

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

503



FROM: Successor Agency to the Redevelopment Agency

SUBMITTAL DATE:
April 12, 2012

SUBJECT: El Cerrito Road and Storm Drain Improvements Project – Consulting Services Agreement

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to execute the attached consulting services agreement for soils and materials testing and inspection services on the El Cerrito Road Improvement Project, between Southern California Soil & Testing, Inc. and the County of Riverside in the amount of \$75,000; and
2. Direct the Successor Agency to submit this item for approval at the next Oversight Board meeting.

BACKGROUND: (Commences on Page 2)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 75,000	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

SOURCE OF FUNDS: 1-1986 Redevelopment Project Area Capital Improvement Project Funds – El Cerrito 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:
Jennifer L. Sargent

County Executive Office Signature

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: 4/10/12
 SAMUEL WONG
 Departmental Controller

FORM APPROVED COUNTY COUNSEL
 DATE: 4/4/12
 BY: MARSHAL VICTOR

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

Prev. Agn. Ref.: 4.10 of 6/28/11, 3.47 of 6/28/11 | District: 2/2 | Agenda Number: 4.1

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND: On March 26, 2002, the Board of Directors entered into an agreement with Krieger and Stewart for the engineering and design of the El Cerrito Road and Storm Drain Improvement Project. The project consists of storm drain improvements to provide ultimate flow capacity, median, street improvements including curb, gutter, sidewalks, and installation of a traffic signal at the intersection of El Cerrito Road and Evelyn Street along the segment of El Cerrito Road between Interstate 15 and Temescal Canyon Road in the unincorporated community of El Cerrito.

These improvements will benefit the El Cerrito Sub-Area of Redevelopment Project Area 1-1986 by helping to eliminate blight within the project area by installing sidewalks, streets, curb, gutter, and the construction of a new storm drain, and significantly improving the pedestrian access in the area. The Riverside County Flood Control and Water Conservation District (RCFC&WCD) has agreed to provide funding for the drainage improvement segment of the project not-to-exceed the amount of \$2,900,000 (construction costs, inspection, and plan checking fees).

On May 3, 2011, the Board approved the plans and specifications for El Cerrito Road and Storm Drain Improvements Project and authorized the Clerk of the Board to advertise the Notice Inviting Bids. On June 28, 2011, the Board accepted and awarded the construction contract for the project to the lowest responsible bidder, Riverside Construction Company.

Pursuant to Sections 34177-34181 of the Health and Safety Code, the Agency is authorized to make and execute contracts and other instruments necessary or convenient in compliance with the Enforceable Obligation Payment Schedule (EOPS) as superseded by the Initial Recognized Obligation Payment Schedule (IROPS) as adopted by the Agency and the Oversight Board.

The consulting services agreement with Southern California Soil & Testing, Inc. is reflected on the IROPS and will facilitate construction of the project through proper construction testing of materials, processes of construction, and ensure the the project is per local, state, and federal codes and standards.

Staff recommends that the Board approve attached consulting services agreement with Southern California Soil & Testing , Inc., for Soils and Materials Testing and Inspection Services in the amount of \$75,000.

Attachment:

- Consulting Services Agreement with Southern California Soil & Testing, Inc.

1 **WHEREAS**, pursuant to Sections 34177-34181 of the Health and Safety Code,
2 the AGENCY is authorized to make and execute contracts and other instruments
3 necessary or convenient in compliance with the Enforceable Obligation Payment
4 Schedule (EOPS) as superseded by the Recognized Obligation Payment Schedule
5 (ROPS) as adopted by the Agency and the Oversight Board;

6 **WHEREAS**, the proposed services are necessary in performance of an
7 obligation of the Former RDA pursuant to the EOPS or as later superseded by the
8 ROPS;

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

14 **WHEREAS**, the proposed services provided in this agreement will benefit the
15 PROJECT AREA by facilitating the construction of the El Cerrito Road Improvement
16 Project (hereinafter referred to as "PROJECT"), in order to ensure proper construction
17 materials, equipment, labor, and processes, helping to eliminate blight and revitalize the
18 physical and economic conditions that exist in the PROJECT AREA;

19 **WHEREAS**, the AGENCY has selected CONSULTANT based on their
20 qualifications, to provide all equipment, services, testing, facilities, transportation, labor
21 and materials necessary for complete geotechnical material testing and special
22 inspections for the PROJECT; and

23 **WHEREAS**, CONSULTANT has agreed to provide such services to AGENCY.

