

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



911

FROM: Redevelopment Agency

SUBMITTAL DATE:
November 10, 2011

SUBJECT: Mead Valley Community Center Project – Consulting Services Agreement for Geotechnical Services with K&R Consulting, Inc.

RECOMMENDED MOTION: That the Board of Directors:

1. Approve and authorize the Chairman of the Board to execute the attached consulting services agreement between K&R Consulting and the Redevelopment Agency for the County of Riverside (Agency) in the amount of \$129,495;
2. Authorize the Executive Director to administer the agreement in accordance with applicable Board policies;
3. Delegate authority to the Executive Director and/or designee to sign amendments up to 10% of contract amount; and

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Samuel Wong 11/10/11
 SAMUEL WONG
 Department of Administrative Services
 DATE: 11/7/11
 FORM APPROVED COUNTY COUNSEL
 BY: H. K. Keaton
 MARSHAL VICTOR

(Continued)
REVIEWED BY CIP

Christopher Hans

Robert Field
 Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 129,495	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

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

C.E.O. RECOMMENDATION: APPROVE
 BY:
County Executive Office Signature Jennifer L. Sargent

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

Prev. Agn. Ref.: 4.3 of 5/3/11; 4.17 of 6/28/11 **District:** 1 **Agenda Number:** 4.1

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

RECOMMENDED MOTION: (Continued)

4. Make findings that the proposed agreement (and any needed amendments thereto) between the Agency and K&R Consulting with regard to the Mead Valley Community Center construction is an enforceable obligation of the Agency.

BACKGROUND:

This consulting services agreement is considered an enforceable obligation and may be executed because the original construction contract that it supports was executed on June 28, 2011, and geotechnical testing and services are necessary and essential in order to construct this facility.

On July 27 and August 3, 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 Community Center Project.

On August 17, 2011, 16 Statement of Qualifications were submitted to the Agency. The Agency reviewed 16 submissions. K&R Consulting was determined by the Agency to be the most qualified candidate for the Mead Valley Community Center Project.

1 **CONSULTING SERVICES AGREEMENT FOR**
2 **GEOTECHNICAL MATERIAL TESTING AND SPECIAL INSPECTION SERVICES**
3 **FOR THE MEAD VALLEY COMMUNITY CENTER PROJECT**
4 **BY AND BETWEEN**
5 **REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**
6 **AND K & R CONSULTING, INC.**

7 **THIS AGREEMENT**, is made and entered into this ____ day of _____, 2011,
8 by and between the REDEVELOPMENT AGENCY FOR THE COUNTY OF
9 RIVERSIDE, a public body corporate politic in the State of California (hereinafter
10 "AGENCY"), and K & R CONSULTING, INC. (hereinafter "CONSULTANT").

11 **WITNESSETH:**

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

17 **WHEREAS**, Section 33445 of the California Health and Safety Code provides
18 that a redevelopment AGENCY may pay all or part of the cost of the construction of
19 any building, facility, structure or other improvement, which is to be publicly owned and
20 is located within or outside of a redevelopment project area upon making certain
21 findings; and

22 **WHEREAS**, the Riverside County Board of Supervisors adopted, by Ordinance
23 No. 821, on July 16, 2001, a redevelopment plan for an area within the County known
24 as the I-215 Corridor Redevelopment Project Area (hereinafter referred to as "Project
25 Area"), and

26 **WHEREAS**, the Project Area was adopted in order to eliminate blight and
27 revitalize the substandard physical and economic conditions that exist within the
28 Project Area; and

WHEREAS, Section 33220 of the Community Redevelopment Law permits
AGENCY and COUNTY to cooperate and assist each other in certain redevelopment

1 activities that are the subject of this Agreement; and;

2 **WHEREAS**, the proposed services provided in this Agreement are necessary to
3 ensure proper construction materials, equipment, labor, and processes for the Mead
4 Valley Community Center Project (hereinafter referred to as "PROJECT").

