

**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE
REDEVELOPMENT AGENCY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

140



FROM: Redevelopment Agency

SUBMITTAL DATE:
January 12, 2010

SUBJECT: Airport Boulevard Agricultural Drainage and Irrigation Pipeline Replacement

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept and award the construction contract to the low bidder Jones Brothers Construction Company in the amount of \$ 1,092,117.06;
2. Approve a project budget of \$1,523,402.17;
3. Authorize the Chairman to sign the contract documents on behalf of the Board; and
4. Approve and Authorize the Chairman to execute the Material Testing and Inspections Agreement by and between the Redevelopment Agency and Construction Testing and Engineering, Inc., in the amount of \$113,114.

BACKGROUND: (Commences on page 2)

Robert Field
Executive Director

| | | | | |
|-----------------------|-------------------------------|-----------------|-------------------------|-----------|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$ 1,523,402.17 | In Current Year Budget: | Yes |
| | Current F.Y. Net County Cost: | \$ 0 | Budget Adjustment: | No |
| | Annual Net County Cost: | \$ 0 | For Fiscal Year: | 2009-2010 |

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: No

| | | |
|--|---|--------------------------|
| SOURCE OF FUNDS: Redevelopment Agency Capital Improvement Funds – Desert Communities Project Area | Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
| | Requires 4/5 Vote | <input type="checkbox"/> |

C.E.O. RECOMMENDATION:

APPROVE

BY:
Jennifer L. Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNCIL
BY: NEAL R. KIPNIS DATE: [Signature]
Departmental Concurrence

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

Prev. Agn. Ref.: Item 4.9 07/21/09

District: 4th

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

4.2
RDA-0018-F11.doc
FRM 11 (REV 06/2003)

BACKGROUND:

On July 21, 2009, the Board approved CEQA, the plans and specifications, and authorized the Clerk of the Board to advertise the Notice of Inviting Bids for the Airport Boulevard Agricultural Drainage and Irrigation Pipeline Replacement Project.

On August 19, 2009 three bids were received. County Counsel has reviewed all bids and has determined that Jones Brothers Construction, Inc. is the lowest bidder and constitutes a proper basis for award of the contract. Therefore, EDA Staff recommends that the Board award the contract to Jones Brothers Construction Incorporated in the amount of \$ 1,092,117.06 and approve the project budget as follows:

Project Budget:

| | |
|--------------------------|-----------------|
| Construction | \$ 1,092,117.06 |
| Permits/Inspection/Misc. | \$ 80,000.00 |
| Utility/Fees | \$ 45,000.00 |
| Engineering | \$ 54,680.00 |
| Materials Testing | \$ 113,114.00 |
| Subtotal | \$ 1,384,911.06 |
| Contingency 10% | \$ 138,491.11 |
| Project Total | \$ 1,523,402.17 |

The Agency also received proposals for Materials Testing and Inspection Services for this project in response to a Request For Proposals. Agency staff found the proposal submitted by Construction Testing and Engineering, Inc. to be the most responsive. Staff negotiated an agreement for the scope of work and recommends approval of the attached agreement for materials testing and inspections services.

The project will be funded entirely by DCPA Capital Improvement Funds and will not impact the County's General Fund.

Attachments:

- Bid Summary
- Agreement Forms
- Performance Bond
- Payment Bond
- Certificate of Liability Insurance
- Certificate of Workers' Compensation Insurance
- Materials Testing and Inspection Services Agreement (3)

1 CONSULTING SERVICES AGREEMENT
2 FOR SPECIALTY MATERIALS AND SOILS TESTING AND INSPECTION
3 SERVICES FOR THE AIRPORT BOULEVARD AGRICULTURAL DRAINAGE AND
4 IRRIGATION PIPELINE REPLACEMENT PROJECT
5 BY AND BETWEEN
6 REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
7 AND CONSTRUCTION TESTING AND ENGINEERING, INC.,
8

