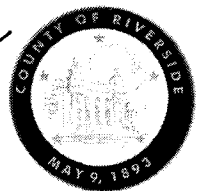


FORM APPROVED COUNTY COUNSEL
 BY: *M. L. Victor* 5/25/10
 DATE: MARSHA L. VICTOR

974C



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

FROM: Redevelopment Agency

SUBMITTAL DATE:
 May 26, 2010

SUBJECT: Big League Dreams Perris Valley Sports Park – Award of Construction Contract

RECOMMENDED MOTION: That the Board of Directors:

1. Make the following findings pursuant to Section 33445 of the Health and Safety Code:
 - a) Big League Dreams Perris Valley Sports Park (Project) is of primary benefit to the Romoland sub-area of the Interstate 215 Redevelopment Project Area (Project Area) by helping to eliminate physical blighting conditions within the project area by providing needed recreational facilities;
 - b) No other reasonable means of financing the cost of the Project are available because current economic conditions are such that general County revenues are insufficient to provide such facilities;

(Continued)

Robert Field

Robert Field
 Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 24,900,000	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

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: Yes

SOURCE OF FUNDS: Interstate 215 Corridor Redevelopment Project Area Capital Improvement Funds – Romoland Sub-Area	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
Jennifer V. Sargent
 BY: Jennifer V. Sargent

County Executive Office Signature

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

Reviewed by
 CIP TEAM
Christopher Hans

Prev. Agn. Ref.: 4.8 & 9.8 of 12/22/09; 3.54 & 4.5 of 1/15/08; 3.10 & 4.5 of 12/11/07 | District: 5 | Agenda Number:

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

4.1

RECOMMENDED MOTION: (Continued)

- c) The payments of funds for the cost of the Project is consistent with the Implementation Plan for the Project Area and is necessary to effectuate the purpose of the Project Area's Redevelopment Plan which calls for the elimination of blighting conditions within the Project Area by providing such improvements to the community and encouraging economic growth; and
2. Waive any minor irregularities, accept bid as responsive based on the Recommended Findings in Attachment "A", and award the construction contract to the low bidder Solpac Construction, Inc., dba Soltek Pacific Construction Company, in the amount of \$19,935,225 which includes bid alternate numbers 1,2,3,4,and 5;
 3. Authorize the Chairman to execute the contract documents on behalf of the Board;
 4. Approve and authorize the Chairman to execute the attached agreement with Moore Iacofano Goltsman, Inc. for construction administration services in the amount of \$394,193;
 5. Approve and authorize the Chairman to execute the attached agreement with GKK Works for construction management services, geotechnical materials testing, and special inspection services in the amount of \$521,385;
 6. Delegate authority to the Executive Director of the Redevelopment Agency or his designee for amendments up to 10% of the contract amount for the contracts with Moore Iacofano Goltsman, Inc. and GKK Works; and
 7. Approve the project budget of \$24,900,000.

BACKGROUND:

On December 22, 2009, the Board of Directors approved the plans and specifications for the Big League Dreams Perris Valley Sports Park (Project) located on a 35.45 acre site in the City of Perris, County of Riverside. The Project will consist of the following: six lighted softball/baseball fields, two outdoor arena-type soccer fields, a full service restaurant, snack bar, two tot-lot play areas, batting cages, two open turf areas, administrative offices, a maintenance building, parking, lighting, landscaping, and all necessary related improvements. Four of the six fields will be "replica" fields and are designed to look like scaled down versions of Dodger Stadium, Angel Stadium, Yankee Stadium, and Fenway Park. Primary access to the Project will be off of Trumble Road which is at ultimate width but will require driveway and median modifications. The Trumble Road median will be modified to accommodate a left turn lane on the southbound side. Sherman Road and Mapes Road will be widened to ultimate width with sidewalk, curb, and gutter improvements. A twelve inch recycled water line extension will be constructed along the Project frontage in Mapes Road and will provide the site with low-cost irrigation.

On April 13, 2009, 20 bids were received. Two bid protests were received from USS Cal Builders and Edge Development, Incorporated. A summary of the protests and the Agency's response to those protests can be found in Attachment "A" (Summary of Bid Protests and Recommended Findings).

The Agency and County Counsel have reviewed the protest information and conclude the protest issues do not warrant rejection of the low bidder and it is appropriate to proceed with the award to Solpac Construction, Incorporated. Therefore, it is recommended that the Board find that the low bid by Solpac Construction, Incorporated is responsive and award the construction contract to that company in the amount of \$19,935,225.

The Agency solicited proposals for construction management. Based on the proposals received, GKK Works was selected for construction management (includes geotechnical and special inspections). In addition, it is necessary to retain the services of Moore Iacofano Goltsman, Inc. for architectural construction administration services based on the fact that they were the lead consultant throughout the design and bidding phases. It is recommended the Board approve the contracts and adopt the project budget as follows:

Project Budget:

Construction	\$19,935,225
MSHCP Fees (35.45 acres)	\$233,864
Construction Management (GKK Works)	\$521,385
Construction Administration (MIG, Inc.)	\$394,193
Admin/Utility/Miscellaneous	\$924,780
FF&E	\$900,000
Contingency	\$1,993,522
Total	\$24,900,000

Attachments:

1. Attachment "A" - Summary Bid Protests and Recommended Findings

ATTACHMENT "A"

Big League Dreams Perris Valley Summary of Bid Protests and Recommended Findings

PROTEST	AGENCY RESPONSE	RECOMMENDED FINDINGS
<p>1. USS Cal Builders claimed Solpac failed to list subcontractors for several portions of the work required by the Bid Documents, including Fire Sprinklers, Synthetic Turf, Playground Rubber Surfacing, Ceramic Tiles, Epoxy Flooring, Roofing, Casework, and Acoustical Ceilings, thus violating the Designation of Subcontractor procedures.</p>	<p>Public Contract Code Section 4100 requires that bidders list all subcontractors who shall perform more than 1/2 of 1% of the work on the project. On the face of the bid there appears to be no compliance issues. It is inappropriate for USS Cal Builders to assume the portions of the work that were omitted are above the 1/2 of 1% of the bid. Agency and architect have reviewed the work and the subcontracts proposed and it is clearly possible that the work for the trades mentioned may be below 1/2 of 1%, or the work may be self-performed. Therefore, any issues which may arise are performance issues.</p>	<p>Bid is responsive. Agency will monitor performance to ensure compliance with all contract and Code requirements.</p>
<p>2. USS Cal Builders protests that Solpac does not have the specialty trade licenses required for the Synthetic Turf, Fire Sprinklers, and Roofing portions of the work. "Permitting Solpac to self perform trades that it does not have a license to perform while requiring other bidders to list specialty trade licensed subcontractors confers a benefit on Solpac not conferred on all other bidders.</p>	<p>As mentioned in #1, these portions of work may fall below the 1/2 of 1% threshold and are not required to be listed. In addition, a general contractor may perform work otherwise covered by a specialty license under the provisions of Business & Professions Code §7058(b). Given the number of trades involved in this project, the general contractor may perform some specialty work with its own forces. Furthermore, the same bid package was issued to all bidders, which is subject to the same codes and applies the same requirements to every bidder. Section §7058(b) applies equally to all contractors in terms of performing trade work on a project.</p>	<p>Bid is responsive. Agency will monitor performance to ensure compliance with all contract and Code requirements</p>

<p>3. Edge Development protested that Solpac failed to list subcontractors for the following portions of work: Ceramic Tile, Shade Structure, Synthetic Turf, and Rough Carpentry, and that these trades' values exceed 1/2 of 1%</p>	<p>Public Contract Code Section 4100 requires that bidders list all subcontractors who shall perform more than 1/2 of 1% of the work on the project. On the face of the bid there appears to be no compliance issues. It is inappropriate for Edge Development to speculate that the portions of the work that were omitted are above the 1/2 of 1% of the bid. Any general contractor may choose to split work differently which can affect the amount of the work given to any one subcontractor. Shade Structure in fact was listed on the bid documents.</p>	<p>Bid is responsive.</p>
<p>4. Edge Development stated that it is unlikely that Solpac employs the personnel trained to perform the installation of these trades. The specification section for Synthetic Turf requires said installer to submit a list of completed projects of similar magnitude and complexity over a two year period to be considered a qualified installer.</p>	<p>Edge Development is making an assumption that is not evident on the bid, and is not a question of responsiveness to the bid. It is up to the County to determine whether there is a lack of performance or breach of contract at that time.</p>	<p>Bid is responsive.</p>

AGREEMENT FORM

THIS AGREEMENT entered into this 12 day of MAY, 2010, by and between _____, hereinafter called the "Contractor" and the Redevelopment Agency for the County of Riverside, hereinafter called the "Owner".

WITNESSETH

That the parties hereto have mutually covenanted and agreed as follows:

CONTRACT: The complete Contract includes all of the Contract Documents, to wit: The Notice Inviting Bids, the Instructions to Bidders, the Contractor's Proposal, the Payment and Performance Bonds, the Plans and Specifications plus any Addenda thereto, the General Conditions, and this Agreement. All contract documents are intended to cooperate and be complementary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all contract documents.

