

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

530



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
May 8, 2014

**SUBJECT:** Countywide Correctional Facilities Master Planning – Approval of Professional Services Agreement and Project Budget, All Districts, [\$818,560], General Fund-Court Facilities Fund 100%, Two Year Agreement

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

1. Approve the attached professional services agreement between the County of Riverside and Carter Gopal Associates, LLC (CGL) of Sacramento, CA, in the amount of \$748,560 and authorize the Chairman of the Board to execute the agreement of behalf of the county;
2. Authorize the Assistant County Executive Office/EDA to administer the agreement in accordance with applicable Board Policies; and

(Continued)

FISCAL PROCEDURES APPROVED  
PAUL ANGULO, CPA AUDITOR-CONTROLLER  
BY: Esteban Hernandez 5/7/14

*[Signature]*  
Robert Field

Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year	Next Fiscal Year	Total Cost	Ongoing Cost	POLICY CONSENT (per Exec. Office)
<b>COST</b>	\$ 100,000	\$ 718,560	\$ 818,560	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 100,000	\$ 718,560	\$ 818,560	\$ 0	

**SOURCE OF FUNDS:** General Fund-Court Facilities Fund 100%  
Budget Adjustment: No  
For Fiscal Year: 2013/14-2014/15

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

Reviewed by  
CIP TEAM  
*[Signature]*  
5/2/2014

APPROVE

BY: *[Signature]*  
Rohini Dasika

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Stone and Benoit  
Nays: None  
Absent: Ashley  
Date: May 20, 2014  
xc: EDA

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

Prev. Agn. Ref.: 3-0 of 9/23/13

District: ALL

Agenda Number:

3-11

FORM APPROVED BY COUNTY COUNSEL  
 BY: *[Signature]* 4/22/14  
 DATE  
 Departmental Concurrence  
 BY: *[Signature]*  
 DATE  
 AS STAFF THEFT  
 5/1/14  
 Stanley L. Sniff Jr.  
 Sheriff - Coroner - PA

A-30  
 Positions Added  
 Change Order  
 4/5 Vote

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

Economic Development Agency

**FORM 11: Countywide Correctional Facilities Master Planning – Approval of Professional Services**

**Agreement and Project Budget, All Districts, [\$818,560], General Fund–Court Facilities Fund 100%,**

**Two Year Agreement**

**DATE: May 8, 2014**

**Page 2 of 3**

**RECOMMENDED MOTION: (Continued)**

3. Approve the total project budget of \$818,560.

**BACKGROUND:**

**Summary**

On September 23, 2013, the Board of Supervisors approved the IMPRISON group's recommendation to hire a consultant to direct the Executive Office to work with the Sheriff, Purchasing and EDA to hire a consultant to develop an independent analysis regarding immediate and future jail bed needs and to provide potential options for the County's jail system including short, mid-term and long-term expansion of the jail system recommendations resulting in a Countywide Correctional Facilities Master Plan.

On November 1, 2013, the Economic Development Agency (EDA) advertised a Request for Qualifications (RFQ) regarding the selection of a qualified firm to provide master planning services to develop a Countywide Jail Master Plan project for Riverside County.

Per Board Policy H-7 and the Government Code, a selection committee was formed that included representatives from the Sheriff's Department, EDA and County Executive Office to review each responding firm's qualifications. The County received Statements of Qualifications (SOQs) from three firms. CGL was selected following a review of all firms' SOQs and an interview with each firm.

The CGL will work closely with the Sheriff's Department to develop a Countywide Correctional Facilities Master Plan document will include a comprehensive analysis of the following topics: Bed/Need Projection Study; Review of the Existing Five Jail Facilities; Analysis of Current Space Use; Analysis of Alternatives to Incarceration; Facility Condition Index Review; Site Utility Capability Study; Site Development Options; Schedule of Activities/Timeframes; and Probable Costs. The final plan will provide the Sheriff and the Board of Supervisors a roadmap of jail needs for the next ten years.

The countywide master plan study of the jail system will be conducted in four phases which will be accomplished in contract duration of nine months. Phase 1 and 2 will consist of collecting information about the condition and capabilities of the existing facilities and gathering data to complete a system analysis of capacity needs. Phase 3 will be the development of the Facility Use Plan based on the data collected in earlier phases. Some highlights of the Facility Use Plan include an assessment of jail operations; food, laundry and program services; maintenance, a life cycle cost matrix and utility infrastructure for the entire jail system.

(Continued)

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

Economic Development Agency

**FORM 11: Countywide Correctional Facilities Master Planning – Approval of Professional Services**

Agreement and Project Budget, All Districts, [\$818,560], General Fund-Court Facilities Fund 100%,

Two Year Agreement

**DATE: May 8, 2014**

Page 3 of 3

**BACKGROUND:**

**Summary (Continued)**

Using the Facility Use Plan as a guide, Phase 4 will develop alternative strategies for inmate populations and master plan concepts for existing (excluding the Banning jail facility) or new facilities. CGL will provide cost estimates and implementation schedules for each strategy or conceptual plan which will be included in the final master plan document. A draft copy will be submitted to the Sheriff's Department, EDA and the Executive Office for review and comment. Comments will be reviewed and addressed in the final document.

There is likelihood that specialty inspections will be required to perform tasks such as geotechnical studies, potholing of sites and hazardous surveys of sites which will better inform CGL of the county's existing jail site conditions. The specialty consultants and contingency budgets included herein are intended to support the investigative efforts not included in CGL's contract or known at this time.

**Impact on Residents and Businesses**

The project will provide an independent review of the County jail system and enable the County to properly plan for new construction and expansion of correctional facilities within the County of Riverside. This effort will enhance public safety, thus providing a positive impact to residents and businesses of the County.

**Additional Fiscal Information**

The approximate allocation of the project budget is as follows:

<b>DESCRIPTION</b>	<b>PROJECT BUDGET</b>
Professional Services	748,560
Specialty Consultants	40,000
Project Management	20,000
Project Contingency	10,000
<b>Total Project Budget</b>	<b>\$818,560</b>

Expenditures for FY 2013/14 are estimated at \$100,000; expenditures for FY 2014/15 are estimated at \$718,560. All costs will be 100% funded by Court Facilities Fund, thus no additional net county costs will be incurred and no budget adjustment is required at this time.

