

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

641



**SUBMITTAL DATE:**  
August 4, 2011

**FROM:** Redevelopment Agency

**SUBJECT:** Mead Valley Library- Consulting Services Agreement

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

1. Approve and authorize the Chairman of the Board to execute the attached consulting services agreement between Construction Testing and Engineering, Inc. of Riverside, California, (CTE) and the Redevelopment Agency for the County of Riverside (Agency) in the amount of \$133,349; and
2. Authorize the Executive Director to administer the agreement in accordance with applicable Board policies.

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: *Samuel Wong*  
 REVIEWED BY: *CHRISTOPHER HANS*  
 DATE: 7/28/11  
 FORM APPROVED COUNTY COUNSEL  
 BY: *Marshall Victor*  
 MARSHALL VICTOR

**BACKGROUND:** (Commences on Page 2)

*Robert Field*  
Robert Field  
Executive Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 133,349	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 SUPERVISORS AGENDA:** No

<b>SOURCE OF FUNDS:</b> I-215 Corridor Redevelopment Project Area Capital Improvement Funds – Mead Valley 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: *Jennifer L. Sargent*  
Jennifer L. Sargent

**County Executive Office Signature**

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

**Prev. Agn. Ref.:** 4.11 of 6/28/11; 4.2 of 5/24/11      **District:** 1      **Agenda Number:** 4.2

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**BACKGROUND:** (Continued)

On May 19, 2011 and May 26, 2011, the agency advertised a Request for Qualifications in the Press Enterprise seeking a qualified deputy soils, materials testing and inspection firm for the Mead Valley Library Project.

On June 2, 2011, 18 Statements of Qualifications were submitted to the agency. The agency reviewed the 18 submissions and conducted interviews on the top 2 candidates. CTE was determined by the agency to be the most qualified candidate for the Mead Valley Library Project.

Agency staff recommends that the Board approve the attached consulting services agreement for Construction Testing & Engineering, Inc., in the amount of \$133,349.

Redevelopment bond funds from the I-215 Corridor Project Area – Mead Valley Sub-Area will fund this project.



1 a survey area as may be appropriate and necessary in the interest of general welfare, including  
2 recreational and other facilities incidental or appurtenant to them; and

3 WHEREAS, the proposed services provided in this Agreement will benefit the PROJECT  
4 AREA by facilitating the construction of the Mead Valley Library (hereinafter the "PROJECT")  
5 which will improve the overall physical condition of the property as necessary to implement the  
6 PLAN; and

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

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

10 1. DESCRIPTION OF SERVICES: CONSULTANT shall provide all facilities,  
11 transportation, and labor necessary to provide the services for PROJECT as described in  
12 Exhibit "A", attached hereto and incorporated herein.

13 1.1 CONSULTANT represents and maintains that it has all personnel required  
14 to perform the services under this Agreement, and are skilled in the professional calling  
15 necessary to perform all services, duties and obligations required by this Agreement to fully and  
16 adequately provide services for the PROJECT. CONSULTANT shall not subcontract the  
17 performance of this Agreement nor any part thereof without the prior written consent of the  
18 AGENCY. CONSULTANT shall perform the services and duties in conformance to and  
19 consistent with the standards generally recognized as being employed by professionals in the  
20 same discipline in the State of California. CONSULTANT further represents and warrants to  
21 AGENCY that it has all licenses, permits, qualifications and approvals of whatever nature are  
22 legally required to practice its profession. CONSULTANT further represents that it shall keep all  
23 such licenses and approvals in effect during the term of this Agreement.

24 1.2 CONSULTANT shall comply with all applicable laws, ordinances, and codes  
25 of the federal, state and local governments while performing the services described herein.

