

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



ITEM  
3.26  
(ID # 3061)

MEETING DATE:

Tuesday, March 7, 2017

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA) AND PROBATION DEPARTMENT :

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Probation Indio Juvenile Hall Campus Expansion - Approval of Professional Services Agreement with Balfour Beatty Construction for Construction Management Services, District 4. [\$88,320 - State Construction Grant Fund-74%, General Fund-Probation Budget-2%, Proposition 172 Fund-8% and Development Impact Fees Fund 30501-16%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached professional services agreement for construction management services between the County of Riverside (County) and Balfour Beatty Construction (Balfour Beatty) of Irvine, California, in the amount of \$88,320, for the Probation Indio Juvenile Hall (IJH) Campus Expansion project and authorize the Chairman of the Board (Chairman) to execute the agreement on behalf of the County; and
2. Authorize the Assistant County Executive Officer/EDA to administer the professional services agreement with Balfour Beatty in accordance with applicable Board policies.

ACTION: Policy, CIP

Robert Field, Assistant County Executive Officer/EDA

2/16/2017

Ivan Chand

2/28/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Ashley  
Nays: None  
Absent: None  
Date: March 7, 2017  
xc: EDA, Probation

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 44,160	\$ 44,160	\$ 88,320	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> State Construction Grant Fund-74%, General Fund-Probation Budget-2%, Proposition 172 Fund-8%, and Development Impact Fees Fund 30501-16% (Previously approved budget)			<b>Budget Adjustment:</b> No <b>For Fiscal Year:</b> 2016/17-17/18	

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

**BACKGROUND:**

**Summary**

On April 13, 2015, the County received a conditional award from the Board of State and Community Corrections (BSCC) in the amount of \$15,898,455 for the expansion and construction of a youth offender rehabilitation facility. The new buildings will provide intake and programming space for justice involved youth at Indio Juvenile Hall. On July 21, 2015 (M.O. 3-32), the County accepted the funding award from BSCC for the construction of the facility.

On September 30, 2015, the Economic Development Agency (EDA) advertised a Request for Qualifications (RFQ) seeking a construction management firm with detention facilities experience to manage the Probation IJH Campus Expansion project. Per Board Policy H-7, a selection committee was formed that included representatives from EDA and the Probation Department which reviewed each Statement of Qualifications (SOQ). Eight firms responded to the RFQ; based on the scoring, two firms were selected and invited to interview for the committee members. Balfour Beatty was determined to be the most qualified based on their experience and successful completion of similar projects. Balfour Beatty will be responsible for providing construction management (CM) services on the project. The CM services will assure that the design conforms to the established project budget and assure that the plans are complete and ready to bid.

On September 13, 2016, (M.O. 3-14), the Board of Supervisors (Board) approved the project budget for the Probation IJH Campus Expansion project in the amount of \$21,910,455. EDA will return to the Board under separate cover to approve the plans and specifications for authorization to solicit, bid and approve project related agreements for the Probation IJH Campus Expansion project.

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

**Impact on Citizens and Businesses**

The Probation IJH Campus Expansion project involves the construction of two new buildings which will provide rehabilitative services for justice involved youth at Indio Juvenile Hall. These services will focus on mental health, medical and risk/needs assessments as well as providing space for the facilitation of various programs which will address the youth's criminogenic needs and provide valuable life skills to prepare the youth for successful reentry into the community.

**Additional Fiscal Information**

(Commences on Page 3)

**Additional Fiscal Information**

Expenditures for FY 2016/17 are estimated at \$44,160; expenditures for FY 2017/18 are estimated at \$44,160. The project budget in the amount of \$21,910,455 was approved on September 13, 2016 (M.O. 3-14); therefore all costs associated with this agreement are funded by: State Construction Grant Fund-74%, General Fund-Probation Budget-2%, Proposition 172 Fund-8% and Development Impact Fees Fund 30501-16%. The agreement for Balfour Beatty is within the project's previously approved budget; therefore no departmental budget adjustment is required at this time.

