

939

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



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
March 13, 2014

**SUBJECT:** Hemet Regional Service Center-Parking Lot Expansion, District 3, [\$0]

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

1. Approve and authorize the Chairman of the Board to execute the attached Agreement for Engineering Services with Cozad & Fox, Inc., in the amount of \$89,643 for engineering and construction administration services for the Hemet Regional Service Center-Parking Lot Expansion Project; and
2. Authorize the Assistant County Executive Officer/EDA to administer the agreement in accordance with applicable Board policies.

**BACKGROUND:**

**Summary**

(Commences on Page 2)

Robert Field  
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

<b>SOURCE OF FUNDS:</b> N/A	<b>Budget Adjustment:</b> No
	<b>For Fiscal Year:</b> 2013/14

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

Reviewed by  
CIP TEAM  
  
4/1/2014

County Executive Office Signature

APPROVE

BY:

Rohini Dasika

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Stone, Benoit and Ashley  
Nays: None  
Absent: Tavaglione  
Date: April 8, 2014  
xc: EDA

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

Prev. Agn. Ref.: 3-10 Of 1/28/14; 3-8 of 5/7/13      District: 3/3      Agenda Number:

3-8

FORM APPROVED COUNTY COUNSEL  
DATE 3/13/14  
BY: [Signature]  
TAKISTAL VICTOR

Departmental Concurrence

FISCAL PROCEDURES APPROVED  
PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
BY: [Signature] 3/27/14  
Esteban Hernandez

- A-30
- Positions Added
- 4/5 Vote
- Change Order

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

Economic Development Agency

**FORM 11:** Hemet Regional Service Center-Parking Lot Expansion, District 3, [\$0]

**DATE:** March 13, 2014

Page 2 of 2

**BACKGROUND:**

**Summary**

The Economic Development Agency (EDA) released a Request for Qualifications (RFQ) to solicit civil engineering and construction management services from qualified firms for the parking lot expansion project. In September 2013, EDA received five Statements of Qualifications which were reviewed and evaluated. The firm of Cozad and Fox, Inc., was selected. Cozad and Fox, Inc., shall provide all necessary preliminary engineering, design, utility coordination, geotechnical engineering, document preparation, bidding, and construction management services under this agreement in the amount of \$89,643. The project design budget will also include a ten percent (10%) contingency totaling \$8,964.

Engineering/Design Fee:	\$89,643
Contingency (10%):	<u>\$ 8,964</u>
<b>Total Design Budget:</b>	<b>\$98,607</b>

Staff recommends that the Board approve and authorize the Chairman to execute the attached engineering services agreement between Cozad and Fox, Inc., and the Economic Development Agency.

**Impact on Residents and Businesses**

The Hemet Regional Services Center provides a variety of essential programs and services to residents in the Hemet, San Jacinto, and Mid-County areas. The Center's parking must be expanded and renovated to eliminate parking and traffic congestion, enhance pedestrian safety, and improve access for clients and staff.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

All costs associated with this project will be funded with CDBG funds. Therefore, no net county costs will be incurred as a result of this agreement. No budget adjustment is required. The Board approved the project budget in the amount of \$500,000 on January 28, 2014 Agenda Item 3-10.

**ATTACHMENTS:**

Agreement for Engineering Services (3 original copies)



1 I. DESCRIPTION. ENGINEER shall provide complete and fully engineered parking lot  
2 improvement plans for the Hemet Regional Service Center Parking Lot Improvement Project.  
3 ENGINEER shall provide assistance in project bidding; conceptual design; project schedule;  
4 cost estimates; and monthly status reports during construction. ENGINEER shall also conduct  
5 weekly meetings with contractor; assist COUNTY during construction; review contractor's pay  
6 submittals; prepare bid solicitation; review shop drawings and submittals during construction;  
7 conduct final walk through at completion of ninety (90) day maintenance period; prepare "punch  
8 list" recommendations; and provide final record drawings from data provided by contractor as  
detailed further in Exhibit "A" attached hereto and incorporated by this reference.

9 II. SCOPE OF WORK. The ENGINEER shall perform all services and other activities  
10 necessary to design and prepare construction documents ready to advertise and receive bids for  
11 the project in accordance with the terms of this Agreement and as outlined in Exhibit "A".

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

15 A. PRELIMINARY ENGINEERING / PROJECT START: ENGINEER will meet  
16 with COUNTY staff periodically over the course of preliminary design and  
17 engineering to include an evaluation of existing drainage patterns, on-site  
18 retention, and elevations, as well as recommendations on engineering and  
19 construction of the desired improvements. Work under this phase to be completed  
20 as set forth in Exhibit "A". If determined necessary, the COUNTY will provide a  
21 geotechnical investigation.

22 B. CONCEPTUAL DESIGN: Using the design program criteria established at the  
23 pre-design meeting, the ENGINEER will develop a conceptual design and two  
24 alternatives for the PROJECT. The conceptual alternatives will define the various  
25 PROJECT features, such as, but not limited to, activity areas, pathways, parking,  
26 fencing, and lighting. The ENGINEER will prepare opinions of probable costs  
27 for the three alternatives and meet with COUNTY staff to review the conceptual  
28 alternatives and cost opinions.

1 C. PRELIMINARY DESIGN: Using the direction provided by the COUNTY staff,  
2 the ENGINEER will develop a preliminary project plan representative of the  
3 direction given. The ENGINEER will prepare an exhibit showing materials,  
4 structures, and other features proposed for the PROJECT.

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

21 E. BIDDING: ENGINEER and its SUBCONSULTANTS will make available all  
22 drawings, specifications, and other contract documents for bidding purposes;  
23 prepare and issue necessary addenda not later than a reasonable period before the  
24 time fixed to receive bids, and submit the same for approval of the COUNTY  
25 before award of the contract; consult with and make specific recommendations to  
26 COUNTY concerning responsibility of bidders and proposed subcontractors and  
27 concerning acceptance or rejection of bids and alternate bids; provide timely  
28 notice to COUNTY to issue the "Notice to Proceed" to the contractor to

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

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

1 COUNTY any required written warranties submitted by the contractor; file with  
2 COUNTY the record drawings, and specifications prepared by the contractor and  
3 for which the contractor assumes sole responsibility for the accuracy and  
4 completeness thereof. The ENGINEER shall not have the authority to stop the  
5 construction work for any reason. The ENGINEER shall not have control over or  
6 charge of and shall not be responsible for construction means, methods, techniques,  
7 schedules, sequences or procedures, fabrication, procurement, shipment, delivery,  
8 receipt or installation, or for safety precautions and programs in connection with the  
9 Work, since these are solely the Contractor's responsibility under the Contract for  
10 Construction. The ENGINEER shall not have control over or charge of acts or  
11 omissions of the Contractor, Subcontractors, or their agents or employees, or of any  
12 other persons or entities performing or supplying portions of the Work.