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

7 **1. DESCRIPTION OF SERVICES**: CONSULTANT has completely and carefully
8 reviewed the PROJECT site, the Request for Qualifications, plans, specifications,
9 construction and utility schedule provided by AGENCY, and site prior to submitting their
10 proposal for services as verified in Exhibit "A", attached hereto and incorporated herein,
11 and herein agrees to provide all equipment, services, testing, facilities, transportation,
12 labor and materials necessary for complete geotechnical material testing and special
13 inspections including, but not limited to:

14 a. Grading and compaction inspection and testing for sub-grade, building
15 pad, utility trenches, aggregate base, asphalt;

16 b. Continuous construction inspection and testing for reinforced steel
17 observation and testing, reinforced concrete inspection, structural steel/welding
18 inspection, re-bar inspection, sampling/ID, continuous CMU masonry special inspection
19 and testing, anchor bolt inspection, ultrasonic inspection of all welds per the California
20 Building Code and Riverside County Facilities Management;

21 c. Laboratory inspection and testing for maximum density determinations,
22 expansion index, R-Value, concrete compression testing, mortar
23 compression testing, grout compression testing, masonry prism;

24 d. Engineering, staff review, and project management including all reports and
25 sample pick-ups;

26 e. All inspections and material testing shall be in accordance with the
27 California Building Code. In case of conflicts between the Project
28 documents abovementioned, the more restrictive and higher quality testing

1 and inspection shall govern.

2 **1.1** The Project is located at 21091 Rider Street located between Brown Street
3 and Lee Street in the unincorporated community of Mead Valley. The full scope of
4 construction includes the demolition of the existing facilities and construction of a
5 36,000 square foot community center including childcare classrooms, community room,
6 senior center, medical/dental clinic, kitchen, multi-purpose recreational field, basketball
7 court, community garden, tot-lot, parking lot, landscaping, and off-site street and sewer
8 infrastructure improvements. Street improvements will include hardscape and
9 softscape landscaping fronting the Project.

10 **1.2** CONSULTANT hereby agrees to provide all geotechnical material testing
11 and special inspections services based on an eight hour per day construction schedule
12 of Four Hundred and Eighty Seven Days (487 days), Monday through Friday,
13 approximately eight (8) hours per day (1,840 total verified onsite hours including any
14 out of sequence construction activities, and based on a standard construction workday
15 of eight (8) hours per day). Additional days of service are to be used only as approved
16 by the AGENCY'S Project Manager. Laboratory testing shall meet the requirements of
17 the American Society for Testing and Materials (ASTM), and perform all testing under
18 supervision and control of a California Registered Professional Engineer.
19 CONSULTANT shall employ both a registered geotechnical engineer (GE) as well as a
20 certified engineering geologist (CEG) for geotechnical material testing, shall become
21 the "geotechnical engineer of record" for the project, and concurs with, and accepts as
22 their own all previous geotechnical recommendations and findings for the PROJECT.

23 **1.3** CONSULTANT agrees to verify the material or inspection service request
24 with the AGENCY and or PROJECT contractor before mobilizing to the site each day
25 for geotechnical material testing and special inspections. AGENCY shall not be
26 responsible, nor reimburse CONSULTANT, for any expenses incurred due to
27 CONSULTANT'S failure to verify a need for geotechnical material testing and special
28 inspections service and requirements for that specific calendar work day.

1 **1.4** CONSULTANT represents and maintains that it is skilled in the
2 professional calling necessary to perform all services, duties and obligations required
3 by this Agreement to fully and adequately complete the project. CONSULTANT shall
4 perform the services and duties in conformance to and consistent with the standards
5 generally recognized as being employed by professionals in the same discipline in the
6 State of California. CONSULTANT further represents and warrants to the AGENCY
7 that it has all licenses, permits, qualifications and approvals of whatever nature are
8 legally required to practice its profession. CONSULTANT further represents that it shall
9 keep all such licenses and approvals in effect during the term of this Agreement.

