



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

633



FROM: Regional Park & Open-Space District

SUBMITTAL DATE:  
6/30/09

SUBJECT: Geological and Geotechnical Services for the Lake Skinner Recreation Area Improvement Project – District III

RECOMMENDED MOTION: that the Board approves and:

- 1) Authorizes the Chair of the Board to sign Amendment No. 1 to the agreement between the Riverside County Regional Park and Open-Space District (Park District) and Earth Systems Southwest, which refines the scope of services by incorporating the attached Exhibit 1; and
- 2) Directs the Clerk of the Board to return two (2) copies of the Amendment No. 1 to the Park District.

BACKGROUND: On September 29, 2008, the Park District signed an agreement with Earth Systems Southwest to provide geological and geotechnical testing services on an on-call basis for various capital improvement projects (attached Exhibit 2). The performance period for the agreement is for two years.

The Park District is about to begin construction of several improvements to the Lake Skinner Recreation Area, including a new amphitheater, water park, restroom building, and trails. As part of this construction, the Park District's consultant, Earth Systems Southwest, has made proposals to conduct geological and geotechnical testing under our existing agreement. The proposed Amendment No. 1 to the agreement, including all testing, reports, and fees, would further define the responsibilities of the consultant under the original agreement as they pertain to the improvements to the Lake Skinner Recreation Area. The office of County Counsel has reviewed and approved Amendment No. 1 as to legal form.

729-SKN Geological & Geotechnical Services

*[Signature]*  
Scott Bangle, General Manager

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost: nte	\$ 79,250	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ -0-	Budget Adjustment:	No
	Annual Net County Cost:	\$ -0-	For Fiscal Year:	09/10
<b>SOURCE OF FUNDS:</b> West Co. Parks DIF				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *[Signature]*  
Michael R. Shetler

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL  
BY: *[Signature]* LARISA R-MCKENNA DATE: 7/19/09  
Departmental Concurrence

Dept's Recomm.:  Consent  Policy  
Per Exec. Ofc.:  Consent  Policy

Prev. Agn. Ref.: | District: III | Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

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RIVERSIDE COUNTY  
REGIONAL PARK AND OPEN-SPACE DISTRICT  
AMENDMENT #01  
TO THE  
PROFESSIONAL SERVICES AGREEMENT WITH  
Earth Systems Southwest

PROFESSIONAL SERVICES AGREEMENT: PKARC - 041

CONSULTANT: Earth Systems Southwest

AGREEMENT TERM: September 23, 2008 thru  
September 22, 2010

EFFECTIVE DATE OF AMENDMENT: July 14, 2009

MAXIMUM AMOUNT: \$79,250

The agreement between the Riverside County Regional Park and Open-Space District, hereinafter referred to as DISTRICT, and Earth Systems Southwest, hereinafter referred to as CONSULTANT, is amended in the following particulars and no others:

1. The "Proposal for Geotechnical Observation and Testing, Special Inspection and laboratory Conformance Testing for the Proposed Construction of a New Amphitheater, Water Play Area, Restroom Building and Trail at the Lake Skinner Recreation Area," "Proposal for Geotechnical Observation, Testing, and Laboratory

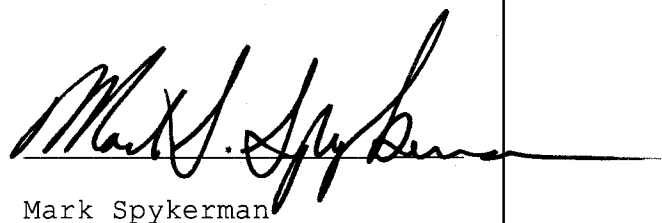
1 Conformance Testing for the Proposed Multi-Species  
2 Reserve Workshop at the Lake Skinner Recreation Area,"  
3 and the "Proposal for Asphalt Paving Observation and  
4 Conformance Testing for the Entry Way and Road  
5 Rehabilitation at the Lake Skinner Recreation Area,"  
6 all attached as Exhibit 1., are hereby incorporated into  
7 the Agreement.

8 The undersigned, as authorized representatives of the DISTRICT  
9 and CONTRACTOR, respectively, certify the establishment of this  
10 Amendment #01 to the Agreement.

11  
12 **Riverside County Regional**  
13 **Park and Open-Space District**

**Earth Systems Southwest**

14  
15 \_\_\_\_\_



16 Marion Ashley  
17 Chairman

Mark Spykerman  
Senior Vice President


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7/2/09  
\_\_\_\_\_

19 Date

Date

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FORM APPROVED COUNTY COUNSEL  
BY  7/9/09  
LARISA R-MCKENNA DATE

RIVERSIDE COUNTY REGIONAL PARK  
AND OPEN-SPACE DISTRICT  
PARK DISTRICT HEADQUARTERS  
4600 CRESTMORE ROAD  
RIVERSIDE, CALIFORNIA 92509

**PROPOSAL FOR  
ASPHALT PAVING OBSERVATION AND CONFORMANCE TESTING  
ENTRY WAY & ROAD REHABILITATION  
LAKE SKINNER RECREATION AREA  
WINCHESTER, RIVERSIDE COUNTY, CALIFORNIA**

June 4, 2009

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without the express written consent of Earth Systems Southwest.

Proposal No.: SWP-09-476



June 4, 2009

Proposal No.: SWP-09-476

Riverside County Regional Park and Open-Space District  
Park District Headquarters  
4600 Crestmore Road  
Riverside, California 92509

Attention: Ms. Claire S. Clark, AIA, LEED AP

Project: Entry Way & Road Rehabilitation  
Lake Skinner Recreation Area  
Winchester, Riverside County, California

**Subject: PROPOSAL FOR ASPHALT PAVING OBSERVATION AND  
CONFORMANCE TESTING**

### INTRODUCTION

Earth Systems Southwest (ESSW) is pleased to submit this proposal to provide observation and conformance testing for the asphalt concrete paving of the entry way and road at the Lake Skinner Recreation Area. The purpose of our services is to provide you with the requested field and laboratory test results for use in evaluating compliance of the construction with the project plans and specifications.

### PROPOSED SCOPE OF SERVICES

This proposal is for various engineering services and materials testing by Earth Systems Southwest on an "as requested" basis. Our scope of services may include:

- Attendance at a pre-job conference.
- Full to part time observation and testing of pavement subgrade areas and decomposed granite sections
- Full and part time observation and testing of asphalt concrete (AC) paving.
- Laboratory conformance testing
- Preparation of daily reports summarizing test results.
- Preparation of one final as-built report.
- Project coordination and management.

Services provided for this phase of service are outlined above. Additional services will be invoiced at negotiated rates in affect at the time the additional services are provided.

### ESTIMATED FEES

The proposed services are to be provided on a "**Time and Materials**" basis per the attached 2008 Fee Schedule and the negotiated staff rates for this area. For the purposes of this proposal, field technician services will be billed in one-hour increments for on-site time.

State of California mandated prevailing wage rules require we pay our technical staff full prevailing wage rates for travel time to and from the facility where the gauge is stored when the technician has to carry a nuclear gauge testing apparatus (used for compaction testing). In addition, you have requested that we bill our technicians for on-site time only with travel, mileage and equipment costs included in the on-site hourly rate. Based upon technician scheduling experience at Gilman Ranch, we found that the bulk of the scheduled visits were in the one to three hour on-site time range.

For billing purposes, we therefore propose multiple billing rates based on the efficiency of technician utilization as follows:

1 Hour Site Visit	\$374/hr
2 Hour Site Visit	\$231/hr
3 Hour Site Visit	\$186/hr
4 Hour Site Visit	\$164/hr
6 Hour Site Visit	\$135/hr
8 Hour Site Visit	\$123/hr

Technician rates for this project will be as specified based upon the on-site time interval requested. The more efficient the tech utilization is, the less costly the services. Other services will be billed according to the 2008 Fee Schedule or the stated professional staff rates provided in the Master Agreement. For the purposes of this commission, the Master Agreement prevails.

Estimated fees for this phase of the project are based on these assumptions.

- Attendance at one pre-job conference (2 hours)
- Contractor placement of approximately 300 to 500 tons of asphalt concrete per day ( $\approx$  5 to 10 days of asphalt concrete placement) for a total placement of 2,410 tons.
- For preliminary budgeting purposes; approximately 5 days of full time technician observation and testing during AC placement.
- Approximately 5 days of part-time technician observation and testing during AC placement.
- Approximately 4 half-day visits for testing of pavement soil subgrades and decomposed granite sections.
- Laboratory conformance testing including 2 Marshall AC laboratory maximum density curves (ASTM D 1559) and 3 soil maximum density curves (ASTM D 1557)
- Project management and submittal of one final as-built compaction report.

Based upon the above assumptions, our estimated fee to provide the described services will be approximately **\$12,950.00**. Longer time frames, slower contractor performance, and additional requested technician services will increase fees. For comparative purposes, if the pavement placement process is accomplished at 100 tons per day, thus taking approximately 24 days to

complete, and if testing and observations is requested full-time, then our estimated fee would be approximately **\$27,650.00**. Once a contractor schedule is known, we can provide a more definitive estimate of our fees.

