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

FROM: Redevelopment Agency

SUBMITTAL DATE:
June 16, 2011

SUBJECT: Mead Valley Library – Adoption of the Mitigated Negative Declaration and Mitigation Monitoring Reporting Program, Award of Contract, and Approval of the Project Budget

RECOMMENDED MOTION: That the Board of Directors:

1. Adopt the Mitigated Negative Declaration (MND) and the Mitigation Monitoring Reporting Program (MMRP), both attached hereto for EA1504001010, based on the findings incorporated therein;
2. Approve Addenda No. 1 to the plans and specifications that were issued to all plan holders prior to the June 8, 2011 bid opening;
3. Award the construction contract to Stronghold Engineering, Inc. as the lowest responsive bidder in the amount of \$8,660,127 which includes bid alternates 1 and 2;

Department of Planning and Economic Development
 Reviewed by: *Christopher Hans*
 Christopher Hans
 (Continued)

Robert Field
 Robert Field
 Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 13,385,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

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

MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY

On motion of Supervisor Buster, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: June 28, 2011
 xc: RDA, Auditor, CIP

Kecia Harper-Ihem
 Clerk of the Board
 By: *Kecia Harper-Ihem*
 Deputy

Prev. Agn. Ref.: 4.2 of 5/24/11, 4.2 of 4/26/11 | District: 1 | Agenda Number: 4.11

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong*
 DATE: 6/21/11
 Department of Planning and Economic Development
 REVIEWED BY: *Christopher Hans*
 Christopher Hans
 (Continued)
 FORM APPROVED COUNTY COUNSEL
 BY: *Marshall Victor*
 DATE: 6/20/11
 MARSHALL VICTOR

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

RECOMMENDED MOTION: (Continued)

4. Authorize the Chairman of the Board to execute the contract documents on behalf of the Board; and
5. Approve the project budget of \$13,385,000.

BACKGROUND:

As the lead agency, the Redevelopment Agency for the County of Riverside (RDA) prepared an Initial Study for the proposed project.

In accordance with the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000-21177) and California Code of Regulations Section 15063, an Initial Study was prepared to analyze the proposed project to determine if any potential significant impacts upon the environment would result from construction and implementation of the project.

The results of the analysis demonstrate that the project would not have any significant impacts on the environment with the implementation of the mitigation measures contained in the Initial Study. The Initial Study/Mitigated Negative Declaration (IS/MND) was prepared and circulated for the mandated thirty day public review and comment period from April 22, 2011 to May 23, 2011.

Pursuant to CEQA Section 15074, the county shall consider all comments received during the review period prior to adoption of the IS/MND. Only (1) comment letter was received. The comment letter and its response are included in the IS/MND.

Pursuant to CEQA (Public Resources Code Section 21081.6), the county is required to adopt a reporting and monitoring plan for the mitigation measures identified in the IS/MND to mitigate or avoid significant effects on the environment. The Mitigation Monitoring and Reporting Program (MMRP) contained in the IS/MND presented to the Board for adoption is designed to ensure compliance during project implementation. The IS/MND, MMRP, and Notice of Determination are attached.

On April 26, 2011, the Board of Directors approved the plans and specifications for the Mead Valley Library project and authorized the Clerk of the Board to advertise for bids. The project consists of a new 23,000 square foot library including a community room, landscaping, parking lot, lighting, and associated off-site infrastructure improvements.

During the advertisement period, one (1) addendum was issued to the plans and specifications for the project. Bidders are required to acknowledge and take into account the issued addendum on their bid proposal to be considered for award. The addendum was issued to clarify and modify the approved project contract documents. The addendum is attached.

(Continued)

BACKGROUND: (Continued)

On June 8, 2011, 18 bids were received. The agency and County Counsel reviewed the four lowest bids for the project. Stronghold Engineering, Inc. was the apparent low bidder. There was a letter of protest filed by the second low bidder, Tovey/Shultz Construction. The grounds for protest are summarized in the attached response from County Counsel. The low bid by Stronghold has been found to be responsive and the issues raised in the protest letter do not provide a basis to change that finding and the recommendation of award. Therefore it is recommended that the Board award the construction contract to Stronghold Engineering, Inc., in the amount of \$8,660,127.

