

FORM APPROVED COUNTY COUNSEL
 BY: *GREGORY P. PRIAMOS* DATE: 11/30/15

Departmental Concurrence

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

165



FROM: Economic Development Agency

SUBMITTAL DATE:
 December 3, 2015

SUBJECT: Lake Tamarisk Clubhouse Parking Lot and Sunshade Project – Approval of Professional Services Agreement for Design Services, District 4, [\$8,000], Solar Payment Revenue Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the attached professional services agreement for design services between the County of Riverside and Holt Architects, Inc. (Holt) of Rancho Mirage, California, for the Lake Tamarisk Clubhouse Parking Lot and Sunshade Project in the amount of \$8,000; 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

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 | \$ 8,000 | \$ 0 | \$ 8,000 | \$ 0 | Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/> |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 | |
| SOURCE OF FUNDS: Solar Payment Revenue Funds 100% (Previously approved budget) | | | | Budget Adjustment: No | |
| | | | | For Fiscal Year: 2015/16 | |

C.E.O. RECOMMENDATION:

APPROVE

BY: *Rohini Dasika*
 Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
 Nays: None
 Absent: None
 Date: December 15, 2015
 xc: EDA

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

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

Prev. Agn. Ref.: 3-14 of 10/06/15; 3-47 of 6/25/13; 3-46 of 6/25/13

District: 4

Agenda Number:

3-12

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

Economic Development Agency

FORM 11: Lake Tamarisk Clubhouse Parking Lot and Sunshade Project – Approval of Professional Services Agreement for Design Services, District 4, [\$8,000], Solar Payment Revenue Funds 100%

DATE: December 3, 2015

PAGE: 2 of 2

BACKGROUND:

Summary

On October 6, 2015, the Board of Supervisors approved in-principle and the estimated project budget for the Lake Tamarisk Clubhouse Parking Lot and Sunshade project. The Economic Development Agency (EDA) has been tasked with managing the required improvements of the project which include repaving of the parking lot and replacing the ramp with an Americans with Disability Act (ADA) ramp. On August 6, 2015, the Board of Supervisors approved the architectural and engineering services pre-qualified list. EDA has selected Holt from the pre-qualified list to provide design services for an ADA ramp and ADA pavement markings required by county and state regulations. The consultant will also be providing engineering services for the re-installation of an existing fabric shade structure that was donated to the county for the project.

Impact on Citizens and Businesses

The residents of Desert Center are directly impacted by the rapid growth of the solar energy industry due to the prime conditions for solar energy plants in the surrounding areas. The Lake Tamarisk Clubhouse has become a frequent meeting place for public meetings regarding new solar plant development, however, the facility parking lot is aging, in need of paving and is non-compliant with ADA and State of California regulations.

Additional Fiscal Information

All costs associated with this agreement will be 100% funded by Solar Payment Revenue Funds, thus no net county costs will be incurred and no budget adjustment is required.

Attachment:

Professional Services Agreement with Holt Architects, Inc.

1 PROFESSIONAL SERVICES AGREEMENT

2 This Agreement, made and entered into this 15th day of December, 2015, by and
3 between Holt Architectures, Inc. (herein referred to as "CONSULTANT"), and the COUNTY
4 OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as
5 "COUNTY").

6 WHEREAS, Government Code Section 31000 et seq. authorizes the COUNTY
7 to contract for services with a person who is specially trained and experienced, and who is
8 competent to perform the special services required; and

9 WHEREAS, CONSULTANT has the expertise, special skills, knowledge and
10 experience to perform the duties set out herein.

11 NOW THEREFORE, in consideration of the mutual covenants contained herein,
12 the parties hereto agree as follows, effective date September 28, 2015:

13 1. SCOPE OF SERVICES: CONSULTANT shall perform all services and other
14 activities necessary to provide ADA ramp and ADA pathway parking lot layout for the main
15 parking lot and structural design confirmation for the shade structure for the Project described as
16 Lake Tamarisk Clubhouse Parking Lot and Sunshade Project. CONSULTANT shall provide
17 all services in accordance with this Agreement and as outlined and specified in Exhibit A,
18 consisting of four (4) page(s), attached hereto and by this reference incorporated herein.

