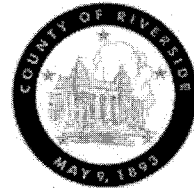


SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
3.23
(ID # 6436)

MEETING DATE:

Tuesday, April 24, 2018

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA) AND SHERIFF'S DEPARTMENT :

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA) AND SHERIFF'S DEPARTMENT: 9-1-1 Generator Electrical Upgrade Project – Approval of Amendment No. 2 for SC Engineers, Inc. to the Professional Services Agreement for Engineering Analysis, Approval of Change Order No. 4 and Notice of Completion for Comet Electric, Inc., and Revised Project Budget, District 1. [\$75,347 – Capital Improvement Program Fund 30700 – 100%] (Clerk to Record Notice of Completion)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve increased project costs of \$49,279 in RCIT projected costs, minor construction costs and project management;
2. Ratify and approve Amendment No. 2 to the Professional Services Agreement between the County of Riverside (County) and SC Engineers, Inc. (SC Engineers) to increase the agreement by \$21,800 from \$84,500 to \$106,300, for the 9-1-1 Generator Electrical Upgrade (9-1-1 Generator) Project and authorize the Chairman of the Board to execute the amendment on behalf of the County;
3. Authorize the Assistant County Executive Officer/EDA to administer Amendment No. 2 for SC Engineers in accordance with applicable Board policies;

ACTION: Policy, CIP

Robert Field, Assistant County Executive Officer/EDA

3/28/2018

Cheryl Evans, Chief Deputy

3/28/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: April 24, 2018
xc: EDA, Sheriff, Recorder

Kecia Harper-Ihem
Clerk of the Board

By Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

4. Ratify and approve Change Order No. 4 in the amount of \$4,268 to Comet Electric, Inc. (Comet) for additional work performed to the 9-1-1 Generator Project; find that the work was integral to the project and that competitive bidding would not produce an advantage and is impractical for the work;
5. Authorize the Assistant County Executive Officer/EDA, or designee, to execute Change Order No. 4, for Comet on behalf of the County;
6. Accept the 9-1-1 Generator Project constructed by Comet as complete, and authorize the Clerk of the Board to record the attached Notice of Completion;
7. Authorize the release of the undisputed retained funds in the amount of \$61,223 to Comet in accordance with the contract terms and applicable law;
8. Approve an increase to the budget by \$75,347 for a revised project budget of \$1,639,847; and
9. Authorize the use of Capital Improvement Program Fund 30700 for the Project, including reimbursement to the Economic Development Agency (EDA) for incurred project related expenses.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$75,347	\$ 0	\$75,347	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Capital Improvement Program Fund 30700 – 100%			Budget Adjustment: No	
			For Fiscal Year: 2017/18	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On October 27, 2015, Item 3-3, the Board of Supervisors (Board) approved the plans and specifications and construction agreement between the County and Comet through the use of the Easy Indefinite Quantity Construction (EZIQC) contracting in the amount of \$1,109,879 for the 9-1-1 Generator project. To maintain continuity of service while the upgrade took place, electrical circuits had to be permanently relocated. These relocations required additional design and engineering services and construction change orders. RCIT also provided additional oversight

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

and coordination to maintain 911 services during power shutdowns. EDA project management coordinated these complex efforts through project completion.

On August 18, 2015, Item 3-28, the Board approved a pre-qualified list of architectural and engineering firms to be retained on an as-needed basis. Based on their experience, EDA selected SC Engineers to provide engineering analysis for the Project. An agreement was executed between the County and SC Engineers and a purchase order was subsequently issued in the amount of \$70,000 for the project. On May 6, 2015, Purchasing approved Amendment No. 1 to SC Engineers in the amount of \$14,500 for a new contract value of \$84,500; for supplemental services for Priority #1 electrical distribution repairs. Amendment No. 2 will compensate SC Engineers in the not-to-exceed amount of \$21,800 for a revised contract value of \$106,300, for design services of the relocation of electrical circuits.

During construction, three change orders were approved for Comet in the cumulative amount of \$110,304, increasing the contract value from \$1,109,879 to \$1,220,183. The change orders did not exceed the 10% contingency allowance, nor single change order dollar authority; therefore, no Board action was required. Change Order No. 4 exceeds the contracts contingency allowance; therefore, EDA is seeking Board approval of Change Order No. 4 to compensate Comet in the not-to-exceed amount of \$4,268 for a revised contract value of \$1,224,451.

EDA is seeking Board approval for a project budget increase of \$75,347, from \$1,564,500 to \$1,639,847 to the Project. The additional monies will cover Amendment No. 2, Change Order No. 4 and other remaining project related obligations to successfully complete the project.

Comet has completed the work to the 9-1-1 Generator project and has been inspected and found to comply with the contract requirements. This Board action will release the undisputed contract retention funds to Comet in the amount of \$61,223 after the Notice of Completion has been recorded and the 35 day lien period has expired per contract terms.

Impact on Residents and Businesses

The relocation of the emergency generator from the former Indio County Administrative Center has provided an estimated cost savings of \$189,000 to the County of Riverside. The construction and installation of the secondary generator and priority-1 electrical system will benefit County residents and businesses by increasing the reliability of emergency, public safety communications.

