

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



761

FROM: Economic Development Agency

SUBMITTAL DATE:
March 3, 2011

SUBJECT: Idyllwild Community Library Renovation – Architectural Services

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached architectural services agreement between the County of Riverside and HMC Architects, of Ontario, California, in the amount of \$177,900 plus a reimbursable allowance of \$8,700 and authorize the Chairman of the Board 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: (Commences on Page 2)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 186,600	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 DIRECTORS AGENDA: No

SOURCE OF FUNDS: Community Development Block Grant	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature Jennifer L. Sargent

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 15, 2011 11:00
xc: EDA, CIP

Kecia Harper-Ihem
Clerk of the Board
By: Deputy

Prev. Agn. Ref.: 3.14 of 12/7/10, 3.63 of 11/2/10

District: 3

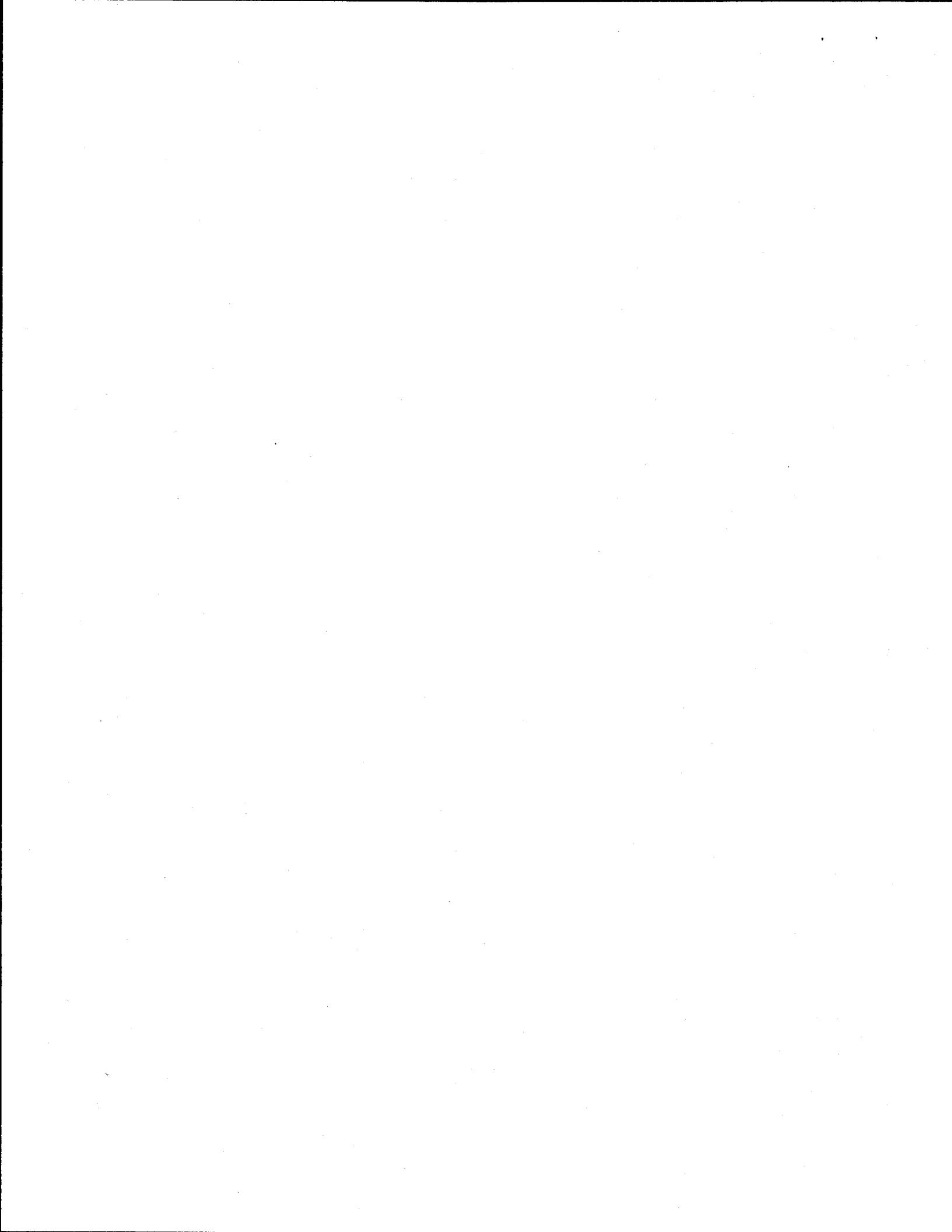
Agenda Number:

3.19

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Reviewer by: Christopher Hans
 DATE: 3/3/11
 FORM APPROVED COUNTY COUNSEL: MARSHAL VICTOR
 BY:

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

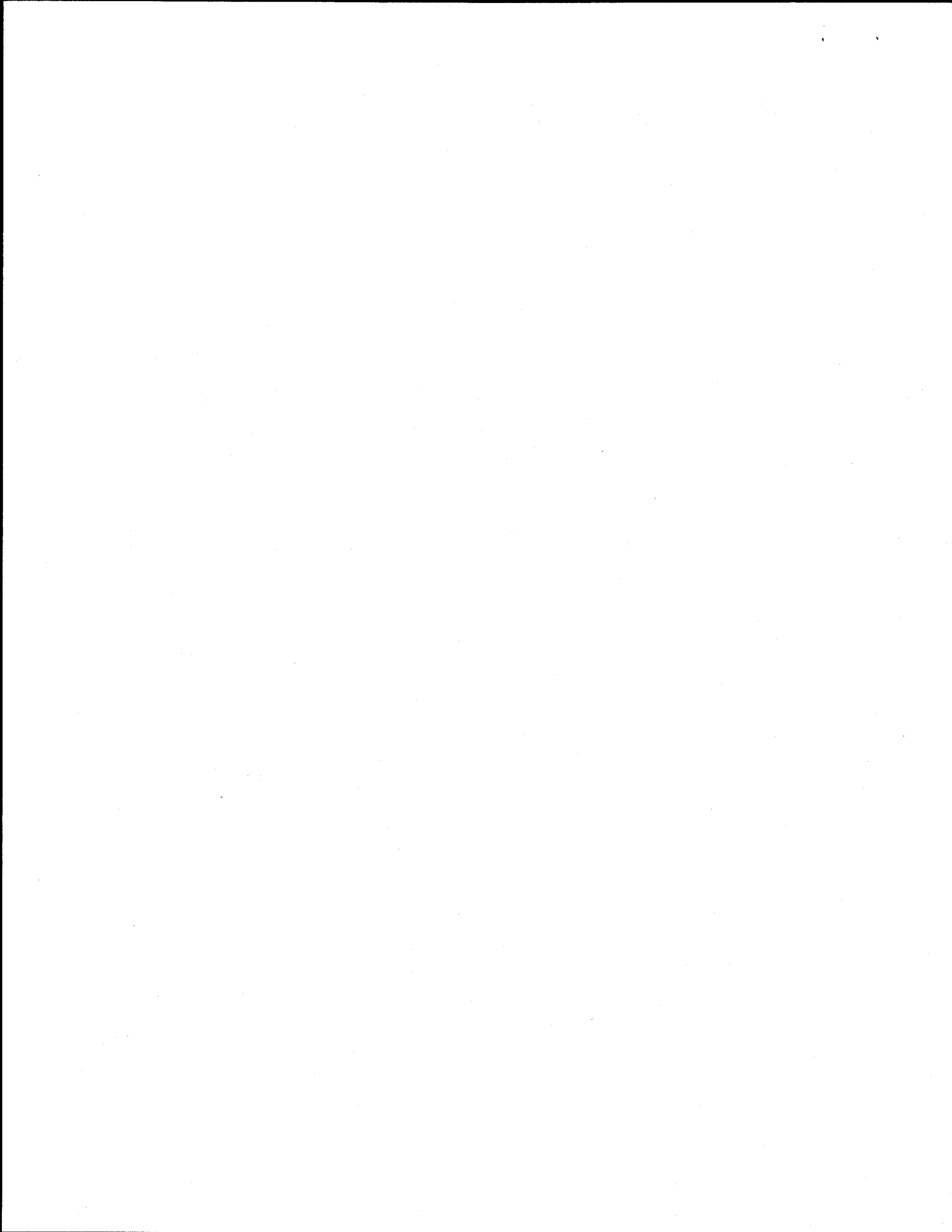


BACKGROUND:

On December 7, 2010, the Economic Development Agency (EDA) acquired the Coronet building located at 54401 Village Center Drive, Idyllwild, California, to better serve the community and their growing needs for library services. The county will use Community Development Block Grant (CDBG) funds for site acquisition, design, and renovation of an existing 6,000 square foot commercial/retail facility in the community of Idyllwild. The renovated facility will be utilized as the new Idyllwild Community Library serving the mountain communities of south central Riverside County. The project is part of a comprehensive revitalization/redevelopment effort (slum/blight area) in the community to improve public infrastructure and community services.

A Request for Qualification was released to solicit Statements of Qualifications (SOQ) from interested architectural firms. EDA received 24 SOQ's which were evaluated. The top six firms were interviewed and HMC Architects was selected. HMC Architects will provide architectural design, civil engineering, geotechnical engineering, survey, electrical/mechanical engineering, and construction administration under this agreement in the amount of \$186,600.

All costs associated with this project will be fully funded by CDBG Funds. Thus, no net county cost will be incurred as a result of this agreement.



CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

**AGREEMENT FOR ARCHITECTURAL SERVICES
BY AND BETWEEN THE COUNTY OF RIVERSIDE
AND HMC ARCHITECTS
FOR THE IDYLLWILD LIBRARY PROJECT**

THIS AGREEMENT, is made and entered into this ____ day of _____, 2011 by and between THE COUNTY OF RIVERSIDE, on behalf of the Economic Development Agency (EDA), a political subdivision of the State of California, herein referred to as "COUNTY", and HMC ARCHITECTS, duly licensed as an Architect and/or Architectural Professional Corporation under the laws of the State of California, herein referred to as "ARCHITECT", mutually agree as follows:

RECITALS

WHEREAS, the current Idyllwild Library has outgrown its current site and a new site has been acquired located at 54401 Village Center Drive, Idyllwild, CA;

WHEREAS, EDA staff issued a Request for Qualifications (RFQ) for library expansion design services and received twenty-four responses from design firms;

WHEREAS, EDA staff have reviewed all proposals submitted and have chosen HMC ARCHITECTS based on their qualifications;

WHEREAS, the ARCHITECT has experience with similar projects both in size and scope;

WHEREAS, the work under this Consulting Services Agreement is subject to all applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant (24 CFR Part 85 and Part 570);

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

I. **DESCRIPTION.** CONSULTANT shall provide complete and fully engineered plans for the Idyllwild Library Project. CONSULTANT services shall include but not be limited to conceptual design, project schedule, cost estimates, monthly status reports during construction, assisting COUNTY in the selection and specification of built-in furniture, fixtures, and

MAR 15 2011 3.19

1 equipment, conduct weekly meetings with contractor and assist COUNTY during construction, ,
2 conduct final walk through at completion of 90-day maintenance period and make "punch list"
3 recommendations, and provide final record drawings from data provided by contractor as
4 detailed further in Exhibit "A" attached hereto and incorporated by this reference.

