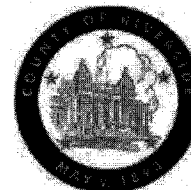


SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
3.14
(ID # 8430)

MEETING DATE:

Tuesday, January 8, 2019

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

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

Larry D. Smith Correctional Facility Laundry Expansion Roof Replacement Project
– California Environmental Quality Act Exempt, Approval of Professional Services
Agreement for Architectural and Engineering Services with DLR Group, Inc., and
Approval of In-Principle and Preliminary Project Budget, District 5. [\$791,516 –
Existing JJB Detention Center Bond Proceeds - 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve in-principle the Larry D. Smith Correctional Facility Laundry Expansion Roof Replacement (SCF Laundry Roof Replacement) Project located in Banning, California; to replace the laundry facility roof, for inclusion on the Capital Improvement Program (CIP) project list;

Continued on page 2

ACTION: Policy, CIP

Robert Field, Assistant County Executive Officer/ECD

12/11/2018

Cheryl Evans, Chief Deputy

12/26/2018

Misha Graves, Correctional Chief Deputy

12/13/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: January 8, 2019
xc: EDA, Sheriff, Purchasing

Kecia Harper
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:

2. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Existing Facilities Exemption, Section 15302 Replacement or Reconstruction Exemption, Section 15303 New Construction or Conversion of Small Structures Exemption, Section 15311 Accessory Structures Exemption, and Section 15061 (b)(3) "Common Sense" Exemption;
3. Authorize the reallocation of John J. Benoit (JJB) Detention Center Bond Proceeds from the SCF Laundry Expansion Project to the SCF Laundry Roof Replacement Project in the amount of \$791,516 (See Attachment A);
4. Approve a preliminary project budget in the amount of \$791,516 for the Project;
5. Authorize use of the existing JJB Detention Center Bond Proceeds, including reimbursement to the Economic Development Agency (EDA) for incurred project related expenses;
6. Ratify and authorize the Chairman of the Board to execute the attached Professional Service Agreement for Architectural and Engineering services between the County of Riverside (County) and DLR Group, Inc. (DLR) for project design services in the amount of \$102,060;
7. Authorize the Assistant County Executive Officer/ECD to administer the Professional Services Agreement with DLR in accordance with applicable Board policies;
8. Delegate project management authority for the Project to the Assistant County Executive Officer/ECD in accordance with applicable Board policies, including the authority to utilize consultants on the approved pre-qualified list for services in connection with the project, and are within the approved project budget; and
9. Authorize the Purchasing Department to execute consultant services agreements for consultants that have been pre-qualified for services up to \$100,000, per fiscal year, in accordance with applicable Board policies for this project.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 791,516	\$ 0	\$ 791,516	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Existing JJB Detention Center Bond Proceeds – 100%			Budget Adjustment: No	
			For Fiscal Year: 2018/19	

C.E.O. RECOMMENDATION: Approve

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

BACKGROUND:

Summary

On January 7, 2014, item 3-13 the Board of Supervisors approved the SCF Laundry Facility project, located in Banning, California, with a project budget of \$5 million. The Board of Supervisors approved the Notice of Completion for the project on October 23, 2018, (Item 3.18). As shown in Attachment A, expected expenditures are projected to be \$3.9 million with an anticipated balance of \$1.1 million.

During the construction of the SCF Laundry Facility project, it was observed that the roof of the building suffered from multiple leaks and the roof-mounted mechanical equipment capacity was insufficient to properly cool and heat the building when all laundry units were operating. EDA is requesting approval from the Board of Supervisors to reallocate and use approximately \$791,516 of the remaining \$1.1 million SCF Laundry Facility project funds to replace the roof of the facility and upgrade the electrical, plumbing and mechanical equipment for the building.

On June 19, 2018, Item 3.9, the Board of Supervisors (Board) approved a pre-qualified list of architectural and engineering firms to be retained on an as-needed basis. Due to their experience, EDA has selected DLR of Riverside from the pre-qualified list to provide design services for the project in the amount of \$102,060, with an approximate allocation of 70% for the architectural and structural design of the 10,560 square foot roof replacement and 30% for the redesign of the electrical, plumbing and mechanical equipment.

EDA recommends the Board approve the SCF Laundry Roof Replacement project, the preliminary project budget in the amount of \$791,516 and the Professional Services Agreement with DLR to move forward with the project. EDA will pursue the most cost effective project delivery method and award in accordance with applicable Board policies.