26 2. TERM OF AGREEMENT/PERIOD OF PERFORMANCE: CONSULTANT shall  
27 commence performance upon execution of this Agreement, and complete performance of  
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1 services described in Exhibit "A" during the construction phase, which is estimated to be 13  
2 months. The full term of this Agreement shall be fifteen (15) months from the date of execution.  
3 CONSULTANT will diligently and responsibly pursue the performance of the services required of  
4 it by this Agreement through completion unless the work is altered by written amendment(s)  
5 pursuant to Section 14, or terminated as specified in Section 9. All applicable indemnification  
6 provisions in this Agreement shall remain in effect following the termination of this Agreement.

7       3.     COMPENSATION: The AGENCY shall pay the CONSULTANT for services  
8 performed and expenses incurred in an amount not to exceed One Hundred Thirty-Three  
9 Thousand, Three Hundred Forty-Nine Dollars (\$133,349.00). CONSULTANT shall submit  
10 monthly invoices to AGENCY for progress payments based on work completed to date of  
11 invoice, based on the phases of work and fees therefore set out in Exhibit "A". AGENCY shall  
12 reimburse CONSULTANT within thirty (30) days of receipt of invoice.

13             3.1     Certain Classifications of Labor under this contract may be subject to  
14 prevailing wage requirements. It is anticipated that survey and/or soils testing work will or may  
15 be performed which classifications are subject to payment of prevailing wage when performed  
16 as pre-construction or construction activities on a public works project.

17             a.       Reference is made to Chapter 1, Part 7, Division 2 of the California  
18 Labor Code (commencing with Section 1720). By this reference said Chapter 1 is incorporated  
19 herein with like effect as if it were here set forth in full. The parties recognize that said Chapter 1  
20 deals, among other things with discrimination, penalties and forfeitures, their disposition and  
21 enforcement, wages, working hours, and securing worker's compensation insurance and directly  
22 effect the method of prosecution of the work by Consultant and subject it under certain  
23 conditions to penalties and forfeitures. Execution of the Agreement by the parties constitutes  
24 their agreement to abide by said Chapter 1, their stipulation as to all matters which they are  
25 required to stipulate as to by the provisions of said Chapter 1, constitutes Consultant's  
26 certification that he is aware of the provisions of said Chapter 1 and will comply with them and  
27 further constitutes Consultant's certification as follows: "I am aware of the provisions of Section  
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1 3700 of the California Labor Code which require every employer to be insured against liability  
2 for worker's compensation or to undertake self-insurance in accordance with the provisions of  
3 that Code, and I will comply with such provisions before commencing the performance of the  
4 work of this contract."

5           b. Pursuant to Section 1773 of the Labor Code, the general prevailing  
6 wage rates, including the per diem wages applicable to the work, and for holiday and overtime  
7 work, including employer payments for health and welfare, pension, vacation, and similar  
8 purposes, in the county in which the work is to be done have been determined by the Director of  
9 the California Department of Industrial Relations. These wages are available from the California  
10 Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>, and are available at  
11 the main office of Agency.

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

23           5. INDEMNIFICATION: CONSULTANT shall indemnify and hold harmless the  
24 County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective  
25 directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and  
26 representatives (individually and collectively hereinafter referred to as Indemnitees) from any  
27 liability whatsoever, including but not limited to, property damage, bodily injury, or death, based  
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1 or asserted upon any services of CONSULTANT, its officers, employees, subcontractors,  
2 agents or representatives, arising out of or in any way relating to this Agreement.  
3 CONSULTANT shall defend, at its sole expense, and pay all costs and fees including, but not  
4 limited, to attorney fees, cost of investigation, defense and settlements or awards, on behalf of  
5 the Indemnitees in any claim or action based upon such liability.

6 With respect to any action or claim subject to indemnification herein by CONSULTANT,  
7 CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and  
8 shall have the right to adjust, settle, or compromise any such action or claim without the prior  
9 consent of AGENCY; provided, however, that any such adjustment, settlement or compromise  
10 in no manner whatsoever limits or circumscribes CONSULTANT'S indemnification to  
11 Indemnitees as set forth herein. CONSULTANT'S obligation hereunder shall be satisfied when  
12 CONSULTANT has provided to AGENCY the appropriate form of dismissal relieving AGENCY  
13 from any liability for the action or claim involved.