9 This Agreement, is made and entered into this ____ day of _____, 2010, by and
10 between the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public
11 body corporate politic in the State of California (hereinafter "AGENCY"), and
12 CONSTRUCTION TESTING AND ENGINEERING, INCORPORATED, (hereinafter
13 "CONSULTANT").
14

15 WHEREAS, AGENCY is a redevelopment Agency duly created, established and
16 authorized to transact business and exercise its powers, all under and pursuant to the provisions
17 of the Community Redevelopment Law which is Part 1 of Division 24 of the California Health
18 and Safety Code (commencing with Section 33000 et seq.);
19

20 WHEREAS, pursuant to Section 33125 of the Health and Safety Code, the
21 AGENCY is authorized to make and execute contracts and other instruments necessary or
22 convenient to the exercise of its powers;
23

24 WHEREAS, pursuant to CRL 33020(a) of the California Redevelopment Law,
25 "redevelopment" means to conduct planning, development, and replanning of all or part of a
26 survey area as may be appropriate and necessary in the interest of general welfare, including
27 recreational and other facilities incidental or appurtenant to them;
28

1 WHEREAS, the proposed services provided in this Agreement are necessary to
2 install improvements needed for the Thermal Sheriff Station and road improvements on Airport
3 Boulevard;

4 WHEREAS, the AGENCY has selected CONSULTANT to provide services
5 based on their response to a Request for Proposal (RFP); and

6 WHEREAS, CONSULTANT has agreed to provide such services to AGENCY,

7 NOW THEREFORE, in consideration of the mutual covenants contained herein,
8
9 the parties hereto agree as follows:

10 1. DESCRIPTION OF SERVICES: CONSULTANT shall provide all services as
11 outlined and specified in Exhibit A, consisting of three (3) pages, attached hereto and by this
12 reference incorporated herein.

13
14 1.1 CONSULTANT represents and maintains that it is skilled in the professional
15 calling necessary to perform all services, duties and obligations required by this Agreement to
16 fully and adequately complete the project. CONSULTANT shall perform the services and
17 duties in conformance to and consistent with the standards generally recognized as being
18 employed by professionals in the same discipline in the State of California. CONSULTANT
19 further represents and warrants to the AGENCY that it has all licenses, permits, qualifications
20 and approvals of whatever nature are legally required to practice its profession.
21 CONSULTANT further represents that it shall keep all such licenses and approvals in effect
22 during the term of this Agreement.
23

24
25 2. PERIOD OF PERFORMANCE: CONSULTANT shall commence performance
26 upon date of execution of this Agreement and complete performance within twelve (12) months
27 from said date. CONSULTANT will diligently and responsibly pursue the performance of the
28 services required of it by this Agreement through project completion unless the work is altered

1 by written amendment(s) pursuant to Section 14, or terminated as specified in Section 9. All
2 applicable indemnification provisions in this Agreement shall remain in effect following the
3 termination of this Agreement.

4 3. COMPENSATION: The AGENCY shall pay the CONSULTANT for services
5 performed and expenses incurred in accordance with the terms of this Agreement.
6 CONSULTANT shall be paid an amount not to exceed One Hundred Thirteen Thousand, One
7 Hundred Fourteen Dollars \$113,114.00. CONSULTANT shall submit invoices to the AGENCY
8 for progress payments based on hourly rate for work completed to maximum for each task.
9

10 3.1 Said compensation shall be paid in accordance with an invoice submitted to
11 AGENCY by CONSULTANT within fifteen (15) days from the last day of each calendar
12 month, and AGENCY shall pay the invoice within thirty (30) working days from the date of
13 receipt of the invoice.
14