Additional Fiscal Information

The approximate allocation of the project budget increase is as follows:

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

PROJECT BUDGET LINE ITEMS	CATEGORY	PROJECT BUDGET	PROJECT BUDGET INCREASE	REVISED PROJECT BUDGET
Engineering Analysis and Design	1	136,000	21,800	157,800
Construction Management	2	0	0	0
Construction Contract	3	1,109,879	114,572	1,224,451
Construction Inspection	4	0	0	0
Project Management	5	147,105	27,895	175,000
Fixtures, Furnishings, Equipment	6	0	0	0
Other Soft Costs / Specialty Consultants	7	10,250	5,241	15,491
Project Contingency	8	108,255	(108,255)	0
Minor Construction/RCIT	9	53,011	14,094	67,105
Revised Project Budget		\$ 1,564,500	\$ 75,347	\$ 1,639,847

Additional Fiscal Information (Continued)

On October 27, 2015 (Item 3-3), the Board approved the project budget for the 9-1-1 Generator project in the amount of \$1,564,500. This Board action will increase the project budget by \$75,347 for a revised project budget of \$1,639,847 and will be 100% funded by Capital Improvement Program Fund 30700. All monies will be expended in FY 2017/18.

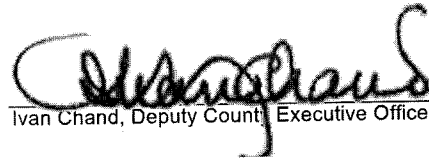
Attachments:

- Amendment No. 2 for SC Engineers, Inc.
- Change Order No. 4 for Comet Electric, Inc.
- Notice of Completion for Comet Electric, Inc.

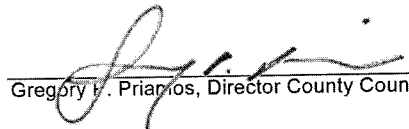
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 S:\Project Management Office\FORM 11'S\FORM 11's_In Process\6436 – 13782_D7 – 005777 – 9-1-1 Generator Elec Upgrade,
 Amend No 2-SC Eng, CO and NOC for Comet and Rev Proj Budget_042418.doc

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


Rohini Dasika, Principal Management Analyst 4/16/2018


Ivan Chand, Deputy County Executive Officer 4/17/2018


Teresa Summers, Director of Purchasing 3/21/2018


Gregory L. Priamos, Director County Counsel 3/29/2018

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

KECIA HARPER-IHEM, CLERK OF THE BOARD
4080 LEMON STREET, 1ST FLOOR CAC
P O BOX 1147 - RIVERSIDE, CA 92502
MAIL STOP # 1010

AND WHEN RECORDED MAIL TO:
RETURN TO: STOP #1010
RIVERSIDE COUNTY CLERK OF THE BOARD
P. O. BOX 1147 - RIVERSIDE, CA 92502

2018-0161494

04/26/2018 12:14 PM Fee: \$ 0.00

Page 1 of 2

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



320

NOTICE OF COMPLETION
(California Civil Code §§ 8180-8190, 8100-8118)

To be recorded with County Recorder within 15 days after completion.

Notice is hereby given by the undersigned owner, a public entity of the State of California, that a public work of improvement has been completed, as follows:

Project title or description of work: 9-1-1 Generator Electrical Upgrade Project (FM08110005777)
Date of Completion: Date Hereof
Nature of owner: Public Entity
Interest or estate of owner: In Fee
Address of owner: Clerk of the Board of Supervisors, County Administrative Center,
4080 Lemon St., Riverside, CA 92501
Name/address of direct contractor: Comet Electric, Inc., 21625 Prairie Street, Chatsworth, CA 91311
Street or legal description of site: 7195 Alessandro Boulevard, Riverside, CA 92506

Dated: Owner: County of Riverside
(Name of Public Entity)
By: Chuck Washington
Chuck Washington, Chairman, Board of Supervisors

STATE OF CALIFORNIA)
ss
COUNTY OF RIVERSIDE)

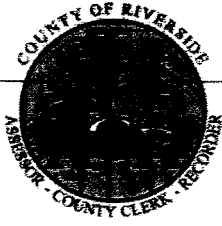
I am the Chairman of the governing board of the County of Riverside, the public entity which executed the foregoing notice and on whose behalf I make this verification; I have read this notice, know its contents, and the same is true. I certify under penalty of perjury that the foregoing is true and correct.

ATTEST: Kecia Harper-Ihem, Clerk
By: Yerrain Milian
Deputy

Executed at Riverside, California on 4-24-18
Chuck Washington
Chuck Washington, Chairman, Board of Supervisors

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel DATE

323 APR 24 2018



PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

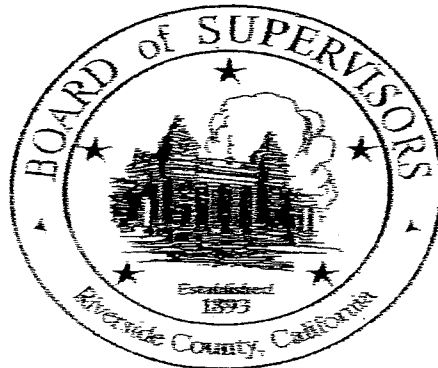
www.riversideacr.com

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

CLARIFICATION OF THE SEAL for the Riverside County Board of Supervisors
(embossed on document)



Date:

4-24-18

Signature:

Karen Barton

Print Name:

Karen Barton, Board Assistant, Riverside County Clerk of the Board

COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY

CHANGE ORDER NO. Four

Date: 4/18/2017

Project Name: 9-1-1 Generator/Electrical Upgrade Project

To Contractor:

PeopleSoft Project No: FM FM08110005777

Comet Electric
21625 Prairie Street
Chatsworth, CA 91311

Distribution:
 (1) Project Manager (4) Construction Manager
 (2) Contractor (5) Inspector
 (3) Fiscal (6) Architect/Engineer

You are directed to make the following changes. Changes shall include labor, material and equipment; each item to include all charges or indirect arising out of this work:

DESCRIPTION OF CHANGE	REASON FOR CHANGE ORDER	COR#	TYPE	AMOUNT
1) Add ATS-3 Troubleshooting & Repair	Unforeseen Conditions	12	ADD	\$4,268.12
2)				
3)				
4)				
5)				
6)				
7)				
8)				
9)				
10)				
TOTAL				\$4,268.12

The specifications, where pertinent, shall apply to these changes.

This Change Order provides for a time extension of 0 calendar days

Original Contract Duration (calendar days):	<u>150</u>
Prior Authorized Time Extension (calendar days):	<u>55</u>
Revised Construction Duration (calendar days):	<u>205</u>
Original Contract Completion Date:	<u>3/26/2016</u>
Revised Contract Completion Date:	<u>8/18/2016</u>

NOTE: This change order is not effective until ALL signatures below are obtained, and if applicable, signature authority approval by Form 11 as indicated per Change Order Guidelines.

The undersigned contractor has given careful consideration to the change proposed, including its effect on other work already contracted for, and hereby agrees, if this change order is approved, that he will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment for all costs related in any way thereto the prices shown above. Contractor expressly waives any contract right to pursue any further claim related to this change order work.

1) [Signature] 04-20-17
 Contractor (Signature) Date

Adam Saitman, President
 Contractor's Printed Name

Original Contract	\$	<u>1,109,879.00</u>
Prior Authorized	\$	<u>110,303.56</u>
Total Contract Prior to this Change	\$	<u>1,220,182.56</u>

Authorized Changes on this Change Order: \$ 4,268.12

2) _____
 Assistant Director Date
 (Signature)

Vincent Coffeen
 Assistant Director
 Printed Name

Amount of Contract Authorized Including this Change Order \$ 1,224,450.68

Pursuant to: Board Policy B-11 M.O. and Date 3-3 of 10/27/15

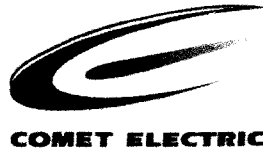
3) _____
 Engineer's (Signature) Date

 Engineer's Printed Name

FORM APPROVED COUNTY COUNSEL
 BY: [Signature] 3-29-18
 SYNTHIA M. GUNZEL DATE

4) [Signature] 4/15/17
 Project Manager (Signature) Date

John Alfred
 Project Manager's Printed Name



9/21/16

Mr. John Alfred
County of Riverside
4080 Lemon Street
Riverside, CA 92501

Re: 911 Communications
Our Work Order No. 15-148
Our Change Order Request No.: 12
Reference: ATS-3 Troubleshoot and Repair

Dear Mr. Alfred,

The following is our cost breakdown for: Engage EPC and Russelectric to troubleshoot and repair
ATS-3.

TOTAL ROM CHANGE TO CONTRACT..... \$ 4268.12

This change proposal is based on the usual cost elements such as labor, materials, and normal markup allowed under the specifications and does not include any amount for interference, disruptions, rescheduling, change in the sequence of work, delays and/or associated acceleration. We expressly reserve the right to submit our request for any of these items should we be faced with performing our work under any of these conditions.

Unless otherwise stated, this Change Order is commensurate to the terms and conditions of the contractual agreement for this project. This change proposal is limited to modifications involving our original scope of work. This cost proposal supersedes all previously submitted cost proposals relating to this same work.


Work which may be required to complete this change order, which is the work of other trades, is not a part of this change proposal.

No work or material orders with regard to this change order can proceed without written directive to do so. Such directive must include complete acknowledgement of this change order.

This quote is valid for 30 calendar days from the above date and void thereafter. After the 30 days the quotation will have to be re-evaluated.

Sincerely,

COMET ELECTRIC, INC.


Cort Robins
Project Manager

Contractor Price Proposal Details - Category

Date: 9/21/2016
Work Order #: 028021.12
Title: 9-1-1 Communications-Generator: Generator Transfer Pump Replacement
Contractor: eziQC - Comet Electric, Inc.
Job Order Value: \$4,268.12

Proposal Name: 9-1-1 Communications-Generator: ATS #3 Troubleshoot & Repair
Proposal Value: \$4,268.12

Line #	Material	UOM	Description	Unit Price	Factor	Total	
No Category Input							
1	16000-9008		ATS #3 Troubleshoot & Repair			\$4,268.12	
		NPP Tasks		Qty	Unit Price	Factor	Total
			Installation	1	X \$3,290.00	X 1.2973	\$4,268.12
Subtotal for No Category Input:						\$4,268.12	
Grand Total:						\$4,268.12	