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

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

27 I. EXTRA WORK: Extra work shall be performed only when requested or  
28 approved by the COUNTY in writing, after written notice from the ENGINEER

1 as to the estimated cost thereof. Extra work shall include, but not be limited to:

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



- 1 11. Provide services in connection with the preparation for, or attendance at,  
2 public hearings or other meetings, or legal proceedings, except where the  
3 ENGINEER is a party thereto.
- 4 12. Revise construction documents so as to bring the cost of the PROJECT  
5 within the adjusted cost estimate without any program alteration as  
6 specified and limited in Paragraph IV.C., herein.
- 7 13. Provide any other services not otherwise included in this AGREEMENT.

8 IV. ENGINEER'S COMPENSATION.

9 A. Determination of Amount

- 10 1. For the services hereinabove required the COUNTY shall pay to the  
11 ENGINEER, in the manner hereinafter provided, a fixed fee of **Eighty-**  
12 **Nine Thousand, Six Hundred and Forty Three (\$89,643) dollars**, as  
13 outlined in attached Exhibit "B," and shall be paid as provided in  
14 Paragraph IV. C., Payment.
- 15 2. If the accepted bid amount is higher or lower than the construction cost  
16 established prior to bidding, the ENGINEER's fixed fee will not be  
17 changed, except for increases in scope of work or other revisions made  
18 which will be compensated per terms outlined below in IV, B, Additional  
19 Services.
- 20 3. If the PROJECT is placed on hold by the COUNTY for more than ninety  
21 (90) days due to circumstances beyond the direct control of the  
22 ENGINEER, the schedule shall be adjusted and the ENGINEER'S  
23 compensation shall be equitably adjusted to provide for expenses incurred  
24 in the interruption and resumption of the ENGINEER'S services.
- 25 4. Authorized reimbursable expenses shall be paid at ENGINEER's cost,  
26 plus 15%. Authorized reimbursable expenses are as follows, and shall not  
27 exceed: \$2,400.
  - 28 a. Expenses for travel directly related to this project effort shall be

1 provided as a reimbursable expense to the PROJECT.

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

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

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

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

24 b. Pursuant to Section 1773 of the Labor Code, the general prevailing  
25 wage rates, including the per diem wages applicable to the work,  
26 and for holiday and overtime work, including employer payments  
27 for health and welfare, pension, vacation, and similar purposes, in  
28 the County of Riverside in which the work is to be done, have been

1 determined by the Director of the Department of Industrial  
2 Relations, State of California. These wages are set forth in the  
3 General Prevailing Wage Rates for this PROJECT, available from  
4 the California Department of Industrial Relations' Internet web  
5 site.. Future effective prevailing wage rates which have been  
6 predetermined and are on file with the California Department of  
7 Industrial Relations are referenced but not printed in the general  
8 prevailing wage rates. The Federal minimum wage rate  
9 requirements as predetermined by the Secretary of Labor are set  
10 forth in the books issued for bidding purposes, referred to herein as  
11 Project Bid Documents (Special Federal Provisions), and in copies  
12 of this book which may be examined at the office described above  
13 where the project plans, special provisions, and proposal forms  
14 may be seen. Addenda to modify the minimum wage rates, if  
15 necessary, will be issued to holders of the Project Bid Documents.

16 B. Additional Services

- 17 1. Payments for additional services authorized by the COUNTY shall be  
18 made upon acceptance of said services by the Assistant County Executive  
19 Officer/EDA, and in accordance with Article III. I, and one of the  
20 following as determined by the Assistant County Executive Officer/EDA:
- 21 a. By negotiation between COUNTY and ENGINEER.
  - 22 b. Per the ENGINEER's and ENGINEER's consultants' hourly rate  
23 schedules attached to this AGREEMENT.
- 24 2. The ENGINEER shall not be entitled to additional fee for deductive  
25 change orders nor shall his fee be reduced due to deductive change orders.
- 26 3. The compensation herein provided shall be full payment to the  
27 ENGINEER for all services rendered by him and all persons engaged or  
28 employed by him in the performance of this Agreement, and no additional

1 payment or reimbursement shall be made therefore or for any travel or  
2 other expenses incurred by the ENGINEER or such persons, except as  
3 may be specifically provided in writing between the parties. No deduction  
4 from the ENGINEER's compensation shall be made on account of any  
5 sum paid to or withheld from a contractor.

6 C. Payment.

- 7 1. The COUNTY shall pay the ENGINEER, upon his itemized statement  
8 (with backup documentation upon request), for completed and approved  
9 services under this Agreement in the various phases (See Exhibits "A and  
10 B").
- 11 2. COUNTY agrees that timely payment is a material part of the  
12 consideration of this Agreement. The COUNTY shall review submitted  
13 invoices and within fourteen (14) calendar days of receipt notify  
14 ENGINEER in writing of questions or disputed amounts. Within thirty  
15 (30) calendar days from the day the COUNTY receives an invoice, the  
16 COUNTY shall make payment of all amounts due, which have not been  
17 previously identified as a disputed amount and remain unresolved.  
18 Amounts unpaid thirty (30) days after the invoice date shall bear interest at  
19 the rate of one and one-half percent (1-1/2%), pursuant to Civil Code  
20 §3320.

21 V. DUTIES OF ENGINEER

- 22 A. Upon execution hereof, the ENGINEER shall proceed with the work in  
23 accordance with Exhibit "A", each phase shall be approved in writing by the  
24 COUNTY and a Notice to Proceed issued prior to commencing subsequent  
25 phases.
- 26 B. The ENGINEER's work on each phase shall be performed in such manner and  
27 form as will to the extent within the control of the ENGINEER receive approval  
28 of any COUNTY, local, state, or federal entity having jurisdiction to approve the

1 same, and he shall furnish all engineering information and data necessary to meet  
2 the requirements of such entity or agencies in order to secure approval to  
3 construct the project or for financial aid in connection therewith, if requested to  
4 do so by the COUNTY. However, the ENGINEER shall not be required to sign  
5 any documents that would result in the ENGINEER having to certify, guarantee,  
6 or warrant the existence of conditions whose existence the ENGINEER cannot  
7 ascertain.

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

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

1 in advance by the COUNTY, including any additional engineering fees described  
2 above.

3 E. The ENGINEER shall obtain and maintain, during the term of performance of this  
4 Agreement, such workmen's compensation insurance as may be necessary to  
5 protect himself from claims under workmen's compensation laws and to relieve  
6 the COUNTY from any responsibility there under.

7 F. The ENGINEER shall deal directly with the duly appointed Project Manager from  
8 COUNTY in all matters pertaining to the project construction.

9 VI. DUTIES OF THE COUNTY.

10 A. The COUNTY shall make available to the ENGINEER all information which  
11 may be requested in order to perform the services required of him under this  
12 Agreement. The ENGINEER may rely upon the accuracy and completeness of all  
13 information provided by the COUNTY including, but not limited to, surveys,  
14 tests, and reports. The ENGINEER shall advise the COUNTY of any known  
15 errors, inconsistencies, or problems they may observe in such information.

16 B. The COUNTY shall pay all fees required by any state, local, or federal agencies  
17 for filing and checking any of the work of the ENGINEER or sub-consultants.  
18 The COUNTY shall also pay such fees as shall be necessary to secure building  
19 and related permits for the work from governmental agencies.

