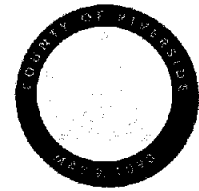


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

223



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
June 16, 2011

**SUBJECT:** Perris Valley Aquatic Center Design-Build Contract Award

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Adopt a Mitigated Negative Declaration and Mitigation Monitoring Program for the Environmental Assessment No. ED1508500610 based on the findings incorporated in the Initial Study and the conclusion that the project will not have a significant impact on the environment;
2. Approve Addenda 1 thru 4 issued during the bid period;
3. Approve and authorize the Chairman to execute the attached Construction Management agreement with GKK Works in the amount of \$922,870;

(Continued)

Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 25,000,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

**COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No**

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

**C.E.O. RECOMMENDATION:** APPROVE

BY:   
Elizabeth J. Olson

**County Executive Office Signature**

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: Samuel Wong 6/22/11  
 SAMUEL WONG  
 DATE: 6/22/11  
 FORM APPROVED COUNTY COUNSEL  
 BY: MARSHAL L. VICTOR  
 DATE: 6/22/11

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

**RECOMMENDED MOTION (Continued):**

4. Approve and authorize the Chairman to execute the attached Geotechnical and Special Inspections agreement with CTE, Inc. in the amount of \$175,000;
5. Approve and authorize the Chairman to execute the attached Labor Compliance agreement with Alliant Consulting, Inc. in the amount of \$37,620;
6. Approve and authorize the Chairman to execute the attached design-build agreement with T. B. Penick & Sons, Inc. for design and construction in the amount of \$22,292,879; and
7. Approve the project budget of \$25,000,000.

**BACKGROUND:**

The Riverside County Economic Development Agency (EDA) is proposing to develop an aquatic project located in Perris next to the Perris Valley Big League Dreams Facility and based on the existing Jurupa Valley Aquatic Center. This LEED-certified Project (Leadership in Environmental Efficiency and Design) would consist of an approximately 11,000 square foot administration and operations building, 220 parking spaces, 50 meter by 35 meter competition pool, lazy flow river, wave rider, children's water playground area, and three water slides with a recreational pool.

Tubular steel fencing or something similar will surround the facility. The facility will include grass areas for seating, stadium seating, lighting, concession stand/fast food franchise, multiple picnic areas with permanent shade structures and all necessary, related improvements. Sidewalk, curb and gutter will be installed on Trumble Road and Sherman Road to Vista Road. It will provide the residents of Romoland an opportunity for recreational activities that are essential to the redevelopment of the Project Area. The Project will assist in the elimination of economic blighting conditions within the I-215 Corridor Project Area by creating a large number of full-time jobs and fostering the economic development of the surrounding community of Romoland and the Cities of Perris and Menifee

On March 29, 2011, the Board of Supervisors consented to the use of Redevelopment funds for the Perris Valley Aquatic Center and made the appropriate findings. Also on that day, the Board of Directors for the Redevelopment Agency for the County of Riverside (RDA) approved the use of those Redevelopment funds for the design and construction of the proposed Perris Valley Aquatic Center Project. Concurrent with that request, the Board of Supervisors held a public hearing pursuant to Health and Safety Code Section 33679 to consent to the use of tax increment financing for the project.

Redevelopment tax increment funds will be used for the project designed and constructed by the Economic Development Agency (EDA) as prescribed in the Cooperative Agreement between the EDA and the RDA approved by the Board of Directors on May 3, 2011. The project budget includes allowances totaling \$450,000; \$150,000 for unforeseen off site development issues, \$150,000 for unforeseen environmental issues, and \$150,000 for unknown soil conditions. These will be included in the design-build contract.

(Continued)

**BACKGROUND:** (Continued)

Staff prepared an Initial Study to assess the potential environmental effects of the project. The Initial Study indicated all issues of environmental concern can be adequately mitigated to a level of published in the Press Enterprise newspaper in accordance with State CEQA Guidelines. A summary report for the project was prepared and available for review and noticed in the Press Enterprise as required by Health and Safety Code 33679.

On June 13, 2011, the Agency selected T. B. Penick & Sons, Inc. as the design-build team for the Perris Valley Aquatic Center Project. It is recommended that the Board approve the recommended motions and adopt the project budget as follows:

**Project Budget:**

Construction & Design	\$22,292,879
MSHCP Fees	\$ 50,000
Utility Fees/Miscellaneous	\$ 150,000
Construction Management	\$ 922,870
Labor Compliance	\$ 37,620
Inspections	\$ 240,000
FF&E	\$ 100,000
Contingency	\$ 1,006,631
Project Management	\$ 200,000
<b>Total</b>	<b>\$25,000,000</b>

**ATTACHMENTS:**

1. Construction management agreement with GKK Works
2. Geotechnical & inspections agreement with CTE, Inc.
3. Labor compliance agreement with Alliant Consulting, Inc.
4. Design-build agreement with T.B. Penick & Sons, Inc.
5. Final initial study – Perris Valley Aquatic Center; and
6. Notice of Determination

1 **CONSULTING SERVICES AGREEMENT**  
2 **FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE**  
3 **PERRIS VALLEY AQUATIC CENTER PROJECT**  
4 **BY AND BETWEEN THE**  
5 **THE COUNTY OF RIVERSIDE**  
6 **AND GKK WORKS**

7 This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by  
8 and between the COUNTY OF RIVERSIDE, on behalf of the Economic Development  
9 Agency (EDA), a political subdivision of the State of California, herein referred to as  
10 ("COUNTY"), and GKK WORKS, duly licensed as an Architect and/or Architectural  
11 Professional Corporation under the laws of the State of California, herein referred to as  
12 ("CONSULTANT").

13 **WHEREAS**, the current proposed site for the PERRIS VALLEY AQUATIC  
14 CENTER will provide essential and necessary recreational services for the growing  
15 community of Romoland, City of Perris, and City of Menifee;

16 **WHEREAS**, COUNTY staff issued a Request for Qualifications (RFQ) for  
17 construction management services and received ten (10) responses from construction  
18 management firms;

19 **WHEREAS**, COUNTY staff have reviewed all proposals submitted and have  
20 chosen GKK WORKS to provide construction management services based on their  
21 established qualifications and fee schedule through a request for proposals;

22 **WHEREAS**, the CONSULTANT has experience with similar projects both in size  
23 and scope;

24 **WHEREAS**, the proposed services of this Agreement include full-time  
25 construction management services, attendance in meetings, development of materials  
26 to assist the COUNTY with budget and schedule preparation, and to facilitate the  
27 construction of the PERRIS VALLEY AQUATIC CENTER PROJECT (hereinafter  
28 referred to as "PROJECT").

**WHEREAS**, the COUNTY has selected CONSULTANT to provide services

1 based on their established qualifications and fee schedule through a request for  
2 proposals; and

3 **WHEREAS**, CONSULTANT has agreed to provide such services to COUNTY;  
4 and

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

7 1. DESCRIPTION OF SERVICES: CONSULTANT shall provide all  
8 equipment, facilities, transportation, labor, materials, and services for full-time  
9 construction management necessary to complete the PROJECT, and as described in  
10 Exhibit "A", attached hereto and incorporated herein. CONSULTANT shall not be  
11 responsible for the adequacy or accuracy of any part of the PROJECT design, but shall  
12 be responsible for monitoring, administering, coordinating, and managing during the  
13 design phase, construction phase, and post-construction phase of the PROJECT in  
14 accordance with the California Building Code; PROJECT manuals, construction plans  
15 and specifications; and as required by the County of Riverside and other governmental  
16 agencies, laws and regulations.

17 1.1 Construction activities include, but are not limited to the following:  
18 approximately 11,000-square-foot administration and operations building, 220 parking  
19 spaces, 50 meter by 35 meter competition pool, lazy flow river, wave rider, children's  
20 water playground area, and three water slides with a recreational pool. Tubular steel  
21 fencing or something will surround the facility. The facility will include grass areas for  
22 seating, stadium seating, lighting, concession stand/fast food franchise, multiple picnic  
23 areas with permanent shade structures and all necessary, related improvements.  
24 Sidewalk, curb and gutter will be installed on Trumble Road and Sherman Road to Vista  
25 Road.

26 1.2 CONSULTANT represents and maintains that it is skilled in the  
27 professional calling necessary to perform all services, duties and obligations required by  
28 this Agreement to fully and adequately complete the PROJECT. CONSULTANT shall

1 perform the services and duties in conformance to and consistent with the standards  
2 generally recognized as being employed by professionals in the same discipline in the  
3 State of California. CONSULTANT further represents and warrants to the COUNTY that  
4 it has all licenses, permits, qualifications and approvals of whatever nature are legally  
5 required to practice its profession. CONSULTANT further represents that it shall keep  
6 all such licenses and approvals in effect during the term of this Agreement.

7       2. PERIOD OF PERFORMANCE: CONSULTANT shall commence  
8 performance upon issuance of a Notice to Proceed letter from COUNTY, and complete  
9 performance throughout the established construction schedule of 530 working days,  
10 Monday through Friday, approximately eight hours per day, for a total of 6,399 hours as  
11 described in Exhibit "B", attached hereto and incorporated herein. CONSULTANT will  
12 diligently and responsibly pursue the performance of the services required of it by this  
13 Agreement through completion (construction activities and construction schedule)  
14 unless the work is altered by written amendment(s) pursuant to Section 14, or  
15 terminated as specified in Section 9. All applicable indemnification provisions in this  
16 Agreement shall remain in effect following the termination of this Agreement.

17       3. COMPENSATION: The COUNTY shall pay the Consultant for services  
18 performed and expenses incurred as follows:

19             3.1 The COUNTY shall pay the CONSULTANT on an hourly basis for  
20 time and material expenses, in accordance with the terms of this Agreement and Period  
21 of Performance, for an amount not to exceed Nine Hundred Twenty Two Thousand  
22 Eight Hundred Seventy (\$922,870) dollars as set forth in Exhibit "A," attached hereto  
23 and incorporated herein. CONSULTANT agrees that all items described in Exhibit "A",  
24 are included in the compensation for services set forth above and will not be considered  
25 a reimbursable expense nor reduce the proposed total onsite hours as set forth in  
26 Section 2. CONSULTANT shall submit monthly invoices to the COUNTY for progress  
27 payments based on work completed to date. The PROJECT is a public works project  
28 and therefore subject to prevailing wage requirements.