14 The specified insurance limits required in this Agreement shall in no way limit or  
15 circumscribe CONSULTANT'S obligations to indemnify and hold harmless the Indemnitees  
16 herein from third party claims. In the event there is conflict between this clause and California  
17 Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such  
18 interpretation shall not relieve the CONSULTANT from indemnifying the Indemnitees to the  
19 fullest extent allowed by law.

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

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

1 Endorsement.

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

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

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

2           6.5   General Insurance Provisions - All lines:

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

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

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

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

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

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

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

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

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

1 performed under this Agreement.

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

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

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

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

27 9.3 Effect of Termination For Cause. If the termination is due to the failure of  
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1 CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be  
2 compensated for those services which have been completed and accepted by the AGENCY. In  
3 such case, the AGENCY may take over the work and prosecute the same to completion by  
4 contract or otherwise. Further, CONSULTANT shall be liable to the AGENCY for any  
5 reasonable additional costs incurred by the AGENCY to revise work for which the AGENCY has  
6 compensated CONSULTANT under this Agreement, but which the AGENCY has determined in  
7 its sole discretion needs to be revised in part or whole to complete the services. Following  
8 discontinuance of services, the AGENCY may arrange for a meeting with CONSULTANT to  
9 determine what steps, if any, CONSULTANT can take to adequately fulfill its requirements  
10 under this Agreement. In its sole discretion, AGENCY'S Representative may propose an  
11 adjustment to the terms and conditions of the Agreement, including the contract price. Such  
12 contract adjustments, if accepted in writing by the Parties, shall become binding on  
13 CONSULTANT and shall be performed as part of this Agreement. In the event of termination for  
14 cause, unless otherwise agreed to in writing by the parties, this Agreement shall terminate  
15 immediately upon providing the Notice of Termination. Termination of this Agreement for cause  
16 may be considered by the AGENCY in determining whether to enter into future agreements with  
17 CONSULTANT.

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

21           10. CONFLICT OF INTEREST: CONSULTANT represents and agrees that  
22 CONSULTANT has not employed any person to solicit or procure this Agreement, and has not  
23 made, and will not make, any payment or any agreement for the payment of any commission,  
24 percentage, brokerage, contingent fees, or other compensation in connection with the  
25 procurement of this Agreement. CONSULTANT shall have no interest, and shall not acquire  
26 any interest, direct or indirect, which will conflict in any manner or degree with the performance  
27 of services required under this Agreement.

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

5    **AGENCY**

6 Rebecca Tsagris, Project Manager  
7 Redevelopment Agency  
8 3403 10<sup>th</sup> Street, Suite 400  
9 Riverside, CA 92501  
10 Phone: (951) 955-8764  
11 Fax: (951) 955-4890

5    **CONSULTANT**

6 Thomas Gaeto, President  
7 Construction Testing & Engineering, Inc.  
8 14538 Meridian Parkway, Suite A  
9 Riverside, CA 92518  
10 (951) 571-4081  
11 (951) 571-4188 fax

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

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

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

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

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

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

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

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

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

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

22           21. LEGAL REVIEWS. AGENCY may, in its sole and exclusive discretion, conduct  
23 reviews to determine the legal sufficiency of any and all documents prepared by CONSULTANT,  
24 by or through AGENCY counsel.

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


1 merged herein. Any modifications to the terms of this Agreement must be in writing and signed  
2 by the parties herein.

3  
4 **IN WITNESS WHEREOF**, the CONSULTANT and AGENCY have executed this  
5 Amendment as of the date first above written.