It is recommended that the Board approve the project budget as follows:

Project Budget

Design and Environmental	1,075,800
Construction	8,660,127
Specialty Inspection and Testing	386,000
Utility Connections	600,000
Project Management and Inspection	308,000
FF&E	450,000
Miscellaneous fees and expenses	688,254
Project Contingency	<u>1,216,819</u>
Total	\$13,385,000

Attachments:

- Mitigated Negative Declaration
- Mitigation Monitoring Reporting Program
- Addendum No. 1 to the plans and specifications
- Construction agreement documents between Stronghold Engineering, Inc. and the Redevelopment Agency for the County of Riverside
- Bid protest response letter from County Counsel

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**CONSULTING SERVICES AGREEMENT
FOR COMMISSIONING SERVICES FOR THE
MEAD VALLEY LIBRARY PROJECT
BY AND BETWEEN THE
REDEVELOPMENT AGENCY OF THE COUNTY OF RIVERSIDE
AND ATKINS NORTH AMERICA, INC.**

This Agreement is made and entered into this 14th day of Dec, 2011, by and between the REDEVELOPMENT AGENCY OF THE COUNTY OF RIVERSIDE, a public body corporate politic in the State of California (hereinafter "AGENCY") and ATKINS NORTH AMERICA, INC. (hereinafter "CONSULTANT").

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

WHEREAS, the County of Riverside and the AGENCY have adopted by Ordinance No. 762 and Ordinance No. 763, on July 9, 1996, a redevelopment plan for the I-215 corridor Redevelopment Project Area (hereinafter "PROJECT AREA"); and

WHEREAS, the Mead Valley Sub-Area Redevelopment Plan (hereinafter "PLAN") was adopted in order to eliminate blight and revitalize the substandard physical and economic conditions that exist within the PROJECT AREA; and

WHEREAS, pursuant to Section 33125 of the Health and Safety Code, the AGENCY is authorized to make and execute contracts and other instruments necessary or convenient to the exercise of its powers; and

WHEREAS, Section 33445 of the California Health and Safety Code stipulates that a redevelopment agency may assist in the construction of buildings, facilities, structures, or other improvements that are of benefit to the PROJECT AREA in which the project is located; and

WHEREAS, pursuant to Section 330020(a) of the California Community Redevelopment Law, "redevelopment" means to conduct planning, development, and re-planning of all or part of

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

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

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

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

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

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

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

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

7 3. COMPENSATION: The AGENCY shall pay the CONSULTANT for
8 Paleontological Monitoring services performed and expenses incurred in an amount not to
9 exceed Sixteen Thousand, Five Hundred and Forty Dollars (\$16,540). CONSULTANT shall
10 submit monthly invoices to AGENCY for progress payments based on work completed to date of
11 invoice, based on the phases of work and fees therefore set out in Exhibit "A". AGENCY shall
12 reimburse CONSULTANT within thirty (30) days of receipt of invoice.

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

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

6 5.1 As respects each and every indemnification herein CONSULTANT shall
7 defend and pay, at its sole expense, all costs and fees including but not limited to attorney fees,
8 cost of investigation, and defense and settlements or awards against the Indemnitees.

9 5.2 With respect to any action or claim subject to indemnification herein by
10 CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their
11 own choice and shall have the right to adjust, settle, or compromise any such action or claim
12 without the prior consent of AGENCY; provided, however, that any such adjustment, settlement
13 or compromise in no manner whatsoever limits or circumscribes CONSULTANT'S
14 indemnification to Indemnitees as set forth herein.

15 5.3 CONSULTANT'S obligation hereunder shall be satisfied when
16 CONSULTANT has provided to Indemnitees the appropriate form of dismissal relieving
17 Indemnitees from any liability for the action or claim involved.

18 5.4 The specified insurance limits required in this Agreement shall in no way
19 limit or circumscribe CONSULTANT'S obligations to indemnify and hold harmless Indemnitees
20 from third party claims.

21 5.5 In the event there is conflict between this clause and California Civil Code
22 Section 2782 and 2782.8, this clause shall be interpreted to comply with Civil Code 2782 and
23 2782.8. Such interpretation shall not relieve the CONSULTANT from indemnifying the AGENCY
24 to the fullest extent allowed by law.