Attachment:

Professional Services Agreement with Carter Goba Associates, LLC (CGL)

**AGREEMENT FOR**

**Master Planning Services**

between

**County of Riverside**

and

**Carter Goble Associates, LLC (CGL)**

# Table of Contents

<b>ARTICLE I • DESIGNATED CONTACTS.....</b>	<b>1#</b>
<b>ARTICLE II • PROJECT DEFINITION.....</b>	<b>1#</b>
<b>ARTICLE III • COOPERATIVE AGENCIES .....</b>	<b>1#</b>
A.# Lead Agency.....	1#
B.# COUNTY Standards.....	2#
<b>ARTICLE IV • CONDITIONS .....</b>	<b>2#</b>
A.# Notifications .....	2#
B.# Assignment.....	2#
C.# Subcontracts.....	3#
D.# Modifications.....	3#
E.# COUNTY Directives.....	4#
F.# Liability.....	4#
G.# Indemnification and Defense.....	5#
H.# Quality Control.....	6#
I.# Value Engineering.....	7#
J.# Extra Work.....	7#
K.# Disputes.....	7#
L.# Termination Without Cause.....	8#
M.# Termination for Lack of Performance.....	8#
N.# Insurance.....	8#
O.# Conflict of Interest .....	11#
P.# Legal Compliance .....	12#
Q.# Nondiscrimination.....	12#
R.# Labor Code and Prevailing Wages.....	13#
S.# Review and Inspection.....	13#
T.# Record Retention / Audits.....	13#
U.# Ownership of Data.....	14#
V.# Confidentiality of Data.....	14#
W.# Funding Requirements .....	14#
<b>ARTICLE V • PERFORMANCE.....</b>	<b>15#</b>
A.# Performance Period.....	15#
B.# Time Extensions .....	15#
C.# Reporting Progress.....	16#
D.# Evaluation of CONSULTANT .....	16#
<b>ARTICLE VI • COMPENSATION .....</b>	<b>16#</b>
A.# Work Authorization .....	16#
B.# Basis of Compensation.....	16#
C.# Progress Payments .....	18#
<b>ARTICLE VII • GENERAL TERMS.....</b>	<b>19#</b>
<b>ARTICLE VIII • APPROVALS .....</b>	<b>20#</b>
<b>APPENDICES</b>	
1. Scope of Services.....	A1
2. Schedule of Services.....	B1
3. Budget.....	C1

**MASTER PLANNING CONSULTING SERVICES AGREEMENT**

This Agreement for Countywide Master Jail Planning Services is made by and between the COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and Carter Goble Associates, LLC (CGL), hereinafter referred to as "CONSULTANT", (collectively the "Parties"), who are located at the following addresses:

County of Riverside	CGL
Economic Development Agency	2485 Natomas Park Drive, Suite 300
Tenth Street, 4 <sup>th</sup> Floor	Sacramento, CA 95833
Riverside, CA 92502	

The Parties do hereby agree as follows:

**ARTICLE I • DESIGNATED CONTACTS**

Coordination of CONSULTANT and COUNTY activities shall be accomplished through a CONSULTANT'S PROJECT MANAGER, and a COUNTY PROJECT MANAGER.

The CONSULTANT PROJECT MANAGER for CONSULTANT shall be:

Karl Becker

The COUNTY PROJECT MANAGER for COUNTY shall be:

Rizaldy Baluyot

**ARTICLE II • PROJECT DEFINITION**

The COUNTY desires to provide for the efficient and orderly development of correctional facilities throughout the County. Such development can best be accomplished through a master plan study which will provide recommendations as to guidelines for future development to fulfill the COUNTY'S need for jail space. CONSULTANT shall furnish all technical and professional services including labor, material, equipment, transportation, supervision, and expertise to fully and adequately perform and complete the covenants set forth in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by reference, in detail similar to CGL sample work product. All services and deliverables associated with the performance and accomplishment of the covenants described in the Scope of Services is hereinafter collectively referred to as the "PROJECT".

**ARTICLE III • COOPERATIVE AGENCIES**

**A. Lead Agency**

COUNTY has designated its Economic Development Agency as the lead agency for PROJECT.

CONSULTANT agrees that it will maintain coordination with COUNTY designated personnel as may be

requested or required for PROJECT.

**B. COUNTY Standards**

All deliverables shall be prepared in accordance with the current COUNTY practices, regulations, policies, procedures, manuals and standards where applicable. All deliverables are subject to review and approval by COUNTY.

**C. CONSULTANT Staff**

1. CONSULTANT has been selected to perform the PROJECT herein because of the skills and expertise of key individuals. CONSULTANT agrees that the following key individuals in CONSULTANT'S company shall be associated with the PROJECT in the following capacities:

JOB TITLE	NAME
Executive Planner	W. Robert Glass
Project Manager/Lead Planner	Karl Becker

2. CONSULTANT shall not change any of the key personnel listed above without prior written approval of COUNTY, unless said personnel ceases to be employed by CONSULTANT. In either case, COUNTY shall be allowed to interview and approve replacement personnel.

3. If any designated lead or key person fails to perform to the satisfaction of the COUNTY, then upon written notice the CONSULTANT shall immediately remove that person from the PROJECT and provide a temporary replacement. CONSULTANT shall within seven (7) days provide a permanent replacement person acceptable to COUNTY.

**ARTICLE IV • CONDITIONS**

**A. Notifications**

All notices hereunder and communications regarding interpretation of the terms of this Agreement and changes thereto shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed to the attention of the CONSULTANT PROJECT MANAGER or the COUNTY PROJECT MANAGER at the respective addresses provided on page one of this Agreement.

**B. Assignment**

In as much as this Agreement is intended to secure the specialized services of CONSULTANT,



1       CONSULTANT may not assign, transfer, delegate or sublet any interest herein without the prior written  
2       consent of COUNTY, which may be granted or withheld in its' sole discretion; and any such assignment,  
3       transfer, delegation or sublease without the COUNTY'S prior written consent shall be considered null and  
4       void.

5       **C. Subcontracts**

- 6       1. CONSULTANT shall perform the services contemplated with resources available within its own  
7       organization. No portion of the services pertinent to this Agreement shall be subcontracted without  
8       written authorization by the COUNTY PROJECT MANAGER, except that which is expressly identified in  
9       this Agreement.
- 10      2. In the event CONSULTANT subcontracts any portion of CONSULTANT'S duties under this Agreement,  
11      CONSULTANT shall require its subcontractors to comply with the terms of this Agreement in the same  
12      manner as required of CONSULTANT including, but not limited to; indemnification of the COUNTY,  
13      requiring the same insurance of Subcontractors as required of CONSULTANT, and having  
14      Subcontractor's insurance name the COUNTY as Additional Insured for each type of insurance where this  
15      Agreement requires CONSULTANT'S insurance to name COUNTY as Additional Insured.

