

**AGREEMENT FOR**

**Material Testing & Inspection Services**

between

**County of Riverside**

and

**Southern California Soil & Testing, Inc. (SCST)**

# Table of Contents

<b>ARTICLE I • DESIGNATED CONTACTS .....</b>	<b>1</b>
<b>ARTICLE II • PROJECT DEFINITION .....</b>	<b>1</b>
<b>ARTICLE III • COOPERATIVE AGENCIES .....</b>	<b>1</b>
A. Lead Agency .....	1
B. COUNTY Standards .....	2
<b>ARTICLE IV • CONDITIONS .....</b>	<b>2</b>
A. Notifications .....	2
B. Assignment .....	2
C. Subcontracts .....	3
D. Modifications .....	3
E. COUNTY Directives .....	4
F. Liability .....	4
G. Indemnification and Defense .....	5
H. Quality Control .....	6
I. Value Engineering .....	7
J. Extra Work .....	7
K. Disputes .....	7
L. Termination Without Cause .....	8
M. Termination for Lack of Performance .....	8
N. Insurance .....	8
O. Conflict of Interest .....	11
P. Legal Compliance .....	12
Q. Nondiscrimination .....	12
R. Labor Code and Prevailing Wages .....	13
S. Review and Inspection .....	13
T. Record Retention / Audits .....	14
U. Ownership of Data .....	14
V. Confidentiality of Data .....	14
W. Funding Requirements .....	15
<b>ARTICLE V • PERFORMANCE .....</b>	<b>15</b>
A. Performance Period .....	15
B. Time Extensions .....	15
C. Reporting Progress .....	16
D. Evaluation of CONSULTANT .....	16
<b>ARTICLE VI • COMPENSATION .....</b>	<b>16</b>
A. Work Authorization .....	16
B. Basis of Compensation .....	16
C. Progress Payments .....	18
<b>ARTICLE VII • GENERAL TERMS .....</b>	<b>19</b>
<b>ARTICLE VIII • APPROVALS .....</b>	<b>20</b>
<b>APPENDICES</b>	
1. Scope of Services .....	A1
2. Schedule of Services .....	B1
3. Budget .....	C1

**MATERIAL TESTING AND DEPUTY INSPECTION CONSULTING SERVICES AGREEMENT**

This Agreement for East County Detention Center Material Testing and Inspection Services is made by and between the COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and Southern California Soil & Testing, Inc. (SCST), hereinafter referred to as "CONSULTANT", (collectively the "Parties"), who are located at the following addresses:

County of Riverside	SCST
Economic Development Agency	6280 Riverdale Street
Tenth Street, 4 <sup>th</sup> Floor	San Diego, CA 92120
Riverside, CA 92502	

The Parties do hereby agree as follows:

**ARTICLE I • DESIGNATED CONTACTS**

Coordination of CONSULTANT and COUNTY activities shall be accomplished through a CONSULTANT'S PROJECT MANAGER, and a COUNTY PROJECT MANAGER.

The CONSULTANT PROJECT MANAGER for CONSULTANT shall be:

Ron Baudour

The COUNTY PROJECT MANAGER for COUNTY shall be:

Rizaldy Baluyot

**ARTICLE II • PROJECT DEFINITION**

The COUNTY desires to provide for the efficient and orderly development of the East County Detention Center. Such development requires proper execution of material testing and deputy inspection services. CONSULTANT shall furnish all technical and professional services including labor, material, equipment, transportation, supervision, and expertise to fully and adequately perform and complete the covenants set forth in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by reference. All services and deliverables associated with the performance and accomplishment of the covenants described in the Scope of Services is hereinafter collectively referred to as the "PROJECT".

**ARTICLE III • COOPERATIVE AGENCIES**

**A. Lead Agency**

COUNTY has designated its Economic Development Agency as the lead agency for PROJECT.

CONSULTANT agrees that it will maintain coordination with COUNTY designated personnel as may be

requested or required for PROJECT.

**B. COUNTY Standards**

All deliverables shall be prepared in accordance with the current COUNTY practices, regulations, policies, procedures, manuals and standards where applicable. All deliverables are subject to review and approval by COUNTY.

**C. CONSULTANT Staff**

1. CONSULTANT has been selected to perform the PROJECT herein because of the skills and expertise of key individuals. CONSULTANT agrees that the following key individuals in CONSULTANT'S company shall be associated with the PROJECT in the following capacities:

JOB TITLE	NAME
Project Manager	Ron Baudour
Lead Inspector	Stephen Blay
Principal Engineer	Tom Canady
Laboratory Manager	Clint Adkins

2. CONSULTANT shall not change any of the key personnel listed above without prior written approval of COUNTY, unless said personnel ceases to be employed by CONSULTANT. In either case, COUNTY shall be allowed to interview and approve replacement personnel.

3. If any designated lead or key person fails to perform to the satisfaction of the COUNTY, then upon written notice the CONSULTANT shall immediately remove that person from the PROJECT and provide a temporary replacement. CONSULTANT shall within seven (7) days provide a permanent replacement person acceptable to COUNTY.

**ARTICLE IV • CONDITIONS**

**A. Notifications**

All notices hereunder and communications regarding interpretation of the terms of this Agreement and changes thereto shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed to the attention of the CONSULTANT PROJECT MANAGER or the COUNTY PROJECT MANAGER at the respective addresses provided on page one of this Agreement.

**B. Assignment**



1 In as much as this Agreement is intended to secure the specialized services of CONSULTANT,  
2 CONSULTANT may not assign, transfer, delegate or sublet any interest herein without the prior written  
3 consent of COUNTY, which may be granted or withheld in its' sole discretion; and any such assignment,  
4 transfer, delegation or sublease without the COUNTY'S prior written consent shall be considered null and  
5 void.

6 **C. Subcontracts**

- 7 1. CONSULTANT shall perform the services contemplated with resources available within its own  
8 organization. No portion of the services pertinent to this Agreement shall be subcontracted without  
9 written authorization by the COUNTY PROJECT MANAGER, except that which is expressly identified in  
10 this Agreement.
- 11 2. In the event CONSULTANT subcontracts any portion of CONSULTANT'S duties under this Agreement,  
12 CONSULTANT shall require its subcontractors to comply with the terms of this Agreement in the same  
13 manner as required of CONSULTANT including, but not limited to; indemnification of the COUNTY,  
14 requiring the same insurance of Subcontractors as required of CONSULTANT, and having  
15 Subcontractor's insurance name the COUNTY as Additional Insured for each type of insurance where this  
16 Agreement requires CONSULTANT'S insurance to name COUNTY as Additional Insured.