1           3.2    Said compensation shall be paid in accordance with an invoice  
2 submitted to COUNTY by CONSULTANT within fifteen (15) days from the last day of  
3 each calendar month, and COUNTY shall pay the invoice within thirty (30) working days  
4 from the date of receipt of the invoice. Payment requests shall be submitted on a  
5 monthly basis utilizing a format acceptable to the COUNTY. Each invoice shall include  
6 the number of hours expended by CONSULTANT'S staff as well as all hours expended  
7 by sub-CONSULTANT'S staff. Invoices shall also include a status report that includes  
8 the percentage of work completed.

9           3.3    Certain classifications of labor under this contract may be subject to  
10 prevailing wage requirements, in particular, land survey work in connection with or in  
11 furtherance of a planned construction contract.

12         a)           Reference is made to Chapter 1, Part 7, Division 2 of the California  
13 Labor Code (commencing with Section 1720). By this reference, said Chapter 1  
14 is incorporated herein with like effect as if it were here set forth. The parties  
15 recognize that said Chapter 1 deals, among other things, with discrimination,  
16 penalties and forfeitures, their disposition and enforcement, wages, working  
17 hours, and securing workers' compensation insurance, and directly affect the  
18 method of prosecution of the work by CONSULTANT and subject it under certain  
19 conditions to penalties and forfeitures. Execution of this Agreement constitutes  
20 the agreement by CONSULTANT to abide by said Chapter 1, its stipulation as to  
21 all matters which they are required to stipulate as to by the provisions of said  
22 Chapter 1 and will comply with them.

23         b)           Pursuant to Section 1773 of the Labor Code, the general prevailing  
24 wage rates, including the per diem wages applicable to the work, and for holiday  
25 and overtime work, including employer payments for health and welfare, pension,  
26 vacation, and similar purposes, in the county in which the work is to be done  
27 have been determined by the Director of the California Department of Industrial  
28 Relations. These wages are available from the California Department of

1 Industrial Relations' internet website at <http://www.dir.ca.gov>, and are available  
2 for review upon request at COUNTY's principal office.

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

15 5. INDEMNIFICATION: CONSULTANT shall indemnify and hold harmless  
16 the County of Riverside, its Agencies, Districts, Special Districts and Departments, their  
17 respective directors, officers, Board of Supervisors, elected and appointed officials,  
18 employees, agents and representatives (individually and collectively hereinafter referred  
19 to as Indemnitees) from any liability whatsoever including but not limited to property  
20 damage, bodily injury, or death or any other element of any kind or nature whatsoever,  
21 based or asserted upon any services of CONSULTANT, its officers, employees,  
22 subcontractors, agents or representatives arising out of or in any way relating to this  
23 Agreement. CONSULTANT shall defend, at its sole expense, all costs and fees  
24 including, but not limited, to attorney fees, cost of investigation, defense and settlements  
25 or awards, the Indemnitees in any claim or action based upon such alleged acts or  
26 omissions.  
27  
28



1           5.1 With respect to any action or claim subject to indemnification herein by  
2 CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of  
3 their own choice and shall have the right to adjust, settle, or compromise any such  
4 action or claim without the prior consent of COUNTY; provided, however, that any such  
5 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
6 CONSULTANT'S indemnification to Indemnitees as set forth herein.

7           5.2 CONSULTANT'S obligation hereunder shall be satisfied when  
8 CONSULTANT has provided to COUNTY the appropriate form of dismissal relieving  
9 COUNTY from any liability for the action or claim involved.

10           5.3 The specified insurance limits required in this Agreement shall in no way  
11 limit or circumscribe CONSULTANT'S obligations to indemnify and hold harmless the  
12 Indemnitees herein from third party claims.

13           5.4 In the event there is conflict between these indemnity and defense  
14 provisions and California Civil Code Sections 2782 and 2782.8, the indemnity and  
15 defense provisions shall be interpreted to comply with Civil Code sections 2782 and  
16 2782.8.

17           6. INSURANCE: Without limiting CONSULTANT'S indemnification,  
18 CONSULTANT shall maintain in force at all times during the performance of this  
19 Agreement, insurance policies evidencing coverage during the entire term of the  
20 Agreement as follows:  
21

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

1           6.2 Commercial General Liability: Commercial General Liability  
2 insurance coverage, including but not limited to, premises liability, contractual liability,  
3 completed operations, personal and advertising injury covering claims which may arise  
4 from or out of CONSULTANT'S performance of its obligations hereunder. Policy shall  
5 name the County of Riverside, special districts, their respective directors, officers, Board  
6 of Supervisors, elected officials, employees, agents or representatives as an Additional  
7 Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence  
8 combined single limit. If such insurance contains a general aggregate limit, it shall  
9 apply separately to this agreement or be no less than two (2) times the occurrence limit.

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

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

1 Agreement.

2 6.5 General Insurance Provisions - All lines:

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

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

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

1 receives, prior to such effective date, another properly executed original Certificate of  
2 Insurance and original copies of endorsements or certified original policies, including all  
3 endorsements and attachments thereto evidencing coverage's and the insurance  
4 required herein is in full force and effect. Individual(s) authorized by the insurance  
5 carrier to do so on its behalf shall sign the original endorsements for each policy and the  
6 Certificate of Insurance.

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

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

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

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

27 8. AUTHORITY OF CONSULTANT: CONSULTANT and its agents,  
28 servants, employees and subcontractors shall act at all times in an independent

1 capacity during the term of this agreement, and shall not act as, and shall not be, nor  
2 shall they in any manner be construed to be, agents, officers or employees of COUNTY,  
3 and further, CONSULTANT, its agents, servants, employees and subcontractors, shall  
4 not in any manner incur or have the power to incur any debt, obligation, or liability  
5 against the COUNTY.

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

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

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

26 9.3 Effect of Termination For Cause. If the termination is due to the  
27 failure of CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT  
28 shall be compensated for those services which have been completed and accepted by

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

18           9.4 Cumulative Remedies. The rights and remedies of the parties  
19 provided in this Section are in addition to any other rights and remedies provided by law  
20 or under this Agreement.

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

24           11. DESIGNATED REPRESENTATIVES: The following individuals are  
25 designated as representatives of the COUNTY and CONSULTANT respectively to act  
26 as liaison between the parties:  
27  
28

1 **COUNTY**

2 Gabriel Martin, Project Manager  
3 County of Riverside  
4 3403 10<sup>th</sup> Street, Suite 400  
5 Riverside, CA 92501  
6 Phone: (951) 955-8916  
7 Fax: (951) 955-6686

**CONSULTANT**

~~Charles Messick, Project Manager~~ *CM*  
Brandon Dekker, Project Manager  
GKK WORKS  
2355 Main Street, Suite 220  
Irvine, CA 92614  
Phone: (949) 250-1500  
Fax: (949) 955-2708

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

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

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

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

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

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

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

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

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

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

25          21.    ENTIRE AGREEMENT: This Agreement is intended by the Parties hereto  
26 as a final expression of their understanding with respect to the subject matter hereof,  
27 and all prior or contemporaneous agreements of any kind or nature relating to the same  
28 shall be deemed to be merged herein. Any modifications to the terms of this Agreement



1 must be in writing and signed by the parties herein.

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

5 Mail, postage prepaid:

6 **County of Riverside**  
7 3403 Tenth Street, Suite 400  
8 Riverside, CA 92501  
Attn: Gabriel Martin

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

9 //

10 //

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

3 **COUNTY OF RIVERSIDE**

**GKK WORKS**

4  
5  
6 \_\_\_\_\_  
7 **BOB BUSTER**  
8 Chairman, Board of Directors

*C. Merrick*  
9 \_\_\_\_\_  
10 **CHARLIE MERRICK**  
11 Vice President, Construction Services

12  
13 **ATTEST:**  
14 **KECIA HARPER-IHEM**  
15 CLERK OF THE BOARD

16 By \_\_\_\_\_  
17 Deputy

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

21 By *P. Walls* 6/21/11  
22 \_\_\_\_\_  
23 Deputy

# gkkworks

3600 Lime Street | Suite 623 | RIVERSIDE | CA 91803  
951 778 0704 | 951 778 0405 FAX | www.gkkworks.com

EXHIBIT "A"

June 14, 2011

Mr. Andy Frost  
Riverside County Economic Development Agency  
Regional Manager District 5  
3403 Tenth Street, Suite 500  
Riverside, CA 92501

Dear Andy,

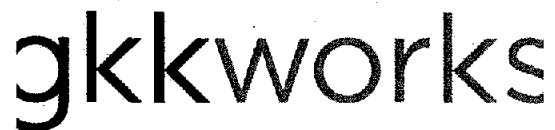
As a follow up to our proposal, outlined below is a breakdown of the scope of services that we will be performing on the Perris Valley Aquatic Center (PVAC) Project. If you have any questions please feel free to contact me at (951) 778-0704.