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

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

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

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

25 C. PRELIMINARY DESIGN: Using the direction provided by the COUNTY staff,
26 the ARCHITECT will develop a preliminary project plan representative of the
27 direction given. In addition to showing the placement of community activities,
28 structures, amenities, rooms and parking, the plan will indicate the model and

1 materials which will be used. Supplemental to the preliminary library expansion
2 plan the ARCHITECT will prepare an exhibit showing materials, structures, and
3 amenities which are proposed for the PROJECT, list and photos of proposed trees
4 and plant materials will be included. As part of this phase of work the opinion of
5 costs will be revised to reflect the preliminary design.

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

22 E. BIDDING: Make available all drawings, specifications and other contract
23 documents for bidding purposes; prepare and issue necessary addenda to be
24 approved by COUNTY not later than a reasonable period before the time fixed to
25 receive bids, and submit the same for approval of the COUNTY before award of
26 the contract; consult with and make specific recommendations to COUNTY
27 concerning responsibility of bidders and proposed subcontractors and concerning
28 acceptance or rejection of bids and alternate bids; thereafter give timely notice to

1 COUNTY to issue the "Notice to Proceed" to the contractor to commence
2 construction; promptly investigate requests of contractor for substitution of
3 "equals" and make reports and recommendations to COUNTY.

4 F. CONSTRUCTION: Make regular site visits to the project and provide
5 construction administration services and observation of the work to assist securing
6 completion for conformity with the contract and attached Exhibit "A" and Exhibit
7 "C" including drawings and specifications; without guaranteeing performance by
8 contractors, shall attend regular progress meetings : prepare agenda with copies
9 for participants, record minutes, and distribute those minutes, observe compliance
10 with contract requirements by contractors, and promptly notify COUNTY of
11 uncorrected noncompliance, substantial delays and observed deviations from
12 requirements of the contract; give technical direction to the inspector provided by
13 the COUNTY; interpret drawings and specifications; review and act on reports of
14 results of materials and systems testing arranged for and paid by the COUNTY or
15 contractor as provided in the contract documents; review and accept (or reject) all
16 submittals by the contractor required by the contract documents including shop
17 drawings, products, and data samples for conformance with design concept and
18 contract documents; prepare a color and finish schedule and all revisions thereof;
19 review and recommend approval or denial to COUNTY staff material samples for
20 color and finish; verify the need for, assist the COUNTY to negotiate, prepare and
21 seek timely approval of change orders, specifying therein what, if any, additional
22 time for completion is to be allowed on account thereof; review contractor's
23 applications for payment and recommend certificates for payment, with full or
24 partial withholding where circumstances so indicate; at completion stage make
25 thorough and complete visual observations of exposed "to view" elements, report
26 observed deficiencies and ascertain substantial compliance; thereupon, and not
27 before, promptly reporting to COUNTY the fact of completion; prepare and make
28 all reports as required for local, state and federal agencies and obtain necessary

1 approvals or other clearances thereon; file with COUNTY any required written
2 warranties submitted by the contractor; file with COUNTY the final record
3 drawings and specifications from data provided by contractor, conduct final walk
4 through at completion of 90-day maintenance period. The ARCHITECT shall not
5 have the authority to stop the construction work for any reason. The ARCHITECT
6 shall not have control over or charge of and shall not be responsible for construction
7 means, methods, techniques, schedules, sequences or procedures, fabrication,
8 procurement, shipment, delivery, receipt or installation, or for safety precautions
9 and programs in connection with the Work, since these are solely the Contractor's
10 responsibility under the Contract for Construction. The ARCHITECT shall not
11 have control over or charge of acts or omissions of the Contractor, Subcontractors,
12 or their agents or employees, or of any other persons or entities performing or
13 supplying portions of the Work.

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

21 H. TIME OF PERFORMANCE: ARCHITECT agrees it will diligently and
22 responsibly, consistent with the Standard of Care recognized in the industry,
23 pursue the performance of the services required of it by this Agreement and will
24 deliver the construction contract documents suitable for bidding within the time
25 limits outlined in the project schedule on Exhibit C, attached hereto and by this
26 reference is incorporated, agreed to by all parties thereto unless extended upon
27 mutual agreement or due to events beyond the direct control of the ARCHITECT.

28 I. EXTRA WORK: Extra work shall be performed only when requested or

1 approved by the COUNTY in writing, after written notice from the ARCHITECT
2 as to the estimated cost thereof. Extra work shall include, but not be limited to:

- 3 1. Prepare planning surveys and special analyses of the COUNTY's needs, in
4 addition to the base requirements of the contract, to clarify requirements of
5 the project when requested by the COUNTY.
- 6 2. Prepare measured drawings of existing construction when required for
7 planning additions or alterations thereto.
- 8 3. Revising previously approved drawings or specifications to accomplish
9 changes ordered by the COUNTY.
- 10 4. Consultation concerning replacement of any work damaged by fire or
11 other cause during construction and furnishing professional services as
12 may be required in connection with the replacement of such work.
- 13 5. Arranging for the work to proceed should the contractor default due to
14 delinquency or insolvency.
- 15 6. Providing contract administration and observation of construction should
16 the original construction contract time stated in Exhibit "C" be exceeded
17 through no fault of the ARCHITECT.
- 18 7. Conducting an observation of the project prior to expiration of the
19 guarantee period and reporting observed discrepancies under guarantees
20 provided by the construction contract, if requested by the COUNTY.
- 21 8. Preparing drawings and/or specifications for correction of defects of
22 construction discovered after completion, or letting contracts or
23 observation of construction there under, preparing for or participating in
24 litigation arising out of the construction contract or defects of
25 construction, whether before or after completion, or the enforcement of
26 guarantees or warranties.
- 27 9. Preparation of drawing for remodeling of other existing facilities, if
28 applicable.

