initial Review)
 10. Electrical (Initial Review)
 11. Kitchen (Initial Review)
 12. Floor plans
 13. Elevations
 14. Cross-Sections
- b. **Opinion of Cost:** Prepare and submit for review, a written itemized Project Construction Cost Estimate.
- c. **Revised Schematic Documents:** TKE shall revise the Schematic Documents until an

acceptable design concept has been accepted by the Project Manager. Submit five sets of final Schematic Documents to Project Manager for final review and acceptance.

- d. **Three-dimensional Rendering:** A computer generated rendering model of the proposed facility with the final design shall be rendered with applicable images, shown two-dimensionally, with three copies of the final composite image, and digital format on a CD.
- e. **Schematic Interior Design:** Prepare and submit for county approval a list of movable furniture, panel systems, accessories and other articles for reference.
- f. **LEED Documentation/Coordination:** TKE shall document the Schematic Design requirements to meet the LEED Silver Certification adopted in the County of Riverside.
- g. **Project Schedule:** TKE shall review project schedule throughout the project to insure that the project is progressing as anticipated.
- h. **Status Report:** TKE shall prepare monthly status reports which shall be submitted with invoicing.



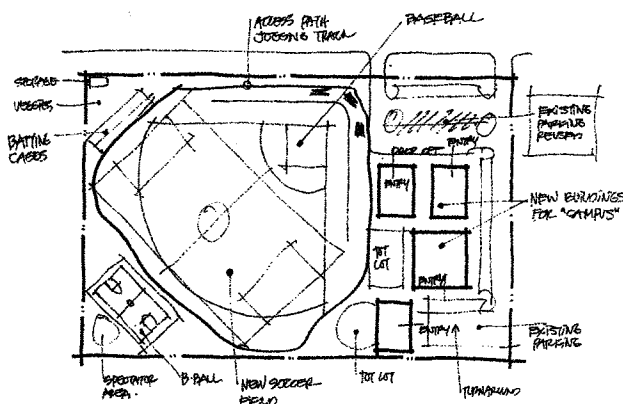
III. Design Development Phase: Upon authorization by the Project Manager to proceed with the Design Development Services, the Architect Shall:

- a. **Design Development Documents:**
 1. Demolition Plan
 2. Site Grading
 3. Paving
 4. Drainage
 5. Striping
 6. Utility Research and Coordination
 7. SWPPP
 8. Erosion Control
 9. Sewer and Water
 10. Off Site Improvements
 11. Landscape
 12. Tot-Lot

EXHIBIT "A"

13. Irrigation
14. Architectural
15. Structural
16. Mechanical/Plumbing
17. Electrical
18. Kitchen Designer
19. Floor Plan
20. Interior Design
21. Elevations
22. Cross-Sections
23. Outline Specifications describing the size, character, and quality of the entire Project in its essentials as to kinds and locations of materials, and type of structural, mechanical, and electrical system.

- b. **Revised Opinion of Cost:** Prepare and submit for acceptance a written, Itemized Project Construction Cost Estimate listing material, labor and total costs based on the Design Development Documents.
- c. **Revise Design Development:** Submit five sets of final Design Development Documents to Project Manager for final review and acceptance.
- d. **LEED Documentation/Coordination:** TKE shall Document the Design Development requirements to meet the LEED Silver Certification adopted in the County of Riverside.
- e. **Project Schedule:** TKE shall review project schedule throughout the project to insure that the project is progressing as anticipated.
- f. **Status Report:** TKE shall prepare monthly status reports which shall be submitted with invoicing.



IV.