With certainty, there is no possibility that the project may have a significant effect on the environment. The Project, as proposed, is limited to the replacement of the roof of an existing building and the upgrade to heating and cooling mechanical equipment. The mechanical equipment would be accessory structures to the existing facility and the use of the facility would not change, would not require any expansion of service or facilities, and would not result in an increase in capacity or intensity of use. The Project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. It will not cause an impact to an environmental resource of hazardous or critical concern nor would the project include unusual circumstances which could have a potential significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. Therefore, the project is exempt as the project meets the scope and intent of the Common Sense Exemption identified in Section 15061 (b)(3), Class 1 Categorical Exemption identified in Section 15301, Section 15302 Replacement or Reconstruction Exemption, Section 15303 New Construction or Conversion of Small Structures Exemption, and

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

Section 15311 Accessory Structures Exemption. A Notice of Exemption will be filed by EDA staff with the County Clerk within five days of Board approval.

Impact on Residents and Businesses

The SCF Laundry Expansion project expanded the existing laundry facility to support the increased demand for laundry services projected at the completion and occupancy of the JJB Detention Center. The roof replacement and mechanical equipment additions will improve the functionality of the laundry facility.

Additional Fiscal Information

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

PROJECT BUDGET LINE ITEMS	CATEGORY	PROJECT BUDGET AMOUNT
Architectural Design	1	102,060
Construction Management	2	0
Construction Contract	3	600,000
Offsite Construction	4	0
Project Management	5	10,000
Fixtures, Furnishings, Equipment	6	0
Other Soft Costs/Specialty Consultants	7	7,500
Project Contingency	8	71,956
Minor Construction	9	0
Preliminary Project Budget		\$ 791,516

All costs associated with this Board action will be expended in FY 2018/19 and are 100% funded with existing JJB Detention Center Bond Proceeds.

Attachment:

- Attachment A
- Professional Services Agreement with DLR Group, Inc.

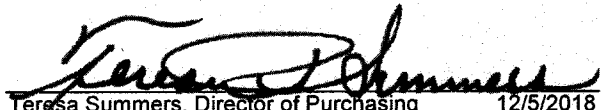
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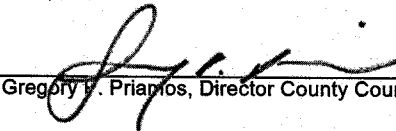
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- In Principle & Proj Budget_010819

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


Nehini Basika, Principal Management Analyst 1/2/2019


Teresa Summers, Director of Purchasing 12/5/2018


Gregory V. Priamos, Director County Counsel 12/17/2018

Attachment A

SCF Laundry Expansion project budget to be revised as follows:

PROJECT BUDGET LINE ITEMS	CATEGORY	APPROVED PROJECT BUDGET	REVISED PROJECT BUDGET
Architectural Design	1	305,600	439,660
Construction Management	2	0	531,772
Construction Contract	3	4,200,000	2,538,523
Construction Inspection	4	22,000	30,000
Project Management	5	97,264	80,000
Fixtures, Furnishings, Equipment	6	0	0
Other Soft Costs / Specialty Consultants	7	11,500	60,203
Project Contingency	8	363,636	218,592
Minor Construction/RCIT	9	0	1,250
Project Budget		\$5,000,000	\$3,900,000

The approximate allocation of the SCF Laundry Roof Replacement project budget:

PROJECT BUDGET LINE ITEMS	CATEGORY	PROJECT BUDGET AMOUNT
Architectural Design	1	102,060
Construction Management	2	0
Construction Contract	3	600,000
Offsite Construction	4	0
Project Management	5	10,000
Fixtures, Furnishings, Equipment	6	0
Other Soft Costs/Specialty Consultants	7	7,500
Project Contingency	8	71,956
Minor Construction	9	0
Preliminary Project Budget		\$791,516

PROFESSIONAL SERVICES AGREEMENT

For LDS Laundry Expansion Roof Replacement Project

FM08250009603

This Agreement is made and entered as of the date of the last signature on the signature page of this contract by and between DLR GROUP (herein referred to as "CONSULTANT"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY").

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

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

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES: CONSULTANT shall perform all services and other activities necessary to prepare construction documents as described in further detail in Exhibit "A" for the Project entitled: **LDS Laundry Expansion Roof Replacement Project**. CONSULTANT shall provide all services in accordance with this Agreement and as outlined and specified in Exhibit "A", consisting of four (4) page(s), attached hereto and by this reference incorporated herein.