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1 **NOW THEREFORE**, based on the mutual promises contained herein, the parties
2 hereto do hereby agree as follows:

3 **1. SCOPE OF WORK.** CONSULTANT will provide services which are
4 described below and as described within Exhibit "A" attached hereto, including, but not
5 limited to:

6 a. Compaction testing and observation for curb and gutter, sidewalk,
7 cross gutters and spandrels, curb ramps, and drive approaches; and

8 b. Compaction testing and observation for Class II aggregate base
9 and asphalt concrete placement; and

10 c. Compaction testing and observation for retaining walls; and

11 d. Maximum wet-density, Asphalt Concrete and Portland Cement
12 Concrete, and compression testing; and

13 e. Engineering, staff review, and project management including all
14 reports and sample pick-ups; and

15 f. All inspections and material testing, in accordance with the
16 California Department of Transportation standards and specifications, Riverside County
17 Transportation Department standards, and Riverside County Flood Control standards;
18 per the PROJECT plans and specifications; and as required by the County of Riverside
19 and other governmental agencies, laws and regulations, for all construction and utility
20 activities in association with the PROJECT. In case of conflicts between the PROJECT
21 documents abovementioned, the more restrictive and higher quality testing and
22 inspection shall govern.

23 1.1 CONSULTANT represents and maintains that it is skilled in the
24 professional calling necessary to perform all services, duties and obligations required by
25 this Agreement to fully and adequately complete the PROJECT. CONSULTANT shall
26 perform the services and duties in conformance to and consistent with the standards
27 generally recognized as being employed by professionals in the same discipline in the
28 State of California. CONSULTANT further represents and warrants to the AGENCY

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

4 **2. COMPENSATION AND METHOD OF PAYMENT.** CONSULTANT
5 compensation shall be an amount not to exceed seventy-five thousand dollars
6 (\$75,000), with a base budget of sixty-six thousand, nine hundred and ten dollars
7 (\$66,910), and contingency of eight thousand ninety dollars (\$8,090) for work as
8 directed in the field by the AGENCY. CONSULTANT shall submit invoices to AGENCY
9 for progress payments based on work completed to date. AGENCY shall reimburse
10 CONSULTANT within thirty (30) days of receipt of invoice. If the CONSULTANT
11 completes the work ahead of schedule and under budget, the AGENCY will retain any
12 unused monies. The PROJECT is a public works project and therefore subject to
13 prevailing wage requirements. CONSULTANT hereby agrees to pay for all travel and
14 daily trip charges; AGENCY will not compensate CONSULTANT for minimum daily
15 show-up charges.

16 2.1 Said compensation shall be paid in accordance with an invoice submitted
17 to AGENCY by CONSULTANT within fifteen (15) days from the last day of each
18 calendar month, and AGENCY shall pay the invoice within thirty (30) working days from
19 the date of receipt of the invoice. Payment requests shall be submitted on a monthly
20 basis utilizing a format acceptable to the AGENCY. Each invoice shall include the
21 number of hours expended by CONSULTANT'S staff as well as all hours expended by
22 sub-consultant's staff. Invoices shall also include a status report that includes the
23 percentage of work completed.

24 2.2 Certain classifications of labor under this contract may be subject to
25 prevailing wage requirements.

26 a. Reference is made to Chapter 1, Part 7, Division 2 of the California
27 Labor Code (commencing with Section 1720). By this reference said Chapter 1 is
28 incorporated herein with like effect as if it were here set forth in full. The parties

1 recognize that said Chapter 1 deals, among other things with discrimination, penalties
2 and forfeitures, their disposition and enforcement, wages, working hours, and securing
3 worker's compensation insurance and directly effect the method of prosecution of the
4 work by Consultant and subject it under certain conditions to penalties and forfeitures.
5 Execution of the Agreement by the parties constitutes their agreement to abide by said
6 Chapter 1, their stipulation as to all matters which they are required to stipulate as to by
7 the provisions of said Chapter 1, constitutes Consultant's certification that he is aware of
8 the provisions of said Chapter 1 and will comply with them and further constitutes
9 Consultant's certification as follows: "I am aware of the provisions of Section 3700 of the
10 California Labor Code which require every employer to be insured against liability for
11 worker's compensation or to undertake self-insurance in accordance with the provisions
12 of that Code, and I will comply with such provisions before commencing the
13 performance of the work of this contract."