17 **D. Modifications**

- 18 1. This Agreement may be amended or modified only by mutual written agreement of the Parties. No  
19 alteration or variation of the terms of this contract will be valid unless made in writing and signed by the  
20 Parties hereto and no oral understanding or agreement not incorporated herein, will be binding on any of  
21 the Parties hereto.
- 22 2. Minor modifications are changes that do not substantially affect the Scope of Service. Minor  
23 modifications may be: a shift of funds between tasks within a budget category; the shifting of work and/or  
24 funding from one phase to another. All requests for minor modifications must be approved in writing by  
25 the Director of EDA, or his designee, prior to implementing the change.
- 26 3. There shall be no change in the CONSULTANT PROJECT MANAGER or key members of the PROJECT  
27 team without prior written approval by the COUNTY PROJECT MANAGER.
- 28 4. All modifications that do not fit within the definition of a minor modification to this Agreement shall be  
29 considered a major change and must be approved in writing by the CONSULTANT and COUNTY Board

1 of Supervisors prior to implementing the major change.

2 **E. COUNTY Directives**

3 CONSULTANT shall receive contract directions and interpretations from the COUNTY PROJECT  
4 MANAGER.

5 **F. Liability**

- 6 1. CONSULTANT has total responsibility for the accuracy and completeness of all data, reports, plans, and  
7 estimates prepared for PROJECT and shall check all such material accordingly. COUNTY will review all  
8 work product deliverables. The responsibility for accuracy and completeness of such items remains  
9 solely that of CONSULTANT. Neither COUNTY'S review or approval shall give rise to any liability or  
10 responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve CONSULTANT of its  
11 professional responsibilities or obligations under this Agreement.
- 12 2. The data, calculations, reports and other documents furnished in accordance with the Scope of Services  
13 shall meet the criteria for acceptance and be a product of neat appearance, well organized, technically  
14 and grammatically correct, checked and having the preparer and checker identified. The minimum  
15 standard of appearance, organization and contents shall be of similar types produced by COUNTY. If  
16 any work product submitted is not complete and ready for use by COUNTY, it shall be marked "Draft" or  
17 similar designation to indicate it is not ready for use by COUNTY. COUNTY expects that all work  
18 products not so designated is ready for and can be used on PROJECT.
- 19 3. COUNTY and CONSULTANT agree that data, calculations, reports or other work products prepared by  
20 CONSULTANT are for the exclusive use of COUNTY and will be used by COUNTY for the project for  
21 which they were specifically prepared. CONSULTANT shall not be responsible for use of such data,  
22 calculations, reports or other work products if used on a different project without the written authorization  
23 or approval by CONSULTANT.
- 24 4. CONSULTANT acknowledges that the data, calculations, reports and/or other work products may be used  
25 by COUNTY for the PROJECT regardless of any disputes that may develop between CONSULTANT and  
26 COUNTY. All data, calculations, reports, or other work product shall be deemed the sole and exclusive  
27 property of COUNTY and ownership thereof is irrevocably vested in COUNTY whether the PROJECT is  
28 executed or not.
- 29 5. CONSULTANT, and the agents and employees of CONSULTANT, in the performance of this contract,

1 shall act in an independent capacity and not as officers, employees or agents of COUNTY.

- 2 6. CONSULTANT has the sole discretion to determine how, when, and where to perform services required  
3 to achieve the final result specified in the Scope of Services for PROJECT subject to PROJECT timelines  
4 and availability of access during COUNTY regular operating hours.
- 5 7. CONSULTANT has the right to perform services for other clients during the term of this Agreement as  
6 long as such services are not in direct conflict with the services provided to COUNTY.
- 7 8. CONSULTANT and its employees shall not be entitled to and are not eligible for COUNTY employee  
8 benefits, including, but not limited to, medical, dental or vision insurance, life insurance, retirement  
9 benefits, vacation or sick pay, or any other benefit or compensation beyond that which is set forth  
10 explicitly in this contract.
- 11 9. CONSULTANT shall provide and maintain, throughout the term of this contract, their own workspace,  
12 tools, equipment and supplies necessary to perform the duties set forth for CONSULTANT under this  
13 Agreement. Notwithstanding the foregoing, COUNTY may, in its sole discretion, and with prior consent,  
14 provide access to COUNTY facilities, offices or meeting rooms during regular business hours for  
15 meetings, conferences or other work of CONSULTANT.

16 **G. Indemnification and Defense**

- 17 1. The CONSULTANT agrees to and shall indemnify and hold harmless the County of Riverside, its  
18 Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of  
19 Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter  
20 individually and collectively referred to as "Indemnitees") from all liability, including, but not limited to loss,  
21 suits, claims, demands, actions, or proceedings caused by any alleged or actual negligence,  
22 recklessness, willful misconduct, errors or omissions of CONSULTANT, its directors, officers, partners,  
23 employees, agents or representatives or any person or organization for whom CONSULTANT is  
24 responsible, arising out of or from the performance of services under this Agreement. To the extent a  
25 loss, suit, claim, demand, action, or proceeding is based on actual or alleged acts or omissions of  
26 CONSULTANT which are not design professional services, CONSULTANT shall indemnify Indemnitees  
27 whether or not CONSULTANT is negligent.
- 28 2. CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability  
29 arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractor

1 of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other  
2 benefit not explicitly set forth in this Agreement and arising out of work performed for COUNTY pursuant  
3 to this Agreement.