25 6. INSURANCE: Without limiting CONSULTANT'S indemnification, CONSULTANT
26 shall maintain in force at all times during the performance of this Agreement, insurance policies
27 evidencing coverage during the entire term of the Agreement as follows:
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1 6.1 Workers' Compensation: If CONSULTANT has employees as defined by
2 the State of California, CONSULTANT shall maintain Workers' Compensation Insurance
3 (Coverage A) as prescribed by the laws of the State of California. Policy shall include
4 Employers' Liability (Coverage B) including Occupational Disease with limits not less than
5 \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of
6 the AGENCY; and, if applicable, to provide a Borrowed Servant/Alternate Employer
7 Endorsement.

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

17 6.3 Vehicle Liability: If CONSULTANT'S vehicles or mobile equipment are
18 used in the performance of the obligations under this Agreement, CONSULTANT shall maintain
19 liability insurance for all owned, non-owned or hired vehicles in an amount not less than
20 \$1,000,000 per occurrence combined single limit. If such insurance contains a general
21 aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the
22 occurrence limit.

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

8 6.5 General Insurance Provisions - All lines:

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

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

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

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

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

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

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

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

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

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

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

21 9.1 Discontinuance of Services. Upon receipt of written Notice of Termination,
22 CONSULTANT shall discontinue all affected services within seven (7) days of receipt of the
23 Notice, unless otherwise directed by the Notice, and deliver to the AGENCY all data, estimates,
24 graphs, summaries, reports, and other related materials as may have been prepared or
25 accumulated by CONSULTANT in performance of services, whether completed or in progress.

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

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

25 9.4 Cumulative Remedies. The rights and remedies of the parties provided in
26 this Section are in addition to any other rights and remedies provided by law or under this
27 Agreement.

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

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

12 **AGENCY**

13 Gloria Perez, Regional Manager
14 Redevelopment Agency
15 3403 10th Street, Suite 400
16 Riverside, CA 92501
17 Phone: (951) 955-9056
18 Fax: (951) 955-4890

12 **CONSULTANT**

13 Meg Cruse, Senior Group Manager
14 Atkins North America, Inc.
15 6504 Bridge Point Parkway, Suite 200
16 Austin, Texas 78730
17 (909) 521-3768
18 (909) 890-3610 fax

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

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

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

1 14. ALTERATION: No alteration or variation of the terms of this Agreement shall be
2 valid unless made in writing and signed by the parties hereto, and no oral understanding or
3 agreement not incorporated herein shall be binding on any of the parties hereto. AGENCY'S
4 Executive Director, or designee, is authorized to execute amendments to the Agreement up to
5 the amount of Thirty-Nine Thousand One Hundred Eighty-Five Dollars (\$39,185).

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

10 16. CONFIDENTIALITY: CONSULTANT shall observe all Federal, State and
11 AGENCY regulations concerning confidentiality of records. CONSULTANT shall refer all
12 requests for information to AGENCY.

13 17. WORK PRODUCT: The AGENCY acknowledges that the CONSULTANT reports,
14 drawings, specifications, data, notes, calculations, estimates and other similar documents are
15 instruments of professional service, not products. Although ownership of such documents
16 normally is retained by the CONSULTANT they nonetheless shall in this instance become upon
17 their creation the property of the AGENCY whether the PROJECT is constructed or not. The
18 AGENCY may use the documents and the designs depicted in them, without the
19 CONSULTANT'S consent, in connection with the PROJECT or other AGENCY projects,
20 including, without limitation, future additions, alterations, connections, repairs, information,
21 reference, use or occupancy of the PROJECT(s). Any reuse of the documents by AGENCY
22 without the written consent of the CONSULTANT shall be at AGENCY's sole risk and without
23 liability or legal exposure to the CONSULTANT, and AGENCY shall indemnify and hold the
24 CONSULTANT harmless from any claims or losses arising out of such use of the design
25 documents by the AGENCY.

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

4 19. WAIVER: Any waiver by AGENCY of any breach of any one or more of the terms
5 of this Agreement shall not be construed to be a waiver of any subsequent or other breach of
6 the same or of any other term thereof. Failure on the part of the AGENCY to require exact, full
7 and complete compliance with any terms of this Agreement shall not be construed as in any
8 manner changing the terms hereof, or 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. LEGAL REVIEWS. AGENCY may, in its sole and exclusive discretion, conduct
13 reviews to determine the legal sufficiency of any and all documents prepared by CONSULTANT,
14 by or through AGENCY counsel.

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

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

22 **AGENCY OF RIVERSIDE**

ATKINS NORTH AMERICA, INC.