16      **D. Modifications**

- 17      1. This Agreement may be amended or modified only by mutual written agreement of the Parties. No  
18      alteration or variation of the terms of this contract will be valid unless made in writing and signed by the  
19      Parties hereto and no oral understanding or agreement not incorporated herein, will be binding on any of  
20      the Parties hereto.
- 21      2. Minor modifications are changes that do not substantially affect the Scope of Service. Minor  
22      modifications may be: a shift of funds between tasks within a budget category; the shifting of work and/or  
23      funding from one phase to another. All requests for minor modifications must be approved in writing by  
24      the Director of EDA, or his designee, prior to implementing the change.
- 25      3. There shall be no change in the CONSULTANT PROJECT MANAGER or key members of the PROJECT  
26      team without prior written approval by the COUNTY PROJECT MANAGER.
- 27      4. All modifications that do not fit within the definition of a minor modification to this Agreement shall be  
28      considered a major change and must be approved in writing by the CONSULTANT and COUNTY Board  
29      of Supervisors prior to implementing the major change.



1 **E. COUNTY Directives**

2 CONSULTANT shall receive contract directions and interpretations from the COUNTY PROJECT  
3 MANAGER.

4 **F. Liability**

- 5 1. CONSULTANT has total responsibility for the accuracy and completeness of all data, reports, plans, and  
6 estimates prepared for PROJECT and shall check all such material accordingly. COUNTY will review all  
7 work product deliverables. The responsibility for accuracy and completeness of such items remains  
8 solely that of CONSULTANT. Neither COUNTY'S review or approval shall give rise to any liability or  
9 responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve CONSULTANT of its  
10 professional responsibilities or obligations under this Agreement.
- 11 2. The plans, designs, estimates, calculations, reports and other documents furnished in accordance with  
12 the Scope of Services shall meet the criteria for acceptance and be a product of neat appearance, well  
13 organized, technically and grammatically correct, checked and having the preparer and checker  
14 identified. The minimum standard of appearance, organization and contents shall be of similar types  
15 produced by COUNTY. If any work product submitted is not complete and ready for use by COUNTY, it  
16 shall be marked "Draft" or similar designation to indicate it is not ready for use by COUNTY. COUNTY  
17 expects that all work products not so designated is ready for and can be used on PROJECT.
- 18 3. COUNTY and CONSULTANT agree that plans, drawings or other work products prepared by  
19 CONSULTANT are for the exclusive use of COUNTY and will be used by COUNTY for the project for  
20 which they were specifically prepared. CONSULTANT shall not be responsible for use of such plans,  
21 drawings or other work products if used on a different project without the written authorization or approval  
22 by CONSULTANT.
- 23 4. CONSULTANT acknowledges that the plans, drawings and/or other work products may be used by  
24 COUNTY for the PROJECT regardless of any disputes that may develop between CONSULTANT and  
25 COUNTY. All plans, drawings, or other work product shall be deemed the sole and exclusive property of  
26 COUNTY and ownership thereof is irrevocably vested in COUNTY whether the PROJECT is executed or  
27 not.
- 28 5. CONSULTANT, and the agents and employees of CONSULTANT, in the performance of this contract,  
29 shall act in an independent capacity and not as officers, employees or agents of COUNTY.

6. CONSULTANT has the sole discretion to determine how, when, and where to perform services required to achieve the final result specified in the Scope of Services for PROJECT subject to PROJECT timelines and availability of access during COUNTY regular operating hours.
7. CONSULTANT has the right to perform services for other clients during the term of this Agreement as long as such services are not in direct conflict with the services provided to COUNTY.
8. CONSULTANT and its employees shall not be entitled to and are not eligible for COUNTY employee benefits, including, but not limited to, medical, dental or vision insurance, life insurance, retirement benefits, vacation or sick pay, or any other benefit or compensation beyond that which is set forth explicitly in this contract.
9. CONSULTANT shall provide and maintain, throughout the term of this contract, their own workspace, tools, equipment and supplies necessary to perform the duties set forth for CONSULTANT under this Agreement. Notwithstanding the foregoing, COUNTY may, in its sole discretion, and with prior consent, provide access to COUNTY facilities, offices or meeting rooms during regular business hours for meetings, conferences or other work of CONSULTANT.

**G. Indemnification and Defense**

1. The CONSULTANT agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter individually and collectively referred to as "Indemnitees") from all liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings caused by any alleged or actual negligence, recklessness, willful misconduct, errors or omissions of CONSULTANT, its directors, officers, partners, employees, agents or representatives or any person or organization for whom CONSULTANT is responsible, arising out of or from the performance of services under this Agreement. To the extent a loss, suit, claim, demand, action, or proceeding is based on actual or alleged acts or omissions of CONSULTANT which are not design professional services, CONSULTANT shall indemnify Indemnitees whether or not CONSULTANT is negligent.
2. CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractor of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other

1 benefit not explicitly set forth in this Agreement and arising out of work performed for COUNTY pursuant  
2 to this Agreement.

- 3 2. The duty to indemnify does not include loss, suits, claims, demands, actions, or proceedings caused by  
4 actual negligence of Indemnitees; however, any actual negligence of Indemnitees will only affect the duty  
5 to indemnify for the specific act found to be negligence, and will not preclude a duty to indemnify for any  
6 act or omission of CONSULTANT.
- 7 3. CONSULTANT shall defend and pay, at its sole expense, all costs and fees, including but not limited to  
8 attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or  
9 proceedings based or alleged to be based on any act or omission of CONSULTANT arising out of or from  
10 the performance of services under this contract. The duty to defend applies to any alleged or actual  
11 negligence, recklessness, willful misconduct, error or omission of CONSULTANT. The duty to defend  
12 shall apply whether or not CONSULTANT is a party to the lawsuit, and shall apply whether or not  
13 CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if  
14 Indemnitees are alleged or found to be actively negligent, unless the act or omission at issue was caused  
15 by the sole active negligence of Indemnitees.
- 16 4. The specified insurance provisions and limits required in this contract shall in no way limit or circumscribe  
17 CONSULTANT'S obligations to indemnify and hold harmless Indemnitees from third party claims.
- 18 5. In the event there is conflict between the indemnity and defense provisions and California Civil Code  
19 Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil  
20 Code sections 2782 and 2782.8.

