

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



ITEM
3.4
(ID # 9052)

MEETING DATE:

Tuesday, April 9, 2019

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Nuview Library Replacement Project
– Ratify and Approve the First Amendment to the Professional Services Agreement for Holt Architecture, and Approval of the Notices of Completion for the Awarded Multi-Prime Contractors, District 5. [\$303,507 - Library Fund - 100%] (Clerk to Record Notices of Completion)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the First Amendment to the Professional Services Agreement between the County of Riverside (County) and Holt Architecture, (Holt) in the amount not to exceed \$166,500 from \$119,000 to \$285,500, for the Nuview Library Replacement Project and authorize the Chairman of the Board (Chairman) to execute the amendment on behalf of the County;
2. Authorize the Assistant County Executive Officer/ECD to administer the First Amendment for Holt in accordance with applicable Board policies;
3. Accept the Nuview Library Replacement Project, constructed by the awarded multi-prime contractors listed herein, as complete and authorize the Clerk of the Board to record the attached Notices of Completion; and
4. Authorize the release of the undisputed retained funds in the cumulative amount of \$137,007 to the awarded multi-prime contractors listed herein in accordance with the contract terms and applicable law.

ACTION: Policy, CIP

Robert Field, Assistant County Executive Officer/ECD

3/22/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Spiegel 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: April 9, 2019
xc: EDA, Recorder

Kecia Harper
Clerk of the Board
By:
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 303,507	\$ 0	\$ 303,507	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Library Fund – 100% (Previously approved budget)			Budget Adjustment: No	
			For Fiscal Year: 2018/19	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On October 6, 2015, Item 3-24, the Board of Supervisors (Board) approved the Nuvew Library Replacement project in-principle and the estimated project budget of \$2,000,000. On January 30, 2018, Item 3.6, the Board approved the 11 construction bid packages in the amount of \$2,811,702 and an increased project budget of \$4,522,313. During construction, a total of 12 change orders were issued in a combined deductive amount of \$71,576 (-2.55%), decreasing the overall construction contract amount to \$2,740,126.

The 11 awarded multi-prime contractors have completed the work and the Project has been inspected and found to comply with the contract requirements. This Board action will release the undisputed contract retention funds in the cumulative amount of \$137,007 to the awarded multi-prime contractors listed herein after the 11 Notices of Completion have been recorded and the 35 day lien period has expired per contract terms and applicable law.

On October 17, 2016, the County entered into a Purchase Order in the amount of \$97,500 with Holt for architectural design services. On February 16, 2017, a change order in the amount of \$21,500 for monument signage, WQMP, and enhanced engineering services increased the agreement value from \$97,500 to \$119,000. Furthermore, a value assessment was made to modify the design from modular to standard construction to provide a facility with a longer lifespan. The First Amendment will ratify and amend the Purchase Order for additional work, including design changes before bidding and design changes during construction. The total contract value will increase by \$166,500 to \$285,500, which is approximately 10.42% of the total construction value of \$2,740,126, which is within standard range for comparable architectural services.

Impact on Residents and Businesses

The Nuvew Library Replacement project will enhance the overall welfare of the community through the replacement of the existing modular library with a new facility providing a more secure location for patrons to visit and will meet current ADA standards.

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Contract History for Holt Architecture

DESCRIPTION	AMOUNT	PERCENT	DESCRIPTION
Base Agreement	119,000	0.00%	Basic services for replacement modular library, signage, enhanced engineering.
First Amendment	166,500	139.92%	Construction method and delivery change, design change.
TOTAL	\$ 285,500	139.92%	

Multi-Prime Contractors Table on Change Orders and Release of Retention

MULTI-PRIME CONTRACTORS	ORIGINAL AMOUNT	CHANGE ORDER	REVISED AMOUNT	RETENTION RELEASE
Bravo Concrete Construction Services, Inc.	227,705	0	227,705	11,385
Caston, Inc.	135,585	(8,874)	126,711	6,336
Commercial Roofing Systems, Inc.	264,444	(10,331)	254,113	12,706
Daniel's Electrical Construction Co., Inc.	393,000	33,383	426,383	21,319
Fischer, Inc.	89,500	(1,669)	87,831	4,392
Hamel Contracting, Inc.	625,008	(52,025)	572,983	28,649
Infinity Structures, Inc.	387,000	(10,000)	377,000	18,850
JPI Development Group, Inc.	282,000	25,244	307,244	15,362
SJD&B, Inc.,	227,000	(48,060)	178,940	8,947
Streamline Painting, Inc.	58,600	(280)	58,320	2,916
Westland Heating & Air Conditioning, Inc.	121,860	1,036	122,896	6,145
TOTAL	\$ 2,811,702	\$ (71,576)	\$ 2,740,126	\$ 137,007

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Additional Fiscal Information

All costs associated with this Board action were previously approved on January 30, 2018 (Item 3.6) in the amount of \$4,522,313 and are 100% funded with the Library Fund.

Attachments:

- First Amendment for Holt Architecture
- Notices of Completion for Multi-Prime Contractors:
 - Bravo Concrete Construction Services, Inc.
 - Caston, Inc.
 - Commercial Roofing Systems, Inc.
 - Daniel's Electrical Construction Co., Inc.
 - Fischer, Inc.
 - Hamel Contracting, Inc.
 - Infinity Structures, Inc.
 - JPI Development Group, Inc.
 - SJD&B, Inc.
 - Streamline Painting, Inc.
 - Westland Heating & Air Conditioning, Inc.

RF:HM:VC:SP:ES:to FM08190007119 9052 - 13971
S:\Project Management Office\FORM 11'S\FORM 11's_In Process\9052 - 13971_D5 - 007119 - Nuview Library - Multi-Prime 11
NOC's & First Amd Holt_040919.doc


Alex Gann 4/1/2019


Gregory V. Priamos, Director County Counsel 3/27/2019

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

KECIA R. HARPER, 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
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2019-0120473

04/10/2019 11:24 AM Fee: \$ 0.00

Page 1 of 2

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



459

THIS SPACE FOR RECORDERS USE ONLY

NOTICE OF COMPLETION

(California Civil Code §§ 8100-8118, 9200-9208)

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: Nuview Library Replacement Project (FM08190007119)

Date of Completion: Date Hereof 04/09/19

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: Bravo Concrete Construction Services, Inc., 681 W. La Cadena Drive,
Riverside, CA 92501

Street or legal description of site: 29990 Lakeview Ave, Nuevo, CA 92567

Dated: April 9, 2019

Owner: County of Riverside
(Name of Public Entity)