10 **2. PERIOD OF PERFORMANCE:** CONSULTANT shall commence
11 performance upon issuance of a Notice to Proceed Letter from Agency, and complete
12 performance throughout the established construction schedule of Four Hundred and
13 Eighty Seven Days (487 days), Monday through Friday, approximately eight (8) hours
14 per day (1,840 total verified onsite hours including any out of sequence construction
15 activities, and based on a standard construction workday of eight hours per day).
16 Additional days of service are to be used only as approved by the AGENCY'S Project
17 Manager. CONSULTANT will diligently and responsibly pursue the performance of the
18 services required of it by this Agreement through project completion (construction
19 activities and construction schedule) unless the work is altered by written
20 amendment(s) pursuant to Section 14, or terminated as specified in Section 9. All
21 applicable indemnification provisions in this Agreement shall remain in effect following
22 the termination of this Agreement.

23 **3. COMPENSATION:** The AGENCY shall pay the CONSULTANT an
24 amount, not-to-exceed One Hundred Twenty-Nine Thousand and Four Hundred and
25 Ninety-Five Dollars (\$129,495). AGENCY'S Executive Director shall be authorized to
26 execute amendments to this Agreement up to the amount of Twelve Thousand, Nine
27 Hundred and Forty-Nine Dollars and Fifty Cents (\$12,949.50) in accordance with
28 Section 14. CONSULTANT shall submit invoices to the AGENCY for progress

1 payments based on work completed to date. If the CONSULTANT completes the work
2 ahead of schedule and under budget, the AGENCY will retain any unused monies.
3 However, if the CONSULTANT exceeds the schedule and not-to-exceed budget, no
4 additional monies shall be paid or due CONSULTANT beyond the abovementioned
5 amount. The PROJECT is a public works project and therefore subject to full prevailing
6 wage provision requirements. CONSULTANT hereby agrees to pay for all travel and
7 daily trip charges; AGENCY will not compensate CONSULTANT for minimum daily
8 show-up charges.

9 **3.1** Certain Classifications of Labor under this contract may be subject to
10 prevailing wage requirements. It is anticipated that the performance tests will or may
11 be performed which classifications are subject to payment of prevailing wage when
12 performed as pre-construction, construction activities or post-construction services on a
13 public works project.

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

1 formance of the work of this contract.”

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

9 **3.2** Said compensation shall be paid in accordance with an invoice submitted
10 to AGENCY by CONSULTANT within fifteen (15) days from the last day of each
11 calendar month, and AGENCY shall pay the invoice within thirty (30) working days from
12 the date of receipt of the invoice.

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

25 **5. INDEMNITY AND HOLD HARMLESS:** The CONSULTANT agrees to
26 and shall indemnify and hold harmless the County of Riverside, its Agencies, Districts,
27 Departments and Special Districts, their respective directors, officers, Board of
28 Supervisors, elected and appointed officials, employees, agents and representatives

1 (hereinafter individually and collectively referred to as "Indemnitees") from all liability,
2 including, but not limited to loss, suits, claims, demands, actions, or proceedings to the
3 extent caused by any alleged or actual negligence, recklessness, willful misconduct,
4 error or omission of CONSULTANT, its directors, officers, partners, employees, agents
5 or representatives or any person or organization for whom CONSULTANT is
6 responsible, arising out of or from the performance of services under this Agreement.

7 **5.1** As respects each and every indemnification herein CONSULTANT shall
8 defend and pay, at its sole expense, all costs and fees including but not limited to
9 attorney fees, cost of investigation, and defense and settlements or awards against the
10 Indemnitees.

11 **5.2** With respect to any action or claim subject to indemnification herein by
12 CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel
13 of their own choice and shall have the right to adjust, settle, or compromise any such
14 action or claim without the prior consent of AGENCY; provided, however, that any such
15 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes
16 CONSULTANT'S indemnification to Indemnitees as set forth herein.

17 **5.3** CONSULTANT'S obligation hereunder shall be satisfied when
18 CONSULTANT has provided to Indemnitees the appropriate form of dismissal relieving
19 Indemnitees from any liability for the action or claim involved.

20 **5.4** The specified insurance limits required in this Agreement shall in no way
21 limit or circumscribe CONSULTANT'S obligations to indemnify and hold harmless
22 Indemnitees from third party claims.