Actual fees will be on a "Time and Expense" basis per the time required to complete the requested services. Cost savings can be achieved if the efficiency of tech utilization is accomplished and avoidance of requesting a technician for one hour of on-site time. Contractor performance and schedules have major impacts of geotechnical fees. The fee estimates include estimated costs for laboratory conformance testing of subgrade soils and asphalt concrete mixes and preparation of one compaction final report.

**Riverside County Regional Park and Open-Space District** (Client) or their designated project manager is responsible for contacting ESSW when services are required. The Client is responsible for monitoring the requests for service and recognizes that the efficiency with which our services are utilized will have a significant affect upon the costs for testing and inspection. During construction, please notify us at least 24 hours in advance of the need for our services.

Our proposal is based on the understanding that our services, as outlined in this proposal, are subject to the California Prevailing Wage Law for field technician staff. Professional staff are not subject to prevailing wage criteria. Authorized additional services not included in this proposal will be billed on a "Time and Materials" basis per the Fee Schedule in affect at the time the additional services are provided.

### **TERMS FOR SERVICE**

The Terms of our master agreement (#PKARC 041) apply to this commission.

ESSW's scope of services does not include supervision of the contractors work in any way. ESSW's presence or absence on the project in no way relieves the contractor of his responsibility to provide a completed project in compliance with the project specifications. Neither the professional activities of ESSW, nor the presence of ESSW or its employees and subcontractors, shall be construed to imply ESSW has any responsibility for methods of work performance, supervision of work, sequencing of construction, or safety in, on, or about the job site. ESSW will request, and expect the contractor's cooperation in providing suitable and safe access to the designated work areas and security while working on the site.

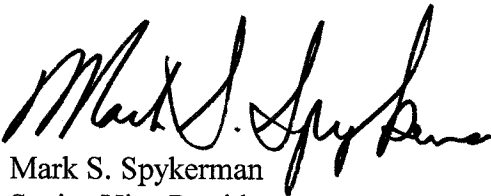
**CLOSURE**

If the proposed Scope of Services, Term, and Fee are satisfactory, please sign in the space provided below and return one copy. Based on the passing of Assembly Bill No. 2629, services may not commence until the execution of a written contract. This will constitute authorization for us to proceed with work on the project. This agreement can be terminated by either party by notification in writing. ESSW's responsibility for the project will end upon completion of the services described herein or termination of the agreement, unless authorization to perform additional work and agreement for payment thereof is provided by the client. This proposal is valid for a period of 90 days. If authorized after 90 days, ESSW reserves the right to reconsider the fees presented herein.

We look forward to assisting you on this project. Thank you for the opportunity to submit this proposal. If additional information is desired please call the undersigned at (909) 484-5455.

Respectfully submitted,  
**EARTH SYSTEMS SOUTHWEST**

AGREED TO AND ACCEPTED

  
Mark S. Spykerman  
Senior Vice President

\_\_\_\_\_  
CLIENT NAME (IN PRINT)

\_\_\_\_\_  
SIGNATURE AND TITLE

**PLEASE RETURN A SIGNED COPY TO  
EARTH SYSTEMS SOUTHWEST**

\_\_\_\_\_  
DATE

951-955-6515  
TELEPHONE NUMBER

951-955-1383  
FAX NUMBER

Proposal/mss/mr

Distribution: 2/Regional Parks District  
1/RC File  
1/BD File

RIVERSIDE COUNTY REGIONAL PARK  
AND OPEN-SPACE DISTRICT  
PARK DISTRICT HEADQUARTERS  
4600 CRESTMORE ROAD  
RIVERSIDE, CALIFORNIA 92509

**PROPOSAL FOR  
GEOTECHNICAL OBSERVATION & TESTING, SPECIAL INSPECTION  
AND LABORATORY CONFORMANCE TESTING  
PROPOSED CONSTRUCTION OF A NEW AMPHITHEATER, WATER PLAY AREA,  
RESTROOM BUILDING AND TRAIL  
LAKE SKINNER RECREATION AREA  
WINCHESTER, RIVERSIDE COUNTY, CALIFORNIA**

June 4, 2009

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Proposal No.: SWP-09-477



June 4, 2009

Proposal No.: SWP-09-477

Riverside County Regional Park and Open-Space District  
Park District Headquarters  
4600 Crestmore Road  
Riverside, California 92509

Attention: Ms. Claire S. Clark, AIA, LEED AP

Project: New Amphitheater, Water Play Area, Restroom Building, Roads and Trails  
Lake Skinner Recreation Area  
Winchester, Riverside County, California

**Subject: PROPOSAL FOR GEOTECHNICAL OBSERVATION & TESTING,  
SPECIAL INSPECTION AND LABORATORY CONFORMANCE  
TESTING**

## INTRODUCTION

Earth Systems Southwest (ESSW) is pleased to submit this proposal to provide geotechnical observation and testing, special inspection and laboratory services for the rough grading, concrete, masonry, park infrastructure and trails at the Lake Skinner Recreation Area. The purpose of our services is to provide you with the requested field and laboratory test results for use in evaluating compliance of the construction with the project plans and specifications.

## PROPOSED SCOPE OF SERVICES

This proposal is for various engineering services and materials testing by Earth Systems Southwest on an "as requested" basis. Our scope of services may include:

- Attendance at a pre-job conference.
- Full & part time observation and testing of engineered fill during rough grading of the recreation area improvements, perimeter trail, and pavement areas.
- Part-time compaction testing during placement of utility trench backfill.
- Laboratory conformance testing of fill materials (gradation analysis, expansion index, corrosion potentials and maximum density-optimum moisture).
- Review of foundation excavations.
- Special inspection and testing of concrete including field testing, sampling and concrete compression testing.
- Special inspection of masonry including mortar, grout and masonry prism tests.
- Preparation of daily reports summarizing test results.
- Preparation of progress and final compaction reports.
- Project coordination and management.

Services provided for this phase of service are outlined above. Other geotechnical services including testing during future construction phases, consultation, plan reviews, responses to agency inquiries are not included as part of the current scope of services or as part of the estimated fee provided below. Additional services will be invoiced at the negotiated rates in effect at the time the additional services are provided.

### ESTIMATED FEES

The proposed services are to be provided on a "**Time and Materials**" basis per the attached 2008 Fee Schedule and the negotiated technician rates for this area. For the purposes of this proposal, field technician services will be billed in one-hour increments for on-site time.

State of California mandated prevailing wage rules require we pay our technical staff full prevailing wage rates for travel time to and from the facility where the gauge is stored when the technician has to carry a nuclear gauge testing apparatus (used for compaction testing). In addition, you have requested that we bill our technicians for on-site time only with travel, mileage and equipment costs included in the on-site hourly rate. Based upon technician scheduling experience at Gilman Ranch, we found that the bulk of the scheduled visits were in the one to three hour on-site time range.

For billing purposes, we therefore propose multiple billing rates based on the efficiency of technician utilization as follows:

1 Hour Site Visit	\$374/hr
2 Hour Site Visit	\$231/hr
3 Hour Site Visit	\$186/hr
4 Hour Site Visit	\$164/hr
6 Hour Site Visit	\$135/hr
8 Hour Site Visit	\$123/hr

Technician rates for this project will be as specified based upon the on-site time interval requested. The more efficient the tech utilization is, the less costly the services. Other services will be billed according to the 2008 Fee Schedule or the stated professional staff rates provided in the Master Agreement. For the purposes of this commission, the Master Agreement prevails.

No construction schedule was provided to us for use in preparing this proposal. Therefore, estimated fees for this phase of the project are based on these assumptions.

- Attendance at one pre-job conference (3 hours)
- Contractor production rate during mass grading of approximately 1,000 cubic yards of engineered fill per day ( $\approx$  10 to 15 days of mass grading) for a total placement of approximately 10,000 cubic yards of fill.
- For preliminary budgeting purposes; approximately 10 days of full time technician observation and testing during mass grading.
- Approximately 7 days of part-time technician observation and testing during mass grading.
- Approximately 20 partial-day visits for testing of pavement soil subgrades and aggregate base.

- Approximately 20 partial-day visits for testing of utility trench backfill.
- Approximately 2 partial-day visits for foundation excavation reviews.
- Approximately 40 hours of special inspection for masonry and concrete.
- Approximately 4 partial-day technician trips for sampling of concrete, plus 4 trips for pickup of samples on following days.
- Laboratory conformance testing including 6 soil maximum density curves (ASTM D 1557), 2 expansion index tests, 2 R-Values, 4 gradation analysis, and 2 corrosion potential tests.
- Laboratory conformance testing of concrete, mortar and grout (estimated total of 34 compression tests on various mediums).
- Project management and submittal of two progress reports and one final as-built compaction report.

PLEASE NOTE: Time frames are estimates only. Once a contractor schedule is provided, more definitive estimates can be provided.

