

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

923
C



FROM: Economic Development Agency

SUBMITTAL DATE:
March 21, 2011

SUBJECT: Perris Valley Aquatic Center

RECOMMENDED MOTION: That the Board of Supervisors:

1. Make the following findings pursuant to Health and Safety Code Section 33445:
 - a. The proposed Aquatic Center is of benefit to the I-215 Corridor Redevelopment Project Area ("Project Area") as it will add new recreational facilities that will serve the Project Area;
 - b. There are no other reasonable means of financing the improvements is available in the community due to limited availability of public funds because of the current downturn in the economy; and
 - c. The proposed improvements will assist in the elimination of blighting conditions within the Project Area by installing a state of the art recreational facility that will provide approximately 60 full time jobs when fully operational, and is consistent with the Implementation Plan adopted pursuant to Health and Safety Code 33490 which includes construction of recreational facilities.

Reviewed by
Christopher Hans
Christopher Hans

Robert Field
Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 100,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: Yes	
SOURCE OF FUNDS: Interstate 215 Corridor Redevelopment Capital Improvement Funds – Romoland 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: *Jennifer L. Sargent*
County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Ashley 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 29, 2011
xc: EDA, Auditor, CIP, RDA

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

(Comp. Item 4.1)

Prev. Agn. Ref.: | **District:** 3&5 | **Agenda Number:** 3.15

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong* 3/17/11
 DATE: 3/17/11
 Department of SAMUEL WONG
 FORM APPROVED COUNTY COUNSEL
 BY: *Marsha L. Victor*
 MARSHA L. VICTOR

Dept'l Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

RECOMMENDED MOTION: (Continued)

2. Consent to the use of Redevelopment Agency (RDA) funds by the Economic Development Agency (EDA) for the Perris Valley Aquatic Center Project; and
3. Authorize the Chairman of the Board to execute the agreement between GKK Works and the EDA for the preparation of bridging documents for the project.

BACKGROUND:

The proposed project is located in Perris next to the Perris Valley Big League Dreams Facility and based on the existing Jurupa Aquatic Center. This LEED-certified Project (Leadership in Environmental Efficiency and Design) will consist of an approximately 11,000-square-foot administration and operations building, 220 parking spaces, 50 meter by 35 meter competition pool, lazy flow river, wave rider, children's water playground area, and three water slides with a recreational pool. A masonry block wall will be built along the eastern boundaries of the project. Tubular steel fencing will surround the facility. The facility will include grass areas for seating, stadium seating, lighting, concession stand/fast food franchise, multiple picnic areas with permanent shade structures and all necessary, related improvements. Sidewalks, curbs and gutters will be installed on Trumble Road and Sherman Road to Vista Rd. It will provide the residents of Romoland an opportunity for recreational activities that are essential to the redevelopment of the Project Area. The Project will assist in the elimination of blighting conditions within the I-215 Corridor Project Area by constructing a state of the art recreational facility and creating a large number of full-time jobs and fostering the economic development of the surrounding community of Romoland and the Cities of Perris and Menifee.

EDA seeks to contract with GKK Works to prepare the bridging documents that will allow the project to be bid as a design-build project. GKK was selected from a prequalified list of consultants that was approved by the Board of Supervisors.

CEQA analysis is underway and will be complete prior to bidding the construction of the project.

EDA staff recommends approval of the findings, motion and agreement so that the RDA may proceed with the preparation of bridging documents for the design and construction of the project.

1 **CONSULTING SERVICES AGREEMENT**
2 **FOR PERRIS VALLEY AQUATIC CENTER PROJECT**
3 **BY AND BETWEEN THE COUNTY OF RIVERSIDE**
4 **AND GKK WORKS**

5 This Agreement is made and entered into this 29th day of March, 2011, by and between
6 the COUNTY OF RIVERSIDE, a political subdivision of the State of California (hereinafter
7 "COUNTY") on behalf of its Economic Development Agency (hereinafter "EDA") and gkkworks
8 (hereinafter "CONSULTANT").