By: [Signature]
Kevin Jeffries, 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 R. Harper, Clerk

By: [Signature]
Deputy

Executed at Riverside, California on 04/09/19

[Signature]
Kevin Jeffries, Chairman, Board of Supervisors

FORM APPROVED COUNTY COUNSEL

BY [Signature] DATE

KRISTINE BELL-VALDEZ

04.09.19 3.4



**PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER**

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

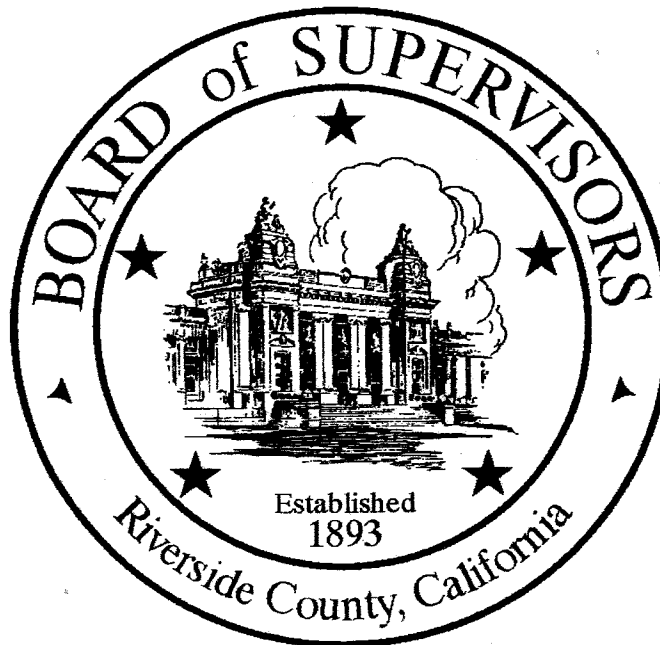
www.riversideacr.com

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 the document)



Date:

4-9-19

Signature:

Karen Barton

Print Name:

Karen Barton, Board Assistant

PLEASE COMPLETE THIS INFORMATION
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2019-0120474

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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: Caston, Inc., 354 S. Allen Street, San Bernardino, CA 92408

Street or legal description of site: 29990 Lakeview Ave, Nuevo, CA 92567

Dated: April 9, 2019

Owner: County of Riverside
(Name of Public Entity)

By: [Signature]
Kevin Jeffries, Chairman, Board of Supervisors

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE)

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ATTEST: Kecia R. Harper, Clerk

By: [Signature]
Deputy

Executed at Riverside, California on 04/09/19

[Signature]
Kevin Jeffries, Chairman, Board of Supervisors

FORM APPROVED COUNTY COUNSEL
BY [Signature] 3/4/19
KRISTINE BELL-VALDEZ DATE

04.09.19 3.4



**PETER ALDANA
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Print Name:

Karen Barton, Board Assistant

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2019-0120475

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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: Commercial Roofing Systems, Inc., 11735 Goldring Road, Arcadia, CA 91006

Street or legal description of site: 29990 Lakeview Ave, Nuevo, CA 92567

Dated: April 9, 2019

Owner: County of Riverside

(Name of Public Entity)

By:


Kevin Jeffries, Chairman, Board of Supervisors

STATE OF CALIFORNIA)

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ATTEST: Kecia R. Harper, Clerk

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By: 
Deputy


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FORM APPROVED COUNTY COUNSEL

BY


KRISTINE BELL-VALDEZ DATE

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Print Name: Karen Barton, Board Assistant

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2019-0120476

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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: Daniel's Electrical Construction Co., Inc., 10881 Business Dr., Fontana, CA 92337

Street or legal description of site: 29990 Lakeview Ave, Nuevo, CA 92567

Dated: April 9, 2019

Owner: County of Riverside
(Name of Public Entity)

By: [Signature]
Kevin Jeffries, Chairman, Board of Supervisors

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FORM APPROVED COUNTY COUNSEL

BY [Signature] DATE 04/09/19
KRISTINE BELL-VALDEZ

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Print Name: Karen Barton, Board Assistant

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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: Fischer, Inc., 1372 W. 26th Street, San Bernardino, CA 92405

Street or legal description of site: 29990 Lakeview Ave, Nuevo, CA 92567

Dated: April 9, 2019

Owner: County of Riverside

(Name of Public Entity)

By:

Kevin Jeffries, Chairman, Board of Supervisors

STATE OF CALIFORNIA)

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Deputy

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FORM APPROVED COUNTY COUNSEL

BY

KRISTINE BELL-VALDEZ

DATE

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Signature: *Karen Barton*

Print Name: Karen Barton, Board Assistant

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2019-0120478

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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: Hamel Contracting, Inc., 26431 Jefferson Avenue, Suite A, Murrieta, CA 92562

Street or legal description of site: 29990 Lakeview Ave, Nuevo, CA 92567

Dated: April 9, 2019

Owner: County of Riverside
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By: [Signature]
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Deputy

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[Signature]
Kevin Jeffries, Chairman, Board of Supervisors

FORM APPROVED COUNTY COUNSEL

BY

[Signature]
KRISTINE BELL-VALDEZ

DATE

04.09.19 3.4

Updated 5/2016



**PETER ALDANA
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Print Name:

Karen Barton, Board Assistant

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Address of owner: Clerk of the Board of Supervisors, County Administrative Center,
4080 Lemon St., Riverside, CA 92501

Name/address of direct contractor: Infinity Structures, Inc., 20200 Gaston Road, Perris, CA 92570

Street or legal description of site: 29990 Lakeview Ave, Nuevo, CA 92567

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By: 
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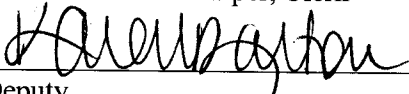
STATE OF CALIFORNIA)

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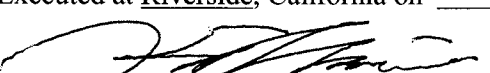
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ATTEST: Kecia R. Harper, Clerk

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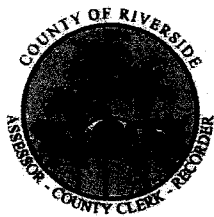
Executed at Riverside, California on 04/09/19


Kevin Jeffries, Chairman, Board of Supervisors

FORM APPROVED COUNTY COUNSEL

BY 
KRISTINE BELL-VALDEZ DATE

04/09/19 3.4



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

Clarification of the Seal for the Riverside County Board of Supervisors
(embossed on the document)



