

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



ITEM: 3.29
(ID # 27206)

MEETING DATE:
Tuesday, April 15, 2025

FROM : SHERIFF-CORONER-PA

SUBJECT: SHERIFF-CORONER-PA: Approve the Professional Services Agreement with C&S Engineers, Inc. for Architectural, Engineering, Design and Permitting of 20,000 SQ FT Hangar on March Air Reserve Base (MARB) Joint Powers Authority (JPA) Property. District 1; [Total Aggregate Cost- \$595,686, up to \$59,569 in additional compensation; 100% Sheriff's Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Services Agreement with C&S Engineers, Inc. for Architectural, Engineering, Design and Permitting of 20,000 SQ FT Hangar on March Air Reserve Base (MARB) Joint Powers Authority (JPA) Property for the total aggregate cost of \$595,686 through December 31, 2027 and authorize the Chair of the Board to sign the Agreement on behalf of the County; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved to form by County Counsel to: (a) issue Purchase Orders (POs) and sign amendments including modifications of the statement of work that stay within the intent of the Agreement, and (b) sign amendments to the compensation provisions that do not exceed ten percent (10%) or \$59,569 of the total cost of the Agreement.

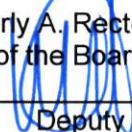
ACTION:Policy


Donald Sharp, Undersheriff 4/7/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: April 15, 2025
xc: Sheriff

Kimberly A. Rector
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	\$ 595,686	\$ 0	\$ 595,686	\$ 0
NET COUNTY COST				\$ 0
SOURCE OF FUNDS: 100% Sheriff's Budget			Budget Adjustment: No	
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BR# 25-054

BACKGROUND:

Summary

The Riverside Sheriff Office's (RSO) Aviation Unit provides operational, logistical, and emergency support services during routine, extraordinary or catastrophic incidents throughout Riverside County. The RSO's Aviation Unit currently has two locations, Thermal Airport and Hemet Ryan Airport, and there is a need for a third location. The March Air Reserve Base (MARB) Joint Powers Authority (JPA) Property has been identified as the most strategic location, as it is the closest airport to Central Riverside, the Sheriff Office's headquarters, and is vital for quick responses to critical calls.

MARB JPA Property location is at APN: 294-180-041 and just north of the Million Air Riverside Hangar, located at 17405 Heacock St., Moreno Valley, CA 92551. The proposed hangar will be 20,000 SQ FT and will serve as the main maintenance hangar for RSO's existing and future aircraft. This location is suitable for meeting the needs of the RSO Aviation's growth with staff and aircraft.

The selected vendor will develop the comprehensive design services needed for the Hangar's construction. The delivery method being used for this project is the Design-Bid-Build method. When the design is at least 90% complete, the RSO's Project Management Office (PMO), will conduct a Request for Proposal (RFP) for construction, which will be brought to the Board for approval.

During design, RSO will review the current Environmental Impact Reports (EIR) previously approved in May 2012 for the Parcel D-1, APN 294-180-041. An assessment will be done to address any potential impacts. An Addendum to the original EIR will be submitted if necessary and approved to abide by State CEQA Guidelines.

Impact on Residents and Businesses

The Architectural, Engineering Design Services for Complete Design and Permitting of 20,000 SQ FT Hangar on March Air Reserve Base (MARB) JPA Property will have no impact on the daily operations of the facility, businesses, and residents.

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

Contract History and Price Reasonableness

County Purchasing, on behalf of Sheriff's PMO, issued Request for Proposal (RFP) #SHARC-559 on August 28, 2024 seeking proposals from qualified bidders to provide Architectural, Engineering Design Services for the Complete Design and Permitting of 20,000 SQ FT Hangar on March Air Reserve Base (MARB) JPA Property. The solicitation was sent to 56 potential bidders and advertised publicly on PlanetBids.com. Eight (8) bidders attended the mandatory pre-bid meeting, and four (4) responses to the solicitation were received with total prices ranging from \$599,564 to \$1,855,783.

After careful evaluation and consideration of all aspects of the proposals, the County evaluation committee, consisting of representatives from Sheriff's PMO and San Bernardino County Sheriff's Project & Facilities Management Office, recommend the award to C&S Engineers, Inc. (C&S) as the most responsive highest overall scoring bidder.

After best and final offers were solicited from each bidder and after final negotiations, C&S lowered their cost by over \$50,000 from \$651,093 to \$595,686. RSO is requesting an additional 10% contingency. In total, including the contingency amount, RSO is requesting up to \$655,255. Costs associated with this Board action will be funded 100% with the Sheriff's Budget.