9 WHEREAS, EDA seeks to develop bridging documents to use in the process for
10 selection of a design-build team to design and construct the Perris Valley Aquatic Facility
11 Project; and

12 WHEREAS, EDA has selected CONSULTANT to provide services based on their
13 established qualifications and selection from a pre-qualified list of consultants selected through
14 a request for qualifications; and

15 WHEREAS, the proposed services of this Agreement include preparing a Design Build
16 Request for Proposal package for the Perris Valley Aquatic Center Project (hereinafter referred
17 to as "PROJECT").

18 WHEREAS, CONSULTANT has agreed to provide such services to AGENCY; and

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

21 1. DESCRIPTION OF SERVICES: CONSULTANT shall provide all facilities,
22 transportation, and labor necessary to provide the services for PROJECT as described in
23 Exhibit "A", attached hereto and incorporated herein.

24 1.1 CONSULTANT represents and maintains that it has all personnel required
25 to perform the services under this Agreement, and are skilled in the professional calling
26 necessary to perform all services, duties and obligations required by this Agreement to fully and
27 adequately provide services for the PROJECT. CONSULTANT shall perform the services and
28 duties in conformance to and consistent with the standards generally recognized as being

1 employed by professionals in the same discipline in the State of California. CONSULTANT
2 further represents and warrants to COUNTY that it has all licenses, permits, qualifications and
3 approvals of whatever nature are legally required to practice its profession. CONSULTANT
4 further represents that it shall keep all such licenses and approvals in effect during the term of
5 this Agreement.

6 1.2 CONSULTANT shall comply will all applicable laws, ordinances, and codes
7 of the federal, state and local governments while performing the services described herein.

8 2. PERIOD OF PERFORMANCE: CONSULTANT shall commence performance
9 upon execution of this Agreement, and complete performance within one (1) month.
10 CONSULTANT will diligently and responsibly pursue the performance of the services required of
11 it by this Agreement through completion unless the work is altered by written amendment(s)
12 pursuant to Section 14, or terminated as specified in Section 9. All applicable indemnification
13 provisions in this Agreement shall remain in effect following the termination of this Agreement.

14 3. COMPENSATION: The COUNTY shall pay the CONSULTANT for services
15 performed and expenses incurred in an amount not to exceed One Hundred Thousand Dollars
16 (\$100,000). CONSULTANT shall submit an invoice to EDA upon completion of the work.
17 COUNTY/EDA shall reimburse CONSULTANT within thirty (30) days of receipt of invoice.

18 4. INDEPENDENT CONSULTANT: COUNTY retains CONSULTANT on an
19 independent contractor basis. CONSULTANT is not, and shall not be considered to be in any
20 manner, an employee or agent of the COUNTY. Personnel performing the services under this
21 Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT'S exclusive
22 direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such
23 personnel in connection with their performance of Service and as required by law.
24 CONSULTANT shall be responsible for all reports and obligations respecting such personnel,
25 including but not limited to, social security taxes, income tax withholdings, unemployment
26 insurance, and workers' compensation insurance. CONSULTANT and its employees and
27 agents shall maintain professional licenses required by the laws of the State of California at all
28

1 times while performing services.

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

11 5.1 As respects each and every indemnification herein CONSULTANT shall
12 defend and pay, at its sole expense, all costs and fees including but not limited to attorney fees,
13 cost of investigation, and defense and settlements or awards against the Indemnitees.

14 5.2 With respect to any action or claim subject to indemnification herein by
15 CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their
16 own choice and shall have the right to adjust, settle, or compromise any such action or claim
17 without the prior consent of AGENCY; provided, however, that any such adjustment, settlement
18 or compromise in no manner whatsoever limits or circumscribes CONSULTANT'S
19 indemnification to Indemnitees as set forth herein.