19 1.1 CONSULTANT represents and maintains that it is skilled in the professional
20 calling necessary to perform all services, duties and obligations required by this
21 Agreement to fully and adequately complete the project. CONSULTANT shall perform
22 the services and duties in conformance to and consistent with the standards generally
23 recognized as being employed by professionals in the same discipline in the State of
24 California. CONSULTANT further represents and warrants to the COUNTY that it has
25 all licenses, permits, qualifications and approvals of whatever nature are legally required
26 to practice its profession. CONSULTANT further represents that it shall keep all such
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DEC 15 2015 3-12

1 licenses and approvals in effect during the term of this Agreement.

2 2. PERIOD OF PERFORMANCE: CONSULTANT shall commence performance
3 of services on September 28, 2015, and shall diligently perform the services to full completion of
4 the Project as required and in accordance with the scheduled Project completion date of
5 December 31, 2015 unless sooner terminated as specified in Paragraph 8, or extended as
6 provided in Paragraph 13. All applicable indemnification provisions in this Agreement shall
7 remain in effect following the termination of this Agreement.

8 3. COMPENSATION: The COUNTY shall pay the CONSULTANT for services
9 performed and expenses incurred as follows:

10 3.1 COUNTY shall pay to CONSULTANT for services performed in
11 accordance with the Scope of Services set forth in Exhibit A. The total amount of
12 compensation paid to CONSULTANT under this Agreement shall not exceed the lump
13 sum of Eight Thousand, and no Dollars (\$8,000) including reimbursable per Exhibit A,
14 unless a written amendment to this Agreement is executed by both parties prior to
15 performance of additional services.

16 3.2 Said compensation shall be paid in accordance with an invoice submitted
17 to COUNTY by CONSULTANT within fifteen (15) days from the last day of each
18 calendar month, and COUNTY shall pay the invoice within thirty (30) working days
19 from the date of receipt of the invoice.

20 3.3 The basis for the monthly invoice and payment as defined in Exhibit A
21 thereon shall be on a percentage completion basis to be billed monthly.

22 4. INDEPENDENT CONTRACTOR: COUNTY retains CONSULTANT on an
23 independent contractor basis. CONSULTANT is not, and shall not be considered to be in any
24 manner, an employee, agent or representative of the COUNTY. CONSULTANT shall not be
25 entitled to any benefits payable to employees of COUNTY including County Workers'
26 Compensation benefits. COUNTY is not required to make any deductions from the
27 compensation payable to CONSULTANT under this Agreement, and as an independent
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1 Contractor,

2 CONSULTANT hereby holds COUNTY harmless from any and all claims that may be
3 made against COUNTY based upon any contention by any third party that an employer-
4 employee relationship exists by reason of this Agreement.

5 Personnel performing any services under this Agreement on behalf of CONSULTANT
6 shall at all times be under CONSULTANT'S exclusive direction and control. CONSULTANT
7 shall pay all wages, salaries and other amounts due such personnel in connection with their
8 performance of service and as required by law. CONSULTANT shall be responsible for all
9 reports and obligations respecting such personnel, including but not limited to, social security
10 taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.

11 5. CONSULTANT'S RESPONSIBILITY: It is understood that the CONSULTANT
12 has the skills, experience and knowledge necessary to perform the services agreed to be
13 performed under this Agreement, and that the COUNTY relies upon the CONSULTANT'S
14 representations about its skills, experience and knowledge to perform the CONSULTANT'S
15 services in a competent manner. Acceptance by the COUNTY of the services to be performed
16 under this Agreement does not operate as a release of said CONSULTANT from responsibility
17 for the work performed. It is further understood and agreed that the CONSULTANT is apprised
18 of the scope of the work to be performed under this Agreement and the CONSULTANT agrees
19 that said work can and shall be performed in a fully competent manner.