Respectfully,



J. Brandon Dekker

gkkworks



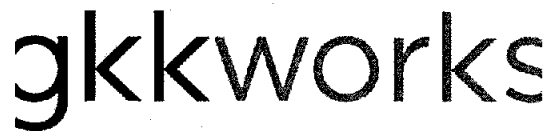
## **Construction Management and Peer Review Scope of Services for the Perris Valley Aquatic Center**

### **Pre-Construction Phase**

- Review of Design Documents-throughout the pre-construction effort our team will provide the proper oversight making sure that the design criteria is achieved and County standards are met.
- Develop Master Project Schedule-develop and submit to the County a master schedule that depicts the Project schedule from pre-construction and design through construction and closeout.
- Budget Estimates-when necessary our team will provide budget estimates to the County for cost verification when needed.
- Attend and Facilitate Weekly Coordination Meetings

### **Construction Phase**

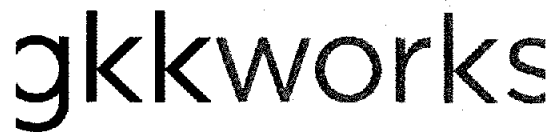
- Administration and Coordination of the Design Build Team's Contract and Project Construction
- Attend and Facilitate Weekly Coordination Meetings
- Facilitate Allowance Usage and Scope Pricing
- CM Maintenance of Project Records
- Design Builder and Specialty Consultant Peer Review- our team will provide peer review to make certain that the project is designed and build to the specifications of the criteria documents and the County standards.
- Monitoring of Construction Costs



- Payments to the Design Build Team- develop and implement procedures for the design build team's submittal of Applications for Progress Payments for review, processing and disbursement of Progress Payments, along with associated forms and reporting systems.
- Substantial Completion Punch List-upon the issuance of a Certificate of Substantial Completion we will inspect the work to verify the Design Builder's achievement of Substantial Completion.
- Monitor Project Progress- develop an overall comprehensive Project Schedule for construction of the Aquatic Center showing the activities of each of the trade contractors necessary for completion of the Project. We will monitor and update the Master Project Schedule on a monthly basis or more frequently as may be requested from time-to-time by the County so that the County is kept fully informed at all times of the status and progress of overall Project construction and the status of the Design Builder's construction progress.
- Review Design Builder's Schedule-review the Design Builder Team's construction schedules and updates, advising the County of compliance with the terms of the contract along with remedial measures appropriate to obtain compliance if necessary.
- Coordination of Construction Activities- will coordinate the activities of the Design Build Team including those of testing and inspection service providers and others.
- Progress Records- maintain records of the progress of Project design and construction, including daily written progress reports and photographs reflecting the progress of the Project.

# gkkworks

- Bi-Weekly Reports- every other week prepare and submit a written “snapshot” report to the County which summarizes the progress made in the prior (2) two week period.
- Final Completion-inspect the work of the Design Build Team and confirm that they have fully complied with all of the requirements.
- Site Observations- during the Project’s construction and at all times during which there are construction activities, we will have a Project Manager on site to observe , coordinate and manage the activities.
- Construction Quality- guard the County against defects and deficiencies in construction and workmanship.
- Site Safety- monitor the implementation of the Design Builder’s safety programs at the site at all times when construction or construction related activities occur at the site.
- Assist the County’s Furniture, Fixtures and Equipment (FF&E) Efforts.
- Processing of Changes and Change Orders-will assist the County in the prequalification of change orders authorized by the County and distribute the same for execution by the Design Builder. Utilize our cost estimating department to validate change order costs.
- Claims Handling- will develop processes and procedures for the review, evaluation, processing and disposition of claims asserted by the Design Build Team. We will make recommendations to the County as to merit, handling and disposition of the claims.



### **Post Construction Phase**

- Review and Transmittal of Design Builder Close Out Documents- will receive from the Design Builder the close-out documents, which are to include operation/maintenance manuals, as-built drawings and all other items to be submitted by the Design Builder under the terms of the agreement upon completion of their obligations.
- Project Records-within (30) thirty days of the date of issuance of a Certificate of Final Completion, we will assemble and deliver to the County all of the Project records maintained during the Project.
- Project Reports- monitor the filing of reports and other actions required by law.



RIVERSIDE COUNTY EDA  
Perris Valley Aquatic Center

**CONSTRUCTION MANAGEMENT SERVICES**

gkkworks	Project Manager .....	\$412,960
	Project Engineer .....	\$174,240
	Executive Oversight .....	\$ 11,520
	Estimating .....	\$ 26,880
	<u>Administrative Support .....</u>	<u>\$ 3,360</u>
	<b>CM Services Total .....</b>	<b>\$628,960</b>

**Architectural Peer Review (QA/QC)**

gkkworks .....	\$123,192
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**Peer Review Consultants**

ArchPac (Pool Consultant) .....	\$100,800
<u>Costa &amp; Associates (Structural Consultant) .....</u>	<u>\$ 22,425</u>
<b>Consultant Peer Review Total .....</b>	<b>\$123,225</b>

Reimbursables (Not To Exceed) .....\$ 47,493

**Field Office Expenses**

- Field Office Set Up
- Office Equipment
- Travel
- Office Supplies, Computers
- Postage, Documents, etc.

**TOTAL .....** \$922,870



JKKWORKS

EXHIBIT "B"

Updated 4/7/11

SCHEDULE	PERNIS VALLEY AQUATIC CENTER														TOTAL HOURS
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
ESTIMATED HOURS															
CONSTRUCTION															
OPERATIONS															
Project Manager / Director	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Project Manager	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Project Manager (QA/QC)	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Project Manager (Construction)	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Project Engineer A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Project Engineer B	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Assistant Consultant (Architect)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Structural Consultant (Quanta Services)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Project Superintendent A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Project Superintendent B	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Assistant Project Superintendent A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Assistant Project Superintendent B	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Assistant A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Assistant B	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Estimate	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Schedule	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL - PROJECT STAFF ESTIMATED HOURS	178	181	184	187	190	193	196	199	202	205	208	211	214	217	220

1                                   **CONSULTING SERVICES AGREEMENT**  
2                                   **FOR GEOTECHNICAL & INSPECTION SERVICES FOR THE**  
3                                   **PERRIS VALLEY AQUATIC CENTER PROJECT**  
4                                   **BY AND BETWEEN THE**  
5                                   **THE COUNTY OF RIVERSIDE**  
6                                   **AND CONSTRUCTION TESTING & ENGINEERING, INC.**

7                   This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by  
8                   and between the COUNTY OF RIVERSIDE, on behalf of the Economic Development  
9                   Agency (EDA), a political subdivision of the State of California, herein referred to as  
10                  ("COUNTY"), and CONSTRUCTION TESTING & ENGINEERING, INC., duly licensed  
11                  as an Architect and/or Architectural Professional Corporation under the laws of the  
12                  State of California, herein referred to as ("CONSULTANT").

13                 **WHEREAS**, the current proposed site for the PERRIS VALLEY AQUATIC  
14                 CENTER will provide essential and necessary recreational services for the growing  
15                 community of Romoland, City of Perris, and City of Menifee;

16                 **WHEREAS**, COUNTY staff issued a Request for Qualifications (RFQ) for  
17                 geotechnical and material testing services and received ten (10) responses from  
18                 geotechnical firms;

19                 **WHEREAS**, COUNTY staff have reviewed all proposals submitted and have  
20                 chosen CONSTRUCTION TESTING & ENGINEERING, INC to provide services based  
21                 on their established qualifications and fee schedule through a request for proposals;

22                 **WHEREAS**, the CONSULTANT has experience with similar projects both in size  
23                 and scope;

24                 **WHEREAS**, the proposed services of this agreement include soils testing  
25                 services, as-needed inspection services, attendance in meetings, and materials testing  
26                 to assist the COUNTY with development and construction of the PERRIS VALLEY  
27                 AQUATIC CENTER PROJECT (hereinafter referred to as "PROJECT"); and

28                 **WHEREAS**, CONSULTANT has agreed to provide such services to COUNTY;  
                  and

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

3           1.    DESCRIPTION OF SERVICES:   CONSULTANT shall provide all  
4 equipment, facilities, transportation, labor, materials, and services for as-needed soils  
5 engineering, materials testing, laboratory testing and sampling, including an NDT (non-  
6 destructive testing), and any special Inspections necessary required by the jurisdiction  
7 necessary to complete the PROJECT based on fees, described in Exhibit "A", attached  
8 hereto and incorporated herein. CONSULTANT shall not be responsible for the  
9 adequacy or accuracy of any part of the PROJECT design, but shall be responsible for  
10 monitoring, administering, coordinating, any geotechnical surveying & reporting, field  
11 inspections, materials testing, and report preparation for the PROJECT in accordance  
12 with the California Building Code; PROJECT manuals, construction plans and  
13 specifications; and as required by the County of Riverside and other governmental  
14 agencies, laws and regulations.

15           1.1   Construction description and activities include, but are not limited to  
16 the following: approximately 11,000-square-foot administration and operations building,  
17 220 parking spaces, 50 meter by 35 meter competition pool, lazy flow river, wave rider,  
18 children's water playground area, and three water slides with a recreational pool.  
19 Tubular steel fencing or something will surround the facility. The facility will include  
20 grass areas for seating, stadium seating, lighting, concession stand/fast food franchise,  
21 multiple picnic areas with permanent shade structures and all necessary, related  
22 improvements. Sidewalk, curb and gutter will be installed on Trumble Road and  
23 Sherman Road to Vista Road.

24           1.2   CONSULTANT represents and maintains that it is skilled in the  
25 professional calling necessary to perform all services, duties and obligations required by  
26 this Agreement to fully and adequately complete the PROJECT. CONSULTANT shall  
27 perform the services and duties in conformance to and consistent with the standards  
28 generally recognized as being employed by professionals in the same discipline in the

1 State of California. CONSULTANT further represents and warrants to the COUNTY that  
2 it has all licenses, permits, qualifications and approvals of whatever nature are legally  
3 required to practice its profession. CONSULTANT further represents that it shall keep  
4 all such licenses and approvals in effect during the term of this Agreement.

5 2. PERIOD OF PERFORMANCE: CONSULTANT shall commence  
6 performance upon issuance of a Notice to Proceed letter from COUNTY, and complete  
7 performance throughout the established construction schedule of 530 working days,  
8 Monday through Friday, approximately eight hours per day, for a total of 1,591 hours  
9 and will be paid based on the fee schedule, as described in Exhibit "A". CONSULTANT  
10 will diligently and responsibly pursue the performance of the services required of it by  
11 this Agreement through completion (construction activities and construction schedule)  
12 unless the work is altered by written amendment(s) pursuant to Section 14, or  
13 terminated as specified in Section 9. All applicable indemnification provisions in this  
14 Agreement shall remain in effect following the termination of this Agreement.

15 3. COMPENSATION: The COUNTY shall pay the Consultant for services  
16 performed and expenses incurred as follows:

17 3.1 The COUNTY shall pay the CONSULTANT on an hourly basis for  
18 time and material expenses, in accordance with the terms of this Agreement and Period  
19 of Performance, for an amount not to exceed One Hundred Seventy Five Thousand  
20 (\$175,000) dollars. This includes fees for soils engineering, materials testing and  
21 inspection services. CONSULTANT agrees to conduct the as-needed service based on  
22 the fee schedule, described in Exhibit "A". CONSULTANT shall submit monthly invoices  
23 to the COUNTY for progress payments based on work completed to date. The  
24 PROJECT is a public works project and therefore subject to prevailing wage  
25 requirements.