23 **5.5** In the event there is conflict between this clause and California Civil Code
24 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
25 interpretation shall not relieve the CONSULTANT from indemnifying the AGENCY to
26 the fullest extent allowed by law.

27 **6. INSURANCE:** Without limiting CONSULTANT'S indemnification,
28 CONSULTANT shall maintain in force at all times during the performance of this

1 Agreement, insurance policies evidencing coverage during the entire term of the
2 Agreement as follows:

3 **6.1 Workers' Compensation:** If CONSULTANT has employees as defined
4 by the State of California, CONSULTANT shall maintain Workers' Compensation
5 Insurance (Coverage A) as prescribed by the laws of the State of California. Policy
6 shall include Employers' Liability (Coverage B) including Occupational Disease with
7 limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to
8 waive subrogation in favor of the AGENCY and County of Riverside; and, if applicable,
9 to provide a Borrowed Servant/Alternate Employer Endorsement.

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

20 **6.3 Vehicle Liability:** If CONSULTANT'S vehicles or mobile equipment are
21 used in the performance of the obligations under this Agreement, CONSULTANT shall
22 maintain liability insurance for all owned, non-owned or hired vehicles in an amount not
23 less than \$1,000,000 per occurrence combined single limit. If such insurance contains
24 a general aggregate limit, it shall apply separately to this agreement or be no less than
25 two (2) times the occurrence limit. Policy shall name the AGENCY, County of
26 Riverside, special districts, their respective directors, officers, Board of Supervisors,
27 elected officials, employees, agents, or representatives as an Additional Insured.

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1 **6.4 Professional Liability:** CONSULTANT shall maintain Professional
2 Liability Insurance providing coverage for performance of work included within this
3 Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and
4 \$2,000,000 annual aggregate. If CONSULTANT'S Professional Liability Insurance is
5 written on a claims made basis rather than an occurrence basis, such insurance shall
6 continue through the term of this Agreement. Upon termination of this Agreement or
7 the expiration or cancellation of the claims made insurance policy CONSULTANT shall
8 purchase at his sole expense either 1) an Extended Reporting Endorsement (also
9 known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a
10 retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3)
11 demonstrate through Certificates of Insurance that CONSULTANT has maintained
12 continuous coverage with the same or original insurer. Coverage provided under
13 items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of
14 this Agreement.

15 **6.5 General Insurance Provisions - All lines:**

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

21 **b.** The CONSULTANT'S insurance carrier(s) must declare its insurance
22 deductibles or self-insured retentions. If such deductibles or self-insured retentions
23 exceed \$500,000 per occurrence such deductibles and/or retentions shall have the
24 prior written consent of the AGENCY Risk Manager before the commencement of
25 operations under this Agreement. Upon notification of deductibles or self insured
26 retentions which are deemed unacceptable to the AGENCY, at the election of the
27 AGENCY'S Risk Manager, CONSULTANT'S carriers shall either; 1) reduce or
28 eliminate such deductibles or self-insured retentions as respects this Agreement with

1 the AGENCY, or 2) procure a bond which guarantees payment of losses and related
2 investigations, claims administration, defense costs and expenses.

3 c. The CONSULTANT shall cause their insurance carrier(s) to furnish the
4 AGENCY with 1) a properly executed original Certificate(s) of Insurance and certified
5 original copies of Endorsements effecting coverage as required herein; or, 2) if
6 requested to do so orally or in writing by the AGENCY Risk Manager, provide original
7 Certified copies of policies including all Endorsements and all attachments thereto,
8 showing such insurance is in full force and effect. Further, said Certificate(s) and
9 policies of insurance shall contain the covenant of the insurance carrier(s) shall provide
10 no less than thirty (30) days written notice be given to the AGENCY prior to any
11 material modification or cancellation of such insurance. In the event of a material
12 modification or cancellation of coverage, this Agreement shall terminate forthwith,
13 unless the AGENCY receives, prior to such effective date, another properly executed
14 original Certificate of Insurance and original copies of endorsements or certified original
15 policies, including all endorsements and attachments thereto evidencing coverages
16 and the insurance required herein is in full force and effect. Individual(s) authorized by
17 the insurance carrier to do so on its behalf shall sign the original endorsements for
18 each policy and the Certificate of Insurance. **CONSULTANT shall not commence**
19 **operations until the AGENCY has been furnished original Certificate(s) of**
20 **Insurance and certified original copies of endorsements or policies of insurance**
21 **including all endorsements and any and all other attachments as required in this**
22 **Section.**