20 6. INDEMNITY AND HOLD HARMLESS – The CONSULTANT agrees to and
21 shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Departments
22 and Special Districts, their respective directors, officers, Board of Supervisors, elected and
23 appointed officials, employees, agents and representatives (hereinafter individually and
24 collectively referred to as "Indemnitees") from all liability, including, but not limited to loss,
25 suits, claims, demands, actions, or proceedings caused by any alleged or actual negligence,
26 recklessness, willful misconduct, errors or omissions of CONSULTANT, its directors, officers,
27 partners, employees, agents or representatives or any person or organization for whom
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1 CONSULTANT is responsible, arising out of or from the performance of services under this
2 Agreement. To the extent a loss, suit, claim, demand, action, or proceeding is based on actual or
3 alleged acts or omissions of CONSULTANT which are not design professional services,
4 CONSULTANT shall indemnify Indemnitees whether or not CONSULTANT is negligent.

5 The duty to indemnify does not include loss, suits, claims, demands, actions, or
6 proceedings caused by actual negligence of Indemnitees; however, any actual negligence of
7 Indemnitees will only affect the duty to indemnify for the specific act found to be negligence,
8 and will not preclude a duty to indemnify for any act or omission of CONSULTANT.

9 CONSULTANT shall defend and pay, at its sole expense, all costs and fees, including
10 but not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims,
11 demands, actions, or proceedings based or alleged to be based on any act or omission of
12 CONSULTANT arising out of or from the performance of services under this contract. The duty
13 to defend applies to any alleged or actual negligence, recklessness, willful misconduct, error or
14 omission of CONSULTANT. The duty to defend shall apply whether or not CONSULTANT is a
15 party to the lawsuit, and shall apply whether or not CONSULTANT is directly liable to the
16 plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to
17 be actively negligent, unless the act or omission at issue was caused by the sole active negligence
18 of Indemnitees. The duty to defend however only applies to the acts or omissions of the
19 CONSULTANT.

20 The specified insurance provisions and limits required in this contract shall in no way
21 limit or circumscribe CONSULTANT'S obligations to indemnify and hold harmless Indemnitees
22 from third party claims.

23 In the event there is conflict between the indemnity and defense provisions and California
24 Civil Code Section 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to
25 comply with Civil Code sections 2782 and 2782.8.

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

6 A. Workers' Compensation:

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

13 B. Commercial General Liability:

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

23 C. Vehicle Liability:

24 If vehicles or mobile equipment are used in the performance of the obligations
25 under this Agreement, then CONSULTANT shall maintain liability insurance for
26 all owned, non-owned or hired vehicles so used in an amount not less than
27 \$1,000,000 per occurrence combined single limit. If such insurance contains a
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1 general aggregate limit, it shall apply separately to this agreement or be no less
2 than two (2) times the occurrence limit. Policy shall name the COUNTY as
3 Additional Insureds. D. Professional Liability:

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

16 E. General Insurance Provisions - All lines:

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

23 2) The CONSULTANT must declare its insurance self-insured retention for
24 each coverage required herein. If any such self-insured retention exceed
25 \$500,000 per occurrence each such retention shall have the prior written consent
26 of the County Risk Manager before the commencement of operations under this
27 Agreement. Upon notification of self-insured retention unacceptable to the
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1 COUNTY, and at the election of the County's Risk Manager, CONSULTANT'S
2 carriers shall either; 1) reduce or eliminate such self-insured retention as respects
3 this Agreement with
4 the COUNTY, or 2) procure a bond which guarantees payment of losses and
5 related investigations, claims administration, and defense costs and expenses.
6 3) CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to
7 furnish the County of Riverside with either 1) a properly executed original
8 Certificate(s) of Insurance and certified original copies of Endorsements effecting
9 coverage as required herein, and 2) if requested to do so orally or in writing by the
10 County Risk Manager, provide original Certified copies of policies including all
11 Endorsements and all attachments thereto, showing such insurance is in full force
12 and effect. Further, said Certificate(s) shall contain the covenant of the insurance
13 agent/producer that thirty (30) days written notice shall be given to the County of
14 Riverside prior to cancellation of such insurance except ten (10) days for
15 cancellation due to nonpayment. In the event of a material modification,
16 cancellation, expiration, or reduction in coverage, this Agreement shall terminate
17 forthwith, unless the County of Riverside receives, prior to such effective date,
18 another properly executed original Certificate of Insurance and original copies of
19 endorsements or certified copies of the policies, including all endorsements and
20 attachments thereto evidencing coverage's set forth herein and the insurance
21 required herein is in full force and effect. ***CONSULTANT shall not commence***
22 ***operations until the COUNTY has been furnished original Certificate (s) of***
23 ***Insurance and certified original copies of endorsements and if requested,***
24 ***review original of the policies of insurance including all endorsements and any***
25 ***and all other attachments as required in this Section. An individual authorized***
26 ***by the insurance carrier to do so on its behalf shall sign the original***
27 ***endorsements for each policy and the Certificate of Insurance. Upon***
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1 *COUNTY'S request, CONSULTANT shall make available for inspection by*
2 *County Risk Manager, at a mutually agreeable location, copies of*
3 *CONSULTANT'S insurance policies.*

4 4) It is understood and agreed to by the parties hereto that the
5 CONSULTANT'S insurance shall be construed as primary insurance, and the
6 COUNTY'S insurance/or deductible and/or self-insured retentions or self-insured
7 program shall not be construed as contributory.

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

16 6) CONSULTANT shall pass down the insurance obligations contained
17 herein to all tiers of subcontractors working under this Agreement.

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

20 8) CONSULTANT agrees to notify COUNTY of any claim by a third party
21 or any incident or event that may give rise to a claim arising from the
22 performance of this Agreement.

23 8. TERMINATION: COUNTY may, by written notice to CONSULTANT,
24 terminate this Agreement in whole or in part at any time. Such termination may be for
25 COUNTY'S convenience or because of CONSULTANT'S failure to perform its duties and
26 obligations under this Agreement including, but not limited to, the failure of CONSULTANT to
27 timely perform Services pursuant to the Period of Performance as described in Section 2 of this
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1 Agreement.

2 8.1 Discontinuance of Services. Upon Termination, CONSULTANT shall,
3 unless otherwise directed by the Notice, discontinue all services and deliver to the
4 COUNTY all data, estimates, graphs, summaries, reports, and other related materials as
5 may have been prepared or accumulated by CONSULTANT in performance of Services,
6 whether completed or in progress.

7 8.2 Effect of Termination For Convenience. If the termination is to be for the
8 convenience of the COUNTY, the COUNTY shall compensate CONSULTANT for
9 services satisfactorily provided through the date of termination. CONSULTANT shall
10 provide documentation deemed adequate by COUNTY to show the Services actually
11 completed by CONSULTANT prior to the date of termination. This Agreement shall
12 terminate thirty (30) days following receipt by the CONSULTANT of the written Notice
13 of Termination.