26 3.2 Said compensation shall be paid in accordance with an invoice  
27 submitted to COUNTY by CONSULTANT within fifteen (15) days from the last day of  
28 each calendar month, and COUNTY shall pay the invoice within thirty (30) working days

1 from the date of receipt of the invoice. Payment requests shall be submitted on a  
2 monthly basis utilizing a format acceptable to the COUNTY. Each invoice shall include  
3 the number of hours expended by CONSULTANT'S staff as well as all hours expended  
4 by sub-CONSULTANT'S staff for Materials Testing & Special Inspections. Invoices shall  
5 also include a status report that includes the percentage of work completed.

6           3.3 Certain classifications of labor under this contract may be subject to  
7 prevailing wage requirements, in particular, land survey work in connection with or in  
8 furtherance of a planned construction contract.

9           a) Reference is made to Chapter 1, Part 7, Division 2 of the California  
10 Labor Code (commencing with Section 1720). By this reference, said  
11 Chapter 1 is incorporated herein with like effect as if it were here set  
12 forth. The parties recognize that said Chapter 1 deals, among other  
13 things, with discrimination, penalties and forfeitures, their disposition  
14 and enforcement, wages, working hours, and securing workers'  
15 compensation insurance, and directly affect the method of prosecution  
16 of the work by CONSULTANT and subject it under certain conditions to  
17 penalties and forfeitures. Execution of this Agreement constitutes the  
18 agreement by CONSULTANT to abide by said Chapter 1, its stipulation  
19 as to all matters which they are required to stipulate as to by the  
20 provisions of said Chapter 1 and will comply with them.

21           b) Pursuant to Section 1773 of the Labor Code, the general prevailing  
22 wage rates, including the per diem wages applicable to the work, and  
23 for holiday and overtime work, including employer payments for health  
24 and welfare, pension, vacation, and similar purposes, in the county in  
25 which the work is to be done have been determined by the Director of  
26 the California Department of Industrial Relations. These wages are  
27 available from the California Department of Industrial Relations'  
28 internet website at <http://www.dir.ca.gov>, and are available for review

1                   upon request at COUNTY's principal office.

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

14           5.    INDEMNIFICATION: CONSULTANT shall indemnify and hold harmless  
15 the County of Riverside, its Agencies, Districts, Special Districts and Departments, their  
16 respective directors, officers, Board of Supervisors, elected and appointed officials,  
17 employees, agents and representatives (individually and collectively hereinafter  
18 referred to as Indemnitees) from any liability whatsoever, based or asserted upon any  
19 services of CONSULTANT, its officers, employees, subcontractors, agents or  
20 representatives arising out of or in any way relating to this Agreement, including but not  
21 limited to property damage, bodily injury, or death or any other element of any kind or  
22 nature whatsoever arising from the performance of CONSULTANT, its officers,  
23 employees, subcontractors, agents or representatives Indemnitors from this Agreement.  
24 CONSULTANT shall defend, at its sole expense, all costs and fees including, but not  
25 limited, to attorney fees, cost of investigation, defense and settlements or awards, the  
26 Indemnitees in any claim or action based upon such alleged acts or omissions.  
27 With respect to any action or claim subject to indemnification herein by CONSULTANT,  
28

1 CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice  
2 and shall have the right to adjust, settle, or compromise any such action or claim without  
3 the prior consent of COUNTY; provided, however, that any such adjustment, settlement  
4 or compromise in no manner whatsoever limits or circumscribes CONSULTANT'S  
5 indemnification to Indemnitees as set forth herein. CONSULTANT'S obligation  
6 hereunder shall be satisfied when CONSULTANT has provided to COUNTY the  
7 appropriate form of dismissal relieving COUNTY from any liability for the action or claim  
8 involved. The specified insurance limits required in this Agreement shall in no way limit  
9 or circumscribe CONSULTANT'S obligations to indemnify and hold harmless the  
10 Indemnitees herein from third party claims. In the event there is conflict between this  
11 clause and California Civil Code Section 2782; this clause shall be interpreted to comply  
12 with Civil Code 2782. Such interpretation shall not relieve the CONSULTANT from  
13 indemnifying the Indemnitees to the fullest extent allowed by law.

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

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

26 6.2 Commercial General Liability: Commercial General Liability  
27 insurance coverage, including but not limited to, premises liability, contractual liability,  
28 completed operations, personal and advertising injury covering claims which may arise

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

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

14           6.4 Professional Liability: CONSULTANT shall maintain Professional  
15 Liability Insurance providing coverage for performance of work included within this  
16 Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and  
17 \$1,000,000 annual aggregate. If CONSULTANT'S Professional Liability Insurance is  
18 written on a claims made basis rather than an occurrence basis, such insurance shall  
19 continue through the term of this Agreement. Upon termination of this Agreement or the  
20 expiration or cancellation of the claims made insurance policy CONSULTANT shall  
21 purchase at his sole expense either 1) an Extended Reporting Endorsement (also  
22 known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a  
23 retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3)  
24 demonstrate through Certificates of Insurance that CONSULTANT has maintained  
25 continuous coverage with the same or original insurer. Coverage provided under items;  
26 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this  
27 Agreement.



1           6.5    General Insurance Provisions - All lines:

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

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

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

1 Insurance and original copies of endorsements or certified original policies, including all  
2 endorsements and attachments thereto evidencing coverage's and the insurance  
3 required herein is in full force and effect. Individual(s) authorized by the insurance  
4 carrier to do so on its behalf shall sign the original endorsements for each policy and the  
5 Certificate of Insurance.

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

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

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

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

26 8. AUTHORITY OF CONSULTANT: CONSULTANT and its agents,  
27 servants, employees and subcontractors shall act at all times in an independent  
28 capacity during the term of this agreement, and shall not act as, and shall not be, nor

1 shall they in any manner be construed to be, agents, officers or employees of COUNTY  
2 and further, CONSULTANT, its agents, servants, employees and subcontractors, shall  
3 not in any manner incur or have the power to incur any debt, obligation, or liability  
4 against the COUNTY.

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

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

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

25 9.3 Effect of Termination For Cause. If the termination is due to the  
26 failure of CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT  
27 shall be compensated for those services which have been completed and accepted by  
28 the COUNTY. In such case, the COUNTY may take over the work and prosecute the

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

17           9.4 Cumulative Remedies. The rights and remedies of the parties  
18 provided in this Section are in addition to any other rights and remedies provided by law  
19 or under this Agreement.

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

23           11. DESIGNATED REPRESENTATIVES: The following individuals are  
24 designated as representatives of the COUNTY and CONSULTANT respectively to act  
25 as liaison between the parties:  
26  
27  
28

1 **COUNTY**

**CONSULTANT**

2 Gabriel Martin  
3 Project Manager  
4 The County of Riverside  
5 3403 10<sup>th</sup> Street, Suite 400  
6 Riverside, CA 92501  
7 Phone: (951) 955-8916  
8 Fax: (951) 955-6686

Tiffany Hilborn  
Business Development  
CTE, Inc.  
14538 Meridian Parkway, Suite A  
Riverside, CA 92562  
Phone: (951) 552-5732  
Fax: (951) 571-4088

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

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

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

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

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

16. CONFIDENTIALITY: CONSULTANT shall observe all Federal, State and

1 COUNTY regulations concerning confidentiality of records. CONSULTANT shall refer  
2 all requests for information to COUNTY.

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

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

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

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

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

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

4 Mail, postage prepaid:

5    **County of Riverside**  
6    3403 Tenth Street, Suite 500  
7    Riverside, CA 92501  
8    Attn: Gabriel Martin

**CTE, Inc.**  
          14538 Meridian Parkway, Suite A  
          Riverside, CA 92562  
          Attn: Tiffany Hilborn

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

3  
4 **COUNTY OF RIVERSIDE**

**CTE, INC.**

5  
6 \_\_\_\_\_  
7 **BOB BUSTER**  
8 **Chairman, Board of Directors**

\_\_\_\_\_ **TOMAS GAETO**  
President

9  
10 **APPROVED AS TO FORM:**

11 **PAMELA WALLS**  
12 **County Counsel**

13  
14 By *M. K. [Signature]* 10/21/11  
15 Deputy

16  
17 **ATTEST:**

18 **KECIA HARPER-IHEM**  
19 **CLERK OF THE BOARD**

20  
21 By \_\_\_\_\_  
22 Deputy

23  
24 S:\RDACOMDIS\Romoland\Perris Valley Aquatic Center\3.0 Agreements\CTE Geotech Agreement - Perris Aquatic Center.doc



Contact Information:  
 Tiffany Hilbom - 951.552.5732  
 tiffnay@cte-inc.net  
 Vince Patula - 951.571.4081  
 vince@cte-inc.net  
 Fax - 951.571.4188