Date:

4-9-19

Signature:

Karen Barton

Print Name:

Karen Barton, Board Assistant

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

KECIA R. HARPER, 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

2019-0120480

04/10/2019 11:24 AM Fee: \$ 0.00

Page 1 of 2

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



459

THIS SPACE FOR RECORDERS USE ONLY

NOTICE OF COMPLETION

(California Civil Code §§ 8100-8118, 9200-9208)

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: Nuvview Library Replacement Project (FM08190007119)

Date of Completion: Date Hereof 04/09/19

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: JPI Development Group, Inc., 41205 Golden Gate Circle, Murrieta, CA 92562

Street or legal description of site: 29990 Lakeview Ave, Nuevo, CA 92567

Dated: April 9, 2019

Owner: County of Riverside
(Name of Public Entity)

By: [Signature]
Kevin Jeffries, 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 R. Harper, Clerk

By: [Signature]
Deputy

Executed at Riverside, California on 04/09/19

[Signature]
Kevin Jeffries, Chairman, Board of Supervisors

FORM APPROVED COUNTY COUNSEL
BY [Signature]
KRISTINE BELL-VALDEZ DATE

04.09.19 3.4



**PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER**

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

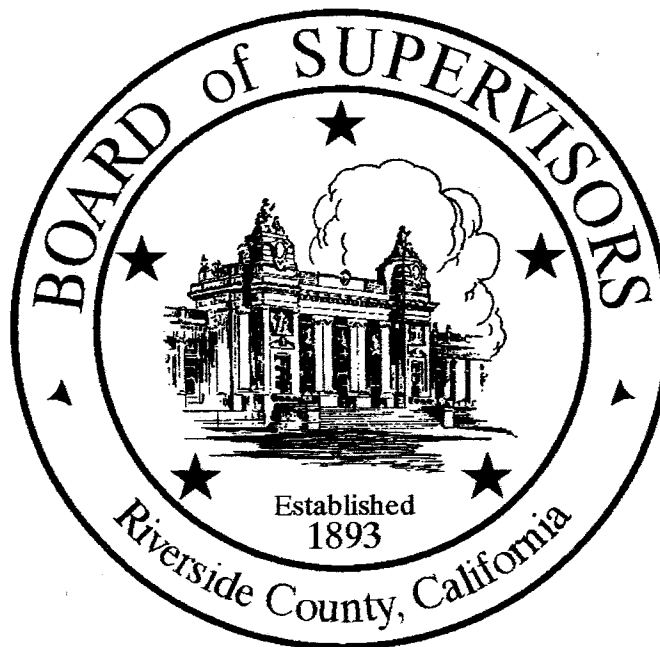
www.riversideacr.com

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(embossed on the document)



Date:

4-9-19

Signature:

Karen Barton

Print Name:

Karen Barton, Board Assistant

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

KECIA R. HARPER, CLERK OF THE BOARD
4080 LEMON STREET, 1ST FLOOR CAC
P O BOX 1147 – RIVERSIDE, CA 92502

MAIL STOP # 1010

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RIVERSIDE COUNTY CLERK OF THE BOARD
P. O. BOX 1147 – RIVERSIDE, CA 92502

2019-0120481

04/10/2019 11:24 AM Fee: \$ 0.00

Page 1 of 2

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Peter Aldana
Assessor-County Clerk-Recorder



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Date of Completion: Date Hereof 04/09/19

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: SJD&B, Inc., 10970 Arrow Route, Rancho Cucamonga, CA 91730

Street or legal description of site: 29990 Lakeview Ave, Nuevo, CA 92567

Dated: April 9, 2019

Owner: County of Riverside
(Name of Public Entity)

By: [Signature]
Kevin Jeffries, 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 R. Harper, Clerk

By: [Signature]
Deputy

Executed at Riverside, California on 04/09/19

[Signature]
Kevin Jeffries, Chairman, Board of Supervisors

FORM APPROVED COUNTY COUNSEL

BY [Signature] DATE
KRISTINE BELL-VALDEZ

04.09.19 3.4



**PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER**

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

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Date:

4-9-19

Signature:

Karen Barton

Print Name:

Karen Barton, Board Assistant

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4080 LEMON STREET, 1ST FLOOR CAC
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P. O. BOX 1147 – RIVERSIDE, CA 92502

2019-0120482

04/10/2019 11:24 AM Fee: \$ 0.00

Page 1 of 2

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Project title or description of work: Nuvview Library Replacement Project (FM08190007119)

Date of Completion: Date Hereof 04/09/19

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: Streamline Painting, Inc., 9726 Sunnybrook Drive, Moreno Valley, CA 92557

Street or legal description of site: 29990 Lakeview Ave, Nuevo, CA 92567

Dated: April 9, 2019

Owner: County of Riverside
(Name of Public Entity)

By: 
Kevin Jeffries, Chairman, Board of Supervisors

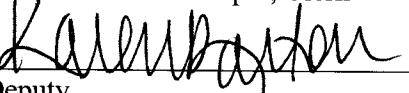
STATE OF CALIFORNIA)

ss

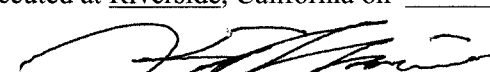
COUNTY OF RIVERSIDE)

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 R. Harper, Clerk

By: 
Deputy

Executed at Riverside, California on 04/09/19


Kevin Jeffries, Chairman, Board of Supervisors

FORM APPROVED COUNTY COUNCIL
BY  3/4/19
KRISTINE BELL-VALDEZ DATE

04.09.19 3.4



**PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER**

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

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

Clarification of the Seal for the Riverside County Board of Supervisors
(embossed on the document)



Date: 4-9-19

Signature: *Karen Barton*

Print Name: Karen Barton, Board Assistant

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

KECIA R. HARPER, 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

2019-0121388

04/10/2019 03:32 PM Fee: \$ 0.00

Page 1 of 2

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



THIS SPACE FOR RECORDERS USE ONLY

110

NOTICE OF COMPLETION

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Project title or description of work: Nuvview Library Replacement Project (FM08190007119)

Date of Completion: Date Hereof 04/09/19

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: Westland Heating and Air Conditioning, Inc.,
5820 Central Avenue, Unit 200, Riverside, CA 92504

Street or legal description of site: 29990 Lakeview Ave, Nuevo, CA 92567

Dated: April 9, 2019

Owner: County of Riverside
(Name of Public Entity)