STATEMENT OF WORK: The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor, and materials for the construction of:

Big League Dreams Perris Valley Sports Park in strict accordance with the plans and specifications dated, 2/16/2010, prepared by Moore Iacofano Goltsman, Inc., hereinafter called the "Architect", including Addenda thereto as listed in the Contractor's Proposal, all of which are made a part hereof.

TIME FOR COMPLETION: The work shall be commenced on a date to be specified in a written order of the Architect and shall be completed within **two hundred and seventy (270)** working days from and after said date. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence.

COMPENSATION TO BE PAID TO CONTRACTOR: The Owner agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in the General Conditions, the sum of Nineteen Million Nine Hundred Thirty Five Thousand Two Hundred and Twenty Five Dollars (\$19,935,225), being the Total Net Bid. Also known as base bid plus alternates 1-5.

The sum is to be paid according to the schedule as provided in the General Conditions.

Pursuant to Labor Code Section 1861, the Contractor gives the following certifications: I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workmen's' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement in 4 counterparts.

Type of Contractor's organization

If other than individual or corporation, list names of all members who have authority to bind firm.

IF OTHER THAN CORPORATION EXECUTE HERE

Attest: Firm Name _____

Signature _____

Address _____

Contractor's License No. _____

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation David A Carlin

Name of Secretary of Corporation Kevin Cammall

Corporation is organized under the laws of the state of California

Solpac Construction Inc dba.,
Firm Name Soltek Pacific Construction Company

Signature 

AFFIX
SEAL

Title of Office CEO

Address 2424 Congress St San Diego, Ca 92110

Contractor's License No. 886641

Attest:

Deputy


Owner

By

Seal

Chairman, Board of Directors

FORM APPROVED COUNTY COUNSEL

BY:  5/21/10
MARSHAL VICTOR DATE

1 immediate neighborhood in which the project is located; and

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

7 WHEREAS, the proposed services provided in this Agreement are necessary for
8 Construction Administration Services for the project in the City of Perris; and

9 WHEREAS, CONSULTANT has agreed to provide such services to AGENCY;
10 and

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

13 1. SCOPE OF SERVICES: CONSULTANT shall provide all services as
14 outlined and specified in Exhibit "A", consisting of THIRTEEN (13) page(s), attached
15 hereto and by this reference incorporated herein.

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

25 2. PERIOD OF PERFORMANCE: CONSULTANT shall commence
26 performance upon date of execution of this Agreement and complete performance
27 within two (2) years from said date. CONSULTANT will diligently and responsibly
28 pursue the performance of the services required of it by this Agreement through project

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

4 3. COMPENSATION: The AGENCY shall pay the CONSULTANT for
5 services performed and expenses incurred as follows:

6 3.1 AGENCY shall pay to Consultant for services performed and
7 expenses incurred in accordance with the Scope of Services set forth in Exhibit "A".
8 The total amount of compensation paid to Consultant under this Agreement shall not
9 exceed the sum of Three Hundred Ninety Four Thousand One Hundred Ninety Three
10 (\$394,193) dollars which includes reimbursable expenses estimated not to exceed
11 Twenty Six Thousand Five Hundred (\$26,500) dollars per Exhibit "A", unless a written
12 amendment to this Agreement is executed by both parties prior to performance of
13 additional services. AGENCY'S Executive Director shall be authorized to execute
14 amendments to this Agreement up to the amount of Thirty Nine Thousand Four
15 Hundred Nineteen (\$39,419) dollars in accordance with Section 14.

16 3.2 Reimbursable expenses are defined in Exhibit "A". No single
17 reimbursement shall exceed \$500.00 without the prior written consent of the Executive
18 Director (or designee).

19 3.3 Said compensation shall be paid in accordance with an invoice
20 submitted to AGENCY by Consultant within fifteen (15) days from the last day of each
21 calendar month, and AGENCY shall pay the invoice within thirty (30) working days from
22 the date of receipt of the invoice. Each invoice shall include the number of hours
23 expended by CONSULTANT'S staff as well as all hours expended by sub-
24 CONSULTANT'S staff. Invoices shall also include a status report that includes the
25 percentage of work completed.

26 4. INDEPENDENT CONSULTANT: AGENCY retains CONSULTANT on an
27 independent contractor basis. CONSULTANT is not, and shall not be considered to be
28 in any manner, an employee or agent of the AGENCY. Personnel performing the

1 Services under this Agreement on behalf of CONSULTANT shall at all times be under
2 CONSULTANT'S exclusive direction and control. CONSULTANT shall pay all wages,
3 salaries and other amounts due such personnel in connection with their performance of
4 Service and as required by law. CONSULTANT shall be responsible for all reports and
5 obligations respecting such personnel, including but not limited to, social security taxes,
6 income tax withholdings, unemployment insurance, and workers' compensation
7 insurance. CONSULTANT and its employees and agents shall maintain professional
8 licenses required by the laws of the State of California at all times while performing
9 services.

10 5. INDEMNITY AND HOLD HARMLESS: The CONSULTANT agrees to
11 and shall indemnify and hold harmless the AGENCY, its Districts, Departments and
12 Special Districts, their respective directors, officers, Board of Supervisors, elected and
13 appointed officials, employees, agents and representatives (hereinafter individually and
14 collectively referred to as "Indemnitees") from all liability, including, but not limited to,
15 loss, suits, claims, demands, actions, or proceedings to the extent caused by any
16 alleged or actual negligence, recklessness, willful misconduct, error or omission of
17 CONSULTANT, its directors, officers, partners, employees, agents or representatives
18 or any person or organization for whom CONSULTANT is responsible, arising out of or
19 from the performance of services under this Agreement

20 5.1 As respects each and every indemnification herein CONSULTANT
21 shall defend and pay, at its sole expense, all costs and fees including but not limited to
22 attorney fees, cost of investigation, and defense and settlements or awards against the
23 Indemnitees.

24 5.2 With respect to any action or claim subject to indemnification herein
25 by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use
26 counsel of their own choice and shall have the right to adjust, settle, or compromise
27 any such action or claim without the prior consent of AGENCY; provided, however, that
28 any such adjustment, settlement or compromise in no manner whatsoever limits or

1 circumscribes CONSULTANT'S indemnification to Indemnitees as set forth herein.

2 5.3 CONSULTANT's obligation hereunder shall be satisfied when
3 CONSULTANT has provided to Indemnitees the appropriate form of dismissal relieving
4 Indemnitees from any liability for the action or claim involved.

5 5.4 The specified insurance limits required in this Agreement shall in no
6 way limit or circumscribe CONSULTANT'S obligations to indemnify and hold harmless
7 Indemnitees from third-party claims.

8 5.5 In the event there is conflict between this clause and California Civil
9 Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782, this
10 clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not
11 relieve the CONSULTANT from indemnifying the AGENCY to the fullest extent allowed
12 by law.

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

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

24 6.2 Commercial General Liability: Commercial General Liability insurance
25 coverage, including but not limited to, premises liability, contractual liability, completed
26 operations, personal and advertising injury covering claims which may arise from or out
27 of CONSULTANT'S performance of its obligations hereunder. Policy shall name the
28 AGENCY, County of Riverside, special districts, their respective directors, officers,

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

6 6.3 Vehicle Liability: If CONSULTANT'S vehicles or mobile equipment
7 are used in the performance of the obligations under this Agreement, CONSULTANT
8 shall maintain liability insurance for all owned, non-owned or hired vehicles in an
9 amount not less than \$1,000,000 per occurrence combined single limit. If such
10 insurance contains a general aggregate limit, it shall apply separately to this agreement
11 or be no less than two (2) times the occurrence limit. Policy shall name the AGENCY,
12 County of Riverside, special districts, their respective directors, officers, Board of
13 Supervisors, elected officials, employees, agents, or representatives as an Additional
14 Insured.

15 6.4 Professional Liability: CONSULTANT shall maintain Professional
16 Liability Insurance providing coverage for performance of work included within this
17 Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and
18 \$2,000,000 annual aggregate. If CONSULTANT'S Professional Liability Insurance is
19 written on a claims made basis rather than an occurrence basis, such insurance shall
20 continue through the term of this Agreement. Upon termination of this Agreement or
21 the expiration or cancellation of the claims made insurance policy CONSULTANT shall
22 purchase at his sole expense either 1) an Extended Reporting Endorsement (also
23 known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a
24 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
26 continuous coverage with the same or original insurer. Coverage provided under
27 items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of
28 this Agreement.

1 6.5 General Insurance Provisions - All lines:

2 a. Any insurance carrier providing insurance coverage hereunder
3 shall be admitted to the State of California and have an A.M. BEST rating of not less
4 than an A: VIII (A: 8) unless such requirements are waived, in writing, by the AGENCY
5 Risk Manager. If the AGENCY'S Risk Manager waives a requirement for a particular
6 insurer such waiver is only valid for that specific insurer and only for one policy term.