## Fee Schedule

# Exhibit "A"

June 2011

### Materials Testing and Inspection Services:

Service	Rate/Unit	
Reinforced Concrete Inspection	\$70	Hourly
ACI Concrete Technician	\$70	Hourly
PT Concrete Stressing Inspection	\$70	Hourly
Concrete Batch Plant Inspection	\$70	Hourly
Reinforced Masonry Inspection	\$70	Hourly
Field Weld/Bolting Inspection:	\$70	Hourly
Epoxy Bolt/Dowel Inspection:	\$70	Hourly
Shear Stud Installation Inspection:	\$70	Hourly
Registered Special Inspector - Field Welding	\$70	Hourly
Registered Special Inspector - Shop Welding	\$70	Hourly
Non-Destructive Testing Inspector - Field	\$75	Hourly
Non-Destructive Testing Inspector - Shop	\$75	Hourly
Registered Special Inspector - Welding Hand Rail	\$70	Hourly
Registered Special Inspector - Welding Stair Rail	\$70	Hourly
Shotcrete Inspection	\$70	Hourly
Fireproofing Inspection	\$70	Hourly
Shot-Pins Pull Out Testing:	\$70	Hourly
Ceiling Wire Hangar Pull Tests:	\$70	Hourly
Concrete Mix Design Review	\$190	Each
Sodium Sulfate Tests	\$70	Each
Reactivity Tests	\$150	Each
Base plate Grout Compression Testing	\$18	Each
Base plate Grout Inspection	\$70	Each
Grout Mix Design Review	\$190	Each
Concrete Compression Tests	\$18	Each
Masonry Unit Conformance	Quote	Each
Masonry Composite Prism Tests - 8"x 8"x 16"	\$95	Each
Masonry Coring - 1 Man Crew	\$100	Hourly
Masonry Core Compression Tests	\$30	Each
Masonry Shear Tests	\$60	Each
Mortar Compression Tests	\$18	Each
Grout Compression Tests	\$18	Each
Fireproofing Density Test	\$20	Each
Fireproofing Adhesion/Cohesion Test	\$68	Each
Sample & Tag Rebar	\$70	Hourly
Rebar Bend Test - # 11 Bar and Under	\$35	Each
Rebar Tensile Test - # 11 Bar and Under	\$30	Each
Sample Pickup	\$30	Each
Letter of Affidavit	\$150	Each

### Geotechnical Testing Services:

Service	Rate/ Unit	
Soils Technician (Compaction Test - Fine Grading, Over-Ex)	\$70	Hourly
Soils Technician (Compaction Test - Trench / Wall Backfill)	\$70	Hourly
Soils Technician (Compaction Test - Pavement SG / Base)	\$70	Hourly
Asphaltic Paving Inspection	\$70	Hourly
Footing Inspection - Engineer / Geologist	\$90	Hourly
Shoring Inspection	\$90	Hourly
Lab Maximum Density Test	\$175	Each
Expansion Index	\$120	Each
"R" Value Testing	\$220	Each
Sieve Analysis	\$30	Each
Compaction Reports	Quote	Each
Misc. Engineering Services	\$90	Hourly
Sr. Geologist Services	\$110	Hourly
Sr. Engineer Services	\$110	Hourly

We request that while considering our proposal, please keep in mind that our rates include review and distribution of all reports. **No additional charges for travel, mileage or administrative work will be added.** We don't nickel and dime our clients with miscellaneous charges for things like "Nuclear Gauge rental" CTE is small enough to be flexible to your needs yet large enough to provide quality services in a timely and efficient manner.

One way CTE has developed to save our clients money is to not use the industry billing standard of the 4 and 8 hour blocks of time, but to instead bill our clients for time on site rounding up to the hour, plus one hour. While this may only save an hour here or there the savings does add up over time, thus making the most efficient use of your budget.

#### GENERAL CONDITIONS:

The above Fee Schedule is based on billing time-on site plus one hour using a five day work week; all overtime will be billed at 1.5 times regular rate.

Same day cancellations or show up time be situations will be subject to the two-hour minimum charge.

Please note that all inspector and technician rates will increase every July 1, commensurate with Local 12 document annual increase.

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**CONSULTING SERVICES AGREEMENT  
FOR PERRIS VALLEY AQUATIC CENTER PROJECT  
BY AND BETWEEN THE COUNTY OF RIVERSIDE  
AND ALLIANT CONSULTING, INC.**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_, 2011, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (hereinafter "COUNTY") on behalf of its Economic Development Agency (hereinafter "EDA") and Alliant Consulting, INC. (hereinafter "CONSULTANT").

WHEREAS, EDA is required by the State of California Public Contract Code 20133 to contract with a state approved third party to operate a labor compliance program in accordance with requirements outlined in Section 1771.5 of the Labor Code; and

WHEREAS, EDA has selected CONSULTANT to provide services based on their established qualifications and selection from a state pre-qualified list of consultants; and

WHEREAS, the proposed services of this Agreement include preparing and conducting a labor compliance program for the Perris Valley Aquatic Center Project (hereinafter referred to as "PROJECT").

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

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

1. DESCRIPTION OF SERVICES: CONSULTANT shall provide all facilities, transportation, and labor necessary to provide the services of a full labor compliance program including monitoring and enforcement for the PROJECT as more fully described in Exhibit "A", attached hereto and incorporated herein. Services shall cover all phases of the LCP as more specifically set forth in page 9-14 of Exhibit A, with the exception of Phase V. Hearing Phase which shall be considered additional services.

1.1 CONSULTANT represents and maintains that it has all personnel required to perform the services under this Agreement, and are skilled in the professional calling necessary to perform all services, duties and obligations required by this Agreement to fully and

1 adequately provide services for the PROJECT. CONSULTANT shall perform the services and  
2 duties in conformance to and consistent with the standards generally recognized as being  
3 employed by professionals in the same discipline in the State of California. CONSULTANT  
4 further represents and warrants to COUNTY that it has all licenses, permits, qualifications and  
5 approvals of whatever nature are legally required to practice its profession. CONSULTANT  
6 further represents that it shall keep all such licenses and approvals in effect during the term of  
7 this Agreement.

8           1.2    CONSULTANT shall comply will all applicable laws, ordinances, and codes  
9 of the federal, state and local governments while performing the services described herein.

10           2.    PERIOD OF PERFORMANCE: CONSULTANT shall commence performance  
11 upon execution of this Agreement, and complete performance within two (2) years.  
12 CONSULTANT will diligently and responsibly pursue the performance of the services required of  
13 it by this Agreement through completion unless the work is altered by written amendment(s)  
14 pursuant to Section 14, or terminated as specified in Section 9. All applicable indemnification  
15 provisions in this Agreement shall remain in effect following the termination of this Agreement.

16           3.    COMPENSATION: The COUNTY shall pay the CONSULTANT for services  
17 performed and expenses incurred in an amount not to exceed Thirty-Seven Thousand Six  
18 Hundred Twenty Dollars (\$37,620). CONSULTANT shall submit invoices to EDA on a monthly  
19 basis for work completed to date based on the number of personnel hours performed in the  
20 previous month in accordance with this agreement multiplied by the hourly rates set forth in  
21 Exhibit "A." COUNTY/EDA shall reimburse CONSULTANT within thirty (30) days of receipt of  
22 invoice.

23           3.1    In addition to the above, a request for payment for File Set Up, Pre-  
24 construction services and the Annual Report costs shall be included in the appropriate monthly  
25 invoice when performed

1           3.2 Fees for any additional services (hearing review) shall be in accordance  
2 with the rates set forth in Exhibit "A", and shall require an amendment pursuant to Section 14 of  
3 this agreement.

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

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

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

1           5.2 With respect to any action or claim subject to indemnification herein by  
2 CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their  
3 own choice and shall have the right to adjust, settle, or compromise any such action or claim  
4 without the prior consent of AGENCY; provided, however, that any such adjustment, settlement  
5 or compromise in no manner whatsoever limits or circumscribes CONSULTANT'S  
6 indemnification to Indemnitees as set forth herein.

7           5.3 CONSULTANT'S obligation hereunder shall be satisfied when  
8 CONSULTANT has provided to Indemnitees the appropriate form of dismissal relieving  
9 Indemnitees from any liability for the action or claim involved.

10           5.4 The specified insurance limits required in this Agreement shall in no way  
11 limit or circumscribe CONSULTANT'S obligations to indemnify and hold harmless Indemnitees  
12 from third party claims.

13           5.5 In the event there is conflict between this clause and California Civil Code  
14 Section 2782 and 2782.8, this clause shall be interpreted to comply with Civil Code 2782 and  
15 2782.8. Such interpretation shall not relieve the CONSULTANT from indemnifying the COUNTY  
16 to the fullest extent allowed by law.

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

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

27           6.2   Commercial General Liability: Commercial General Liability insurance  
28

1 coverage, including but not limited to, premises liability, contractual liability, completed  
2 operations, personal and advertising injury covering claims which may arise from or out of  
3 CONSULTANT'S performance of its obligations hereunder. Policy shall name the County of  
4 Riverside, special districts, their respective directors, officers, Board of Supervisors, elected  
5 officials, employees, agents or representatives as an Additional Insured. Policy's limit of liability  
6 shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance  
7 contains a general aggregate limit, it shall apply separately to this agreement or be no less than  
8 two (2) times the occurrence limit.

9           6.3 Vehicle Liability: If CONSULTANT'S vehicles or mobile equipment are  
10 used in the performance of the obligations under this Agreement, CONSULTANT shall maintain  
11 liability insurance for all owned, non-owned or hired vehicles in an amount not less than  
12 \$1,000,000 per occurrence combined single limit. If such insurance contains a general  
13 aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the  
14 occurrence limit.

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

27           6.5 General Insurance Provisions - All lines:  
28

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

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

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

3 b. 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 shall  
5 so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or  
6 deductibles and/or self-insured retentions or self-insured programs shall not be construed as  
7 contributory.

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

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

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

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

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

27 8. AUTHORITY OF CONSULTANT: CONSULTANT and its agents, servants,  
28



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

6 9. TERMINATION: COUNTY may, by written notice to CONSULTANT, terminate  
7 this Agreement in whole or in part, with or without cause, upon giving fourteen (14) days written  
8 notice to CONSULTANT. COUNTY may terminate this Agreement immediately when it is  
9 determined by COUNTY that CONSULTANT has breached a material provision of this  
10 Agreement, or failed to timely perform services. It is understood that time is of the essence  
11 under this Agreement.

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

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

25 9.3 Effect of Termination For Cause. If the termination is due to the failure of  
26 CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be  
27 compensated for those services which have been completed and accepted by the COUNTY. In  
28

1 such case, the COUNTY may take over the work and prosecute the same to completion by  
2 contract or otherwise. Further, CONSULTANT shall be liable to the COUNTY for any  
3 reasonable additional costs incurred by the COUNTY to revise work for which the COUNTY has  
4 compensated CONSULTANT under this Agreement, but which the COUNTY has determined in  
5 its sole discretion needs to be revised in part or whole to complete the services. Following  
6 discontinuance of services, the COUNTY may arrange for a meeting with CONSULTANT to  
7 determine what steps, if any, CONSULTANT can take to adequately fulfill its requirements  
8 under this Agreement. In its sole discretion, COUNTY'S Representative may propose an  
9 adjustment to the terms and conditions of the Agreement, including the contract price. Such  
10 contract adjustments, if accepted in writing by the Parties, shall become binding on  
11 CONSULTANT and shall be performed as part of this Agreement. In the event of termination for  
12 cause, unless otherwise agreed to in writing by the parties, this Agreement shall terminate  
13 immediately upon providing the Notice of Termination. Termination of this Agreement for cause  
14 may be considered by the COUNTY in determining whether to enter into future agreements with  
15 CONSULTANT.