By: 
Kevin Jeffries, Chairman, Board of Supervisors

STATE OF CALIFORNIA)

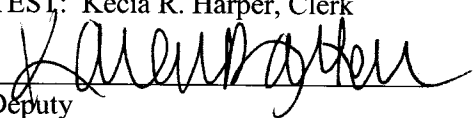
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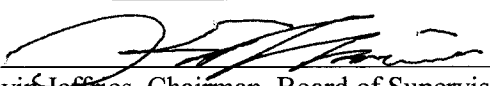
COUNTY OF RIVERSIDE)

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 R. Harper, Clerk

Executed at Riverside, California on 04/09/19

By: 
Deputy


Kevin Jeffries, Chairman, Board of Supervisors

FORM APPROVED COUNTY COUNSEL

BY  04/11/19
KRISTINE BELL-VALDEZ DATE

04.09.19 3.4



**PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER**

Recorder
P.O. Box 751
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(951) 486-7000

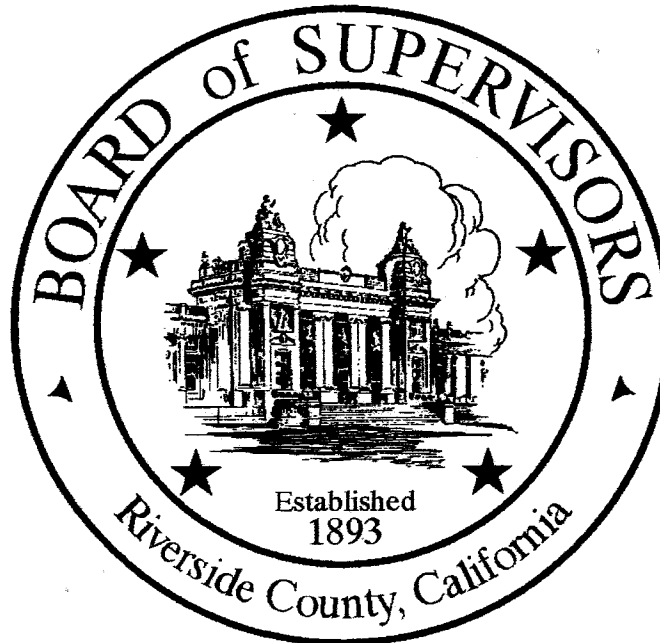
www.riversideacr.com

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Clarification of the Seal for the Riverside County Board of Supervisors
(embossed on the document)



Date:

4-9-19

Signature:

Karen Barton

Print Name:

Karen Barton, Board Assistant

1 **FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**
2 **BY AND BETWEEN THE COUNTY OF RIVERSIDE AND**
3 **HOLT ARCHITECTS, INC., A CALIFORNIA CORPORATION, DOING BUSINESS AS HOLT**
4 **ARCHITECTURE FOR**
5 **NUVIEW LIBRARY REPLACEMENT PROJECT**

6 **THIS FIRST AMENDMENT** is entered into by and between the COUNTY OF RIVERSIDE,
7 ("COUNTY"), and HOLT ARCHITECTS, INC., A CALIFORNIA CORPORATION, DOING BUSINESS
8 AS HOLT ARCHITECTURE (herein referred to as "CONSULTANT"), regarding the Agreement for
9 Professional Services first entered into on October 17, 2016.

10 **WHEREAS**, on October 17, 2016, the COUNTY entered into the Agreement with CONSULTANT
11 for Ninety-Seven Thousand, Five Hundred Dollars (\$97,500) (Exhibit "A"), Purchase Order FMARC-
12 0000061387 for design of the Nuvview Library Replacement Project; and

13 **WHEREAS**, on February 16, 2017, the COUNTY amended Purchase Order FMARC-0000061387
14 for additional architectural, structural, civil and signage services required to complete the design in the
15 amount of Twenty-One Thousand, Five Hundred Dollars (\$21,500.00), for a revised total contract in the
16 amount of One Hundred Nineteen Thousand Dollars (\$119,000) (Exhibit "B"); and

17 **WHEREAS**, the COUNTY altered the design from a replacement modular to a conventional
18 building, changed the construction delivery method to Construction Management Multi-Prime (CMMP)
19 and modified the construction plans during construction requiring additional construction administration
20 services for a fee in the amount of One Hundred Sixty-Six Thousand, Five Hundred Dollars (\$166,500) for
21 a total revised project budget of Two Hundred Eighty-Five Thousand, Five Hundred Dollars (\$285,500)
22 (Exhibit "C").

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

26 I. Section 1. SCOPE OF SERVICES is hereby amended to add the following sentence at the end of
27 the first paragraph:

28 Consultant shall provide additional Construction Management and design services in order to full
design the changes and alterations required by the County for the Nuvview Library Replacement Project.

1 II. Section 3. COMPENSATION is hereby amended to read as follows:

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

4 3.1 COUNTY shall pay to CONSULTANT for services performed in accordance with the
5 Scope of Services set forth in the Original Agreement (Exhibit "A"), Additional Services Proposal
6 Number 1 (Exhibit "B") and the services identified within this First Amendment (Exhibit "C"). The
7 total amount of compensation paid to CONSULTANT under this First Amendment shall not exceed
8 the maximum of Two Hundred Eighty-Five Thousand, Five Hundred Dollars (\$285,500), unless a
9 written amendment is executed by both parties prior to performance of additional services.

10 [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"

5 COUNTY OF RIVERSIDE

6
7 By: 

8 Chairman KEVIN JEFFRIES

9 Board of Supervisors

CONSULTANT:

Holt Architecture (a California Corporation)

By: 

Thomas Howell, Senior Principal

Address: 70225 Highway 111, Suite D
Rancho Mirage, CA 92270

10
11 ATTEST:

12 KECIA R. HARPER

13 Clerk of the Board

14 By: 

15 Deputy

16
17 (SEAL)

18
19
20
21 APPROVED AS TO FORM:

22 GREGORY P. PRIAMOS

23 County Counsel

24 By: 

25 Kristine Bell Valdez
26 Deputy County Counsel
27
28

EXHIBIT "A"



COUNTY OF RIVERSIDE

Purchasing and Fleet Services Department
2980 Washington St
Riverside, CA 92504
Phone: (951) 955-4937
Fax: (951) 955-3730

Page: 1 of 2

PURCHASE ORDER

Vendor Instructions

1. Packaging Slip showing P.O. number and contents must accompany each shipment.
2. No charge for packaging or drayage will be allowed except when specified in order.
3. No partial billings except when specified in the order.
4. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS OF THIS ORDER. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY THE SELLER ARE REJECTED UNLESS EXPRESSLY ASSENTED TO IN WRITING BY THE BUYER.