- 4 2. The duty to indemnify does not include loss, suits, claims, demands, actions, or proceedings caused by  
5 actual negligence of Indemnitees; however, any actual negligence of Indemnitees will only affect the duty  
6 to indemnify for the specific act found to be negligence, and will not preclude a duty to indemnify for any  
7 act or omission of CONSULTANT.
- 8 3. CONSULTANT shall defend and pay, at its sole expense, all costs and fees, including but not limited to  
9 attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or  
10 proceedings based or alleged to be based on any act or omission of CONSULTANT arising out of or from  
11 the performance of services under this contract. The duty to defend applies to any alleged or actual  
12 negligence, recklessness, willful misconduct, error or omission of CONSULTANT. The duty to defend  
13 shall apply whether or not CONSULTANT is a party to the lawsuit, and shall apply whether or not  
14 CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if  
15 Indemnitees are alleged or found to be actively negligent, unless the act or omission at issue was caused  
16 by the sole active negligence of Indemnitees.
- 17 4. The specified insurance provisions and limits required in this contract shall in no way limit or circumscribe  
18 CONSULTANT'S obligations to indemnify and hold harmless Indemnitees from third party claims.
- 19 5. In the event there is conflict between the indemnity and defense provisions and California Civil Code  
20 Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil  
21 Code sections 2782 and 2782.8.

22 **H. Quality Control**

23 CONSULTANT shall implement and maintain the following quality control procedures during the  
24 preparation of the data, reports, and documents relating to PROJECT. CONSULTANT shall have a  
25 quality control plan in effect during the entire time services are being performed under this contract. The  
26 plan shall establish a process whereby calculations are independently checked, reports checked,  
27 corrected and back-checked, and all job related correspondence and memoranda routed and received by  
28 affected persons and then bound in appropriate job files. Where several drawings show different work in  
29 the same area, means shall be provided to avoid conflicts and misalignment in both new and existing



1 improvements. Evidence that the quality control plan is functional may be requested by the COUNTY  
2 PROJECT MANAGER. All data, calculations, documents and other items submitted to the COUNTY  
3 PROJECT MANAGER for review shall be marked clearly as being fully checked and that the preparation  
4 of the material followed the quality control plan established for the work.

5 **I. Extra Work**

- 6 1. In the event that COUNTY directs CONSULTANT to provide services constituting Extra Work, COUNTY  
7 shall provide extra compensation to the CONSULTANT. Allowable compensation for approved extra  
8 work will be based on the provisions of Exhibit A, Budget, which is attached hereto and incorporated  
9 herein by reference.
- 10 2. An amendment to this Agreement providing for such compensation for Extra Work shall be issued by  
11 COUNTY to CONSULTANT. Such Amendment shall not be effective until executed by both Parties.
- 12 3. CONSULTANT shall not perform Extra Work until receiving written authorization from the COUNTY  
13 PROJECT MANAGER.

14 **J. Disputes**

- 15 1. In the event CONSULTANT considers any work demanded of him to be outside the requirements of this  
16 Agreement, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall  
17 promptly upon receipt of such order, instruction or decision, ask for a written confirmation of the same  
18 whereupon he shall proceed without delay to perform the work or to conform to the order, instruction, or  
19 decision; but unless CONSULTANT finds such order, instruction, or decision satisfactory, he shall within  
20 20 days after receipt of same, file a written protest with COUNTY stating clearly and in detail his  
21 objections and reasons therefore. Except for such protests or objections as are made of record in the  
22 manner specified and within the time stated herein, and except for such instances where the basis of a  
23 protest could not reasonably have been foreseen by CONSULTANT within the time limit specified for  
24 protest, CONSULTANT hereby waives all grounds for protests or objections to the orders, instruction, or  
25 decisions of COUNTY and hereby agrees that, as to all matters not included in such protests, the orders,  
26 instructions and decisions of COUNTY will be limited to matters properly falling within COUNTY's  
27 authority.
- 28 2. Any controversy or claim arising out of or relating to this Agreement which cannot be resolved by mutual  
29 agreement may be settled by mediation or arbitration, provided that the Parties mutually agree to submit

1 to mediation or arbitration.

- 2 3. Neither the pendency of a dispute nor its consideration by arbitration will excuse CONSULTANT from full  
3 and timely performance in accordance with the terms of the contract.

4 **K. Termination Without Cause**

- 5 1. COUNTY reserves the right to terminate this contract at COUNTY's discretion and without cause, upon  
6 thirty (30) calendar days written notice to CONSULTANT.
- 7 2. In the event of termination of the Agreement, upon demand, CONSULTANT shall deliver to COUNTY all  
8 field notes, surveys, studies, reports, plans, drawings, specifications, and all other materials and  
9 documents prepared by or provided to CONSULTANT in the performance of this contract. All such  
10 documents and materials shall be property of COUNTY.
- 11 3. In the event that this contract is terminated, CONSULTANT is entitled to full payment for all services  
12 performed in accordance with the terms of this Agreement up to the time written notice of contract  
13 cancellation is received by CONSULTANT. Payment shall be made for services performed to date based  
14 upon the percentage ratio that the basic services performed bear to the services contracted for, less  
15 payments made to date; plus any amount for authorized, but unpaid, extra work performed and costs  
16 incurred.

17 **L. Termination for Lack of Performance**

18 COUNTY may terminate this contract and be relieved of the payment of any consideration to  
19 CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in  
20 the manner herein provided. In the event of such termination, COUNTY may proceed with the work in  
21 any manner deemed proper by COUNTY. In such event, CONSULTANT shall be paid only for work  
22 completed and delivered to COUNTY in a timely and successful manner.

23 **M. Insurance**

24 Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the COUNTY harmless,  
25 CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the  
26 following insurance coverage's during the term of this Agreement. As respects to the insurance section only,  
27 the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and  
28 Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed  
29 officials, agents or representatives as Additional Insureds.

1 1. Workers' Compensation:

2 If the CONSULTANT has employees as defined by the State of California, the CONSULTANT shall  
3 maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State  
4 of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with  
5 limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive  
6 subrogation in favor of The County of Riverside.

7 2. Commercial General Liability:

8 Commercial General Liability insurance coverage, including but not limited to, premises liability,  
9 unmodified contractual liability, products and completed operations liability, personal and advertising  
10 injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT'S  
11 performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's  
12 limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance  
13 contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2)  
14 times the occurrence limit.

15 3. Vehicle Liability:

16 If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then  
17 CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an  
18 amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a  
19 general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the  
20 occurrence limit. Policy shall name the COUNTY as Additional Insureds.

21 4. Professional Liability

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

1 continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will  
2 continue as long as the law allows.