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

2. PERIOD OF PERFORMANCE: CONSULTANT shall commence performance of services within one (1) calendar day after execution of this Agreement, and shall diligently perform the

JAN 08 2019 3.14

services to full completion of the Project as required and in accordance with the scheduled Project completion date of **June 30, 2019**, unless sooner terminated as specified in Paragraph 8, or extended as provided in Paragraph 13. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

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

3.1 COUNTY shall pay to CONSULTANT for services performed in accordance with the Scope of Services set forth in Exhibit "A". The total amount of compensation paid to CONSULTANT under this Agreement shall not exceed the maximum of **One hundred two thousand and sixty dollars and no cents** (\$102,060.00) per Exhibit A, unless a written amendment to the Agreement is executed by both parties prior to performance of additional services.

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

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

3.4 Unless otherwise stated in Exhibit "A", the basis for the monthly invoice and payment thereon shall be on a percentage completion basis to be billed monthly.

3.5 Labor Code and Prevailing Wages Rates

3.5.1 Certain Classifications of Labor under this contract are subject to prevailing wage requirements. It is anticipated that survey and/or soils testing work will or may be performed which classifications are subject to payment of prevailing wage when performed as pre-construction or construction activities on a public works project.

3.5.2 Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in full. The parties

recognize that said Chapter 1 deals, among other things with discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's compensation insurance and directly affect the method of prosecution of the work by CONSULTANT and subject it under certain conditions to penalties and forfeitures. Execution of the Agreement by the parties constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter 1, constitutes CONSULTANT'S certification that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes CONSULTANT'S certification as follows: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

3.5.3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>, and are available at the main office of COUNTY.

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

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

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

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

6. INDEMNITY AND HOLD HARMLESS

6.1 Basic Indemnity. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to County), indemnify, and hold harmless County of Riverside, its Agencies, Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and each of their respective directors, members, officers, employees, agents, representatives and volunteers ("Indemnatee(s)"), and each of them, from any and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, negligent breach of contract), recklessness, or willful misconduct on the part of CONSULTANT or its Subconsultants, or their respective employees, agents, representatives, or independent contractors.

CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractors of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this contract and arising out of work performed for County pursuant to this Agreement. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnatee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnatee to the extent not required under the provisions of Paragraph 6.2, below.

6.2 Indemnity for Design Professional Services. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to County), indemnify and hold harmless the Indemnitees, and each of them, against any and all Losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful misconduct constituting professional negligence on the part of CONSULTANT or its Subconsultants, or their respective employees, agents, representatives, or independent contractors. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnatee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnatee to the extent not required under the provisions of this section. CONSULTANT shall defend and pay, all costs and fees, including but not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings to the extent and in proportion to the percentage, such costs and fees arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT arising out of or from the performance of professional design services under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness, willful misconduct of CONSULTANT. The cost for defense shall apply whether or not CONSULTANT is a party to the lawsuit, and shall apply whether or not CONSULTANT is directly liable to the

plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.

Without affecting the rights of County under any other provision of this Agreement, CONSULTANT shall not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnatee for a Loss due to that Indemnatee's negligence, recklessness or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of CONSULTANT and Indemnatee or has been adjudged by the findings of a court of competent jurisdiction.

CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this section from each and every Subconsultant, of every Tier.

CONSULTANT's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.

The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

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

A. Workers' Compensation:

If the CONSULTANT has employees as defined by the State of California, the CONSULTANT shall maintain statutory Workers' Compensation Insurance (Coverage A)

as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

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

C. Vehicle Liability:

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

D. Professional Liability:

CONSULTANT shall maintain Professional Liability Insurance providing coverage for the CONSULTANT'S performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONSULTANT'S Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONSULTANT shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from

new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONSULTANT'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) shall contain the covenant of the insurance agent/producer that thirty (30) days written notice shall be given to the County of Riverside prior to cancellation of such insurance except ten (10) days for cancellation due to nonpayment. In the event of a material modification,

cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified copies of the policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CONSULTANT shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, review original of the policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. Upon COUNTY'S request, CONSULTANT shall make available for inspection by County Risk Manager, at a mutually agreeable location, copies of CONSULTANT'S insurance policies.***

- 4) It is understood and agreed to by the parties hereto that the CONSULTANT'S insurance shall be construed as primary insurance, and the COUNTY'S insurance/or deductible and/or self-insured retentions or self-insured program shall not be construed as contributory.
- 5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance in the scope of work; or, the term of this Agreement, including any extension thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.
- 6) CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 7) The insurance requirements contained in this Agreement may be met with a

program(s) of self-insurance acceptable to the COUNTY.