ATTACHMENT A. C&S Engineers Agreement 2025 AATF



Meghan Hahn, Director of Procurement 4/4/2025



Rebecca S. Cortez, Principal Management Analyst 4/10/2025



Aaron Gettis, Chief of Deputy County Counsel 3/31/2025

PROFESSIONAL SERVICES AGREEMENT

for

**ARCHITECTURAL, ENGINEERING, DESIGN, AND PERMITTING OF RIVERSIDE SHERIFF'S
MARCH AIR RESERVE BASE HANGAR**

between

COUNTY OF RIVERSIDE

and

C & S ENGINEERS, INC.



APR 15 2025 3.29

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This Agreement is made and entered into by and between **C & S Engineers, Inc., a New York corporation registered to do business in California**, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). COUNTY and CONTRACTOR are collectively referred to herein as the "Parties", and individually as the "Party". The Parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Work, at the prices stated in Exhibit B, Payment Provisions.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both Parties and continues in effect through **December 31, 2027**, unless terminated earlier. The COUNTY has the option to extend the term of the Agreement to coincide with the construction project completion by way of written amendment signed by both Parties.

2.2 CONTRACTOR shall commence performance upon signature of this Agreement by both Parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed **\$595,686** including all expenses. **Any costs or fees beyond those listed in Exhibit B must be approved in advance by the COUNTY in writing.** The COUNTY is not responsible for any **unauthorized** fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically

stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR 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. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. For this Agreement, send original invoices to:

Email: sheriffPMOinvoices@riversidesheriff.org

**or Mail: Riverside County Sheriff's Office
Attn: Accounts Payable
4095 Lemon Street
Riverside, CA 92501**

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (SHARC-92500-001-06/26); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears, unless otherwise stated in Exhibit B.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his or her designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, the COUNTY Purchasing Agent may authorize additional payment to the CONTRACTOR pursuant to the claim.

Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of this Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause by giving the CONTRACTOR thirty (30) days' written notice stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately **take steps to** cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt **or service** of the notice of termination, CONTRACTOR shall:

- (a) Continue with the work in good faith until the date specified in the notice of termination and then stop all work under the Agreement; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports, or other products which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 **If notice of termination includes a transition close-out period, CONTRACTOR shall:**

- (a) **Continue delivering services in all geographic areas currently served in Riverside County until notified otherwise; and**
- (b) **Assist COUNTY in the orderly transition and transfer of all collaborations and committees to the COUNTY and subsequent Contractor(s); and**
- (c) **Provide, in a timely manner, all files and information deemed necessary by the COUNTY for use in subsequent contracting activities without additional cost to the COUNTY or the new Contractor(s); and**
- (d) **Cooperate with the COUNTY during a transition close-out period to ensure orderly and seamless delivery of services.**

5.5 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.6 CONTRACTOR'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 CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.7 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (FedReg), Online Representations and Certifications Application (ORCA), and Excluded Parties List System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.8 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. **Ownership/Use of Contract Deliverables**

The CONTRACTOR agrees that all items tangible or intangible produced by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement and in performance of the services specified in Exhibit A (“Deliverables”) shall be the sole property of the COUNTY. The Deliverables exclude pre-existing CONTRACTOR intellectual property. The Deliverables may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limited to, duplication and/or distribution within the COUNTY or to third parties, **except where prohibited by law**. CONTRACTOR agrees not to release or circulate in whole or part such Deliverables without prior written authorization of the COUNTY.

7. **Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest (**i.e. benefit or advantage**), including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR’s performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY’s interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not **materially** in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. If CONTRACTOR fails to promptly remedy a material defect or to take the necessary action to ensure future performance in conformity with the terms of the Agreement, the COUNTY may terminate this Agreement for default and charge to CONTRACTOR costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the Parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the Parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees

performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all Covered Individuals, for the period prescribed by the law. "Covered Individuals" are CONTRACTOR's employees performing work under this Agreement.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months **or if CONTRACTOR otherwise performed such screening on same Covered Individuals within the past twelve (12) months.** Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for Parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The Parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the Parties. Any dispute relating to this Agreement, which is not resolved by the Parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the Parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The Parties shall equally share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to, California Penal Code section 11102.1, and any applicable provisions of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use by Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. **CONTRACTOR shall consider additional volume discounts for eligible entities who contract with CONTRACTOR under the terms and conditions of this Agreement.** It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by COUNTY, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available **in the event COUNTY is subject to an audit due to its source of funds**. CONTRACTOR shall provide to the COUNTY, **or any duly authorized Federal or State agency**, reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. 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 **when email enters the recipient's mail server as recorded by the sender's system, or** two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Email: sheriffPMOinvoices@riversidesheriff.org