5. MAIL INVOICE TO THE ADDRESS SHOWN BELOW. SHOW PURCHASE ORDER NUMBER AND ORDERING DEPARTMENT.
6. Out of state vendors MUST show CA Board of Equalization Permit Number. Otherwise, sales tax will be deducted.
7. IMPORTANT: Seller shall provide material safety data sheets for each product containing hazardous substances as listed by CA Dir. Ind. Rel. in CA Adm. Code, Title 8, Section 5194 and labor codes
8. If work is to be carried out on county property, vendor shall call purchasing and ascertain amounts and types of insurance required and provide proof of insurance before beginning work

FACILITIES MANAGEMENT

Facilities Management
Facilities Management Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

Dispatch Via Email		
Purchase Order	Date	Revision
FMARC-0000061387	2015-09-21	
Payment Terms	Freight Terms	Ship Via
Net 30	FOB Destination, Freight Paid	BEST WAY
Buyer	Phone	Currency
Joe Angelone		USD

Vendor: 0000006466
Holt Architects
70-225 Highway 111 Suite D
Rancho Mirage CA 92270
United States

Ship To: 5201-90413
Executive Office
Nuview Library Nuevo
29990 Lakeview Ave
Nuevo CA 92567
United States

Attention: Not Specified

Bill To: Facilities Management
Facilities Management Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

Tax Exempt? N		Tax Exempt ID:		Replenishment Option: Standard			
Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	ARCHITECT SERVICES		95000.00	HR	1.00	95000.00	09/21/2015
Schedule Total						95000.00	
Item Total 90607						95000.00	
2 - 1	REIMBURSABLE EXPENSES		2500.00	HR	1.00	2500.00	09/21/2015
Schedule Total						2500.00	
Item Total 90607						2500.00	

This Purchase Order issued at the request of Economic Development Agency / Project Management Division with all necessary approvals; back-up documentation, etc. on file.

This purchase order is per Holt Architects proposal Dated J June 10, 2015, providing Architectural / Engineering Services for the Riverside County NuView Library, (not-to-exceed \$95,000), plus a reimbursable expenses (not-to-exceed \$2,500), for a total price of \$97,500. Pricing includes all labor, delivery and taxes to complete project. Per Policy H-7 and BOS approved agenda 3-19, dated November 5, 2013.

TO ENSURE PROMPT PAYMENT THE PURCHASE ORDER NUMBER SHALL BE REFERENCED ON ALL INVOICES AND DOCUMENTS.

Please refer to <http://www.purchasing.co.riverside.ca.us/> to view/print County Terms and Conditions

*116-200 General Terms

*116-210 General Conditions - Materials and/or Services

Payment Terms - For calculating due dates for payment terms, the County will use either the date that the invoice is received by the County or the date the goods/services are received, whichever is later. Terms: Net 30

Authorized Signature

[Signature] 9/21/15



COUNTY OF RIVERSIDE

Purchasing and Fleet Services Department
2980 Washington St
Riverside, CA 92504
Phone: (951) 955-4937
Fax: (951) 955-3730

Page: 2 of 2

PURCHASE ORDER

Vendor Instructions

1. Packaging Slip showing P.O. number and contents must accompany each shipment.
2. No charge for packaging or drayage will be allowed except when specified in order.
3. No partial billings except when specified in the order.
4. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS OF THIS ORDER. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY THE SELLER ARE REJECTED UNLESS EXPRESSLY ASSENTED TO IN WRITING BY THE BUYER.
5. MAIL INVOICE TO THE ADDRESS SHOWN BELOW. SHOW PURCHASE ORDER NUMBER AND ORDERING DEPARTMENT.
6. Out of state vendors MUST show CA Board of Equalization Permit Number. Otherwise, sales tax will be deducted.
7. IMPORTANT: Seller shall provide material safety data sheets for each product containing hazardous substances as listed by CA Dir. Ind. Rel. in CA Adm. Code, Title 8, Section 5194 and labor codes
8. If work is to be carried out on county property, vendor shall call purchasing and ascertain amounts and types of insurance required and provide proof of insurance before beginning work

FACILITIES MANAGEMENT

Facilities Management
Facilities Management Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

Dispatch Via Email		
Purchase Order FMARC-0000061387	Date 2015-09-21	Revision
Payment Terms Net 30	Freight Terms FOB Destination, Freight Paid	Ship Via BEST WAY
Buyer Joe Angelone	Phone	Currency USD

Vendor: 0000006466
Holt Architects
70-225 Highway 111 Suite
D
Rancho Mirage CA 92270
United States

Ship To: 5201-90413
Executive Office
Nuvew Library Nuevo
29990 Lakeview Ave
Nuevo CA 92567
United States

Attention: Not Specified

Bill To: Facilities Management
Facilities Management
Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

Tax Exempt? N

Tax Exempt ID:

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
----------	------------------	--------	----------	-----	----------	--------------	----------

Contact: Erik Sydow @ 951-955-8274 for questions regarding this order and /or delivery instructions.

Joseph Angelone
Procurement Contract Specialist
Voice: 951-955-7989
Email: JoeAngelone@rivcoeda.org

Total PO Amount

97500.00

Authorized Signature

Joe Angelone 9/21/15

EXHIBIT "A"

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered as of the date of the last signature on the signature page of this contract by and between HOLT ARCHITECTS (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 provide Architectural and Engineering Services as described in further detail in Exhibit "A" for the Project entitled: Nuview Library. CONSULTANT shall provide all services in accordance with this Agreement and as outlined and specified in Exhibit "A", consisting of three (3) 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.

1 2. PERIOD OF PERFORMANCE: CONSULTANT shall commence performance
2 of services within one (1) calendar day after execution of this Agreement, and shall diligently
3 perform the services to full completion of the Project as required and in accordance with the
4 scheduled Project completion date of **September 30, 2017**, unless sooner terminated as specified
5 in Paragraph 8, or extended as provided in Paragraph 13. All applicable indemnification
6 provisions in this Agreement shall remain in effect following the termination of this Agreement.