3 5. General Insurance Provisions - All lines:

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

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

16 c. CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish the County of Riverside  
17 with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of  
18 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing  
19 by the County Risk Manager, provide original Certified copies of policies including all Endorsements  
20 and all attachments thereto, showing such insurance is in full force and effect. Further, said  
21 Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty  
22 (30) days written notice shall be given to the County of Riverside prior to any material modification,  
23 cancellation, expiration or reduction in coverage of such insurance. In the event of a material  
24 modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate  
25 forthwith, unless the County of Riverside receives, prior to such effective date, another properly  
26 executed original Certificate of Insurance and original copies of endorsements or certified original  
27 policies, including all endorsements and attachments thereto evidencing coverage's set forth herein  
28 and the insurance required herein is in full force and effect. CONSULTANT shall not commence  
29 operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified



1 original copies of endorsements and if requested, certified original policies of insurance including all  
2 endorsements and any and all other attachments as required in this Section. An individual authorized  
3 by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and  
4 the Certificate of Insurance.

5 d. It is understood and agreed to by the parties hereto that the CONSULTANT'S insurance shall be  
6 construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured  
7 retention's or self-insured programs shall not be construed as contributory.

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

14 f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of  
15 subconsultants working under this Agreement.

16 g. The insurance requirements contained in this Agreement may be met with a program(s) of self-  
17 insurance acceptable to the COUNTY.

18 h. CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that  
19 may give rise to a claim arising from the performance of this Agreement.

20 **N. Conflict of Interest**

21 CONSULTANT warrants, by execution of this Agreement, that no person or selling agency has been  
22 employed or retained to solicit or secure this contract upon an agreement or understanding for a  
23 commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide  
24 established commercial or selling agencies maintained by CONSULTANT for the purpose of securing  
25 business. For breach or violation of this warranty, COUNTY has the right to annul this Agreement without  
26 liability, pay only for the value of the work actually performed, or in its discretion to deduct from the  
27 contract price or consideration, or otherwise recover, the full amount of such commission, percentage,  
28 brokerage, or contingent fee. CONSULTANT may be requested to complete a Conflict of Interest  
29 Statement prior to, during, or after execution of this contract. CONSULTANT understands that as a

1 condition of this contract CONSULTANT agrees to complete the Conflict of Interest Statement when  
2 requested to do so by COUNTY.

3 **O. Legal Compliance**

4 CONSULTANT shall comply with all Federal, State and local laws, statutes, ordinances, rules and  
5 regulations, and the orders and decrees of any courts or administrative bodies or tribunals currently in  
6 effect and in any manner affecting the performance under this contract, including, without limitation,  
7 workers' compensation laws and licensing and regulations.

8 **P. Nondiscrimination**

- 9 1. During the performance of this Agreement, CONSULTANT and its Subcontractors shall not act unlawfully  
10 against any employee or applicant for employment because of race, religion, color, national origin,  
11 ancestry, physical handicap, medical condition, marital status, age or sex. CONSULTANT and  
12 Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government  
13 Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California  
14 Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment  
15 and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of  
16 Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by  
17 reference and made a part hereof as if set forth in full. CONSULTANT and its Subcontractors shall give  
18 written notice of their obligations under this clause to labor organizations with which they have a collective  
19 bargaining or other agreement.
- 20 2. CONSULTANT will provide all information and reports required by the Regulations, or orders and  
21 instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources  
22 of information, and its facilities as may be determined by COUNTY to be pertinent to ascertain  
23 compliance with such Regulations, orders and instructions. Where any information required of  
24 CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information,  
25 CONSULTANT shall so certify to COUNTY, and shall set forth what efforts he has made to obtain the  
26 information.
- 27 3. In the event of CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract,  
28 COUNTY shall impose such contract sanctions as it determines to be appropriate, including, but not  
29 limited to:

- Withholding of payments to CONSULTANT under the contract until CONSULTANT complies;
- Cancellation, termination, or suspension of the contract in whole or in part.

4. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

5. CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR 21 through Appendix H and 23 CFR 710.405(b) are applicable to this contract by reference.

**Q. Labor Code and Prevailing Wages**

1. Certain Classifications of Labor under this contract may be subject to prevailing wage requirements.

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

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

**R. Review and Inspection**

CONSULTANT and any Subcontractors shall permit COUNTY to review and inspect PROJECT activities including review and inspection on a daily basis, if requested.

1 **S. Record Retention / Audits**

- 2 1. CONSULTANT, Subcontractors, and COUNTY shall maintain all books, documents, papers, accounting  
3 records, and other evidence pertaining to the performance of the contract, but not limited to, the costs of  
4 administering the contract. All parties shall make such materials available at their respective offices at all  
5 reasonable times during the contract period and for ten years from the date of final payment under the  
6 contract or ten years from project closeout, whichever is later.
- 7 2. COUNTY, the State Auditor General, or any duly authorized representative of the State Government shall  
8 have access to any books, records, and documents of CONSULTANT that are pertinent to the contract  
9 for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

10 **T. Ownership of Data**

11 Ownership and title to all reports, documents, plans, specifications, and estimates produced as part of  
12 this contract will automatically be vested in COUNTY and no further agreement will be necessary to  
13 transfer ownership to COUNTY.

14 **U. Confidentiality of Data**

- 15 1. All financial, statistical, personal, technical or other data and information which is designated confidential  
16 by COUNTY, and made available to CONSULTANT in order to carry out this contract, shall be protected  
17 by CONSULTANT from unauthorized use and disclosure.
- 18 2. Permission to disclose information on one occasion for a public hearing held by COUNTY relating to the  
19 contract shall not authorize CONSULTANT to further disclose such information or disseminate the same  
20 on any other occasion.
- 21 3. CONSULTANT shall not comment publicly to the press or any other media regarding the contract,  
22 including COUNTY actions regarding this contract. Communication shall be limited to COUNTY, or  
23 CONSULTANT'S staff that are involved with the project, unless CONSULTANT shall be requested by  
24 COUNTY to attend a public hearing or respond to questions from a Legislative committee.
- 25 4. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and  
26 nondisclosure of the same.
- 27 5. CONSULTANT shall not issue any news release or public relations item of any nature whatsoever  
28 regarding work performed or to be performed under this contract without prior review of the contents  
29 thereof by COUNTY and receipt of COUNTY's written permission.