7 b. The CONSULTANT'S insurance carrier(s) must declare its
8 insurance deductibles or self-insured retentions. If such deductibles or self-insured
9 retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall
10 have the prior written consent of the AGENCY Risk Manager before the
11 commencement of operations under this Agreement. Upon notification of deductibles or
12 self insured retentions which are deemed unacceptable to the AGENCY, at the election
13 of the AGENCY'S Risk Manager, CONSULTANT'S carriers shall either; 1) reduce or
14 eliminate such deductibles or self-insured retentions as respects this Agreement with
15 the AGENCY, or 2) procure a bond which guarantees payment of losses and related
16 investigations, claims administration, defense costs and expenses.

17 c. The CONSULTANT shall cause their insurance carrier(s) to furnish
18 the AGENCY with 1) a properly executed original Certificate(s) of Insurance and
19 certified original copies of Endorsements effecting coverage as required herein; or, 2) if
20 requested to do so orally or in writing by the AGENCY Risk Manager, provide original
21 Certified copies of policies including all Endorsements and all attachments thereto,
22 showing such insurance is in full force and effect. Further, said Certificate(s) and
23 policies of insurance shall contain the covenant of the insurance carrier(s) shall provide
24 no less than thirty (30) days written notice be given to the AGENCY prior to any
25 material modification or cancellation of such insurance, except ten (10) days notice for
26 non-payment of premium. In the event of a material modification or cancellation of
27 coverage, this Agreement shall terminate forthwith, unless the AGENCY receives, prior
28 to such effective date, another properly executed original Certificate of Insurance and

1 original copies of endorsements or certified original policies, including all endorsements
2 and attachments thereto evidencing coverages and the insurance required herein is in
3 full force and effect. Individual(s) authorized by the insurance carrier to do so on its
4 behalf shall sign the original endorsements for each policy and the Certificate of
5 Insurance. **CONSULTANT shall not commence operations until the AGENCY has**
6 **been furnished original Certificate (s) of Insurance and certified original copies**
7 **of endorsements or policies of insurance including all endorsements and any**
8 **and all other attachments as required in this Section.**

9 d. It is understood and agreed by the parties hereto and the
10 CONSULTANT'S insurance company(s), that the Certificate(s) of Insurance and
11 policies shall so covenant and shall be construed as primary insurance, and the
12 AGENCY'S insurance and/or deductibles and/or self-insured retentions or self-insured
13 programs shall not be construed as contributory.

14 e. If, during the term of this Agreement or any extension thereof,
15 there is a material change in the scope of services or performance of work the Risk
16 Manager reserves the right to adjust the types of insurance required under this
17 Agreement and the monetary limits of liability for the insurance coverages required
18 herein, if, in the AGENCY Risk Manager's reasonable judgment, the amount or type of
19 insurance carried by the CONSULTANT has become inadequate. Consultant may
20 terminate this Agreement if it deems that any increase in the amount of insurance
21 required herein is unreasonable.

22 f. CONSULTANT shall pass down the insurance obligations
23 contained herein to all tiers of sub consultants working under this Agreement.

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

1 8. AUTHORITY OF CONSULTANT: CONSULTANT and its agents,
2 servants, employees and sub consultants shall act at all times in an independent
3 capacity during the term of this agreement, and shall not act as, and shall not be, nor
4 shall they in any manner be construed to be, agents, officers or employees of
5 AGENCY, and further, CONSULTANT, its agents, servants, employees and sub
6 consultants, shall not in any manner incur or have the power to incur any debt,
7 obligation, or liability against the AGENCY.

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

13 9.1 Discontinuance of Services. Upon receipt of written Notice of
14 Termination and upon payment of fees and expense due, CONSULTANT shall
15 discontinue all affected Services within seven (7) days of receipt of the Notice, unless
16 otherwise directed by the Notice, and deliver to the AGENCY all data, estimates,
17 graphs, summaries, reports, and other related materials as may have been prepared or
18 accumulated by CONSULTANT in performance of Services, whether completed or in
19 progress.

20 9.2 Effect of Termination for Convenience. If the termination is to be
21 for the convenience of the AGENCY, the AGENCY shall compensate CONSULTANT
22 for Services satisfactorily provided through the date of termination. Such payment shall
23 include a pro-rated amount of profit, if applicable, but no amount shall be paid for
24 anticipated profit on unperformed Services. CONSULTANT shall provide
25 documentation deemed adequate by AGENCY'S Representative to show the Services
26 actually completed by CONSULTANT prior to the date of termination. This Agreement
27 shall terminate thirty (30) days following receipt by the CONSULTANT of the written
28 Notice of Termination.

1 9.3 Effect of Termination for Cause. If the termination is due to the
2 failure of CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT
3 shall be compensated for those Services which have been completed and accepted by
4 the AGENCY. In such case, the AGENCY may take over the work and prosecute the
5 same to completion by contract or otherwise. Further, CONSULTANT shall be liable to
6 the AGENCY for any reasonable additional costs incurred by the AGENCY to revise
7 work for which the AGENCY has compensated CONSULTANT under this Agreement,
8 but which the AGENCY has determined in its sole discretion needs to be revised in part
9 or whole to complete the Project. Following discontinuance of Services, the AGENCY
10 may arrange for a meeting with CONSULTANT to determine what steps, if any,
11 CONSULTANT can take to adequately fulfill its requirements under this Agreement. In
12 its sole discretion, AGENCY'S Representative may propose an adjustment to the terms
13 and conditions of the Agreement, including the contract price. Such contract
14 adjustments, if accepted in writing by the Parties, shall become binding on
15 CONSULTANT and shall be performed as part of this Agreement. In the event of
16 termination for cause, unless otherwise agreed to in writing by the parties, this
17 Agreement shall terminate seven (7) days following the date the Notice of Termination
18 was mailed to the CONSULTANT. Termination of this Agreement for cause may be
19 considered by the AGENCY in determining whether to enter into future agreements
20 with CONSULTANT.

21 9.4 Cumulative Remedies. The rights and remedies of the parties
22 provided in this Section are in addition to any other rights and remedies provided by
23 law or under this Agreement.

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

27 11. DESIGNATED REPRESENTATIVES: The following individuals are
28 designated as representatives of the AGENCY and CONSULTANT respectively to act

1 as liaison between the parties:

2 Redevelopment Agency
3 for the County of Riverside
4 Dominick Lombardi
5 Project Manager
6 3403 Tenth Street, Suite 500
7 Riverside, CA 92501
8 Phone: (951) 955-0911
9 Fax: (951) 955-4890
10 Email: dlombardi@rivcoeda.org

Moore Iacofano Goltsman, Inc.

Robert Echavarria
Project Manager
801 N. Harbor Blvd
Fullerton, CA 92832
Phone: (714) 871-3638
Fax: (714) 871-1188
Email: roberte@migcom.com

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

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

17 13. NONDISCRIMINATION: CONSULTANT shall ensure that there shall be
18 no discrimination against or segregation of any person, or group of persons, on
19 account of sex, marital status, race, religion, color, creed, national origin, ancestry, sex,
20 physical condition or age, in the performance of this Agreement and that
21 CONSULTANT, Contractor, or any person claiming under or through the AGENCY
22 shall not establish or permit any such practice or practices of discrimination or
23 segregation.

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

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

1 and licensed staff.

2 16. CONFIDENTIALITY: CONSULTANT shall observe all Federal, State and
3 AGENCY regulations concerning confidentiality of records. CONSULTANT shall refer
4 all requests for information to AGENCY.

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

11 18. JURISDICTION, VENUE, and ATTORNEY'S FEES: This Agreement is
12 to be construed under the laws of the State of California. The parties agree to the
13 jurisdiction and venue of the appropriate courts in the County of Riverside, State of
14 California. Should action be brought to enforce or interpret the provisions of the
15 Agreement, the prevailing party shall be entitled to attorney's fees in addition to
16 whatever other relief is granted.

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

23 20. NO RESPONSIBILITY FOR CONSTRUCTION MEANS OR METHODS:
24 Irrespective of any other term in this Agreement, CONSULTANT shall not control or be
25 responsible for construction means, methods, techniques, schedules, sequences or
26 procedures, or for construction safety, any other related programs, or for another
27 party's errors or omissions or for another party's failure to complete its work or services
28 in accordance with Consultant's documents.

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

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

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

13
14 Redevelopment Agency of the
15 County of Riverside
16 3403 Tenth Street, Suite 500
17 Riverside, CA 92501
18 Attn: Dominick Lombardi

Moore Iacofano Goltsman, Inc.
801 N. Harbor Blvd.
Fullerton, CA 92832
Attn: Robert Echavarria

19 IN WITNESS WHEREOF, the parties hereto have caused their duly
20 representatives to execute this Agreement.

21 **Redevelopment Agency for the**
22 **County of Riverside**

Moore Iacofano Goltsman, Inc.