**Riverside County Sheriff's
Attn: Purchasing
4095 Lemon Street
Riverside, CA 92501**

CONTRACTOR

Email: kgethers@cscos.com

**C & S Engineers, Inc.
Attn: Kenneth Gethers
2355 Northside Drive, Ste 350
San Diego, CA 92108**

19. Force Majeure

If either Party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such Party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 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 ("Indemnitee(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.

21.2 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 Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph 21.3 below.

21.3 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 Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee 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.

21.4 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 Indemnitee for a Loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of CONSULTANT and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

21.5 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.

21.6 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.

21.7 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.

21.8 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages 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 CONTRACTOR has employees as defined by the State of California, the CONTRACTOR 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 CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 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 CONTRACTOR 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: Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor'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 Contractor'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 CONTRACTOR shall purchase at its 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 CONTRACTOR 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 CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$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, CONTRACTOR'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) CONTRACTOR shall cause CONTRACTOR'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) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR'S insurance carrier(s) policy(ies) does(do) not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement.

4) 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 original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

5) It is understood and agreed to by the Parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

6) 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 of the scope of work; or, the term of this Agreement, including any extensions 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 CONTRACTOR has become inadequate.

7) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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

9) CONTRACTOR 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.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect. Except to an affiliate upon written notice by CONTRACTOR to the COUNTY.

23.2 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 of this Agreement. Failure on the part of 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 or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option, the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location. In the event 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.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both Parties.

23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this Agreement agrees to the use of electronic or digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“the Act”) Cal. Civ. Code §§ 1633.1-1633.17), for executing this Agreement. The Parties further agree that the electronic or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. The Act authorizes use of an electronic signature for transactions and contracts among parties in California, including governmental agencies. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code.

23.14 Pursuant to California Corporations Code Section 313, please provide signature of chairperson of the board, president, or any vice president, and the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer. If providing only one signature, please also provide a resolution or other proof of delegated authority that shows signer can legally bind the corporation.

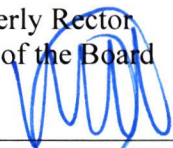
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
Chair, **V. MANUEL PEREZ**
Board of Supervisors

Dated: APR 15 2025

ATTEST:
Kimberly Rector,
Clerk of the Board


By: 
Deputy

APPROVED AS TO FORM:

County Counsel
Minh C. Tran

By: *Kristine Bell-Valdez*
Kristine Bell-Valdez,
Sup. Deputy County Counsel

C & S ENGINEERS, INC., a New York corporation

By: 
Aileen Maguire Meyer,
President, Engineers

Dated: 03/24/2025


and
By: 
John T. Camp,
President Worldwide Holdings and
Treasurer

EXHIBIT A
SCOPE OF WORK

PURPOSE/BACKGROUND

The Riverside County Sheriff's Department Project Management Office (PMO) on behalf of its Emergency Operations Bureau Sheriff's Aviation Unit is contracting for the Design-Bid-Build of a 20,000 square foot March Air Reserve Base (MARB) Hangar project. This scope of work is for the design phase of the project, which will consist of the architectural, engineering, design, permitting, and construction consulting to help conceptualize the entire project, and create the project's plans and specifications. Once the design phase is complete, the project will be put out to bid for the construction contractor to be selected.

A1.0 DESIGN NEEDS

CONTRACTOR must work cooperatively with PMO through all project phases including, but not limited to, overall Strategic Planning, Design Development [Conceptual Design (CD), Schematic Design (SD), Design Development (DD)], Contract Administration (CA), Pre and Post Construction needs, plan checks with all Authorities Having Jurisdiction (AHJ), and permitting, etc.