6  
7 **REDEVELOPMENT AGENCY**  
8 **FOR THE COUNTY OF RIVERSIDE**

**CONSTRUCTION TESTING & ENGINEERING**  
**INCORPORATED**

9  
10 \_\_\_\_\_  
11 **BOB BUSTER**  
12 Chairman, Board of Directors

  
13 \_\_\_\_\_  
14 **THOMAS GAETO**  
15 President

16 **APPROVED AS TO FORM:**  
17 **PAMELA WALLS**  
18 **AGENCY COUNSEL**

19 By  7/28/11  
20 Deputy

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

24  
25 By \_\_\_\_\_  
26 Deputy

# EXHIBIT A



## CONSTRUCTION TESTING & ENGINEERING, INC.

14538 MERIDIAN PARKWAY, SUITE A | RIVERSIDE, CA 92516 | 951.571.4081 | FAX 951.571.4188

June 1, 2011

PR# 211037 REV

Ms. Rebecca Tsagris  
Riverside County Redevelopment Agency  
3403 Tenth Street, Suite 400  
Riverside, CA 92501  
(951) 955-8764

**PROPOSAL: TO PROVIDE DEPUTY SOILS AND MATERIAL TESTING & INSPECTION SERVICES FOR THE RIVERSIDE ECONOMIC DEVELOPMENT AGENCY: MEAD VALLEY LIBRARY PROJECT 21580 OAKWOOD STREET, PERRIS, CA**

Dear Ms. Tsagris:

After careful review of the project plans, specifications, and our experience on similar projects; Construction Testing and Engineering, Inc. (CTE) is pleased to present the attached proposal to perform Materials Testing and Special Inspection services on the Riverside County Economic Development Agency's (EDA) Mead Library Project.

### PROJECT UNDERSTANDING

It is our understanding that the EDA plans to construct a new 22, 000 square foot library that will include a community room, break room, reading rooms, photovoltaic system, amphitheater, landscaping, parking, and street improvements including curb, gutter, sidewalk and paving.

### SCOPE OF SERVICES

It is our understanding that the Scope of Services will include but not limited to:

**Pre-Construction Meeting-** For the pre-construction meeting, the Consultant shall attend and provide all necessary reports and updates associated with the project scope.

**Inspection Services-** During construction, as the Agency's representative, the Consultant shall provide as needed deputy inspection and material testing services throughout the construction of the project. The Consultant shall attend construction meetings with Agency staff, the prime contractor, and any affected sub-contractors when called upon. The Consultant shall work cooperatively with other agency inspectors and implement inspection requirements of the Riverside County EDA, City of Perris, Riverside County Flood Control & Water Conservation District, and other agencies with jurisdiction to inspect the project. The Consultant shall prepare any necessary contract change orders, and shall provide recommendations regarding any change order requests submitted by the contractor.

**Acceptance Inspection-** The Consultant shall participate in a final walk-through with inspecting agencies and prepare a construction deficiencies list (Punch List) that documents items to be completed prior to acceptance of the completed project.

**Warranty Inspection-** The Consultant shall participate in an inspection of the improvements one month prior to the conclusion of the contractor's one-year warranty period and make recommendations for repairs or modifications, as appropriate.



**Soil and Material Testing Services** – The Consultant shall provide special inspection and testing for all necessary materials including, but not limited to, the following:

- Fill Compaction
- Compression testing
- Reinforcing Steel
- Concrete sampling
- CMU Placement and Sampling
- Structural Steel
- Masonry
- Grout and Mortar
- Epoxy & Expansion Anchors
- Expansion Bolt Pull Testing
- Footing Excavation
- Pile/Pier Installation
- Reinforcement Placement
- Concrete Placement
- Site Grading Observations
- Soil and Paving Compaction Testing
- Marshall D1559 for Asphalt
- D1557 for Base Material
- Welding Including any NDT Requirements
- Field Welding
- High Strength Bolting
- Masonry Placement & Grouting
- Shear Stud Installation
- Epoxy & Expansion Anchors
- Anchor Bolts Embedded in Concrete or Masonry

CTE also understands a final compaction report shall be submitted to EDA Design and Construction which shall include pad certification document stating that grading has been done in conformance with the recommendations of the soils report.

## **PROJECT BUDGET**

CTE recognizes in this time of ever shrinking budgets, many government agencies like the EDA are looking for ways to save money on projects and to justify how and where tax dollars are spent. 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 nearest hour, plus one hour. While this may only save the Agency an hour here or there the savings does add up over time, thus making the most efficient use of tax dollars.