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

8. TERMINATION: COUNTY may, by written notice to CONSULTANT, terminate this Agreement in whole or in part at any time. Such termination may be for COUNTY'S convenience or because of CONSULTANT'S failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of CONSULTANT to timely perform services pursuant to the Scope of Services described in Exhibit "A" of this Agreement.

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

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

8.3 Effect of Termination For Cause. If the termination is due to the failure of CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be compensated for those services which have been completed in accordance with this Agreement and accepted by the COUNTY. In such case, the COUNTY may take over the work and prosecute the same to completion by contract or otherwise. Further, CONSULTANT shall be liable to the COUNTY for any reasonable additional costs incurred by the COUNTY to revise work for which the COUNTY has compensated CONSULTANT under this Agreement, but which the COUNTY has determined in its sole discretion needs to be revised in part or whole to complete the Project. Prior to discontinuance of services, the COUNTY may arrange for a meeting with

CONSULTANT to determine what steps, if any, CONSULTANT can take to adequately fulfill its requirements under this Agreement. In its sole discretion, County's Representative may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by the Parties, shall become binding on CONSULTANT and shall be performed as part of this Agreement. In the event of termination for cause, unless otherwise agreed to in writing by the parties, this Agreement shall terminate seven (7) days following the date the Notice of Termination was mailed to the CONSULTANT. Termination of this Agreement for cause may be considered by the COUNTY in determining whether to enter into future agreements with CONSULTANT.

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

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

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

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

11. ASSIGNMENT: This Agreement shall not be assigned by CONSULTANT, either in whole or in part, without prior written consent of COUNTY. Any assignment or purported assignment of this Agreement by CONSULTANT without the prior written consent of COUNTY will be deemed

void and of no force or effect.

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

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

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

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

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

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

16. DOCUMENTS: The COUNTY acknowledges that the CONSULTANT'S reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates and other similar documents are instruments of professional service, not products. Although ownership of such

documents normally is retained by the CONSULTANT they nonetheless shall in this instance become upon their creation the property of the COUNTY whether the Project is constructed or not. The COUNTY may use design documents and the designs depicted in them, without the CONSULTANT'S consent, in connection with the Project, or other COUNTY Projects, including, without limitation, future additions, alterations, connections, repairs, information, reference, use or occupancy of the Project(s). Any reuse of the documents by COUNTY without the written consent of the CONSULTANT shall be at COUNTY'S sole risk and without liability or legal exposure to the CONSULTANT, and COUNTY shall indemnify, defend and hold the CONSULTANT harmless from any claims or losses arising out of such use of the design documents by the COUNTY.

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

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

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

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

20. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of

any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.

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

COUNTY:

Economic Development Agency
Project Management Office
3403 10th Street, Suite 400
Riverside, CA 92501
Attn: Anna Rodriguez

CONSULTANT:

DLR Group
1650 Spruce Street, Suite 300
Riverside, CA 92507
Attn: Pam Touschner

22. AUTHORIZATION: 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 the approval of the capital project and budget authority by the Board of Supervisors in Minute Order and for the Purchase Order issued pursuant to the same.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representative to execute this Agreement.

"COUNTY"

COUNTY OF RIVERSIDE

By: 

KEVIN JEFFRIES

Chairman, Board of Supervisors

ATTEST:

Kecia Harper ~~them~~

Clerk of the Board

By: 

Deputy

(SEAL)

APPROVED AS TO FORM:

Gregory P. Priamos

County Counsel

By: 

 Cynthia M. Gunzel

Chief Deputy County Counsel

"CONSULTANT"

DLR Group

By: Pam Touschner, FAIA

Title: Senior Principal

By: 

Federal Tax I.D. No. 94-3292360

Address: 1650 Spruce Street, #300

Riverside, CA 92507

June 4th, 2018

Anna Rodriguez
County of Riverside EDA
3403 10th Street, Suite 400
Riverside, CA 92501
arodriguez@rivceda.org

EXHIBIT NO. A

 **DLR Group**
Architecture Engineering Planning Interiors

1650 Spruce Street
Suite 300
Riverside, CA 92507

o: 951/682-0470
f: 951/682-1801

Project Name: Larry D. Smith Detention Facility Laundry Facility Expansion
DLR Group Project No.: 75-15812-01
Re-Roofing Project: Architectural, Mechanical, Electrical Engineering and Structural Engineering
Documentation and Design Services

Dear Anna:

DLR Group appreciates the opportunity to submit proposal for architectural and engineering services provided on the LDS Laundry Facility project for re-roofing. The following provides an overview of the services for your consideration.