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 100.00



Authorized GE Zenith Service Representative

August 24, 2016

**COUNTY OF RIVERSIDE EDA
3133 Mission Inn Avenue
Riverside, CA 92507**

Attn: Mr. John Alfred
Supervising Facilities Project Manager

Subject: Automatic Transfer Switch #3 Troubleshoot

Location: 911 Communication Center; 7195 Alessandro Blvd., Riverside, CA 92506

EPC Ref.: 16-16130

Work Scope

EPC will provide a Russelectric technician to perform the following:

- Show up on site and troubleshoot one (1) Russelectric Transfer Switch – ATS #3
- Complete a visual inspection of switches and all needed diagnostic tests to diagnose the problem
- Correct any minor problems found during troubleshooting process
- If parts or major repairs are needed, EPC will supply customer with quote to do the repairs

Please Note the following:

- This proposal is based on an eight (8) hour minimum plus mileage; anything over the eight (8) hours will be an additional charge.
- Please be advised that the work outlined in this quotation will require a power shutdown of equipment.
- Quote is based on regular hours
- *ATS #3 will be transferred to emergency power*

Emergency Power Controls, Inc.

Automatic Transfer Switch Specialists

Maintenance Contracts

Emergency Power Consultants



GE Zenith

Authorized GE Zenith Service Representative

Total Job Cost ----- \$ 3,290.00

Acceptance Signature _____

P.O. Number _____

(Please note that EPC does accept Visa and MasterCard.)

- For job site work delays that are beyond the control of EPC, Inc., standby time will be charged at our published hourly rate.
- Payment due within 30 days of completion of work. 10% per annum interest will be charged on all late payments. Customer will be responsible for all court cost and attorney fees incurred in collecting late payments.

If you have any question regarding this proposal, feel free to contact me at 714-777-5993.

Sincerely,

Patrick Carolan
President, EPC
16-16130



1 **SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**
2 **BY AND BETWEEN THE COUNTY OF RIVERSIDE AND**
3 **SC ENGINEERS, INC. FOR**
4 **THE 9-1-1 GENERATOR/ELECTRICAL UPGRADE PROJECT**
5

6 **THIS SECOND AMENDMENT** is entered into by and between the COUNTY OF RIVERSIDE,
7 ("COUNTY"), and SC Engineers, Inc. (herein referred to as "CONSULTANT"), regarding the
8 Agreement for Professional Services first entered into on January 7, 2015.

9 **NOW, THEREFORE**, in consideration of the mutual covenants contained herein and providing
10 that all other sections not amended remain in full force and effect, the parties hereto agree to amend the
11 Agreement as follows:

12
13 I. Section 1. SCOPE OF SERVICES is hereby amended to add the following sentence at the end of
14 the first paragraph, line 18:

15 "The ENGINEER shall provide additional design services required to properly incorporate
16 repair and replacement of priority No. 2 circuits, which were not included in the original
17 design, but required due to unforeseen field conditions."
18

19 II. Section 2. PERIOD OF PERFORMANCE shall be modified to read as follows:

20 "ENGINEER shall commence performance of services with one (1) calendar day of execution
21 of this Agreement, and shall diligently perform the services as specified in Exhibit A and A-2
22 to full completion of the Project as required and in accordance with the revised scheduled
23 completion date of July 30, 2017 unless sooner terminated as specified in Paragraph 8 or
24 extended as provided in Paragraph 13."
25

26 III. Section 3.1 COMPENSATION is hereby modified to read as follows:
27

1 “The COUNTY shall pay the ENGINEER for services performed and expenses incurred in
2 accordance with the terms of Exhibit A attached hereto and incorporated herein. The total
3 amount of the original agreement Exhibit A was Sixty-Eight Thousand dollars, \$68,000, plus
4 reimbursable expenses not to exceed Two-Thousand Dollars (\$2,000) for a total Agreement
5 value of \$70,000. The amount of the Agreement was increased by Fourteen Thousand, Five-
6 Hundred dollars (\$14,500) in Amendment No. 1, for a revised total Agreement value of
7 \$84,500. The additional compensation paid to the ENGINEER under this Agreement for
8 services under Exhibit A-1, attached hereto and incorporated herein, for the sum of Twenty-
9 One Thousand, Eight Hundred Dollars (\$21,800), for a new not to exceed total of One-
10 Hundred Six Thousand, Three-Hundred Dollars (\$106,300), unless a written amendment to
11 this Agreement is executed by both parties prior to performance of additional service.”

12
13 All other terms and conditions of the agreement shall remain in full force and effect.

14
15
16 [REMAINDER OF PAGE LEFT BLANK]
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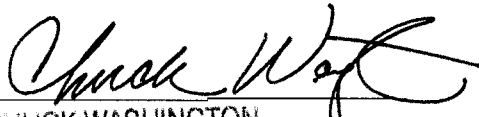
1 IN WITNESS HEREOF, the parties hereto have caused their duly authorized representatives to execute
2 this First Amendment.

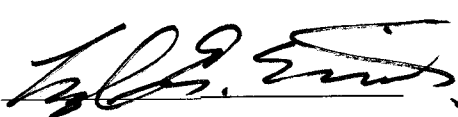
3
4 "COUNTY"

CONSULTANT:

5 COUNTY OF RIVERSIDE

SC Engineers, Inc.