20 5.3 CONSULTANT'S obligation hereunder shall be satisfied when
21 CONSULTANT has provided to Indemnitees the appropriate form of dismissal relieving
22 Indemnitees from any liability for the action or claim involved.

23 5.4 The specified insurance limits required in this Agreement shall in no way
24 limit or circumscribe CONSULTANT'S obligations to indemnify and hold harmless Indemnitees
25 from third party claims.

26 5.5 In the event there is conflict between this clause and California Civil Code
27 Section 2782 and 2782.8, this clause shall be interpreted to comply with Civil Code 2782 and
28

1 2782.8. Such interpretation shall not relieve the CONSULTANT from indemnifying the COUNTY
2 to the fullest extent allowed by law.

3 6. INSURANCE: Without limiting CONSULTANT'S indemnification, CONSULTANT
4 shall maintain in force at all times during the performance of this Agreement, insurance policies
5 evidencing coverage during the entire term of the Agreement as follows:

6 6.1 Workers' Compensation: If CONSULTANT has employees as defined by
7 the State of California, CONSULTANT shall maintain Workers' Compensation Insurance
8 (Coverage A) as prescribed by the laws of the State of California. Policy shall include
9 Employers' Liability (Coverage B) including Occupational Disease with limits not less than
10 \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of
11 the County of Riverside; and, if applicable, to provide a Borrowed Servant/Alternate Employer
12 Endorsement.

13 6.2 Commercial General Liability: Commercial General Liability insurance
14 coverage, including but not limited to, premises liability, contractual liability, completed
15 operations, personal and advertising injury covering claims which may arise from or out of
16 CONSULTANT'S performance of its obligations hereunder. Policy shall name the County of
17 Riverside, special districts, their respective directors, officers, Board of Supervisors, elected
18 officials, employees, agents or representatives as an Additional Insured. Policy's limit of liability
19 shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance
20 contains a general aggregate limit, it shall apply separately to this agreement or be no less than
21 two (2) times the occurrence limit.

22 6.3 Vehicle Liability: If CONSULTANT'S vehicles or mobile equipment are
23 used in the performance of the obligations under this Agreement, CONSULTANT shall maintain
24 liability insurance for all owned, non-owned or hired vehicles in an amount not less than
25 \$1,000,000 per occurrence combined single limit. If such insurance contains a general
26 aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the
27 occurrence limit.

1 6.4 Professional Liability: CONSULTANT shall maintain Professional Liability
2 Insurance providing coverage for performance of work included within this Agreement, with a
3 limit of liability of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate. If
4 CONSULTANT'S Professional Liability Insurance is written on a claims made basis rather than
5 an occurrence basis, such insurance shall continue through the term of this Agreement. Upon
6 termination of this Agreement or the expiration or cancellation of the claims made insurance
7 policy CONSULTANT shall purchase at his sole expense either 1) an Extended Reporting
8 Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer
9 with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3)
10 demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous
11 coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will
12 continue for as long as the law allows.

13 6.5 General Insurance Provisions - All lines:

14 a. Any insurance carrier providing insurance coverage hereunder shall
15 be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII
16 (A: 8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the
17 COUNTY'S Risk Manager waives a requirement for a particular insurer such waiver is only valid
18 for that specific insurer and only for one policy term.

19 b. The CONSULTANT must declare its insurance self-insured retention
20 for each coverage required herein. If any such self-insured retention exceed \$500,000 per
21 occurrence each such retention shall have the prior written consent of the County Risk
22 Manager before the commencement of operations under this Agreement. Upon notification of
23 self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk
24 Manager, CONSULTANT'S carriers shall either; 1) reduce or eliminate such self-insured
25 retention as respects this Agreement with the COUNTY, or 2) procure a bond which
26 guarantees payment of losses and related investigations, claims administration, and defense
27 costs and
28