15 4. INDEPENDENT CONSULTANT: AGENCY retains CONSULTANT on an
16 independent contractor basis. CONSULTANT is not, and shall not be considered to be in any
17 manner, an employee or agent of the AGENCY. Personnel performing the Services under this
18 Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT'S
19 exclusive direction and control. CONSULTANT shall pay all wages, salaries and other
20 amounts due such personnel in connection with their performance of Service and as required by
21 law. CONSULTANT shall be responsible for all reports and obligations respecting such
22 personnel, including but not limited to, social security taxes, income tax withholdings,
23 unemployment insurance, and workers' compensation insurance. CONSULTANT and its
24 employees and agents shall maintain professional licenses required by the laws of the State of
25 California at all times while performing services.
26
27
28

1 5. INDEMNIFICATION: CONSULTANT shall indemnify and hold harmless all
2 Agencies, Districts, Special Districts and Departments of the County of Riverside, their
3 respective directors, officers, Board of Supervisors, elected and appointed officials, employees,
4 agents and representatives from any liability whatsoever, based or asserted upon any services of
5 CONSULTANT, its officers, employees, subcontractors, agents or representatives arising out of
6 or in any way relating to this Agreement, including but not limited to property damage, bodily
7 injury, or death or any other element of any kind or nature whatsoever and resulting from any
8 reason whatsoever arising from the performance of CONSULTANT, its officers, agents,
9 employees, subcontractors, agents or representatives from this Agreement; and CONSULTANT
10 shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost
11 of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and
12 Departments of the County of Riverside, their respective directors, officers, Board of
13 Supervisors, elected and appointed officials, employees, agents and representatives in any claim
14 or action based upon such alleged acts or omissions.

15 With respect to any action or claim subject to indemnification herein by
16 CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their
17 own choice and shall have the right to adjust, settle, or compromise any such action or claim
18 without the prior consent of AGENCY; provided, however, that any such adjustment, settlement
19 or compromise in no manner whatsoever limits or circumscribes CONSULTANT'S
20 indemnification to AGENCY as set forth herein. CONSULTANT'S obligation to defend,
21 indemnify and hold harmless AGENCY shall be subject to AGENCY having given
22 CONSULTANT written notice within a reasonable period of time of the claim or of the
23 commencement of the related action, as the case may be, and information and reasonable
24 assistance, at CONSULTANT'S expense, for the defense or settlement thereof.

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

4 The specified insurance limits required in this Agreement shall in no way limit or
5 circumscribe CONSULTANT'S obligations to indemnify and hold harmless the AGENCY
6 herein from third party claims.
7

8 In the event there is conflict between this clause and California Civil Code Section 2782,
9 this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not
10 relieve the CONSULTANT from indemnifying the AGENCY to the fullest extent allowed by
11 law.
12

13 6. INSURANCE: Without limiting CONSULTANT'S indemnification,
14 CONSULTANT shall maintain in force at all times during the performance of this Agreement,
15 insurance policies evidencing coverage during the entire term of the Agreement as follows:
16

17 6.1 Workers' Compensation: If CONSULTANT has employees as defined by
18 the State of California, CONSULTANT shall maintain Workers' Compensation Insurance
19 (Coverage A) as prescribed by the laws of the State of California. Policy shall include
20 Employers' Liability (Coverage B) including Occupational Disease with limits not less than
21 \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of
22 the AGENCY and County of Riverside; and, if applicable, to provide a Borrowed
23 Servant/Alternate Employer Endorsement.
24

25 6.2 Commercial General Liability: Commercial General Liability insurance
26 coverage, including but not limited to, premises liability, contractual liability, completed
27 operations, personal and advertising injury covering claims which may arise from or out of
28 CONSULTANT'S performance of its obligations hereunder. Policy shall name the AGENCY,

1 County of Riverside, special districts, their respective directors, officers, Board of Supervisors,
2 elected officials, employees, agents or representatives as an Additional Insured. Policy's limit
3 of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such
4 insurance contains a general aggregate limit, it shall apply separately to this agreement or be no
5 less than two (2) times the occurrence limit.
6

