

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

230



**FROM:** Redevelopment Agency

**SUBMITTAL DATE:**  
December 8, 2011

**SUBJECT:** Mead Valley Community Center Project – First Amendment to TKE Engineering and Planning Consultant Agreement

**RECOMMENDED MOTION:** That the Board of Directors:

1. Ratify the attached First Amendment to the Consulting Services Agreement between the Redevelopment Agency for the County of Riverside and TKE Engineering and Planning for the Mead Valley Community Center Renovation Project in the amount of \$300,000; and
2. Approve the findings that the proposed first amendment (and any needed amendments thereto) between the Agency and TKE Engineering and Planning with regard to the Mead Valley Community Center construction, is an enforceable obligation of the Agency.

**BACKGROUND:** (Commences on Page 2)

REVIEWED BY CIP

*Christopher Hans*  
Christopher Hans

*Robert Field*  
Robert Field  
Executive Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 300,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

**COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA:** No

**SOURCE OF FUNDS:** I-215 Corridor Redevelopment Project Area Capital Improvement Funds – Mead Valley Sub-Area

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

BY: *Jennifer L. Sargent*  
Jennifer L. Sargent

County Executive Office Signature

**MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY**

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: December 13, 2011  
xc: RDA, Auditor, CIP

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

Prev. Agn. Ref.: 4.1, 8/31/10; 4.10, 12/14/10

District: 1

Agenda Number:

4.3

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO CPA, AUDITOR-CONTROLLER  
 BY: *Samuel Wong* 12/11  
 DATE: 12/08/11  
 DEPARTMENT: SAMUEL WONG  
 FORM APPROVED COUNTY COUNSEL  
 BY: *Marshall Victor*  
 DATE: 12/08/11  
 DEPARTMENT: MARSHALL VICTOR

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

**BACKGROUND:**

On December 14, 2010, the Board of Directors approved the Consulting Services Agreement between the Redevelopment Agency for the County of Riverside and TKE Engineering and Planning for the Mead Valley Community Center Project. During the course of design, the agency and TKE Engineering and Planning determined that minor adjustments to the design (by adding additional space for community services, medical, dental and child care) were needed to refine the functionality of the facility. This First Amendment request includes the cost for an additional design of 8,958 interior square feet, 19,292 exterior square feet for breezeways and arcades, 1,162 square feet for the cooling tower structure, additional design for furnishings, fixtures and equipment, fire protection plans, additional kitchen coordination and an additional 12" water line extension.

The redesign was essential to providing a fully functioning facility to accommodate the growing needs of the community. Without final redesigned construction plans, the project could not move forward. The revised construction plans were completed and incorporated into the bid documents prior to awarding the construction contract on June 28, 2011. This first amendment to the consulting services agreement is considered an enforceable obligation and may be executed because the original agreement was executed on December 14, 2010, and the project's construction agreement was approved by the Board on June 28, 2011 before Assembly Bills ABx1 26 and ABx1 27 were signed on June 29, 2011. The amendment resolves all compensation issues pertaining to the additional design-related services provided by TKE and their sub-consultants.

1 **FIRST AMENDMENT TO AGREEMENT**  
 2 **FOR CONSULTING SERVICES**  
 3 **BY AND BETWEEN**  
 4 **TKE ENGINEERING AND PLANNING AND**  
 5 **THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**  
 6 **FOR THE MEAD VALLEY COMMUNITY CENTER RENOVATION PROJECT**

7 **THIS FIRST AMENDMENT TO THE "Agreement for consulting services**  
 8 **between TKE Engineering and Planning and the Redevelopment Agency for the**  
 9 **County of Riverside for Consulting Services"** (the "Amendment") is entered into on  
 10 this 13<sup>th</sup> day of December, 2011, by and between the Redevelopment  
 11 Agency for the County of Riverside, a public body (hereinafter "AGENCY"), and TKE  
 12 Engineering and Planning (hereinafter "CONSULTANT").