1 c. The CONSULTANT shall cause their insurance carrier(s) to furnish
2 the COUNTY with 1) a properly executed original Certificate(s) of Insurance and certified
3 original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do
4 so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of
5 policies including all Endorsements and all attachments thereto, showing such insurance is in
6 full force and effect. Further, said Certificate(s) and policies of insurance shall contain the
7 covenant of the insurance carrier(s) shall provide no less than thirty (30) days written notice be
8 given to the COUNTY prior to any material modification or cancellation of such insurance. In
9 the event of a material modification or cancellation of coverage, this Agreement shall terminate
10 forthwith, unless the COUNTY receives, prior to such effective date, another properly executed
11 original Certificate of Insurance and original copies of endorsements or certified original
12 policies, including all endorsements and attachments thereto evidencing coverage's and the
13 insurance required herein is in full force and effect. Individual(s) authorized by the insurance
14 carrier to do so on its behalf shall sign the original endorsements for each policy and the
15 Certificate of Insurance.

16 b. It is understood and agreed by the parties hereto and the
17 CONSULTANT'S insurance company(s), that the Certificate(s) of Insurance and policies shall
18 so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or
19 deductibles and/or self-insured retentions or self-insured programs shall not be construed as
20 contributory.

21 c. If, during the term of this Agreement or any extension thereof, there
22 is a material change in the scope of services or performance of work the Risk Manager reserves
23 the right to adjust the types of insurance required under this Agreement and the monetary limits
24 of liability for the insurance coverage's required herein, if; in the COUNTY Risk Manager's
25 reasonable judgment, the amount or type of insurance carried by the CONSULTANT has
26 become inadequate. CONSULTANT may terminate this Agreement if it deems that any
27 increase in the amount of insurance required herein is unreasonable.

1 d. CONSULTANT shall pass down the insurance obligations contained
2 herein to all tiers of sub-consultants working under this Agreement.

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

5 f. CONSULTANT agrees to notify COUNTY of any claim by a third
6 party or any incident or event that may give rise to a claim arising from the performance of this
7 Agreement.

8 7. COOPERATION BY COUNTY: All information, data, reports, records, and maps
9 as are existing, available to the COUNTY and necessary for carrying out the work described
10 shall be furnished to CONSULTANT without charge by the COUNTY. The COUNTY/EDA shall
11 cooperate with CONSULTANT as appropriate to facilitate, without undue delay, the work to be
12 performed under this Agreement.

13 8. AUTHORITY OF CONSULTANT: CONSULTANT and its agents, servants,
14 employees and subcontractors shall act at all times in an independent capacity during the term
15 of this agreement, and shall not act as, and shall not be, nor shall they in any manner be
16 construed to be, agents, officers or employees of COUNTY, and further, CONSULTANT, its
17 agents, servants, employees and subcontractors, shall not in any manner incur or have the
18 power to incur any debt, obligation, or liability against the COUNTY.

19 9. TERMINATION: COUNTY may, by written notice to CONSULTANT, terminate
20 this Agreement in whole or in part, with or without cause, upon giving fourteen (14) days written
21 notice to CONSULTANT. COUNTY may terminate this Agreement immediately when it is
22 determined by COUNTY that CONSULTANT has breached a material provision of this
23 Agreement, or failed to timely perform services. It is understood that time is of the essence
24 under this Agreement.

25 9.1 Discontinuance of Services. Upon receipt of written Notice of Termination,
26 CONSULTANT shall discontinue all affected services within seven (7) days of receipt of the
27 Notice, unless otherwise directed by the Notice, and deliver to the COUNTY all data, estimates,
28

1 graphs, summaries, reports, and other related materials as may have been prepared or
2 accumulated by CONSULTANT in performance of services, whether completed or in progress.