Based upon the above assumptions, our estimated fee to provide the described services will be approximately **\$57,800.00**. Longer time frames, slower contractor performance, and additional requested services will increase fees. Faster contractor production and efficient use of our services can significantly reduce the fees.

Actual fees will be on a "Time and Expense" basis per the time required to complete the requested services. Cost savings can be achieved if the efficiency of tech utilization is accomplished and avoidance of requesting a technician for one hour of on-site time. Contractor performance and schedules have major impacts of geotechnical fees.

**Riverside County Regional Park and Open-Space District** (Client) or their designated project manager is responsible for contacting ESSW when services are required. The Client is responsible for monitoring the requests for service and recognizes that the efficiency with which our services are utilized will have a significant affect upon the costs for testing and inspection. During construction, please notify us at least 24 hours in advance of the need for our services.

Our proposal is based on the understanding that our services, as outlined in this proposal, are subject to the California Prevailing Wage Law for field technician staff. Professional staff are not subject to prevailing wage criteria. Authorized additional services not included in this proposal will be billed on a "Time and Materials" basis per the Fee Schedule in affect at the time the additional services are provided.

### **TERMS FOR SERVICE**

The Terms of our master agreement (#PKARC 041) apply to this commission.

ESSW's scope of services does not include supervision of the contractors work in any way. ESSW's presence or absence on the project in no way relieves the contractor of his responsibility to provide a completed project in compliance with the project specifications. Neither the professional activities of ESSW, nor the presence of ESSW or its employees and subcontractors, shall be construed to imply ESSW has any responsibility for methods of work performance, supervision of work, sequencing of construction, or safety in, on, or about the job site. ESSW

will request, and expect the contractor's cooperation in providing suitable and safe access to the designated work areas and security while working on the site.

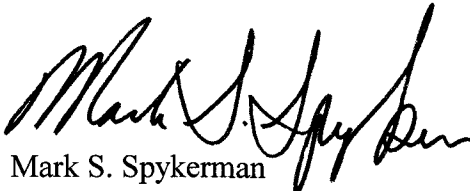
**CLOSURE**

If the proposed Scope of Services, Term, and Fee are satisfactory, please sign in the space provided below and return one copy. Based on the passing of Assembly Bill No. 2629, services may not commence until the execution of a written contract. This will constitute authorization for us to proceed with work on the project. This agreement can be terminated by either party by notification in writing. ESSW's responsibility for the project will end upon completion of the services described herein or termination of the agreement, unless authorization to perform additional work and agreement for payment thereof is provided by the client. This proposal is valid for a period of 90 days. If authorized after 90 days, ESSW reserves the right to reconsider the fees presented herein.

We look forward to assisting you on this project. Thank you for the opportunity to submit this proposal. If additional information is desired please call the undersigned at (909) 484-5455.

Respectfully submitted,  
**EARTH SYSTEMS SOUTHWEST**

**AGREED TO AND ACCEPTED**

  
Mark S. Spykerman  
Senior Vice President

\_\_\_\_\_  
CLIENT NAME (IN PRINT)

\_\_\_\_\_  
SIGNATURE AND TITLE

**PLEASE RETURN A SIGNED COPY TO** \_\_\_\_\_  
**EARTH SYSTEMS SOUTHWEST** DATE

\_\_\_\_\_  
951-955-6515  
TELEPHONE NUMBER

\_\_\_\_\_  
951-955-1383  
FAX NUMBER

Proposal/mss/mr

Distribution: 2/Regional Parks District  
1/RC File  
1/BD File

RIVERSIDE COUNTY REGIONAL PARK  
AND OPEN-SPACE DISTRICT  
PARK DISTRICT HEADQUARTERS  
4600 CRESTMORE ROAD  
RIVERSIDE, CALIFORNIA 92509

**PROPOSAL FOR  
GEOTECHNICAL OBSERVATION, TESTING  
AND LABORATORY CONFORMANCE TESTING  
PROPOSED MULTI-SPECIES RESERVE WORKSHOP  
LAKE SKINNER RECREATION AREA  
WINCHESTER, RIVERSIDE COUNTY, CALIFORNIA**

June 8, 2009

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Proposal No.: SWP-09-482



June 8, 2009

Proposal No.: SWP-09-482

Riverside County Regional Park and Open-Space District  
Park District Headquarters  
4600 Crestmore Road  
Riverside, California 92509

Attention: Mr. Steve Lech

Project: Proposed Multi-Species Reserve Workshop  
Lake Skinner Recreation Area  
Winchester, Riverside County, California

**Subject: PROPOSAL FOR GEOTECHNICAL OBSERVATION, TESTING, AND  
LABORATORY CONFORMANCE TESTING**

## INTRODUCTION

Earth Systems Southwest (ESSW) is pleased to submit this proposal to provide geotechnical observation, testing, and laboratory services during rough grading for the proposed new workshop to be constructed for the Multi-Species Reserve facility at the Lake Skinner Recreation Area. Additional sampling and testing of foundation/slab concrete is included within the proposed scope of services. The purpose of our services is to provide you with the requested field and laboratory test results for use in evaluating compliance of the construction with the project plans and specifications.

## PROPOSED SCOPE OF SERVICES

This proposal is for various engineering services and materials testing by Earth Systems Southwest on an "as requested" basis. Our scope of services may include:

- Attendance at a pre-job conference.
- Full & part time observation and testing of engineered fill during rough grading of the building pad.
- Part-time compaction testing during placement of utility trench backfill.
- Laboratory conformance testing of fill materials (expansion index, corrosion potentials and maximum density-optimum moisture).
- Review of foundation excavations prior to concrete placement.
- Testing of concrete including field testing, sampling and concrete compression testing.
- Preparation of daily reports summarizing test results.
- Preparation of progress and final compaction reports.
- Project coordination and management.

Services provided for this phase of service are outlined above. Other geotechnical services including testing during future construction phases, consultation, plan reviews, responses to agency inquires are not included as part of the current scope of services or as part of the estimated fee provided below. Additional services will be invoiced at the negotiated rates in affect at the time the additional services are provided.

### ESTIMATED FEES

The proposed services are to be provided on a "**Time and Materials**" basis per the attached 2008 Fee Schedule and the negotiated technician rates for this area. For the purposes of this proposal, field technician services will be billed in one-hour increments for on-site time.

State of California mandated prevailing wage rules require we pay our technical staff full prevailing wage rates for travel time to and from the facility where the gauge is stored when the technician has to carry a nuclear gauge testing apparatus (used for compaction testing). In addition, you have requested that we bill our technicians for on-site time only with travel, mileage and equipment costs included in the on-site hourly rate. Based upon technician scheduling experience at Gilman Ranch, we found that the bulk of the scheduled visits were in the one to three hour on-site time range.

For billing purposes, we therefore propose multiple billing rates based on the efficiency of technician utilization as follows:

1 Hour Site Visit	\$374/hr
2 Hour Site Visit	\$231/hr
3 Hour Site Visit	\$186/hr
4 Hour Site Visit	\$164/hr
6 Hour Site Visit	\$135/hr
8 Hour Site Visit	\$123/hr

Technician rates for this project will be as specified based upon the on-site time interval requested. The more efficient the tech utilization is, the less costly the services. Other services will be billed according to the 2008 Fee Schedule or the stated professional staff rates provided in the Master Agreement. For the purposes of this commission, the Master Agreement prevails.

No construction schedule was provided to us for use in preparing this proposal. Therefore, estimated fees for this phase of the project are based on these assumptions.

- Attendance at one pre-job conference (1 hour)
- Contractor performance of remedial grading of the building pad of approximately two days.
- For preliminary budgeting purposes; approximately 2 days of full time technician observation and testing during mass grading for the building pad.
- Approximately 4 partial-day visits for testing of utility trench backfill.
- Approximately 1 partial-day visit for foundation excavation review.
- Approximately 1 partial-day technician trip for sampling of concrete, plus 1 trip for pickup of samples on following days.

- Laboratory conformance testing including 1 soil maximum density curves (ASTM D 1557), 1 expansion index tests, and 1 corrosion potential test.
- Laboratory conformance testing of concrete (estimated total of 4 compression tests on concrete test cylinders).
- Project management and submittal of one infrastructure report and one final as-built compaction report.

PLEASE NOTE: Time frames are estimates only. Once a contractor schedule is provided, more definitive estimates can be provided.

Based upon the above assumptions, our estimated fee to provide the described services will be approximately **\$8,500.00**. Longer time frames, slower contractor performance, and additional requested services will increase fees. Faster contractor production and efficient use of our services can significantly reduce the fees, especially if our tech is on-site for other phases of the project.

Actual fees will be on a "Time and Expense" basis per the time required to complete the requested services. Cost savings can be achieved if the efficiency of tech utilization is accomplished and avoidance of requesting a technician for one hour of on-site time. Contractor performance and schedules have major impacts of geotechnical fees.