21 **H. Quality Control**

22 CONSULTANT shall implement and maintain the following quality control procedures during the  
23 preparation of the plans, reports, and documents relating to PROJECT. CONSULTANT shall have a  
24 quality control plan in effect during the entire time services are being performed under this contract. The  
25 plan shall establish a process whereby calculations are independently checked, plans checked, corrected  
26 and back-checked, and all job related correspondence and memoranda routed and received by affected  
27 persons and then bound in appropriate job files. Where several drawings show different work in the same  
28 area, means shall be provided to avoid conflicts and misalignment in both new and existing  
29 improvements. Evidence that the quality control plan is functional may be requested by the COUNTY

1 PROJECT MANAGER. All plans, calculations, documents and other items submitted to the COUNTY  
2 PROJECT MANAGER for review shall be marked clearly as being fully checked and that the preparation  
3 of the material followed the quality control plan established for the work.

4 **I. Extra Work**

- 5 1. In the event that COUNTY directs CONSULTANT to provide services constituting Extra Work, COUNTY  
6 shall provide extra compensation to the CONSULTANT. Allowable compensation for approved extra  
7 work will be based on the provisions of Exhibit A, Budget, which is attached hereto and incorporated  
8 herein by reference.
- 9 2. An amendment to this Agreement providing for such compensation for Extra Work shall be issued by  
10 COUNTY to CONSULTANT. Such Amendment shall not be effective until executed by both Parties.
- 11 3. CONSULTANT shall not perform Extra Work until receiving written authorization from the COUNTY  
12 PROJECT MANAGER.

13 **J. Disputes**

- 14 1. In the event CONSULTANT considers any work demanded of him to be outside the requirements of this  
15 Agreement, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall  
16 promptly upon receipt of such order, instruction or decision, ask for a written confirmation of the same  
17 whereupon he shall proceed without delay to perform the work or to conform to the order, instruction, or  
18 decision; but unless CONSULTANT finds such order, instruction, or decision satisfactory, he shall within  
19 20 days after receipt of same, file a written protest with COUNTY stating clearly and in detail his  
20 objections and reasons therefore. Except for such protests or objections as are made of record in the  
21 manner specified and within the time stated herein, and except for such instances where the basis of a  
22 protest could not reasonably have been foreseen by CONSULTANT within the time limit specified for  
23 protest, CONSULTANT hereby waives all grounds for protests or objections to the orders, instruction, or  
24 decisions of COUNTY and hereby agrees that, as to all matters not included in such protests, the orders,  
25 instructions and decisions of COUNTY will be limited to matters properly falling within COUNTY's  
26 authority.
- 27 2. Any controversy or claim arising out of or relating to this Agreement which cannot be resolved by mutual  
28 agreement may be settled by mediation or arbitration, provided that the Parties mutually agree to submit  
29 to mediation or arbitration.

1 3. Neither the pendency of a dispute nor its consideration by arbitration will excuse CONSULTANT from full  
2 and timely performance in accordance with the terms of the contract.

3 **K. Termination Without Cause**

- 4 1. COUNTY reserves the right to terminate this contract at COUNTY's discretion and without cause, upon  
5 thirty (30) calendar days written notice to CONSULTANT.
- 6 2. In the event of termination of the Agreement, upon demand, CONSULTANT shall deliver to COUNTY all  
7 field notes, surveys, studies, reports, plans, drawings, specifications, and all other materials and  
8 documents prepared by or provided to CONSULTANT in the performance of this contract. All such  
9 documents and materials shall be property of COUNTY.
- 10 3. In the event that this contract is terminated, CONSULTANT is entitled to full payment for all services  
11 performed in accordance with the terms of this Agreement up to the time written notice of contract  
12 cancellation is received by CONSULTANT. Payment shall be made for services performed to date based  
13 upon the percentage ratio that the basic services performed bear to the services contracted for, less  
14 payments made to date; plus any amount for authorized, but unpaid, extra work performed and costs  
15 incurred.

16 **L. Termination for Lack of Performance**

17 COUNTY may terminate this contract and be relieved of the payment of any consideration to  
18 CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in  
19 the manner herein provided. In the event of such termination, COUNTY may proceed with the work in  
20 any manner deemed proper by COUNTY. In such event, CONSULTANT shall be paid only for work  
21 completed and delivered to COUNTY in a timely and successful manner.

22 **M. Insurance**

23 Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the COUNTY harmless,  
24 CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the  
25 following insurance coverage's during the term of this Agreement. As respects to the insurance section only,  
26 the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and  
27 Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed  
28 officials, agents or representatives as Additional Insureds.

- 29 1. Workers' Compensation:

1 If the CONSULTANT has employees as defined by the State of California, the CONSULTANT shall  
2 maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State  
3 of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with  
4 limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive  
5 subrogation in favor of The County of Riverside.

6 2. Commercial General Liability:

7 Commercial General Liability insurance coverage, including but not limited to, premises liability,  
8 unmodified contractual liability, products and completed operations liability, personal and advertising  
9 injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT'S  
10 performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's  
11 limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance  
12 contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2)  
13 times the occurrence limit.

14 3. Vehicle Liability:

15 If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then  
16 CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an  
17 amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a  
18 general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the  
19 occurrence limit. Policy shall name the COUNTY as Additional Insureds.

20 4. Professional Liability

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

1 continue as long as the law allows.

2 5. General Insurance Provisions - All lines:

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

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

15 c. CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish the County of Riverside  
16 with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of  
17 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing  
18 by the County Risk Manager, provide original Certified copies of policies including all Endorsements  
19 and all attachments thereto, showing such insurance is in full force and effect. Further, said  
20 Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty  
21 (30) days written notice shall be given to the County of Riverside prior to any material modification,  
22 cancellation, expiration or reduction in coverage of such insurance. In the event of a material  
23 modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate  
24 forthwith, unless the County of Riverside receives, prior to such effective date, another properly  
25 executed original Certificate of Insurance and original copies of endorsements or certified original  
26 policies, including all endorsements and attachments thereto evidencing coverage's set forth herein  
27 and the insurance required herein is in full force and effect. CONSULTANT shall not commence  
28 operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified  
29 original copies of endorsements and if requested, certified original policies of insurance including all



1           endorsements and any and all other attachments as required in this Section. An individual authorized  
2           by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and  
3           the Certificate of Insurance.

4           d. It is understood and agreed to by the parties hereto that the CONSULTANT'S insurance shall be  
5           construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured  
6           retention's or self-insured programs shall not be construed as contributory.