13 **WITNESSETH:**

14 **WHEREAS**, the parties entered into the original Agreement on December 14,  
 15 2010 ("Agreement") to provide design and engineering services for the Mead Valley  
 16 Community Center Renovation Project;

17 **WHEREAS**, the scope of services has been expanded to include additional  
 18 design work for increased square footage, fire department requirements, furniture and  
 19 fixtures, water/sewer increased capacity requirements, and an energy efficient HVAC  
 20 design;

21 **WHEREAS**, AGENCY is requesting that the CONSULTANT provide for additional  
 22 services;

23 **WHEREAS**, CONSULTANT shall perform the services described in Exhibit "A"  
 24 (attached hereto) of this Agreement through project completion unless the work  
 25 program is altered by written amendments pursuant to the provision in Section 3 of the  
 26 original agreement;

27 **WHEREAS**, the fees for the original Agreement was One Million, Three  
 28 Hundred Three Thousand, Nine Hundred and Twenty Dollars (\$1,303,920) and  
 additional services fees are Three Hundred Thousand Dollars (\$300,000); and

2012-1-11 0935

DEC 13 2011 4:3

1           **WHEREAS**, the total cost is now One Million, Six Hundred Three Thousand,  
2 Nine Hundred and Twenty Dollars (\$1,603,920).

3           **NOW, THEREFORE**, in consideration of the foregoing and providing that all  
4 other sections not amended remain intact, the parties hereto do hereby agree as  
5 follows:

6           **A.**     Section II of the Agreement is hereby amended in its entirety to read as  
7 follows:

8                   **II.     SCOPE OF WORK.** The CONSULTANT shall perform all services  
9 and other activities necessary to design and prepare construction documents ready to  
10 advertise and receive bids for the project in accordance with the terms outlined in the  
11 Agreement and exhibits thereto. Additional services to be performed by CONSULTANT  
12 include 8,958 square feet, 19,292 exterior square feet for the breezeway and arcade,  
13 1,162 square feet for a cooling tower structure, redesign of the HVAC system,  
14 additional design for furniture, fixtures and equipment, additional fire protection design,  
15 additional kitchen design coordination, and an additional 12" water line extension as  
16 described in Exhibit "A-1", attached hereto and incorporated by this reference.

17           **B.**     Section IV of the Agreement is hereby amended with regard to  
18 paragraphs IV. A.1 and IV. C.1 only to read as follows:

19                   **IV.     CONSULTANTS COMPENSATION.**

20                   **A.     Determination of Amount**

21                   1.     CONSULTANT agrees to Three Hundred Thousand (\$300,000) for  
22 additional design services as described in paragraph A, II, above and in Exhibit "A-1".  
23 For the services set forth in the Agreement and First Amendment and Exhibits thereto,  
24 the AGENCY shall pay to the CONSULTANT, in the manner hereinafter provided, a fee  
25 of One Million Six Hundred Three Thousand Nine Hundred Twenty Dollars  
26 (\$1,603,920), and shall be paid as provided in paragraph IV, C, Payment.

27                   **C.     Payment**

28                   1.     The AGENCY shall pay the CONSULTANT, upon receipt of

1 itemized statements (with backup documentation upon request), for completed and  
2 approved services under the Agreement and First Amendment thereto, to include the  
3 amended amounts for the various phases (See Exhibit "A-1" and Exhibit B-1 attached  
4 hereto and incorporated by this reference).

5 **Basic Services**

6	Pre-Design Phase	\$42,730
7	Schematic Design Phase	\$283,430
8	Design Development Phase	\$472,430
9	Construction Documents Phase	\$580,430
10	Permit/Bidding	\$20,720
11	Construction Observation	\$186,680
12	<u>Reimbursable</u>	<u>\$17,500</u>
13	<b>TOTAL</b>	<b>\$1,603,920</b>

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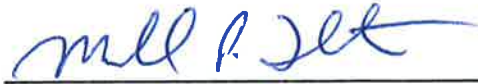
1           **IN WITNESS WHEREOF**, the CONSULTANT and the AGENCY have executed  
2 this Amendment as of the date first above written.

3  
4 **REDEVELOPMENT AGENCY**  
5 **FOR THE COUNTY OF RIVERSIDE**

**TKE ENGINEERING AND PLANNING**

6 

7 \_\_\_\_\_  
8 Bob Buster, Chairman  
9 Board of Directors



\_\_\_\_\_   
Michael Thornton  
President

10 **ATTEST:**

11 Kecia Harper-Ihem  
12 Clerk of the Board



\_\_\_\_\_   
Deputy

  
\_\_\_\_\_   
Jeffrey F. Scott  
Vice President

14 **APPROVED AS TO FORM:**

15 Pamela J. Walls  
16 County Counsel

17  12/01/11  
18 \_\_\_\_\_   
Deputy



## Exhibit "A-1"

### CHANGE ORDER REQUEST

**To:** Chuck Waltman  
County of Riverside RDA

**From:** Michael P. Thornton

**Date:** November 10, 2011

**Re:** Additional Design Services for the Mead Valley Community Center

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At the County's request, TKE has prepared fee information for additional professional services beyond those indicated in our proposed scope of work for the Mead Valley Community Center:

1. Additional building program space, breezeway, arcade and cooling tower structure
2. Additional design request for the HVAC system
3. Additional Furnishings Fixtures and Equipment
4. Additional Fire Protection Plan with Specifications
5. Additional Kitchen Design Coordination
6. Additional 12" Domestic Water Line Extension per EMWD Requirements

TKE has completed the project tasks as noted above for a fixed fee of **\$300,000**. Invoices will be due and payable within thirty (30) days.

TKE welcomes the opportunity to continue working with the County and looks forward to discussing this proposal with you.

Sincerely,  
TKE Engineering and Planning

Acceptance  
County of Riverside RDA

Michael P. Thornton, P.E.  
President

Chuck Waltman  
County of Riverside RDA







# Exhibit "A"

**CONSULTING SERVICES AGREEMENT  
 BY AND BETWEEN THE REDEVELOPMENT AGENCY  
 FOR THE COUNTY OF RIVERSIDE  
 AND TKE ENGINEERING AND PLANNING FOR THE MEAD VALLEY COMMUNITY  
 CENTER RENOVATION PROJECT**

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 5 THIS AGREEMENT is made and entered into this 14<sup>th</sup> day of December, 2010,  
 6 by and between the REDEVELOPMENT AGENCY FOR THE COUNTY OF  
 7 RIVERSIDE, a public body corporate politic in the State of California, herein referred to  
 8 as "AGENCY," and TKE ENGINEERING AND PLANNING, a Professional Corporation  
 9 under the laws of the State of California, herein referred to as "CONSULTANT,"  
 10 mutually agree as follows:

**RECITALS**

11  
 12 **WHEREAS**, AGENCY is a redevelopment agency duly created, established and  
 13 authorized to transact business and exercise its powers, all under and pursuant to the  
 14 provisions of the Community Redevelopment Law which is Part 1 of Division 24 of the  
 15 California Health and Safety Code (commencing with Section 33000 et seq.); and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9 **1. COMMUNITY MEETINGS:**

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

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

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

28 **C. SCHEMATIC DESIGN PHASE:**

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

10 **1. OPINION OF COST:**

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

13 **2. REVISED SCHEMATIC DOCUMENTS:**

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

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

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

21 **4. SCHEMATIC INTERIOR DESIGN:**

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

24 **5. PROJECT SCHEDULE:**

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

27 **6. STATUS REPORT:**

28 CONSULTANT shall prepare monthly status reports which shall be submitted

1 with invoicing.

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

12 **1. REVISED OPINION OF COST:**

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

16 **2. REVISE DESIGN DEVELOPMENT:**

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

19 **3. PROJECT SCHEDULE:**

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

22 **4. STATUS REPORTS:**

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

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

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

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

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

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

**3. PERMITTING AND CODE REVIEW:**

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

**4. DOCUMENT SUBMITTAL:**

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

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

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

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

9 **6. FINAL P.S. &E.:**

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

16 **7. PROJECT SCHEDULE:**

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

19 **8. STATUS REPORT:**

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

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

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

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



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

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

6 **G. CONSTRUCTION OBSERVATION:**

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

21 **1. SITE VISITS:**

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

28 **2. CONTRACTOR INVOICE REVIEW:**

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

3 **3. SUBMITTAL REVIEWS:**

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

9 **4. FINAL INSPECTION:**

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

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

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

26 **6. PROJECT SCHEDULE:**

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

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**7. STATUS REPORT:**

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

**H. EXTRA WORK:**

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

Extra work shall include, but not be limited to:

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

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

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

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

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

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

19 **A. Determination of Amount**

20 1. For the services hereinabove required AGENCY shall pay to  
21 CONSULTANT, in the manner hereinafter provided, a fee of One  
22 Million, Three Hundred Three Thousand, Nine Hundred Twenty  
23 dollars (\$1,303,920) and shall be paid as provided in paragraph IV,  
24 C, Payment.