3 9.2 Effect of Termination For Convenience. If the termination is to be for the
4 convenience of the COUNTY, the COUNTY shall compensate CONSULTANT for services
5 satisfactorily provided through the date of termination. Such payment shall include a pro-rated
6 amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed
7 services. CONSULTANT shall provide documentation deemed adequate by EDA to show the
8 services actually completed by CONSULTANT prior to the date of termination. This Agreement
9 shall terminate fourteen (14) days following receipt by the CONSULTANT of the written Notice
10 of Termination.

11 9.3 Effect of Termination For Cause. If the termination is due to the failure of
12 CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be
13 compensated for those services which have been completed and accepted by the COUNTY. In
14 such case, the COUNTY may take over the work and prosecute the same to completion by
15 contract or otherwise. Further, CONSULTANT shall be liable to the COUNTY for any
16 reasonable additional costs incurred by the COUNTY to revise work for which the COUNTY has
17 compensated CONSULTANT under this Agreement, but which the COUNTY has determined in
18 its sole discretion needs to be revised in part or whole to complete the services. Following
19 discontinuance of services, the COUNTY may arrange for a meeting with CONSULTANT to
20 determine what steps, if any, CONSULTANT can take to adequately fulfill its requirements
21 under this Agreement. In its sole discretion, COUNTY'S Representative may propose an
22 adjustment to the terms and conditions of the Agreement, including the contract price. Such
23 contract adjustments, if accepted in writing by the Parties, shall become binding on
24 CONSULTANT and shall be performed as part of this Agreement. In the event of termination for
25 cause, unless otherwise agreed to in writing by the parties, this Agreement shall terminate
26 immediately upon providing the Notice of Termination. Termination of this Agreement for cause
27 may be considered by the COUNTY in determining whether to enter into future agreements with
28

1 CONSULTANT.

2 9.4 Cumulative Remedies. The rights and remedies of the parties provided in
3 this Section are in addition to any other rights and remedies provided by law or under this
4 Agreement.

5 10. CONFLICT OF INTEREST: CONSULTANT shall have no interest, and shall not
6 acquire any interest, direct or indirect, which will conflict in any manner or degree with the
7 performance of services required under this Agreement.

8 11. DESIGNATED REPRESENTATIVES: The following individuals are designated as
9 representatives of the COUNTY and CONSULTANT respectively to act as liaison between the
10 parties, and further, any notices required by this Agreement shall be deemed delivered if sent by
11 certified mail, return receipt requested to the addresses set forth below:

12 **COUNTY**

13 Andy Frost
14 Project Manager
15 County of Riverside
16 3403 Tenth Street
17 Suite 400
18 Phone: (951) 955-6619
19 Fax: (951) 955-6686

CONSULTANT

Vincent Petito, Project Manager
GKK WORKS
2355 Main Street, Suite 220
Irvine, CA 92614
Phone: (949) 250-1500
Fax: (949) 955-2708

18 Any change in designated representatives shall be promptly reported to the other party in
19 order to ensure proper coordination of the PROJECT.

20 12. ASSIGNMENT: This Agreement shall not be assigned by CONSULTANT, either
21 in whole or in part, without prior written consent of COUNTY. Any assignment or purported
22 assignment of this Agreement by CONSULTANT without the prior written consent of COUNTY
23 will be deemed void and of no force or effect.

24 13. NONDISCRIMINATION: CONSULTANT shall ensure that there shall be no
25 discrimination against or segregation of any person, or group of persons, on account of sex,
26 marital status, race, religion, color, creed, national origin, ancestry, sex, physical condition or
27 age, in the performance of this Agreement and that CONSULTANT, Contractor, or any person
28

1 claiming under or through the AGENCY shall not establish or permit any such practice or
2 practices of discrimination or segregation.

3 14. ALTERATION: No alteration or variation of the terms of this Agreement shall be
4 valid unless made in writing and signed by the parties hereto, and no oral understanding or
5 agreement not incorporated herein shall be binding on any of the parties hereto.