20 C. During such portion of the construction period as the COUNTY deems necessary,  
21 the COUNTY shall provide and compensate the building inspectors, who shall  
22 provide code interpretation and compliance with the construction documents  
23 inspection.

24 D. The COUNTY shall promptly consider and act upon such written requests or  
25 recommendations of the ENGINEER as may be necessary to proceed with the  
26 progress of construction.

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

1 between the COUNTY and the General Contractor. The COUNTY also agrees  
2 that the COUNTY, ENGINEER, and its sub-consultants shall be indemnified and  
3 named as additional insured under the General Contractor's General Liability  
4 Insurance Policy.

5 VII. DOCUMENTS.

6 A. The COUNTY acknowledges that the ENGINEER's reports, drawings,  
7 specifications, field data, field notes, laboratory test data, calculations, estimates  
8 and other similar documents are instruments of professional service, not products.  
9 Although ownership of such documents normally is retained by the ENGINEER  
10 they nonetheless shall in this instance become upon their creation the property of  
11 the COUNTY whether the Project is constructed or not; however, this provision  
12 shall not be interpreted as a waiver by ENGINEER of any claims for  
13 compensation under Section III.I. (Extra Work) or Section IV. "ENGINEER'S  
14 COMPENSATION." The COUNTY may use the design documents and the  
15 designs depicted in them, without the ENGINEER's consent, in connection with  
16 the Project or other COUNTY projects, including, without limitation, future  
17 additions, alterations, connections, repairs, information, reference, use or  
18 occupancy of the Project(s). Any reuse or modification of the documents by  
19 COUNTY without the written consent of the ENGINEER shall be at COUNTY's  
20 sole risk and without liability or legal exposure to the ENGINEER, and COUNTY  
21 shall indemnify and hold the ENGINEER harmless from any claims or losses  
22 arising out of such use or modification of the design documents by the COUNTY  
23 or any party that acquires the design documents from or through the COUNTY.

24 B. Upon completion of each of the Phases described in Exhibit "A", the ENGINEER  
25 shall furnish to the COUNTY six (6) copies of all documents for that phase.  
26 Upon approval thereof by the COUNTY, the ENGINEER shall furnish one  
27 reproducible set along with a CD in *AutoCAD* of construction documents.

28 //

1 VIII. INSURANCE – Without limiting or diminishing ENGINEER’s obligation to indemnify  
2 and hold the COUNTY harmless, ENGINEER shall procure and maintain, or cause to be  
3 maintained at its sole cost and expense, the following insurance coverage during the term  
4 of this Agreement. As respects to the insurance section only, the COUNTY herein refers  
5 to the County of Riverside, its Agencies, Districts, Special Districts, and Departments,  
6 their respective directors, officers, Board of Supervisors, employees, elected or appointed  
7 officials, agents or representatives as Additional Insureds.

8 A. Workers’ Compensation:

9 If ENGINEER has employees as defined by the State of California,  
10 ENGINEER shall maintain Workers' Compensation Insurance (Coverage  
11 A) as prescribed by the laws of the State of California. Policy shall include  
12 Employers’ Liability (Coverage B) including Occupational Disease with  
13 limits not less than \$1,000,000 per person per accident. Policy shall be  
14 endorsed to waive subrogation in favor of the COUNTY.

15 B. Commercial General Liability:

16 Commercial General Liability insurance coverage, including but not  
17 limited to, premises liability, unmodified contractual liability, products  
18 and completed operations liability, personal and advertising injury, and  
19 cross liability coverage, covering claims that arise from or out of  
20 ENGINEER’s operations or the performance of its obligations hereunder.  
21 Policy shall name the COUNTY as Additional Insureds. Policy’s limit of  
22 liability shall not be less than \$2,000,000 per occurrence combined single  
23 limits. If such 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.

26 C. Vehicle Liability:

27 If vehicles or mobile equipment are used in the performance of the  
28 obligations under this Agreement, then ENGINEER shall maintain



1 liability insurance for all owned, non-owned or hired vehicles in an  
2 amount not less than \$1,000,000 per occurrence combined single limit. If  
3 such insurance contains a general aggregate limit, it shall apply separately  
4 to this Agreement or be no less than two (2) times the occurrence limit.  
5 Policy shall name the COUNTY Additional Insureds.

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

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

13 **E. Professional Liability:**

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

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

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

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

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

17 (3) ENGINEERS shall cause its insurance carrier(s) to furnish the COUNTY  
18 with either 1) a properly executed original Certificate(s) of Insurance and  
19 certified original copies of Endorsements effecting coverage as required  
20 herein, or 2) if requested to do so in writing by the COUNTY Risk  
21 Manager, provide original Certified copies of policies including all  
22 Endorsements and all attachments thereto, showing such insurance is in  
23 full force and effect. Further, said Certificates(s) and policies of insurance  
24 shall contain the covenant of the insurance carrier(s) that thirty (30) days  
25 written notice (ten (10) days written notice for non-payment of premium)  
26 shall be given to the COUNTY prior to any cancellation, expiration or  
27 reduction in coverage of such insurance. ENGINEER shall provide thirty  
28 (30) days written notice to Client prior to implementation of a reduction of

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

16 (4) It is understood and agreed to by the parties hereto and the ENGINEER's  
17 insurance (except Professional Liability and Workers' Compensation) shall  
18 be construed as primary insurance, and the COUNTY's insurance and/or  
19 deductibles and/or self-insured retentions or self-insured programs shall  
20 not be construed as contributory.

21 (5) If, during the term of this Agreement or any extension thereof, there is a  
22 material change in the scope of services; or, there is a material change in  
23 the equipment to be used in performance of the scope of work which will  
24 add additional exposures (such as the use of aircraft, watercraft, cranes,  
25 etc.); or, the term of this Agreement, including any extensions thereof,  
26 exceeds five (5) years, the COUNTY reserves the right to reasonably  
27 adjust the types of insurance required under this Agreement and the  
28 monetary limits of liability for the insurance coverage's currently required

1                    herein; if in the COUNTY Risk Manager's reasonable judgment, the  
2                    amount or type of insurance carried by the ENGINEER has become  
3                    inadequate.

4                    (6) ENGINEER shall pass down the insurance obligations contained herein to  
5                    all tiers of subcontractors working under this Agreement.

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

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

11 IX. INDEMNITY AND HOLD HARMLESS.

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

23                    B. As respects each and every indemnification herein ENGINEER shall defend and  
24                    pay, at its sole expense, all costs and fees including but not limited to attorney  
25                    fees, cost of investigation, and defense and settlements or awards against the  
26                    Indemnitees.

27                    C. With respect to any action or claim subject to indemnification herein by  
28                    ENGINEER, ENGINEER shall, at their sole cost, have the right to use counsel of

1 their own choice and shall have the right to adjust, settle, or compromise any such  
2 action or claim without the prior consent of COUNTY; provided however, that  
3 any such adjustment, settlement or compromise in no manner whatsoever limits or  
4 circumscribes ENGINEER'S indemnification to Indemnitees as set forth herein.

5 D. ENGINEER'S obligation hereunder shall be satisfied when ENGINEER has  
6 provided to Indemnitees the appropriate form of dismissal relieving Indemnitees  
7 from any liability for the action or claim involved.