**V. Funding Requirements**

1. All obligations of COUNTY are subject to appropriation of resources by various Federal, State and local agencies.
2. This contract is valid and enforceable only if sufficient funds are made available to COUNTY for the purpose of this PROJECT. In addition, this contract is subject to any additional restrictions, limitations, conditions or any statute enacted by Congress, State Legislature or COUNTY that may affect the provisions, terms or funding of this contract in any manner.
3. It is mutually agreed that if sufficient funds for the program are not appropriated, this contract will be amended or terminated to reflect any reduction in funds.

**ARTICLE V • PERFORMANCE**

**A. Performance Period**

1. This Agreement shall begin upon notification to proceed by the COUNTY PROJECT MANAGER. Unless terminated or otherwise cancelled as permitted herein, the term of this Agreement shall be: 1200 calendar days.
2. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the proposed contract is fully executed and approved by COUNTY.
3. CONSULTANT shall perform PROJECT services in accordance with the provisions set forth in Exhibit A, Schedule of Services, which is attached hereto and incorporated herein by reference.
4. Where CONSULTANT is required to prepare and submit studies, reports, plans, etc., to COUNTY, these shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to offer comments prior to final submission.
5. When COUNTY determines that CONSULTANT has satisfactorily completed the PROJECT services, COUNTY may give CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall not incur any further costs hereunder unless so specified in the Notice of Final Acceptance. CONSULTANT may request a Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all covenants as stipulated in this contract.
6. Time is of the essence in this contract.

**B. Time Extensions**

1. Any delay in providing PROJECT services required by this contract occasioned by causes beyond the

1 control and not due to the fault or negligence of CONSULTANT, shall be the reason for granting an  
2 extension of time for the completion of the aforesaid work. When such delay occurs, CONSULTANT shall  
3 promptly notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall  
4 ascertain the facts and the extent of the delay and grant an extension of time for the completion of the  
5 work when, in COUNTY's judgment, their findings of fact justify such an extension of time.

6 2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not  
7 intended to deny CONSULTANT its' civil legal remedies in the event of a dispute.

8 **C. Reporting Progress**

9 1. As part of the monthly invoice CONSULTANT shall submit a progress report in accordance to COUNTY.  
10 Progress Reports shall indicate the progress achieved during the previous month in relation to the  
11 Schedule of Services. Submission of such progress report by CONSULTANT shall be a condition  
12 precedent to receipt of payment from COUNTY for each monthly invoice submitted.

13 2. To ensure understanding and performance of the contract objectives, meetings between COUNTY, and  
14 CONSULTANT shall be held as often as deemed necessary. All work objectives, CONSULTANT'S work  
15 schedule, the terms of the contract and any other related issues will be discussed and/or resolved.  
16 CONSULTANT shall keep minutes of meetings and distribute copies of minutes as appropriate.

17 **D. Evaluation of CONSULTANT**

18 CONSULTANT'S performance will be evaluated by COUNTY for future reference.

19 **ARTICLE VI • COMPENSATION**

20 **A. Work Authorization**

21 CONSULTANT shall not commence performance of any work or project services until so directed by the  
22 County Project Manager. No payment will be made prior to approval of this contract.

23 **B. Basis of Compensation**

24 1. PROJECT services as provided under this contract and as described in the Scope of Services, shall be  
25 compensated for as defined in Exhibit A, Budget, which is attached hereto and incorporated herein by  
26 reference. The total amount of the contract is not to exceed \$3,470,958.00 and inclusive of reimbursable  
27 expenses.

28 If a contingency budget is provided, COUNTY shall hold such contingency in reserve for unforeseen Extra  
29 Work that may arise during the performance of this agreement. Contingency budget shall only be used at

1 the discretion of the COUNTY PROJECT MANAGER, and with prior written authorization by the COUNTY  
2 PROJECT MANAGER.

3 No additional compensation for Extra Work will be paid except upon the issuance of an Extra Work Order  
4 by COUNTY.

5 2. Prior authorization in writing by the COUNTY PROJECT MANAGER will be required before  
6 CONSULTANT enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies,  
7 equipment or consultant services. CONSULTANT shall provide an evaluation of the necessity or  
8 desirability of incurring such costs.

9 3. For purchase of any item, service or consulting work not covered in CONSULTANT'S proposal and  
10 exceeding \$500, with prior authorization by the COUNTY PROJECT MANAGER, three competitive  
11 quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.

12 4. Any equipment purchased as a result of this contract is subjected to the following: CONSULTANT shall  
13 maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a  
14 useful life of at least two years and an acquisition cost of \$500 or more. If the purchased equipment  
15 needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit. At the  
16 conclusion of the contract or if the contract is terminated, CONSULTANT may either keep the equipment  
17 and credit COUNTY in an amount equal to its fair market value or sell such equipment at the best price  
18 obtainable at a public or private sale in accordance with established COUNTY procedures and credit  
19 COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair  
20 market value shall be determined, at CONSULTANT'S expense, on the basis of a competent independent  
21 appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by  
22 COUNTY, and CONSULTANT. If it is determined to sell the equipment, the terms and conditions of such  
23 sale must be approved in advance by COUNTY and AGENCIES.

24 5. The consideration to be paid CONSULTANT, as provided herein, shall be in compensation for all of  
25 CONSULTANT'S expenses incurred in the performance hereof, including travel and per diem, unless  
26 otherwise expressly so provided.

27 6. In the event of errors or omissions in the plans for PROJECT, CONSULTANT shall perform the necessary  
28 design services required to correct such errors and omissions without additional charge to COUNTY.

29 7. CONSULTANT shall be responsible for compliance with Government Code section 7550, if the total cost

of the Agreement is over Five Thousand Dollars (\$5,000).

**C. Progress Payments**

1. CONSULTANT shall submit monthly invoices for PROJECT Services in accordance with Exhibit A, Budget.
2. CONSULTANT shall submit an invoice each month for PROJECT services performed during the preceding month. Invoices shall be submitted to the COUNTY PROJECT MANAGER and shall be included with a Progress Report covering the same period as the submitted invoice.
3. Progress payments will be based on PROJECT services provided and actual costs incurred. Payments made prior to the completion of each phase will not exceed the amount allowed in CONSULTANT'S cost proposal for the completion of that phase and prior phases, unless approved in writing by the COUNTY PROJECT MANAGER..
4. Progress payments will be made as promptly as fiscal procedures will permit upon receipt by the COUNTY PROJECT MANAGER of itemized invoices.