23
24 _____
25 Marion Ashley
26 Chairman, Board of Directors

27 _____
28 Steve Lang
Principal

29 **APPROVED AS TO FORM:**
30 PAMELA WALLS
31 Agency Counsel

32 By: Marsha L. Vicior 5/21/10
33 Deputy **Marsha L. Vicior**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

By: _____
Deputy

S:\RDACOMDIS5\Romoland\Big League Dreams\10.0 Construction\MIG C.A\Agreement for Construction Admin Services-MIG V3.doc

Shared\Draft\Agreement-Template-007.doc

EXHIBIT "A"



MOORE JACOFANO GOLTSMAN INC.

April 20, 2010

Mr. Dominick Lombardi
Economic Development Agency
County of Riverside
1325 Spruce Street, Suite 400
Riverside, CA 92507

SUBJECT: PERRIS VALLEY BIG LEAGUE DREAMS SPORTS PARK -
CONSTRUCTION ADMINISTRATION SERVICES - REVISED

Dear Dominick,

As you requested, we are providing documentation for Construction Administrative Services for Perris Valley Big League Dreams. Fees associated with CA services are based on a Time and Material basis for a 13 month construction period and shall start upon given a notice to proceed from Riverside County EDA.

Fees totaling \$394,193 include MIG's fees, all consultants and applicable mark-ups (attached).

Fee Breakdown:

Guise & Associates:	\$15,380
LRA Engineers:	\$12,000
Walden & Associates:	\$55,000
Williams Irrigation:	\$4,000
<u>Pitassi Architects:</u>	<u>\$145,000</u>
Sub Consultants Total:	\$231,380
10% Mark-Up:	\$23,138
<u>MIG:</u>	<u>\$139,675</u>
Total Fees:	\$394,193

If you have any questions do not hesitate to call. Thank you.

Sincerely,

A handwritten signature in black ink that reads "Steve Lang". The signature is fluid and cursive, with the first name "Steve" and last name "Lang" clearly distinguishable.

Steve Lang, ASLA
Landscape Architect #1771
Principal
(with attachments)



MOORE IACOFANO GOLTSMAN, INC.

801 HARBOR BLVD.
FULLERTON, CA 92832

TEL 714/871-3638
FAX 714/871-1188
www.migcom.com

Perris Valley Big League Dreams

CONSTRUCTION ADMINISTRATION AND SUPPORT

Construction Administration:

- A. Attend construction meetings as required and requested by the County of Riverside (*once a week for 13 months = 56 meetings*)
- B. Visit the Construction Site at regular intervals to keep current on work in progress and if work conforms to contract drawings (*56 site visits total, as part of weekly construction meeting*)
- C. Provide written interpretation through Contractor Request for Information (RFI) of the landscape construction documents as required during the construction of the project.
- D. Keep detailed log of all RFI's submitted by Contractor.
- E. Keep the County and its representative informed of any construction issues in the work of the Contractor
- F. Review and approve Contractor's material submittals, shop drawings for compliance with construction documents. Approvals or rejections shall be documented.
- G. Keep detailed log of all material submittals and shop drawings.
- H. Provide drawing and specification Bulletins for contract drawing clarifications.
- I. Review the Contractor's work for compliance with construction documents.
- J. Assist the County and Big League Dreams' staff in selection of colors and materials.
- K. Participate in final walk-through and prepare final punch list of MIG designed items for Contractor's completion. (*2 site visits*)
- L. Review record Irrigation drawings where plans are revised or modified based on site record drawings prepared by and provided by the project Contractor. (As-Built drawings)
- M. Review record Civil and Electrical drawings where plans are revised or modified based on site record drawings prepared by and provided by the project Contractor. (As-Built drawings)

10/29/2009

- N. Review Tree Nursery stock at contractors selected nursery. Tag trees and inspect trees for consistency with drawings and specification.

Total hours based on 13 month construction period.

MIG PROFESSIONAL FEES

PHASE D – CONSTRUCTION OBSERVATION & SUPPORT.....\$128,175

REIMBURSEBLE EXPENSES.....\$11,500

TOTAL.....\$139,675



PITASSI ARCHITECTS, INC.

MEMORANDUM

DATE: January 15, 2010
TO: Robert Echavarria
MIG, Inc.
FROM: Peter J. Pitassi, AIA
SUBJECT: Big League Dreams (BLD), Perris Valley, CA. Amendment to our Agreement
to Provide Construction Administration Services.
This work shall be invoiced as PAI Job No. 08021C

Robert, this memo shall constitute an Amendment to our original Agreement providing Design services for the structures at BLD, Perris Valley.

This Amendment shall provide Construction Administration services as connected with the construction of the stadium club, administration building, concession building, and maintenance building.

Our services shall be as described within the attached Scope of Services.

These services shall be provided on a time and material basis per the attached Schedule A, dated January 2008 and not to exceed \$130,000.00. In addition, we shall have an allowance of \$15,000.00 for normal reimbursable expenses. These "not to exceed" and "allowance" amounts shall not be exceeded without the written approval of Riverside County EDA.

All other terms and conditions of our agreement shall remain in effect. This Amendment shall be invoiced under PAI job number 08021C.

Your signature on one copy of this memo shall serve as your acceptance. As always, thank you for your continued confidence.

PJP:cas
Attachment

Approved by:
MIG, Inc.

Robert Echavarria

Date



PITASSI ARCHITECTS, INC.

JANUARY 15, 2010

BIG LEAGUE DREAMS SPORTS PARK PERRIS, CA

As requested by MIG and the Owner, we shall provide Construction Administration services as described below. Our services will be provided in connection with the construction of the buildings designed by our firm and described within our Construction Documents. They shall include:

- A. The stadium club, a restaurant / food service building of approximately 14,825 s.f.
- B. An administration building of approximately 4,696 s.f.
- C. A pre-engineered maintenance building of approximately 2,560 s.f.
- D. A concession building of approximately 2,828 s.f.

SCOPE OF SERVICES

- A. Construction Administration relative to building improvements noted above and described in our Construction Documents:
 - 1. These services shall be provided for a 13 month period commencing with the issuance of the Owner's Notice to Proceed to the Contractor.
 - 2. We shall attend a preconstruction meeting, prepare minutes and distribute to the Owner and Contractor.
 - 3. We shall review and comment upon, and process RFI's, samples, shop drawings, and submittals as they apply to our Construction Documents.

4. The Architect shall provide weekly site visits in a coordinated schedule with the County's project manager, the construction manager, and officials from BLD. These meetings shall be provided in order to report upon the progress of the work and its conformance with the Contract Documents. We shall prepare field reports to document our observations.
5. We shall, if necessary, assist the County's project manager by the preparation of Construction Bulletins and review all change orders and change order requests.
6. We shall review and comment upon all contractor Requests for Payment.
7. We shall prepare a final "punch list" and assist in establishing a date of substantial completion.

PJP:cas



PITASSI ARCHITECTS, INC.

SCHEDULE A
January 2008

HOURLY RATE BILLING AND REIMBURSABLE EXPENSES

The compensation of Pitassi Architects, Inc. for the work done on the basis of salary cost times a factor, plus incurred expenses (which may be referred to as "Time and Materials" or "Standard Billing") will be the sum of the items set forth below:

A. PERSONAL SERVICES: (Hourly Rate Billing)

- | | |
|-----------------------------|-----------------|
| 1. Principal: | - \$215.00/Hour |
| 2. Project Architects: | - \$165.00/Hour |
| 3. Project Managers: | - \$145.00/Hour |
| 4. Senior Draftsmen: | - \$115.00/Hour |
| 5. Administrative/Clerical: | - \$80.00/Hour |

B. TRAVEL AND TRANSPORTATION EXPENSES:

1. Reimbursement for actual travel and subsistence expenses paid to, or on behalf of, employees and/or principals.

C. OUTSIDE SERVICES:

1. The cost of services and expenses charged to Pitassi Architects, Inc. by outside consultants, professional or technical firms engaged in connection with the project and not included within the scope of basic services at a rate of 1.10 times the invoice amount.

D. PRINTING:

1. The cost of reproduction work charged to Pitassi Architects, Inc. by outside sources, at a rate of 1.10 times the invoice amount.
2. Fifteen cents per letter-size xerox copy, twenty-five cents per legal-size xerox copy, and thirty cents per ledger-size xerox copy for reproductions made by Pitassi Architects, Inc.

E. MISCELLANEOUS EXPENSES:

1. The cost of materials, supplies and services, including communication expenses, procured by Pitassi Architects, Inc. from outside sources, at a rate of 1.10 times the invoice amount.
2. The cost of governmental fees and permits advanced by Pitassi Architects, Inc. at the rate of 1.10 times the invoice amount.
3. Facsimile communication made by Pitassi Architects, Inc., at the rate of one dollar per page, maximum five dollars per transmission.
4. All out-of-pocket expenses not included in Items A, B, C, or D will be included in this category.



2552 WHITE ROAD, SUITE B • IRVINE, CA 92614
949/660-0110 FAX: 949/660-0418
CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS

August 4, 2009

Mr. Robert Echavarria
MIG, Inc.
801 North Harbor Blvd.
Fullerton, Ca.

Re: Big League Dreams-Perris Valley
Change Order Request for Construction Phase Services

Dear Robert,

Pursuant to your request we have prepared this change order for the Construction Phase Services for the above referenced project. This work is in addition to the original scope of services contracted for; therefore, a change order is required for this supplemental work prior to proceeding.