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

9 3.1 COUNTY shall pay to CONSULTANT for services performed in
10 accordance with the Scope of Services set forth in Exhibit "A". The total amount
11 of compensation paid to CONSULTANT under this Agreement shall not exceed
12 the maximum of **Ninety-Seven Thousand, Five Hundred Dollars (\$97,500)**,
13 unless a written amendment to this agreement is executed by both parties prior to
14 performance of additional services.

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

16 3.3 Said compensation shall be paid in accordance with an invoice submitted
17 to COUNTY by CONSULTANT within fifteen (15) days from the last day of each
18 calendar month, and COUNTY shall pay the invoice within thirty (30) working days
19 from the date of receipt of the invoice.

20 3.4 Unless otherwise stated in Exhibit "A", the basis for the monthly invoice
21 and payment thereon shall be on an hourly basis to be billed monthly.

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

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

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

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

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

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

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

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

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

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

25 7. INSURANCE: Without limiting or diminishing the CONSULTANT'S obligation
26 to indemnify or hold the COUNTY harmless, CONSULTANT shall procure and maintain or
27 cause to be maintained, at its sole cost and expense, the following insurance coverage during the
28

1 term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to
2 the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their
3 respective directors, officers, Board of Supervisors, employees, elected or appointed officials,
4 agents or representatives as Additional Insureds.

5 A. Workers' Compensation:

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

12 B. Commercial General Liability:

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

22 C. Vehicle Liability:

23 If vehicles or mobile equipment are used in the performance of the obligations
24 under this Agreement, then CONSULTANT shall maintain liability insurance for
25 all owned, non-owned or hired vehicles so used in an amount not less than
26 \$1,000,000 per occurrence combined single limit. If such insurance contains a
27 general aggregate limit, it shall apply separately to this agreement or be no less
28

1 than two (2) times the occurrence limit. Policy shall name the COUNTY as
2 Additional Insureds.

3 **D. Professional Liability:**

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

16 **E. General Insurance Provisions - All lines:**

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

23 2) The CONSULTANT must declare its insurance self-insured retention for
24 each coverage required herein. If any such self-insured retention exceed
25 \$500,000 per occurrence each such retention shall have the prior written consent
26 of the County Risk Manager before the commencement of operations under this
27 Agreement. Upon notification of self-insured retention unacceptable to the
28

1 COUNTY, and at the election of the County's Risk Manager, CONSULTANT'S
2 carriers shall either; 1) reduce or eliminate such self-insured retention as respects
3 this Agreement with the COUNTY, or 2) procure a bond which guarantees
4 payment of losses and related investigations, claims administration, and defense
5 costs and expenses.

6 3) CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to
7 furnish the County of Riverside with either 1) a properly executed original
8 Certificate(s) of Insurance and certified original copies of Endorsements effecting
9 coverage as required herein, and 2) if requested to do so orally or in writing by the
10 County Risk Manager, provide original Certified copies of policies including all
11 Endorsements and all attachments thereto, showing such insurance is in full force
12 and effect. Further, said Certificate(s) shall contain the covenant of the insurance
13 agent/producer that thirty (30) days written notice shall be given to the County of
14 Riverside prior to cancellation of such insurance except ten (10) days for
15 cancellation due to nonpayment. In the event of a material modification,
16 cancellation, expiration, or reduction in coverage, this Agreement shall terminate
17 forthwith, unless the County of Riverside receives, prior to such effective date,
18 another properly executed original Certificate of Insurance and original copies of
19 endorsements or certified copies of the policies, including all endorsements and
20 attachments thereto evidencing coverage's set forth herein and the insurance
21 required herein is in full force and effect. ***CONSULTANT shall not commence***
22 ***operations until the COUNTY has been furnished original Certificate (s) of***
23 ***Insurance and certified original copies of endorsements and if requested,***
24 ***review original of the policies of insurance including all endorsements and any***
25 ***and all other attachments as required in this Section. An individual authorized***
26 ***by the insurance carrier to do so on its behalf shall sign the original***
27 ***endorsements for each policy and the Certificate of Insurance. Upon***
28

1 *COUNTY'S request, CONSULTANT shall make available for inspection by*
2 *County Risk Manager, at a mutually agreeable location, copies of*
3 *CONSULTANT'S insurance policies.*

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

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

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

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

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

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

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

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

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

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

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

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

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

27 11. ASSIGNMENT: This Agreement shall not be assigned by CONSULTANT,
28

1 either in whole or in part, without prior written consent of COUNTY. Any assignment or
2 purported assignment of this Agreement by CONSULTANT without the prior written consent of
3 COUNTY will be deemed void and of no force or effect.

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

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

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

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

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

26 15. CONFIDENTIALITY: CONSULTANT shall maintain the confidentiality of any
27 and all records and information accessed or processed under this Agreement. CONSULTANT
28

1 shall not disclose, except as permitted by this Agreement or as authorized by the COUNTY, any
2 oral or written communication, information, or effort of cooperation between COUNTY and
3 CONSULTANT, or between COUNTY and CONSULTANT and any other party.

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

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

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

25 18. WAIVER: Any waiver by COUNTY of any breach of any one or more of the
26 terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach
27 of the same or of any other term thereof. Failure on the part of the COUNTY to require exact,
28

1 full and complete compliance with any terms of this Agreement shall not be construed as in any
2 manner changing the terms hereof, or stopping COUNTY from enforcement hereof.

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

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

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

14
15 COUNTY:

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

CONSULTANT:

HOLT ARCHITECTS
70-225 Hwy 111, Ste. D
Rancho Mirage, CA 92270
Attn: Timothy Holt

21
22 IN WITNESS WHEREOF, the party hereto for the COUNTY has caused their duly authorized
23 representative to approve the contents of this Agreement as representative of the COUNTY'S
24 requirements for this project. The execution of this Agreement by the COUNTY shall be
25 through the authority given in the approval of the capital project and budget authority by the
26 Board of Supervisors in Minute Order 3-24 of October 6, 2015 and for the Purchase Order issued
27 pursuant to the same.
28

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

3 CONSULTANT:
4 HOLT ARCHITECTS

5 By: Timothy Holt

6 Title: President

7 DATED: March 7, 2016

8 By: Timothy M. Holt
Federal Tax I.D. No. 33-0797112

9 COUNTY OF RIVERSIDE

10 RECOMMENDED FOR APPROVAL

11 DATED: 10-13-16

12 By: [Signature]

13 Sergio Pena, Deputy Director

14 EDA Project Management Office

15 COUNTY OF RIVERSIDE

16 DATED: 10-17-16

17 By: [Signature]

18 Joe Angelone, Procurement Contract Specialist

19 EDA Purchasing

20 Purchase Order No. FMANC-61387

21 APPROVED AS TO FORM:

22 Gregory P. Priamos

23 County Counsel

24 DATED: 3/4/14

25 By: Marsha L. Victor

26 Marsha L. Victor

27 Principal Deputy County Counsel



Exhibit "A"