**Riverside County Regional Park and Open-Space District** (Client) or their designated project manager is responsible for contacting ESSW when services are required. The Client is responsible for monitoring the requests for service and recognizes that the efficiency with which our services are utilized will have a significant affect upon the costs for testing and inspection. During construction, please notify us at least 24 hours in advance of the need for our services.

Our proposal is based on the understanding that our services, as outlined in this proposal, are subject to the California Prevailing Wage Law for field technician staff. Professional staff are not subject to prevailing wage criteria. Authorized additional services not included in this proposal will be billed on a "Time and Materials" basis per the Fee Schedule in affect at the time the additional services are provided.

### **TERMS FOR SERVICE**

The Terms of our master agreement (#PKARC 041) apply to this commission.

ESSW's scope of services does not include supervision of the contractors work in any way. ESSW's presence or absence on the project in no way relieves the contractor of his responsibility to provide a completed project in compliance with the project specifications. Neither the professional activities of ESSW, nor the presence of ESSW or its employees and subcontractors, shall be construed to imply ESSW has any responsibility for methods of work performance, supervision of work, sequencing of construction, or safety in, on, or about the job site. ESSW will request, and expect the contractor's cooperation in providing suitable and safe access to the designated work areas and security while working on the site.

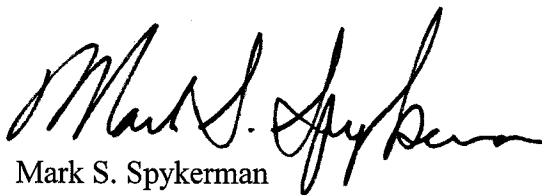
**CLOSURE**

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We look forward to assisting you on this project. Thank you for the opportunity to submit this proposal. If additional information is desired please call the undersigned at (909) 484-5455.

Respectfully submitted,  
**EARTH SYSTEMS SOUTHWEST**

AGREED TO AND ACCEPTED



Mark S. Spykerman  
Senior Vice President

\_\_\_\_\_  
CLIENT NAME (IN PRINT)

\_\_\_\_\_  
SIGNATURE AND TITLE

***PLEASE RETURN A SIGNED COPY TO*** DATE  
***EARTH SYSTEMS SOUTHWEST***

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951-955-4318  
TELEPHONE NUMBER

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951-955-1383  
FAX NUMBER

Proposal/mss/mr

Distribution: 2/Regional Parks District  
1/RC File  
1/BD File

RIVERSIDE COUNTY REGIONAL PARK  
AND OPEN-SPACE DISTRICT  
PARK DISTRICT HEADQUARTERS  
4600 CRESTMORE ROAD  
RIVERSIDE, CALIFORNIA 92509

## EXHIBIT 1

**PROPOSAL FOR  
GEOTECHNICAL OBSERVATION & TESTING, SPECIAL INSPECTION  
AND LABORATORY CONFORMANCE TESTING  
PROPOSED CONSTRUCTION OF A NEW AMPHITHEATER, WATER PLAY AREA,  
RESTROOM BUILDING AND TRAIL  
LAKE SKINNER RECREATION AREA  
WINCHESTER, RIVERSIDE COUNTY, CALIFORNIA**

June 4, 2009

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Proposal No.: SWP-09-477



June 4, 2009

Proposal No.: SWP-09-477

Riverside County Regional Park and Open-Space District  
Park District Headquarters  
4600 Crestmore Road  
Riverside, California 92509

Attention: Ms. Claire S. Clark, AIA, LEED AP

Project: New Amphitheater, Water Play Area, Restroom Building, Roads and Trails  
Lake Skinner Recreation Area  
Winchester, Riverside County, California

Subject: **PROPOSAL FOR GEOTECHNICAL OBSERVATION & TESTING,  
SPECIAL INSPECTION AND LABORATORY CONFORMANCE  
TESTING**

### INTRODUCTION

Earth Systems Southwest (ESSW) is pleased to submit this proposal to provide geotechnical observation and testing, special inspection and laboratory services for the rough grading, concrete, masonry, park infrastructure and trails at the Lake Skinner Recreation Area. The purpose of our services is to provide you with the requested field and laboratory test results for use in evaluating compliance of the construction with the project plans and specifications.

### PROPOSED SCOPE OF SERVICES

This proposal is for various engineering services and materials testing by Earth Systems Southwest on an "as requested" basis. Our scope of services may include:

- Attendance at a pre-job conference.
- Full & part time observation and testing of engineered fill during rough grading of the recreation area improvements, perimeter trail, and pavement areas.
- Part-time compaction testing during placement of utility trench backfill.
- Laboratory conformances testing of fill materials (gradation analysis, expansion index, corrosion potentials and maximum density-optimum moisture).
- Review of foundation excavations.
- Special inspection and testing of concrete including field testing, sampling and concrete compression testing.
- Special inspection of masonry including mortar, grout and masonry prism tests.
- Preparation of daily reports summarizing test results.
- Preparation of progress and final compaction reports.
- Project coordination and management.

Services provided for this phase of service are outlined above. Other geotechnical services including testing during future construction phases, consultation, plan reviews, responses to agency inquiries are not included as part of the current scope of services or as part of the estimated fee provided below. Additional services will be invoiced at the negotiated rates in affect at the time the additional services are provided.

### ESTIMATED FEES

The proposed services are to be provided on a "**Time and Materials**" basis per the attached 2008 Fee Schedule and the negotiated technician rates for this area. For the purposes of this proposal, field technician services will be billed in one-hour increments for on-site time.

State of California mandated prevailing wage rules require we pay our technical staff full prevailing wage rates for travel time to and from the facility where the gauge is stored when the technician has to carry a nuclear gauge testing apparatus (used for compaction testing). In addition, you have requested that we bill our technicians for on-site time only with travel, mileage and equipment costs included in the on-site hourly rate. Based upon technician scheduling experience at Gilman Ranch, we found that the bulk of the scheduled visits were in the one to three hour on-site time range.

For billing purposes, we therefore propose multiple billing rates based on the efficiency of technician utilization as follows:

1 Hour Site Visit	\$374/hr
2 Hour Site Visit	\$231/hr
3 Hour Site Visit	\$186/hr
4 Hour Site Visit	\$164/hr
6 Hour Site Visit	\$135/hr
8 Hour Site Visit	\$123/hr

Technician rates for this project will be as specified based upon the on-site time interval requested. The more efficient the tech utilization is, the less costly the services. Other services will be billed according to the 2008 Fee Schedule or the stated professional staff rates provided in the Master Agreement. For the purposes of this commission, the Master Agreement prevails.

No construction schedule was provided to us for use in preparing this proposal. Therefore, estimated fees for this phase of the project are based on these assumptions.

- Attendance at one pre-job conference (3 hours)
- Contractor production rate during mass grading of approximately 1,000 cubic yards of engineered fill per day ( $\approx$  10 to 15 days of mass grading) for a total placement of approximately 10,000 cubic yards of fill.
- For preliminary budgeting purposes; approximately 10 days of full time technician observation and testing during mass grading.
- Approximately 7 days of part-time technician observation and testing during mass grading.
- Approximately 20 partial-day visits for testing of pavement soil subgrades and aggregate base.

- Approximately 20 partial-day visits for testing of utility trench backfill.
- Approximately 2 partial-day visits for foundation excavation reviews.
- Approximately 40 hours of special inspection for masonry and concrete.
- Approximately 4 partial-day technician trips for sampling of concrete, plus 4 trips for pickup of samples on following days.
- Laboratory conformance testing including 6 soil maximum density curves (ASTM D 1557), 2 expansion index tests, 2 R-Values, 4 gradation analysis, and 2 corrosion potential tests.
- Laboratory conformance testing of concrete, mortar and grout (estimated total of 34 compression tests on various mediums).
- Project management and submittal of two progress reports and one final as-built compaction report.

PLEASE NOTE: Time frames are estimates only. Once a contractor schedule is provided, more definitive estimates can be provided.

Based upon the above assumptions, our estimated fee to provide the described services will be approximately **\$57,800.00**. Longer time frames, slower contractor performance, and additional requested services will increase fees. Faster contractor production and efficient use of our services can significantly reduce the fees.

Actual fees will be on a "Time and Expense" basis per the time required to complete the requested services. Cost savings can be achieved if the efficiency of tech utilization is accomplished and avoidance of requesting a technician for one hour of on-site time. Contractor performance and schedules have major impacts of geotechnical fees.

**Riverside County Regional Park and Open-Space District** (Client) or their designated project manager is responsible for contacting ESSW when services are required. The Client is responsible for monitoring the requests for service and recognizes that the efficiency with which our services are utilized will have a significant affect upon the costs for testing and inspection. During construction, please notify us at least 24 hours in advance of the need for our services.

Our proposal is based on the understanding that our services, as outlined in this proposal, are subject to the California Prevailing Wage Law for field technician staff. Professional staff are not subject to prevailing wage criteria. Authorized additional services not included in this proposal will be billed on a "Time and Materials" basis per the Fee Schedule in affect at the time the additional services are provided.