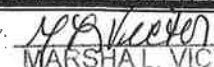
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25 Tim Miller
26 Deputy Executive Director

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25 Meg Cruse
26 Senior Group Manager-cultural resource division

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28 FORM APPROVED COUNTY COUNSEL

BY:  11/7/11
MARSHAL VICTOR DATE



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October 31, 2011

Ms. Vikki Kuntz, Environmental Planner
County of Riverside, Economic Development Agency
3403 10th Street, 4th Floor
Riverside, CA 92501

Via Email: Vikki Kuntz [VKuntz@rivcoeda.org]

Subject: REVISED Proposal for a Paleontologic Resources Survey and Optional Monitoring Services for the Mead Valley Library Project, Mead Valley Area, Riverside County, California

Dear Ms. Kuntz:

Atkins is pleased to provide you with this proposal to complete a paleontologic resources survey to determine the need for and potential intensity of monitoring services for the construction of a library facility in the Mead Valley area, Riverside County, California.

Based upon information provided emails dated July 20, 2011 and the Initial Study/Mitigated Negative Declaration (IS/MND) dated April 22, 2011, Atkins understands that paleontologic monitoring services are required during site grading activities due to the high potential/sensitivity for encountering paleontological resources within the project area. No information is provided about the sediment types to be monitored or the intensity of the monitoring program; however, a monitor is needed in accordance with Mitigation Measure (MM) CR-3 to ensure that potential impacts to significant, nonrenewable paleontologic resources would be mitigated to less than significant levels pursuant to the California Environmental Quality Act (CEQA). Atkins has teamed with Paleo Environmental Associates, Inc. (PEAI) to provide qualified paleontologic resource management services to the County for this project. Based upon a preliminary review of the geologic mapping for the project area, only the southwestern corner of the Mead Valley Library site includes sedimentary strata conducive to producing fossil remains. From project experience in this area, it is highly likely that these sedimentary soils are too coarse grained to contain fossils. For this reason, Atkins proposes to first complete a paleontologic resources survey to determine the need or lack thereof for the implementation of a paleontologic resources monitoring program. The results of the survey will also assist in determining the intensity of the monitoring program, if deemed necessary to mitigate impacts to paleontological resources for the project. Our proposed scope of work outlines three tasks relating to a paleontologic resource survey and one optional task to implement a monitoring program, if needed. The following tasks would provide you with the appropriate services to fulfill MM CR-3:

- Task 1: Paleontologic Resources Survey
- Task 2: Survey Results Letter Report/Memorandum
- Task 3: Project Management and Coordination
- Optional Task 4: Weekly Paleontologic Resources Monitoring

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Please note that additional work may be recommended in the event that fossil remains are encountered during the survey or potential monitoring program, and that such finds require preparation, identification, curation, cataloging, and museum storage, as well as discussion in a comprehensive final report. In the event that a comprehensive final report is required due to positive findings in the field, you will be contacted to obtain a Notice to Proceed (NTP) for a contract amendment prior to the commitment of resources.

We look forward to providing the requested services and are prepared to begin work once we receive authorization to proceed and a signed contract. The terms and conditions of this proposal will remain valid for 90 days. Please do not hesitate to contact me at (916) 325-1451 or Jennifer Sanka at (909) 890-5951, ext. 443-2505 if you have any questions. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Denise M. Jurich". The signature is fluid and cursive, with the first name being the most prominent.

Denise M. Jurich, M.A., RPA
Group Manager, Western Cultural Resources
Enclosures: Scope of Work, Fee Proposal, and 2011 Atkins Standard Rate Schedule

SCOPE OF WORK

TASK 1: PALEONTOLOGIC RESOURCES SURVEY

Atkins has teamed with Paleo Environmental Associates, Inc. (PEAI), to provide the paleontologic resource management services required for the Mead Valley Library Project. PEA I will provide the services of a qualified paleontologic resource field technician to complete an intensive pedestrian survey of the project area. The survey will focus on the nature of the sedimentary soils within the project area, and specifically whether or not they exhibit a lithology conducive to the preservation of paleontologic resources. The results of the survey will determine the need for or intensity of the paleontologic resources monitoring program.