6
7 BY: 
8 CHUCK WASHINGTON
Chairman, Board of Supervisors

BY: 
Lyle Willis, Principal


Address: 17075 Via Del Campo

9
10 ATTEST:

San Diego, CA, 92127

11 KECIA HARER-IHEM

12 Clerk of the Board

13 BY: 

14 Deputy

15
16 (SEAL)

17
18
19
20
21
22 APPROVED AS TO FORM:

23 GREGORY P. PRIAMOS

24 County Counsel

25 By: 
26 Cynthia M. Gunzel, Chief Deputy County Counsel

Exhibit "A"

To the

Professional Services Agreement

Between

The County of Riverside

And

Shadpour Consulting Engineers, Inc. (SC Engineers)

For:

The 9-1-1 Communication Generator/Electrical

Engineering Analysis Project

1 PROFESSIONAL SERVICES AGREEMENT

2 This Agreement, made and entered into this 7th day of January, 2014⁵, by and
3 between SC Engineering, Inc. (herein referred to as "ENGINEER"), and the COUNTY OF
4 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, ENGINEER 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: ENGINEER shall perform all services and other
14 activities necessary to provide mechanical and electrical engineering design services, and prepare
15 construction drawings for the Project described as Riverside County – 911 Communications
16 Center – Installation of Emergency Generator. ENGINEER shall provide all services in
17 accordance with this Agreement and as outlined and specified in Exhibit A, consisting of three
18 (3) page(s), attached hereto and by this reference incorporated herein.

19 1.1 ENGINEER 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. ENGINEER shall perform the
22 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. ENGINEER further represents and warrants to the COUNTY that it has all
25 licenses, permits, qualifications and approvals of whatever nature are legally required to
26 practice its profession. ENGINEER further represents that it shall keep all such licenses
27 and approvals in effect during the term of this Agreement.

1 2. PERIOD OF PERFORMANCE: ENGINEER shall commence performance of
2 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 3, 2015 unless sooner terminated as specified in
5 Paragraph 8, or extended as provided in Paragraph 13. All applicable indemnification provisions
6 in this Agreement shall remain in effect following the termination of this Agreement.

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

9 3.1 COUNTY shall pay to ENGINEER for services performed in accordance
10 with the Scope of Services set forth in Exhibit A. The total amount of compensation paid
11 to ENGINEER under this Agreement shall not exceed the lump sum of Sixty Eight
12 Thousand Dollars (\$68,000.) plus reimbursable expenses estimated not to exceed Two
13 Thousand Dollars (\$2,000) Exhibit A, unless a written amendment to this Agreement is
14 executed by both parties prior to performance of additional services.

15 3.2 Reimbursable expenses are defined in Exhibit A. No single
16 reimbursement shall exceed \$500 without the prior written consent of the Deputy
17 Director, Economic Development Agency, Project Management Office (or designee).

18 3.3 Said compensation shall be paid in accordance with an invoice
19 submitted to COUNTY by ENGINEER within fifteen (15) days from the last day
20 of each calendar month, and COUNTY shall pay the invoice within thirty (30)
21 working days from the date of receipt of the invoice.

22 3.4 The basis for the monthly invoice and payment as defined in Exhibit A
23 thereon shall be on a percentage completion basis to be billed monthly.

24 4. INDEPENDENT CONTRACTOR: COUNTY retains ENGINEER on an
25 independent contractor basis. ENGINEER is not, and shall not be considered to be in any
26 manner, an employee, agent or representative of the COUNTY. ENGINEER shall not be
27 entitled to any benefits payable to employees of COUNTY including County Workers'
28 Compensation benefits. COUNTY is not required to make any deductions from the

1 compensation payable to ENGINEER under this Agreement, and as an independent contractor,
2 ENGINEER hereby holds COUNTY harmless from any and all claims that may be made against
3 COUNTY based upon any contention by any third party that an employer-employee relationship
4 exists by reason of this Agreement.

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

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

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

1 extent a loss, suit, claim, demand, action, or proceeding is based on actual or alleged acts or
2 omissions of ENGINEER which are not design professional services, ENGINEER shall
3 indemnify Indemnitees whether or not ENGINEER 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 ENGINEER.

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

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

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

24 7. INSURANCE: Without limiting or diminishing the ENGINEER'S obligation to
25 indemnify or hold the COUNTY harmless, ENGINEER shall procure and maintain or cause to
26 be maintained, at its sole cost and expense, the following insurance coverage during the term of
27 this Agreement. As respects to the insurance section only, the COUNTY herein refers to the
28 County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective

1 directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or
2 representatives as Additional Insureds.