### TERMS FOR SERVICE

The Terms of our master agreement (#PKARC 041) apply to this commission.

ESSW's scope of services does not include supervision of the contractors work in any way. ESSW's presence or absence on the project in no way relieves the contractor of his responsibility to provide a completed project in compliance with the project specifications. Neither the professional activities of ESSW, nor the presence of ESSW or its employees and subcontractors, shall be construed to imply ESSW has any responsibility for methods of work performance, supervision of work, sequencing of construction, or safety in, on, or about the job site. ESSW

will request, and expect the contractor's cooperation in providing suitable and safe access to the designated work areas and security while working on the site.

**CLOSURE**

If the proposed Scope of Services, Term, and Fee are satisfactory, please sign in the space provided below and return one copy. Based on the passing of Assembly Bill No. 2629, services may not commence until the execution of a written contract. This will constitute authorization for us to proceed with work on the project. This agreement can be terminated by either party by notification in writing. ESSW's responsibility for the project will end upon completion of the services described herein or termination of the agreement, unless authorization to perform additional work and agreement for payment thereof is provided by the client. This proposal is valid for a period of 90 days. If authorized after 90 days, ESSW reserves the right to reconsider the fees presented herein.

We look forward to assisting you on this project. Thank you for the opportunity to submit this proposal. If additional information is desired please call the undersigned at (909) 484-5455.

Respectfully submitted,

**EARTH SYSTEMS SOUTHWEST**

AGREED TO AND ACCEPTED



\_\_\_\_\_  
CLIENT NAME (IN PRINT)

Mark S. Spykerman  
Senior Vice President

\_\_\_\_\_  
SIGNATURE AND TITLE

***PLEASE RETURN A SIGNED COPY TO  
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RIVERSIDE COUNTY REGIONAL PARK  
AND OPEN-SPACE DISTRICT  
PARK DISTRICT HEADQUARTERS  
4600 CRESTMORE ROAD  
RIVERSIDE, CALIFORNIA 92509

**PROPOSAL FOR  
GEOTECHNICAL OBSERVATION, TESTING  
AND LABORATORY CONFORMANCE TESTING  
PROPOSED MULTI-SPECIES RESERVE WORKSHOP  
LAKE SKINNER RECREATION AREA  
WINCHESTER, RIVERSIDE COUNTY, CALIFORNIA**

June 8, 2009

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Proposal No.: SWP-09-482



June 8, 2009

Proposal No.: SWP-09-482

Riverside County Regional Park and Open-Space District  
Park District Headquarters  
4600 Crestmore Road  
Riverside, California 92509

Attention: Mr. Steve Lech

Project: Proposed Multi-Species Reserve Workshop  
Lake Skinner Recreation Area  
Winchester, Riverside County, California

**Subject: PROPOSAL FOR GEOTECHNICAL OBSERVATION, TESTING, AND  
LABORATORY CONFORMANCE TESTING**

## INTRODUCTION

Earth Systems Southwest (ESSW) is pleased to submit this proposal to provide geotechnical observation, testing, and laboratory services during rough grading for the proposed new workshop to be constructed for the Multi-Species Reserve facility at the Lake Skinner Recreation Area. Additional sampling and testing of foundation/slab concrete is included within the proposed scope of services. The purpose of our services is to provide you with the requested field and laboratory test results for use in evaluating compliance of the construction with the project plans and specifications.

## PROPOSED SCOPE OF SERVICES

This proposal is for various engineering services and materials testing by Earth Systems Southwest on an "as requested" basis. Our scope of services may include:

- Attendance at a pre-job conference.
- Full & part time observation and testing of engineered fill during rough grading of the building pad.
- Part-time compaction testing during placement of utility trench backfill.
- Laboratory conformance testing of fill materials (expansion index, corrosion potentials and maximum density-optimum moisture).
- Review of foundation excavations prior to concrete placement.
- Testing of concrete including field testing, sampling and concrete compression testing.
- Preparation of daily reports summarizing test results.
- Preparation of progress and final compaction reports.
- Project coordination and management.

Services provided for this phase of service are outlined above. Other geotechnical services including testing during future construction phases, consultation, plan reviews, responses to agency inquiries are not included as part of the current scope of services or as part of the estimated fee provided below. Additional services will be invoiced at the negotiated rates in affect at the time the additional services are provided.

### ESTIMATED FEES

The proposed services are to be provided on a "**Time and Materials**" basis per the attached 2008 Fee Schedule and the negotiated technician rates for this area. For the purposes of this proposal, field technician services will be billed in one-hour increments for on-site time.

State of California mandated prevailing wage rules require we pay our technical staff full prevailing wage rates for travel time to and from the facility where the gauge is stored when the technician has to carry a nuclear gauge testing apparatus (used for compaction testing). In addition, you have requested that we bill our technicians for on-site time only with travel, mileage and equipment costs included in the on-site hourly rate. Based upon technician scheduling experience at Gilman Ranch, we found that the bulk of the scheduled visits were in the one to three hour on-site time range.

For billing purposes, we therefore propose multiple billing rates based on the efficiency of technician utilization as follows:

1 Hour Site Visit	\$374/hr
2 Hour Site Visit	\$231/hr
3 Hour Site Visit	\$186/hr
4 Hour Site Visit	\$164/hr
6 Hour Site Visit	\$135/hr
8 Hour Site Visit	\$123/hr

Technician rates for this project will be as specified based upon the on-site time interval requested. The more efficient the tech utilization is, the less costly the services. Other services will be billed according to the 2008 Fee Schedule or the stated professional staff rates provided in the Master Agreement. For the purposes of this commission, the Master Agreement prevails.

No construction schedule was provided to us for use in preparing this proposal. Therefore, estimated fees for this phase of the project are based on these assumptions.

- Attendance at one pre-job conference (1 hour)
- Contractor performance of remedial grading of the building pad of approximately two days.
- For preliminary budgeting purposes; approximately 2 days of full time technician observation and testing during mass grading for the building pad.
- Approximately 4 partial-day visits for testing of utility trench backfill.
- Approximately 1 partial-day visit for foundation excavation review.
- Approximately 1 partial-day technician trip for sampling of concrete, plus 1 trip for pickup of samples on following days.

- Laboratory conformance testing including 1 soil maximum density curves (ASTM D 1557), 1 expansion index tests, and 1 corrosion potential test.
- Laboratory conformance testing of concrete (estimated total of 4 compression tests on concrete test cylinders).
- Project management and submittal of one infrastructure report and one final as-built compaction report.

PLEASE NOTE: Time frames are estimates only. Once a contractor schedule is provided, more definitive estimates can be provided.

Based upon the above assumptions, our estimated fee to provide the described services will be approximately **\$8,500.00**. Longer time frames, slower contractor performance, and additional requested services will increase fees. Faster contractor production and efficient use of our services can significantly reduce the fees, especially if our tech is on-site for other phases of the project.

Actual fees will be on a "Time and Expense" basis per the time required to complete the requested services. Cost savings can be achieved if the efficiency of tech utilization is accomplished and avoidance of requesting a technician for one hour of on-site time. Contractor performance and schedules have major impacts of geotechnical fees.

**Riverside County Regional Park and Open-Space District** (Client) or their designated project manager is responsible for contacting ESSW when services are required. The Client is responsible for monitoring the requests for service and recognizes that the efficiency with which our services are utilized will have a significant affect upon the costs for testing and inspection. During construction, please notify us at least 24 hours in advance of the need for our services.

Our proposal is based on the understanding that our services, as outlined in this proposal, are subject to the California Prevailing Wage Law for field technician staff. Professional staff are not subject to prevailing wage criteria. Authorized additional services not included in this proposal will be billed on a "Time and Materials" basis per the Fee Schedule in affect at the time the additional services are provided.

### **TERMS FOR SERVICE**

The Terms of our master agreement (#PKARC 041) apply to this commission.

ESSW's scope of services does not include supervision of the contractors work in any way. ESSW's presence or absence on the project in no way relieves the contractor of his responsibility to provide a completed project in compliance with the project specifications. Neither the professional activities of ESSW, nor the presence of ESSW or its employees and subcontractors, shall be construed to imply ESSW has any responsibility for methods of work performance, supervision of work, sequencing of construction, or safety in, on, or about the job site. ESSW will request, and expect the contractor's cooperation in providing suitable and safe access to the designated work areas and security while working on the site.

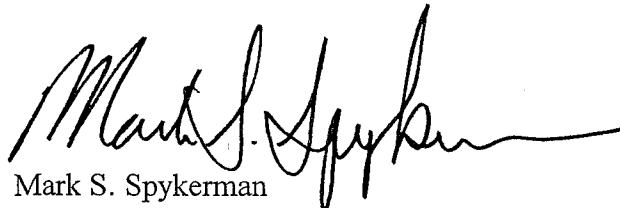
**CLOSURE**

If the proposed Scope of Services, Term, and Fee are satisfactory, please sign in the space provided below and return one copy. Based on the passing of Assembly Bill No. 2629, services may not commence until the execution of a written contract. This will constitute authorization for us to proceed with work on the project. This agreement can be terminated by either party by notification in writing. ESSW's responsibility for the project will end upon completion of the services described herein or termination of the agreement, unless authorization to perform additional work and agreement for payment thereof is provided by the client. This proposal is valid for a period of 90 days. If authorized after 90 days, ESSW reserves the right to reconsider the fees presented herein.