Construction Document: After acceptance of Design Development Documents and Project Construction Cost Estimate and upon receipt of written authorization from the Project Manager to proceed with the preparation of Construction Documents, Architect shall:

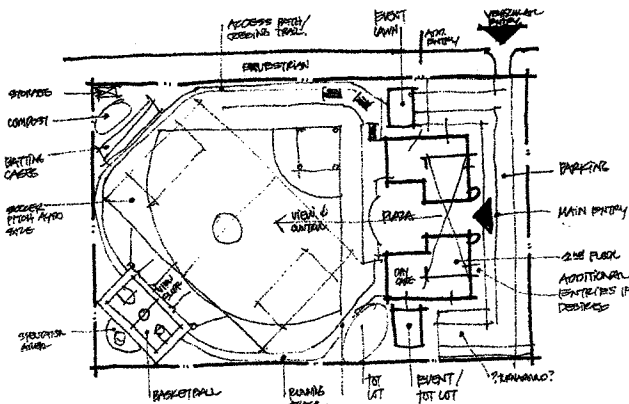
- a. **P.S.&E. Documents:** Prepare from accepted Design Development Documents, Construction

Documents consisting of working drawings and specifications and such standard documents and special requirements as may be furnished by the Agency that set forth in detail the requirements for construction of the entire Project.

1. Demolition
 2. Site Grading
 3. Paving
 4. Drainage
 5. Striping
 6. Drainage Study Report
 7. SWPPP
 8. Sewer and Water
 9. Off Site Improvements
 10. Landscape
 11. Tot-Lot
 12. Irrigation
 13. Architectural
 14. Structural
 15. Mechanical/Plumbing
 16. Electrical
 17. Floor Plan
 18. Interior Design
 19. Elevations
 20. Cross-Sections
 16. Specifications describing the size, character, and quality of the entire Project in its essentials as to kinds and locations of materials, and type of structural, mechanical, and electrical system.
- b. **(100%) Construction Documents:** TKE will submit for final review and acceptance to the Agency, after obtaining all regulatory agencies' approvals, i.e. Building & Safety, Environmental Health, Planning or other required approvals, five sets of Construction Documents consisting of working drawings and specifications at the One Hundred (100) percent point of completion.
 - c. **Code Review:** Prepare Construction Documents in full compliance with all applicable building codes, ordinances and other regulatory requirements in force at the time of Contract award.
 - d. **Document Submittal:** Prepare Construction Documents in such detail as may be required to obtain competitive bidding for the entire Project or any division of work. Furnish the Agency at no additional expense one (1) complete set of the bid drawings and specifications. The bid drawings shall be on reproducible bond with the architect's/engineer's professional stamp and signature and two (2) compact disc - recordable (CD-R) copies. File format shall be compelled AutoCAD file format. The specifications shall be submitted as a reproducible hard copy and a recorded copy on a separate CD-R completed in Microsoft word.

EXHIBIT "A"

- e. **Final Project Construction Cost Estimate:** Prepare and submit to the Agency for approval a written final Project Construction Cost Estimate upon 100 percent completion of Construction Documents. The Project Construction Cost Estimate shall be itemized including estimates for alternate bid items, in conformance with the form of proposal intended for bidding purposes. In the event that bids are not solicited within 100 calendar days after the date Architect submits 100 percent complete Construction Documents and final Project Construction Cost Estimate to the Project Manager, the Architect shall upon written direction by the Project Manager revise his final Project Construction Cost Estimate so as to reflect any changes in price due to increase or decrease in construction costs.
- f. **Final P.S.&E.:** Upon written approval by Project Manager of a final approved set of drawings, and final draft, of specifications including all corrections required by Building and Safety, Public Health Department and other regulatory agencies, provide to the Project Manager completed tracings and a complete set of typed specifications on reproducible masters. Reproduction of these documents will be by the Agency.
- i. **LEED Documentation/Coordination:** TKE shall Document the Construction Document requirements to meet the LEED Silver Certification adopted in the County of Riverside.
- j. **Project Schedule:** TKE shall review project schedule throughout the project to insure that the project is progressing as anticipated.
- k. **Status Report:** TKE shall prepare monthly status reports which shall be submitted with invoicing.