7 6.3 Vehicle Liability: If CONSULTANT'S vehicles or mobile equipment are
8 used in the performance of the obligations under this Agreement, CONSULTANT shall
9 maintain liability insurance for all owned, non-owned or hired vehicles in an amount not less
10 than \$1,000,000 per occurrence combined single limit. If such insurance contains a general
11 aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the
12 occurrence limit. Policy shall name the AGENCY, County of Riverside, special districts, their
13 respective directors, officers, Board of Supervisors, elected officials, employees, agents, or
14 representatives as an Additional Insured.
15

16 6.4 Professional Liability: CONSULTANT shall maintain Professional Liability
17 Insurance providing coverage for performance of work included within this Agreement, with a
18 limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If
19 CONSULTANT'S Professional Liability Insurance is written on a claims made basis rather than
20 an occurrence basis, such insurance shall continue through the term of this Agreement. Upon
21 termination of this Agreement or the expiration or cancellation of the claims made insurance
22 policy CONSULTANT shall purchase at his sole expense either 1) an Extended Reporting
23 Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer
24 with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3)
25 demonstrate through Certificates of Insurance that Consultant has maintained continuous
26 coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will
27
28

1 continue for a period of five (5) years beyond the termination of this Agreement.

2 6.5 General Insurance Provisions - All lines:

- 3 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to
4 the State of California and have an A.M. BEST rating of not less than an A: VIII (A:
5 8) unless such requirements are waived, in writing, by the AGENCY Risk Manager.
6 If the AGENCY'S Risk Manager waives a requirement for a particular insurer such
7 waiver is only valid for that specific insurer and only for one policy term.
- 8
- 9 b. The CONSULTANT'S insurance carrier(s) must declare its insurance deductibles or
10 self-insured retentions. If such deductibles or self-insured retentions exceed
11 \$500,000 per occurrence such deductibles and/or retentions shall have the prior
12 written consent of the AGENCY Risk Manager before the commencement of
13 operations under this Agreement. Upon notification of deductibles or self insured
14 retentions which are deemed unacceptable to the AGENCY, at the election of the
15 AGENCY'S Risk Manager, CONSULTANT'S carriers shall either; 1) reduce or
16 eliminate such deductibles or self-insured retentions as respects this Agreement with
17 the AGENCY, or 2) procure a bond which guarantees payment of losses and related
18 investigations, claims administration, defense costs and expenses.
- 19
- 20
- 21 c. The CONSULTANT shall cause their insurance carrier(s) to furnish the AGENCY
22 with 1) a properly executed original Certificate(s) of Insurance and certified original
23 copies of Endorsements effecting coverage as required herein; or, 2) if requested to
24 do so orally or in writing by the AGENCY Risk Manager, provide original Certified
25 copies of policies including all Endorsements and all attachments thereto, showing
26 such insurance is in full force and effect. Further, said Certificate(s) and policies of
27 insurance shall contain the covenant of the insurance carrier(s) shall provide no less
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1 than thirty (30) days written notice be given to the AGENCY prior to any material
2 modification or cancellation of such insurance. In the event of a material
3 modification or cancellation of coverage, this Agreement shall terminate forthwith,
4 unless the AGENCY receives, prior to such effective date, another properly
5 executed original Certificate of Insurance and original copies of endorsements or
6 certified original policies, including all endorsements and attachments thereto
7 evidencing coverages and the insurance required herein is in full force and effect.

8 Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the
9 original endorsements for each policy and the Certificate of Insurance.

10 ***CONSULTANT shall not commence operations until the AGENCY has been***
11 ***furnished original Certificate (s) of Insurance and certified original copies of***
12 ***endorsements or policies of insurance including all endorsements and any and all***
13 ***other attachments as required in this Section.***

14
15
16 d. It is understood and agreed by the parties hereto and the CONSULTANT'S
17 insurance company(s), that the Certificate(s) of Insurance and policies shall so
18 covenant and shall be construed as primary insurance, and the AGENCY'S insurance
19 and/or deductibles and/or self-insured retentions or self-insured programs shall not
20 be construed as contributory.