- 1.1 CONTRACTOR to provide design plans for a 20,000 square foot hangar with office space measuring approximately 1,100 square feet.
 - 1.1.1 The hangar would house 3 aircraft, space for parts and maintenance equipment storage, and painting and welding booths to maintain the aircraft.
 - 1.1.2 Hangar must have dual cranes to work on the aircraft, and outdoor fuel tanks.
 - 1.1.3 The hangar shall house about 30 staff, which shall include 10 offices and 20 workstations in an open area. Full wall partitions or mezzanine is an option to maximize the hangar space.
 - 1.1.4 The hangar must include a small breakroom, restrooms with lockers for men and women, and a small workout area for staff.
 - 1.1.5 Security fence with access points to securely store the aircraft without civilian access. There will be parking for 30 employees and 10 spaces for visitors and service workers.
 - 1.1.6 The 20,000 square foot hangar will be in between existing buildings and will need to be cohesive with the surrounding buildings. Refer to the March Air Reserve Base Installation Facilities Standards (IFS) as a design guideline.
- 1.2 The professional services for the design shall include the following:
 - 1.2.1 plans, specifications, permitting, and bridging documents;
 - 1.2.2 meetings and coordination with stakeholders, PMO, and the March Joint Powers Authority (MJPA) throughout the entirety of the project;
 - 1.2.3 site visits to other similar Hangars for research on design and operations;
 - 1.2.4 integration with other existing hangar and airport operations;
 - 1.2.5 Schematic Design
 - 1.2.6 Design Documents
 - 1.2.7 Permit Documents
 - 1.2.8 Estimating Development
 - 1.2.9 Programming
 - 1.2.10 Construction Administration

- 1.3 In design, include all design calculations for all disciplines, including foundation and mechanical, electrical, and plumbing (MEP).
- 1.4 Meet all environmental needs approved in the site plan.
- 1.5 CONTRACTOR shall provide three (3) conceptual design options.
 - 1.5.1 Develop professional engineering estimates for all 3 conceptual options for design and construction.
 - 1.5.2 See Section 2.1.6 below for the alternative add to incorporate existing parking to expand parking, driveway to the hangars and two access points/gates.

A2.0 DESIGN PROJECT METHODOLOGY

2.1 SITE CONDITIONS AND DESIGN CONFIRMATION

CONTRACTOR shall:

- 2.1.1 Conduct onsite field work/investigation/coordination (all items listed below to be performed and coordinated by entire design team):
- 2.1.2 C&S's Design Project Manager and necessary key design team members will attend a pre-design meeting with Riverside Sheriff's Office's (RSO) Project Management Office (PMO) or their designated agent to review the scope of services and become familiar with the project requirements and operational concerns during the Project's design and construction.
- 2.1.3 Coordinate schedule with RSO'S PMO and coordinate programs at the project site, as necessary.
- 2.1.4 Perform project management duties such as project planning, invoice preparation, and coordination of design team.
- 2.1.5 Schedule coordination – C&S shall provide initial coordination with RSO'S PMO and Contractor so that project schedules are met for each phase of work included in this contract.
- 2.1.6 Develop a communication plan for all formal and informal communication for project duration.
- 2.1.7 Perform a preliminary project site inspection to further familiarize the design team with Project areas and existing building operations.
- 2.1.8 Identify applicable permit and code requirements and enforcing Authority jurisdictions.
- 2.1.9 Coordinate with RSO'S PMO for program verification.
- 2.1.10 Begin development of appropriate design documents and prepare for schematic design phase submissions.
- 2.1.11 Attend meetings as indicated in the RFP to review project status and coordinate with RSO'S PMO and other stakeholders.
- 2.1.12 Provide written responses to all comments received.
- 2.1.13 Mechanical/Electrical/Fire Protection/Low Voltage/Fire Alarm
- 2.1.14 Perform all tasks described above in "Up Front Field Work/Investigation/Coordination".
- 2.1.15 Coordinate with RSO'S PMO for layout options on all engineering systems, including mechanical, electrical, communications, and other room requirements such as square-footage and layout (where possible at this stage).

2.1.16 Develop a list of specialty systems requested by Owner and concept their associated engineering requirements.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Schematic Design Phase is intended to further define the selections made during the programming/concept phase. Cost-effective and practical solutions identified will be incorporated in the 30% schematic drawings as a part of this phase for review by all stakeholders.

2.2.2 The specific services to be provided or furnished for this phase of the project are the following:

i. General & Architectural

- a. Perform project management duties such as project planning, invoice preparation, and internal coordination of C&S design team.
- b. Further develop three-dimensional (BIM) design models.
- c. Prepare Schematic Drawings (30%) incorporating all design aspects developed in the Programming and Concept Design phase.
- d. Perform internal quality control review on all design documents. QA/QC documents will be submitted to RSO'S PMO
- e. Develop an outline of technical specifications.
- f. 30% Design Documents shall consist of the 30% Contract Drawings and QA/QC drawings.
- g. Coordinate with RSO'S PMO and/or Contractor constructability review.
- h. Develop technical specifications outline.
- i. Attend one (1) design review meeting with RSO'S PMO and other stakeholders.
- j. Attend regular meetings to review project status and coordinate with client.
- k. Provide written responses to all comments received.