- 1 10. Providing services of consultants, if any, other than those specified under
2 this AGREEMENT.
- 3 11. If the Project is placed on hold by the COUNTY for more than 90 days
4 due to circumstances beyond the direct control of the ARCHITECT, the
5 schedule shall be adjusted and the ARCHITECT'S compensation shall be
6 equitably adjusted to provide for expenses incurred in the interruption and
7 resumption of the ARCHITECT'S services.
- 8 12. Providing services in connection with the preparation for, or attendance at,
9 public hearings or other meetings, or legal proceedings, except where the
10 ARCHITECT is a party thereto.
- 11 13. Revising construction documents so as to bring the cost of the project
12 within the adjusted cost estimate without any program alteration as
13 specified and limited in Section IV.C. herein.
- 14 14. Providing any other services not otherwise included in this AGREEMENT.

15 IV. ARCHITECT'S COMPENSATION.

16 A. Determination of Amount

- 17 1. For the services hereinabove required the COUNTY shall pay to the
18 ARCHITECT, in the manner hereinafter provided, a fixed fee of One
19 Hundred Seventy-Seven Thousand Nine Hundred (\$177,900) dollars, as
20 outlined in attached Exhibit "B," and shall be paid as provided in
21 paragraph IV, C, Payment.
- 22 2. If the accepted bid amount is higher or lower than the construction cost
23 established prior to bidding, the ARCHITECT's fixed fee will not be
24 changed, except for increases in scope of work or other revisions made
25 which will be compensated per terms outlined below in IV, B, Additional
26 Services.
- 27 3. Authorized reimbursable expenses shall be paid at ARCHITECT's cost,
28 plus 15%. Authorized reimbursable expenses are as follows, and shall not

1 exceed: \$8,700.

2 a. Expenses for travel directly related to this project effort shall be
3 provided as a reimbursable expense to the project.

4 b. Expenses for printing, plotting, delivery, and other expenses related
5 to Agency Review, including the submittal of electronic files,
6 Bidding, Construction or other Owner requested costs, if any, in the
7 interest of the Project.

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

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

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

26 b. Pursuant to Section 1773 of the Labor Code, the general prevailing
27 wage rates, including the per diem wages applicable to the work,
28 and for holiday and overtime work, including employer payments

1 for health and welfare, pension, vacation, and similar purposes, in
2 the county in which the work is to be done have been determined
3 by the Director of the California Department of Industrial
4 Relations. These wages are available from the California
5 Department of Industrial Relations' internet website at
6 <http://www.dir.ca.gov>, and are available for review upon request at
7 AGENCY's principal office.

8 B. Additional Services

- 9 1. Payments for additional services authorized by the COUNTY shall be made
10 upon acceptance of said services by the Executive Director and in
11 accordance with Article III. I and one of the following as determined by
12 the Executive Director:
- 13 a. By negotiation between COUNTY and ARCHITECT.
 - 14 b. Per the ARCHITECT's and ARCHITECT's consultants' hourly
15 rate schedules attached to this AGREEMENT.
- 16 2. The ARCHITECT shall not be entitled to additional fee for deductive
17 change orders nor shall his fee be reduced due to deductive change orders.
- 18 3. The compensation herein provided shall be full payment to the
19 ARCHITECT for all services rendered by him and all persons engaged or
20 employed by him in the performance of this agreement, and no additional
21 payment or reimbursement shall be made therefore or for any travel or
22 other expenses incurred by the ARCHITECT or such persons, except as
23 may be specifically provided in writing between the parties.
- 24 4. No deduction from the ARCHITECT's compensation shall be made on
25 account of any sum paid to or withheld from a contractor.

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1 C. Payment.

- 2 1. The COUNTY shall pay the ARCHITECT monthly, upon his itemized
3 statement (with backup documentation upon request), for completed and
4 approved services under this agreement in the various phases (See Exhibit
5 "B").
- 6 2. COUNTY agrees that timely payment is a material part of the
7 consideration of this agreement. The COUNTY shall review submitted
8 invoices and within 14 calendar days of receipt notify ARCHITECT in
9 writing of questions or disputed amounts. Within 30 calendar days from
10 the day the COUNTY receives an invoice, the COUNTY shall make
11 payment of all amounts due, which have not been previously identified as
12 a disputed amount and remain unresolved. Amounts unpaid thirty (30) days
13 after the invoice date shall bear interest at the rate of one and one-half
14 percent (1-1/2%), pursuant to Civil Code §3320.

15 V. DUTIES OF ARCHITECT

- 16 A. Upon execution hereof, the ARCHITECT shall proceed with the work in
17 accordance with Exhibit "C" Project Schedule. Each phase shall be approved in
18 writing by the COUNTY and a Notice to Proceed issued prior to commencing
19 subsequent phases.
- 20 B. The ARCHITECT's work on each phase shall be performed in such manner and
21 form as will to the extent within the control of the ARCHITECT receive approval
22 of any local, state or federal agency having jurisdiction to approve the same, and
23 he shall furnish all architectural and engineering information and data necessary
24 to meet the requirements of such agency or agencies in order to secure approval to
25 construct the project or for financial aid in connection therewith, if requested to
26 do so by the COUNTY. However, the ARCHITECT shall not be required to sign
27 any documents, no matter by who requested that would result in the ARCHITECT
28 having to certify, guarantee or warrant the existence of conditions whose

1 existence the ARCHITECT cannot ascertain.