7           e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope  
8           of services; or, there is a material change in the equipment to be used in the performance of the  
9           scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5)  
10          years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of  
11          liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the  
12          amount or type of insurance carried by the CONSULTANT has become inadequate.

13          f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of  
14          subconsultants working under this Agreement.

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

17          h. CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that  
18          may give rise to a claim arising from the performance of this Agreement.

19    **N. Conflict of Interest**

20          CONSULTANT warrants, by execution of this Agreement, that no person or selling agency has been  
21          employed or retained to solicit or secure this contract upon an agreement or understanding for a  
22          commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide  
23          established commercial or selling agencies maintained by CONSULTANT for the purpose of securing  
24          business. For breach or violation of this warranty, COUNTY has the right to annul this Agreement without  
25          liability, pay only for the value of the work actually performed, or in its discretion to deduct from the  
26          contract price or consideration, or otherwise recover, the full amount of such commission, percentage,  
27          brokerage, or contingent fee. CONSULTANT may be requested to complete a Conflict of Interest  
28          Statement prior to, during, or after execution of this contract. CONSULTANT understands that as a  
29          condition of this contract CONSULTANT agrees to complete the Conflict of Interest Statement when

1 requested to do so by COUNTY.

2 **O. Legal Compliance**

3 CONSULTANT shall comply with all Federal, State and local laws, statutes, ordinances, rules and  
4 regulations, and the orders and decrees of any courts or administrative bodies or tribunals currently in  
5 effect and in any manner affecting the performance under this contract, including, without limitation,  
6 workers' compensation laws and licensing and regulations.

7 **P. Nondiscrimination**

- 8 1. During the performance of this Agreement, CONSULTANT and its Subcontractors shall not act unlawfully  
9 against any employee or applicant for employment because of race, religion, color, national origin,  
10 ancestry, physical handicap, medical condition, marital status, age or sex. CONSULTANT and  
11 Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government  
12 Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California  
13 Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment  
14 and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of  
15 Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by  
16 reference and made a part hereof as if set forth in full. CONSULTANT and its Subcontractors shall give  
17 written notice of their obligations under this clause to labor organizations with which they have a collective  
18 bargaining or other agreement.
- 19 2. CONSULTANT will provide all information and reports required by the Regulations, or orders and  
20 instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources  
21 of information, and its facilities as may be determined by COUNTY to be pertinent to ascertain  
22 compliance with such Regulations, orders and instructions. Where any information required of  
23 CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information,  
24 CONSULTANT shall so certify to COUNTY, and shall set forth what efforts he has made to obtain the  
25 information.
- 26 3. In the event of CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract,  
27 COUNTY shall impose such contract sanctions as it determines to be appropriate, including, but not  
28 limited to:
- 29 • Withholding of payments to CONSULTANT under the contract until CONSULTANT complies;

- Cancellation, termination, or suspension of the contract in whole or in part.

4. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

5. CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR 21 through Appendix H and 23 CFR 710.405(b) are applicable to this contract by reference.

**Q. Labor Code and Prevailing Wages**

1. Certain Classifications of Labor under this contract may be subject to prevailing wage requirements.
2. 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 if it were here set forth in full. 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 worker's compensation insurance and directly effect the method of prosecution of the work by CONSULTANT and subject it under certain conditions to penalties and forfeitures. Execution of the contract by the parties constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter 1, constitutes CONSULTANT'S certification that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes CONSULTANT'S certification as follows: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."
3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>.

**R. Review and Inspection**

CONSULTANT and any Subcontractors shall permit COUNTY to review and inspect PROJECT activities including review and inspection on a daily basis, if requested.

**S. Record Retention / Audits**

- 1 1. CONSULTANT, Subcontractors, and COUNTY shall maintain all books, documents, papers, accounting  
2 records, and other evidence pertaining to the performance of the contract, but not limited to, the costs of  
3 administering the contract. All parties shall make such materials available at their respective offices at all  
4 reasonable times during the contract period and for ten years from the date of final payment under the  
5 contract or ten years from project closeout, whichever is later.
- 6 2. COUNTY, the State Auditor General, or any duly authorized representative of the State Government shall  
7 have access to any books, records, and documents of CONSULTANT that are pertinent to the contract  
8 for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

9 **T. Ownership of Data**

10 Ownership and title to all reports, documents, plans, specifications, and estimates produced as part of  
11 this contract will automatically be vested in COUNTY and no further agreement will be necessary to  
12 transfer ownership to COUNTY.

13 **U. Confidentiality of Data**

- 14 1. All financial, statistical, personal, technical or other data and information which is designated confidential  
15 by COUNTY, and made available to CONSULTANT in order to carry out this contract, shall be protected  
16 by CONSULTANT from unauthorized use and disclosure.
- 17 2. Permission to disclose information on one occasion for a public hearing held by COUNTY relating to the  
18 contract shall not authorize CONSULTANT to further disclose such information or disseminate the same  
19 on any other occasion.
- 20 3. CONSULTANT shall not comment publicly to the press or any other media regarding the contract,  
21 including COUNTY actions regarding this contract. Communication shall be limited to COUNTY, or  
22 CONSULTANT'S staff that are involved with the project, unless CONSULTANT shall be requested by  
23 COUNTY to attend a public hearing or respond to questions from a Legislative committee.
- 24 4. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and  
25 nondisclosure of the same.
- 26 5. CONSULTANT shall not issue any news release or public relations item of any nature whatsoever  
27 regarding work performed or to be performed under this contract without prior review of the contents  
28 thereof by COUNTY and receipt of COUNTY's written permission.

29 **V. Funding Requirements**

- 1 1. All obligations of COUNTY are subject to appropriation of resources by various Federal, State and local  
2 agencies.
- 3 2. This contract is valid and enforceable only if sufficient funds are made available to COUNTY for the  
4 purpose of this PROJECT. In addition, this contract is subject to any additional restrictions, limitations,  
5 conditions or any statute enacted by Congress, State Legislature or COUNTY that may affect the  
6 provisions, terms or funding of this contract in any manner.
- 7 3. It is mutually agreed that if sufficient funds for the program are not appropriated, this contract will be  
8 amended or terminated to reflect any reduction in funds.