ii. Mechanical

- a. Develop load calculations for equipment sizing.
- b. Generate air ventilation calculations.
- c. Review equipment clearance requirements and coordinate spacing needed with architectural.
- d. Locate preliminary AC unit selections on plans.
- e. Review vendor equipment for ventilation and cooling requirements.

iii. Electrical & Lighting

- a. Determine electrical load requirements for the facility and voltage required for service.
- b. Determine voltage availability in the area from the electrical utility.
- c. Further develop electrical room and spaces requirements.
- d. Design major distribution equipment components (switchboards, panel boards, transformers, and other distribution equipment) within electrical spaces with adherence to the National Electrical Code minimum requirements for clearances.
- e. Determine preliminary distribution equipment sizes.
- f. Coordinate interiors lighting fixture selections with architect and/or

- interior designer. Develop initial controls requirements.
- g. Run interior photometrics calculations for reference only for life safety purposes.
- iv. Low Voltage
 - a. Provide initial data device layouts, such as data drops, wireless access points (WAP), cameras, access control, etc.
 - b. Develop preliminary communication room layouts and sizes to help facility space planning.
 - c. Coordinate communications infrastructure requirements for vendor specific systems or other specialty systems such as imaging equipment.
 - d. Develop area requirements for security and access control and basis of design operations.
- v. Fire Alarm
 - a. Research code specific requirements based on varying facility use types.
 - b. Develop conceptual fire alarm service types, specific to each area in the facility.
 - c. Determine fire alarm control panel and other fire alarm distribution requirements.
- vi. Fire Protection
 - a. Coordinate space planning for fire protection-related equipment
 - b. Coordinate fire protection water service with RSO'S PMO.

2.3 CONSTRUCTION DOCUMENTS PHASE

- 2.3.1 The services included under this phase shall generally consist of services required to furnish RSO'S PMO with a complete set of 90% construction documents for the project, including substantially complete plans and specifications for the project.
- 2.3.2 Services to be performed or furnished during this phase may include revising the design development submittal information to comply with Client and/or Owner comments and then completion of the 90% design.
- 2.3.3 Plans and specifications, suitable for bidding, will be completed; 90% design will be coordinated with RSO'S PMO. The specific services to be provided or furnished for this phase of the project are the following:
- 2.3.4 General/Architectural
 - a. Finalize three-dimensional (BIM) modeling of the facility.
 - b. Prepare 90% construction drawings and specifications incorporating all design aspects of the project and surrounding site to clearly describe the construction requirements for bidding and execution.
 - c. Incorporate 60% design review comments in drawings and specifications
 - d. Provide architectural floor plans, ceiling plans, elevations, and details describing the space, it's construction means and methods, and incorporating specialty design criteria.
 - e. Perform internal quality control review on all design documents. QA/QC documents will be submitted to RSO'S PMO.
 - f. 90% design documents shall consist of drawings and technical specifications

- g. Attend one (1) design review meeting with RSO'S PMO and stakeholders.
- h. Attend weekly or bi-weekly meetings to review project status and coordinate with Client.
- i. Provide written responses to all comments received.

2.3.5 Mechanical

- a. Finalize and coordinate electrical requirements of equipment with power design.
- b. Coordinate duct main runs with other trades in ceiling space.
- c. Detail final duct runs to air terminals.
- d. Show thermostats and other space sensing devices.
- e. Finalize schedule for minor mechanical equipment, such as exhaust fans.
- f. Develop control drawings showing EMS controls system requirements and mechanical unit operation.
- g. Coordinate control system location, access methodology, and architecture with end user.

2.3.6 Electrical

- a. Finalize coordination with other disciplines for electrical power requirements for equipment.
- b. Finalize one-line diagram, including equipment sizes and feeders, and panel schedules.
- c. Finalize interior lighting layout and fixtures with architect.
- d. Finalize exterior lighting layout and fixtures with site designer and architect.
- e. Finalize all switching and controls requirements for each required equipment branch.
- f. Finalize branch circuiting requirements and electrical fixture and device layouts.
- g. Finalize all required sources of power for required equipment branches.
- h. Finalize all photometrics for life safety purposes and code compliance, where required.