Construction Phase Services:

Provide an allowance for Construction Phase Services as required for the project. This includes responding to RFI's, providing clarification of the drawings and field visits as needed. This also includes minor plan revisions due to field changes and preparation of as-built drawings based on contractor provided redline mark-ups at completion of project. This does not include construction staking, certification or site supervision of any nature. This allowance is based of the assumption of providing an average of 8 man hours per week throughout the duration of construction, which is assumed to be 13 months. It is understood that some weeks may require less time and others may require more time but for purposes of the change order we have assumed an average of 8 hours per week. This allowance is for budget purposes only and will be billed on an hourly basis for work as required.

Change Order Amount..... \$55,000.00

All conditions exclusions, assumptions and provisions not specifically modified herein shall remain in effect as per the original contract. Should you have any questions or comments please feel free to give me a call.

Sincerely,

David L. Bacon

David L. Bacon
Principal

BILL L. WILLIAMS
IRRIGATION CONSULTANT & DESIGN



2518 E. Roberta Dr. Orange, Ca 92869
CELL 714-309-9833, FAX 714-997-0344
e-mail: bill@williamsidc.com

July 30, 2009

MIG

801 No. Harbor Blvd.
Fullerton, Ca. 92832
Attn: Robert Echavarria

Re: Perris Valley Big League Dreams

CONSTRUCTION ADMINISTRATION AND SUPPORT

Construction Administration:

- A. Attend construction meetings as required and requested by the County of Riverside.
- B. Initial visit with landscape / irrigation contractor to discuss what I will be looking for, ie. Material compliance, head spacing, installation, trench depths, etc.
- C. Visit site, minimum 2 times, to see how installation conforms with design and specifications.
- D. Provide written responses for Information (RFI) through construction as required.
- E. Review and approve Contractor's material submittals', shop drawings for compliance with construction documents. Approvals and or rejections shall be documented.
- F. Provide drawing and specifications bulletins for contract drawing clarifications.
- G. Participate in final walk-through. Reviewing sprinkler coverage, equipment compliance, installation, etc.
- H. Review record drawings as prepared by the contractor showing changes to the original drawings. Prepare as built drawings based upon contractors information (As-Built drawings).

Respectfully
Bill Williams

Williams Irrigation Consulting & Design.

BILL L. WILLIAMS
IRRIGATION CONSULTANT & DESIGN



2518 E. Roberta Dr. Orange, Ca. 92869
CELL 714-309-9833, FAX 714-997-0344
e-mail: bwilliams@dslextrreme.com

November 2, 2007

MIG

801 No. Harbor Blvd.
Fullerton, Ca. 92832
Attn: Jim Pickel

Re: CO EDA BLD Perris Valley – Perris, California
Project # 05208.00

Our construction administration fees for the above referenced project would be based on our hourly fees of \$100 per hour plus mileage of \$.045/mile. This works out a follows:

Profession Fees as follows:

Construction Administration	RATE	MIN. HRS	
Minimum daily fees	\$ 100.00	40	\$ 4,000.00
TOTAL			\$ 4,000.00

Respectfully Submitted

Accepted By:

Bill Williams

GUISE & ASSOCIATES
Sports Turf Consulting

MIG Architects
801 N. Harbor Blvd
Fullerton, CA 92832
Attention: Robert Echavarria

August 8, 2009

Regarding: **SCOPE OF SERVICES – Riverside Co EDA BLD Perris Valley
#05208.00**

Dear Robert,

In follow up to our meeting, I am submitting our lump sum proposal for field design and plan development consulting for the project listed above. The services required of *Guise & Associates* are as follows:

CONSTRUCTION SERVICES

- | | |
|---|---------|
| • On-Site Inspections | \$5,600 |
| • Quality Control testing of drainage, rootzone and turfgrass materials at source locations prior to delivery to site.
\$140/hour @ 24 Hours | \$3,360 |
| • Inspections and reports as required: | |
| ○ Rootzone installation (16 hours) | \$2,240 |
| ○ Maintenance Inspections (Monthly) and reports (3 @ 4 Hours/ea) | \$1,680 |
| ○ Synthetic Turf Quality Control testing for Infill Materials | \$2,500 |

These services are listed for the anticipated scope of work to meet the project's overall budget and design needs as required by your firm. Please give me a call if you have any questions or need further clarification of the services listed.

Sincerely;
GUISE & ASSOCIATES

Stephen H. Guise
Agronomist



LRA ENGINEERS
Electrical Consulting Engineers

1471 Pomona Road, Unit E
Corona, California 92880
Tel: (951) 737-4569
Fax: (951) 737-5619

To: Robert Echavarria
Moore Iacofano Goltsman. Inc. (MIG)
801 North Harbor Blvd.
Fullerton, CA 92832

From: Cirilo (Reg) Regalado, Jr., P.E.

Date: September 3, 2009

Re: BLD Perris Valley
City of Perris, CA
Electrical Fee Proposal – Construction Support

Scope of Services:

1. Electrical construction support.
 - a. Review of electrical submittals.
 - b. Responses to RFI's.
 - c. Two site meetings
 - d. Final inspection and inspection report (punch list).

Compensation:

1. Fee:

a. Review of electrical submittals	\$ 4,800.00
b. Responses to RFI's	\$ 4,800.00
c. Two site meetings	\$ 800.00
c. Final inspection and punch list	\$ 1,600.00

Total \$ 12,000.00

1 **CONSULTING SERVICES AGREEMENT**
2 **FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE**
3 **BIG LEAGUE DREAMS PERRIS VALLEY PROJECT**
4 **BY AND BETWEEN THE**
5 **REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**
6 **AND GKK WORKS**

7 This Agreement is made and entered into this ____ day of _____, 2010, by
8 and between the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a
9 public body corporate politic in the State of California (hereinafter "AGENCY"), and GKK
10 WORKS (hereinafter "CONSULTANT").

11 WHEREAS, AGENCY is a redevelopment agency duly created, established and
12 authorized to transact business and exercise its powers, all under and pursuant to the
13 provisions of the Community Redevelopment law which is Part 1 of Division 24 of the
14 California Health and Safety Code (commencing with Section 33000 et seq.); and

15 WHEREAS, the Riverside County Board of Supervisors has adopted by
16 Ordinance No. 639, on December 23, 1986, and as amended by Ordinance No. 822
17 adopted June 16, 2002, a redevelopment plan for an area within the County of
18 Riverside known as the Romoland sub-area of the Interstate 215 Corridor
19 Redevelopment Project Area (hereinafter "PROJECT AREA"); and

20 WHEREAS, the Interstate 215 Corridor Redevelopment Plan (hereinafter
21 "PLAN") was adopted in order to eliminate blight and revitalize the substandard physical
22 and economic conditions that exist within the PROJECT AREA; and

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

26 WHEREAS, pursuant to Section 33445 of the California Health and Safety Code
27 stipulates that a redevelopment agency may assist in the construction of buildings,
28 facilities, structures, or other improvements that are of benefit to the project area or the
immediate neighborhood in which the project is located; and

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

5 WHEREAS, the proposed services of this Agreement include full-time
6 construction management services, attendance in meetings, development of materials
7 to assist the AGENCY with budget and schedule preparation, and to facilitate the
8 construction of the BIG LEAGUE DREAMS PERRIS VALLEY PROJECT (hereinafter
9 referred to as "PROJECT").

10 WHEREAS, the AGENCY has selected CONSULTANT to provide services
11 based on their established qualifications and fee schedule through a request for
12 proposals; and

13 WHEREAS, CONSULTANT has agreed to provide such services to AGENCY;
14 and

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

17 1. DESCRIPTION OF SERVICES: CONSULTANT shall provide all
18 equipment, facilities, transportation, labor, materials, and services for full-time
19 Construction Management and Materials Testing & Special Inspections necessary to
20 complete the PROJECT, and as described in Exhibit "A", attached hereto and
21 incorporated herein. CONSULTANT shall not be responsible for the adequacy or
22 accuracy of any part of the PROJECT design, but shall be responsible for monitoring,
23 administering, coordinating, and managing (construction management services) the
24 PROJECT in accordance with the California Building Code; PROJECT manuals,
25 construction plans and specifications; and as required by the County of Riverside and
26 other governmental agencies, laws and regulations.

27 1.1 Construction activities include, but are not limited to the following:
28 Six lit softball/baseball fields (four with replica walls) with stadium seating, two covered

1 artificial turf soccer fields, one 15,000 square foot stadium club restaurant, one 2,800
2 square foot snack bar/concession stand, one 4,700 square foot administrative building,
3 one 2,500 square foot maintenance building, two playground areas, one batting cage
4 area, a parking lot with 569 parking spaces, a tubular steel fence surrounding the
5 facility, an underground water quality infiltration system, and hardscape and landscape
6 throughout the site. On-site and off-site lighting will be installed throughout the
7 PROJECT. Sherman Road will be widened to ultimate width with installation of curb,
8 gutter, and sidewalk. Curb, gutter, and sidewalk will also be installed on Mapes Road
9 and the main entrances will be constructed along Trumble Road.

