

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

714



**FROM:** Successor Agency to the Redevelopment Agency

**SUBMITTAL DATE:**  
April 26, 2012

**SUBJECT:** Mead Valley Library – Consulting Services Agreement for Construction Management Services with GKKWorks, Inc.

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

1. Approve and authorize the Chairman of the Board to execute the attached consulting services agreement between GKKWorks, Inc. and the County of Riverside in the amount of \$25,000; and
2. Direct the Successor Agency to submit this item for approval at the next Oversight Board meeting.

**BACKGROUND:** On June 28, 2011, the Board of Directors of the Redevelopment Agency for the county of Riverside awarded construction of the Mead Valley Library Project to Stronghold Engineering.

(Continued)

*Robert Field*

Robert Field  
Assistant County Executive Officer/EDA

**REVIEWED BY CIP**  
*Christopher Hans*

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

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

<b>SOURCE OF FUNDS:</b> I-215 Corridor Redevelopment Project Area Capital Improvement Funds – Mead Valley Sub-Area (previously approved budget)	<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

*Jennifer L. Sargent*

**County Executive Office Signature** Jennifer L. Sargent

FISCAL PROCEDURES APPROVED  
PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
BY: *Samuel Wong* 4/26/12  
Departmental Co-SAMUEL WONG

FORM APPROVED COUNTY COUNSEL  
DATE: 4/13/12  
BY: *Marshall Victor*  
MARSHALL VICTOR

Dep't Recomm.:  Consent  Policy

Per Exec. Ofc.:  Consent  Policy

**Prev. Agn. Ref.:** 4.11 of 6/28/11; 4.2 of 5/24/11; 4.2 of 4/26/11 | **District:** 1/1 | **Agenda Number:** 4.1

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**BACKGROUND:** (Continued)

That contract obligated the former Redevelopment Agency to cooperate with the contractor for the orderly progression and performance of the work. Due to the complexity of the project's scheduling software, the Agency determined a construction management firm would be essential to evaluate and critique the schedule submitted by the contractor. The scope of services provided herein primarily involve schedule analysis, however, may include but are not limited to the following as needed such as weekly construction meetings, construction schedule reviews, monthly pay application reviews, change order management, budgeting and cost estimating, value engineering, quality control and project closeout.

The funding for this proposal will not be an additional cost to the project as it is accounted for in the original approved project budget under Miscellaneous Expenses. Because the entire approved project budget for the project was listed on the Initial Recognized Obligation Payment Schedule (IROPS) prepared by the Successor Agency, the funding for this contract is already reflected on the IROPS. Staff recommends approval of the consulting services agreement between GKKWorks, Inc. and the County of Riverside.

Attached:

- Consulting Services Agreement with GKKWorks, Inc.

1 **CONSULTING SERVICES AGREEMENT**  
2 **BY AND BETWEEN THE**  
3 **THE COUNTY OF RIVERSIDE**  
4 **AND GKKWORKS, INC.**  
5 **FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE MEAD VALLEY**  
6 **LIBRARY PROJECT**

7 **THIS AGREEMENT**, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012,  
8 by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of  
9 California acting in its capacity as Successor Agency to the Redevelopment Agency for  
10 the County of Riverside (hereinafter "AGENCY"), and **GKKWORKS, INC.** (hereinafter  
11 "CONSULTANT").

12 **RECITALS**

13 **WHEREAS**, AGENCY is the successor in interest to the Redevelopment Agency  
14 for the County of Riverside pursuant to the provisions of Section 34173 of the California  
15 Health and Safety Code, acting in its capacity as Successor Agency;

16 **WHEREAS**, the Redevelopment Agency for the County of Riverside (Former  
17 RDA) was a redevelopment agency duly created, established and authorized to transact  
18 business and exercise its powers, all under and pursuant to the provisions of the  
19 Community Redevelopment Law which is Part 1 of Division 24 of the California Health  
20 and Safety Code (commencing with Section 33000 et seq.); the Former RDA was  
21 terminated as of February 1, 2012 pursuant to Section 34172;

22 **WHEREAS**, the County of Riverside and the Former RDA adopted by Ordinance  
23 No. 639, on December 23, 1986 a redevelopment plan for an area within the County  
24 identified as the Interstate 215 Corridor Project Area (I-215), Mead Valley Sub-Area  
(hereinafter the "PROJECT AREA");