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

21 **3. AMENDMENTS TO WORK PROGRAM.** AGENCY'S Assistant County
22 Executive Officer, or designee, is authorized to approve and execute changes to the
23 Agreement. Such changes shall be mutually agreed upon by and between the
24 Assistant County Executive Officer/EDA, or designee, and CONSULTANT, and shall be
25 incorporated in written amendments to this Agreement.

26 **4. TIME OF PERFORMANCE.** CONSULTANT shall commence and
27 complete performance of services described in Section 1 and Exhibit "A" upon
28 execution of this Agreement by the AGENCY and agrees that it will diligently and

1 responsibly pursue the performance of the services required of it by this Agreement.
2 CONSULTANT will perform the services on Exhibit "A" through PROJECT completion
3 unless the work program is altered by written amendments pursuant to the provisions in
4 Section 3. All services to be performed herein shall be completed no later than three
5 hundred sixty-five calendar days (365) from the date this Agreement is fully executed,
6 and shall be based on a standard construction workday of eight hours per day

7 **5. COOPERATION BY AGENCY.** All information, data, reports, records,
8 and maps as they currently exist, available to AGENCY and necessary for carrying out
9 the work described, shall be furnished to CONSULTANT without charge by AGENCY.
10 AGENCY shall cooperate with CONSULTANT as appropriate to facilitate, without undue
11 delay, the work to be performed under this Agreement.

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

15 **AGENCY**
16 AGENCY
17 Erik Sydow
18 Project Manager
19 County of Riverside
20 3403 10th Street, Suite 500
Riverside, CA 92501
Phone: (951) 955-0911
Fax: (951) 955-6686

CONSULTANT
CONSULTANT
Josh Atadero
Director of Marketing & Operations
Southern California Soil & Testing, Inc.
1130 Palmyrita Avenue
Riverside, CA 92507
Phone: (760) 775-5983

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

23 **7. STANDARDS OF PERFORMANCE.** CONSULTANT shall comply with all
24 applicable laws, ordinances and codes of the federal, state and local governments while
25 performing the services described herein in a good, skillful, and professional manner.

26 **8. OWNERSHIP OF DOCUMENTS.** Documents, reports and materials
27 prepared under this Agreement shall become the property of AGENCY upon receipt by
28 AGENCY'S designated representative named in Section 6 of this Agreement.

1 **9. PERSONNEL AND ASSIGNMENT.** CONSULTANT represents that it has
2 all personnel required to perform the services under this Agreement or will subcontract
3 for necessary services. CONSULTANT'S personnel shall not be employed by, nor have
4 any direct contractual relationship with AGENCY. All services required hereunder shall
5 be performed by CONSULTANT, its employees, or personnel under direct contract with
6 CONSULTANT or subcontractors, it being specifically provided, however, that
7 CONSULTANT shall not assign or subcontract the performance of this Agreement nor
8 any part thereof without the prior, written consent of AGENCY.

9 **10. NON-DISCRIMINATION REQUIREMENTS.** CONSULTANT shall ensure
10 that there shall be no discrimination against or segregation of any person, or group of
11 persons, on account of race, color, creed, religion, age, sex, marital status, handicap,
12 national origin, ancestry or any category protected pursuant to the California Fair
13 Employment and Housing Act, in the performance of this Agreement and that
14 CONSULTANT, Contractor, or any person claiming under or through AGENCY shall not
15 establish or permit any such practice or practices of discrimination or segregation.

16 **11. LEGAL REVIEWS.** AGENCY may, in its sole and exclusive discretion,
17 conduct reviews to determine the legal sufficiency of any and all documents prepared
18 by CONSULTANT, by or through AGENCY Counsel.

19 **12. GOVERNING LAW; JURISDICTION.** This Agreement shall be governed
20 by and construed in accordance with the laws of the State of California. The Parties
21 agree that this Agreement has been entered into at Riverside, California, and that any
22 legal action related to the interpretation or performance of the Agreement shall be filed
23 in the Superior Court for the State of California, in Riverside, California.