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

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

25 E. The ARCHITECT shall deal directly with the duly appointed Project Manager
26 from COUNTY in all matters pertaining to the project construction.

27 VI. DUTIES OF THE COUNTY.

28 A. The COUNTY shall make available to the ARCHITECT all information which

1 may be requested in order to perform the services required of him under this
2 agreement, including space requirements, space standards, functions and uses
3 proposed for all proposed occupancies. The ARCHITECT may rely upon the
4 accuracy and completeness of all information provided by the COUNTY
5 including, but not limited to surveys, tests, and reports. The ARCHITECT shall
6 advise the COUNTY of any known errors, inconsistencies, or problems they may
7 observe in such information.

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

12 C. During such portion of the construction period as the COUNTY deems necessary,
13 the COUNTY shall provide and compensate the building inspectors, who shall
14 provide code interpretation and compliance with the construction documents
15 inspection.

16 D. The COUNTY shall promptly consider and act upon such written requests or
17 recommendations of the ARCHITECT as may be necessary to proceed with the
18 progress of construction.

19 E. The COUNTY agrees that the General Contractor is solely responsible for jobsite
20 safety, and warrants that this intent shall be made evident in the agreement
21 between the COUNTY and the General Contractor.

22 VII. DOCUMENTS.

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

1 this provision shall not be interpreted as a waiver by ARCHITECT of any claims
2 for compensation under Section III.I. (Extra Work) or Section IV.
3 (ARCHITECT's COMPENSATION). The COUNTY may use the design
4 documents and the designs depicted in them, without the ARCHITECT's consent,
5 in connection with the Project or other COUNTY projects, including, without
6 limitation, future additions, alterations, connections, repairs, information,
7 reference, use or occupancy of the Project(s). Any reuse or modification of the
8 documents by COUNTY without the written consent of the ARCHITECT shall be
9 at COUNTY's sole risk and without liability or legal exposure to the
10 ARCHITECT, and COUNTY shall indemnify and hold the ARCHITECT
11 harmless from any claims or losses arising out of such use or modification of the
12 design documents by the COUNTY or any party that acquires the design
13 documents from or through the COUNTY.

14 B. Upon completion of each of the Phases described in Section III and Exhibit "A",
15 the ARCHITECT shall furnish to the COUNTY six (6) copies of all documents
16 for that phase. Upon approval thereof by the COUNTY, the ARCHITECT shall
17 furnish one reproducible set along with a CD in *AutoCAD* of construction
18 documents.

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

23 A. Workers' Compensation:

24 If ARCHITECT has employees as defined by the State of California,
25 ARCHITECT shall maintain Workers' Compensation Insurance (Coverage
26 A) as prescribed by the laws of the State of California. Policy shall include
27 Employers' Liability (Coverage B) including Occupational Disease with
28 limits not less than \$1,000,000 per person per accident. Policy shall be

1 endorsed to waive subrogation in favor of the COUNTY and, if
2 applicable, provide a Borrowed Servant/Alternate Employer Endorsement.

3 **B. Commercial General Liability:**

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

16 **C. Vehicle Liability:**

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

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

28 All-Risk personal property insurance coverage for the full replacement

1 value of all ARCHITECT's equipment, systems, structures and
2 improvements/alterations if any (Care, Custody, and Control of
3 ARCHITECT) used on COUNTY or County premises, or used in any way
4 connected with the accomplishment of the work or performance of
5 services under this Agreement.

6 E. **Professional Liability:**

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

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

- 21 (1) Any insurance carrier providing insurance coverage hereunder shall be
22 admitted to the State of California unless waived, in writing, by the
23 County Risk Manager. Carrier(s) shall have an A.M. BEST rating of not
24 less than an A: VIII (A: 8) unless such requirements are waived in writing
25 by the County Risk Manager. If the County's Risk Manager waives a
26 requirement for a particular insurer, such waiver is only valid for that
27 specific insurer and only for one policy term.
- 28 (2) The ARCHITECT'S insurance carrier(s) must declare its insurance self-

1 insured retentions. If such self-insured retentions exceed \$500,000 per
2 occurrence such retentions shall have the prior written consent of the
3 County Risk Manager before the commencement of operations under this
4 Agreement. Upon notification of self-insured retention unacceptable to
5 the COUNTY, and at the election of the COUNTY'S Risk Manager,
6 ARCHITECT'S carriers shall either: 1) reduce or eliminate such self-
7 insured retention as respects this Agreement with the COUNTY, or 2)
8 procure a bond which guarantees payment of losses and related
9 investigations, claims administration, and defense costs and expenses.