21
22 e. If, during the term of this Agreement or any extension thereof, there is a material
23 change in the scope of services or performance of work the Risk Manager reserves
24 the right to adjust the types of insurance required under this Agreement and the
25 monetary limits of liability for the insurance coverages required herein, if, in the
26 AGENCY Risk Manager's reasonable judgment, the amount or type of insurance
27 carried by the CONSULTANT has become inadequate.
28

1 f. CONSULTANT shall pass down the insurance obligations contained herein to all
2 tiers of subconsultants working under this Agreement.

3 7. COOPERATION BY AGENCY: All information, data, reports, records, and
4 maps as are existing, available to the AGENCY and necessary for carrying out the work
5 described shall be furnished to CONSULTANT without charge by the AGENCY. The
6 AGENCY shall cooperate with CONSULTANT as appropriate to facilitate, without undue
7 delay, the work to be performed under this Agreement.

8
9 8. AUTHORITY OF CONSULTANT: CONSULTANT and its agents, servants,
10 employees and subcontractors shall act at all times in an independent capacity during the term
11 of this agreement, and shall not act as, and shall not be, nor shall they in any manner be
12 construed to be, agents, officers or employees of AGENCY, and further, CONSULTANT, its
13 agents, servants, employees and subcontractors, shall not in any manner incur or have the
14 power to incur any debt, obligation, or liability against the AGENCY.

15
16 9. TERMINATION: AGENCY may, by written notice to CONSULTANT,
17 terminate this Agreement in whole or in part at any time, with or without cause. Such
18 termination may be for AGENCY'S convenience or because of CONSULTANT'S failure to
19 perform its duties and obligations under this Agreement including, but not limited to, the failure
20 of CONSULTANT to timely perform Services.

21
22 9.1 Discontinuance of Services. Upon receipt of written Notice of
23 Termination, CONSULTANT shall discontinue all affected Services within seven (7) days of
24 receipt of the Notice, unless otherwise directed by the Notice, and deliver to the AGENCY all
25 data, estimates, graphs, summaries, reports, and other related materials as may have been
26 prepared or accumulated by CONSULTANT in performance of Services, whether completed or
27 in progress.
28

1 9.2 Effect of Termination For Convenience. If the termination is to be for the
2 convenience of the AGENCY, the AGENCY shall compensate CONSULTANT for Services
3 satisfactorily provided through the date of termination. Such payment shall include a pro-rated
4 amount of profit, if applicable, but no amount shall be paid for anticipated profit on
5 unperformed Services. CONSULTANT shall provide documentation deemed adequate by
6 AGENCY'S Representative to show the Services actually completed by CONSULTANT prior
7 to the date of termination. This Agreement shall terminate thirty (30) days following receipt by
8 the CONSULTANT of the written Notice of Termination.
9

10 9.3 Effect of Termination For Cause. If the termination is due to the failure
11 of CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be
12 compensated for those Services which have been completed and accepted by the AGENCY. In
13 such case, the AGENCY may take over the work and prosecute the same to completion by
14 contract or otherwise. Further, CONSULTANT shall be liable to the AGENCY for any
15 reasonable additional costs incurred by the AGENCY to revise work for which the AGENCY
16 has compensated CONSULTANT under this Agreement, but which the AGENCY has
17 determined in its sole discretion needs to be revised in part or whole to complete the Project.
18 Following discontinuance of Services, the AGENCY may arrange for a meeting with
19 CONSULTANT to determine what steps, if any, CONSULTANT can take to adequately fulfill
20 its requirements under this Agreement. In its sole discretion, AGENCY'S Representative may
21 propose an adjustment to the terms and conditions of the Agreement, including the contract
22 price. Such contract adjustments, if accepted in writing by the Parties, shall become binding on
23 CONSULTANT and shall be performed as part of this Agreement. In the event of termination
24 for cause, unless otherwise agreed to in writing by the parties, this Agreement shall terminate
25 seven (7) days following the date the Notice of Termination was mailed to the CONSULTANT.
26
27
28

1 Termination of this Agreement for cause may be considered by the AGENCY in determining
2 whether to enter into future agreements with CONSULTANT.