- V. **Bidding Period:** Upon solicitation of bids by the Agency, Architect shall:
 - a. Attend the Pre-Bid meeting as scheduled by the Agency.
 - b. Prepare addenda and clarification documents, interrupt Construction Documents and assist

the Agency as required. The addenda drawings shall be on reproducible bond with the architect's/engineer's professional stamp and signature and a recorded copy on a CD-R. File format shall be completed with AutoCAD software(.dwg file format). The clarification documents shall be submitted as a reproducible hard copy and a recorded copy on CD-R completed in Microsoft Word.

- c. **Status Report:** TKE shall prepare monthly status reports which shall be submitted with invoicing.

VI. Construction Observation: Upon award of construction contract by the Agency, TKE will provide the construction administration services set forth below:

- a. Interpret the Contract Documents and furnish four (4) copies, one of which in reproducible form, of all clarification drawings and other documentation required. Prepare, for approval by Project Manager, architectural instruction bulletins that are necessary as a result of such interpretations and/or clarifications. Architectural instruction bulletins may be used by the Agency for the solicitation of price quotations from the construction contractor. Analyze price quotations received from the construction contractor for proposed change orders and advise Project Manager as to the acceptability of same.
- b. **Site Visits:** Make periodic visits (normally weekly) to the Project to review and advise the Project Manager on the progress of the work, the character, scope and detail of construction, the quantity and quality of materials and equipment, and the standard of workmanship conform to prepare minutes of such Project meetings and forward to the Project Manager for distribution by the Project Manager following each weekly site visit.
- c. **Contractor Invoice Review:** Assist the Project Manager in reviewing and approving all contractor pay requests.
- d. **Submittal Reviews:** Review and advise the Project Manager as to the acceptability of schedules, shop drawings, laboratory reports, samples, fabrication, erection, and setting drawings, wiring and control diagrams, schedules, list of materials, and equipment and other descriptive data pertaining to materials, equipment or methods of construction.
- e. **Final Inspection:** Participate in the final inspection of the Project, write punch list, and advise the Project Manager as to the acceptability of work performed by construction contractor.
- f. **Final As-Built:** Promptly after recording the Notice of Completion by the Agency, furnish the

EXHIBIT "A"

Agency, at no additional expense to the Agency, one (1) complete set of bond reproductions of the as-built drawings and a recorded copy on a compact disc - recordable (CD-R). File Format shall be completed in AutoCAD software(dwg. File format). The reproducible transparencies and CD-R will be of the final as-built drawings and specifications including such revisions that may have been made in the course of construction as represented in documentation provided to the Architect or as known by the Architect. Revisions or changes shall be properly annotated on the reproducible sheets and cross-referenced. Each sheet shall be prominently noted "Record Drawing". Information on reproducible drawings shall not be delegated by the Architect to the construction contractor or any other reason.

- l. **LEED Documentation/Coordination:** TKE shall Document the Construction Document requirements to meet the LEED Silver Certification adopted in the County of Riverside.
- m. **Project Schedule:** TKE shall review project schedule throughout the project to insure that the project is progressing as anticipated.
- n. **Status Report:** TKE shall prepare monthly status reports which shall be submitted with invoicing.

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EXHIBIT "C"

TKE 2010 - 2011

TKE ENGINEERING SERVICES

Principal in Charge.....	\$150.00
Project Manager.....	\$140.00
Senior Engineer/Senior Plan Checker	\$130.00
Associate Engineer.....	\$110.00
Assistant Engineer/Plan Checker.....	\$100.00
AutoCAD Technician..	\$ 90.00
Engineering Technician	\$ 50.00
Clerical	\$ 55.00

TKE SURVEYING SERVICES

2-Man Survey Crew (Prevailing Wage).....	\$210.00
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TKE PLANNING SERVICES

Principal in Charge.....	\$130.00
Project Architect.....	\$125.00
Architect/Landscape Architect	\$110.00
LEED AP.....	\$120.00
Interior Designer	\$125.00
Associate Architect/Landscape Architect	\$100.00
Assistant Architect/Landscape Architect	\$ 95.00
AutoCAD Technician Graphic	\$ 90.00
Clerical	\$ 55.00