**ARTICLE VII • GENERAL TERMS**

**A. Law, Venue**

1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
2. The County of Riverside shall be the venue for any action or proceeding that may be brought or arise out of, in connection with, or by reason of this Agreement.

**B. Severability**

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**C. Waiver**

Neither the COUNTY'S review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and CONSULTANT shall remain liable to the COUNTY in accordance with this Agreement for all damages to the COUNTY caused by CONSULTANT'S failure to perform any of the services furnished under this Agreement



1 to the standard of care of the CONSULTANT for its services, which shall be, at a minimum high standard of  
2 care for master planning detention facilities.

3 **D. Review of Terms**

4 Each Party warrants that it has had the opportunity to consult counsel and understands the terms of this  
5 Agreement and the consequences of executing it. In addition, each Party acknowledges that the drafting of  
6 this Agreement was the product of negotiation, that no party is the sole author of this Agreement, and that  
7 this Agreement shall not be construed against any party as the drafter of this Agreement.

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**ARTICLE VIII • APPROVALS**

**COUNTY Approvals**

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

*By Yasha P. Wilson* Dated: 5-11-15

**APPROVAL BY THE BOARD OF SUPERVISORS**

\_\_\_\_\_ Dated: \_\_\_\_\_

MARION ASHLEY  
PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

\_\_\_\_\_ Dated: \_\_\_\_\_

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

**CONSULTANT Approvals**

CONSULTANT:

Southern California Soil & Testing, Inc. (SCST)

*Neal W. Clements* Dated: 04/17/2015

Neal W. Clements, P.E.  
PRINTED NAME

Chief Executive Officer  
TITLE

CONSULTANT:

\_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT A  
SCOPE OF SERVICES**



SDVOSB . DVBE . SBE

April 20, 2015

Corporate Headquarters  
6280 Riverdale Street  
San Diego, CA 92120  
P 619.280.4321  
T 877.215.4321  
F 619.280.4717  
W [www.scst.com](http://www.scst.com)

**SCST No. 14-0666**

Mr. Rizaldy Baluyot  
Economic Development Agency  
County of Riverside  
3403 10<sup>th</sup> Street, Suite 400  
Riverside, California 92501

Subject: PROPOSAL FOR SPECIAL INSPECTION AND MATERIALS TESTING SERVICES  
MATERIALS TESTING AND SPECIAL INSPECTION  
EAST COUNTY DETENTION CENTER  
INDIO, CALIFORNIA

References: Approved Plans and Specifications prepared by Hellmuth, Obata & Kassabaum  
(HOK) for the East County Detention Center.

Dear Mr. Baluyot:

In accordance with your request, Southern California Soil and Testing, Inc. (SCST) is pleased to submit this budget estimate for professional services at the subject project located at 82675 Highway 111 in Indio, California.

SCST has reviewed the above-referenced document and addressed the requirements for special inspection and materials testing in the attached scope of work. We understand the special inspection required for this project will consist of cast-in-place concrete, waterproofing, structural masonry, structural steel, and fireproofing. Based upon our review of the project document and experience on similar projects, we propose to provide our services on a time and materials basis at the unit rates provided in the attached rate schedule.

**SCOPE OF WORK AND PERIOD OF PERFORMANCE**

SCST will provide the inspection and testing services listed on the attached Rate Schedule and all associated data, analysis, reporting, and other necessary documentation and coordination during the following phases of the project:

- Phase #1 – 30 months of inspection
- Phase #2 – 6 months of inspection
- Foundation – 90 days

Scope of work for special inspection and materials testing will consist of:

- Reinforcing steel – during placement of steel and before placement of concrete
- Reinforced concrete – during the placement and sampling of concrete as required
- All structural shop/field welding and field welding of reinforcing steel, continuous
- High strength bolting – verify faying surfaces and a snug tight fit and/or proper torque as required
- Non-destructive testing of complete and partial penetration welds
- Drilled and/or epoxy adhesive anchors – during installation of anchors
- Structural masonry – at the start of laying units, after placement of reinforcing steel, grout space prior to each grouting operation, and during all grouting operations
- Fire proofing – inspection of application and thickness and density tests
- Waterproofing
- Provide daily inspection reports describing the work inspected and stating compliance or non-compliance with the project documents. A copy of the daily report will be left with the on-site superintendent. Reports will be reviewed by SCS&T's project engineer, a Registered Civil Engineer, and will be distributed to the designated recipients
- Fabricate, transport and test concrete for slump, temperature and compressive strength at the rate of one set of four concrete test cylinders per 150 cubic yards, 5,000 square-feet or for each day's placement. Test reports shall be prepared and distributed to the designated persons. Suspect or failing test results will be reported to the designated person(s) on the day of the test.
- Fabricate, transport and test one set of five masonry prisms prior to the start of construction. Suspect or failing test results will be reported to the designated person(s) on the day of the test
- Fabricate, transport and test one set of three masonry prisms for each 5,000 SF of wall area during construction. Suspect or failing test results will be reported to the designated person(s) on the day of the test
- Sample, transport and test six masonry units for each type of masonry block. Three units will be tested for absorption and three units for compression. Suspect or failing test results will be reported to the designated person(s) on the day of the test
- Fabricate, transport and test one set of three grout samples for each 20 cubic yards. Suspect or failing test results will be reported to the designated person(s) on the day of the test
- Fabricate, transport and test one set of three mortar samples for each 750 square feet of masonry wall. Suspect or failing test results will be reported to the designated person(s) on the day of the test

## **COST INFORMATION**

Our budget estimate for services is based on our review of the referenced document, and past experience on similar projects. We propose to provide our services on a time and materials basis according to the rate schedule included in this proposal. Based on the above scope, we estimate our fees to be approximately **\$3,470,958**. A cost table presenting a breakdown of our estimate has been provided in this budget estimate.