June 10, 2015

Timothy Miller
County of Riverside E.D.A.
3403 Tenth Street, Suite 300
Riverside, CA 92501

RE: NUVIEW LIBRARY

Dear Timothy:

Holt Architects, Inc. is pleased to provide you with this proposal for Architectural/Engineering Services for the NuView Library of approximately 4,000 sf to replace the existing modular building at 29990 Lakeview Ave., Nuevo, California

SCOPE OF SERVICES:

Our Scope will include the customary Architectural Service phases of:

- Schematic Design
- Design Development (preliminary plans to illustrate Design alternatives; refine to Final Preliminary Drawings)
- Construction Documents; Plans & Specifications
- Bidding Phase
- Construction Administration

We understand the Library is to be of straight forward and economical design appropriate for its rural community. It will be modeled after other similar sized library facilities that have been recently constructed throughout Riverside County.



Timothy Miller
County of Riverside E.D.A.
NuView Library
June 10, 2015 – Page 2 of 2

COMPENSATION:

Our proposed compensation is on a Fixed Fee basis, not to exceed the amounts per phase, as follows:

▪ Schematic Design	14,250.00	
▪ Design Development	19,000.00	
▪ Construction Documents	38,000.00	
▪ Bidding Phase	4,750.00	
▪ Construction Administration	19,000.00	
▪ Reimbursable Expenses	<u>2,500.00</u>	
TOTAL		\$97,500.00

We anticipate an appropriate Construction Budget of \$900,000 to \$950,000

SCHEDULE:

	<u>Duration</u>
▪ Schematic Design	3 weeks
▪ Design Development	3 weeks
▪ Construction Documents	8 weeks
▪ Bidding Phase	4 weeks
▪ Construction Administration	6 months

Reimbursable expenses are included and will accompany the monthly invoices per the attached 2015 Hourly Rate & Expense Schedule. If the Scope of Work (in terms of affected building area or site area) increases by more than 10%, the Architect's compensation shall be adjusted accordingly.

We appreciate the opportunity to be of service to you. Please contact me with any questions regarding this proposal.

Very truly yours,

HOLT ARCHITECTS, INC.

Timothy M. Holt, A.I.A.
President

Attachments
TMH/kmd



2015 HOURLY RATE AND EXPENSE SCHEDULE

HOLT ARCHITECTURE STAFF

Senior Principal	\$190.00
Principal Architect	\$168.00
Project Architect	\$145.00
Project Manager	\$130.00
Designer	\$90.00
CAD Technician	\$80.00
Word Processor	\$60.00
Office Technician/Courier	\$50.00

CONSULTANTS

Services of outside Consultants for additional services beyond the Basic Services of the Agreement such as Structural Engineer, Mechanical Engineer, Electrical Engineer, Civil Engineer, Soils and Testing Laboratories and Landscape Architect: Cost + 10%

REIMBURSABLE EXPENSES

Photocopies	\$0.20 - \$2.00 Each
In-House Reproduction	\$4.00 - \$12.00 Each
Computer Plotter	\$4.00 - \$21.00 Each
Vehicle Mileage	\$0.80 Mile
Postage, Reproduction, Special Photography, Printing, etc. performed by Subcontractor, Aerial Photogrammetry, Delivery Service	Cost + 10%

*Rates Effective through 12/31/2015



COUNTY OF RIVERSIDE

Purchasing and Fleet Services Department
2980 Washington St
Riverside, CA 92504
Phone: (951) 955-4937
Fax: (951) 955-3730

PURCHASE ORDER

Vendor Instructions

1. Packaging Slip showing P.O. number and contents must accompany each shipment.
2. No charge for packaging or drayage will be allowed except when specified in order.
3. No partial billings except when specified in the order.
4. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS OF THIS ORDER. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY THE SELLER ARE REJECTED UNLESS EXPRESSLY ASSENTED TO IN WRITING BY THE BUYER.
5. MAIL INVOICE TO THE ADDRESS SHOWN BELOW. SHOW PURCHASE ORDER NUMBER AND ORDERING DEPARTMENT.
6. Out of state vendors MUST show CA Board of Equalization Permit Number. Otherwise, sales tax will be deducted.
7. IMPORTANT: Seller shall provide material safety data sheets for each product containing hazardous substances as listed by CA Dir. Ind. Rel. in CA Adm. Code, Title 8, Section 5194 and labor codes
8. If work is to be carried out on county property, vendor shall call purchasing and ascertain amounts and types of insurance required and provide proof of insurance before beginning work

FACILITIES MANAGEMENT

Facilities Management
Facilities Management Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

CHANGE ORDER		Dispatch Via Email
Purchase Order	Date	Revision
FMARC-0000061387	2015-09-21	1 - 2017-02-16
Payment Terms	Freight Terms	Ship Via
Net 30	FOB Destination, Freight Paid	BEST WAY
Buyer	Phone	Currency
Joe Angelone		USD

Vendor: 0000006466

Holt Architects
70-225 Highway 111 Suite
D
Rancho Mirage CA 92270
United States

Ship To: 5201-90413
Executive Office
Nuvew Library Nuevo
29990 Lakeview Ave
Nuevo CA 92567
United States

Attention: Not Specified

Bill To: Facilities Management
Facilities Management
Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

Tax Exempt? N

Tax Exempt ID:

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	ARCHITECT SERVICES		95000.00	HR	1.00	95000.00	02/16/2017
Schedule Total						95000.00	
Item Total 90607						95000.00	
2 - 1	REIMBURSABLE EXPENSES		2500.00	HR	1.00	2500.00	02/16/2017
Schedule Total						2500.00	
Item Total 90607						2500.00	
3 - 1	CHANGE ORDER #1 ORIGINAL PO WAS DONE IN 2015 / FOR \$21,500 SIGNAGE PROGRAM AND ADDITIONAL A/E SERVICES DUE TO DESIGN DIRECTION.		21500.00	HR	1.00	21500.00	02/16/2017
Schedule Total						21500.00	

This Purchase Order issued at the request of Economic Development Agency / Project Management Division with all necessary approvals; back-up documentation, etc. on file.