8 E. The specified insurance limits required in this Agreement shall in no way limit or  
9 circumscribe ENGINEER'S obligations to indemnify and hold harmless  
10 Indemnitees from third party claims. In the event there is conflict between this  
11 clause and California Civil Code Section 2782, this clause shall be interpreted to  
12 comply with Civil Code 2782. Such interpretation shall not relieve the  
13 ENGINEER from indemnifying the COUNTY to the fullest extent allowed by  
14 law.

15 X. TERMINATION.

16 A. The COUNTY shall have the right to terminate this Agreement at any time, with  
17 or without cause, upon fourteen (14) days prior written notice. Upon receipt of  
18 notice, the ENGINEER shall immediately discontinue work and cancel all  
19 outstanding commitments for material, equipment or subcontractors that may be  
20 cancelled without undue cost. ENGINEER shall notify COUNTY of  
21 commitments that cannot be cancelled without undue cost and COUNTY shall  
22 have the right to determine the best course of action. Subject to compliance with  
23 the foregoing and all other provisions of this Agreement, COUNTY shall pay to  
24 ENGINEER reasonable and proper termination charges which shall not include  
25 anticipated profit. COUNTY shall be entitled to all material specifically  
26 accumulated for the work and included in the above costs. The COUNTY shall  
27 further compensate ENGINEER for actual services performed in accordance with  
28 this Agreement, through the date of termination. ENGINEER shall provide

1 documentation deemed adequate by COUNTY to show the services actually  
2 completed and cost incurred by ENGINEER.

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

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

18 XI. MISCELLANEOUS PROVISIONS.

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

22 B. Unless otherwise required by the COUNTY prior to commencement of the work  
23 in, the construction documents shall be prepared so that all of the work on the  
24 project will be executed under a single construction contract, but the COUNTY  
25 may request the ENGINEER to provide for one or more bid alternates whereby a  
26 reasonably severable portion or portions of the project may be bid as additive  
27 alternates in the event the COUNTY requests that any portion of the work be bid  
28 as additive alternates. The ENGINEER shall not be entitled to any extra

1 compensation for such work. If the additive alternates are let as separate  
2 construction contracts, the COUNTY and the ENGINEER shall agree on the  
3 nature and extent thereof and additional services, if any, will be authorized the  
4 ENGINEER in connection therewith.

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

18 D. The COUNTY's Assistant CEO/EDA or a designated representative, shall  
19 represent the COUNTY initially in any informal discussions or conferences with  
20 the ENGINEER preliminary to or not requiring the action of the COUNTY 's  
21 governing body, unless the COUNTY shall designate some other person or  
22 persons for that purpose. A written summary of conclusions reached at any such  
23 conference will be required of the ENGINEER by the COUNTY.

24 E. This Agreement shall not be assignable by the ENGINEER as to any rights or  
25 duties there under without the prior written consent of the COUNTY, and any  
26 assignment attempted in violation of this provision, or any involuntary  
27 assignment, shall give the COUNTY cause to terminate and cancel this  
28 Agreement the same as for a breach thereof. In other respects this Agreement

1 shall be binding upon and inure to the benefit of the successors and assigns of the  
2 respective parties.

3 F. Any notice or communication under this Agreement shall be transmitted to the  
4 COUNTY's Assistant CEO/EDA or a designated representative and to the  
5 ENGINEER at the following address:

6  
7 **COUNTY**

Susana Orozco, Project Manager  
Riverside County EDA  
3403 Tenth Sidewalk, Suite 400  
Riverside, CA 92501  
(951) 955-9127  
(951) 955-9505 (FAX)

*BRIAN FOX*

8 **ENGINEER**

~~Kevin Cozad~~, Principal  
Cozad & Fox, Inc.  
151 S. Girard Street  
Hemet, CA 92544  
(951) 652-4454  
(951) 766-8942

9  
10  
11 G. Release of Information to the Public: The ENGINEER shall consider all  
12 information regarding the PROJECT as confidential information. Any request for  
13 information from others shall be directed to the COUNTY.

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

- 15 1. Work performed by the ENGINEER or their CONSULTANTS to clarify  
16 or explain a detail or condition in the drawing and/or specifications, the  
17 work will be considered an element of ENGINEER's services and no  
18 payment for extra services will be made.
- 19 2. For other change orders required by the COUNTY, the ENGINEER shall  
20 be paid in accordance with the provisions of section for Extra Work for  
21 the cost for the services performed, regardless of an additive or deductive  
22 price for the change order.

23 I. Construction Period Site Visits/Communication:

24 It is the intention of the COUNTY to schedule biweekly job-site visits. There  
25 may be occasions when fewer will suffice. There may be occasions where more  
26 will be required. The ENGINEER agrees either to be in attendance at these  
27 meetings, or alternatively, to have his engineering consultants and/or those other  
28



1 consultants he considers being appropriate in attendance. The ENGINEER shall  
2 be allowed the option of providing onsite services in lieu of in-office services for  
3 the express purpose of expediting the interpretation of drawings, processing of  
4 shop drawings, and processing of clarification requests. The additional on-site  
5 time shall not be interpreted by the parties as any increased responsibility for  
6 actual construction observation.

7 J. Jurisdiction/Venue/Attorney's Fees:

8 In the event of breach of this Agreement, the prevailing party will be entitled to  
9 recovery of all reasonable costs incurred, including staff time, court costs,  
10 reasonable attorneys' fees, and other related expenses. This Agreement shall be  
11 governed by and construed in accordance with the laws of the State of California.  
12 The Parties agree that this Agreement has been entered into at Riverside,  
13 California, and that any legal action related to the interpretation or performance of  
14 the Agreement shall be filed in the Superior Court for the State of California, in  
15 Riverside, California.

16 K. Hazardous Materials:

17 It is acknowledged by both parties that the ENGINEER's scope of services does  
18 not include any services related to asbestos or hazardous or toxic materials. In the  
19 event the ENGINEER or any other party encounters asbestos or hazardous or  
20 toxic materials at the jobsite, or should it become known in any way that such  
21 materials may be present at the jobsite or any adjacent areas that may affect the  
22 performance of the ENGINEER's services, the ENGINEER may, at the  
23 ENGINEER'S option and without liability for consequential or any other  
24 damages, suspend performance of services on the project until the COUNTY  
25 retains appropriate specialist ENGINEERS or contractors to identify, abate and/or  
26 remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is  
27 in full compliance with applicable laws and regulations.

28 L. Minority Business Enterprise Reporting:

1 The Questionnaire Regarding Engineer, hereto Exhibit "D", is attached to and  
2 part of this Agreement. The information requested is used to compile data  
3 required by HUD for Federally-funded projects. The information is used by HUD  
4 to monitor and evaluate Minority Business Enterprise activities against the total  
5 program activity and the designated Minority Business Enterprise (MBE) goals.