14 8.3 Effect of Termination For Cause. If the termination is due to the failure of
15 CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be
16 compensated for those Services which have been completed in accordance with this
17 Agreement and accepted by the COUNTY. In such case, the COUNTY may take over
18 the work and prosecute the same to completion by contract or otherwise. Further,
19 CONSULTANT shall be liable to the COUNTY for any reasonable additional costs
20 incurred by the COUNTY to revise work for which the COUNTY has compensated
21 CONSULTANT under this Agreement, but which the COUNTY has determined in its
22 sole discretion needs to be revised in part or whole to complete the Project. Prior to
23 discontinuance of Services, the COUNTY may arrange for a meeting with
24 CONSULTANT to determine what steps, if any, CONSULTANT can take to adequately
25 fulfill its requirements under this Agreement. In its sole discretion, County's
26 Representative may propose an adjustment to the terms and conditions of the Agreement,
27 including the contract price. Such contract adjustments, if accepted in writing by the
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1 Parties, shall become binding on CONSULTANT and shall be performed as part of this
2 Agreement. In the event of termination for cause, unless otherwise agreed to in writing
3 by the parties, this Agreement shall terminate seven (7) days following the date the
4 Notice of Termination was mailed to the CONSULTANT. Termination of this
5 Agreement for cause may be considered by the COUNTY in determining whether to
6 enter into future agreements with CONSULTANT.

7 8.4 Notwithstanding any of the provisions of this Agreement,
8 CONSULTANT'S rights under this Agreement shall terminate (except for fees accrued
9 prior to the date of termination) upon dishonesty, or a willful or material breach of this
10 Agreement by CONSULTANT, or in the event of CONSULTANT'S unwillingness or
11 inability for any reason whatsoever to perform the duties hereunder, or if the Agreement
12 is terminated pursuant to Section 8. In such event, CONSULTANT shall not be entitled
13 to any further compensation under this Agreement.

14 8.5 Cumulative Remedies. The rights and remedies of the parties provided in
15 this Section are in addition to any other rights and remedies provided by law or under this
16 Agreement.

17 9. CONFLICT OF INTEREST: CONSULTANT covenants that it presently has no
18 interest, including but not limited to, other projects or independent contracts, and shall not
19 acquire any such interest, direct or indirect, which would conflict in any manner or degree with
20 the performance of services required under this Agreement. CONSULTANT further covenants
21 that in the performance of this Agreement, no person having any such interest shall be employed
22 or retained by it under this Agreement.

23 10. ADMINISTRATION: The Deputy Director, Economic Development Agency,
24 Project Management Office (or designee) shall administer this Agreement on behalf of
25 COUNTY.

26 11. ASSIGNMENT: This Agreement shall not be assigned by CONSULTANT,
27 either in whole or in part, without prior written consent of COUNTY. Any assignment or
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1 purported assignment of this Agreement by CONSULTANT without the prior written consent of
2 COUNTY will be deemed void and of no force or effect.

3 12. NONDISCRIMINATION: CONSULTANT represents that it is an equal
4 opportunity employer and it shall not discriminate against any employee or applicant for
5 employment because of race, religion, color, national origin, ancestry, sex, physical condition, or
6 age. Such non-discrimination shall include, but not be limited to, all activities related to initial
7 employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or
8 termination.

9 13. ALTERATION: No alteration or variation of the terms of this Agreement shall
10 be valid unless made in writing and signed by the parties hereto, and no oral understanding or
11 agreement not incorporated herein shall be binding on any of the parties hereto. No additional
12 services shall be performed by CONSULTANT without a written amendment to this Agreement.

13 CONSULTANT understands that the County Purchasing Agent or the County Board of
14 Supervisors are the only authorized COUNTY representatives who may at any time, by written
15 order, make any alterations within the general scope of this Agreement.

16 If CONSULTANT feels that any work requested of it is beyond the scope of services
17 under this Agreement, any claim by the CONSULTANT for adjustment under this paragraph
18 shall be made within thirty (30) days of when the CONSULTANT is requested to perform the
19 disputed scope of work.

20 14. LICENSE AND CERTIFICATION: CONSULTANT verifies upon execution of
21 this Agreement, possession of a current and valid license in compliance with any local, State, and
22 Federal laws and regulations relative to the scope of services to be performed under Exhibit A,
23 and that services(s) will be performed by properly trained and licensed staff.

24 15. CONFIDENTIALITY: CONSULTANT shall maintain the confidentiality of any
25 and all records and information accessed or processed under this Agreement. CONSULTANT
26 shall not disclose, except as permitted by this Agreement or as authorized by the COUNTY, any
27 oral or written communication, information, or effort of cooperation between COUNTY and
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1 CONSULTANT, or between COUNTY and CONSULTANT and any other party.