24 **13. AUTHORITY OF CONSULTANT.** CONSULTANT and its agents,
25 servants, employees and subcontractors shall act at all times in an independent
26 capacity during the term of this Agreement, and shall not act as, and shall not be, nor
27 shall they in any manner be construed to be, agents, officers or employees of AGENCY,
28 and further, CONSULTANT, its agents, servants, employees and subcontractors, shall

1 not in any manner incur or have the power to incur any debt, obligation, or liability
2 against AGENCY.

3 **14. TERM AND TERMINATION.** The term of this Agreement shall be one (1)
4 year from the date of execution. This Agreement may be terminated by AGENCY for
5 any reason (with or without cause) upon giving fourteen (14) days written notice to
6 CONSULTANT. AGENCY may terminate the Agreement immediately when: (1) it is
7 determined by AGENCY that CONSULTANT activities are resulting in or may result in
8 discredit to AGENCY; or (2) CONSULTANT has breached a material provision of this
9 Agreement. In the event of termination, AGENCY may proceed with the work in any
10 manner it deems to be proper and in the best interests of AGENCY.

11 Either party may terminate this Agreement upon thirty (30) days written notice to
12 the other. In the event of such termination, CONSULTANT shall be compensated for all
13 services performed and expenses incurred to the date of notice of termination as
14 described in a written report to AGENCY prepared by CONSULTANT. Upon
15 termination, CONSULTANT shall submit to AGENCY all materials and reports (including
16 any uncompleted reports or unfinished work). Such compensation shall be paid within
17 thirty (30) days of termination.

18 **15. NOTICES OF TERMINATION.** Notice of termination by AGENCY to
19 CONSULTANT shall be deemed delivered if sent by certified mail, return receipt
20 requested, to CONSULTANT'S Designated Representative identified within Section 6;
21 Notice by CONSULTANT to AGENCY shall be deemed delivered if sent by certified
22 mail, return receipt requested, to:

23 **16. CONFLICT OF INTEREST.** CONSULTANT represents and agrees that
24 CONSULTANT has not employed any person to solicit or procure this Agreement, and
25 has not made, and will not make, any payment or any agreement for the payment of any
26 commission, percentage, brokerage, contingent fees, or other compensation in
27 connection with the procurement of this Agreement.

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1 **17. INDEPENDENT CONSULTANT.** It is understood and agreed that
2 CONSULTANT is an independent contractor and that no relationship of employer-
3 employee exists between the parties hereto. CONSULTANT shall not be entitled to any
4 benefits payable to employees of AGENCY including County Workers' Compensation
5 Benefits. It is further understood and agreed by the parties hereto that CONSULTANT
6 in the performance of its obligation hereunder is subject to the control or direction of
7 AGENCY merely as to the result to be accomplished by the services hereunder agreed
8 to be rendered and performed and not as to the means and methods of accomplishing
9 the results. CONSULTANT, its employees and agents shall maintain professional
10 licenses required by the laws of the State of California at all times while performing
11 services under the Agreement.

12 **18. INSURANCE.** Without limiting or diminishing the CONSULTANT'S
13 obligation to indemnify or hold the AGENCY harmless, CONSULTANT shall procure
14 and maintain or cause to be maintained, at its sole cost and expense, the following
15 insurance coverage's during the term of this Agreement. As respects to the insurance
16 section only, the AGENCY herein refers to the County of Riverside, its Agencies,
17 Districts, Special Districts, and Departments, their respective directors, officers, Board
18 of Supervisors, employees, elected or appointed officials, agents or representatives as
19 Additional Insureds.

20 **18.1 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
24 than \$1,000,000 per person per accident. The policy shall be endorsed to waive
25 subrogation in favor of the AGENCY and County of Riverside.

26 **18.2 Commercial General Liability:** Commercial General Liability insurance
27 coverage, including but not limited to, premises liability, unmodified contractual liability,
28 products and completed operations liability, personal and advertising injury, and cross

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

8 18.3 Vehicle Liability: If vehicles or mobile equipment are used in the
9 performance of the obligations under this Agreement, then CONSULTANT shall
10 maintain liability insurance for all owned, non-owned or hired vehicles so used 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. Policy shall name the AGENCY,
14 County of Riverside, special districts, their respective directors, officers, Board of
15 Supervisors, elected officials, employees, agents or representatives as an Additional
16 Insured.