25 **WHEREAS**, the I-215 Corridor Redevelopment Plan (hereinafter "PLAN") was  
26 adopted in order to eliminate blight and revitalize the substandard physical and  
27 economic conditions that exist within the PROJECT AREA;

28 ///

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 construction management services needed for the Mead  
16 Valley Library Project in order to help eliminate blight and revitalize the physical and  
17 economic conditions that exist in the PROJECT AREA;

18           **WHEREAS**, the AGENCY has selected CONSULTANT, GKKWORKS, INC; and

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

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

22           1.     **SCOPE OF WORK.**     CONSULTANT will provide services which are  
23 described on Attachment "A" attached hereto.

24           2.     **COMPENSATION AND METHOD OF PAYMENT.**     CONSULTANT  
25 compensation shall be an amount not to exceed twenty five thousand Dollars (\$25,000).  
26 CONSULTANT shall submit invoices to AGENCY for progress payments based on work  
27 completed to date. AGENCY shall reimburse CONSULTANT within thirty (30) days of  
28 receipt of invoice.

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

6           **4.    TIME OF PERFORMANCE.**  CONSULTANT shall commence and  
7 complete performance of services described in Attachment "A" upon execution of this  
8 Agreement by the AGENCY and agrees that it will diligently and responsibly pursue the  
9 performance of the services required of it by this Agreement.  CONSULTANT will  
10 perform the services on Exhibit "A" through project completion unless the work program  
11 is altered by written amendments pursuant to the provisions in Section 3.  All services to  
12 be performed herein shall be completed no later than December 31, 2012.

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

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

<b>AGENCY</b>	<b>CONSULTANT</b>
<b>Gloria Perez</b>	<b>J. Brandon Dekker</b>
<b>Project Manager</b>	<b>Director of Business Development</b>
<b>Redevelopment Agency</b>	<b>Gkkworks, Inc</b>
<b>For the County of Riverside</b>	<b>3600 Lime Street, Suite 623</b>
<b>3403 10th Street Ste. 400</b>	<b>Riverside, CA 92501</b>
<b>Phone: (951) 955-0911</b>	<b>Phone: (951) 778-0704</b>
<b>Fax: (951) 955-4890</b>	<b>Fax: (951) 778-0405</b>

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

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

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

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

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

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

27 **12. GOVERNING LAW; JURISDICTION.** This Agreement shall be governed  
28 by and construed in accordance with the laws of the State of California. The Parties

1 agree that this Agreement has been entered into at Riverside, California, and that any  
2 legal action related to the interpretation or performance of the Agreement shall be filed  
3 in the Superior Court for the State of California, in Riverside, California.

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

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

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

26 **15. NOTICES OF TERMINATION.** Notice of termination by AGENCY to  
27 CONSULTANT shall be deemed delivered if sent by certified mail, return receipt  
28 requested, to: CONSULTANT; Notice by CONSULTANT to AGENCY shall be deemed

1 delivered if sent by certified mail, return receipt requested, to AGENCY:

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

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

18       **18. INSURANCE.** Without limiting or diminishing CONSULTANT's obligation  
19 to indemnify and hold the County harmless, CONSULTANT shall procure and maintain,  
20 or cause to be maintained at its sole cost and expense, the following insurance  
21 coverage during the term of this Agreement:

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

3 b. **Commercial General Liability:** Commercial General Liability  
4 insurance coverage, including but not limited to, premises liability,  
5 contractual liability, products/completed operations if applicable, personal  
6 and advertising injury covering claims that arise from or out of  
7 CONSULTANT's operations, use and management of the premises, or the  
8 performance of its obligations hereunder. Policy shall name, by Policy  
9 Endorsement, the County of Riverside, its Directors, Officers, Special  
10 Districts, Board of Supervisors, employees, agents or representatives as  
11 Additional Insured. Policy limits shall not be less than \$2,000,000 per  
12 occurrence combined single limits. If Policy contains a general aggregate  
13 limit, it shall apply separately to this agreement or be no less than two (2)  
14 times the occurrence limit. Policy shall also contain coverage for \$5,000  
15 Medical Payments per accident, per person, and Fire Legal Liability in an  
16 amount not less than \$50,000.