6 M. Additional Federal provisions: This Agreement is subject to the following:

- 7 1. Engineer agrees to provide access to the COUNTY, the U.S. Department  
8 of Housing and Urban Development, the Comptroller General of the  
9 United States, or any of their duly authorized representatives to any books,  
10 documents, papers, and records of the contractor which are directly  
11 pertinent to that specific contract for the purpose of making audit,  
12 examination, excerpts, and transcriptions.
- 13 2. Engineer must retain all required records for no less than three years after  
14 the COUNTY makes final payments and all other pending matters are  
15 closed.
- 16 3. Engineer agrees to comply with all applicable standards, orders, or  
17 requirements issued under section 306 of the Clean Air Act (42 U.S.C.  
18 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive  
19 Order 11738, and Environmental Protection Agency regulations (40 CFR  
20 part 15). (Contracts, subcontracts, and subgrants of amounts in excess of  
21 \$100,000).
- 22 4. Engineer agrees to comply with all mandatory standards and policies  
23 relating to energy efficiency which are contained in the State energy  
24 conservation plan issued in compliance with the Energy Policy and  
25 Conservation Act (Pub. L. 94A 163, 89 Stat. 871).
- 26 5. Engineer agrees to comply with Executive Order 11246 of September 24,  
27 1965, entitled "Equal Employment Opportunity," as amended by  
28 Executive Order 11375 of October 13, 1967, and as supplemented in

1 Department of Labor regulations (41 CFR chapter 60).

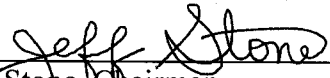
2 6. Engineer agrees that any patent rights with respect to any discoveries or  
3 inventions which arise or are developed in the course of or under this  
4 Agreement shall be the property of the COUNTY.


5 7. Engineer agrees that any copyrights or rights in data that arise or are  
6 developed in the course of or under this Agreement shall be the property  
7 of the COUNTY.

8  
9 IN WITNESS HEREOF, the parties hereto have executed this Agreement on

10 \_\_\_\_\_  
11  
12 **COUNTY OF RIVERSIDE**

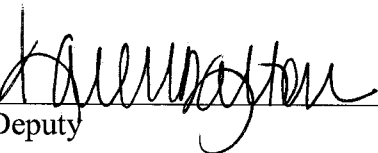
**COZAD & FOX, INC.**

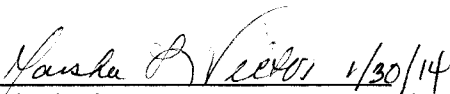
13  
14  
15   
16 Jeff Stone, Chairman  
Board of Supervisors

  
17 \_\_\_\_\_  
18 Brian Fox, President

19  
20  
21 **ATTEST:**  
22 Kecia Harper-Iham  
Clerk of the Board

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

23  
24  
25 By   
Deputy

By  1/30/14  
Principal Deputy County Counsel

# **Exhibit “A”**

**SCOPE OF SERVICES**



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## SCOPE OF SERVICES

### PRELIMINARY DESIGN PHASE

1. **CONCEPTUAL DESIGN** – Cozad & Fox, Inc. will develop the parking lot layout and set key grades for the development of three conceptual grading plans for the EDA's preliminary design review board. Cozad & Fox, Inc. will delineate any easement and layout the parking lot and parking surfaces. Cozad & Fox, Inc. will prepare three (3) conceptual designs and design elevations for the parking lot improvements that include parking, stall layouts, lighting, on-site retention, employee/client break area, fencing and all other respective elements, for review by EDA. Cozad & Fox, Inc. will also prepare a preliminary construction cost estimate, address any right-of-way issues that might be required, and list any utilities, buildings, fences, drought tolerant landscaping, or other items that may be affected by the proposed improvements.
2. **PRELIMINARY DESIGN** – Cozad & Fox, Inc. will meet with the EDA staff and County representatives periodically over the course of preliminary design. The preliminary design will include an evaluation of existing drainage patterns, on-site retention, elevations, and recommendations on engineering and construction of the needed improvements. Cozad & Fox, Inc.'s design will incorporate all available measures to save existing pavement; and minimize the need for right-of-way takes, retaining walls, and utility relocations. If the conceptual design is found to be deficient or unworkable, Cozad & Fox, Inc. will prepare alternative designs satisfactory to EDA. The County will issue a conceptual design approval letter, at which time Cozad & Fox, Inc. will prepare plans for final design services. Preliminary landscaping will also be designed for county review.
3. **DESIGN ALTERNATIVES** – If Cozad & Fox, Inc. at any point during the preliminary design phase does not agree with the preliminary design direction and conceptual design approval letter based on their own value engineering principals (constructability and feasibility concerns), Cozad & Fox, Inc. will immediately notify EDA prior to proceeding with any design direction. EDA will determine the final project scope and design direction.
4. **MEETINGS** – Cozad & Fox, Inc.'s project manager will attend ongoing progress meetings with EDA staff. We anticipate five (5) meetings during the preliminary design phase. The project manager and other appropriate key personnel who are experts in specific areas will also be available to attend presentations, public meetings and public hearings (if necessary). The nature and content of these meetings will be coordinated between Cozad & Fox, Inc.'s project manager and EDA's project manager; Cozad & Fox, Inc. will take, prepare, and distribute minutes for all meetings held over the course of the project's design and review phases, and will continue transcription until the second construction meeting, in which the EDA's construction representative will prepare meeting minutes and agendas.
5. **OPTIONAL - SOLAR COVERED PARKING** – Cozad & Fox, Inc. will explore the preliminary feasibility for installing solar covered parking. Cozad & Fox, Inc. and Horizon Solar Power will evaluate the Southern California Edison requirements, and provide cost analysis to assist EDA staff with the decision of whether to proceed with the Solar Covered Parking Option.

### FINAL DESIGN SERVICES

6. **PROJECT SCHEDULE** – Cozad & Fox, Inc. will prepare and maintain a project schedule that includes realistic periods for final design, reviews, and approvals.



**INSURANCE – Cozad & Fox, Inc.** currently possesses Professional Liability insurance coverage in the minimum amount of \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate with a \$5,000.00 deductible. **Cozad & Fox, Inc.** also possesses \$2,000,000 general liability insurance, \$1,000,000 automobile insurance and \$1,000,000 of workers compensation insurance. Evidence of insurance is already on file at EDA. **Cozad & Fox, Inc.** has no outstanding claims.

**CONTINGENCY – Cozad & Fox, Inc.** understands that the proposed project is contingent upon the approval of the Riverside County Board of Supervisors and the Board of Directors of the Redevelopment Agency for the County of Riverside.

This proposal is our professional appraisal of the services required to complete the included items and is valid for sixty (60) days. Services **not** specifically identified herein as services to be performed by **Cozad & Fox, Inc.** or their consultants are considered **Additional Services** for the purposes of this agreement. Client may request that **Cozad & Fox, Inc.** perform Additional Services. However, any task requested beyond the enclosed estimates will be billed on an hourly basis. Our office will notify the client of these tasks in as timely a manner as possible to establish additional scope, schedule, and fee.

**A MINIMUM FORTY-EIGHT (48) HOUR NOTICE IS REQUIRED PRIOR TO SCHEDULING CONSTRUCTION STAKING.**

**EXCLUSIONS**

The following tasks can be provided by **Cozad & Fox, Inc.** if negotiated under a separate contract for an additional fee. Services relating to any of the following tasks are specifically excluded from this agreement.