2.3.7 Low Voltage

- a. Finalize telecommunication and security layout drawings
- b. Finalize system topology diagram and details
- c. Finalize specialty systems tie-ins and details with associated vendor

2.3.8 Fire Alarm

- a. Finalize fire alarm layout drawings
- b. Finalize I/O matrix, details, and riser diagram

2.3.9 Fire Protection

- a. Finalize sprinkler layout
- b. Finalize equipment layout, sizes, and locations
- c. Finalize hydraulic calculations
- d. Provide FAC 61G15-32 specifications on plans

2.4 PERMIT DOCUMENTS PHASE

- 2.4.1 The services included under this phase fine-tune the 90% construction documents for the final development of the construction documents package for the project,

including final plans and specifications. The specific services to be provided or furnished for this phase of the project are the following:

- a. Finalize three-dimensional (BIM) design of all elements of the project.
- b. All design disciplines to develop and finalize all necessary sections, details, schedules, quantities, and technical specifications required for final development of permit package.
- c. Prepare 100% permit drawings incorporating all design aspects of the project and surrounding site, including incorporation of comments from the 90% construction documents phase.
- d. Prepare 100% technical specifications.
- e. Perform internal quality control review on all design documents. QA/QC documents will be submitted to RSO'S PMO.
- f. Submit final documents to RSO'S PMO for submission to AHJ and other necessary agencies for permitting.
- g. Provide energy calculations for record, if needed.
- h. Sign & seal all documents where required.

A3.0 REVIEW AND COMPLETE PROJECT PLAN

CONTRACTOR shall deliver a complete plan for the construction of the March Air Reserve Base Hangar Project including, but not limited to, designing, planning, budgeting, and oversight of the complete project, including any equipment replacement plans, expansion design, new and remodeled areas design and all coordination with PMO Project Manager.

A4.0 SCOPE OF WORK BASIS OF DESIGN (BOD)

CONTRACTOR shall deliver a final Scope of Work Basis of Design (BOD) to be included in solicitations for the construction project work. RSO may require multiple revisions of this design prior to acceptance of the final BOD.

A5.0 AUTHORITIES HAVING JURISDICTION (AHJ)

It will be the responsibility of the CONTRACTOR to identify and coordinate with all AHJ regarding planning, permitting, enforcement of codes/standards, etc. during the entire project.

A6.0 SCOPE OF WORK BUDGET

CONTRACTOR shall develop and deliver a comprehensive scope of work budget for the entire project using the methods used for cost control, budget monitoring, budget development, etc.

A7.0 SURVEY

CONTRACTOR shall develop and deliver a comprehensive survey of the March Air Reserve Base Joint Powers Authority Property and develop a master plan for the overall hanger expansion considering the future growth potential and needs, and a phased approach for construction.

A8.0 CONSTRUCTION PROGRAM PROJECT PHASES

CONTRACTOR shall develop and deliver a comprehensive multi-phased construction program plan and deliver a comprehensive project in cooperation with PMO which would include, but is not limited to, the following phases:

A8.1 Design Requirements including delivery of a best fit design based on a 20,000 SQ FT hangar to address all the primary needs.

A8.2 Schematic Design will include space allocation defined, budget guidelines determined, conceptual design established, milestones set for design and submittals, preliminary design submittal, final space allocation and equipment location approved and schematic design budget submittal.

A8.3 Design Development will include delivery of floorplan with equipment locations and reference numbers, equipment schedule, with electrical, mechanical, and plumbing requirements, electrical location requirements with dimensions and heights, plumbing location requirements with dimensions and heights, final space allocation and equipment location approved, budget submittal and building work plan. (50% and 100% design submittal.)

A8.4 Construction Documents will include delivery of budget submittal, building, specification and detail book, equipment curb and depression plans, all engineering and details, make-up air engineering and details, equipment, wall, interior and exterior elevations, dimension and usage plan, finish schedule, seismic details (structural calculations included), preparation of submittal document, and address backcheck document and specification comments. (50% and 100% design submittal.)

A8.5 Permitting Documents for Plan Check Submittal for Any Agency Having Jurisdiction including, but not limited to, Health Department and Board of State and Community Corrections (BSCC) will include delivery of checklist for items to be submitted, coordinate project submittal (including Health Department submittal during backcheck), respond to questions and update documents accordingly.

A8.6 Bid/Negotiation Review and Recommendations will include assessment of cost estimates, bid review, and recommendations.

A8.7 Construction Administration will include participation in weekly job meetings, weekly jobsite visits, submittal review, response to Requests for Information (RFI), review of related Change Order requests, and final punch list, commissioning and close out.