17 c. **Vehicle Liability:** If CONSULTANT uses, or causes to be used,  
18 any vehicle or mobile equipment in the performance of its obligations  
19 under this Agreement, CONSULTANT shall maintain liability insurance for  
20 all owned, non-owned and hired vehicles in an amount not less than  
21 \$1,000,000 per occurrence combined single limit. If Policy contains a  
22 general aggregate limit, it shall apply separately to this Agreement or be  
23 no less than two (2) times the occurrence limit. Policy shall be endorsed to  
24 name the County as Additional Insured.

25 d. **Property (Physical Damage):** All-Risk personal property  
26 insurance coverage for the full replacement value of all CONSULTANT's  
27 equipment, systems, structures and improvements/alterations if any  
28 (Care, Custody, and Control of CONSULTANT) used on County premises,

1 or used in any way connected with the accomplishment of the work or  
2 performance of services under this Agreement.

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

19 f. **General Insurance Provisions - All lines:**

20  
21 (1) Any insurance carrier providing insurance coverage hereunder shall  
22 be admitted to the State of California unless waived, in writing, by  
23 the County Risk Manager. Carrier(s) shall have an A.M. BEST  
24 rating of not less than an A:VIII. Insurance deductibles or self-  
25 insured retentions must be declared by the carrier(s), and such  
26 deductibles and retentions shall have the prior written consent from  
27 the County Risk Manager. At the election of the Risk Manager,  
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1 carriers shall provide written notification, and shall either 1) reduce  
2 or eliminate such deductibles or self-insured retentions, or 2)  
3 procure a bond which guarantees payment of losses and related  
4 investigations, claims administration, and defense costs and  
5 expenses. If no written notice is received from the County Risk  
6 Manager within ten (10) days of the acceptance of agreement, then  
7 such deductibles or self-insured retentions shall be deemed  
8 acceptable.  
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10  
11 (2) Cause its insurance carrier(s) to furnish the County of Riverside  
12 with either 1) a properly executed original Certificate(s) of  
13 Insurance and certified original copies of Endorsements effecting  
14 coverage as required herein, or 2) if requested to do so in writing by  
15 the County Risk Manager, provide original Certified copies of  
16 policies including all Endorsements and all attachments thereto,  
17 showing such insurance is in full force and effect. Except on  
18 professional liability policy, the County of Riverside, its Directors  
19 and Officers, Special Districts, Board of Supervisors, elected  
20 officials, employees, agents or representatives are named as  
21 Additional Insured. Further, said Certificates(s) and policies of  
22 insurance shall contain the covenant of the insurance carrier(s) that  
23 thirty (30) days written notice shall be given to the County of  
24 Riverside prior to any material modification, cancellation, expiration  
25 or reduction in coverage of such insurance. In the event of a  
26 material modification, cancellation, expiration or reduction in  
27 coverage, this lease shall terminate forthwith, unless the County of  
28 Riverside receives, prior to such effective date, another properly

1 executed original Certificate of Insurance and original copies of  
2 endorsements or certified original policies, including all  
3 endorsements and attachments thereto evidencing coverage set  
4 forth herein and the insurance required herein is in full force and  
5 effect. **CONSULTANT shall not take commence operations**  
6 **under this Agreement until the County of Riverside has been**  
7 **furnished original Certificate(s) of Insurance and certified**  
8 **original copies of Endorsements or Policies of insurance**  
9 **including all endorsements and any and all other attachments**  
10 **as required in this Section. The original Endorsements for**  
11 **each policy and the Certificate of Insurance shall be signed by**  
12 **an individual authorized by the insurance carrier and to do so**  
13 **on its behalf.**

14 (3) It is understood and agreed to by the parties hereto and the  
15 insurance company(s), that the Certificate(s) of Insurance and  
16 policies shall so covenant and shall, except on professional liability  
17 policy, be construed as primary, and the County's insurance and/or  
18 deductibles and/or self-insured retentions or self-insured programs  
19 shall not be construed as contributory.

20 The County of Riverside Reserved Rights Insurance. The County  
21 of Riverside reserves the right to adjust the monetary limits of  
22 insurance coverage during the term of this agreement or any  
23 extension thereof if in the County Risk Manager's reasonable  
24 judgment, the amount or type of insurance carried by the  
25 CONSULTANT becomes inadequate.

26 (4) CONSULTANT shall pass down the insurance obligations  
27 contained herein to all tiers of subcontractors working under this  
28 Agreement.