10 1.2 CONSULTANT represents and maintains that it is skilled in the
11 professional calling necessary to perform all services, duties and obligations required by
12 this Agreement to fully and adequately complete the PROJECT. CONSULTANT shall
13 perform the services and duties in conformance to and consistent with the standards
14 generally recognized as being employed by professionals in the same discipline in the
15 State of California. CONSULTANT further represents and warrants to the AGENCY that
16 it has all licenses, permits, qualifications and approvals of whatever nature are legally
17 required to practice its profession. CONSULTANT further represents that it shall keep
18 all such licenses and approvals in effect during the term of this Agreement.

19 2. PERIOD OF PERFORMANCE: CONSULTANT shall commence
20 performance upon issuance of a Notice to Proceed letter from AGENCY, and complete
21 performance throughout the established construction schedule of 270 working days,
22 Monday through Friday, approximately eight hours per day, for a total of 2,160 hours.
23 An additional 254 hours has been added if additional construction days are required for
24 a grand total of 2,414 hours as described in Exhibit "A", attached hereto and
25 incorporated herein. CONSULTANT will diligently and responsibly pursue the
26 performance of the services required of it by this Agreement through completion
27 (construction activities and construction schedule) unless the work is altered by written
28 amendment(s) pursuant to Section 14, or terminated as specified in Section 9. All

1 applicable indemnification provisions in this Agreement shall remain in effect following
2 the termination of this Agreement.

3 3. COMPENSATION: The County shall pay the Consultant for services
4 performed and expenses incurred as follows:

5 3.1 The AGENCY shall pay the CONSULTANT on an hourly basis for
6 time and material expenses, in accordance with the terms of this Agreement and Period
7 of Performance, for an amount not to exceed Five Hundred Twenty One Thousand
8 Three Hundred Eighty Five (\$521,385) dollars as set forth in Exhibit "A," attached hereto
9 and incorporated herein. This includes fees for Construction Management services as
10 well as Materials Testing and Special Inspection services. AGENCY'S Executive
11 Director or designee shall be authorized to execute amendments to this Agreement up
12 to the amount of Fifty Two Thousand One Hundred Thirty Eight (\$52,138) dollars in
13 accordance with Section 14. CONSULTANT agrees that all items described in Exhibit
14 "B" GKK General Conditions, are included in the compensation for services set forth
15 above and will not be considered a reimbursable expense nor reduce the proposed total
16 onsite hours as set forth in Section 2. CONSULTANT shall submit monthly invoices to
17 the AGENCY for progress payments based on work completed to date. The PROJECT
18 is a public works project and therefore subject to prevailing wage requirements.

19 3.2 Said compensation shall be paid in accordance with an invoice
20 submitted to AGENCY by CONSULTANT within fifteen (15) days from the last day of
21 each calendar month, and AGENCY shall pay the invoice within thirty (30) working days
22 from the date of receipt of the invoice. Payment requests shall be submitted on a
23 monthly basis utilizing a format acceptable to the AGENCY. Each invoice shall include
24 the number of hours expended by CONSULTANT'S staff as well as all hours expended
25 by sub-CONSULTANT'S staff for Materials Testing & Special Inspections. Invoices shall
26 also include a status report that includes the percentage of work completed.

27 4. INDEPENDENT CONSULTANT: AGENCY retains CONSULTANT on an
28 independent contractor basis. CONSULTANT is not, and shall not be considered to be

1 in any manner, an employee or agent of the AGENCY. Personnel performing the
2 services under this Agreement on behalf of CONSULTANT shall at all times be under
3 CONSULTANT'S exclusive direction and control. CONSULTANT shall pay all wages,
4 salaries and other amounts due such personnel in connection with their performance of
5 Service and as required by law. CONSULTANT shall be responsible for all reports and
6 obligations respecting such personnel, including but not limited to, social security taxes,
7 income tax withholdings, unemployment insurance, and workers' compensation
8 insurance. CONSULTANT and its employees and agents shall maintain professional
9 licenses required by the laws of the State of California at all times while performing
10 services.

11 5. INDEMNIFICATION: The CONSULTANT agrees to and shall indemnify
12 and hold harmless the County of Riverside, its Agencies, Districts, Departments and
13 Special Districts, their respective directors, officers, Board of Supervisors, elected and
14 appointed officials, employees, agents and representatives (hereinafter individually and
15 collectively referred to as "Indemnitees") from all liability, including, but not limited to
16 loss, suits, claims, demands, actions, or proceedings to the extent caused by any
17 alleged or actual negligence, recklessness, willful misconduct, error or omission of
18 CONSULTANT, its directors, officers, partners, employees, agents or representatives or
19 any person or organization for whom CONSULTANT is responsible, arising out of or
20 from the performance of services under this Agreement.

21 5.1 As respects each and every indemnification herein CONSULTANT
22 shall defend and pay, at its sole expense, all costs and fees including but not limited to
23 attorney fees, cost of investigation, and defense and settlements or awards against the
24 Indemnitees.

25 5.2 With respect to any action or claim subject to indemnification herein
26 by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel
27 of their own choice and shall have the right to adjust, settle, or compromise any such
28 action or claim without the prior consent of AGENCY; provided, however, that any such

1 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes
2 CONSULTANT'S indemnification to Indemnitees as set forth herein.

3 5.3 CONSULTANT'S obligation hereunder shall be satisfied when
4 CONSULTANT has provided to Indemnitees the appropriate form of dismissal relieving
5 Indemnitees from any liability for the action or claim involved.

6 5.4 The specified insurance limits required in this Agreement shall in no
7 way limit or circumscribe CONSULTANT'S obligations to indemnify and hold harmless
8 Indemnitees from third party claims.

9 5.5 In the event there is conflict between this clause and California Civil
10 Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782.
11 Such interpretation shall not relieve the CONSULTANT from indemnifying the AGENCY
12 to the fullest extent allowed by law.

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

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

24 6.2 Commercial General Liability: Commercial General Liability
25 insurance coverage, including but not limited to, premises liability, contractual liability,
26 completed operations, personal and advertising injury covering claims which may arise
27 from or out of CONSULTANT'S performance of its obligations hereunder. Policy shall
28 name the AGENCY, County of Riverside, special districts, their respective directors,

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

6 6.3 Vehicle Liability: If CONSULTANT'S vehicles or mobile equipment
7 are used in the performance of the obligations under this Agreement, CONSULTANT
8 shall maintain liability insurance for all owned, non-owned or hired vehicles in an
9 amount not less than \$1,000,000 per occurrence combined single limit. If such
10 insurance contains a general aggregate limit, it shall apply separately to this agreement
11 or be no less than two (2) times the occurrence limit.

12 6.4 Professional Liability: CONSULTANT shall maintain Professional
13 Liability Insurance providing coverage for performance of work included within this
14 Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and
15 \$1,000,000 annual aggregate. If CONSULTANT'S Professional Liability Insurance is
16 written on a claims made basis rather than an occurrence basis, such insurance shall
17 continue through the term of this Agreement. Upon termination of this Agreement or the
18 expiration or cancellation of the claims made insurance policy CONSULTANT shall
19 purchase at his sole expense either 1) an Extended Reporting Endorsement (also
20 known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a
21 retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3)
22 demonstrate through Certificates of Insurance that CONSULTANT has maintained
23 continuous coverage with the same or original insurer. Coverage provided under items;
24 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this
25 Agreement.

26 6.5 General Insurance Provisions - All lines:

27 a. Any insurance carrier providing insurance coverage
28 hereunder shall be admitted to the State of California and have an A.M. BEST rating of

1 not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the
2 AGENCY Risk Manager. If the AGENCY'S Risk Manager waives a requirement for a
3 particular insurer such waiver is only valid for that specific insurer and only for one
4 policy term.

5 b. The CONSULTANT'S insurance carrier(s) must declare its
6 insurance deductibles or self-insured retentions. If such deductibles or self-insured
7 retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall
8 have the prior written consent of the AGENCY Risk Manager before the
9 commencement of operations under this Agreement. Upon notification of deductibles or
10 self insured retentions which are deemed unacceptable to the AGENCY, at the election
11 of the AGENCY'S Risk Manager, CONSULTANT'S carriers shall either; 1) reduce or
12 eliminate such deductibles or self-insured retentions as respects this Agreement with
13 the AGENCY, or 2) procure a bond which guarantees payment of losses and related
14 investigations, claims administration, defense costs and expenses.

15 c. The CONSULTANT shall cause their insurance carrier(s) to
16 furnish the AGENCY with 1) a properly executed original Certificate(s) of Insurance and
17 certified original copies of Endorsements effecting coverage as required herein; or, 2) if
18 requested to do so orally or in writing by the AGENCY Risk Manager, provide original
19 Certified copies of policies including all Endorsements and all attachments thereto,
20 showing such insurance is in full force and effect. Further, said Certificate(s) and
21 policies of insurance shall contain the covenant of the insurance carrier(s) shall provide
22 no less than thirty (30) days written notice be given to the AGENCY prior to any material
23 modification or cancellation of such insurance. In the event of a material modification or
24 cancellation of coverage, this Agreement shall terminate forthwith, unless the AGENCY
25 receives, prior to such effective date, another properly executed original Certificate of
26 Insurance and original copies of endorsements or certified original policies, including all
27 endorsements and attachments thereto evidencing coverage's and the insurance
28 required herein is in full force and effect. Individual(s) authorized by the insurance

1 carrier to do so on its behalf shall sign the original endorsements for each policy and the
2 Certificate of Insurance.