9 **ARTICLE V • PERFORMANCE**

10 **A. Performance Period**

- 11 1. This Agreement shall begin upon notification to proceed by the COUNTY PROJECT MANAGER. Unless  
12 terminated or otherwise cancelled as permitted herein, the term of this Agreement shall be: 275 calendar  
13 days.
- 14 2. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until  
15 the proposed contract is fully executed and approved by COUNTY.
- 16 3. CONSULTANT shall perform PROJECT services in accordance with the provisions set forth in Exhibit A,  
17 Schedule of Services, which is attached hereto and incorporated herein by reference.
- 18 4. Where CONSULTANT is required to prepare and submit studies, reports, plans, etc., to COUNTY, these  
19 shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to offer comments  
20 prior to final submission.
- 21 5. When COUNTY determines that CONSULTANT has satisfactorily completed the PROJECT services,  
22 COUNTY may give CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall not incur  
23 any further costs hereunder unless so specified in the Notice of Final Acceptance. CONSULTANT may  
24 request a Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all  
25 covenants as stipulated in this contract.
- 26 6. Time is of the essence in this contract.

27 **B. Time Extensions**

- 28 1. Any delay in providing PROJECT services required by this contract occasioned by causes beyond the  
29 control and not due to the fault or negligence of CONSULTANT, shall be the reason for granting an

1 extension of time for the completion of the aforesaid work. When such delay occurs, CONSULTANT shall  
2 promptly notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall  
3 ascertain the facts and the extent of the delay and grant an extension of time for the completion of the  
4 work when, in COUNTY's judgment, their findings of fact justify such an extension of time.

- 5 2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not  
6 intended to deny CONSULTANT its' civil legal remedies in the event of a dispute.

7 **C. Reporting Progress**

- 8 1. As part of the monthly invoice CONSULTANT shall submit a progress report in accordance to COUNTY.  
9 Progress Reports shall indicate the progress achieved during the previous month in relation to the  
10 Schedule of Services. Submission of such progress report by CONSULTANT shall be a condition  
11 precedent to receipt of payment from COUNTY for each monthly invoice submitted.
- 12 2. To ensure understanding and performance of the contract objectives, meetings between COUNTY, and  
13 CONSULTANT shall be held as often as deemed necessary. All work objectives, CONSULTANT'S work  
14 schedule, the terms of the contract and any other related issues will be discussed and/or resolved.  
15 CONSULTANT shall keep minutes of meetings and distribute copies of minutes as appropriate.

16 **D. Evaluation of CONSULTANT**

17 CONSULTANT'S performance will be evaluated by COUNTY for future reference.

18 **ARTICLE VI • COMPENSATION**

19 **A. Work Authorization**

20 CONSULTANT shall not commence performance of any work or project services until so directed by the  
21 County Project Manager. No payment will be made prior to approval of this contract.

22 **B. Basis of Compensation**

- 23 1. PROJECT services as provided under this contract and as described in the Scope of Services, shall be  
24 compensated for as defined in Exhibit A, Budget, which is attached hereto and incorporated herein by  
25 reference. The total amount of the contract is not to exceed \$712,960.00 plus reimbursable expenses  
26 estimated not to exceed \$35,600. Contract and reimbursement payments are to be made to the following:

- 27 • Carter Goble Associates, LLC (CGL)

28 If a contingency budget is provided, COUNTY shall hold such contingency in reserve for unforeseen Extra  
29 Work that may arise during the performance of this agreement. Contingency budget shall only be used at

1 the discretion of the COUNTY PROJECT MANAGER, and with prior written authorization by the COUNTY  
2 PROJECT MANAGER.

3 No additional compensation for Extra Work will be paid except upon the issuance of an Extra Work Order  
4 by COUNTY.

- 5 2. Prior authorization in writing by the COUNTY PROJECT MANAGER will be required before  
6 CONSULTANT enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies,  
7 equipment or consultant services. CONSULTANT shall provide an evaluation of the necessity or  
8 desirability of incurring such costs.
- 9 3. For purchase of any item, service or consulting work not covered in CONSULTANT'S proposal and  
10 exceeding \$500, with prior authorization by the COUNTY PROJECT MANAGER, three competitive  
11 quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.
- 12 4. Any equipment purchased as a result of this contract is subjected to the following: CONSULTANT shall  
13 maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a  
14 useful life of at least two years and an acquisition cost of \$500 or more. If the purchased equipment  
15 needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit. At the  
16 conclusion of the contract or if the contract is terminated, CONSULTANT may either keep the equipment  
17 and credit COUNTY in an amount equal to its fair market value or sell such equipment at the best price  
18 obtainable at a public or private sale in accordance with established COUNTY procedures and credit  
19 COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair  
20 market value shall be determined, at CONSULTANT'S expense, on the basis of a competent independent  
21 appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by  
22 COUNTY, and CONSULTANT. If it is determined to sell the equipment, the terms and conditions of such  
23 sale must be approved in advance by COUNTY and AGENCIES.
- 24 5. The consideration to be paid CONSULTANT, as provided herein, shall be in compensation for all of  
25 CONSULTANT'S expenses incurred in the performance hereof, including travel and per diem, unless  
26 otherwise expressly so provided.
- 27 6. In the event of errors or omissions in the plans for PROJECT, CONSULTANT shall perform the necessary  
28 design services required to correct such errors and omissions without additional charge to COUNTY.
- 29 7. CONSULTANT shall be responsible for compliance with Government Code section 7550, if the total cost



1 of the Agreement is over Five Thousand Dollars (\$5,000).

2 **C. Progress Payments**

- 3 1. CONSULTANT shall submit monthly invoices for PROJECT Services in accordance with Exhibit A,  
4 Budget.
- 5 2. CONSULTANT shall submit an invoice each month for PROJECT services performed during the  
6 preceding month. Invoices shall be submitted to the COUNTY PROJECT MANAGER and shall be  
7 included with a Progress Report covering the same period as the submitted invoice.
- 8 3. Progress payments will be based on PROJECT services provided and actual costs incurred. Payments  
9 made prior to the completion of each phase will not exceed the amount allowed in CONSULTANT'S cost  
10 proposal for the completion of that phase and prior phases, unless approved in writing by the COUNTY  
11 PROJECT MANAGER..
- 12 4. Progress payments will be made as promptly as fiscal procedures will permit upon receipt by the  
13 COUNTY PROJECT MANAGER of itemized invoices.
- 14 5. COUNTY will withhold the last 10 percent of the budget for preparation of PS&E documents. The 10  
15 percent retainage is to be held after 90% of the PS&E phase has been billed and is not to be deducted  
16 from each invoice. The amount retained will be paid to CONSULTANT after COUNTY has approved  
17 CONSULTANTS's plans, specifications and estimate.