6 15. LICENSE AND CERTIFICATION: CONSULTANT verifies upon execution of this
7 Agreement, possession of a current and valid license in compliance with any Local, State, and
8 Federal laws and regulations relative to the scope of services to be performed within this
9 Agreement, and that services(s) will be performed by properly trained and licensed staff.

10 16. CONFIDENTIALITY: CONSULTANT shall observe all Federal, State and
11 COUNTY regulations concerning confidentiality of records. CONSULTANT shall refer all
12 requests for information to COUNTY.

13 17. WORK PRODUCT: The COUNTY acknowledges that the CONSULTANT reports,
14 drawings, specifications, data, notes, calculations, estimates and other similar documents are
15 instruments of professional service, not products. Although ownership of such documents
16 normally is retained by the CONSULTANT they nonetheless shall in this instance become upon
17 their creation the property of the COUNTY whether the PROJECT is constructed or not. The
18 COUNTY may use the documents and the designs depicted in them, without the
19 CONSULTANT'S consent, in connection with the PROJECT or other COUNTY projects,
20 including, without limitation, future additions, alterations, connections, repairs, information,
21 reference, use or occupancy of the PROJECT(s). Any reuse of the documents by COUNTY
22 without the written consent of the CONSULTANT shall be at COUNTY's sole risk and without
23 liability or legal exposure to the CONSULTANT, and COUNTY shall indemnify and hold the
24 CONSULTANT harmless from any claims or losses arising out of such use of the design
25 documents by the COUNTY.

26 ///

27 //

1 18. JURISDICTION, VENUE, ATTORNEY'S FEES: This Agreement is to be
2 construed under the laws of the State of California. The parties agree to the jurisdiction and
3 venue of the appropriate courts in the County of Riverside, State of California. Should action be
4 brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be
5 entitled to attorney's fees in addition to whatever other relief is granted.

6 19. WAIVER: Any waiver by COUNTY of any breach of any one or more of the terms
7 of this Agreement shall not be construed to be a waiver of any subsequent or other breach of
8 the same or of any other term thereof. Failure on the part of the COUNTY to require exact, full
9 and complete compliance with any terms of this Agreement shall not be construed as in any
10 manner changing the terms hereof, or estopping AGENCY from enforcement hereof.

11 20. SEVERABILITY: If any provision in this Agreement is held by a court of
12 competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will
13 nevertheless continue in full force without being impaired or invalidated in any way.

14 21. LEGAL REVIEWS. COUNTY may, in its sole and exclusive discretion, conduct
15 reviews to determine the legal sufficiency of any and all documents prepared by CONSULTANT,
16 by or through COUNTY counsel.

17 22. ENTIRE AGREEMENT: This Agreement is intended by the Parties hereto as a
18 final expression of their understanding with respect to the subject matter hereof, and all prior or
19 contemporaneous agreements of any kind or nature relating to the same shall be deemed to be

20 ///

21 //

22 /

23 /

24 /

25 /

26 /

27 /

28

1 merged herein. Any modifications to the terms of this Agreement must be in writing and signed
2 by the parties herein.

3 IN WITNESS WHEREOF, the parties hereto have caused their duly representatives to
4 execute this Agreement.

5 **COUNTY OF RIVERSIDE**

gkkworks

7 *Bob Buster*

[Signature]

8 Chairman, Board of Supervisors

By: *DAVID HUNT*

9 **BOB BUSTER**

Title: *SUP ARCHITECTURAL SERVICES*

11 **APPROVED AS TO FORM:**

12 PAMELA WALLS
13 Agency Counsel

14 By *Janice A. Kees* 3/22/11
15 Deputy

17 **ATTEST:**

18 KECIA HARPER-IHEM
19 CLERK OF THE BOARD

20 By *Kecia Harper-Ihem*
21 Deputy



155 S Fair Oaks Avenue | PASADENA | CA 91105
714 805 5100 | 626 666 3940 FAX | www.gkkworks.com

March 15, 2011

Mr. Andrew Frost
County of Riverside Economic Development Agency
3403 Tenth St., Suite 500
Riverside, CA 92501

Re: County of Riverside Economic Development Agency
Perris Aquatics Center
Perris, California
Proposal for Design Build RFP Development

Dear Mr. Frost:

We are pleased to submit our fee proposal for the above referenced project. We generally understand the project to be an Aquatics Facility in the City of Perris. It will be a site-adapted "prototype" of the facility that the EDA is currently building in Jurupa. The project will be located on a portion of the 22 acre site adjacent to the Big League Dreams facility currently under construction in Perris.