2 16. DOCUMENTS: The COUNTY acknowledges that the CONSULTANT'S
3 reports, drawings, specifications, field data, field notes, laboratory test data, calculations,
4 estimates and other similar documents are instruments of professional service, not products.
5 Although ownership of such documents normally is retained by the CONSULTANT they
6 nonetheless shall in this instance become upon their creation the property of the COUNTY
7 whether the Project is constructed or not. The COUNTY may use the design documents and the
8 designs depicted in them, without the CONSULTANT'S consent, in connection with the Project,
9 or other COUNTY Projects, including, without limitation, future additions, alterations,
10 connections, repairs, information, reference, use or occupancy of the Project(s). Any reuse of the
11 documents by COUNTY without the written consent of the CONSULTANT shall be at
12 COUNTY'S sole risk and without liability or legal exposure to the CONSULTANT, and
13 COUNTY shall indemnify, defend and hold the CONSULTANT harmless from any claims or
14 losses arising out of such use of the design documents by the COUNTY.

15 16.1 Upon completion of the Design Phase described in Exhibit "A", the
16 CONSULTANT shall furnish to the COUNTY three (3) copies of the documents. Upon
17 approval thereof by the COUNTY, the CONSULTANT shall furnish one reproducible set
18 along with a CD in ACAD of construction documents.

19 17. JURISDICTION, VENUE: This Agreement is to be construed under the laws of
20 the State of California. The parties agree to the jurisdiction and venue of the appropriate courts
21 in the County of Riverside, State of California.

22 18. WAIVER: Any waiver by COUNTY of any breach of any one or more of the
23 terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach
24 of the same or of any other term thereof. Failure on the part of the COUNTY to require exact,
25 full and complete compliance with any terms of this Agreement shall not be construed as in any
26 manner changing the terms hereof, or stopping COUNTY from enforcement hereof.

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

3 20. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement
4 between the parties hereto with respect to the subject matter hereof and all prior or
5 contemporaneous agreements of any kind or nature relating to the same shall be deemed to be
6 merged herein. Any modifications to the terms of this Agreement must be in writing and signed
7 by the parties herein.

8 21. NOTICES: All correspondence and notices required or contemplated by this
9 Agreement shall be delivered to the respective parties at the addresses set forth below and are
10 deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

| | | |
|----|-----------------------------|---------------------------------|
| 11 | COUNTY: | CONSULTANT: |
| 12 | Economic Development Agency | Holt Architectures, Inc. |
| 13 | Project Management Office | 70-225 Highway 111, Suite D |
| 14 | 3403 Tenth St., Suite 400 | Rancho Mirage, California 92270 |
| 15 | Riverside, CA 92501 | Contact Name: Timothy M. Holt |
| 16 | Attn: Scott Pickford | |

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18
19 IN WITNESS WHEREOF, the party hereto for the COUNTY has caused their duly authorized
20 representative to approve the contents of this Agreement as representative of the COUNTY'S
21 requirements for this project. The execution of this Agreement by the COUNTY shall be
22 through the authority given in M.O. 3.38, 9/22/12 and the Purchase Order issued pursuant to the
23 same.

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Remainder of Page Intentionally Left Blank
(Signatures on following page)

1 IN WITNESS WHEREOF, the CONSULTANT has caused their duly authorized representative
2 to execute this Agreement.

3
4 "COUNTY"
5 COUNTY OF RIVERSIDE

CONSULTANT:
Holt Architectures, Inc.
By: Timothy M. Holt

6
7 BY: Marion Ashley
8 Marion Ashley, Chairman
9 Board of Supervisors

Title: Principle
By: Timothy M. Holt
Federal Tax I.D. No. _____

10
11
12 ATTEST:
13 KECIA HARPER-IHEM
14 Clerk of the Board

15
16 BY: Karen Dayton
17 DEPUTY

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19
20
21 APPROVED AS TO FORM:
22 GREGORY P. PRIAMOS
23 County Counsel