18 **ARTICLE VII • GENERAL TERMS**

19 **A. Law, Venue**

- 20 1. This Agreement has been executed and delivered in the State of California and the validity, enforceability  
21 and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws  
22 of the State of California.
- 23 2. The County of Riverside shall be the venue for any action or proceeding that may be brought or arise out  
24 of, in connection with, or by reason of this Agreement.

25 **B. Severability**

26 If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to  
27 be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect  
28 and shall in no way be affected, impaired or invalidated thereby.

29 **C. Waiver**

1 Neither the COUNTY'S review, approval of, nor payment for, any of the services required under this  
2 Agreement shall be construed to operate as a waiver of any rights under this Agreement, and  
3 CONSULTANT shall remain liable to the COUNTY in accordance with this Agreement for all damages to the  
4 COUNTY caused by CONSULTANT'S failure to perform any of the services furnished under this Agreement  
5 to the standard of care of the CONSULTANT for its services, which shall be, at a minimum high standard of  
6 care for master planning detention facilities.

7 **D. Review of Terms**

8 Each Party warrants that it has had the opportunity to consult counsel and understands the terms of this  
9 Agreement and the consequences of executing it. In addition, each Party acknowledges that the drafting of  
10 this Agreement was the product of negotiation, that no party is the sole author of this Agreement, and that  
11 this Agreement shall not be construed against any party as the drafter of this Agreement.

ARTICLE VIII • APPROVALS

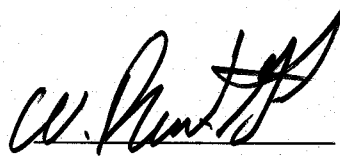
COUNTY Approvals

RECOMMENDED FOR APPROVAL:

CONSULTANT Approvals

CONSULTANT:

Carter Goble Associates, LLC (CGL)



Dated: 3.20.14

W. ROBERT GLASS  
PRINTED NAME

EXECUTIVE VICE PRESIDENT  
TITLE

CONSULTANT:

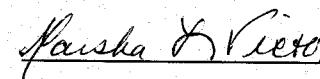
\_\_\_\_\_ Dated: \_\_\_\_\_

PRINTED NAME

TITLE

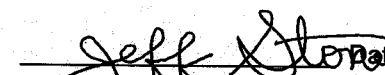
APPROVED AS TO FORM:

PAMELA J. WALLS, COUNTY COUNSEL

 Dated: 4/22/14

By Deputy

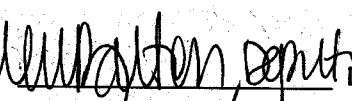
APPROVAL BY THE BOARD OF SUPERVISORS

 Dated: MAY 20 2014

Jeff Stone  
PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

 Dated: MAY 20 2014

KECIA HARPER-IHEM

Clerk of the Board (SEAL)



# EXHIBIT A

CGL  
2485 Natomas Park Drive, Suite 300  
Sacramento, CA 95833  
916.678.7890

## RIVERSIDE COUNTY-WIDE MASTER PLAN Proposed Scope, Deliverables, and Fee February 24, 2014

### Phase 1: Initial Meetings with Facilities Management

- **Task 1.1 Initial Strategy Meetings**

Conduct initial discussions with the Riverside County (County) Economic Development Agency (EDA) and Sheriff's Department (RCSO) to confirm the parameters of the Master Plan. Clarify project objectives, identify existing information to be provided by the County, and develop a collaborative project schedule. Develop a system for project communication and updates.

- **Task 1.2 Stakeholder Meetings**

Hold stakeholder meetings with key members of County government and its criminal justice system to develop an understanding of justice system policy priorities, the current situation facing the County detention system, the historical context and policy decisions that have led to the current situation, opportunities for efficiencies, and key issues that must be addressed by the Master Plan.

- **Deliverables: Project Schedule, Recurring Meetings, Project Communications Plan**

### Phase 2: Data Gathering

- **Task 2.1 Gather and Organize Data on Existing Facilities and Departments**

Collect data from historical jail facilities studies, existing staff and inmate count in facilities, existing detention and support space allocations and present locations, conditions index of existing facilities, County space standards for facilities, RCSO organization charts, and floor plans of existing facilities.

- **Task 2.2 Gather Additional Data for Analysis of System Capacity Needs**

Collect data on patterns in County population growth (including statistically significant changes in age, education, income, ethnicity, and race), historical crime rates, arrest data, and historical trends in the jail population (i.e., bookings, average length-of-stay [ALOS], and population data), as well as information on shifts of the composition of the inmate population characteristics over time and most recently as a result of the AB 109 initiative. Data was analyzed for a ten-year period (through 2012) to identify the most significant factors influencing future crime and justice patterns.

- **Deliverables: None**

### **Phase 3: Analysis and Development of Facility Use Plans**

- **Task 3.1 Project Future Inmate Population Levels**

Develop a forecast of inmate population levels based on a statistical analysis of the quantitative data collected in Task 2.2. Develop baseline estimates of the future inmate population, generated in five-year increments over a twenty-year period. Review historical population trends according to race, gender, and offense type, and model growth scenarios based on various assumptions about changes in jail admissions and ALOS.

- **Task 3.2 Alternatives to Jail**

Examine the availability of alternatives to incarceration for both pre-trial defendants and sentenced offenders and determine the impact which these programs have on current and projected jail population levels.

- **Task 3.2 Space Requirements**

Apply relevant professional and state standards, policies, and benchmarks to develop facility space estimates required to manage projected population levels. Provide recommended bed capacity and square footage levels for the projected population disaggregated by security level and by relevant prisoner group. Project future space allocation requirements for intake, medical, and program areas.

- **Task 3.3 Facility Conditions and Suitability for Purpose Assessment**

Review and document the conditions and use of each existing facility. Conduct a level one assessment of facility buildings and their operating systems, including building systems, security systems, fire and life safety systems, and fire control instruments. Develop a facilities assessment report for each site, including a Facility Condition Index, the total cost of repairs, and the estimated replacement value. Evaluate the suitability of buildings for housing and other correctional services required to accommodate the existing and projected populations.

- **Task 3.4 Facility Space Requirements**

Analyze the current and projected space requirements for each facility relative to standards compliance, most efficient utilization, and future life expectancy.

- **Task 3.5 Site Security**

Review adequacy of security based upon the populations housed at each facility, including site access by staff, public, and emergency services.

- **Task 3.6 Inmate Movement, Transportation, and Transfers**

Review the various types of inmate movement, transportation, and transfers throughout the jail and courts systems.