25 2. If the accepted bid amount is higher or lower than the construction  
26 cost established prior to bidding, CONSULTANT's fee will not be  
27 changed, except for increases in scope of work which will be  
28 compensated per terms outlined below in IV, B, Additional

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Services.

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

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

b. Expenses for postage of drawings and specifications.

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

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

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

1 provisions of said Chapter 1 and will comply with them.

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

13 **B. Additional Services:**

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

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

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

10 **C. Payment.**

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

15 **Basic Services**

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

23 **TOTAL** **\$1,303,920**

24  
25 **Pre-Design Phase**

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

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



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

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

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

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Project Schedule	\$6,520
Status Report	\$6,520
<b>Subtotal</b>	<b>\$186,680</b>
<b>BIDDING/CONSTRUCTION OBSERVATION FEES</b>	<b>\$207,400</b>

Invoiced upon acceptance and approval of the following:  
Punch list development and monitoring of completion of punch list items; collection of warranties; collection of operation and maintenance manuals; equipment commissioning; operations and security walk through; staff instructions/training (if desired); and preparation of record drawings (As-Builts).

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

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

**V. DUTIES OF CONSULTANT**

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

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

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

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

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

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

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

4 A. AGENCY shall make available to CONSULTANT all information in  
5 AGENCY'S possession which may be requested in order to perform the  
6 services required of him under this Agreement. CONSULTANT shall  
7 advise AGENCY of any known errors, inconsistencies, or problems they  
8 may observe in such information.

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

13 C. AGENCY shall promptly consider and act upon such written requests or  
14 recommendations of CONSULTANT as may be necessary to proceed with  
15 the progress of construction.

16 D. AGENCY agrees that the General Contractor is solely responsible for  
17 jobsite safety and warrants that this intent shall be made evident in the  
18 agreement between AGENCY and the General Contractor.

19 **VII. DOCUMENTS.**

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

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

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

16 **VIII. INSURANCE.** Without limiting or diminishing CONSULTANT's obligation to  
17 indemnify and hold AGENCY harmless, CONSULTANT shall procure and  
18 maintain, or cause to be maintained at its sole cost and expense, the following  
19 insurance coverage during the term of this Agreement:

20 a. **Workers' Compensation:**

21 If CONSULTANT has employees as defined by the State of  
22 California, CONSULTANT shall maintain Workers' Compensation  
23 Insurance (Coverage A) as prescribed by the laws of the State of  
24 California. Policy shall include Employers' Liability (Coverage B)  
25 including Occupational Disease with limits not less than One Million  
26 dollars (\$1,000,000) per person per accident. Policy shall be  
27 endorsed to waive subrogation in favor of AGENCY and, if  
28 applicable, provide a Borrowed Servant/Alternate Employer

1 Endorsement.

2 b. **Commercial General Liability:**

3 Commercial General Liability insurance coverage including, but not  
4 limited to, premises liability, contractual liability, products and  
5 completed operations liability, personal and advertising injury, and  
6 cross liability coverage, covering claims that arise from or out of  
7 CONSULTANT's operations or the performance of its obligations  
8 hereunder. Policy shall name, by Policy Endorsement, AGENCY,  
9 the County of Riverside, their respective Directors, Officers, Special  
10 Districts, Board of Supervisors, employees, elected or appointed  
11 officials, agents or representatives as Additional Insureds. Policy's  
12 limit of liability shall not be less than One Million dollars  
13 (\$1,000,000) per occurrence combined single limit. If such  
14 insurance contains a general aggregate limit, it shall apply  
15 separately to this Agreement or be no less than two (2) times the  
16 occurrence limit.

17 c. **Vehicle Liability:**

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



1 Additional Insureds.

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

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

9 e. **Professional Liability:**

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

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

28 (1) Any insurance carrier providing insurance coverage hereunder shall

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22 **X. TERMINATION.**

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

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

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

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

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

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

20 **XI. MISCELLANEOUS PROVISIONS.**

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

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

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

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

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



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

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

11 ///

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

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

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

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

additive or deductive price for the change order.

I. Construction Period Site Visits/Communication:

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

CONSULTANT shall be allowed the option of providing onsite services in lieu of in-office services for the express purpose of expediting the interpretation of drawings, processing of shop drawings and processing of clarification requests. The additional on-site time shall not be interpreted by the parties as any increased responsibility for actual construction observation.