3 d. It is understood and agreed by the parties hereto and the
4 CONSULTANT'S insurance company(s), that the Certificate(s) of Insurance and policies
5 shall so covenant and shall be construed as primary insurance, and the AGENCY'S
6 insurance and/or deductibles and/or self-insured retentions or self-insured programs
7 shall not be construed as contributory.

8 e. If, during the term of this Agreement or any extension
9 thereof, there is a material change in the scope of services or performance of work the
10 Risk Manager reserves the right to adjust the types of insurance required under this
11 Agreement and the monetary limits of liability for the insurance coverage's required
12 herein, if; in the AGENCY Risk Manager's reasonable judgment, the amount or type of
13 insurance carried by the CONSULTANT has become inadequate. CONSULTANT may
14 terminate this Agreement if it deems that any increase in the amount of insurance
15 required herein is unreasonable.

16 f. CONSULTANT shall pass down the insurance obligations
17 contained herein to all tiers of sub-consultants working under this Agreement

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

23 8. AUTHORITY OF CONSULTANT: CONSULTANT and its agents,
24 servants, employees and subcontractors shall act at all times in an independent
25 capacity during the term of this agreement, and shall not act as, and shall not be, nor
26 shall they in any manner be construed to be, agents, officers or employees of AGENCY,
27 and further, CONSULTANT, its agents, servants, employees and subcontractors, shall
28 not in any manner incur or have the power to incur any debt, obligation, or liability

1 against the AGENCY.

2 9. TERMINATION: AGENCY may, by written notice to CONSULTANT,
3 terminate this Agreement in whole or in part at any time, with or without cause. Such
4 termination may be for AGENCY'S convenience or because of CONSULTANT'S failure
5 to perform its duties and obligations under this Agreement including, but not limited to,
6 the failure of CONSULTANT to timely perform services.

7 9.1 Discontinuance of Services. Upon receipt of written Notice of
8 Termination, CONSULTANT shall discontinue all affected services within seven (7)
9 days of receipt of the Notice, unless otherwise directed by the Notice, and deliver to the
10 AGENCY all data, estimates, graphs, summaries, reports, and other related materials
11 as may have been prepared or accumulated by CONSULTANT in performance of
12 services, whether completed or in progress.

13 9.2 Effect of Termination For Convenience. If the termination is to be
14 for the convenience of the AGENCY, the AGENCY shall compensate CONSULTANT
15 for services satisfactorily provided through the date of termination. Such payment shall
16 include a pro-rated amount of profit, if applicable, but no amount shall be paid for
17 anticipated profit on unperformed services. CONSULTANT shall provide documentation
18 deemed adequate by AGENCY'S Representative to show the services actually
19 completed by CONSULTANT prior to the date of termination. This Agreement shall
20 terminate thirty (30) days following receipt by the CONSULTANT of the written Notice of
21 Termination.

22 9.3 Effect of Termination For Cause. If the termination is due to the
23 failure of CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT
24 shall be compensated for those services which have been completed and accepted by
25 the AGENCY. In such case, the AGENCY may take over the work and prosecute the
26 same to completion by contract or otherwise. Further, CONSULTANT shall be liable to
27 the AGENCY for any reasonable additional costs incurred by the AGENCY to revise
28 work for which the AGENCY has compensated CONSULTANT under this Agreement,

1 but which the AGENCY has determined in its sole discretion needs to be revised in part
2 or whole to complete the PROJECT. Following discontinuance of services, the
3 AGENCY may arrange for a meeting with CONSULTANT to determine what steps, if
4 any, CONSULTANT can take to adequately fulfill its requirements under this
5 Agreement. In its sole discretion, AGENCY'S Representative may propose an
6 adjustment to the terms and conditions of the Agreement, including the contract price.
7 Such contract adjustments, if accepted in writing by the Parties, shall become binding
8 on CONSULTANT and shall be performed as part of this Agreement. In the event of
9 termination for cause, unless otherwise agreed to in writing by the parties, this
10 Agreement shall terminate seven (7) days following the date the Notice of Termination
11 was mailed to the CONSULTANT. Termination of this Agreement for cause may be
12 considered by the AGENCY in determining whether to enter into future agreements with
13 CONSULTANT.

14 9.4 Cumulative Remedies. The rights and remedies of the parties
15 provided in this Section are in addition to any other rights and remedies provided by law
16 or under this Agreement.

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

20 11. DESIGNATED REPRESENTATIVES: The following individuals are
21 designated as representatives of the AGENCY and CONSULTANT respectively to act
22 as liaison between the parties:

23 **AGENCY**

24 Dominick Lombardi
25 Project Manager
26 Redevelopment Agency
27 for the County of Riverside
1325 Spruce St., Ste. 400
28 Phone: (951) 955-8916
Fax: (951) 955-6686

CONSULTANT

Rob Good, Project Manager
GKK WORKS
2355 Main Street, Suite 220
Irvine, CA 92614
Phone: (949) 250-1500
Fax: (949) 955-2708

1 Any change in designated representatives shall be promptly reported to the other
2 party in order to ensure proper coordination of the PROJECT.

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

7 13. NONDISCRIMINATION: CONSULTANT shall ensure that there shall be
8 no discrimination against or segregation of any person, or group of persons, on account
9 of sex, marital status, race, religion, color, creed, national origin, ancestry, sex, physical
10 condition or age, in the performance of this Agreement and that CONSULTANT,
11 Contractor, or any person claiming under or through the AGENCY shall not establish or
12 permit any such practice or practices of discrimination or segregation.

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

17 15. LICENSE AND CERTIFICATION: CONSULTANT verifies upon execution
18 of this Agreement, possession of a current and valid license in compliance with any
19 Local, State, and Federal laws and regulations relative to the scope of services to be
20 performed within this Agreement, and that services(s) will be performed by properly
21 trained and licensed staff.

22 16. CONFIDENTIALITY: CONSULTANT shall observe all Federal, State and
23 AGENCY regulations concerning confidentiality of records. CONSULTANT shall refer
24 all requests for information to AGENCY.

25 17. WORK PRODUCT: All documents, reports, preliminary findings, or data
26 assembled or compiled by CONSULTANT under this Agreement shall become the
27 property of the AGENCY upon creation. The AGENCY reserves the right to authorize
28 others to use or reproduce such materials. Therefore, such materials shall not be

1 circulated in whole or in part, nor released to the public, without the direct authorization
2 of the AGENCY Executive Director or an authorized designee.

3 18. JURISDICTION, VENUE, ATTORNEY'S FEES: This Agreement is to be
4 construed under the laws of the State of California. The parties agree to the jurisdiction
5 and venue of the appropriate courts in the County of Riverside, State of California.
6 Should action be brought to enforce or interpret the provisions of the Agreement, the
7 prevailing party shall be entitled to attorney's fees in addition to whatever other relief is
8 granted.

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

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

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

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

26 Mail, postage prepaid:

27 //

28 //

1 **Redevelopment Agency for the**
2 **County of Riverside**
3 3403 Tenth Street, Suite 500
4 Riverside, CA 92501
5 Attn: Tony Resendez

GKK WORKS
2355 Main Street, Suite 220
Irvine, CA 92614
Attn: Rob Good

6 IN WITNESS WHEREOF, the parties hereto have caused their duly
7 representatives to execute this Agreement.

8 **Redevelopment Agency for the**
9 **County of Riverside**

GKK WORKS

10
11 _____
12 MARION ASHLEY
13 Chairman, Board of Directors

14 _____
15 CHARLIE MERRICK
16 Vice President, Construction Services

17 **APPROVED AS TO FORM:**
18 PAMELA WALLS
19 Agency Counsel

20 By Marsha L. Victor 5/21/10
21 Deputy Marsha L. Victor

22 **ATTEST:**
23 KECIA HARPER-IHEM
24 CLERK OF THE BOARD

25 By _____
26 Deputy

27 S:\RDACOMDIS\Romoland\Big League Dreams\10.0 Construction\Construction Management\Agreement\CM GKK Works Agreement V3.doc

EXHIBIT "A"

Exhibit A

Scope of Work

Construction Management (CM) Services for the Big League Dreams Perris Valley Sports Park Project

Construction Phase –

Conduct Pre-Construction Meeting – CM to conduct a team meeting to establish ground rules for the Contractor and discuss the roles and responsibilities of the project team. Activities include preparation of meeting agenda, minutes, meeting coordination, and prepare and monitor action items.

Construction Documentation – Log submittals, RFIs, field information requests, contract change orders, and all project correspondence on behalf of Owner. Log and track all correspondence electronically.