We look forward to assisting you on this project. Thank you for the opportunity to submit this proposal. If additional information is desired please call the undersigned at (909) 484-5455.

Respectfully submitted,  
**EARTH SYSTEMS SOUTHWEST**

**AGREED TO AND ACCEPTED**

  
Mark S. Spykerman  
Senior Vice President

\_\_\_\_\_  
CLIENT NAME (IN PRINT)

\_\_\_\_\_  
SIGNATURE AND TITLE

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Proposal/mss/mr

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RIVERSIDE COUNTY REGIONAL PARK  
AND OPEN-SPACE DISTRICT  
PARK DISTRICT HEADQUARTERS  
4600 CRESTMORE ROAD  
RIVERSIDE, CALIFORNIA 92509

**PROPOSAL FOR  
ASPHALT PAVING OBSERVATION AND CONFORMANCE TESTING  
ENTRY WAY & ROAD REHABILITATION  
LAKE SKINNER RECREATION AREA  
WINCHESTER, RIVERSIDE COUNTY, CALIFORNIA**

June 4, 2009

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Proposal No.: SWP-09-476



June 4, 2009

Proposal No.: SWP-09-476

Riverside County Regional Park and Open-Space District  
Park District Headquarters  
4600 Crestmore Road  
Riverside, California 92509

Attention: Ms. Claire S. Clark, AIA, LEED AP

Project: Entry Way & Road Rehabilitation  
Lake Skinner Recreation Area  
Winchester, Riverside County, California

Subject: **PROPOSAL FOR ASPHALT PAVING OBSERVATION AND  
CONFORMANCE TESTING**

### INTRODUCTION

Earth Systems Southwest (ESSW) is pleased to submit this proposal to provide observation and conformance testing for the asphalt concrete paving of the entry way and road at the Lake Skinner Recreation Area. The purpose of our services is to provide you with the requested field and laboratory test results for use in evaluating compliance of the construction with the project plans and specifications.

### PROPOSED SCOPE OF SERVICES

This proposal is for various engineering services and materials testing by Earth Systems Southwest on an "as requested" basis. Our scope of services may include:

- Attendance at a pre-job conference.
- Full to part time observation and testing of pavement subgrade areas and decomposed granite sections
- Full and part time observation and testing of asphalt concrete (AC) paving.
- Laboratory conformance testing
- Preparation of daily reports summarizing test results.
- Preparation of one final as-built report.
- Project coordination and management.

Services provided for this phase of service are outlined above. Additional services will be invoiced at negotiated rates in affect at the time the additional services are provided.

## ESTIMATED FEES

The proposed services are to be provided on a "**Time and Materials**" basis per the attached 2008 Fee Schedule and the negotiated staff rates for this area. For the purposes of this proposal, field technician services will be billed in one-hour increments for on-site time.

State of California mandated prevailing wage rules require we pay our technical staff full prevailing wage rates for travel time to and from the facility where the gauge is stored when the technician has to carry a nuclear gauge testing apparatus (used for compaction testing). In addition, you have requested that we bill our technicians for on-site time only with travel, mileage and equipment costs included in the on-site hourly rate. Based upon technician scheduling experience at Gilman Ranch, we found that the bulk of the scheduled visits were in the one to three hour on-site time range.

For billing purposes, we therefore propose multiple billing rates based on the efficiency of technician utilization as follows:

1 Hour Site Visit	\$374/hr
2 Hour Site Visit	\$231/hr
3 Hour Site Visit	\$186/hr
4 Hour Site Visit	\$164/hr
6 Hour Site Visit	\$135/hr
8 Hour Site Visit	\$123/hr

Technician rates for this project will be as specified based upon the on-site time interval requested. The more efficient the tech utilization is, the less costly the services. Other services will be billed according to the 2008 Fee Schedule or the stated professional staff rates provided in the Master Agreement. For the purposes of this commission, the Master Agreement prevails.

Estimated fees for this phase of the project are based on these assumptions.

- Attendance at one pre-job conference (2 hours)
- Contractor placement of approximately 300 to 500 tons of asphalt concrete per day ( $\approx$  5 to 10 days of asphalt concrete placement) for a total placement of 2,410 tons.
- For preliminary budgeting purposes; approximately 5 days of full time technician observation and testing during AC placement.
- Approximately 5 days of part-time technician observation and testing during AC placement.
- Approximately 4 half-day visits for testing of pavement soil subgrades and decomposed granite sections.
- Laboratory conformance testing including 2 Marshall AC laboratory maximum density curves (ASTM D 1559) and 3 soil maximum density curves (ASTM D 1557)
- Project management and submittal of one final as-built compaction report.

Based upon the above assumptions, our estimated fee to provide the described services will be approximately **\$12,950.00**. Longer time frames, slower contractor performance, and additional requested technician services will increase fees. For comparative purposes, if the pavement placement process is accomplished at 100 tons per day, thus taking approximately 24 days to

complete, and if testing and observations is requested full-time, then our estimated fee would be approximately **\$27,650.00**. Once a contractor schedule is known, we can provide a more definitive estimate of our fees.

Actual fees will be on a "Time and Expense" basis per the time required to complete the requested services. Cost savings can be achieved if the efficiency of tech utilization is accomplished and avoidance of requesting a technician for one hour of on-site time. Contractor performance and schedules have major impacts of geotechnical fees. The fee estimates include estimated costs for laboratory conformance testing of subgrade soils and asphalt concrete mixes and preparation of one compaction final report.

**Riverside County Regional Park and Open-Space District** (Client) or their designated project manager is responsible for contacting ESSW when services are required. The Client is responsible for monitoring the requests for service and recognizes that the efficiency with which our services are utilized will have a significant affect upon the costs for testing and inspection. During construction, please notify us at least 24 hours in advance of the need for our services.

Our proposal is based on the understanding that our services, as outlined in this proposal, are subject to the California Prevailing Wage Law for field technician staff. Professional staff are not subject to prevailing wage criteria. Authorized additional services not included in this proposal will be billed on a "Time and Materials" basis per the Fee Schedule in affect at the time the additional services are provided.

### **TERMS FOR SERVICE**

The Terms of our master agreement (#PKARC 041) apply to this commission.

ESSW's scope of services does not include supervision of the contractors work in any way. ESSW's presence or absence on the project in no way relieves the contractor of his responsibility to provide a completed project in compliance with the project specifications. Neither the professional activities of ESSW, nor the presence of ESSW or its employees and subcontractors, shall be construed to imply ESSW has any responsibility for methods of work performance, supervision of work, sequencing of construction, or safety in, on, or about the job site. ESSW will request, and expect the contractor's cooperation in providing suitable and safe access to the designated work areas and security while working on the site.

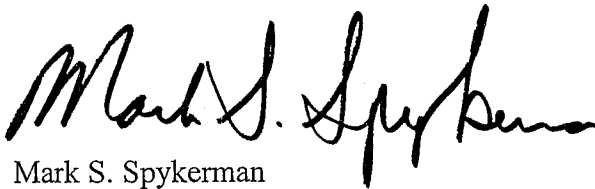
**CLOSURE**

If the proposed Scope of Services, Term, and Fee are satisfactory, please sign in the space provided below and return one copy. Based on the passing of Assembly Bill No. 2629, services may not commence until the execution of a written contract. This will constitute authorization for us to proceed with work on the project. This agreement can be terminated by either party by notification in writing. ESSW's responsibility for the project will end upon completion of the services described herein or termination of the agreement, unless authorization to perform additional work and agreement for payment thereof is provided by the client. This proposal is valid for a period of 90 days. If authorized after 90 days, ESSW reserves the right to reconsider the fees presented herein.

We look forward to assisting you on this project. Thank you for the opportunity to submit this proposal. If additional information is desired please call the undersigned at (909) 484-5455.

Respectfully submitted,  
**EARTH SYSTEMS SOUTHWEST**

AGREED TO AND ACCEPTED



\_\_\_\_\_  
CLIENT NAME (IN PRINT)

Mark S. Spykerman  
Senior Vice President

\_\_\_\_\_  
SIGNATURE AND TITLE

***PLEASE RETURN A SIGNED COPY TO  
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Proposal/mss/mr

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**Agreement Document  
#PKARC 041**

**AGREEMENT for ON-CALL GEOLOGICAL and GEOTECHNICAL TESTING SERVICES with the RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT**

The Riverside County Regional Park and Open-Space District, herein called "District" and Earth Systems Southwest, Bermuda Dunes, CA, herein called "Consultant", mutually agree as follows:

**I. DESCRIPTION:**

The Consultant shall render services to the District as described in this Agreement for the "Geological and Geotechnical Testing Services" described as follows:

**On-Call, Consultant, Professional Services for Geological and Geotechnical Testing Services, for all Park Facilities and Roads in the Riverside County Regional Park & Open-Space District, Riverside County, State of California.**

The following documents are incorporated into and made part of this Agreement:

**Exhibit 1:** District Request for Qualifications #PKARC 041

**Exhibit 2:** Consultant "Statement of Qualifications"

**Exhibit 3:** Consultant's Statement of Qualifications Fee Form for all four Regions.

In the event of a conflict between the terms of the documents made part of this Agreement, the following apply: The terms of this Agreement shall take precedence over the Exhibits. Exhibits 1 & 3 shall take precedence over Exhibit 2.