- Biological studies
- Bonding documents
- Corner records
- Limit of removal/site clearing
- Lot Book/Title reports
- Major hydraulics or hydrology study
- Off-site sewer
- Plan check fees
- Potholing of utilities
- Public hearings
- Special exhibits
- Special expediting
- Storm drain plans (other than on-site)
- Traffic control for construction
- Traffic control plans
- Traffic study/engineering
- Any other service not specifically set forth in the above scope of services

Revisions made to the “Approved” plans by the client or others will be provided on an hourly basis.

**INSURANCE**

**Cozad & Fox, Inc.** carries professional liability, general liability, automotive, and workman’s compensation insurance. Specific coverage amounts or policy information can be provided upon request.



7. **SURVEY – Cozad & Fox, Inc.** will provide a boundary and topographic survey and all necessary survey work for the completion of project plans and specifications, including Legals and Plats where required (up to 5 each) for dedication of off-site road right of way or other easements, if needed.
8. **UTILITIES/SERVICES – Cozad & Fox, Inc.** will coordinate with the appropriate public utilities to determine the location of utility lines and easements, transformer and meter locations, and fixture schedules. **Cozad & Fox, Inc.** will coordinate utility relocation, if required, and will schedule any necessary relocation so as not to cause construction delays. **Cozad & Fox, Inc.** also will assist the EDA to apply for and secure all utilities/services necessary to serve the improvements. **Cozad & Fox, Inc.** will prepare plans for connections to necessary facilities and submit plans to all potentially affected utilities for their review and modify the construction drawings as needed.
9. **OPTIONAL - SOLAR COORDINATION – Cozad & Fox, Inc.** will explore the feasibility and cost effectiveness for installing covered parking as well as solar covered parking. **Cozad & Fox, Inc.** will coordinate with Horizon Solar Power to evaluate the Southern California Edison requirements and provide preliminary plans for covered parking as well as adding solar panels to covered parking.
10. **ENGINEERING – Cozad & Fox, Inc.** will provide all necessary plans in order to complete the design of the Hemet Regional Service Center Parking Lot. Any off-site street and/or utility improvements will be addressed with EDA staff. **Cozad & Fox, Inc.** anticipates grading, street, lighting (possibly solar), solar covered parking, utilities and landscape/irrigation plans.
11. **CONTRACT DOCUMENTS – Cozad & Fox, Inc.** upon approval of the preliminary design by the EDA staff, will prepare construction drawings and specifications and submit them to the EDA, City of Hemet, the Riverside County Department of Building and Safety (if necessary), the Riverside County Transportation Department, Riverside County Flood Control, County Counsel, and other applicable entities concurrently for review and approval, and make any necessary revisions. The contract documents will comply with the applicable federal, state and local laws, ordinances and codes.
12. **COST ESTIMATES –** Over the course of design, the **Cozad & Fox, Inc.** will prepare four cost estimates, one upon completion of the preliminary plan, a second upon 50% completion of the contract documents, a third upon 90% completion, and a fourth immediately prior to issuance of the Notice Inviting Bids. All work completed on the project will be in conformance with Davis-Bacon and California Prevailing Wage rates.
13. **GEOTECHNICAL INVESTIGATION – Inland Foundation Engineering, Inc.** will provide a geotechnical investigation as necessary for civil/structural engineering and design purposes. An individual or firm holding the appropriate license/registration will perform said investigation and provide speedy inspections. The geotechnical investigation will also include soil borings and design values for the solar covered parking design if needed.
14. **FINAL CONTRACT DOCUMENTS – Cozad & Fox, Inc.** will provide one complete set of mylars for signature by the appropriate Agencies and/or Departments. **Cozad & Fox, Inc.** will provide one copy of all plans on AutoCad and one set of specifications on disk compatible with the latest version of Microsoft Word available. **Cozad & Fox, Inc.** will also provide EDA staff with ten copies of the final contract document package.



15. **PROJECT MANAGEMENT AND MEETINGS** – Cozad & Fox, Inc.'s, project manager shall attend scheduling and progress meetings with EDA staff as needed. There will be monthly or maybe bi-weekly meetings during design (depending on the phase). The project manager or the other appropriate key personnel who are expert in specific areas shall also be available to attend presentations, public meetings and public hearings (if necessary). There will be approximately three (3) community meetings to attend. The nature and content of these meetings will be coordinated with the EDA's project manager. Cozad & Fox, Inc. will take, prepare, and distribute minutes for all meetings held over the course of the project.

#### OPTIONAL

16. **INFILTRATION TESTING** – Inland Foundation Engineering, Inc. If infiltration testing is required to assess the infiltration characteristics of the near surface soils for landscape design, we are able to conduct infiltration testing per the Riverside County – Low Impact Development BMP Design Handbook (2011). The infiltration testing will be conducted for the purpose of providing test data to designers for water disposal. Our testing will be conducted in accordance with the *ASTM Standard Test for Infiltration Rate of Soils in Field Using Double Ring Infiltrometer* (ASTM D3385) test method. A staff geologist will conduct the actual infiltration testing with equipment manufactured to meet the specifications of the ASTM Test Method. For our testing, a backhoe will be used to excavate two test pits at the depths requested by the civil engineer or landscape architect. A water meter and backflow preventer device will be required to fill the water trailer used for this testing. Based on the testing, rates will be provided with units of inches per hour. Factors of Safety outlined in the Low Impact Development BMP Design Handbook should be applied to the infiltration rates provided.

#### CONSTRUCTION SERVICES

17. **BIDDING SERVICES** – Cozad & Fox, Inc. will provide bid phase services to include distributing bid packets, answering questions from prospective bidders, conducting the pre-bid conference, participating in the bid opening, and analyzing the bids to determine the lowest responsive bidder. Cozad & Fox, Inc. can prepare complete sets of plans and specifications for distribution on a reimbursable basis.
18. **PRE-CONSTRUCTION MEETING** – For the pre-construction meeting, Cozad & Fox, Inc. will: identify all invitees; prepare and distribute an agenda; chair the meeting; and take, prepare and distribute minutes.
19. **CONSTRUCTION ADMINISTRATION** – As EDA's representative, Cozad & Fox, Inc. will provide construction administration services and advise and consult with EDA staff. Cozad & Fox, Inc. will conduct weekly on-site construction meetings with EDA staff, the prime contractor, and any affected subcontractors. In addition, Cozad & Fox, Inc. will visit the site as necessary and appropriate to the stage of construction in order to monitor the progress and quality of the work, and to ensure that construction is proceeding in accordance with the contract documents. If necessary, (to be determined by EDA) Cozad & Fox, Inc. will provide full-time inspection throughout the construction of all civil improvements (i.e. installation of below ground utilities, foundation/structural construction, etc.), and as-needed inspection during landscaping installation. At a minimum, Cozad & Fox, Inc. will visit the jobsite at least twice weekly to observe the progress of construction. Personnel with demonstrated experience, knowledge, and competence pertaining to the work being inspected will perform all inspection services. On the basis of such inspection, Cozad & Fox, Inc. will inform the EDA as to the progress and quality of the work. Cozad & Fox, Inc. will also prepare any necessary contract change orders, and will provide recommendations regarding any change order requests submitted by the contractor.