10 (3) ARCHITECTS shall cause its insurance carrier(s) to furnish the COUNTY
11 with either 1) a properly executed original Certificate(s) of Insurance and
12 certified original copies of Endorsements effecting coverage as required
13 herein, or 2) if requested to do so in writing by the COUNTY Risk
14 Manager, provide original Certified copies of policies including all
15 Endorsements and all attachments thereto, showing such insurance is in
16 full force and effect. Further, said Certificates(s) and policies of insurance
17 shall contain the covenant of the insurance carrier(s) that thirty (30) days
18 written notice (ten (10) days written notice for non-payment of premium)
19 shall be given to the COUNTY prior to any cancellation, expiration or
20 reduction in coverage of such insurance. ARCHITECT shall provide
21 thirty (30) days written notice to Client prior to implementation of a
22 reduction of limits or material change of insurance coverage as specified
23 herein. In the event of a material modification, cancellation, expiration or
24 reduction in coverage, this Agreement shall terminate forthwith, unless the
25 COUNTY receives, prior to such effective date, another properly executed
26 original Certificate of Insurance and original copies of endorsements or
27 certified original policies, including all endorsements and attachments
28 thereto evidencing coverage set forth herein and the insurance required

1 herein is in full force and effect. ARCHITECT shall not commence
2 work under this Agreement until the COUNTY has been furnished
3 original Certificate(s) of Insurance and certified original copies of
4 Endorsements or Policies of insurance including all endorsements and
5 any and all other attachments as required in this Section. The
6 original Endorsements for each policy and the Certificate of
7 Insurance shall be signed by an individual authorized by the
8 insurance carrier to do so, on its behalf.

9 (4) It is understood and agreed to by the parties hereto that the
10 ARCHITECT's insurance (except Professional Liability and Workers'
11 Compensation) shall, be construed as primary insurance, and the
12 COUNTY's insurance and/or deductibles and/or self-insured retentions or
13 self-insured programs shall not be construed as contributory.

14 (5) If, during the term of this Agreement or any extension thereof, there is a
15 material change in the scope of services; or, there is a material change in
16 the equipment to be used in performance of the scope of work which will
17 add additional exposures (such as the use of aircraft, watercraft, cranes,
18 etc.); or, the term of this Agreement, including any extensions thereof,
19 exceeds five (5) years, the COUNTY reserves the right to reasonably
20 adjust the types of insurance required under this Agreement and the
21 monetary limits of liability for the insurance coverage's currently required
22 herein; if in the COUNTY Risk Manager's reasonable judgment, the
23 amount or type of insurance carried by the ARCHITECT has become
24 inadequate. The County shall reimburse the ARCHITECT for the cost of
25 such increase in insurance coverage.

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

28 (7) The insurance requirements contained in this Agreement may be met with

1 a program(s) of self-insurance acceptable to the COUNTY.

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

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

13 A. As respects each and every indemnification herein, ARCHITECT shall pay for
14 the cost of defense including but not limited to reasonable attorney fees, cost of
15 investigation, and defense and settlements or awards against the COUNTY, its
16 Districts, Special Districts and Departments, their respective directors, officers,
17 Board of Supervisors, elected and appointed officials, employees, agents and
18 representatives.

19 B. With respect to any action or claim subject to indemnification herein by
20 ARCHITECT, ARCHITECT shall, at their sole cost, have the right to use counsel
21 of their own choice and shall have the right to adjust, settle, or compromise any
22 such action or claim without the prior consent of COUNTY; provided, however,
23 that any such adjustment, settlement or compromise in no manner whatsoever
24 limits or circumscribes ARCHITECT's indemnification to Indemnitees as set
25 forth herein.

26 C. ARCHITECT's obligation hereunder shall be satisfied when ARCHITECT has
27 provided to Indemnitees the appropriate form of dismissal relieving Indemnitees
28 from any liability for the action or claim involved.

1 D. The specified insurance limits required in this Agreement shall in no way limit or
2 circumscribe ARCHITECT's obligations to indemnify and hold harmless
3 Indemnitees from third party claims.

4 X. TERMINATION.

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

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

25 C. Notwithstanding any of the provisions of this Agreement, the ARCHITECT's
26 rights under this Agreement shall terminate (except for fees accrued prior to the
27 date of termination) upon the ARCHITECT's bankruptcy, or in the event of fraud,
28 dishonesty, or willful or material breach of this Agreement by the ARCHITECT

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

7 XI. MISCELLANEOUS PROVISIONS.

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

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

21 C. The ARCHITECT shall consult with the COUNTY's legal adviser on legal
22 matters affecting the COUNTY in relation to the drawings, specifications and
23 contract documents and the relationship between COUNTY and contractor when
24 requested by the COUNTY. The ARCHITECT shall submit for the COUNTY's
25 legal advisers review, and correction if required, for approval as to legality or
26 form, the contract documents and specifications (but not the drawings in the
27 absence of a request therefore or of any specific legal problem therein), addenda
28 (other than for correction of minor errors or minor omissions in the drawings or

1 specifications), change orders and other documents which may have legal
2 implications or legal consequences to the COUNTY. Such documents shall be
3 submitted in time reasonably to permit their review and advice to the COUNTY
4 before the COUNTY shall act thereon, and in sufficient quantity to permit said
5 legal adviser to retain one copy thereof if he so desires.

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

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

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

COUNTY	ARCHITECT
Natalia Brown, Project Manager	Daniel Benner, Principal
Riverside County EDA	HMC Architects
3403 Tenth Street, Suite 400	3546 Concourses Street
Riverside, CA 92501	Ontario, CA 91764
(951) 955-0911	(909) 989-9979
(951) 955-4890 (FAX)	(909) (FAX)

26 G. Release of Information to the Public: The ARCHITECT shall consider all
27 information regarding the Project as confidential information. Any request for
28

1 information from others shall be directed to the COUNTY.

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

3 1. Work performed by the ARCHITECT or their CONSULTANTS to clarify
4 or explain a detail or condition in the drawing and/or specifications, the
5 work will be considered an element of ARCHITECT's services and no
6 payment for extra services will be made.