3 9.4 Cumulative Remedies. The rights and remedies of the parties provided in
4 this Section are in addition to any other rights and remedies provided by law or under this
5 Agreement.
6

7 10. CONFLICT OF INTEREST: CONSULTANT shall have no interest, and shall
8 not acquire any interest, direct or indirect, which will conflict in any manner or degree with the
9 performance of services required under this Agreement.

10 11. DESIGNATED REPRESENTATIVES: The following individuals are
11 designated as representatives of the AGENCY and CONSULTANT respectively to act as
12 liaison between the parties:
13

| 14 AGENCY | CONSULTANT |
|---|------------------------------|
| 15 Joaquin Tijerina, Project Manager | Tom Gaeto, RCE, President |
| 16 Redevelopment Agency for the County of Riverside | Construction Testing & |
| 17 44-199 Monroe Street | Engineering, Inc |
| Suite B | 1441 Montiel Road, Suite 115 |
| 18 Indio, CA 92201 | Escondido, CA 92026 |
| (760) 863-2537 | (760) 746-4955 |
| 19 (760) 863-2551 (FAX) | (760) 746-9806 (FAX) |

20 Any change in designated representatives shall be promptly reported to the other party in
21 order to ensure proper coordination

22 12. ASSIGNMENT: This Agreement shall not be assigned by CONSULTANT,
23 either in whole or in part, without prior written consent of AGENCY. Any assignment or
24 purported assignment of this Agreement by CONSULTANT without the prior written consent
25 of AGENCY will be deemed void and of no force or effect.
26

27 13. NONDISCRIMINATION: CONSULTANT shall ensure that there shall be no
28 discrimination against or segregation of any person, or group of persons, on account of sex,

1 marital status, race, religion, color, creed, national origin, ancestry, sex, physical condition or
2 age, in the performance of this Agreement and that CONSULTANT, Contractor, or any person
3 claiming under or through the AGENCY shall not establish or permit any such practice or
4 practices of discrimination or segregation.

5 14. ALTERATION: No alteration or variation of the terms of this Agreement shall
6 be valid unless made in writing and signed by the parties hereto, and no oral understanding or
7 agreement not incorporated herein shall be binding on any of the parties hereto.

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

12 16. CONFIDENTIALITY: CONSUTLANT shall observe all Federal, State and
13 AGENCY regulations concerning confidentiality of records. CONSULTANT shall refer all
14 requests for information to AGENCY.

15 17. WORK PRODUCT: All documents, reports, preliminary findings, or data
16 assembled or compiled by CONSULTANT under this Agreement shall become the property of
17 the AGENCY upon creation. The AGENCY reserves the right to authorize others to use or
18 reproduce such materials. Therefore, such materials shall not be circulated in whole or in part,
19 nor released to the public, without the direct authorization of the AGENCY Director or an
20 authorized designee.

21 18. JURISDICTION, VENUE, ATTORNEY'S FEES: This Agreement is to be
22 construed under the laws of the State of California. The parties agree to the jurisdiction and
23 venue of the appropriate courts in the County of Riverside, State of California. Should action
24

1 be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be
2 entitled to attorney's fees in addition to whatever other relief is granted.

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

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

13 21. ENTIRE AGREEMENT: This Agreement is intended by the Parties hereto as a
14 final expression of their understanding with respect to the subject matter hereof, and all prior or
15 contemporaneous agreements of any kind or nature relating to the same shall be deemed to be
16 merged herein. Any modifications to the terms of this Agreement must be in writing and signed
17 by the parties herein.

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

22 AGENCY:
23 Redevelopment Agency for the
24 County of Riverside
25 44-199 Monroe Street, #B
26 Indio, CA 92201
27 Attn: Joaquin Tijerina
28

CONSULTANT:
Construction Testing &
Engineering, Inc.
1441 Montiel Road
Escondido, CA 92026
Attn: Tom Gaeto

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first
2 above written.