**II. CONSULTANT'S SERVICES:**

**A. Geological and Geotechnical Testing Services Defined:**

Consultant shall provide geological and geotechnical testing services in accordance with the attached Exhibit 1 and 2 and shall determine the means and methods for performing the services.

The Consultant Firm must have current and appropriate certification and/or licenses issued by the State of California. The Consultant shall assign a certified Principal Geologist to manage each project from its inception to its completion and shall work with the District, or its designated representative, to determine the appropriate scope of geological and geotechnical testing services required on each project.

The Consultant shall prepare and/or provide all geological reports, and geotechnical

testing as needed, including, but not limited to, geological surveys, hydrological survey, regulatory compliance analyses, site analyses, hydrology, feasibility studies, percolation testing, drainage design, cost estimates and other investigations.

The qualified Consultant shall perform all necessary geological services in a satisfactory and proper manner, under direction of the District or its designated representative. The Consultant shall be responsible for ensuring that all work is completed in an efficient and timely manner and that accurate and thorough documentation is provided to the District.

**B. Project Description:**

The project description shall be determined on an as needed basis for geological and geotechnical testing services.

For further description of Consultant geological and geotechnical testing services required for each project refer to Section 4.0 Description of Services on page 14 of 30.

**C. Extra Work:**

Extra work shall be performed only when requested or approved by the District in advance and in writing. The Consultant will provide an estimated cost and estimated schedule for the extra services before Consultant commences work. Extra work shall include, but not be limited to:

1. Arranging for the work to proceed should the Consultant default due to delinquency or insolvency.
2. Preparing plans or specifications for corrections of defects of construction.

**III. ASSIGNMENT OF WORK, RESPONSE TIME, AND DETERMINATION OF AMOUNT:**

**A. Assignment of Work and Response Time:**

When Consultant's services are needed by District, Consultant will be called, alerting Consultant that a written request for their services is forthcoming. Consultant will be expected to respond to request for services by providing requested services within 72 hours of Consultant's receipt of written request for services.

An exception to the 72 hour rule will be for projects estimated to cost over \$3,000 and/or take more than two weeks to perform. In this case, the Consultant will produce, in writing, a cost estimate and an estimated schedule for performance of work. The Consultant and the District will schedule the work by mutual agreement. District will provide approval of cost estimate and schedule in writing.

B. Determination of Amount:

1. For the geological and geotechnical testing services described above, the District shall pay to the Consultant fees based on the Statement of Qualification Fee Form (Exhibit 3) for work completed, by Region, as full payment for all services under this Agreement, including all costs or expenses incurred by the Consultant.
2. For extra work performed by the Consultant, the District shall pay to the Consultant according to the Statement of Qualification Fee Form (Exhibit 3) for work completed, by Region, provided that the performance of said extra work shall have been requested and approved by the District in writing, and after receipt of written notice of the estimated cost thereof.
3. The Consultant shall be responsible for all its costs and expenses related to the performance of its service under this Agreement.

C. Payment:

In addition to the quote and schedule required above for projects over \$3,000 and /or projects lasting over two weeks, the Consultant will produce a payment schedule within 1 week of receiving the Notice to Proceed for any project expected to last 2 months or longer. The payment schedule will give the estimated, monthly billing amount for the entire duration of the project based on the Statement of Qualification Fee Form. The payment schedule will be submitted to the District for review and written approval.

The District shall pay the Consultant, upon submission of an invoice, monthly, by the hour, per the region and per the payment schedule produced by the Consultant, after performance of work and with District approval. The extent of the services completed by the Consultant will be verified by the District prior to processing any payment.

**IV. DUTIES OF CONSULTANT:**

- A. Consultant shall obtain and maintain insurance as follows:

Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

1. Workers' Compensation:

If the CONSULTANT has employees as defined by the State of California, the CONSULTANT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The DISTRICT, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

2. Commercial General Liability:

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

3. Vehicle Liability:

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

4. Professional Liability Insurance:

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

5. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be authorized to do business in 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.

6) The CONSULTANT'S insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions 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

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

7) CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish the DISTRICT 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 DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. "Attachment A is attached hereto and incorporated herein by this reference."

In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the DISTRICT 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 coverage's set forth herein and the insurance required herein is in full force and effect. CONSULTANT shall not commence operations until the DISTRICT 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 to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

8) It is understood and agreed to by the parties hereto that the CONSULTANT'S insurance shall be construed as primary insurance, and the DISTRICT or the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self insured programs shall not be construed as contributory.

9) 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 which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance cover currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.

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

Comment [U1]: MSS
Comment [U2]: MSS
Comment [U3]: MSS

- 11) The insurance requirements contained in this Agreement may be met with a program (s) of self-insurance acceptable to the DISTRICT.
- 12) CONSULTANT agrees to notify DISTRICT 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.

#### V. DUTIES OF THE DISTRICT:

- A. District or its designated representative shall work with the assigned project manager of the firm to determine the appropriate scope of services required on a project by project basis.
- B. District shall furnish and make available to the Consultant all pertinent information which it has relating to each project.
- C. District shall provide and pay for, separately, other Consultants who shall work under the supervision of the District, if it is determined appropriate, and necessary by the District. The scope of other Consultant's work would be separate from the scope of geological and geotechnical testing services provided by this agreement and shall not relieve the Consultant of it's obligation under this agreement.
- D. District shall pay for all plan check fees required by any local, state or federal agency. The District shall also pay for all required permitting fees for local, state or federal agency.
- E. District shall promptly consider and act upon written requests or recommendations from the Consultant including requests for information or other services needed by the Consultant to proceed with the Work.

#### VI. DOCUMENTS:

The Consultant shall provide all completed documents per milestone or project payment, including, but not limited, to those described in its geological and geotechnical testing services scope of work requested for each project and shall be the property of the District.

Four copies of all reports and/or drawings will be delivered to the District and one CD will be delivered containing the electronic files.

#### VII. LIABILITY AND INDEMNIFICATION:

CONSULTANT shall indemnify and hold harmless the DISTRICT and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONSULTANT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or

nature whatsoever arising from the performance of CONSULTANT, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. CONSULTANT shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the DISTRICT and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT'S indemnification to DISTRICT as set forth herein.

CONSULTANT'S obligation hereunder shall be satisfied when CONSULTANT has provided to the DISTRICT or the COUNTY the appropriate form of dismissal relieving DISTRICT or the COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT'S obligations to indemnify and hold harmless the DISTRICT or the COUNTY herein from third party claims.

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 CONSULTANT from indemnifying the DISTRICT or the COUNTY to the fullest extent allowed by law.

#### **VIII. TERMINATION:**

Either party may terminate and cancel this Agreement for cause, after fifteen (15) days written notice to the other, for substantial breach of this Agreement or unreasonable delay in the performance of any obligation under this Agreement.

Notwithstanding the foregoing provision, the District shall have the right, upon completion of any work of the Consultant's service, or at any time, to suspend or abandon the project, to terminate this Agreement without cause, upon 30 days written notice to that effect given to the Consultant.

If the termination as herein provided is for other than default or delay of the Consultant, the Consultant shall be paid pursuant to this Agreement for its service on completed work, and for any such proportion as the service actually performed bears to the total service which would be required for the completion of such section and no further compensation shall be paid to the Consultant. If the termination is for default or delay of the Consultant, it shall be paid on a similar basis less actual damages suffered by the District as a result.

**IX. MISCELLANEOUS PROVISIONS:**

- A. Assignment: This Agreement shall not be assignable, in full or in part, by the Consultant without prior written consent of the District.
- B. District's Representative: The General Manager of the Riverside County Regional Park & Open-Space District, 4600 Crestmore Road, Riverside, CA 92509, or designated staff member shall represent the District in all discussions and/or conferences with the Consultant and other County departments and agencies not requiring the actions of the District's governing body. A written summary of conclusions reached at any such conference may be required of the Consultant by the District's representative.
- C. Notices: Any notice or communication under this Agreement shall be transmitted to the parties at the addresses shown under the signature lines of this Agreement.
- D. Mediations: Any claim, dispute or other matter in question arising out of, or related to, this Agreement shall be subject to mediation prior to the institution of legal or equitable proceedings by either party.
- E. Release of Information to the Public: The Consultant shall consider all information regarding the proposed project as confidential information. Any request for information from others shall be directed to the District. This provision shall not apply if maintaining confidentiality would: violate the law; create the risk of significant harm to the public; prevent the consultant from establishing or defending a claim.
- F. Project Schedule: The Consultant acknowledges and accepts the District's Request that the Consultant will be expected to respond to request for services by providing requested services within 72 hours of Consultant's receipt of written request for services.