Our Scope of Services will be to prepare a Design Build Request for Proposal document for the project that the EDA can issue for public bidding. We anticipate that our final RFP Deliverable will include some or all of the following preliminary list of narratives and graphics:

- Introduction
- Project Description, Goals and Requirements
 - Scope of Work
 - Basis of Design
 - Site Requirements
 - Project Components Program
 - Project Schedule
 - Project Budget



- RFP Process, Schedule and Procedures
 - Instructions to Proposers
 - Proposal Bond
 - Proposal Evaluation Criteria
 - Design Build Contract and General Conditions
 - Performance and Payment Bonds
 - Award, Post Award Submittals

- Conceptual "Test Fit" Site Plan Diagram

- Reference Documents
 - Jurupa Aquatic Center Plans and Specifications

For this effort, we have assumed the following project durations and submittal milestones:

• NTP	Project Start
• Draft Submittal	3 Weeks
• EDA Review/Comments	1 Week
• Final Submittal	1 Week

For the above services, we propose a lump sum fee of \$100,000.

Our proposal is based on the following assumptions:

- Considering the challenging schedule, we have assumed that the EDA will provide, in a timely manner, all documents, contracts, drawings, surveys, etc., that may be available to support this effort.

- We have assumed that EDA legal counsel will provide consultation regarding any legal aspects of the RFP document.

- We have assumed that the EDA owns the Intellectual Property rights of the Jurupa Aquatics Center drawings and specifications, and will hold us harmless against any claim arising from the direct or indirect use of these documents as part of the RFP.



If you find this proposal satisfactory, please indicate your acceptance by signing one copy and returning it to us for our files. This can serve as our contract, or if you prefer, we can execute another mutually agreeable contract form.

Please feel free to contact me with any questions at (626) 666-6906, x2003, or e-mail at vpetito@gkkworks.com. We look forward to working with you on this exciting project!

Very truly yours,

gkkworks

Vincent Hanna Petito, AIA, LEED AP
Principal

cc:

gkkworks – Edmund Einy, FAIA
gkkworks – Blair Ripplinger
gkkworks – Brandon Dekker
gkkworks – Rob Good

Accepted by:

County of Riverside Economic Development Agency

Date

Clerk of the Board of Supervisors
Riverside County Admin Center
4080 Lemon St. 1st Floor
Riverside, CA. 92501

April 14, 2011


Re; Objection to Perris Valley Aquatic Center Project

I will be unable to attend the Public Hearing so would like this to serve as my objection to the building of the above named facility.

The tax payers of Riverside County are already held hostage to the whims of Redevelopment and this is simply another burden to be placed upon us. This facility that sounds good on paper will turn out to be another albatross for the County and tax payers to take care of. There has been no mention as to what the potential upkeep will be for this project and no mention as to who and how the upkeep and maintenance will be paid for. To think it will be self supporting is out of the question.

These are very difficult times for all of us and the County has one of the highest unemployment rates in the country. Our housing market remains among the worst, so I ask "who and how will this facility be supported?" Who will want to travel to this part of the County to use a facility such as this? From the description of the project it appears the largest area will be consumed with an oversized and unnecessary administration building. I find this offensive in this economy and just another spendthrift measure on behalf of our Board of Supervisors.

I OPPOSE THIS PROJECT!


Pamela Myers
Meadowbrook

2011-4-106850

3-29-11 3.15