1.0 Design Services

- 1.1 Re-evaluate the existing conditions of the Laundry Facility roof. The design team will investigate existing roof top mechanical unit bracing and curbs as well as viability of roof structural support members. Several roof leaks have already been identified within the facility, and were documented during prior site visits. A complete re-roofing effort is recommended.
- 1.2 Produce working drawings for County / IOR approval to remediate the roof membrane, roof structure and all existing associated roof top equipment and connections. Execution of this scope may require a significant modification to the original calculations, plans and details and will most likely trigger an upgrade of the roof structure to satisfy current code requirements.
- 1.3 Conduct construction administration services per the contract to accommodate eight (8) additional construction meetings while remediation of the roof takes place.
- 1.4 DLR Group will utilize Holbach-Lewin as our Structural Consultant on this scope. The Structural Consultant will provide structural working drawings and calculations to justify and / or provide a remediation design for existing loads on the roof based on new code requirements, since the roof top equipment and associated platforms and curbs will have to be removed during re-roofing, and units have been identified as missing positive connections to the roof during prior site visits.

2.0 Additional Services Fees

2.1	DLR Group Architectural and MEP Design Services Fee:	\$54,800
2.2	Holbach-Lewin Structural Services Fee:	\$26,160
2.3	<u>DLR Group 10% Mark-Up Fee of Holbach-Lewin Services:</u>	<u>\$2,600</u>
2.4	Design Services Fee Total:	\$83,560

If this proposal meets with your approval, the terms of the Standard Contract shall prevail.

DLR Group

Los Angeles Chicago Colorado Springs Denver Des Moines Honolulu
Kansas City Las Vegas Lincoln Minneapolis Omaha Orlando Pasadena
Phoenix Portland Riverside Sacramento Seattle Tucson Shanghai

dlrgroup.com
facebook.com/dlrgroup
twitter.com/dlrgroup



Pamela Touschner, FAIA
Global Leader of Architecture | Senior Principal

cc: Donna Rodriguez, Accounting

October 1, 2018

Anna Rodriguez
County of Riverside EDA
3403 10th Street, Suite 400
Riverside, CA 92501

~~sarcidiana@riverside.ca.gov~~



Architecture Engineering Planning Interiors

1650 Spruce Street
Suite 300
Riverside, CA 92507

o: 951/682-0470
f: 951/682-1801

Re: Fee Proposal - Add Service #1 - Design Services - Larry D. Smith Detention
Facility Laundry Facility Expansion
County of Riverside Project No.: FMARC-0000076695
DLR Group Project No.: 75-15912-01

Dear Anna:

DLR Group appreciates the opportunity to submit proposal for architectural and engineering services provided on the LDS Laundry Facility project for re-roofing. The following provides an overview of the services and associated schedule extension and additional fees for your consideration.

1.0 Design Services

- 1.1 Add mechanical units and associated platforms, ducting, plumbing and electrical scope over the new laundry facility space. Revised mechanical room scope is included in base fee.
- 1.2 Conduct construction administration services in addition to the original contract to accommodate two (2) additional construction meetings during mechanical unit installation.
- 1.3 DLR Group will utilize Holbach-Lewin as our Structural Consultant on this scope. The Structural Consultant will analyze the additional loads of the proposed mechanical units and platforms on the existing roof structure. They will produce working drawings and calculations for County / IOR approval to justify or strengthen the existing roof structure and detail all proposed associated roof top equipment and connections.

2.0 Schedule

- 2.1 The additional work involved will extend the Schematic Design phase from 4 weeks to 6 weeks and the Construction Document phase from 4 weeks to 6 weeks.

3.0 Additional Services Fees

- 3.1 DLR Group will provide the services described under Scope of Work for an hourly fee of **Eighteen Thousand Five Hundred (\$18,500)**. The fee breakdown by discipline is as follows:

Architectural DLR Group	\$ 2,270
DLR Group MEP Design Services Fee	\$14,170
Holbach-Lewin Structural Services Fee	\$ 1,880
DLR Group 10% Mark-Up Fee of Holbach-Lewin Services	\$ 180
Design Services Fee Total	\$18,500

If you have any questions, please do not hesitate to contact Chris Bohigian or myself.

Sincerely,

DLR Group

Pam Touschner, FAIA

Riverside	Chicago	Colorado Springs	Denver	Des Moines	Honolulu
Kansas City	Las Vegas	Lincoln	Los Angeles	Minneapolis	Omaha
Pasadena	Phoenix	Portland	Sacramento	Seattle	Tucson
					Shanghai

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