24 By: Marsha L. Victor 11/30/15
25 Marsha L. Victor
26 Principal Deputy County Counsel



July 8, 2015

Scott Pickford, Project Manager
County of Riverside EDA
3403 Tenth Street, Suite 400
Riverside, CA 92501

RE: CSA – Lake Tamarisk Clubhouse Parking/Repaving and Shade Structure – FM08905007076

Dear Mr. Pickford:

Holt Architecture is pleased to provide you with this proposal for Professional Architectural Design Services for the above-mentioned Project. Our Scope of Services is based upon our conversations and correspondence to date.

I. PHASE I - CLUBHOUSE PARKING/REPAVING

A. DESCRIPTION:

Provide plan(s)/detail(s) for the demolition of existing curb ramp and installation of a new ADA compliant curb ramp. Also provide striping information and details for standard parking and handicap accessible parking pursuant to new striping requirements. Owner has determined that this is the only accessibility improvement required at this site.

B. SERVICES INCLUDED:

1. Drawings for agency review and approval for construction (Plan Check).
2. Architectural plans(s)/detail(s) for demolition of existing curb ramp and for new ADA flared curb ramp.
3. Architectural details for striping new Handicap Accessible Parking for two (2) van and four (4) regular parking spaces.
4. Architectural detail for striping standard parking spaces.
5. Architectural standard signage details for parking spaces and accessible path.

C. SERVICES NOT INCLUDED:

1. Documents and Services not described in this Scope.
2. As-Built Documents.
3. Any Civil Engineering Drawings or Surveying.
4. Construction Administration Services.
5. Bid Services.
6. Site Visits.

D. COMPENSATION:

PROFESSIONAL SERVICE FEE - PH 1 \$2,375.00



CSA – Lake Tamarisk Clubhouse Parking/Repaving and Shade Structure – FM08905007076

II. PHASE II - CLUBHOUSE SHADE STRUCTURE

A. DESCRIPTION:

Provide Architectural/Engineering design foundation footings for an existing shade structure that is being relocated to Lake Tamarisk Clubhouse.

B. SERVICES INCLUDED:

1. One (1) Site visit to verify existing conditions and final location/placement of shade structure.
2. Site Plan showing final location/placement of shade structure.
3. A new Concrete Caisson Footing Design for the existing shade structure to be relocated.

C. SERVICES BY COUNTY:

1. County to provide Soils/Geotechnical Report of the new site. This will be required to design the new caisson footings.
2. County to provide existing design drawings and engineering/loads for the existing shade structure. This will be required to design the new caisson footings.

D. SERVICES NOT INCLUDED:

1. Documents and Services not described in this Scope.
2. Exterior improvements or utility coordination.
3. Electrical Engineering, Plumbing Engineering, and Landscape Engineering.
4. Civil Engineering/Surveying.
5. Bid Services or Construction Administration Services.

E. COMPENSATION:

| | |
|---|-------------------|
| PROFESSIONAL SERVICE FEE – PH II | \$4,536.00 |
| TOTAL PROFESSIONAL SERVICE FEE – PH I & II | \$6,911.00 |

Our proposed compensation for any combination of the above Options shall be based upon a "not to exceed" amount, including reimbursable expenses. If the Scope of Work is increased or changed by more than 10%, our Compensation shall be adjusted accordingly.



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We appreciate the opportunity to be of service to you. Please contact me if you need any clarification or additional information.

Sincerely,

A handwritten signature in black ink that reads "Timothy M. Holt." The signature is written in a cursive style and is positioned above a horizontal line.

Timothy M. Holt, AIA, NCARB
President

TCH:jc

Attachments: 2015 Hourly Rate & Expense Schedule
cc: TMH/KMD/JDL