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

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

22           11. DESIGNATED REPRESENTATIVES: The following individuals are designated as  
23 representatives of the COUNTY and CONSULTANT respectively to act as liaison between the  
24 parties, and further, any notices required by this Agreement shall be deemed delivered if sent by  
25 certified mail, return receipt requested to the addresses set forth below:

26	<b>COUNTY</b>	<b>CONSULTANT</b>
27	Andy Frost	Christa J. Marasco, President
28	Project Manager	Alliant Consulting, INC.
	County of Riverside	555 Cajon Street, Suite A

1 3403 Tenth Street  
Suite 400  
2 Phone: (951) 955-6619  
Fax: (951) 955-6686  
3

Redlands, CA 92373  
Phone: (909) 792-8812  
Fax: (909) 747-0404

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

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

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

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

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

23 16. CONFIDENTIALITY: CONSULTANT shall observe all Federal, State and  
24 COUNTY regulations concerning confidentiality of records. CONSULTANT shall handle all  
25 requests for information as required by applicable law including California Labor Code and  
26 Regulations adopted pursuant thereto.

27 17. WORK PRODUCT  
28

1           17.1 All data, notes, reports or other materials produced by CONSULTANT in  
2 performance of the services described herein shall become and remain the property of  
3 COUNTY.

4           17.2 All financial, personal, or other data and information which is designated  
5 confidential shall not be disclosed by CONSULTANT to any third parties except as required by  
6 State law and regulations, and shall be protected by CONSULTANT from unauthorized use and  
7 disclosure.

8           17.3 CONSULTANT shall not issue any news release or public relations item  
9 regarding designated confidential information, or CONSULTANTS's work under this Agreement  
10 without prior review and approval by COUNTY.

11           17.4 These same requirements shall be applicable to any of CONSULTANT's  
12 subcontractors, if any, providing services related to this Agreement.

13           18. RECORDS/AUDITS

14           18.1 CONSULTANT shall maintain auditable books, records and other evidence  
15 pertaining to its costs and expenses under this Agreement. CONSULTANT shall maintain those  
16 records for three (3) years after final payment has been made or until all pending County, State,  
17 or Federal audits, if any, are completed, whichever is later.

18           18.2 Any authorized representative of the COUNTY, the State of California, and  
19 the Federal government shall have access to any books, documents papers, electronic data,  
20 and other records, which these representatives may determine to be pertinent to this  
21 Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment,  
22 or examination. These authorized representatives shall have the right at all reasonable times to  
23 inspect or otherwise evaluate the work performed, or being performed, under this Agreement.

24           19. JURISDICTION, VENUE, ATTORNEY'S FEES: This Agreement is to be  
25 construed under the laws of the State of California. The parties agree to the jurisdiction and  
26 venue of the appropriate courts in the County of Riverside, State of California. Should action be  
27 brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be  
28

1 entitled to attorney's fees in addition to whatever other relief is granted.

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

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

10       22. LEGAL REVIEWS. COUNTY may, in its sole and exclusive discretion, conduct  
11 reviews to determine the legal sufficiency of any and all documents prepared by CONSULTANT,  
12 by or through COUNTY counsel.

13       23. 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.

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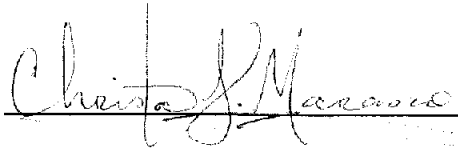
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IN WITNESS WHEREOF, the parties hereto have caused their duly representatives to execute this Agreement.

COUNTY OF RIVERSIDE

Alliant Consulting, INC.

\_\_\_\_\_  
Chairman, Board of Supervisors

  
\_\_\_\_\_

By: Christa J. Marasco

Title: President

APPROVED AS TO FORM:  
PAMELA WALLS  
Agency Counsel

By JR Ketter 6/21/11  
Deputy

ATTEST:  
KECIA HARPER-IHEM  
CLERK OF THE BOARD

By \_\_\_\_\_  
Deputy

# EXHIBIT "A"



April 7, 2011

Economic Development Agency, County of Riverside  
Attention: Andy Frost  
3403 10<sup>th</sup> Street, Suite 500  
Riverside, Ca 92501

Re: Perris Valley Aquatic Center Project Labor Compliance Consultant Services

Dear Mr. Frost;

Welcome to Alliant Consulting, Inc. Labor Compliance Monitoring. We would like to present you the following information regarding Labor Compliance Consultant Services for the Economic Development Agency, Perris Valley Aquatic Center Project. As requested, we are submitting our proposal for Labor Compliance Monitoring Services.

Alliant Consulting prefers quality over quantity which is evident in our performance. Our project and staff growth for the past 7 years has been strong but steady. We are always current with new regulation changes implemented by the Department of Industrial Relations, HOME and HUD Agencies and administer, monitor and enforce labor compliance and prevailing wage law with contractors accordingly.

Through this proposal, we trust that you will understand how Alliant Consulting has become one of Southern California's most trusted providers of Labor Compliance Consultant Services. Please feel free to contact us with any questions regarding our Labor Compliance Program and Consulting Services.

Thank you for your time and consideration. We look forward to the opportunity of working with the Economic Development Agency for the betterment of our communities.

Sincerely,

Christa J. Marasco  
President  
[www.alliantconsulting.net](http://www.alliantconsulting.net)



# ALLIANT CONSULTING, INC.

## LABOR COMPLIANCE MONITORING

**Name of Firm:** Alliant Consulting, Inc.

**Principal Office Location:** 555 Cajon Street, Suite A  
Redlands, CA 92373  
Telephone: (909) 792-8812 Fax: (909) 747-0404

**Other Office Locations:** 44815 Fig Avenue, Suite 107  
Lancaster, CA 93534

4233 Spectrum  
Irvine, CA 92618

**Website Address:** [www.alliantconsulting.net](http://www.alliantconsulting.net)

**Form of Organization:** California Corporation

**Primary Contacts:** Christa Marasco, President  
Vickie Westfall, Vice President  
Carla De La Cruz, Labor Compliance Director

**Organization Details:** 1 President  
1 Vice President  
1 Labor Compliance Director  
1 Office Manager (FT)  
1 Labor Compliance Manager (FT)  
6 Labor Compliance Consultants (5 FT, 1 PT)

**Services:** Alliant Consulting specializes in providing Labor Compliance Program monitoring and enforcement services. No sub-consultants are used on any project.

**Years in Business:** Alliant Consulting has been providing Labor Compliance services for over 7 years, since the state's DIR approval of its LCP in 2003.

**Principle Contact:** Christa Marasco, President.

Alliant Consulting has superior knowledge of the prevailing wage and apprenticeship requirements under California law. Since LCP's were introduced on April 1, 2003, Alliant Consulting has been successfully monitoring and enforcing an LCP on more than \$1 billion of construction projects for Water Districts, Housing Authorities, School Districts, and Cities within the Southern California Region that we serve.



**Alliant Consulting, Inc.**

**Consulting Services**

**Economic Development Agency  
Perris Valley Aquatic Center Project**

Alliant Consulting recognizes the dilemmas that California Districts and Agencies are facing in becoming compliant in order to receive their proper State and Federal construction funds. Alliant Consulting provides State and Federally approved third party Labor Compliance Consultant Services to actively initiate and enforce labor compliance on behalf of the City that uses State, Federal and HUD funds on their construction projects.

Alliant Consulting knows that a Labor Compliance Program (LCP) must be approved by the Department of Industrial Relations before their implementation, enforcement on a public works construction project. Alliant presently has such a City adopted and approved LCP but can also use the Agency's own LCP as a third party consultant. Alliant Consulting encourages a team approach for the implementation and enforcement of the Labor Compliance Program and Certified Payroll Review (CPR) Services, working in concert with the staff of the Agency and contractor/subcontractor representatives to ensure the applicable legal requirements for both sides are met.

While Alliant Consulting's primary focus is on the LCP implementation and enforcement and CPR review, our staff (with bilingual capabilities) is familiar with State and Federal laws and regulations. Alliant Consulting has strong knowledge and dedication to enforcement concerning the Labor Code, Public Contract Code, Apprenticeship Standards, California Code of Regulations and OSHA standards, all of which aid in their monitoring and enforcement duties.

Alliant Consulting has superior knowledge of the prevailing wage and apprenticeship requirements under California law. Since LCP's were introduced on April 1, 2003, Alliant Consulting has been successfully monitoring and enforcing a LCP on more than \$1 billion of construction projects for Housing Authorities, Water Districts, School Districts, Counties and Cities within the Southern California Region that we serve.

Alliant Consulting Labor Compliance Consultant Services can help solve the problems that many Agencies face in all aspects of the LCP process from concept to completion in their construction projects. Alliant Consulting has never been removed from or replaced on a project and has always adhered to schedule and budget. Our quality on such projects and cooperation with Agency personnel is evidenced by our client's repeated use of Alliant Consulting to provide Labor Compliance enforcement on their projects.

**Personnel Assigned to the Agency**

The primary contact for the Perris Valley Aquatic Center Project will be the assigned Labor Compliance Director/Manager who in conjunction with her other duties will function as a liaison between the Agency and the Alliant Consulting team. One Labor Compliance Consultant will be assigned to every \$35 million worth of work. The project will be managed from our Redlands, CA office, but also can utilize the resources of the other Alliant Consulting offices in Lancaster and Irvine, CA as required.

**Management**

At the helm of Alliant Consulting is a group of management professionals who each have established careers in the construction industry. Most of these individuals began their careers in the field and have specific, first hand knowledge of the trades and field operations. This allows our management staff to provide knowledgeable leadership to the various project teams and remain proactively involved in the day to day operations of each project, assuring their timely progress and completion.