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.

## **PROJECT BUDGET SAVINGS**

CTE employs several multi-carded Soil Technicians who could also provide concrete inspection as needed. Through efficient use of staff assigned to the project and our ability to utilize multi-registered technicians who could perform several functions during a single site visit; the EDA would be able to realize substantial savings for the project

## **ASSUMPTIONS**

The following proposal is based on a 14 month Project Schedule and the review of the BID SET of Plans and specs dated May 2011 prepared by DLR Group.

**Proposed Materials Testing and Inspection Services:**

<b>Service</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate/Unit</b>	<b>Total</b>
Reinforced Concrete Inspection	140	hrs @	\$75	\$10,500
ACI Technician	80	hrs @	\$75	\$6,000
Field Weld/Bolting Inspection:	500	hrs @	\$75	\$37,500
Expansion/ Epoxy Bolt/Dowel Inspection:	24	hrs @	\$75	\$1,800
Expansion/ Epoxy Bolt/Dowel Inspection Pull Tests:	8	hrs @	\$80	\$640
Column Grouting Inspection:	32	hrs @	\$75	\$2,400
Non-Destructive Testing Inspector - Field	340	hrs @	\$76	\$25,840
Non-Destructive Testing Inspector - Shop	40	hrs @	\$76	\$3,040
Concrete Compression Tests	80	each @	\$20	\$1,600
Column Grout Concrete Compression Tests	12	each @	\$22	\$264
<b>Estimated Sub-Total Materials Testing and Inspection:</b>				<b>\$89,584</b>

**Proposed Geotechnical Testing Services:**

<b>Service</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate/Unit</b>	<b>Total</b>
Soils Technician (Compaction Test - Mass Grading, Over-Ex Alluvium)	160	hrs @	\$75	\$12,000
Soils Technician (Compaction Test - Trench / Wall Backfill)	200	hrs @	\$75	\$15,000
Soils Technician (Compaction Test - Pavement SG / Base)	60	hrs @	\$75	\$4,500
Asphaltic Paving Inspection (Including Marshall 400 each)		hrs @	\$70	\$4,200
Footing Inspection - Engineer / Geologist	24	hrs @	\$80	\$1,920
Lab Maximum Density Test	3	each @	\$175	\$525
"R" Value Testing	1	each @	\$220	\$220
Sieve Analysis	8	each @	\$30	\$240
Compaction Reports	2	each @	\$700	\$1,400
Misc. Engineering Services	32	hrs @	\$80	\$2,560
Sr. Geologist Services(Drilling of Post Footings)	4	hrs @	\$100	\$400
Sr. Engineer Services	8	hrs @	\$100	\$800
<b>Estimated Sub-Total Geotechnical Services:</b>				<b>\$43,765</b>

**Estimated Total Proposed Services:****\$133,349**

**GENERAL CONDITIONS:**

This will be a T&M based contract.

The above estimate is based upon time on site rounded up to the next hour using a five day work week; all overtime will be billed at 1.5 times regular rate.

Please note that all inspector and technician rates will increase every July 1, commensurate with the State of California Prevailing Wage Rate annual increase.

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


This proposal is a good faith estimate of project inspection and testing costs. Actual billing will depend on the actual construction schedule and re-testing requirements.

**IN CLOSING**

We thank you for the opportunity to submit this proposal and look forward to working with you on the Mead Valley Library Project. We would appreciate an opportunity to review this proposal with you and perhaps "fine-tune" our estimated budget based on your construction schedule.

Please contact me at (951) 571-4081 or (951) 552-5732 if you have any questions or if I may be of assistance to you. I can also be contacted via email at [Tiffany@cte-inc.net](mailto:Tiffany@cte-inc.net).

Sincerely,  
**CONSTRUCTION TESTING & ENGINEERING, INC.**

  
Tiffany Hilborn,  
Business Development