7 2. For other change orders required by the COUNTY, the ARCHITECT shall
8 be paid in accordance with the provisions of section for Extra Work for
9 the cost for the services performed, regardless of an additive or deductive
10 price for the change order.

11 I. Construction Period Site Visits/Communication:

12 It is the intention of the COUNTY to schedule biweekly job-site visits. There
13 may be occasions when fewer will suffice. There may be occasions where more
14 will be required. The ARCHITECT agrees either to be in attendance at these
15 meetings, or alternatively to have his architectural consultants and/or those other
16 consultants he considers being appropriate in attendance. The ARCHITECT shall
17 be allowed the option of providing onsite services in lieu of in-office services for
18 the express purpose of expediting the interpretation of drawings, processing of
19 shop drawings and processing of clarification requests. The additional on-site
20 time shall not be interpreted by the parties as any increased responsibility for
21 actual construction observation.

22 J. Jurisdiction/Venue/Attorneys Fees:

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

26 This Agreement shall be governed by and construed in accordance with the laws
27 of the State of California. The Parties agree that this Agreement has been entered
28 into at Riverside, California, and that any legal action related to the interpretation

1 or performance of the Agreement shall be filed in the Superior Court for the State
2 of California, in Riverside, California

3 K. Hazardous Materials:

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

15 L. Minority Business Enterprise Reporting:

16 ARCHITECT agrees to complete and submit to COUNTY the Questionnaire
17 attached hereto as Exhibit "D", attached hereto and by this reference incorporated
18 herein.

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1
2 IN WITNESS HEREOF, the parties hereto have executed this agreement on

3 _____
4
5
6 **COUNTY OF RIVERSIDE**
7 **ECONOMIC DEVELOPMENT AGENCY**

HMC ARCHITECTS

8 Bob Buster
9 Bob Buster, Chairman

Dan Benner, Principal

10 **APPROVED AS TO FORM:**

11
12 By Marsha A. Victor 3/3/11
13 Agency Counsel

14
15
16 **ATTEST:**
17 Clerk of the Board

18 By Merrain Candia
19 Deputy

20
21 s:\rdacom\dis3\idyllwild\idyllwild library\3-agreements and contracts\hmc agreement (revised)coco review.docx

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MAR 15 2011 3.19

1 **The Idyllwild Library Project**

2 **EXHIBIT 'A'**

3
4 **Scope of Services:**

5
6 The ARCHITECT shall program, plan, design, and provide construction administration services
7 for the Idyllwild Library Project to be located at 54401 Village Center Drive, in the community
8 of Idyllwild, CA. The library shall be constructed utilizing approximately 5,800 square foot of
9 an existing commercial building. The purpose of this project is to renovate the exterior and
10 interior of the existing commercial site to provide the library with more space and an updated
11 look.

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

14
15 Through a series of community workshops and guidance from the County, the ARCHITECT
16 shall prepare a plan for the entire sites development to include a utilities analysis, landscape site
17 amenities, and ADA compliance.

18
19 **The ARCHITECT is also aware that the full Scope of Services for the Idyllwild Library**
20 **Project shall include the following:**

- 21
22 1. Conceptual Design – The ARCHITECT will prepare a conceptual design for the
23 Idyllwild Library based upon the concept submittal dated July 13, 2009, which will be
24 reviewed by the COUNTY staff. With the assistance of COUNTY, HMC will facilitate
25 (2) community workshops with the purpose of learning what the community's vision is
26 for the Idyllwild Library project. The ARCHITECT will verify the Idyllwild Library
27 program, project budget with the COUNTY, County staff.
28

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

- 1
2 9. Survey - A topographic survey of the existing property limited only to the area required
3 for Phase 1 will be provided by the COUNTY.
- 4 10. IT/Technology Design – The ARCHITECT’s project team will provide all voice/data and
5 similar low-voltage systems to include all necessary plans, and coordinate with the
6 Owner’s IT/Data Network administrator.
- 7 11. Geotechnical Engineering– All Geotechnical Engineering and soils analysis will be
8 provided by the COUNTY.
- 9 12. Construction Documents - The ARCHITECT, upon approval of the Concept/Schematic
10 Design by the COUNTY, will prepare construction documents (plans and specifications)
11 and submit them to the COUNTY and all appropriate COUNTY Agency’s for approval.
12 The plans and specifications will define all plans to comply with all adopted Federal,
13 State, and local laws, ordinances and codes. The ARCHITECT’s project team will
14 provide all Structural Engineering design services.
- 15 13. Bid Solicitation – The COUNTY will solicit bids; The ARCHITECT will provide bid
16 assistance to include answering questions from prospective bidders, bidder conference,
17 assistance with distributing information in plan rooms, and participation in bid opening,
18 bid analysis to determine lowest responsible bidder and a pre-construction meeting. For
19 the pre-construction meeting the ARCHITECT will identify all attendees, distribute an
20 agenda (prepared w/COUNTY staff), record, and prepare minutes to be distributed at a
21 later date.
- 22 14. Bid Packets – The ARCHITECT will make available in electronic format copies of plans
23 and specifications with one hard copy of plans on Auto Cad (or compatible program) and
24 specifications on disk compatible to Microsoft Word (latest version). The COUNTY will
25 require one original copy of the final bid document package and one copy in electronic
26 format (Microsoft Word).
- 27 15. Insurance – The ARCHITECT understands that it is required to obtain insurance policies
28 from companies licensed to transact insurance business in California in the forms of
coverage and minimum amounts specified below. The ARCHITECT will maintain the
specified insurance coverage throughout the term of this Agreement, and shall provide a
certificate of insurance to the COUNTY to that effect; said certificate shall contain an
endorsement stating that the COUNTY of Riverside, the COUNTY, and the
Redevelopment Agency for the COUNTY of Riverside are named as additional insured
for the general liability components of coverages with regard to services provided
pursuant to the aforementioned agreement. Insurance coverage shall include:

- Comprehensive General Liability insurance in an amount of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate ;
- Professional Liability Insurance (also known as errors and omissions insurance) in an amount of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
- Automobile Liability Insurance in an amount of no less than \$1,000,000 per occurrence and in the aggregate; and
- Workers' Compensation Insurance in an amount and form complying with applicable California Law.