17 18.4 Professional Liability: CONSULTANT shall maintain Professional Liability
18 Insurance providing coverage for the CONSULTANT'S performance of work included
19 within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence
20 and \$2,000,000 annual aggregate. If CONSULTANT'S Professional Liability Insurance
21 is written on a claims made basis rather than an occurrence basis, such insurance shall
22 continue through the term of this Agreement and CONSULTANT shall purchase at this
23 sole expense either 1) an Extended Reporting Endorsement (also, known as Tail
24 Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back
25 to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through
26 Certificates of Insurance that CONSULTANT has maintained continuous coverage with
27 the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue
28 as long as the law allows.

1 18.5 General Insurance Provisions - All lines:

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

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

16 c. CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to
17 furnish the AGENCY with either 1) a properly executed original Certificate(s) of
18 Insurance and certified original copies of Endorsements effecting coverage as required
19 herein; or, 2) if requested to do so orally or in writing by the AGENCY Risk Manager,
20 provide original Certified copies of policies including all Endorsements and all
21 attachments thereto, showing such insurance is in full force and effect. Further, said
22 Certificate(s) and policies of insurance shall contain the covenant of the insurance
23 carrier(s) that thirty (30) days written notice shall be given to the AGENCY prior to any
24 material modification, cancellation, expiration, or reduction in coverage, this Agreement
25 shall terminate forthwith, unless the AGENCY receives, prior to such effective date,
26 another properly executed original Certificate of Insurance and original copies of
27 endorsements or certified original policies, including all endorsements and attachments
28 thereto evidencing coverage's set forth herein and the insurance required herein is in

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

7 d. It is understood and agreed to by the parties hereto and the
8 CONSULTANT'S insurance shall be construed as primary insurance and the
9 AGENCY'S insurance and/or deductibles and/or self-insured retention's or self-insured
10 programs shall not be construed as contributory.

11 e. If, during the term of this Agreement or any extension thereof, there is a
12 change in the scope of services; or, there is a change in the performance of the work;
13 or, the term of the Agreement, including any extensions thereof, exceeds five (5) years;
14 the AGENCY reserves the right to adjust the types of insurance and the monetary limits
15 of liability required under this Agreement, if in the Agency Risk Manager's reasonable
16 judgment, the amount or type of insurance carried by the CONSULTANT has become
17 inadequate.

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

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

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

25 **19. INDEMNITY AND HOLD HARMLESS:** The CONSULTANT agrees to and
26 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 19.1 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 19.2 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 of
13 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 19.3 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 19.4 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 19.5 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 the
26 fullest extent allowed by law.

27 **21. ENTIRE AGREEMENT.** This Agreement is intended by the Parties hereto
28 as a final expression of their understanding with respect to the subject matter hereof

1 and as a complete and exclusive statement of the terms and conditions thereof and
2 supercedes any and all prior and contemporaneous agreements and understandings,
3 oral or written, in connection therewith. Any amounts to or clarification necessary to this
4 Agreement shall be in writing and acknowledged by all parties to the Agreement. This
5 Agreement may be changed or modified only upon the written consent of the Parties.

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1 **IN WITNESS WHEREOF**, the County of Riverside, acting in its capacity as
2 Successor Agency to the Redevelopment Agency for the County of Riverside and
3 CONSULTANT, have executed this Agreement as of the date first above written.


4
5 COUNTY OF RIVERSIDE

SOUTHERN CAL. SOIL & TESTING,
INC.

6
7
8 _____
John Tavaglione, Chairman
Board of Supervisors


9 _____
Howard Katz
President

10
11 **APPROVED AS TO FORM:**
12 Pamela J. Walls
13 County Counsel

14  3/28/12
15 _____
Deputy

16
17 **ATTEST:**
18 Kecia Harper-Ihem
19 Clerk of the Board

20 _____
21 Deputy
22
23
24
25
26

27 S:\RDACOMID\IS2\El Cerrito\El Cerrito Street Improvement\3.0 Consultant Agreements & Contracts\Geotech\20120208_Consulting Services Agreement\Successor Agency.docx

EXHIBIT "A"



San Diego Office
8280 Riverdale Street
San Diego, CA 92120
P: 619.280.4321
F: 619.280.4717
www.scst.com