- 
20. **STAKING** – Cozad & Fox, Inc. will provide construction staking as needed throughout construction.
  21. **COMPACTION AND MATERIALS TESTING** – Inland Foundation Engineering, Inc. will provide compaction and materials testing as needed throughout construction. Inland Foundation Engineering, Inc. will provide special inspections as necessary. Testing will be performed by Inland Foundation Engineering, Inc. which includes an individual holding the appropriate license /registration.
  22. **INVOICE REVIEW** – Cozad & Fox, Inc. will review and make recommendations for approval or denial of all payment requests submitted by the construction contractor(s).
  23. **SHOP DRAWING REVIEW** – Cozad & Fox, Inc. will review and approve all shop drawings and submittals.
  24. **ACCEPTANCE INSPECTION** – Cozad & Fox, Inc. will participate in a final walk-through and prepare a construction deficiencies list (Punch List) that documents items to be completed prior to acceptance of the completed project.
  25. **RECORD DRAWINGS** – At project completion, Cozad & Fox, Inc. will prepare record (as-built) drawings from the construction contractor's redline drawings.
  26. **WARRANTY INSPECTION** – Cozad & Fox, Inc. will participate in an inspection of the improvements one month prior to the conclusion of the contractor's one-year warranty period and make recommendations for repairs or modifications, as appropriate.

#### OPTIONAL

27. **TESTING AND INSPECTION FOR SOLAR PANEL PARKING STRUCTURE** – Inland Foundation Inc. If testing and special inspection for solar panel covered parking structures is required, the items that may involve the Geotechnical Engineer and materials testing laboratory will include:
  - Observation of Drilling Operations for Cast-in-Place Deep Foundations (Piers).
  - Fabrication of Concrete Test Cylinders and Compressive Strength Testing.
  - Identification and testing of Reinforcing Steel (Tensile & Bend).

#### GENERAL SERVICES AND REQUIREMENTS

**INVOICES** – Cozad & Fox, Inc. will submit invoices to EDA on a monthly basis. Each invoice will be itemized and show tasks performed, number of hours worked per person/consultant, rate per hour for each person/consultant, total contract amount, percent complete for specified work items and remaining contract amount.

**INDEMNIFY AND HOLD HARMLESS** – Cozad & Fox, Inc. will agree to the indemnification and insurance language in the services contract.

# **Exhibit “B”**

**FEE SCHEDULE**



**COMPENSATION**

**PRELIMINARY DESIGN SERVICES**

<b>1. CONCEPTUAL DESIGN</b>	
Estimate.....	\$3,105.00
<b>2. PRELIMINARY DESIGN</b>	
Estimate.....	\$2,930.00
<b>3. DESIGN ALTERNATIVES</b>	
Estimate.....	\$2,795.00
<b>4. MEETINGS</b>	
Estimate.....	\$4,500.00
Subtotal – Preliminary Design Services .....	\$13,330.00

**OPTIONAL**

<b>5. SOLAR COVERED PARKING</b>	
Estimate.....	\$1,255.00
Subtotal with Optional Services .....	\$14,585.00

**FINAL DESIGN SERVICES**

<b>6. PROJECT SCHEDULE</b>	
Estimate.....	\$2,090.00
<b>7. SURVEY</b>	
Estimate.....	\$7,120.00
<b>8. UTILITIES/SERVICES</b>	
Estimate.....	\$2,300.00
<b>9. SOLAR COORDINATION (see under OPTIONAL below)</b>	



**10. ENGINEERING**

Estimate..... \$7,390.00

**11. CONTRACT DOCUMENTS**

Estimate..... \$2,450.00

**12. COST ESTIMATES**

Estimate..... \$2,050.00

**13. GEOTECHNICAL INVESTIGATION**

Estimate..... \$4,600.00

**14. FINAL CONTRACT DOCUMENTS**

Estimate..... \$2,660.00

**15. PROJECT MANAGEMENT AND MEETINGS**

Estimate..... \$5,200.00

Subtotal – Final Design Services ..... \$35,860.00

**OPTIONAL**

**9. SOLAR COORDINATION**

Estimate..... \$1,200.00

**16. INFILTRATION TESTING**

Estimate..... \$3,795.00

Subtotal with Optional Services ..... \$40,855.00

**CONSTRUCTION SERVICES**

**17. BIDDING SERVICES**

Estimate..... \$1,900.00

**18. PRE-CONSTRUCTION MEETING**

Estimate..... \$1,800.00



19.	<b>CONSTRUCTION ADMINISTRATION</b>	
	Estimate.....	\$14,400.00
20.	<b>STAKING</b>	
	Estimate.....	\$7,000.00
21.	<b>COMPACTION AND MATERIALS TESTING</b>	
	Estimate.....	\$3,513.00
22.	<b>INVOICE REVIEW</b>	
	Estimate.....	\$3,800.00
23.	<b>SHOP DRAWING REVIEW</b>	
	Estimate.....	\$1,740.00
24.	<b>ACCEPTANCE INSPECTION</b>	
	Estimate.....	\$1,050.00
25.	<b>RECORD DRAWINGS</b>	
	Estimate.....	\$1,800.00
26.	<b>WARRANTY INSPECTION</b>	
	Estimate.....	\$1,050.00
	Subtotal – Construction Services.....	\$38,053.00
<b>OPTIONAL</b>		
27.	<b>TESTING AND INSPECTION FOR SOLAR PANEL PARKING STRUCTURE</b>	
	Estimate.....	\$2,675.00
	Subtotal with Optional Services.....	\$40,728.00
	<b>REIMBURSABLES</b> .....	\$2,400.00
	<b>TOTAL ESTIMATE WITHOUT OPTIONAL SERVICES</b> .....	\$89,643.00
	<b>TOTAL ESTIMATE WITH OPTIONAL SERVICES</b> .....	\$98,568.00



COUNTY OF EMERSON  
ECONOMIC DEVELOPMENT AGENCY

Civil Engineering & Surveying Services  
Hemet Regional Service Center  
Parking Lot Improvement Project  
Riverside County EDA  
September 13, 2013  
Revised October 9, 2013

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**IN-OFFICE REIMBURSABLES** (including blueprints, plots, photocopies, long distance telephone calls, mileage, and other in-office supplies directly related to the project) No backup data or copies of bills will be provided for reimbursable expense invoiced under this agreement. Should backup data be requested, it will be provided for an administrative fee of \$100 per monthly invoice requiring verification, plus a \$1.00 per bill or cost item supplied.

**INVOICES** – **Cozad & Fox, Inc.** will submit invoices to EDA on a monthly basis. Each invoice will be itemized and show tasks performed, number of hours worked per person/consultant, rate per hour for each person/consultant, total contract amount, percent complete for specified work items and remaining contract amount.

F:\Admin\Proposals\EDA\Hemet Region Svc Cntr\8a Scope of Fees Exh B rev 10-09-13.doc

**PRELIMINARY MAN-HOUR ESTIMATE**

**COMPANY:**

Cozad & Fox, Inc.