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

28 e. If, during the term of this Agreement or any extension thereof, there is a

1 material change in the scope of services or performance of work the Risk Manager
2 reserves the right to adjust the types of insurance required under this Agreement and
3 the monetary limits of liability for the insurance coverage required herein, if; in the
4 AGENCY Risk Manager's reasonable judgment, the amount or type of insurance
5 carried by the CONSULTANT has become inadequate. CONSULTANT may terminate
6 this Agreement if it deems that any increase in the amount of insurance required herein
7 is unreasonable.

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

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

15 8. **AUTHORITY OF CONSULTANT:** CONSULTANT and its agents,
16 servants, employees and subcontractors shall act at all times in an independent
17 capacity during the term of this agreement, and shall not act as, and shall not be, nor
18 shall they in any manner be construed to be, agents, officers or employees of
19 AGENCY, and further, CONSULTANT, its agents, servants, employees and
20 subcontractors, shall not in any manner incur or have the power to incur any debt,
21 obligation, or liability against the AGENCY.

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

27 9.1 **Discontinuance of Services:** Upon receipt of written Notice of
28 Termination, CONSULTANT shall discontinue all affected Services within seven (7)

1 days of receipt of the Notice, unless otherwise directed by the Notice, and deliver to the
2 AGENCY all data, estimates, graphs, summaries, reports, and other related materials
3 as may have been prepared or accumulated by CONSULTANT in performance of
4 Services, whether completed or in progress.

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

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

1 termination for cause, unless otherwise agreed to in writing by the parties, this
2 Agreement shall terminate seven (7) days following the date the Notice of Termination
3 was mailed to the CONSULTANT. Termination of this Agreement for cause may be
4 considered by the AGENCY in determining whether to enter into future agreements
5 with CONSULTANT.

6 **9.4 Cumulative Remedies:** The rights and remedies of the parties provided
7 in this Section are in addition to any other rights and remedies provided by law or under
8 this Agreement.

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

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

15 **AGENCY:**
16 Tony Resendez
17 Project Manager
18 Redevelopment Agency
19 for the County of Riverside
3403 10th Street, Suite 400
Riverside, CA 92507
Phone: (951) 955-5781
Fax: (951) 955-4890

CONSULTANT:
Kenneth Baker
CEO
K & R Consulting
32395 State Highway 74
Suite A
Hemet, CA 92545
Phone: (866) 617-2469
Fax: (951) 658-6935

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

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

26 **13. NONDISCRIMINATION:** CONSULTANT shall ensure that there shall
27 be no discrimination against or segregation of any person, or group of persons, on
28 account of sex, marital status, race, religion, color, creed, national origin, ancestry, sex,

1 physical condition or age, in the performance of this Agreement and that
2 CONSULTANT, contractor, or any person claiming under or through the AGENCY shall
3 not establish or permit any such practice or practices of discrimination or segregation.

4 **14. ALTERATION:** No alteration or variation of the terms of this Agreement
5 shall be valid unless made in writing and signed by the parties hereto, and no oral
6 understanding or agreement not incorporated herein shall be binding on any of the
7 parties hereto. The Agency will not permit Amendments to the Agreement for
8 construction schedule extensions in relation to construction change orders unless the
9 AGENCY has verified that CONSULTANT has worked days in excess of the Period of
10 Performance (work hours and days) detailed in Section 2.

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

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

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

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

1 prevailing party shall be entitled to attorney's fees in addition to whatever other relief is
2 granted.

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

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

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

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

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21 ///

22 ///

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1 Mail, postage prepaid:

2 **AGENCY:**
3 Redevelopment Agency
4 for the County of Riverside
5 3403 10th Street, Suite 400
6 Riverside, CA 92507
7 Attn: Tony Resendez

CONSULTANT:
K & R Consulting
32395 State Highway 74
Suite A
Hemet, CA 92545
Attn: Kenneth Baker

8 **IN WITNESS WHEREOF**, the CONSULTANT and the AGENCY have executed
9 this AGREEMENT as of the date first above written.