16. Status Reports – The ARCHITECT will prepare monthly status reports, which will be submitted with the consultant's invoice.

17. Monthly Invoicing – The ARCHITECT will submit invoices to Agency on a monthly basis. Each invoice will be itemized and show task performed, number of hours worked per person/consultant, and rate per hour for each person/consultant. Any outside reimbursable expenses claimed must be supported with copies of vendor receipts. A monthly progress report must be attached to each invoice.

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

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

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

21. Final Inspection – The ARCHITECT will participate in final inspection of The Idyllwild Library at the completion of construction. The ARCHITECT will also make

1 recommendations for acceptance as appropriate. HMC will participate in an inspection at
2 the end of the one-year warranty period, if requested by the COUNTY and shall be
3 compensated for such inspection as an additional service.

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

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

- 9 • **Develop an idea for the building that recognizes its place and surroundings in the**
10 **community and knits the new addition into its fabric and implement a detailed**
11 **schedule.**
 - 12 • **Deliver cost-conscious design early in the process.**
 - 13 • **Coordinate and facilitate all public applications and approvals, and;**
 - 14 • **Keep all stakeholders informed of the project's progress.**
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Exhibit C

/ Project Schedule for Idyllwild Library, County of Riverside Economic Development Agency

PROJECT SCHEDULE AND PROPOSED WORK PLAN			
Description of Task	Start Task	Finish Task	Duration
Board award of architectural services agreement. Initial project kick-off meeting with County EDA staff and design team to review project scope and establish critical delivery milestones.	January 25, 2011	February 15, 2011	3 weeks
I. Programming Phase			
Programming and planning including scoping meetings, workshops, on-site and off-site property surveys, and production of drafts and final architectural program.	January 25, 2011	February 2, 2011	1 week
II. Schematic Design Phase			
Schematic design workshops, preparation of conceptual designs of the building and site layouts for client and stakeholder review, and approval of final schematic design.	February 3, 2011	February 24, 2011	3 weeks
III. Design Development Phase			
Prepare design development document package and conduct review meetings with client/consultant staff to validate design decisions, directives, cost adherence to budget and obtain approval of document content.	February 25, 2011	March 18, 2011	3 weeks
IV. Construction Documents Phase			
Conduct workshops, prepare and submit 95% complete Construction Documents to County's Plan Reviewer for agency plan check process, and respond to agency plan review comments to obtain agency plan check approval of plans. (Includes incremental Plan Reviews)	March 21, 2011	April 25, 2011	5 weeks
V. Agency Plan Reviews			
HMC will submit drawings and specifications for agency plan review and approval and will make modifications as necessary.	April 26, 2011	May 3, 2011	1 week
VI. Pre-Bid Phase			
Pre-bid workshops, initiate project bid phase, review contractor-submitted proposals with County, approve bid proposal with Board of Supervisors and issue Notice to Proceed to awarded contractor.	May 5, 2011	June 24, 2011	7 weeks
VII. Construction Phase			
Conduct Pre-Construction Conference; attend recurring construction progress meetings; prepare project punch list; direct contractor to perform corrective work and submit warranty/close-out materials; owner move-in and occupancy.	July 5, 2011	December 19, 2011	5 1/2 months

ECONOMIC DEVELOPMENT AGENCY
COMMUNITY SERVICES DIVISION

EXHIBIT D

EDA Use Only
Project Name: _____
File#: _____

CDBG/ESG/HOME PROGRAMS
Consultant/Sub-Consultant Questionnaire

EXHIBIT "D"

Note: The information requested is used to compile data required by HUD for Federally funded projects. The information is used by HUD to monitor and evaluate Minority Business Enterprise activities against the total program activity and the designated minority business enterprise (MBE) goals.

Privacy Act Notice = The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and regulation. It will not be disclosed or released outside the United States Department of Housing and Urban Development without your consent, except as required or permitted by Law.

Project Name: _____

Amount of Contract or Subcontract	Contractor or Subcontractor Business Racial/Ethnic (See below)	Type of Business 1-9	Woman Owned Business (Y or N)	Prime Contractor Identification Number	Sub-Contractor Identification (ID) Number	Sec. 3 (Y or N)	Contractor/Subcontractor Name and Address					
							Contact Person	Name	Street	City	State	

Racial/Ethnic Codes:
1 = White Americans
2 = Black Americans
3 = Native Americans
4 = Hispanic Americans
5 = Asian/Pacific Americans
6 = Hasidic Jews

Type of Business/Trade Codes
1- New Constructo
2- Substantial Services
3- Repair
4- Repair
5- Project Mngmt
6- Professional
7- Tenant Services
8- Education Training
9- Arch/Eng Appraisal
0- Other

Section 3: Yes/No
A. Section 3 Contractor or subcontractor is a business concern that provides economic opportunities to low and very low-income residents of the metropolitan area (or non-metropolitan county), including a business concern that is 51 percent or more owned by low-income residents.

PRINT NAME: _____
SIGNATURE: _____
DATE: _____