Scheduling – Review, analyze, and evaluate the Contractor's baseline schedule and monthly updates.

Cost Control – Monitor, update, and forecast budget, cost, and cash flow.

Change Orders – Proactively identify and anticipate potential problems in order to minimize changes. Recommend unavoidable changes for approval to the Owner with all necessary support data. Review and evaluate the Contractor's Requests for Changes. Negotiate with Contractors, prepare Change Orders, and maintain Change Order log.

Inspection and Quality Control – Perform periodic field inspections to verify that the work is in general compliance with the documents and meets general functional and regulatory requirements.

Safety Program – Verify that the Contractor has a Health and Safety Plan developed for the project as required by the documents.

Utility Coordination – Proactively monitor Contractor's effort to coordinate with the utility agencies for the service hook-ups to minimize impact on the construction progress.

Record Project Progress – Prepare and maintain daily inspection reports, observing the construction progress, critical activities, work force allocation and on-site equipment.

Progress meetings – Conduct weekly on-site progress meetings with Contractor, Design Team, subcontractors, Owner, and other entities involved with the project to discuss items such as process, procedures, progress, problems and scheduling. Prepare and distribute agenda and minutes.

Materials Testing & Special Inspection – Conduct all Quality Assurance materials testing and special inspections for the project as required in the Contract Documents. Keep log of non-compliance and corrective action items. Keep record of source testing, material testing, and assurance testing.

Record Maintenance – Maintain a record set of all contracts, drawings, specifications, addenda, change orders, and other modifications. Include photographic record as well.

EXHIBIT "A"

Inspection of Work – Determine the Contractor is performing work in accordance with the requirements of the contract documents. Maintain log of deficiencies in the work and notify Owner.

Payment Processing – Review Contractor's progress and final payment applications and make recommendation to the Owner for payments.

Status Report – Provide monthly status reports to the Owner.

As-Built Plans – Verify the Contractor is maintaining redlined as-built plans throughout construction and ensure plans are submitted to Owner at project completion.

Post-Construction Phase

Substantial Completion – Coordinate with the Owner in determining if Contractor is substantially complete. Coordinate and conduct the punchlist inspection with Owner and design team. Coordinate and facilitate deliverables from Contractor to Owner including Operations & Maintenance manuals, attic stock, keys, warranty data, affidavits, bonds, and waivers. Ensure all start-up and training requirements are facilitated with Owner.

Final Completion – Coordinate final inspection with Owner and design team. Prepare and propose final estimates to Owner. Obtain from Contractor and review all lien releases, final payment application (and/or retention release), occupancy permits from jurisdictional Fire Department, Health Department and Building and Safety Departments and forward to Owner.

EXHIBIT "A"

Exhibit A

Scope of Work

Geotechnical Monitoring, Construction Inspection and Materials Testing Services for the Big League Dreams Perris Valley Sports Park Project

Subcontractor shall provide all necessary labor, material, equipment, supplies, and supervision required to complete The Work in accordance with the project plans, specifications, instructions, and requirements of the Prime Contract Documents, as more particularly, but not exclusively, specified in:

1. Review plans, specifications, soils report and other contract documents
2. Observe bottom of footings, excavations, and trenches
3. Perform periodic site visits and observations for quality control purposes
4. Observe and test compaction during grading operations, including removal and re-compaction of fills and trench backfilling. Test methods to include sand cone method (ASTM D 1556) and/or Nuclear Gage (ASTM D 2922)
5. Document removal and re-compaction test areas and depths.
6. Provide on-site compaction testing for Asphaltic Concrete (AC) paving
7. Observe and test compaction of subgrades and/or subbases to receive Asphaltic Concrete or Portland Cement Concrete paving
8. Performed required laboratory tests on retained samples from on-site and/or imported materials for fill placement as required. Tests include: R-Value, Corrosivity, Expansion Index, Maximum Dry Density, Moisture Content
9. Observe, inspect, sample, and test all structural concrete
10. Observe, inspect, sample, and test all concrete masonry units
11. Observe and inspect all reinforcing steel
12. Observe and inspect all structural steel erection
13. Observe and inspect all structural steel welding and high-strength bolting
14. Prepare and provide a Final Inspection Report as well as all testing and observation reports
15. Attend pre-construction and progress meetings as necessary

EXHIBIT "A"

ENVIRONMENTAL TECHNICAL SERVICES, LC

835 Herricksville Rd.
Tekonsha, MI 49092

To: Bidding Contractor(s)

8 April 2010

RE: Rootzone Testing Proposal, New Perris BLD project

Per the scope of services for the project, the cost for testing in the above referenced project breaks down as follows:

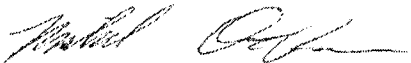
- | | |
|--|---------|
| • 1 Test for submittal rootzone and aggregate
additional submittals will be additional charge | \$640 |
| • 22 Rootzone QC tests (\$240 each) | \$5,280 |
| • 12 Aggregate/gravel QC tests (\$240 each) | \$2,880 |

Total testing costs: \$8,800.00

Any additional tests (retests) that may be needed will be billed separately on a per unit basis.

Thanks for your consideration of our services for this project. We look forward to meeting your submittal, calibration and QC testing needs.

Sincerely,



Michael DePew
Sports Turf Agronomist

EXHIBIT "A"



Riverside County EDA
Big League Dreams Perris Valley Sports Park

FEE SCHEDULE

Construction Management Services gkkworks	\$ 372,785.00
Testing and Inspections TBD	\$ 148,600.00
Total	\$ 521,385.00

EXHIBIT "B"

GKK GENERAL CONDITIONS

Schedule Duration: 13.0 months
 Approximate Direct Cost: \$0
 Bid Date:

Big League Dreams

General Conditions - Summary

General Conditions - Detail

Code	Description	Qty	Unit	LABOR			MATERIAL		SUB-TRADE		TOTAL
				Prod	Hours	Rate	Total	Unit Price	Total	Unit Price	
#REF!	#REF!										
	Job office trailer rental	13	mos	0	0	\$ 45.00	0	0	0	0	0
	In / out / hold downs / fall stop	1	ls	0	0	\$ 45.00	0	0	0	0	0
	Joboffice security	0	mos	0	0	\$ 45.00	0	0	0	0	0
	Jobsite move-in / move-out	0	ls	40	0	\$ 45.00	0	0	0	0	0
	Owner / Inspector trailer rental	13	mos	0	0	\$ 45.00	0	0	0	0	0
	In / out / hold downs / fall stop	0	ls	0	0	\$ 45.00	0	0	0	0	0
	Joboffice security	13	mos	0	0	\$ 45.00	0	0	0	0	0
	Storage Container - material samples	13	mos	0	0	\$ 45.00	0	0	0	0	0
	Special scaffolding / shoring	0	ls	0	0	\$ 45.00	0	0	0	0	0
	Temp buildings, compounds, sheds	13	mos	0	0	\$ 45.00	0	0	0	0	0
	Misc IT Support	13	mos	0	0	\$ 46.00	0	0	150	1,950	1,950
	Equipment rentals	0	ls	0	0	\$ 45.00	0	0	0	0	0
	SWPPP design	0	ls	0	0	\$ 45.00	0	0	0	0	0
	Sandbags, maintenance, remove	13	mos	0	0	\$ 45.00	0	0	0	0	0
	Vehicle maintenance/gas	13	mos	0	0	\$ 45.00	0	0	0	0	0
	Trucking, transportation	13	mos	0	0	\$ 45.00	0	0	0	0	0
	Temporary stairs / ladders	1	ls	0	0	\$ 45.00	0	0	0	0	0
	Temporary ramps / roads	0	ea	8	0	\$ 45.00	0	0	800	10,400	10,400
	Winter weather	0	ls	0	0	\$ 45.00	0	0	0	0	0
	Rain water pumping	0	ls	24	0	\$ 45.00	0	0	0	0	0
	Job signs	1	ls	0	0	\$ 45.00	0	0	0	0	0
	Dust control	13	mos	0	0	\$ 45.00	0	0	2,000	2,000	2,000
	Electrical cords	13	mos	0	0	\$ 45.00	0	0	0	0	0
	Small tools	13	mos	0	0	\$ 45.00	0	0	0	0	0
	#REF!			0	0	\$ 45.00	0	0	100	1,300	1,300
											\$ 18,100

Code	Description	Qty	Unit	LABOR			MATERIAL		SUB-TRADE		TOTAL
				Prod	Hours	Rate	Total	Unit Price	Total	Unit Price	
#REF!	#REF!										
	Install & dismantle man lift	0	ls	0	0	\$ 45.00	0	0	0	0	0
	Install, dismantle gates	0	ls	0	0	\$ 45.00	0	0	0	0	0
	Man lift - rental	13	mos	0	0	\$ 45.00	0	0	0	0	0
	Man lift - operator	13	mos	0	0	\$ 45.00	0	0	0	0	0
	Misc. hoisting, cranes, fork lift	13	ls	0	0	\$ 45.00	0	0	0	0	0