This purchase order is per Holt Architects proposal Dated J June 10, 2015, providing Architectural / Engineering Services for the Riverside County NuView Library, (not-to-exceed \$95,000), plus a reimbursable expenses (not-to-exceed \$2,500), for a total price of \$97,500. Pricing includes all labor, delivery and taxes

Authorized Signature



COUNTY OF RIVERSIDE

Purchasing and Fleet Services Department
2980 Washington St
Riverside, CA 92504
Phone: (951) 955-4937
Fax: (951) 955-3730

Page: 2 of 2

PURCHASE ORDER

Vendor Instructions

1. Packaging Slip showing P.O. number and contents must accompany each shipment.
2. No charge for packaging or drayage will be allowed except when specified in order.
3. No partial billings except when specified in the order.
4. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS OF THIS ORDER. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY THE SELLER ARE REJECTED UNLESS EXPRESSLY ASSENTED TO IN WRITING BY THE BUYER.
5. MAIL INVOICE TO THE ADDRESS SHOWN BELOW. SHOW PURCHASE ORDER NUMBER AND ORDERING DEPARTMENT.
6. Out of state vendors MUST show CA Board of Equalization Permit Number. Otherwise, sales tax will be deducted.
7. IMPORTANT: Seller shall provide material safety data sheets for each product containing hazardous substances as listed by CA Dir. Ind. Rel. in CA Adm. Code, Title 8, Section 5194 and labor codes
8. If work is to be carried out on county property, vendor shall call purchasing and ascertain amounts and types of insurance required and provide proof of insurance before beginning work

FACILITIES MANAGEMENT

Facilities Management
Facilities Management Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

CHANGE ORDER		Dispatch Via Email
Purchase Order FMARC-0000061387	Date 2015-09-21	Revision 1 - 2017-02-16
Payment Terms Net 30	Freight Terms FOB Destination, Freight Paid	Ship Via BEST WAY
Buyer Joe Angelone	Phone	Currency USD

Vendor: 0000006466
Holt Architects
70-225 Highway 111 Suite
D
Rancho Mirage CA 92270
United States

Ship To: 5201-90413
Executive Office
Nuvview Library Nuevo
29990 Lakeview Ave
Nuevo CA 92567
United States

Attention: Not Specified

Bill To: Facilities Management
Facilities Management
Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

Tax Exempt? N

Tax Exempt ID:

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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to complete project. Per Policy H-7 and BOS approved agenda 3-19, dated November 5, 2013.

Change Order #1 for \$21,500 Signage Program and additional A/E Services due to design direction.

TO ENSURE PROMPT PAYMENT THE PURCHASE ORDER NUMBER SHALL BE REFERENCED ON ALL INVOICES AND DOCUMENTS.

Please refer to <http://www.purchasing.co.riverside.ca.us/> to view/print County Terms and Conditions

*116-200 General Terms

*116-210 General Conditions - Materials and/or Services

Payment Terms - For calculating due dates for payment terms, the County will use either the date that the invoice is received by the County or the date the goods/services are received, whichever is later. Terms: Net 30

Contact: Erik Sydow @ 951-955-8274 for questions regarding this order and /or delivery instructions.

Joseph Angelone
Procurement Contract Specialist
Voice: 951-955-7989
Email: JoeAngelone@rivcoeda.org

Total PO Amount

119000.00

Authorized Signature

EXHIBIT "B"



Erik Sydow
County of Riverside E.D.A.
Nuview Library
July 2, 2016

Erik Sydow
County of Riverside E.D.A.
3403 Tenth Street, Suite 300
Riverside, CA 92501

RE: Additional Services #1 – Nuview Public Library

Dear Erik:

Holt Architects, Inc. appreciates the opportunity to provide you with this proposal for Additional Architectural/Engineering Services for the Nuview Public Library. The additional services, as have been discussed previously, have arisen during the design and documentation period of the project due to a variety of factors unforeseen at the time of the original contract agreement.

ADDITIONAL SCOPE OF WORK:

The following Additional Services have been provided to the County in an effort to complete the design documentation:

- **Architectural Services**
 - As a result of lengthy project schedule delays, the chosen "Craftsman" style architecture and resulting additional project detailing, and additional hours for increased coordination efforts. Additionally, the increased project construction budget has increased more than 10% from the original contract amount resulting in some additional Architectural fee increases.
- **Structural Engineering**
 - As a result of the desired "Craftsman" style architecture, additional structural engineering, project detailing, and hours were required to complete the design documents.
- **Civil Engineering**
 - The initial intent of the project was for there to be very minimal Civil Engineering services necessary. As preliminary design progressed and conversations occurred with County officials, it became clear that additional onsite surveying, Water Quality Management Plans, and stormwater retention facilities were going to be required for the project. None of these services were anticipated at the time of the original contract per County directives.
- **Signage Design**
 - The original project scope did not include the installation of a new monument sign. A signage consultant was signed to the team to provide design documents for the new sign to be included in the bid set.



Erik Sydow
County of Riverside E.D.A.
Nuview Library
July 2, 2016

COMPENSATION:

Based upon the above Additional Services, our compensation is as follows:

▪ Structural Engineering	7,800.00	
▪ Civil Engineering	11,540.00	
▪ Signage Design	<u>2,160.00</u>	
TOTAL		\$21,500

We appreciate the opportunity to be of service to you. Please contact me with any questions regarding this proposal.

Very truly yours,
HOLT ARCHITECTS, INC.

A handwritten signature in black ink, appearing to read "Matt Acfon", written over a horizontal line.

Matt Acfon LEED® Green Associate™
Lead Designer



EXHIBIT "C"

Revision #3: September 11, 2018
Revision #2: April 12, 2018
Revision #1: March 8, 2018
Original: February 9, 2018

Erik Sydow, Project Manager
County of Riverside EDA
3403 10th Street, Suite 400
Riverside, CA 92501

RE: Nuview Public Library - Amendment #2 - Revision #3

Mr. Sydow:

Thank you for your time and consideration in the preparation of this Proposal for Additional Services due to following changes in our Scope of Work that were unforeseen at the time of our Original Agreement and not covered in our approved Amendment #1:

Item:	Description:	Amount:
1.	Change in Project Scope from Replacement of a Manufactured Modular Building to the custom Design of a conventional Building	133,000.00
2.	Change in Project Delivery and Project Re-Bid	9,500.00
3.	25% Plan Modification during Construction	24,000.00

TOTAL

166,500.00

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tom Howell', written over a horizontal line.

Tom Howell, AIA, Principal Architect
Holt Architecture