3 A. Workers' Compensation:

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

10 B. Commercial General Liability:

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

20 C. Vehicle Liability:

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

28 D. Professional Liability:

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

13 E. General Insurance Provisions - All lines:

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

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

1 3) ENGINEER shall cause ENGINEER'S insurance carrier(s) to furnish the
2 County of Riverside with either 1) a properly executed original Certificate(s) of
3 Insurance and certified original copies of Endorsements effecting coverage as
4 required herein, and 2) if requested to do so orally or in writing by the County
5 Risk Manager, provide original Certified copies of policies including all
6 Endorsements and all attachments thereto, showing such insurance is in full force
7 and effect. Further, said Certificate(s) shall contain the covenant of the insurance
8 agent/producer that thirty (30) days written notice shall be given to the County of
9 Riverside prior to cancellation of such insurance except ten (10) days for
10 cancellation due to nonpayment. In the event of a material modification,
11 cancellation, expiration, or reduction in coverage, this Agreement shall terminate
12 forthwith, unless the County of Riverside receives, prior to such effective date,
13 another properly executed original Certificate of Insurance and original copies of
14 endorsements or certified copies of the policies, including all endorsements and
15 attachments thereto evidencing coverage's set forth herein and the insurance
16 required herein is in full force and effect. *ENGINEER shall not commence*
17 *operations until the COUNTY has been furnished original Certificate (s) of*
18 *Insurance and certified original copies of endorsements and if requested,*
19 *review original of the policies of insurance including all endorsements and any*
20 *and all other attachments as required in this Section. An individual authorized*
21 *by the insurance carrier to do so on its behalf shall sign the original*
22 *endorsements for each policy and the Certificate of Insurance. Upon*
23 *COUNTY'S request, ENGINEER shall make available for inspection by*
24 *County Risk Manager, at a mutually agreeable location, copies of*
25 *ENGINEER'S insurance policies.*

26 4) It is understood and agreed to by the parties hereto that the ENGINEER'S
27 insurance shall be construed as primary insurance, and the COUNTY'S
28 insurance/or deductible and/or self-insured retentions or self-insured program

1 shall not be construed as contributory.

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

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

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

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

17 8. TERMINATION: COUNTY may, by written notice to ENGINEER, terminate
18 this Agreement in whole or in part at any time. Such termination may be for COUNTY'S
19 convenience or because of ENGINEER'S failure to perform its duties and obligations under this
20 Agreement including, but not limited to, the failure of ENGINEER to timely perform Services
21 pursuant to the Period of Performance as described in Section 2 of this Agreement.

22 8.1 Discontinuance of Services. Upon Termination, ENGINEER shall, unless
23 otherwise directed by the Notice, discontinue all services and deliver to the COUNTY all
24 data, estimates, graphs, summaries, reports, and other related materials as may have been
25 prepared or accumulated by ENGINEER in performance of Services, whether completed
26 or in progress.

27 8.2 Effect of Termination For Convenience. If the termination is to be for the
28 convenience of the COUNTY, the COUNTY shall compensate ENGINEER for services

1 satisfactorily provided through the date of termination. ENGINEER shall provide
2 documentation deemed adequate by COUNTY to show the Services actually completed
3 by ENGINEER prior to the date of termination. This Agreement shall terminate thirty
4 (30) days following receipt by the ENGINEER of the written Notice of Termination.

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

24 8.4 Notwithstanding any of the provisions of this Agreement, ENGINEER'S
25 rights under this Agreement shall terminate (except for fees accrued prior to the date of
26 termination) upon dishonesty, or a willful or material breach of this Agreement by
27 ENGINEER, or in the event of ENGINEER'S unwillingness or inability for any reason
28 whatsoever to perform the duties hereunder, or if the Agreement is terminated pursuant to

1 Section 8. In such event, ENGINEER shall not be entitled to any further compensation
2 under this Agreement.

3 8.5 Cumulative Remedies. The rights and remedies of the parties provided in
4 this Section are in addition to any other rights and remedies provided by law or under this
5 Agreement.

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

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

15 11. ASSIGNMENT: This Agreement shall not be assigned by ENGINEER, either in
16 whole or in part, without prior written consent of COUNTY. Any assignment or purported
17 assignment of this Agreement by ENGINEER without the prior written consent of COUNTY
18 will be deemed void and of no force or effect.

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

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

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

4 If ENGINEER feels that any work requested of it is beyond the scope of services under
5 this Agreement, any claim by the ENGINEER for adjustment under this paragraph shall be made
6 within thirty (30) days of when the ENGINEER is requested to perform the disputed scope of
7 work.

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

12 15. CONFIDENTIALITY: ENGINEER shall maintain the confidentiality of any and
13 all records and information accessed or processed under this Agreement. ENGINEER shall not
14 disclose, except as permitted by this Agreement or as authorized by the COUNTY, any oral or
15 written communication, information, or effort of cooperation between COUNTY and
16 ENGINEER, or between COUNTY and ENGINEER and any other party.

17 16. DOCUMENTS: The COUNTY acknowledges that the ENGINEER'S reports,
18 drawings, specifications, field data, field notes, laboratory test data, calculations, estimates and
19 other similar documents are instruments of professional service, not products. Although
20 ownership of such documents normally is retained by the ENGINEER they nonetheless shall in
21 this instance become upon their creation the property of the COUNTY whether the Project is
22 constructed or not. The COUNTY may use the design documents and the designs depicted in
23 them, without the ENGINEER'S consent, in connection with the Project, or other COUNTY
24 Projects, including, without limitation, future additions, alterations, connections, repairs,
25 information, reference, use or occupancy of the Project(s). Any reuse of the documents by
26 COUNTY without the written consent of the ENGINEER shall be at COUNTY'S sole risk and
27 without liability or legal exposure to the ENGINEER, and COUNTY shall indemnify, defend
28 and hold the ENGINEER harmless from any claims or losses arising out of such use of the

1 design documents by the COUNTY.