Indio Office
63-740 Citrus Avenue, Suite G
Indio, CA 92201-3438
P: 760.775.5983
F: 760.775.6362

Riverside Office
1130 Palmyra Avenue, Suite 339-A
Riverside, CA 92507
P: 951.965.8711
Toll Free:
877.215.4321

June 20, 2011

SCS&T Proposal No. 11RS029

Dane Winkelman
County of Riverside Economic Development Agency
3403 Tenth Street, Suite 400
Riverside, CA 92501

Subject: PROPOSAL TO PROVIDE TESTING & INSPECTION SERVICES
EL CERRITO ROAD IMPROVEMENT PROJECT, RIVERSIDE, CALIFORNIA

Reference: 1. "El Cerrito Road Improvement Project" Project Drawings; prepared by Krieger & Stewart, Inc., dated 08-20-2010.
2. "El Cerrito Channel Stage 5" Project Drawings; prepared by Krieger & Stewart, Inc.; dated 08-27-2010

Dear Mr. Winkelamn:

In accordance with your request, Southern California Soil and Testing, Inc., (SCS&T) has prepared the following proposal to provide soils / materials testing and special inspection services during the construction of the El Cerrito Road Improvement Project. The scope of work and budget estimate is as follows:

PROJECT SERVICES

560 Hours	Soils / AC Technician	\$ 78.00	Hour \$	43,680.00
200 Hours	Concrete Inspection / ACI Technician	\$ 78.00	Hour \$	15,600.00
6 Each	Laboratory Maximum Density "Soils"	\$ 175.00	Each \$	1,050.00
6 Each	Laboratory Maximum Density "Asphalt"	\$ 200.00	Each \$	1,200.00
4 Each	Sand Equivalent	\$ 65.00	Each \$	260.00
4 Each	Sieve Analysis	\$ 65.00	Each \$	260.00
80 Each	Concrete Compression Test	\$ 22.00	Each \$	1,760.00
1 Each	Final Review & Final Report	\$ 400.00	Each \$	400.00
30 Hours	Project Manager / Project Engineer	\$ 90.00	Hour \$	2,700.00
1 Each	Contingency	\$8,090.00	Each \$	8,090.00
	Total		\$	75,000.00

These services will be provided on an on-call basis and will be billed in accordance with the rates and stipulations described in the attached agreement and fee schedule. Based on the aforementioned scope of work, we respectfully request a budget of **\$75,000.00**. Additional services will not be performed without prior written approval from Riverside County EDA. Please authorize our services by returning a signed copy of this agreement to our office.

DEFINITION OF RESPONSIBILITY

The presence of our field representative will be for the purpose of observing the construction and reporting its general compliance with the approved plans and the applicable building codes. Our work does not include the supervision or direction of the contractor's work, his employees or agents. The contractor is responsible for his/her own work, and neither the presence of our field personnel nor the observation and testing by this firm should excuse him in any way for defects in his work. It should further be understood that we are not responsible for site safety. During the course of a subsurface investigation, heavy equipment may disrupt the site.

LIMITS OF LIABILITY

Consultant's liability for damages due to professional negligence will be limited to an amount not to exceed \$50,000, or our fees, whichever is greater. Client further agrees to notify any person or entity who may perform work or provide services in connection with any design, report, or study prepared by Consultant of such limitation of professional liability, and to require, as a condition precedent to their performing any work or providing any services on the project, their written agreement that this limitation of Consultant's liability to all persons or entities arising out of or related to its services under this Agreement shall not exceed the above-stated limits. Because of the nature of subsurface investigations, we may cause damage to your site. It shall be the responsibility of the client and not SCS&T to return the site to its original condition.

AUTHORIZATION

This proposal is valid for 90 days from the date initiated. Upon approval of this proposal, we will accept authorization to proceed upon receipt of both Professional Services Agreements signed by an officer of your company. In turn, we will send you a fully executed copy for your records. If you have any questions regarding this document or if we may be of further service, please contact our office at (760) 775-5983.

We appreciate the opportunity to prepare this proposal and look forward to working with you on this project.

Respectfully Submitted,
Southern California Soil & Testing, Inc.



Josh Atadero
Director of Marketing & Operations

Attachments: 2011 Schedule of Fees

(1) Addressee