TKE REIMBURSABLE COSTS

In-house Reproduction	Cost
Printing and Materials	Cost + 10%
Express Mail/Courier/Next Day Service	Cost + 10%
Special Sub-consultant Services	Cost
Mileage	Government Std. Rate



EXHIBIT "C"

Sub – Consultants 2010 - 2011

CHARLES BROWN ARCHITECT

Architect.....	\$125.00
CAD Draftsman.....	\$ 65.00
Clerical.....	\$ 40.00

ISE STRUCTURAL ENGINEERING SERVICES

Owner/Principal Engineer	\$185.00
Project Engineer	\$155.00
Designer/Field Engineer.....	\$125.00
Drafter	\$ 90.00
Clerical.....	\$ 60.00

JCA ENGINEERING SERVICES

Project Engineer/Manager	\$200.00
Designer	\$160.00
Drafting/CADD	\$145.00
Clerical.....	\$130.00

DESIGN WEST ENGINEERING SERVICES

Principal Engineering	\$160.00
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Energy Services

Director of Energy Services Engineering	\$160.00
Energy Services Engineer.....	\$115.00
Energy Services Designer.....	\$ 75.00

Mechanical and Plumbing Engineering

Studio Engineer, Mechanical	\$140.00
Mechanical Design Engineer	\$115.00
Mechanical Designer	\$ 95.00
Mechanical CAD Draftsperson.....	\$ 75.00

Electrical Engineering

Studio Engineer, Electrical	\$140.00
Electrical Design Engineer	\$115.00
Electrical Designer	\$ 95.00
Electrical CAD Draftsperson	\$ 75.00

Low Voltage Engineering

Studio Engineer, Low Voltage	\$160.00
Low Voltage Designer	\$115.00
Low Voltage CAD Draftsperson	\$ 75.00

Clerical.....	\$ 58.00
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EXHIBIT "C"

EARTH – STRATA ENGINEERING SERVICES

Word Processing.....	\$ 50.00
CAD Operator	\$ 55.00
CAD Manager	\$ 70.00
Technician	\$ 67.00
Deputy Inspector	\$ 75.00
Senior Field Technician.....	\$ 78.00
Senior Field Technician (Prevailing Wage)	\$ 88.00
Field Operations Manager.....	\$ 85.00
Staff Engineer/Geologist	\$ 80.00
Senior Staff Engineer/Geologist/Scientist.....	\$ 90.00
Operations Manager ..	\$ 95.00
Project Engineer/Geologist	\$100.00
Senior Project Engineer/Geologist	\$105.00
Associate Engineer/Geologist	\$125.00
Principal Engineer/Geologist..	\$150.00
Vehicle Usage	\$5.00 per hour
Tiltmeter, Inclinator Vibration Monitor.....	\$55.00 per day
Nuclear Soil Gauge	\$70.00 per day
Water Level Sounder .	\$45.00 per day
Portable Generator	\$50.00 per day
Manometer.....	\$45.00 per day
Other Monitoring Equipment ..	Upon Request

Redevelopment Agency for the County of Riverside
3403 10th Street, Suite 500
Riverside, CA 92501
Phone: (951) 955-0911 Fax: (951) 955-4890

Summary Report: Mead Valley Community Center Renovation Project
(As required by Section 33679 of the Health and Safety Code: Community Redevelopment Law)