2 16.1 Upon completion of the Design Phase described in Exhibit "A", the
3 ENGINEER shall furnish to the COUNTY three (3) copies of the documents. Upon
4 approval thereof by the COUNTY, the ENGINEER shall furnish one reproducible set
5 along with a CD in ACAD of construction documents.

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

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

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

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

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

Economic Development Agency
Project Management Office
3403 Tenth St., Suite 400
Riverside, CA 92501
Attn: Nahid Selbe

ENGINEER:

SC Engineering, Inc
4750 East Ontario Mills Parkway
Ontario, California 91764
Contact Name: Marc Anderson

IN WITNESS WHEREOF, the party hereto for the COUNTY has caused their duly authorized representative to approve the contents of this Agreement as representative of the COUNTY'S requirements for this project. The execution of this Agreement by the COUNTY shall be through the authority given in M.O. 3.31, 8/28/12 and the Purchase Order issued pursuant to the same.

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

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

ENGINEER:
SC Engineering, Inc
By: Lyle Willis
Title: Principal
By: [Signature]
Federal Tax I.D. No. 33-1099574

DATED: 12/18/2014

COUNTY OF RIVERSIDE
RECOMMENDED FOR APPROVAL
By: [Signature]
Charles Waltman, Deputy Director
EDA Project Management Office

DATED: 12.23.14

COUNTY OF RIVERSIDE
By: [Signature]
Joe Angelone, Procurement Contract Specialist
EDA Purchasing
Purchase Order No. FMAR-56901

DATED: 1-07-15

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel
By: [Signature]
Marsha L. Victor
Principal Deputy County Counsel

DATED: 12/12/14



Shadpour Consulting
Engineers, Inc.

EXHIBIT "A"

Mechanical Engineers

Principals:
Frank Shadpour, P.E.
Jeremy Clifton, P.E.
Edward Lehman, P.E.
Lyle Willis, P.E.
Joseph Kilcoyne, P.E.

October 17, 2014 (Revised December 9, 2014)

Mr. John Alfred
Supervising Facilities Project Manager
County of Riverside
Economic Development Agency
3403 Tenth Street, Suite 500
Riverside, CA 92501

Project: *County of Riverside Sheriff's 911 Communications Center
Installation of Emergency Generator*

Subject: *Fee Proposal: Construction Documents and Construction Administration
Basic Services Proposal No.: P-1963R1*

Dear Mr. Alfred:

SC Engineers, Inc. is pleased to provide our fee proposal for mechanical and electrical engineering design services for the above referenced project. Listed below, please find a summary of our understanding of the scope of work and our fee for the project.

I. PROPOSAL CRITERIA

A. Project Description:

1. This project will provide for the design for the installation of the existing 1000 kW generator and related work at the County of Riverside Sheriff's 911 Communications Center located at 7195 Alessandro Boulevard, Riverside, California. This proposal is for the preparation of Construction Documents and Construction Administration support.
2. The project will provide Construction Documents suitable for competitive bidding to selected contractors. The work will include the mechanical and electrical engineering design services required to develop the Construction Document plans and specifications along with Construction Administration services for the project.

B. Client: The County of Riverside

C. Firm: SC Engineers, Inc.

D. Project Basis and Assumptions:

1. The building area is approximately 34,000 sf and includes one and two story building sections.
2. The project will provide the engineering design for the installation of the existing 1000kW generator and the related switchgear and electrical work. The work will include the required equipment supports and fuel oil piping and related appurtenances necessary to connect to the existing fuel oil storage tank with the new generator.
3. The project documents will use existing topographic survey data provided by the Client.

II. SCOPE OF ENGINEERING SERVICES

A. Services will provide final Construction Documents and Construction Administration services based on the recommendations and results of the Concept Design Study including:

1. Pre-final plans and specification for mechanical and electrical system improvements.
2. Final plans and specification for mechanical and electrical system improvements.
3. Coordination with existing building electrical designs.



Mr. John Alfred
 Supervising Facilities Project Manager
 County of Riverside Sheriff's 911 Communications Center
 Installation of Emergency Generator
 Basic Services Proposal Number: P-1963R1
 October 17, 2014 (Revised December 9, 2014)
 Page 2 of 3

4. ROM cost estimates of probable construction costs.
5. Incorporate agency design review and coordination through Riverside County plan check.
6. Upon completion of the design phase provide three (3) sets of half-sized final design documents and one (1) CD with AutoCAD construction documents.
7. Construction administration including submittal review, response to contractor RFI's, review of contractor change order requests, one (1) on-site bidders' review meeting, and eight (8) on-site meetings.

B. Items Not Included in the Scope of Work (Exclusions):

1. Reproduction of bid documents, or full size sets of documents at various phases.
2. Field observation trips other than noted above.
3. Negotiation with contractors.
4. Investigation and abatement of hazardous materials.

III. FEE PROPOSAL

A. Basic Fee:

1. We propose to perform the engineering services outlined above on a fixed fee. Billing for the project will be submitted to the Client for payment at the completion of each phase in the amounts as follows:

Work Phase	General and Quality Control	Mechanical Engineering	Electrical Engineering	Total
Preliminary Design Submittal	\$6,200	\$4,400	\$13,600	\$24,200
Final Design Submittal	\$4,200	\$3,200	\$9,800	\$17,200
Bidding	\$1,800	\$600	\$900	\$3,300
Construction Administration	\$10,600	\$4,200	\$8,500	\$23,300
Total				\$68,000

2. The duration of our work for the Design is anticipated to be approximately 9 weeks following written notice to proceed.
3. The duration of the Construction is anticipated to be approximately 12 weeks.