Attachment:

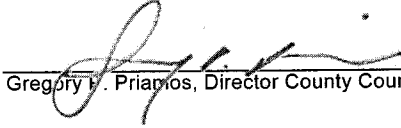
Professional Services Agreement with Balfour Beatty Construction

RF:JV:VC:SP:CW:mg      FM08260007160      3061-13437  
S:\Project Management Office\FORM 11'S\Form 11's in Process\3061 - 13437\_D7- Indio Prob JuvHall Campus Expnsn - Agrmnt  
with Balfour Beatty\_030717.doc

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



Nehini Dasika, Principal Management Analyst 2/27/2017



Gregory H. Priamos, Director County Counsel 2/21/2017

1 PROFESSIONAL SERVICES AGREEMENT

2 This Agreement is made and entered as of the date of the last signature on the signature page of  
3 this contract by and between BALFOUR BEATTY (herein referred to as "CONSULTANT"),  
4 and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein  
5 referred to as "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:

13 1. SCOPE OF SERVICES: CONSULTANT shall perform Construction  
14 Management Services as described in further detail in Exhibit "A" for the Project entitled: **Indio**  
15 **Probation Juvenile Hall Campus Expansion Project.** CONSULTANT shall provide all  
16 services in accordance with this Agreement and as outlined and specified in Exhibit "A",  
17 consisting of one (1) page, attached hereto and by this reference incorporated herein.

18 1.1 CONSULTANT represents and maintains that it is skilled in the professional  
19 calling necessary to perform all services, duties and obligations required by this  
20 Agreement to fully and adequately complete the Project. CONSULTANT shall perform  
21 the services and duties in conformance to and consistent with the standards generally  
22 recognized as being employed by professionals in the same discipline in the State of  
23 California. CONSULTANT further represents and warrants to the COUNTY that it has  
24 all licenses, permits, qualifications and approvals of whatever nature are legally required  
25 to practice its profession. CONSULTANT further represents that it shall keep all such  
26 licenses and approvals in effect during the term of this Agreement.

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1           2.     PERIOD OF PERFORMANCE: CONSULTANT shall commence performance  
2 of services within one (1) calendar day after execution of this Agreement, and shall diligently  
3 perform the services to full completion of the Project as required and in accordance with the  
4 scheduled Project completion date of **December 31, 2017**, unless sooner terminated as specified  
5 in Paragraph 8, or extended as provided in Paragraph 13. All applicable indemnification  
6 provisions in this Agreement shall remain in effect following the termination of this Agreement.

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

9                   3.1     COUNTY shall pay to CONSULTANT for services performed project  
10 management services in accordance with the hourly Scope of Services set forth in  
11 Exhibit "A". The total amount of compensation paid to CONSULTANT under  
12 this Agreement shall not exceed the maximum of **Eighty Eight Thousand Three**  
13 **Hundred Twenty Dollars (\$88,320)**, unless a written amendment to this  
14 agreement is executed by both parties prior to performance of additional services.

15                   3.2     Reimbursable expenses, if applicable, are defined in Exhibit "A".

16                   3.3     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                   3.4     Unless otherwise stated in Exhibit "A", the basis for the monthly invoice  
21 and payment thereon shall be on an hourly 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, CONSULTANT hereby holds COUNTY harmless from any and all claims that may  
2 be made against COUNTY based upon any contention by any third party that an employer-  
3 employee relationship exists by reason of this Agreement.

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

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

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

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

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

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

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

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

5 A. Workers' Compensation:

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

12 B. Commercial General Liability:

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

22 C. Vehicle Liability:

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

3 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 the COUNTY, or 2) procure a bond which guarantees  
4 payment of losses and related investigations, claims administration, and defense  
5 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  
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1 timely perform services pursuant to the Scope of Services described in Exhibit "A" of this  
2 Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17 16.1 Upon completion of each phase of work described in Exhibit "A", the  
18 CONSULTANT shall furnish to the COUNTY three (3) copies of the deliverables, and/or  
19 documents completed for that phase as specified in Exhibit "A". Upon approval thereof  
20 by the COUNTY, the CONSULTANT shall furnish one reproducible set along with an  
21 electronic copy on Compact Disk (CD) of the deliverables and/or documents.