- Project Description:** The Redevelopment Agency (Agency) is proposing to renovate the existing 5.42-acre community center property that will include an adjacent 1.44-acre property to the easterly side totaling 6.86 acres. The proposed Project involves the demolition of the existing facilities and the design and construction of a new full service community center facility consisting of approximately 30,000 square feet. The full scope of construction includes the demolition of the existing facilities and construction of child care classrooms, community room, senior center, medical/dental clinic, kitchen, multi-purpose recreational field, basketball court, community garden, tot-lot, parking lot, landscaping, and off-site street and sewer infrastructure improvements.
- Project Site:** The community center is located along the south side of Rider Street at 21091 Rider Street, Perris, CA 92570. The property is located between Brown Street and Lee Street in the unincorporated community of Mead Valley.
- Project Cost:** The total estimated construction cost is approximately \$15,000,000 and will be funded by the Redevelopment Agency for the County of Riverside.
- Findings:** The following findings have been made pursuant to Section 33445 of the Health and Safety Code:
- A. The Mead Valley Community Center Renovation Project is of benefit to the Mead Valley Sub-Area of the I-215 Corridor Redevelopment Project Area.
 - B. No other reasonable means of financing the project are available to the community due to the fact that the current economic crisis has substantially reduced the community's revenues to fund the project.
 - C. The proposed project will assist in the elimination of physical and economic blighting conditions within the Project Area by providing a new community center that will enhance the existing community and recreational resources.
 - D. The payment of funds for the cost of the project is consistent with the Implementation Plan for the project area and is necessary to effectuate the purpose of the project area's Redevelopment Plan, which calls for construction of community resource facilities.
- Purpose:** The proposed project meets the following goals of the Mead Valley Sub-Area of the I-215 Corridor Redevelopment Project Area:

- A. The Site will be improved by providing a new community center facility that will provide additional opportunities for community resources, child care services, youth and adult recreational activities, community events, and social gatherings.
- B. The development of the site will enhance the physical appearance and the effective use of the underutilized property by constructing a new community center facility.
- C. The development of the site will promote the improvement and centralization of community resources, community meetings, events and recreational opportunities. The location of the community center will provide easy access for the community as a whole.

THE PRESS- ENTERPRISE

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on: Wednesday, Dec 01, 2010

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951-684-1200
951-368-9018 Fax

Account Information

Phone #: (951) 955-0911
Name: EDA / PROJECT MGMT &
REDEVELOPME
Address: 3403 TENTH ST., SUITE 400
RIVERSIDE CA 92501
Acct #: 373372
Client:
Placed by: Maria Roman
Fax #: (951)

Ad Information

Classification: Legals
Publications: Press-Enterprise

Start date: 12-06-10
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NOTICE OF A PUBLIC HEARING FOR THE MEAD VALLEY COMMUNITY CENTER RENOVATION PROJECT

Notice is hereby given pursuant to section 33679 of the California Community Redevelopment Law Health and Safety Code, that the Board of Supervisors of the County of Riverside will hold a public hearing on December 14, 2010, 9:30 a.m. at the Riverside County Administrative Center, 4080 Lemon Street, 1st Floor, Riverside, CA, to consider the following:

The Redevelopment Agency for the County of Riverside is proposing to renovate the existing 5.42-acre community center property that will include an adjacent 1.44-acre property to the easterly side totaling 6.86 acres. The proposed Project involves the demolition of the existing facilities and the design and construction of a new full service community center facility consisting of approximately 30,000 square feet. The full scope of construction includes the demolition of the existing facilities and construction of child care classrooms, community room, senior center, medical/dental clinic, kitchen, multi-purpose recreational field, basketball court, community garden, tot-lot, parking lot, landscaping, and off-site street and sewer infrastructure improvements.

At anytime, not later than the hour set forth above for the hearing, any person may submit written comments regarding this proposed action to the Clerk of the Board of Supervisors at the above address. At the hour set forth above for the hearing, the Board of Supervisors shall proceed to hear and act upon all written and oral testimony relating to the proposed action. Interested persons may obtain a summary report of the proposed action and supporting documentation and other information pertaining to the proposed Mead Valley Community Center Renovation Project at the offices of the Redevelopment Agency for the County of Riverside, 3403 10th Street, Suite 500, Riverside, California, or by calling Erian Gonzalez, Project Manager, at 951-955-2968. 12/6