B. Additional Services:

1. The following additional services are available at an additional cost.
 - Commissioning
 - Testing of existing systems
 - 3-D Modeling
2. Services required beyond the scope of work described above will be billed on an hourly basis in accordance with the following Rate Schedule, or based on a separate fixed fee as mutually agreed upon by SC Engineers and the Client. These rates are updated annually.

Principal:	\$195
Associate:	\$175
Project Manager:	\$150
Project Engineer:	\$125
Designer:	\$95
CAD Operator:	\$75
Administrative:	\$65



Mr. John Alfred
 Supervising Facilities Project Manager
 County of Riverside Sheriff's 911 Communications Center
 Installation of Emergency Generator
 Basic Services Proposal Number: P-1963R1
 October 17, 2014 (Revised December 9, 2014)
 Page 3 of 3

C. Reimbursable Expenses:

1. Reimbursable expenses will be in addition to the Basic Fee and will include actual expenditures made by the firm's employees and consultants in the interest of the project such as costs of reproductions, postage, and deliveries, transportation, and expenses, as well as production of photographic materials.
2. All reimbursable expenses shall be paid at a rate of cost plus 10%.
3. Reimbursable expenses for this portion of the project are anticipated to be \$2,000.

D. Billing / Payment Procedures:

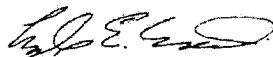
1. If any work designed by SC Engineers, Inc. is abandoned, or suspended, or if the prime agreement is canceled, SC Engineers, Inc. shall be paid for the portion of work completed through the date of written notification.
2. Projects are billed monthly as a percentage of work completed (based on man-hours expended) and payments are due within thirty (30) days of receipt of invoice. Additional Services and Reimbursable expenses are billed as man-hours and expenses incurred to date.
3. Accounts are subject to a monthly service charge of 1% per month after thirty (30) days from date of invoice.

E. Proposal Acceptance:

1. The undersigned parties agree to the scope of work and procedures as described above. Please sign and return one copy to us for our records.
2. If Client elects to issue a separate "Consultant Agreement" for SC Engineers, Inc.'s acceptance, please include this proposal as an Appendix. Refer to this Appendix at appropriate paragraphs in the Consultant Agreement to define Contract Conditions and Scope of Services.
3. This proposal is based upon the available information at this time and is valid for the next thirty days.

We appreciate and look forward to the possibility of working with you on this project. Please do not hesitate to call me if you have any questions on the development of this proposal or the elements contained herein.

Sincerely,
 SC ENGINEERS, INC.


 Lyle Willis, P.E., CxA
 Principal

Name: _____ Title: _____

Signature: _____ Date: _____

Exhibit "A-2"

To the

Professional Services Agreement

Between

The County of Riverside

And

SC Engineers, Inc.

For:

The 9-1-1 Generator/Electrical Upgrade Project



Shadpour Consulting Engineers, Inc.

Mechanical Engineers

Principals:
 Frank Shadpour, P.E.
 Jeremy Clifton, P.E.
 Edward Lehman, P.E.
 Lyle Willis, P.E.
 Joseph Kilcoyne, P.E.

July 6, 2015

Mr. John Alfred
 Supervising Facilities Project Manager
 County of Riverside
 Economic Development Agency
 3403 Tenth Street, Suite 500
 Riverside, CA 92501

Project: *County of Riverside Generator System Upgrade Project
 Sheriff's 911 Communications Center*

Subject: *Fee Proposal: Supplemental Services for Priority #2 Electrical Distribution Repairs
 Preparation of Construction Documents
 Proposal No.: P2176; SC Project No.: 15107*

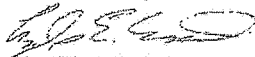
Description of Additional Services: The scope of our services includes supplemental design and preparation of construction documents for the Priority #2 Electrical Distribution Repairs. The supplemental construction documents are to be incorporated into the Generator System Upgrade Project and shall be accomplished concurrently with the Generator Installation work. Requirements include work to provide additional construction documents for the Priority #2 repairs to the electrical distribution.

Bill Type: Fixed Fee Hourly Hourly, Not to Exceed
 Reimbursables: Included in Fee Cost + 10% Other: _____

CO-2 Phase	Description			Total
	Project Management	Mechanical Engineering	Electrical Engineering	
Construction Documents	\$1,800	\$0	\$15,400	\$17,200
Bidding	\$600	\$0	\$600	\$1,200
Construction Administration	\$1,200	\$0	\$2,200	\$3,400
TOTAL CO-2:				\$21,800

Existing conditions of the original contract apply. We will proceed upon your written authorization. Please call if you have any questions on the development of this proposal or the elements contained herein.

Sincerely,
 SC ENGINEERS, INC.


 Lyle Willis, P.E., CxA
 Principal

Name: _____ Title: _____

Signature: _____ Date: _____

17075 Via Del Campo
 San Diego, CA 92127
 858 946.0333 Tel
 858.946.0334 Fax
 www.scengineers.net