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

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

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

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

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

14  
15 COUNTY:

16 Economic Development Agency  
17 Project Management Office  
18 3403 Tenth St., Suite 400  
19 Riverside, CA 92501  
20 Attn: Charles Waltman

CONSULTANT:

BALFOUR BEATTY CONSTRUCTION  
2 Park Plaza, Suite 1000  
Irvine, CA 92614  
Attn: Layne Arthur

21  
22 IN WITNESS WHEREOF, the party hereto for the COUNTY has caused their duly authorized  
23 representative to approve the contents of this Agreement as representative of the COUNTY'S  
24 requirements for this project. The execution of this Agreement by the COUNTY shall be  
25 through the authority given by the Board of Supervisors per Minute Order \_\_ on January 24,  
26 2017.

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

3 CONSULTANT:

4 BALFOUR BEATTY CONSTRUCTION

5 By: ~~Layne Arthur~~ Brian Cahill

6 Title: ~~Vice President~~, California Division

7 DATED: \_\_\_\_\_

By: 

8 Federal Tax I.D. No. 201627180

9 COUNTY OF RIVERSIDE

10 RECOMMENDED FOR APPROVAL

11 DATED: MAR 07 2017

By: 

12 John Tavaglione

13 CHAIRMAN, BOARD OF SUPERVISORS

14 ATTEST:

15 Kecia Harper-Ihem

16 CLERK OF THE BOARD

17 DATED: MAR 07 2017

By: 

18 DEPUTY

19 (SEAL)

20 APPROVED AS TO FORM:

21 Gregory P. Priamos

22 County Counsel

23 DATED: 2/16/17

By: 

24 Marsha L. Victor

25 Chief Deputy County Counsel

# Balfour Beatty Construction

September 22, 2016

Charles Waltman  
Deputy Director of Design & Construction-PMO  
County of Riverside-Economic Development Agency  
3403 Tenth Street, Suite 400

RE: Indio Youth Treatment and Education Center

Dear Mr. Waltman;

Thank you for the opportunity to present a fee schedule for pre-construction services for the Indio Youth Treatment and Education Center.

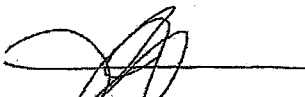
Per your request please see the fee schedule below for pre-construction services:

Pre-Construction Management November 1, 2016 thru December 31, 2017-Coordination meeting	\$34,920.00
Cost Estimates (50% Construction Documents)	\$23,800.00
Constructability Review (50% Construction)	\$16,000.00
Cost Estimate for SD & DD peer of architect's cost estimate	\$13,600.00

Total Proposal for Pre-Construction Services=\$88,320.00

Please contact me with any questions or concerns regarding the proposed fee structure above at (949) 527-0234.

Sincerely,



John Atherton, Project Executive  
Balfour Beatty Construction  
2 Park Plaza Suite 1000  
Irvine CA 92614

CC: Layne Arthur, Vice President, Balfour Beatty Construction

**Balfour Beatty  
Construction**

February 9, 2017

2 Park Plaza  
Suite 1000  
Irvine, CA 92614

Charles Waltman  
Deputy Director of Design & Construction-PMO  
County of Riverside-Economic Development Agency  
3403 Tenth Street, Suite 400

Re: Indio Youth Treatment and Education Center  
Construction Management Services Proposal

Dear Mr. Waltman;

Thank you for the opportunity to present a fee schedule for Construction Management (CM) Services at the Indio Youth Treatment and Education Center.

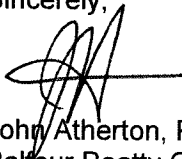
Per your request, please see the fee schedule below for Construction Management Services:

CM Services through December 31, 2017- Coordination Meeting	\$34,920.00
Cost Estimates (50% Construction Documents)	\$23,800.00
Constructability Review (50% Construction)	\$16,000.00
Cost Estimate for SD & DD peer of architect's cost estimate	\$13,600.00

Total Proposal for Construction Management Services: \$88,320.00

Please contact me with any questions or concerns regarding the proposed fee structure above at (949)527-0234.

Sincerely,



John Atherton, Project Executive  
Balfour Beatty Construction  
2 Park Plaza, Suite 1000  
Irvine, CA 92614

CC: Layne Arthur, Vice President, Balfour Beatty Construction