**SCOPE OF WORK**

Assignment Summary

**DATE:**

9/13/13 Revised 10/9/13

**PROJECT:**

Civil Engineering & Surveying Hemet Regional Service Center Parking Lot Improvement Project

TASK	Principal Engineer \$175/hr	Project Engineer/ Surveyor \$125/hr	Assistant Project Engineer \$115/hr	Survey Crew \$175/hr	TOTAL HOURS	TOTAL FEE
<b>PRELIMINARY DESIGN SERVICES</b>						
1. CONCEPTUAL DESIGN	6	10	7		23	\$ 3,105.00
2. PRELIMINARY DESIGN	5	10	7		22	\$ 2,930.00
3. DESIGN ALTERNATIVES	5	8	8		21	\$ 2,795.00
4. MEETINGS	20	8			28	\$ 4,500.00
<b>SUB-TOTAL</b>						\$ 13,330.00
<b>OPTIONAL</b>						
5. OPTIONAL - SOLAR COVERED PARKING	3	4	2		9	\$ 1,255.00
<b>SUB-TOTAL WITH OPTIONAL SERVICES</b>						\$ 14,585.00
<b>FINAL DESIGN SERVICES</b>						
6. PROJECT SCHEDULE	8		6		14	\$ 2,090.00
7. SURVEY	8	16	8	16	48	\$ 7,120.00
8. UTILITIES/SERVICES	6	10			16	\$ 2,300.00
10. ENGINEERING	16	22	16		54	\$ 7,390.00
11. CONTRACT DOCUMENTS	14				14	\$ 2,450.00
12. COST ESTIMATES	6	8			14	\$ 2,050.00
13. GEOTECHNICAL INVESTIGATION						(Lump Sum \$4,000 + 15%) \$ 4,600.00
14. FINAL CONTRACT DOCUMENTS	4	12	4		20	\$ 2,660.00
15. PROJECT MANAGEMENT & MEETINGS	24	8			32	\$ 5,200.00
<b>SUB-TOTAL</b>						\$ 35,860.00
<b>OPTIONAL</b>						
9. OPTIONAL - SOLAR COORDINATION	4	4			8	\$ 1,200.00
16. INFILTRATION TESTING (OPTIONAL SERVICE)						(Lump Sum \$3,300 + 15%) \$ 3,795.00
<b>SUB-TOTAL WITH OPTIONAL SERVICES</b>						\$ 40,855.00
<b>CONSTRUCTION SERVICES</b>						
17. BIDDING SERVICES	8	4			12	\$ 1,900.00
18. PRE-CONSTRUCTION MEETING	6	6			12	\$ 1,800.00
19. CONSTRUCTION ADMINISTRATION	48	48			96	\$ 14,400.00
20. STAKING				40	40	\$ 7,000.00
21. COMPACTION & MATERIAL TESTING						(Lump Sum \$3,055 + 15%) \$ 3,513.00
22. INVOICE REVIEW	16	8			24	\$ 3,800.00
23. SHOP DRAWING REVIEW	6		6		12	\$ 1,740.00
24. ACCEPTANCE INSPECTION	6				6	\$ 1,050.00
25. RECORD DRAWINGS	6	6			12	\$ 1,800.00
26. WARRANTY INSPECTION	6				6	\$ 1,050.00
<b>SUB-TOTAL</b>						\$ 38,053.00
<b>OPTIONAL</b>						
27. TESTING & INSPECTION FOR SOLAR PANEL PARKING STRUCTURE						(Lump Sum \$2,326 + 15%) \$ 2,675.00
<b>SUB-TOTAL WITH OPTIONAL SERVICES</b>						\$ 40,728.00
28. REIMBURSABLES						\$ 2,400.00
<b>TOTAL WITHOUT OPTIONAL SERVICES</b>						\$89,643.00
<b>TOTAL WITH OPTIONAL SERVICES</b>	231	192	64	56	543	\$98,568.00

# **Exhibit “C”**

**PROJECT SCHEDULE**



## PROJECT SCHEDULE

### HEMET REGIONAL SERVICE CENTER: PARKING LOT IMPROVEMENT PROJECT

ID	Task Name	Duration
1	<b>PRELIMINARY DESIGN PHASE</b>	<b>87 days</b>
2	TOPO & FIELD BOUNDARY SURVEY	10 days
3	MAPPING/UTILITY RESEARCH/COORD	40 days
4	PROJECT SCHEDULE	20 days
5	CONCEPTUAL DESIGN/PRELIMINARY DESIGN	20 days
6	GEOTECHNICAL INVESTIGATION/ENG	30 days
7	WQMP/BMP/SWPPP	10 days
8	<b>FINAL DESIGN SERVICES</b>	<b>66 days</b>
9	DEMOLITION PLANS	30 days
10	PRECISE GRADING PLANS	40 days
11	EROSION CONTROL PLANS	10 days
12	LANDSCAPE PLANS	21 days
13	PARKING LOT PLANS	15 days
14	DESIGN ALTERNATIVES	19 days
15	FINAL CONTRACT DOCUMENTS	15 days
16	COST ESTIMATING	16 days
17	PROJECT MEETINGS	4 days
18	BIDDING & CONSTRUCTION SERVICES	60 days

# **Exhibit “D”**

**QUESTIONNAIRE REGARDING ENGINEER**

<b>QUESTIONNAIRE REGARDING ENGINEER</b>
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Engaged in the business under the present name of COZAD & FOX INC.  
 \_\_\_\_\_, since JULY 1, 1977 (Date).

Present business address is: 151 S. GIRARD ST. HEMET CA. 92544

Federal Tax ID: 95-3510216

State of California <sup>ENGINEER'S</sup> Contractor's License No.: 57264

Expiration Date: 12/31/15

Because this project is Federally-funded, it is necessary to obtain information concerning minority and other group participation for statistical purposes. The U.S. Department of Housing and Urban Development (HUD) uses this information to determine the degree to which its programs are being utilized by minority business enterprises and targeted group contractors.

A minority enterprise is defined by the Federal Government as a business that is fifty-percent (50%) or more "minority-owned". Please check applicable box concerning the ownership of your business:

- American Indian or Native Alaskan
- Asian or Pacific Islander/Native Hawaiian
- Black/African American
- Hispanic
- White
- Hasidic Jews
- Other \_\_\_\_\_

A woman-owned enterprise is defined by the Federal Government as a business that is fifty-percent (50%) or more woman-owned. Please check applicable box concerning the ownership of your business:

- Woman/Female owned       Male owned

A Section 3 Contractor or Subcontractor is a business concern that is more than fifty-percent (50%) owned by a low or very low-income person, or a business concern that provides economic opportunities to low and very low-income residents. Please check applicable box concerning the ownership of your business:

- Section 3 Business concern       Non-Section 3 Business concern

The United States Department of Housing and Urban Development (HUD) is authorized to solicit the information requested in this form by virtue of *Title 12, United States Code, Section 1701 et seq.*, and other regulations. It will not be disclosed or released outside of HUD without your consent, except as required or permitted by law.