- **Task 3.7 Food Services**

Evaluate the current system of providing food services throughout the jail system, including an assessment of the existing spaces used for storage, production, staging, and delivery.

- **Task 3.8 Medical and Mental Health Services**

Assess the current delivery of healthcare and mental health services relative to California requirements for minimal constitutional levels of care.

- **Task 3.9 Program Requirements**

Review the current system of program services maintained in system facilities.

- **Task 3.10 Maintenance and Life Cycle Cost Matrix**

Develop a maintenance and life cycle cost matrix, including the details for life expectancy, replacement cost, extended facilities maintenance cost, projected staffing cost, and estimated operating expenses.

- **Task 3.11 Site Utility Infrastructure**

Analyze the utility infrastructure for each facility, including an assessment of the current conditions, current capacity, and impact of growth.

- **Task 3.12**

Develop a gap analysis to compare the spaces, program services, and operations of existing facilities with projected requirements.

- **Deliverables: In the form of a Draft Master Plan document - Bed/Need Projection Study, Review Report of Each of the Five Facilities, Analysis of Current Space Use, Analysis of Alternatives, Facility Condition Index Review, Site Utility Capability Study.**

#### **Phase 4: Draft Master Plan Alternatives (Currently Excludes Smith Correctional Facility [SCF])**

- **Task 4.1 Alternative Strategies**

Develop alternatives for internal expansions, relocations, consolidations, additions, and reconfigurations of the existing detention facilities, as well as potential development of new facilities. Summarize the pros and cons of each development option.

- **Task 4.2 Develop Master Plan Concepts**

Develop site development recommendations by using an objective decision-making process to prioritize options.

- **Task 4.3 Cost Estimates**

Develop a basis for estimating capital costs and total costs of ownership associated with each alternative.

- **Task 4.4 Implementation Schedules**

Prepare alternative implementation schedules that will allow for a phased implementation of Master Plan recommendations.

- **Task 4.5 Master Plan Narrative**

Draft a Master Plan narrative which will include an overview of process, department operations strategies, summary of alternate development processes, pros and cons of each concept, and recommendations for implementation.

- **Task 4.6 Master Plan Concepts Workshop**

Plan and facilitate a workshop with key stakeholders to review the various options, and choose a preferred development approach to present to decision-makers.

- **Task 4.7 Present Draft Master Plan to the County Decision-Makers**

Deliver a presentation of the Draft Master Plan to the County's decision-makers. The presentation will explain Master Plan findings and present proposed recommendations.

- **Deliverables: In the form of a Final Draft Ten-Year Master Plan Document - Bed/Need Projection Study, Review Report of Each of the Five Facilities, Analysis of Current Space Use, Analysis of Alternatives, Facility Condition Index Review, Site Utility Capability Study, Site Development Options, Schedule of Activities/Timeframes, Probable Costs.**

**Phase 5: Final Master Plan**

- **Task 5.1 Assemble Material for Final Presentation**

Incorporate comments received in the Draft Master Plan review and finalize the Master Plan document.

- **Deliverables: Final Master Plan Document**

**Fee Proposal**

	<b>Fee</b>
• Phase 1: Initial Meetings with Facilities Management.....	\$ 53,920
• Phase 2: Data Gathering.....	\$ 73,660
• Phase 3: Analysis and Development of Facility Use Plans.....	\$ 252,160
• Phase 4: Draft Master Plan Alternatives (Excludes SCF).....	\$ 282,520
• Phase 5: Final Master Plan (Excludes SCF) .....	\$ 50,700
<b>Total</b>	<b>\$ 712,960</b>



**CGL CONSTRUCTION MANAGEMENT, LLC**

**HOURLY RATE SCHEDULE**

<b>POSITION</b>	<b>RATE</b>
Executive Planner	\$295.00
Lead Planner	\$250.00
Senior Planner	\$180.00
Planner	\$155.00
Support Staff	\$75.00
Assessment Manager	\$150.00
Principal Engineer	\$221.00
Principal Architect/Designer	\$250.00
Engineer	\$150.00
GIS Support	\$68.00

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
3/20/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> HUB International Texas 201 East Main St, Suite 800 El Paso 79901-TX 915 206-6023	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 915 206-6023	FAX (A/C, No): 866 399-3972
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Carter Goble Associates, LLC P. O. Box 12220 El Paso, TX 79913	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Gemini Insurance Company	NAIC # 10833
	<b>INSURER B:</b> Starr Surplus Lines Insurance	13604
	<b>INSURER C:</b> Zurich American Insurance Co.	16535
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			VMGP001232	09/01/2013	09/01/2014	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$10,000
	<input checked="" type="checkbox"/> BI/PD Ded:5,000						PERSONAL & ADV INJURY \$1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY			BAP924523802	09/01/2013	09/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability Claims Made			SLSLPRO26233213 Per terms of	09/01/2013 Policy	09/01/2014	Limit \$5,000,000 Aggregate \$5,000,000 Deductible \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**Project name: Riverside Master Plan**  
 County of Riverside is named as Additional Insured on the general liability policy as required by written contract.

<b>CERTIFICATE HOLDER</b> County of Riverside Economic Development Agency Tenth Street, 4th Floor Attn Risk Manager Riverside, CA 92502	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Wilma M. Yang</i>
--	--

**CERTIFICATE OF LIABILITY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> HUB International Texas 201 East Main St, Suite 800 El Paso 79901-TX 915 496-8500	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>915 206 6023</b>		FAX (A/C, No): <b>866 399 3972</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Carter Goble Associates, LLC P.O. Box 12220 El Paso, TX 79913	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : RSUI Indemnity Company</b>		<b>22314</b>
	<b>INSURER B : ACE American Insurance Company</b>		<b>22667</b>
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>A</b>	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			<b>NHA064761</b>	<b>09/01/2013</b>	<b>09/01/2014</b>	EACH OCCURRENCE <b>\$25,000,000</b> AGGREGATE <b>\$25,000,000</b> \$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<b>N/A</b>	<b>WLRC47136623</b>	<b>09/01/2013</b>	<b>09/01/2014</b>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT <b>\$1,000,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b> E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
**Project: Riverside Master Plan**  
**County of Riverside is named as an Additional Insured as respects Excess Liability policy as required by written contract.**

<b>CERTIFICATE HOLDER</b> County of Riverside Economic Development Agency Tenth Street, 4th Floor Riverside, CA 92502 Attn: Risk Manager	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>William M. Yang</i>
---	--