1           **19. INDEMNITY AND HOLD HARMLESS:** The CONSULTANT agrees to and  
2 shall indemnify and hold harmless the County of Riverside, its Agencies, Districts,  
3 Departments and Special Districts, their respective directors, officers, Board of  
4 Supervisors, elected and appointed officials, employees, agents and representatives  
5 (hereinafter individually and collectively referred to as "Indemnitees") from:

6           A. All liability, including, but not limited to loss, suits, claims, demands,  
7 actions, or proceedings to the extent caused by any alleged or actual  
8 negligent, reckless or intentional act, error or omission, of CONSULTANT,  
9 its directors, officers, partners, employees, agents or representatives or  
10 any person or organization for whom CONSULTANT is responsible,  
11 arising out of or from the performance of professional services under this  
12 Agreement; and

13           B. All liability, including but not limited to, loss, suits, damage, claims  
14 and demands, based upon any alleged or actual act, error, omission, or  
15 occurrence of CONSULTANT its directors, officers, partners, employees,  
16 agents or representatives or any person or organization for whom  
17 CONSULTANT is responsible, arising out of, in connection with, resulting  
18 from conditions created by CONSULTANT or caused by the  
19 CONSULTANT's performance or failure of performance of any work or  
20 services, other than professional services covered under Section 'A'  
21 above, under this Agreement.

22           As respects each and every indemnification herein CONSULTANT  
23 shall defend and pay, at its sole expense, all costs and fees including but  
24 not limited to attorney fees, cost of investigation, and defense and  
25 settlements or awards against the County of Riverside, its Agencies,  
26 Districts, Special Districts and Departments, their respective directors,  
27 officers, Board of Supervisors, elected and appointed officials, employees,  
28 agents and representatives.

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

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

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

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

19 **21. ENTIRE AGREEMENT.** This Agreement is intended by the Parties hereto  
20 as a final expression of their understanding with respect to the subject matter hereof  
21 and as a complete and exclusive statement of the terms and conditions thereof and  
22 supercedes any and all prior and contemporaneous agreements and understandings,  
23 oral or written, in connection therewith. Any amounts to or clarification necessary to this  
24 Agreement shall be in writing and acknowledged by all parties to the Agreement. This  
25 Agreement may be changed or modified only upon the written consent of the Parties.

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

COUNTY OF RIVERSIDE

GKKWORKS, INC.

\_\_\_\_\_  
John Tavaglione  
Chairman, Board of Supervisors

\_\_\_\_\_  
MARK BROWN  
Vice President Construction Services

4/19/12

APPROVED AS TO FORM:  
PAMELA WALLS  
Agency Counsel

By Yousha R. Vicino 2/27/12  
Deputy



EXHIBIT "A"

3600 Lime Street, Suite 623 | RIVERSIDE | CA 92501  
951 778 0704 | 951 778 0405 FAX | www.gkkworks.com

December 8th, 2011

Ms. Gloria Perez

Regional Manager

County of Riverside EDA

3403 Tenth St., Suite 400

Riverside, CA 92501

Dear Gloria,

Thank you again for the opportunity to continue to service your team. Today Thursday the 8<sup>th</sup> we spoke about providing you with scheduling support for the Mead Valley Library In addition to other potential project support.

We propose an amount of \$25,000 in the form of an open purchase order. This is an effort to not only service the County with the review of the Mead Valley Library construction schedule. The scope of services provided may include but are not limited to the following as needed such as: weekly construction meetings, construction schedule reviews, monthly pay application reviews, change order management, budgeting and cost estimating, value engineering, bid and award management, design management, alternative delivery evaluation, Quality Control and project closeout. The above described services will be billed at an hourly rate per the attached not to exceed \$25,000.

Attached is a listing of the hourly rates which will be applied based on the services needed by the Agency. Upon seventy-five percent (75%) completion we will provide written notification in an effort to keep you abreast of the hours worked for each task.

With authorization of this proposal and receipt of a purchase order we will begin work immediately. Our team continues to value the partnership that we have continued to have with the Agency and look forward to providing your team with great value and keep the County's best interests at the forefront by providing a unique level of expertise. If you have any questions please don't hesitate to call me at 951-778-0704.

Respectfully,

J. Brandon Dekker

Director of Business Development