J. Jurisdiction/Venue/Attorneys Fees:

The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Litigation arising from this Agreement shall be brought in California Courts. The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

K. Hazardous Materials:

It is acknowledged by both parties that CONSULTANT's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event CONSULTANT or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of CONSULTANT's services, CONSULTANT may, at CONSULTANT's option and without liability for consequential or any other damages,

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

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

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

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

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

28 ///

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

2 \_\_\_\_\_  
3 (To be filled in by Clerk of the Board)  
4

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

**TKE ENGINEERING AND PLANNING**

7  
8 Marion Ashley  
9 Marion Ashley, Chairman  
Board of Directors

MLP Jett  
Signature

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

President  
Title

14  
15 [Signature]  
16 Deputy

[Signature]  
SIGNATURE

17  
18  
19 **APPROVED AS TO FORM:**  
20 Pamela J. Walls  
County Counsel

VICE PRESIDENT  
TITLE

21  
22 [Signature] 11/29/10  
23 Deputy

# EXHIBIT "A"

## PROJECT UNDERSTANDING

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

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

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

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

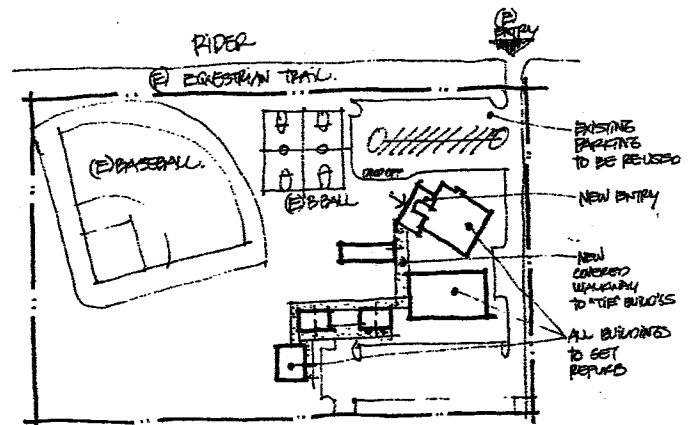
1. Constructing a new Community Center site, while phasing the construction to continue services to the community

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

## Additional Findings

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

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



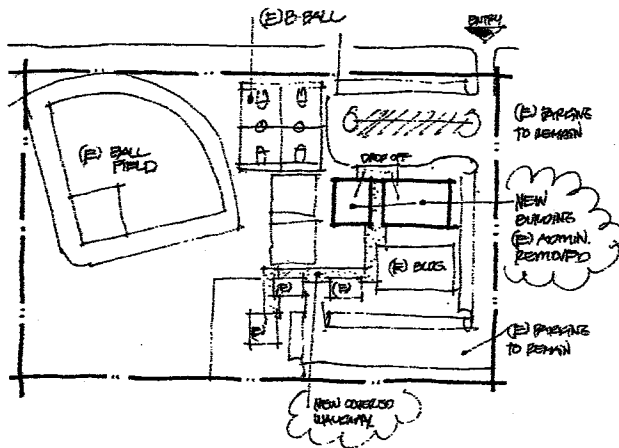
## SCOPE OF SERVICES

I. **Pre-Design Phase:** Upon written authorization by Project Manager to proceed with Pre-Design Services, Architect shall:

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

# EXHIBIT "A"

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



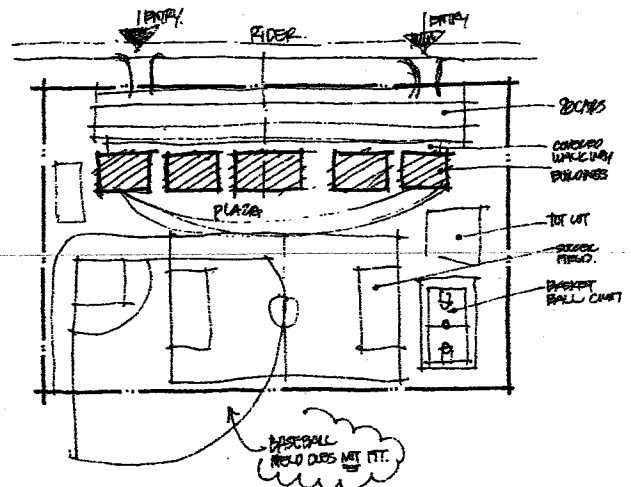
## II. Schematic Design Phase:

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

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

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

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



## III. Design Development Phase:

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

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

# EXHIBIT "A"

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

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

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

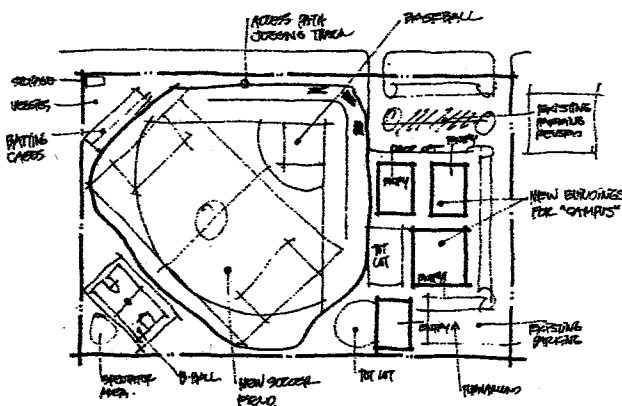
1. Demolition
2. Site Grading
3. Paving
4. Drainage
5. Striping
6. Drainage Study Report
7. SWPPP
8. Sewer and Water
9. Off Site Improvements
10. Landscape
11. Tot-Lot
12. Irrigation
13. Architectural
14. Structural
15. Mechanical/Plumbing
16. Electrical
17. Floor Plan
18. Interior Design
19. Elevations
20. Cross-Sections

16. Specifications describing the size, character, and quality of the entire Project in its essentials as to kinds and locations of materials, and type of structural, mechanical, and electrical system.

- b. **(100%) Construction Documents:** TKE will submit for final review and acceptance to the Agency, after obtaining all regulatory agencies' approvals, i.e. Building & Safety, Environmental Health, Planning or other required approvals, five sets of Construction Documents consisting of working drawings and specifications at the One Hundred (100) percent point of completion.

- c. **Code Review:** Prepare Construction Documents in full compliance with all applicable building codes, ordinances and other regulatory requirements in force at the time of Contract award.

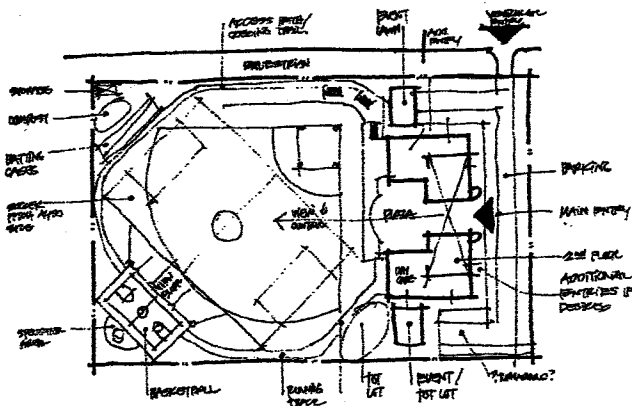
- d. **Document Submittal:** Prepare Construction Documents in such detail as may be required to obtain competitive bidding for the entire Project or any division of work. Furnish the Agency at no additional expense one (1) complete set of the bid drawings and specifications. The bid drawings shall be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



- IV. **Construction Document:** After acceptance of Design Development Documents and Project Construction Cost Estimate and upon receipt of written authorization from the Project Manager to proceed with the preparation of Construction Documents, Architect shall:
- a. **P.S.&E. Documents:** Prepare from accepted Design Development Documents, Construction

# EXHIBIT "A"

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



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

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

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

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

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



# EXHIBIT "A"

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

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





# EXHIBIT "C"

## TKE 2010 - 2011

### TKE ENGINEERING SERVICES

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

### TKE SURVEYING SERVICES

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

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

### TKE REIMBURSABLE COSTS

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



# EXHIBIT "C"

## Sub – Consultants 2010 - 2011

### CHARLES BROWN ARCHITECT

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

### ISE STRUCTURAL ENGINEERING SERVICES

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

### JCA ENGINEERING SERVICES

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

### DESIGN WEST ENGINEERING SERVICES

Principal Engineering . .....	\$160.00
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#### *Energy Services*

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

#### *Mechanical and Plumbing Engineering*

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

#### *Electrical Engineering*

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

#### *Low Voltage Engineering*

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

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

## EARTH – STRATA ENGINEERING SERVICES

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