As building and maintaining long-term client relationships is a cornerstone of Alliant Consulting's success, we know that it can only be achieved by offering unparalleled service to clients and continued training to employees. Through ongoing training programs and active participation State and Federal workshops, CASH (Coalition for Adequate School Housing) and CASBO (California Association of School Business Officials), the Alliant Consulting team stays up to date on new and upcoming developments in the Federal funding process and the legal requirements for modernization and new construction programs.

Alliant Consulting Principal Members Dedicated to Labor Compliance Enforcement



**CHRISTA J. MARASCO**  
**President, Alliant Consulting, Inc.**

Christa J. Marasco is an experienced labor compliance expert whose company focuses on monitoring and enforcing prevailing wage laws on publicly funded construction projects in the state of California. As President of Alliant Consulting, Inc., she developed and oversees the Department of Industrial Relations (DIR) approved Labor Compliance Program (LCP) to actively monitor and enforce an LCP on behalf of awarding agencies such as School Districts, Housing Authorities, Water Utility Agencies and Cities to ensure proper payment of prevailing wages and benefits, use of registered Apprentices, payment of taxes, proper licensing, proper classification and payment of overtime and holiday pay.

Ms. Marasco has been involved in public works construction and in charge of certified payroll compliance for over ten years, owning her company for seven. Her experience includes working with general and electrical contractors and State, Federal, and Local authorities within five counties in Southern California. Ms. Marasco oversees a staff of 12 people in two offices and is involved in every aspect of the Company, overseeing the compliance process from pre-bid through the hearing and wage/penalty collection phases.

In addition to attending dozens of training workshops and seminars over the past eight years, Ms. Marasco has held presentations and led workshops regarding labor compliance enforcement for the Associated General Contractors of America, the Coalition for Adequate School Housing, the California Association of School Business Officials, the National Association of Women in Construction and for multiple contractors and public agencies.

**Education**

Azusa Pacific University  
University of Pittsburgh

**Professional Affiliations**

Coalition for Adequate School Housing (CASH)  
California Association of School Business Officials (CASBO)  
National Association of Women in Construction (NAWIC)  
CASH Board Working Group on Labor Compliance  
Institute of Journalism, Washington, D.C.  
Leadership Moreno Valley

**Contact Information**

Address: 555 Cajon Street, Suite A, Redlands, CA 92373  
Phone: 909-792-8812, Fax: 909-747-0404, Email: Christa@alliantconsulting.net



**Vickie Westfall**  
Vice President

Vickie is responsible for the operations of the Lancaster office and all Labor Compliance Projects in the La County region including Lancaster, Wilsona, and Eastside Union School Districts. She is also responsible for enforcing Labor Compliance within the Imperial, McCabe Union and Corona-Norco Unified School Districts. Vickie conducts pre-bid presentations and pre-construction conferences, reviews certified payroll, investigates and audits documents and correspondence for possible errors. She visits projects to conduct site interviews for the Labor Compliance Program. Vickie's almost 6 years of Labor Compliance experience ranges from going through the entire audit process including the hearing phase while working closely with the State. Vickie has over ten years of customer service experience and nine years of office management experience, including five years of construction management / payroll administration experience. Vickie has a Bachelor of Science Degree from the University of Southern California. She has continued her education with various enrichment courses at the local community college. She is a member of California for Adequate School Housing (CASH), and the California Association School Business Officials (CASBO).



**Carla De La Cruz**  
Labor Compliance Director

Carla is currently monitoring all Labor Compliance projects in the San Bernardino, Riverside, Imperial and Orange County areas where Alliant Consulting is acting as Labor Compliance Officer. These school districts include: Saddleback Valley, Chino Valley, Rim of the World, Beaumont, Magnolia, Brawley and Seeley Union school districts. Aside from the school district, Carla is responsible for overseeing labor compliance with other public awarding agencies including Coachella Valley Housing Coalition, Inland Empire Water Utilities Agency, East Valley Water District, and Linc Housing Development. Currently as Labor Compliance Director, she is responsible for ensuring compliance requirements for the different types of funding (Section 3, Section 8, HOME, HUD, ARRA, TCAC, and CDBG), reviewing Certified Payroll Reports, verifying that the appropriate Prevailing Wage rates are paid, looks at possible errors for audit and ensuring that contractors are compliant. In addition, she conducts site interviews, attends pre-bid, pre-con and Agency meetings, and conducts prevailing wage consultation services to contractor and/or private companies. Carla has five years experience in labor compliance from going through the audit and investigation process to submitting report of action to the State Labor Commissioner. Carla is a licensed Notary Public and has a Bachelor of Science Degree in Accounting.

**Experience and Client References**

Alliant Consulting prefers quality over quantity which is evident in our performance. Our project and staff growth for the past 7 years has been strong but steady. Alliant Consulting will not take on a project that it cannot complete in a timely manner. Additional staff members will be hired and trained before Alliant Consulting will accept a new project should the project be anticipated to be large enough to be straining the resources of the existing staff. We strive to keep a seven day maximum timeframe of certified payroll review and have never had work we could not complete.

**City of Redlands**

Ross Whitman, Utilities Project Specialist  
35 Cajon Street, 15A  
P: (909) 798-7584 ext. 7  
F: (909) 798-7670

**Coachella Valley Housing**

MaryAnn Ybarra, Project Manager  
45-701 Monroe Street, Suite G  
Indio, CA 92201  
P: (760) 352-3571  
F: (760) 342-6466

**LINC Housing Corporation**

Allison Riley, Project Manager  
110 Pine Avenue  
Palmdale, CA 93591  
P: (562) 684-1120  
F: (562) 684-1137

**City of Cathedral City**

Steve Johnson, P.E.  
Desert Water Agency  
68-700 Avenida Lalo Guerrero  
Cathedral City, CA 92234  
P: (760) 398-4971  
F: (760) 398-2651

**Moreno Valley Unified School District**

Josie Ripoly, Director of Purchasing  
25634 Alessandro Blvd.  
Moreno Valley, CA 92553  
P: (951) 571-7500  
F: (951) 571-7539

**Corona-Norco School District**

Don Lussier, Director of Facilities  
2820 Clark Avenue  
Norco, CA 92860  
P: (951) 736-5045  
F: (951) 736-5047

**East Valley Water District**

Gary Sturdivan, Safety & Regulatory  
3654 E. Highland Avenue, Suite 18  
Highland, CA 92346  
P: (909) 888-8986  
F: (909) 383-1481

**Coachella Valley Water District**

Brian Fogg, Water Engineer  
P.O. Box 1058  
Coachella, CA 92236  
P: (760) 398-2651  
F: (760) 391-9637

**Rim of the World Unified School District**

Debbie Quinones, Facilities Director  
27315 N. Bay Road  
Lake Arrowhead, CA 92352  
P: (909) 336-4168  
F: (909) 336-4152

**Inland Empire Utility Agency**

Scott Johnson, Project Manager  
6075 Kimball Ave.  
Chino, Ca 91709  
P: (909) 993-1625  
F: (909) 993-1989

**Experience and Client References**

**Chino Valley Unified School District**  
Carol Vernava, Director of Purchasing  
5103 Riverside Drive  
Chino, CA 91710  
P: (909) 628-1201  
F: (909) 548-6025

**Magnolia Union School District**  
Blaine Smith, Superintendent  
4502 Casey Road  
Brawley, CA 92227  
P: (760) 344-2494  
F: (760) 344-8584

**Beaumont Unified School District**  
Greg Bowers, Exec. Dir. Facilities Planning  
500 Grace Avenue  
Beaumont, CA 92223  
P: (909) 845-1631  
F: (909) 845-2039

**Heber Elementary School District**  
Jaime Silva, Superintendent  
1052 Heber Avenue  
Heber, CA 92243  
P: (760) 337-6530  
F: (760) 353-5338

**Brawley Union High School District**  
Karen Laughrin, Chief Fiscal Officer  
480 North Imperial Avenue  
Brawley, CA 92227  
P: (760) 312-6080  
F: (760) 344-9520

**Imperial Unified School District**  
Madeline Willis, Superintendent  
219 North "E" Street  
Imperial, CA 92251  
P: (760) 355-3200  
F: (760) 355-4511

**Westmorland Union School District**  
Mona Smith, Director of Business  
200 South "C" Street  
Westmorland, CA 92281  
P: (760) 344-4364  
F: (760) 344-1294

**McCabe Union School District**  
Amanda Brooke, Superintendent  
701 W. McCabe Road  
El Centro, CA 92243  
P: (760) 352-5443  
F: (760) 352-6812

**Seeley Union School District**  
Jon LeDoux, Superintendent  
1812 W. Rio Vista Street  
Seeley, CA 92273  
P: (760) 352-3571  
F: (760) 352-1629

**Eastside Union School District**  
Raj Rajumaker, Assistant Super  
45006 30<sup>th</sup> Street East  
Lancaster, CA 93535  
P: (661) 946-2813  
F: (661) 946-8211

**All Inclusive Services**

**I. Education Phase**

**1. Competitive Bidding**

Alliant Consulting will review project specifications for compliance with current labor regulations and requirements. Alliant Consulting shall assist the Agency in developing language for their bid advertisements and invitations to include the requirements of a Labor Compliance Monitoring. Alliant shall conduct or attend a pre-bid meeting to clarify the Prevailing Wage requirements for each project, distribute introductory packets to prospective bidders, and answer Contractors' and the Agency's questions regarding the Labor Compliance Monitoring and enforcement.

**2. Pre-Construction Meeting**

Alliant Consulting shall conduct or attend a job start meeting with the Prime Contractor, all listed subcontractors, and a representative of the Agency. At this meeting, the applicable federal and state requirements and the contractual obligations of Labor Compliance will be discussed, and a summary of the requirements will be signed by representatives of the Prime Contractor, all subcontractors, Agency, and Alliant. A copy of project-specific related documents, as well as applicable blank forms, Prevailing Wage posters and determinations, meeting minutes, and attendance record will be distributed to the Agency, and the applicable forms to the contractor.