3 **REDEVELOPMENT AGENCY FOR**
4 **THE COUNTY OF RIVERSIDE**

CONSTRUCTION TESTING &
ENGINEERING, INC.

5
6
7 By: _____

8 Marion Ashley, Chairman
9 Board of Directors

By: _____

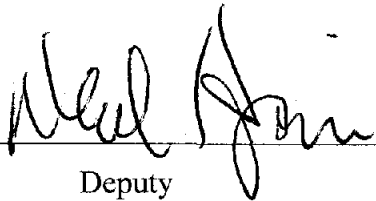
Tom Gaeto, President

10
11
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13
14 **APPROVED AS TO FORM:**

15 Pamela Walls, County Counsel

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

16
17
18 By:  _____

19 Deputy

By: _____

Deputy

EXHIBIT A



CONSTRUCTION TESTING & ENGINEERING, INC.

14538 MERIDIAN PARKWAY, SUITE A | RIVERSIDE, CA 92518 | (951) 571-4081 | FAX 951-571-4188

December 16, 2009

CTE PR No. 29170

Mr. Joaquin Tijerina
Riverside County EDA - Desert Office
44-199 Monroe Street, Suite B
Indio, CA 92201
Phone: 760.863.2537
Fax: 760.863.2551

PROPOSAL

**SUBJECT: PROPOSAL TO PROVIDE GEOTECHNICAL SERVICES,
MATERIALS AND SOILS LABORATORY TESTING, AND
SPECIAL INSPECTION SERVICES**

**PROJECT: THERMAL IMPROVEMENTS,
THERMAL, CALIFORNIA**

Dear Mr Tijerina,

Attached is our proposal to provide geotechnical, materials testing and special inspection services for the above project. Our estimate is based on review of the project plans.

We are fully capable of providing all of the proposed services from our facilities in Riverside County, California. While considering our proposal please keep in mind that all of our **rates include review and distribution of all reports. No additional charges for travel, mileage or administrative work will be added.**

The opportunity to present this proposal is appreciated and we look forward to working with you.

If you have any questions regarding this proposal or our capabilities, or suggestions on how we may better serve you, please contact me at (951) 571-4081 or (951) 552-5732.

Respectfully,

CONSTRUCTION TESTING & ENGINEERING, INC.

Tiffany Hilborn
Business Development

**Furnishing and Installing Drainage and Irrigation
Pipelines and Appurtenances**

Proposed Services:

| Service | Qty | Unit | Rate/Unit | Total |
|--|-----|-------|-----------|-----------------|
| Bid Item 3 Drainage Pipeline / Manholes | | | | |
| Materials Technician | 12 | hrs @ | \$67.50 | \$810 |
| Concrete Compression Tests | 9 | each@ | \$18 | \$162 |
| Sample Pick-Up | 3 | hrs @ | \$0 | \$0 |
| Soils Technician | 240 | hrs @ | \$67.50 | \$16,200 |
| PM/ Compaction Report | 24 | hrs @ | \$80 | \$1,920 |
| Lab Max Densities (Check Point) | 3 | each@ | \$75 | \$225 |
| | | | | \$19,317 |
| Bid Item 4 Drainage Pipeline | | | | |
| Abandon 14 - 18" Reinforced Concrete Pipeling by Crush in Place, Removal, followed by Compaction to 95% Minimum Density per approved plans. | | | | |
| Soils Technician | 128 | hrs @ | \$67.50 | \$8,640 |
| PM/ Compaction Report | 8 | hrs @ | \$80 | \$640 |
| Lab Max Densities (Check Point) | 2 | each@ | \$75 | \$150 |
| | | | | \$9,430 |
| Bid Item 4 Drainage Pipeline | | | | |
| Abandon 24" Reinforced Concrete Pipeling by Crush in Place, Removal, or Slurry Backfill, followed by Compaction to 95% Minimum Density per approved plans. | | | | |
| Soils Technician | 48 | hrs @ | \$67.50 | \$3,240 |
| PM/ Compaction Report | 4 | hrs @ | \$80 | \$320 |
| Lab Max Densities (Check Point) | 1 | each@ | \$75 | \$75 |
| | | | | \$3,635 |
| Bid Item 5 Irrigation Pipeline (18" PVC Pipeline) | | | | |
| Furnish and Install 18" PVC Pipeline, Fittings, Bends, connectors, Air Release, and Restrained Joints, per approved plans. | | | | |
| Soils Technician | 80 | hrs @ | \$67.50 | \$5,400 |
| PM/ Compaction Report | 8 | hrs @ | \$80 | \$640 |
| Lab Max Densities (Check Point) | 1 | each@ | \$75 | \$75 |
| | | | | \$6,115 |
| Bid Item 5 Irrigation Pipeline (12" PVC Pipeline) | | | | |
| Furnish and Install 12" PVC Pipeline, Fittings, Bends, connectors, Air Release, and Restrained Joints, per approved plans. | | | | |
| Soils Technician | 156 | hrs @ | \$67.50 | \$10,530 |
| PM/ Compaction Report | 16 | hrs @ | \$80 | \$1,280 |
| Lab Max Densities (Check Point) | 1 | each@ | \$75 | \$75 |
| | | | | \$11,885 |
| Bid Item 6 Irrigation Pipeline (14" & 20" Abandon Irrigation Pipeline) | | | | |
| Abandon 14" & 20" Reinforced Concrete Irrigation Pipeling by Crush in Place, Removal, or Slurry Backfill, followed by Compaction to 95% Minimum Density per approved plans | | | | |
| Soils Technician | 156 | hrs @ | \$67.50 | \$10,530 |
| PM/ Compaction Report | 16 | hrs @ | \$80 | \$1,280 |
| Lab Max Densities (Check Point) | 1 | each@ | \$75 | \$75 |
| | | | | \$11,885 |
| Bid Item 9 (Hardscapes) | | | | |
| Materials Technician | 40 | hrs @ | \$67.50 | \$2,700 |
| Concrete Compression Tests | 9 | each@ | \$18 | \$162 |
| Asphalic Paving Lab Tests | 1 | each@ | \$3,000 | \$3,000 |
| Sample Pick-Up | 4 | hrs @ | \$0 | \$0 |
| | | | | \$5,862 |
| Estimated Total for Proposed Services: | | | | \$68,129 |

Box Culvert (Cast In Place Culvert)

Proposed Materials Testing and Inspection Services:

| Service | Qty | Unit | Rate/Unit | Total |
|----------------------------------|-----|--------|-----------|----------|
| Concrete (Cast in Place Culvert) | 264 | hrs @ | \$67.50 | \$17,820 |
| Concrete Compression Tests | 90 | each @ | \$18 | \$1,620 |
| Sample Pickup | 8 | hrs @ | \$0.00 | \$0 |

Estimated Sub-Total Materials Testing and Inspection: \$ 19,440

Proposed Geotechnical Testing Services:

| Service | Qty | Unit | Rate/Unit | Total |
|---|-----|--------|-----------|----------|
| Soil Technician (Cast in Place Culvert) | 264 | hrs @ | \$67.50 | \$17,820 |
| Lab Maximum Density Test | 7 | each @ | \$175 | \$1,225 |
| Sr. Engineer Services | 65 | hrs @ | \$100 | \$6,500 |

Estimated Sub-Total Geotechnical Services: \$ 25,545

Estimated Total for Proposed Services \$ 44,985

TOTAL ESTIMATE FOR BOTH PROJECTS:

Furnishing and Installing Drainage, and Irrigation
Pipelines, and Appurtenances Project..... \$ 68,129.⁰⁰

Box Culvert (cast in place culvert) Project..... \$ 44,985.⁰⁰

ESTIMATED TOTAL FOR PROPOSED SERVICES \$113,114.⁰⁰