## **PAYMENT SCHEDULE**

SCST will submit invoices to EDA on a monthly basis. Each invoice will be itemized and show tasks performed, number of hours worked per person, rate per hour for each person, total contract amount, percent complete, remaining contract amount, and all lab and field reports pertaining to submitted invoice.

## **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, its employees or agents. The contractor is responsible for their services, and neither the presence of our field personnel nor the observation and testing by this firm should excuse the contractor 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.

## **AUTHORIZATION**

SCST appreciates this opportunity to provide our professional services and is most interested in becoming a member of your consultant team. SCST has considerable experience in successfully providing these services and we are confident that we can provide them in a timely and cost effective manner. Should you have any questions regarding this budget estimate or if we may be of further service, please contact our office at 619.280.4321.

Respectfully Submitted,  
**Southern California Soil and Testing, Inc.**



Ron Baudour  
Director of Field Services

RB:CLL

Attachments: Rate Schedule





## Rate Schedule

Project: East County Detention Center  
Request of Qualifications for Deputy Soils Materials Testing and Inspections Services

COMPANY: SOUTHERN CALIFORNIA SOIL & TESTING, INC.  
 ADDRESS: 83-740 CITRUS AVENUE, SUITE G, INDIO, CALIFORNIA 92201  
 CONTACT NAME: RON BAUDOUR  
 PHONE NO.: 619.944.4020

Section 1- Lab Testing Services	Cost / Test (Unit Price)	X	Estimated # of Tests	=	Total Cost
<b>Concrete strength characteristics</b>					
1 Concrete compression cylinders 6x12	\$ 20	X	3600	=	\$ 72,000
2 Concrete cores 6" maximum diameter	\$ 57	X	12	=	\$ 684
3 Concrete Flex beam simple bm w/ 3 point loading	\$ 74	X	0	=	\$ -
4 Review of existing mix design	\$ 125	X	20	=	\$ 2,500
5 Handling charge / pickup / storage	\$ 45	X	475	=	\$ 21,375
<b>Soil and Aggregate</b>					
6 Sieve Analysis coarse		X		=	
7 Sieve Analysis fine/coarse		X		=	
8 Sand Equivalent		X		=	
9 MD 1559		X		=	
10 MD D1557		X		=	
<b>Masonry strength characteristics</b>					
11 Mortar cylinders 2x4	\$ 20	X	240	=	\$ 4,800
12 Mortar cubes 2x2	\$ 20	X	105	=	\$ 2,100
13 Block compression	\$ 52	X	10	=	\$ 520
14 Prisms block compression	\$ 110	X	36	=	\$ 3,960
15 Grout 3x6	\$ 20	X	168	=	\$ 3,360
16 Core compression	\$ 57	X	12	=	\$ 684
17 Core shear	\$ 92	X	12	=	\$ 1,104
18 Handling charge / pickup / storage	\$ 45	X	80	=	\$ 3,600
<b>Reinforcing steel tensile and bend tests</b>					
19 Tensile #11 and smaller	\$ 74	X	50	=	\$ 3,700
20 Tensile #14	\$ 90	X	0	=	\$ -
21 Tensile #18	\$ 140	X	0	=	\$ -
22 Bend test #11 and smaller	\$ 45	X	50	=	\$ 2,250
23 Bend test # 14	\$ 45	X	0	=	\$ -
24 Bend test #18	\$ 90	X	0	=	\$ -
<b>Structural steel and HSB</b>					
25 Bend test	\$ 60	X	50	=	\$ 3,000
26 Bolt tensile test	\$ 50	X	100	=	\$ 5,000
27 Nelson stud tensile	\$ 50	X	100	=	\$ 5,000
<b>Asphalt Concrete</b>					
28 Bitumen content		X		=	
29 Gradation of extracted sample		X		=	
30 Unit wt. of cores		X		=	
31 HVEEM		X		=	
32 R-Value		X		=	
33 Compacted MD - Marshall		X		=	
<b>Spray-on Fireproofing</b>					
34 ASTM E605 Thickness/ Density - Cementitious Fireproofing	\$ 94	X	160	=	\$ 15,040
35 Unit Wt.	\$ 69	X	300	=	\$ 20,700
36 ASTM E736 Bond Strength - Cementitious Fireproofing	\$ 94	X	160	=	\$ 15,040
<b>Total Cost Section 1 (sum of items 1 -36)</b>			<b>=</b>		<b>\$186,417</b>

(continue to page 2 of 3)

## Rate Schedule

Project: East County Detention Center  
Request of Qualifications for Deputy Soils Materials Testing and Inspections Services

Section 2- Field Services	Rate/hr.	X	Estimated # of Hrs.	=	Total Cost
<b>Concrete</b>					
37 RC deputy	\$ 94	X	7200	=	\$ 676,800
38 ACI sampling	\$ 94	X	3600	=	\$ 338,400
39 Batch plant inspection	\$ 94	X	3000	=	\$ 282,000
40 Coring machine w/1 man	\$ 94	X	80	=	\$ 7,520
<b>Masonry</b>					
41 RM deputy	\$ 94	X	1600	=	\$ 150,400
42 Pick up samples		X		=	\$ -
43 Coring machine w/1 man	\$ 94	X	48	=	\$ 4,512
<b>Structural steel and HSB</b>					
44 SSW deputy	\$ 94	X	5000	=	\$ 470,000
45 Skidmore HSB testing	\$ 94	X	80	=	\$ 7,520
46 NDT - ut, mp, dp	\$ 94	X	480	=	\$ 45,120
47 Anchor bolt tests (pull out)	\$ 94	X	200	=	\$ 18,800
48 Torque wrench	\$ 94	X	200	=	\$ 18,800
<b>Soils</b>					
49 Engineered Fill		X		=	
50 Field Vehicle with Testing Equipment		X		=	
51 Field Technician		X		=	
52 Nuke Guage		X		=	
53 Engineers Observations		X		=	
<b>Smoke Control System</b>					
54 Specialty Inspector		X		=	
<b>Waterproofing</b>					
55 Waterproofing inspector	\$ 94	X	80	=	\$ 7,520
<b>Miscellaneous</b>					
56 Acoustical Ceiling Pull Test, 1 of every 10 power-actuated fasteners	\$ 94	X	180	=	\$ 16,920
57 Security Ceiling Assemblies pull testing, 1 of every 10 anchors used	\$ 94	X	180	=	\$ 16,920
<b>Professional Services</b>					
58 Project engineer	\$ 125	X	360	=	\$ 45,000
59 Administration	\$ 45	X	360	=	\$ 16,200
60 Principal engineer	\$ 125	X	200	=	\$ 25,000
61 Project closeout	\$ 45	X	120	=	\$ 5,400
<b>Miscellaneous</b>					
62 Paint thickness testing	\$ 94	X	56	=	\$ 5,264
63 Moisture testing	\$ 94	X	40	=	\$ 3,760
<b>Total Cost Section 2 (sum of items 37 - 63)</b>			=	\$	<b>2,161,856</b>
<b>Total Cost - FEE PROPOSAL (sum of items 1 - 63)</b>			=		<b>\$2,348,273</b>