A9.0 TEMPORARY FACILITIES AND UTILITIES

If needed, CONTRACTOR shall provide a design for the construction of any temporary facilities or utilities needed for the construction.

A10.0 SCHEDULE

Estimated project schedule. (Days are noted as calendar days.)

A10.1 Design Requirements: 30 Days

A10.2 Schematic Design: 45 Days

A10.3 Design Development: 45 Days

A10.4 Construction Documents: 60 Days

A10.5 Permitting Documents for Plan Check Submittal: 120 Days

A10.6 Bid Review/Negotiations/Recommendations, Construction Administration and Construction Close Out: 14 Months

A11.0 PREVAILING WAGE / DEPARTMENT OF INDUSTRIAL RELATIONS

A11.1 As a department within a general law county, PMO is subject to the applicable laws of the State. California Labor Code 1720 (et. seq.) contains the following definition:

1720 (a) As used in this chapter, “public works” means all of the following:

(1) Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by a public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this paragraph, “construction” includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including, but not limited to, inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the postconstruction phases of construction, including, but not limited to, all cleanup work at the jobsite. For purposes of this paragraph, “installation” includes, but is not limited to, the assembly and disassembly of freestanding and affixed modular office systems.

A11.2 CONTRACTOR shall comply with **all applicable provisions** of the California State Labor Code (LC) regarding prevailing wages should the work performed on a project be done as a covered trade, Department of Industrial Relations Division of Apprenticeship Standards Labor, and other requirements, including but not limited to Labor Code Sections 1720 through 1743 and 1770 through 1785.

A11.3 It will be the responsibility of the CONTRACTOR to communicate with PMO when work on a project requires prevailing wage as a covered trade (i.e.- actual labor work performed on the project in a construction/installation capacity such as a building/construction inspector, field soils, and/or materials tester classifications, etc.) and when it is not work done in accordance with the definition in LC 1720.

A11.4 CONTRACTOR must include their DIR registration number, **if applicable to the work they will be performing if awarded because of this solicitation and pursuant to LC Section 1771.1**, and information in the response box below along with an acknowledgment and understanding of the above requirements.

A12.0 BACKGROUND CHECK PROCEDURES

A12.1 CONTRACTOR understands and acknowledges that the personnel represented as assigned to a contract resulting from this solicitation must remain working on the contract/project/task unless otherwise requested or approved by PMO. Substitution or addition of key personnel in any given category or classification shall be allowed only with prior written approval of the PMO Project Manager.

A12.2 CONTRACTOR understands and acknowledges they may involve other qualified personnel as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to the PMO Project Manager written approval.

A12.3 All personnel to be engaged in performance of any work under a contract resulting from this solicitation and have unescorted/unsupervised/unrestricted access to PMO facilities and/or information network shall be subject to background checks and clearance prior to their involvement in any project.

A12.4 CONTRACTOR shall prepare and submit an information form to PMO for all persons who will be working in or who will need access to the facility and/or network at least ten (10) County working days prior to the start of work or prior to the use of any person subsequent to the start of work.

A12.5 Information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.

A12.6 All information forms will be screened and approved or denied by the Sheriff's Department.

A12.7 RSO need not give a reason why clearance is denied. If an individual is denied access, awarded Bidder must submit replacement personnel information form(s) unless and until sufficient individuals are approved for the total project.

A12.8 Reference Board of Supervisors Policy C-33 Background Check Policy, non-employees. Policy C33 can be found on the Clerk of the Boards website at the following link: <https://www.rivcocob.org/boardpolicies/policy-c/POLICY-C33.pdf>

**EXHIBIT B
PAYMENT PROVISIONS**

Not to Exceed Cost:

Item No.	SERVICE DESCRIPTION	PRINCIPLE ARCHITECT	PRINCIPLE ENGINEER	DEPT MANAGER	CHIEF ENGINEER	MANAGING ENGINEER	SR PROJECT ENGINEER	PROJECT ENGINEER	ENGINEER	STAFF ENGINEER	SENIOR DESIGNER	DESIGNER	ADMIN	TOTAL HOURS	SERVICE BY OTHERS	TOTAL EFFORT	AVERAGE HOURLY RATE
		RATE	\$281	\$219	\$281	\$284	\$285	\$243	\$188	\$171	\$143	\$170	\$116	\$121			
1	Design Requirements	3.0				15.0	15.0	10.0	8.0		32.1			83.1		\$ 17,468	\$ 210
2	Schematic Design	34.0	6.0	4.0	8.0	15.0	20.0	70.0	14.0		80.0			INCLUDED		INCLUDED	
3	Topographic Survey														\$ 15,000	\$ 15,000	
4	Geotechnical Investigation														\$ 35,000	\$ 30,000	
5	Design Development/Model Setup	30.0	6.0	4.0	8.0	15.0	20.0	70.0	14.0		80.0			247.0		\$ 51,429	\$ 208
6	Construction Documents 30%	24.0	40.0	12.0		25.0	107.0	115.0	32.0		325.0			680.0		\$ 134,344	\$ 198
7	Construction Documents 60%	24.0	40.0	24.0		25.0	125.0	80.0	28.0		300.0			646.0		\$ 130,576	\$ 202
8	Construction Documents 90%	18.0	32.0	12.0	4.0	25.0	100.0	80.0	30.0		250.0			551.0		\$ 110,669	\$ 201
9	Permitting Documents for Plan Check Submittal	8.0	4.0	4.0							90.0			106.0		\$ 19,548	\$ 184
10	Bid Negotiations/Review/Recommendations	20.0	10.0			20.0	25.0							75.0		\$ 19,585	\$ 261
11	Construction Administration	40.0	54.0			72.0	72.0		35.0					273.0		\$ 67,067	\$ 246
TOTAL =		201.0	192.0	60.0	20.0	212.0	484.0	425.0	161.0	0.0	1157.1	0.0	0.0	2661.1		\$ 595,686	\$ 207












C&S Engineers Agreement 2025

Final Audit Report


2025-03-26

Created:	2025-03-21
By:	John Farrar (JFARRAR@RIVCO.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABAAC057x-mWu_i_aTLJn5QuPgtRE60a9r

"C&S Engineers Agreement 2025" History


-  Document created by John Farrar (JFARRAR@RIVCO.ORG)
2025-03-21 - 2:41:08 PM GMT- IP address: 158.61.14.12
-  Document emailed to aamaguire@cscos.com for signature
2025-03-21 - 5:23:04 PM GMT
-  Email sent to aamaguire@cscos.com bounced and could not be delivered
2025-03-21 - 5:43:50 PM GMT
-  John Farrar (JFARRAR@RIVCO.ORG) added alternate signer amaguire@cscos.com. The original signer aamaguire@cscos.com can still sign.
2025-03-21 - 5:56:54 PM GMT- IP address: 158.61.14.12
-  Document emailed to amaguire@cscos.com for signature
2025-03-21 - 5:56:55 PM GMT
-  Email viewed by amaguire@cscos.com
2025-03-21 - 5:56:57 PM GMT- IP address: 52.44.135.122
-  Email sent to aamaguire@cscos.com bounced and could not be delivered
2025-03-21 - 6:05:41 PM GMT
-  Signer amaguire@cscos.com entered name at signing as Aileen Maguire Meyer
2025-03-24 - 6:07:45 PM GMT- IP address: 208.49.41.106
-  Document e-signed by Aileen Maguire Meyer (amaguire@cscos.com)
Signature Date: 2025-03-24 - 6:07:48 PM GMT - Time Source: server- IP address: 208.49.41.106
-  Document emailed to jcamp@cscos.com for signature
2025-03-24 - 6:07:49 PM GMT
-  Email viewed by jcamp@cscos.com
2025-03-24 - 6:07:52 PM GMT- IP address: 34.239.14.59


 Email sent to Aileen Maguire Meyer (amaguire@cscos.com) bounced and could not be delivered
2025-03-24 - 7:11:11 PM GMT

 Signer jcamp@cscos.com entered name at signing as John T. Camp
2025-03-25 - 11:34:40 AM GMT- IP address: 208.49.41.106


 Document e-signed by John T. Camp (jcamp@cscos.com)
Signature Date: 2025-03-25 - 11:34:42 AM GMT - Time Source: server- IP address: 208.49.41.106

 Document emailed to kbvaldez@rivco.org for signature
2025-03-25 - 11:34:44 AM GMT

 Email viewed by kbvaldez@rivco.org
2025-03-26 - 3:28:11 PM GMT- IP address: 104.47.65.254

 Signer kbvaldez@rivco.org entered name at signing as Kristine Bell-Valdez
2025-03-26 - 3:29:18 PM GMT- IP address: 158.61.6.4

 Document e-signed by Kristine Bell-Valdez (kbvaldez@rivco.org)
Signature Date: 2025-03-26 - 3:29:20 PM GMT - Time Source: server- IP address: 158.61.6.4

 Agreement completed.
2025-03-26 - 3:29:20 PM GMT