TASK 2: SURVEY RESULTS LETTER REPORT/MEMORANDUM

The results of the paleontologic resources survey will be summarized in a brief report or memorandum to be submitted to the County. The letter report will address the dates of the survey, summarize the results of the survey, and provide recommendations regarding the need or lack thereof for a mitigation monitoring program. In addition, recommendations will be provided for the intensity of the monitoring program in the event that a program is warranted to mitigate potential impacts to paleontologic resources to less than significant levels pursuant to CEQA.

TASK 3: PROJECT MANAGEMENT AND COORDINATION

The Atkins and PEA I cultural resources team is committed to this project, and to maintaining a close working relationship with our clients. The project management and coordination task is intended to include activities related to correspondence and phone calls, coordination of contracting, exchange of information with the client, and general processing activities that cannot be accommodated within the tasks described above. This task also includes labor hours relating to quality control/quality assurance (QA/QC) oversight for all deliverables.

OPTIONAL TASK 4: WEEKLY PALEONTOLOGIC RESOURCES MONITORING

In the event that the completion of Tasks 1 and 2 results in recommendations for the implementation of a paleontologic resources monitoring program, PEA I will initiate the program through attendance at a pre-construction meeting or other introductory meeting, as appropriate. The PEA I paleontologic resources field supervisor and monitor will coordinate with the appropriate construction contractor personnel to provide information regarding the protection of paleontologic resources. Names and telephone numbers of the monitor and other appropriate mitigation program personnel will be provided to the contractor personnel. Thereafter, PEA I will provide the services of a qualified paleontologic resource field technician to monitor ground-disturbing activities for the project. Monitoring will occur at an intensity to be determined by PEA I personnel

following the completion of the pedestrian survey. For the purposes of this proposal, a weekly monitoring fee has been provided that reflects full-time monitoring. At your request, a Not to Exceed (NTE) fee reflecting five weeks of full-time monitoring has also been provided. This Scope of Work (SOW) and fee schedule assumes that one full-time week consists of five 8-hour work days for the field technician, or a 40-hour work week, and that the preconstruction meeting would take place during the course of the monitoring program. In addition, this weekly fee includes labor hours associated with the supervision of the technician by the field supervisor.

FEE PROPOSAL

To complete the work outlined in the Scope of Work (SOW), Atkins proposes a fee of **\$16,540.00**, including direct costs. This fee includes Tasks 1 to 3, as well as up to five full-time weeks of paleontologic resources monitoring as described in Optional Task 4.

FEES BY TASK

Task 1: Paleontologic Resources Survey	\$720.75
Task 2: Survey Results Letter Report/Memorandum	862.50
Task 3: Project Management/Coordination	690.00

Direct Costs (Mileage, Postage) 95.75

FEE TOTAL (TASKS 1 TO 3) \$2,369.00

Optional Task 4: Weekly Paleontologic Resources Monitoring \$2,553.30

Weekly Direct Costs (Mileage, Field Supplies) 280.90

FEE TOTAL (PER WEEK) \$2,834.20

NOT TO EXCEED FEE TOTAL (TASK 4 - FIVE WEEKS) \$14,171.00

NOT TO EXCEED FEE TOTAL (TASKS 1 TO 3, TASK 4 - FIVE WEEKS) \$16,540.00

Schedule

Atkins and PEAI will be prepared to respond to the needs of this project within one week of project authorization and the receipt of a signed contract.

Invoicing

Atkins generates project-related invoices on a monthly basis, and will bill the client on a monthly basis.

*****Exceptions and Assumptions***

This Scope of Work (SOW) and associated Fee Proposal considers Tasks 1 to 3 necessary for the successful completion of this project, and the associated fees (\$2,369.00) will be billed once throughout the life of the project. The SOW and

fees for Task 4 assumes no more than 8-hours per day of monitoring on site, and monitoring provided on a weekly basis (40-hour work week). Therefore, this proposal considers time and materials related to travel to the project site to be completed on a weekly basis. At your request, a Not to Exceed (NTE) fee reflecting five weeks of full-time monitoring has been provided. This SOW assumes that additional efforts associated with CEQA compliance beyond daily monitoring will not be necessary. In the event that the collection and processing of large samples would be required to mitigate impacts to paleontological resources, you will be contacted to negotiate a contract amendment. Such services will only be rendered following the receipt of a valid NTP. Additional changes to the SOW, including the addition of hours exceeding 8-hours/day could necessitate an adjustment to the total price. Please note that additional work may be recommended in the event that fossil remains are encountered during the survey or monitoring program (if necessary), and that such resources require preparation, identification, curation, cataloging, and museum storage, as well as discussion in a comprehensive final report. In the event that a comprehensive final report is required due to positive findings in the field, you will be contacted to negotiate a contract amendment.