**3. Outreach Activities**

In addition to presentations at all job start meetings, Alliant Consulting shall provide in-service training to Agency personnel regarding payroll collection and review, and enforcement. Alliant shall also periodically conduct workshops with contractors interested in public works projects.

**II. Monitoring and Review Phase**

**4. Collection and Review of Compliance Documentation**

Alliant Consulting shall perform all labor compliance documentation in accordance with State, Davis-Bacon and related Acts. Alliant Consulting will perform all compliance documentation in accordance with the contract and project funding. Alliant Consulting will request and ensure receipt of labor compliance required documents and weekly certified payroll records of all workers from the Contractor on each project. The listed wage rate for every worker will be compared to the prevailing wage rates posted by the Department of Industrial Relations or Davis-Bacon for each trade and work classification. Apprentice hours will also be checked to ensure proper standards are met; also Fringe Benefit Statements and Payroll Authorization for Deductions will be requested and reviewed. Any discrepancies, omissions, or inaccuracies in the submitted payrolls will be noted, and Alliant shall request, via certified mail, immediate clarification, or correction from the Contractor. On-going, regular communication with the Contractors and the Awarding Body is intended to help keep violations to a minimum. However, the Agency will receive Monthly Compliance Letters from Alliant Consulting on behalf of the project stating the project for the specific month is compliant and coordinate with the city staff the withholding of progress and/or retention payments if contractor fails to abide by labor compliance requirements.

**5. Site Monitoring**

Alliant Consulting shall obtain work schedules from the Contractor or Project Manager for the project and provide them to site monitors in order to better coordinate site visits and increase efficiency, while minimizing impact on the productivity of the workers. Site interview forms will be provided to the monitors for their use in conducting random work site interviews with 2-3 workers per contractor.



Alliant Consulting will perform necessary labor compliance interviewing of employees on site, using appropriate forms and collection of proper work classifications weekly as mandated by State and Federal Regulations or more often as necessary to investigate possible violations or claims filed by workers. Alliant also will verify documents, job-site posting of wage rate information and labor compliance posters. Alliant shall enter the information collected during these on-site interviews into a database for future reference and for use in performing audits of the payroll records, if necessary.

**III. Audit and Investigation Phase**

**6. Investigation, Audit of Certified Payrolls and Compliance Documentation**

Alliant Consulting shall promptly investigate any unresolved violations or claims of inadequate payment of wages or fringe benefits made by workers. Paycheck stubs, time cards, daily logs, and any other applicable payroll records may be requested from the Contractor and subcontractors, and will be compared with the submitted certified payrolls for that project. Alliant shall conduct additional worker interviews, and maintain an open line of communication with workers on the project site in question. In addition to investigating payment of prevailing wage rates and benefits, Alliant shall audit workers' compensation insurance coverage, apprenticeship training, and trust contributions, work hour records including overtime wages, and illegal taking of wages (kickbacks). Alliant also enforces Apprentice law pursuant to CA Labor Code 1777.5. Should there be a continuous failure by a contractor to stay in compliance; Alliant will request special action to be taken.

**IV. Enforcement Phase**

**7. Report to DIR/DOL**

In the event that a violation is not remedied within 10 days of notification to the Contractor, Alliant shall prepare a report to the DIR describing the alleged violation, including the audit forms, and supporting documentation. The report will be accompanied by a Notice of Transmittal of the violation, as well as a recommendation for withholding of payments and penalties, if applicable. The affected Contractor and the Agency will also receive a copy of this report, along with a Notice of Right to Review Evidence.

In the event that a Contractor is found to have committed a willful violation of the Labor Code, Alliant may also submit a report to The Agency and Labor Commissioner recommending debarment of that Contractor from bidding on or being awarded any public works contract for up to three years.

When the Project is completed and Notice of Completion is filed, Alliant Consulting will submit completed project labor compliance project files with complete Federal, State, HUD, and Section 3 compliance documents for retainage.

**8. Withholding and Forfeiture**

Upon approval of the amount of forfeiture, including underpayments and penalties, by the Labor Commissioner, Alliant Consulting shall authorize the withholding of contract payments to the Contractor. Alliant shall send, by certified mail, a Notice of Withholding of Contract Payments to the Contractor and DIR, as well as a Notice of Right to Review in Formal Hearing to the Contractor.

**V. Hearing Phase**

**9. Hearing Review**

Upon receipt of a Notice of Right to Review, a Contractor may request a formal hearing to review the withholding of contract payments. Alliant Consulting shall collect and transmit to DIR the appropriate documentation, and work with the attorneys to properly prepare for the review. Alliant shall represent the Agency at pre-hearing conferences, settlement meetings, and formal hearings, as necessary, to bring the matter to conclusion. The Agency's own attorney may be required in this case as Alliant is not a legal firm. Alliant Consulting will do everything possible to prevent a case from entering a Hearing Phase.

**VI. Report Phase**

**10. Annual Report to DIR/ Reports to HUD**

Alliant Consulting shall submit to the Director of DIR, on behalf of each participating Agency, an annual report on the operation of the Labor Compliance Program within sixty (60) days after the close of its fiscal year. The annual report shall contain, at the minimum, the following information:

1. The number of public works contracts awarded using Bond Act funds, and their total value;
2. A summary of wages due to workers resulting from failure by contractors to pay prevailing wage rates, the total amount withheld from money due to the contractors, and the total amount recovered by action in any court of competent jurisdiction;
3. A summary of penalties and forfeitures imposed and withheld, or recovered in a court of competent jurisdiction;
4. The number, description, and total value of contracts awarded that are exempt from requirements of payment of prevailing wages, if any.

Alliant Consulting, Inc. has never in its history been terminated or replaced by another firm on any project or failed to complete a project. Projects are completed on time and within budget unless affected by factors beyond our control such as noncompliant contractors who are taken through the Hearing process.

Alliant Consulting, Inc. a privately held financially sound, profitable firm, has grown carefully and steadily over a 7 year period utilizing sound, conservative accounting procedures. Financial Statements, provided upon request, are prepared by 180 Business Solutions of Foothill Ranch California.

Alliant Consulting has developed a number of different fee structures due to the variety of services required by the Awarding Body with whom Alliant Consulting is currently contracted to perform Labor Compliance Consultant Services. Alliant Consulting first must evaluate the Awarding Body's needs and then developing a staffing plan to meet those specific tasks. The types of contracts vary as well, with some involving only one project, while others encompass several individual construction and modernization projects within a single contract. The fee schedule below coincides with the **Proposed Method to Accomplish Work**, attached.

### **Self-Performing**

For the Awarding Body that Self Performs the tasks associated with their Labor Compliance Program, Alliant Consulting would support the Awarding Body in providing training, program set-up assistance and on-call management support. Alliant Consulting would remain available to the Self-Performing Agency on the on-call basis throughout the lifecycle of their program. Fees for these services would be based on the hourly rate of \$55 per hour, plus direct material and travel expenses, at cost.

### **Staff Augmentation Support**

For the Awarding Body wishing to utilize their 3<sup>rd</sup> party consultant for only a portion of the Scope of Work detailed in the Proposed Method to Accomplish the Work, Alliant Consulting will charge a start-up fee and a rate of \$55 per hour, plus direct material and travel expenses, at cost.

### **Outsource All LCP Services**

For the Awarding Body wishing to out-source all of the LCP activities to their 3<sup>rd</sup> party consultant, Alliant Consulting has developed the following tables show the proposed fee schedule, based on the total dollar amount of the contract. Please keep in mind that construction schedules, scope of work and determined levels of inspection may alter the cost of the estimate. Outsourcing includes the Education Phase, Monitoring and Review Phase, the Site Monitoring, the Audit and Investigation Phase, the Enforcement Phase and the Annual Report Phase in the attached Proposed Method to Accomplish Work. Outsourced fees are inclusive of all costs and materials to implement and enforce a Labor Compliance Program on a construction project, including travel within 60 miles of our office in Redlands, Lancaster or Irvine. Additional miles will be billed at a rate of \$0.60 per mile. Should the LCP consultant contract be for multiple of projects, then all mileage fees will be waived.

## **Alliant Consulting, Inc.**

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### **Fee Schedule Perris Valley Aquatic Center Project**

**For full Prevailing Wage Monitoring and Enforcement, Alliant Consulting's fee is based on the following:**

**File Set Up / Pre-Construction Meeting / Annual Report Process Fee: \$1,500**

**Payroll Review, Correspondence: \$52.00 / hr for est. 10 hours per week for 56 weeks duration = \$29,120.00**

**Weekly site interviews and summaries: \$125 per week for 56 weeks duration = \$7,000.00**

**Estimated Not to Exceed Amount: \$37,620.00**

*This fee schedule and not to exceed proposal is good for one year, and is good for this project only. It is based on a full project audit and LCP implementation for the above mentioned project. It is based on an estimated construction cost of \$23,000,000 and fifty six (56) weeks in duration. For extension of services past existing requirements, Alliant Consulting will honor the same hourly amount but the Not to Exceed amount will be changed to reflect the changes in Scope of Work. \**

*Alliant Consultings' monitoring cost will cover full review of certified payroll, ongoing communication to affected parties for resolution of any issues, issuance of reports to the state for non-compliance if necessary, site interviews and routine compliance reports as mandated by the Awarding Agency.*

### **Fees for Hearing Review**

Should a case be prepared by Alliant for withholding and/or litigation that leads to a Hearing for a noncompliant contractor over the normal Scope of Work due to Hearing, it will result in additional costs of \$65 per hour, plus direct material expenses. These costs will not be included unless there is a case where a litigation package must be prepared for the State's formal review of forfeitures and withholding. Every effort will be made by Alliant Consulting to keep the Contractor in compliance with the laws of the Labor Codes in California.

### **Menu of Services**

Alliant Consulting estimates 30 personnel hours for Phase I Education activities. Phase II requires approximately two to three hours per week for payroll review and for every ten workers, and ten hours per month of site monitoring for every ten workers, including travel time. Personnel hours required for Phase III Audit and Investigation, Phase IV Enforcement, Phase V Hearing Review and Phase VI Annual Report are dependent upon the compliance of the Contractors on each project.

All services listed in the Proposed Method to Accomplish Work, will be provided solely by Alliant Consulting.