An exception to the 72 hour rule will be for projects estimated to cost over \$3,000 and/or take more than two weeks to perform. In this case, the Consultant will produce, in writing, a cost estimate and an estimate schedule for performance of work. The Consultant and the District will schedule the work by mutual agreement. District will provide approval of cost and schedule in writing.

- G. Governing Law: This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance of interpretation of this Agreement shall be filed only in the Superior Court for the State of California located in Riverside, California.
- H. Site Access and Utilities: District has sole responsibility for obtaining site access for Consultant to perform its services. With respect to any excavation services by Consultant. District agrees that Consultant's only obligation, to the extent practicable under the circumstances, is to mark the proposed boring/excavation areas and to contact the local utility clearance agency prior to any such boring/excavation services. District agrees that Consultant is not responsible, and shall not be considered negligent, for any damages or loss

due to any unmarked, mismarked, undisclosed or unknown surface or subsurface utilities or obstructions owed by District or third parties so long as Consultant complied with the foregoing sentence prior to its boring/excavation services.

- I. Field Representative: Consultant shall not be responsible for (i) construction means and methods, techniques, sequences, procedures, or safety precautions, and programs in connection with the project; (ii) the failure of any contractor, subcontractor, vendor, or other project participate, not under contract to Consultant, to fulfill their respective contractual responsibilities to District, or to comply with federal, state, or local laws, regulations and codes; or (iii) procuring permits, certificates, and license required for any construction. Consultant shall not have the authority to direct, control or stop construction of contractor's work. Consultant does not guarantee that proposals, bids, or actual project cost will not vary from Consultant's cost estimates or that actual schedule will not vary from Consultant's projected schedule.
- J. Documents: District agrees that all Consultant provided documents shall be used for this project only for the intended purpose stated in such documents. Any unauthorized use or distribution of such documents shall be the sole risk of District and without any liability to Consultant.

Owner:

Riverside County Regional Park & Open-Space District  
4600 Crestmore Road  
Riverside, CA 92509  
(951) 955-4300 fax. (951) 955-1383

By: Paul Flanders  
General Manager

Dated: 9/29/08

Consultant:

Mailing Address:  
Earth Systems Southwest  
9804 Crescent Center Drive Ste. 601  
Rancho Cucamonga, California 91730  
(909) 484-5455 fax. (909) 484-5995

Riverside Office:  
Earth Systems Southwest  
79-811 B Country Club Drive  
Bermuda Dunes, California 92203  
(760) 345-1588 fax. (760) 345-7315

By: Mark S. Spyrkema

Dated: 9/23/08

Earth Systems Southwest acknowledges that they are in receipt of Exhibit 1 "Request for Qualifications #PKARC 041" Entitled "On-Call Geological and Geotechnical Testing Services".

By: Mark S. Spyrkema

Dated: 9/23/08



**Earth Systems**

Southwest

79-811B Country Club Drive  
Indio, CA 92203  
(760) 345-1588  
(800) 924-7015  
FAX (760) 345-7315

September 23, 2008

Reference No.: SWP-09-020

Riverside County Regional Park and Open Space District  
4600 Crestmore Road  
Riverside, California 92509-6868

Attention: Mr. Kenneth J. Sotelo, Park Planner

Subject: **“Attachment A” to Agreement Document #PKARC 041**  
On-Call Geological and Geotechnical Testing Services  
Regional Park and Open-Space District

This letter will serve to confirm the District's consent to modify the Agreement Document #PKARC 041 (Section IV.A.7) between the District and Earth Systems Southwest as follows:

**While the insurance carrier(s) of Earth Systems Southwest will provide 30 days written notice prior to any cancellation in coverage of the insurance required under the Agreement, the Consultant (Earth Systems Southwest) shall give District 30 days written notice prior to any material modification, expiration, or reduction in coverage of such insurance.**

Earth Systems appreciates the opportunity to provide professional geological and geotechnical services to the District and intends that this letter (Attachment A) be incorporated with the attached Agreement Document.

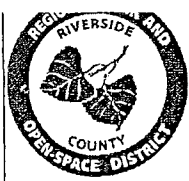
Respectfully submitted,

**EARTH SYSTEMS SOUTHWEST**

A handwritten signature in black ink, reading "Mark S. Spykerman", with a long horizontal line extending to the right.

Mark S. Spykerman  
Senior Vice President

Enclosure: Executed Agreement Document (5)



COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



108

FROM: Regional Park & Open-Space District

SUBMITTAL DATE:

1/7/09

SUBJECT: Annual Geological and Geotechnical Testing Services - Countywide

RECOMMENDED MOTION: That the Board:

- Approves and Authorizes the Chair of the Board to execute the increase to the Agreement between the Riverside County Regional Park & Open-Space District (Park District) and Earth Systems Southwest in the not-to-exceed amount of \$100,000 annually, and, for a two-year period, a total not-to-exceed \$200,000, for Annual Geological and Geotechnical Testing Services for Park District facilities County wide;
- Instructs the Clerk of the Board to return four (4) executed copies of the Agreement to the Park District for transmittal and file; and
- Approves & directs the Auditor-Controller to adjust appropriations as shown on Attachment A.

**BACKGROUND:** As part of the on-going construction at the County's regional park sites, the Park District routinely needs geological testing (soils testing, compaction testing, and percolation testing). Because of the recurring requirement for such testing, it was decided to contract with one firm on an on-call basis. Per Board Policy H-7, the Park District advertised for and received Statements of Qualifications from qualified geological testing firms. A total of twelve (12) Statement of Qualifications (SOQs) were received, of which three (3) firms were invited for interviews. Interviews were held, and the firm of Earth Systems Southwest was chosen based upon the qualifications of the firm and the needs of the Park District.

689- On Call Geotechnical Testing Services

SL/mg  
 Steve Wong enc  
 Val Wong enc  
 Julie S, Juliet T., Claire C.

*Paul Frandsen*

Paul Frandsen, General Manager

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 100,000	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ -0-	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ -0-	For Fiscal Year:	08/09

<b>SOURCE OF FUNDS:</b> 2002 Park Bond Act Per Capita Grant Program, 2002 Park Bond Act Roberti-Z'berg Harris Grant Program; and West Co. Parks - DIF, Ease Co. Parks - DIF	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Alex Gann*

Alex Gann

County Executive Office Signature

MINUTES OF THE REGIONAL PARK AND OPEN SPACE DISTRICT BOARD

On motion of Supervisor Tavaglione, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the matter is approved as recommended.

Ayes: Buster, Tavaglione, Wilson and Ashley  
 Nays: None  
 Absent: Stone  
 Date: January 27, 2009  
 xc: Parks, E.O., Auditor(2)

Nancy Romero  
Clerk of the Board

BY: *Nancy Romero*  
Deputy

Prev. Agn. Ref.:

District: All

Agenda Number:

13.1

FORM APPROVED COUNTY COUNSEL  
 BY: *Larisa R-Mckenna* 1/14/09  
 DATE: 1/14/09  
 LARISA R-MCKENNA  
 COUNTY COUNSEL

FORM APPROVED COUNTY COUNSEL  
 BY: *Samuel Wong*  
 SAMUEL WONG  
 COUNTY COUNSEL

FORM APPROVED COUNTY COUNSEL  
 BY: *Robert E. Byrd*  
 ROBERT E. BYRD, AUDITOR-CONTROLLER

Dept't Recomm.:  Consent  Policy   
 Per Exec. Ofc.:  Consent  Policy

**SUBJECT:** Annual Geological and Geotechnical Testing Services - Countywide

**BACKGROUND:**

*(continued from page 1)*

On September 30, 2008, the Park District and Earth Systems Southwest signed an agreement stipulating a \$25,000 annual limit (with a two-year cap of \$50,000) for the aforementioned services.

However, due to the scope of requirements for each project and the number of construction projects currently underway, the \$25,000 limit was found to be inadequate. Therefore, the Park District is requesting that the current agreement be superseded by the attached agreement, which will allow expenditures of \$100,000 annually, with a two-year cap of \$200,000. No budget adjustments were made to the original contract of \$25,000.

The Office of County Counsel has reviewed and approved the Agreement as to legal form.

Attachment A

Increase Appropriations:

33120 931122 524660	Consultants	50,000
	Total	50,000

Increase Estimated Revenues:

33120 931122 790500	Operating Transfer – In	50,000
	Total	50,000

And

Increase Appropriations:

33120 931123 524660	Consultants	50,000
	Total	50,000

Increase Estimated Revenues:

33120 931123 790500	Operating Transfer – In	50,000
	Total	50,000