ATKINS

ATKINS SOUTHWEST INFRASTRUCTURE STANDARD RATE SCHEDULE EFFECTIVE JANUARY 1, 2011

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ENGINEERING SERVICES

Principal Engineer IV.....	\$219.00
Principal Engineer III.....	209.00
Principal Engineer II.....	196.00
Principal Engineer I.....	180.00
Supervising Engineer II.....	170.00
Supervising Engineer I.....	155.00
Senior Engineer III.....	145.00
Senior Engineer II.....	140.00
Senior Engineer I.....	130.00
Engineer III.....	120.00
Engineer II.....	115.00
Engineer I.....	105.00
Engineering Aide.....	70.00

CONSTRUCTION RELATED SERVICES

Senior Construction Manager.....	\$175.00
Senior Project Engineer (Const.).....	135.00
Construction Manager.....	130.00
Senior Field Representative*.....	115.00
Construction Management Rep. II*.....	100.00
Construction Management Rep. I*.....	90.00
Prevailing Wage Field Rep.**.....	125.00
Sr. Contract Administrator.....	110.00
Contract Administrator.....	85.00

ENVIRONMENTAL SCIENCE

Supervising Scientist.....	\$225.00
Senior Scientist III.....	205.00
Senior Scientist II.....	170.00
Senior Scientist I.....	160.00
Scientist III.....	140.00
Scientist II.....	120.00
Scientist I.....	110.00
Assistant Scientist.....	87.00
Research Assistant.....	65.00

PUBLIC AFFAIRS SERVICES

Project Manager.....	\$170.00
Community Relations Specialist.....	140.00
Assistant Project Manager.....	125.00
Account Coordinator.....	80.00

OTHER PROFESSIONAL SERVICES

Principal Professional.....	\$196.00
Supervising Professional.....	170.00
Sr. Professional III / Sr. GIS Analyst III.....	150.00
Senior Professional II / Sr. GIS Analyst II.....	135.00
Senior Professional I / Sr. GIS Analyst I.....	122.00
Professional II / GIS Analyst II.....	101.00
Professional I / GIS Analyst I.....	88.00

DESIGN & GRAPHIC SERVICES

Senior Designer III.....	\$140.00
Senior Designer II.....	135.00
Senior Designer I.....	120.00
Designer II.....	110.00
Designer I.....	100.00
CAD Technician III.....	95.00
CAD Technician II.....	85.00
CAD Technician I.....	70.00
Graphics Designer II.....	100.00
Graphics Designer I.....	95.00

ADMINISTRATIVE SERVICES

Senior Administrator.....	\$105.00
Senior Administrative Assistant III.....	95.00
Senior Administrative Assistant II.....	85.00
Senior Administrative Assistant I.....	80.00
Administrative Assistant III.....	75.00
Administrative Assistant II.....	65.00
Administrative Assistant I / Clerk.....	60.00

EXPENSES AND OUTSIDE SERVICES

Identifiable non-salary costs that are directly attributable to the project, such as reproduction costs, telephone charges, mileage, postage, etc., are billed at actual cost plus 15 percent to cover overhead and administration costs plus 3 percent for insurance costs.

Fees for subconsultant services provided are billed at actual cost plus 15 percent to cover overhead and administration costs plus 3 percent for insurance costs.

Fees for litigation and expert witness services will be charged at \$450.00 per hour with a 4-hour minimum per day.

Computer Aided Drafting, hydrologic water, sewer and stormwater modeling, GIS, automated mapping, database and web programming, etc., is charged at \$5 per labor hour.

If applicable, a vehicle allowance of \$8.00 per hour will be charged for the use of a company vehicle assigned to an inspector.

* Non-Prevailing Wage

** Prevailing Wage Rate – Overtime will be charged at 1.25 times and Sundays and holidays will be charged at 1.70 times the above rates.

PAYMENT TERMS

A late payment finance charge at a rate of 18 percent per annum will be applied to any unpaid balance commencing 30 days after the date of original invoice.

This rate schedule is subject to annual and/or periodic revisions as necessary to accommodate inflationary trends, salary adjustments and the general costs of business.