10 **REDEVELOPMENT AGENCY FOR**
11 **THE COUNTY OF RIVERSIDE**

K & R CONSULTING

12
13 _____
14 Bob Buster, Chairman
15 Board of Directors

Kenneth Baker

Kenneth Baker
CEO

16
17 **APPROVED AS TO FORM:**
18 Pamela J. Walls,
19 County Counsel

20
21 *Pamela J. Walls 1/7/11*
22 _____
23 Deputy County Counsel

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25
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27 S:\RDACOMDIS1\PROJECT AREA 1-215\MEAD VALLEY\Mead Valley Community Center Project\MV Community Center\Mead
28 Valley Community Center\3.0 Agreements & Contracts\K&R Consulting Agreement.doc

EXHIBIT "A"

Proposal

Deputy Soils, Material Testing, & Inspections Services

**Mead Valley Community Center
Perris, CA**

K&R Consulting

Soil Testing • Deputy Inspection • Material Testing

Submitted By:
K&R Consulting
32395 State Highway 74, Suite A
Hemet, CA 92545

K&R Consulting

Soil Testing • Deputy Inspection • Material Testing

Proposal Deputy Soils, Material Testing, & Inspections Services

Attn: Marc Crispin
Riverside County EDA

Project: Mead Valley Community Center
21091 Rider Street
Perris, CA

Date: 9/12/2011
Proposal No: KR2011-103

K & R Consulting is pleased to submit this proposal with regards to the stated project. These services are to be performed in conformance to the approved soils report, design drawings, specifications, jurisdiction, and CBC 2009.

IMPORTANT NOTICE: Our estimate is based on the project plans, specifications, and past experiences with similar projects. Our cost is dependent on contractor's performance. In review of our proposal, please keep in mind that the anticipated hours are subject to change depending on the contractor's performance.

SCOPE OF WORK ANTICIPATED FOR THIS CONTRACT

- Field Testing of Relative Compaction
- Laboratory Conformance Testing: Soil, Concrete, and Masonry
- Deputy Inspection During Construction with Regards to Reinforced Concrete, Structural Masonry, Structural Steel/Welding/Bolting, and Wood Nailing
- Preparation and Submittal of Field Summary Reports (Daily and Weekly) and Final

ESTIMATED COST

K&R Consulting will provide the testing and inspection services on the project for an **estimated cost of \$129,495**. This estimate is based upon the parameters listed on the "Cost Breakdown" on pages 2 and 3.

Services requested that are not currently anticipated on this contract will be charged in accordance with K&R's current fee schedule and will not be considered part of the estimated cost. If there is a service that K&R Consulting does not customarily perform, but is asked to coordinate and provide, the client will be charged at consultant's cost plus 10%. This is not a "Not to Exceed" estimate and it is provided for planning and budgeting purposes since our work is highly dependent upon the contractor and their performance.

REDUCE COST

K&R will help to reduce our cost on this project by the following:

1. Not charging for travel time or mileage.
2. Not charging for special inspection final report.
3. Not charging for change of engineer of record.
4. Not charging for sample pick-up.
5. Lowering the industry standard for special inspector from 4 and 8 hour blocks of time down to 4, 6, and 8 hour blocks.

____ Client Initial
MS K&R Initial

COST BREAKDOWN

Division 2 EARTHWORK

Principal Engineer

Review of Soils Report/Change Engineer of Record					\$0
Pad Certification	8	hours @	\$90	per hour	\$720

Soils Technician

Sewer & Water Improvement/Street Improvement	50	hours @	\$73	per hour	\$3,650
Parking Lot	40	hours @	\$73	per hour	\$2,920
Site Improvement Grading	110	hours @	\$73	per hour	\$8,030
Rough Grading & Compaction	116	hours @	\$73	per hour	\$8,468
Footing Excavation & Drilling of Piers	20	hours @	\$73	per hour	\$1,460
Subgrade Test at Slab -on-Grade	16	hours @	\$73	per hour	\$1,168
Trench Backfills	75	hours @	\$73	per hour	\$5,475

Laboratory Testing of Soils

Maximum Density/Optimum Moisture Curve (Type A)	3	tests @	\$120	per test	\$360
Maximum Density/Optimum Moisture Curve (Type C)	1	test @	\$145	per test	\$145
Sieve Analysis	4	tests @	\$110	per test	\$440
Marshall	1	test @	\$315	per test	\$315
Chemical Analysis	1	test @	\$280	per test	\$280
Expansion Index	1	test @	\$110	per test	\$110
Sand Equivalent	1	test @	\$90	per test	\$90

Final Reports

Pad Certification	8	hours @	\$90	per hour	\$720
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Division 2 Estimated Sub-Total \$34,351

Division 3 REINFORCED CONCRETE

Reinforced Concrete Inspector

Piers/Foundations & Slab-on-Grade	100	hours @	\$75	per hour	\$7,500
Elevated Slab	24	hours @	\$75	per hour	\$1,800
Post Tension Inspection Slab on Grade Basketball Courts	20	hours @	\$75	per hour	\$1,500
Site Concrete	83	hours @	\$75	per hour	\$6,225
Epoxy/Expansion	28	hours @	\$75	per hour	\$2,100

Concrete Compression Testing

Concrete Testing: Slump, Temp., Air, & Compression	200	tests @	\$20	per test	\$4,000
Tensile & Bend Test Each Size Rebar	10	tests @	\$100	per test	\$1,000
Mix Design Review	3	tests @	\$150	per test	\$450

Division 3 Estimated Sub-Total \$24,575

Division 4 STRUCTURAL MASONRY

Structural Masonry Inspector

Continuous Inspection	308	hours @	\$75	per hour	\$23,100
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Testing

CMU Testing Compression	20	tests @	\$60	per test	\$1,200
Grout, Mortar, Slump, Temp, & Compression	128	tests @	\$20	per test	\$2,560
Prism Compression Test	12	tests @	\$100	per test	\$1,200
Mix Design Review	1	test @	\$150	per test	\$150

Division 4 Estimated Sub-Total \$28,210

Client Initial

 K&R Initial

Division 5 STRUCTURAL STEEL

Structural Steel/Welding/Bolting Inspector

Continuous Inspection Erection Welding & High Strength Bolting 360 hours @ \$75 per hour \$27,000

Fireproofing Inspector

Fireproofing Thickness Test 40 tests @ \$75 per test \$3,000

Nondestructive Testing Technician

Ultrasonic & Mag Particle 60 hours @ \$80 per hour \$4,800

Testing

Fireproofing Bond Test 4 tests @ \$55 per test \$220

Fireproofing Density Test 4 tests @ \$70 per test \$280

Division 5 Estimated Sub-Total \$35,300

Division 6 WOOD

Wood Nailing Inspector

Shear Fastner Spacing Less than 4"oc 52 hours @ \$75 per hour \$3,900

Division 6 Estimated Sub-Total \$3,900

PROJECT CORDINATION

Administration 2.5% of Cost \$3,159

Estimated Sub-Total \$3,159

ESTIMATED TOTAL \$129,495

MINIMUM CHARGES

For this project, soil technician's time will be billed with a two-hour minimum and in one-hour increments. Special inspector's time will be billed with a four-hour minimum and in two-hour increments. Professional staff will be billed on an hourly rate. If cancellation occurs at the time of the inspector/technician's arrival there will be a two-hour minimum charge. There is no charge for mileage or travel time.

OVERTIME

Overtime at the rate of 1.5 times the applicable hourly rate will be charged for any time in excess of 8 hours and less than 12 hours on any day, Monday through Friday, and for Saturday work up to 8 hours. Work performed in excess of 12 hours Monday through Friday, in excess of 8 hours on Saturday, and all work on Sunday or company recognized holidays will be charged at 2 times the applicable hourly rate.

____ Client Initial
KS K&R Initial