**Rate Schedule**

Project: East County Detention Center  
Request of Qualifications for Deputy Soils Materials Testing and Inspections Services

<b>Section 3- Additional Items (Overtime and Extra Testing)</b>		<b>Rate/hr.</b>	<b>X</b>	<b>Estimated # of Hrs.</b>	<b>=</b>	<b>Total Cost</b>
<b>Additional Items</b>						
64	Moisture Kits	\$ 35	X	67	=	\$ 2,345
65	Floor Flatness/Levelness Tests	\$ 200	X	60	=	\$ 12,000
66	Block Shrinkage	\$ 252	x	10	=	\$ 2,520
67	Block Absorption	\$ 38	x	10	=	\$ 380
68	Batch plant inspection (masonry grout)	\$ 94	X	480	=	\$ 45,120
69	Batch plant inspection (masonry grout) (Overtime)	\$ 141	X	240	=	\$ 33,840
70	RC deputy (Overtime)	\$ 141	X	3600	=	\$ 507,600
71	ACI sampling (Overtime)	\$ 141	X	1800	=	\$ 253,800
72	Batch plant inspection (Overtime)	\$ 141	X	1500	=	\$ 211,500
73	RM deputy (Overtime)	\$ 141	X	0	=	\$ -
74	SSW deputy (Overtime)	\$ 141	X	0	=	\$ -
75	Anchor bolt tests (pull out) (Overtime)	\$ 141	X	100	=	\$ 14,100
76	Torque wrench (Overtime)	\$ 141	X	100	=	\$ 14,100
77	Acoustical Ceiling Pull Test, 1 of every 10 power-actuated fasteners (Overtime)	\$ 141	X	90	=	\$ 12,690
78	Security Ceiling Assemblies pull testing, 1 of every 10 anchors used (Overtime)	\$ 141	X	90	=	\$ 12,690
79	Double Time Sunday	\$ 188				
<b>Total Cost Section 3 (sum of items 64 - 77)</b>				<b>=</b>	<b>\$</b>	<b>1,122,685</b>

COMPANY: Southern California Soil & Testing, Inc.

<b>Total Cost - FEE PROPOSAL (sum of items 1 - 78)</b>				<b>=</b>	<b>\$3,470,958</b>
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**EXHIBIT A**

Revised August 21, 2014

FEE PROPOSAL SHEET

Project: East County Detention Center

Request of Qualifications for Deputy Soils Materials Testing and Inspections Services

COMPANY: SOUTHERN CALIFORNIA SOIL &amp; TESTING, INC.

ADDRESS: 83-740 CITRUS AVENUE, SUITE G, INDIO, CALIFORNIA 92201

CONTACT NAME: RON BAUDOUR

PHONE NO.: 619.944.4020

Section 1- Lab Testing Services		Cost / Test (Unit Price)	X	Estimated # of Tests	=	Total Cost
<b>Concrete strength characteristics</b>						
1	Concrete compression cylinders 6x12	\$ 20	X	3600	=	\$ 72,000
2	Concrete cores 6" maximum diameter	\$ 57	X	12	=	\$ 684
3	Concrete Flex beam simple bm w/ 3 point loading	\$ 74	X	0	=	\$ -
4	Review of existing mix design	\$ 125	X	20	=	\$ 2,500
5	Handling charge / pickup / storage	\$ 45	X	475	=	\$ 21,375
<b>Soil and Aggregate</b>						
6	Sieve Analysis coarse		X		=	
7	Sieve Analysis fine/coarse		X		=	
8	Sand Equivalent		X		=	
9	MD 1559		X		=	
10	MD D1557		X		=	
<b>Masonry strength characteristics</b>						
11	Mortar cylinders 2x4	\$ 20	X	240	=	\$ 4,800
12	Mortar cubes 2x2	\$ 20	X	105	=	\$ 2,100
13	Block compression	\$ 52	X	10	=	\$ 520
14	Prisms block compression	\$ 110	X	36	=	\$ 3,960
15	Grout 3x6	\$ 20	X	168	=	\$ 3,360
16	Core compression	\$ 57	X	12	=	\$ 684
17	Core shear	\$ 92	X	12	=	\$ 1,104
18	Handling charge / pickup / storage	\$ 45	X	80	=	\$ 3,600
<b>Reinforcing steel tensile and bend tests</b>						
19	Tensile #11 and smaller	\$ 74	X	50	=	\$ 3,700
20	Tensile #14	\$ 90	X	0	=	\$ -
21	Tensile #18	\$ 140	X	0	=	\$ -
22	Bend test #11 and smaller	\$ 45	X	50	=	\$ 2,250
23	Bend test # 14	\$ 45	X	0	=	\$ -
24	Bend test #18	\$ 90	X	0	=	\$ -
<b>Structural steel and HSB</b>						
25	Bend test	\$ 60	X	50	=	\$ 3,000
26	Bolt tensile test	\$ 50	X	100	=	\$ 5,000
27	Nelson stud tensile	\$ 50	X	100	=	\$ 5,000
<b>Asphalt Concrete</b>						
28	Bitumen content		X		=	
29	Gradation of extracted sample		X		=	
30	Unit wt. of cores		X		=	
31	HVEEM		X		=	
32	R-Value		X		=	
33	Compacted MD - Marshall		X		=	
<b>Spray-on Fireproofing</b>						
34	ASTM E605 Thickness/ Density - Cementitious Fireproofing	\$ 94	X	160	=	\$ 15,040
35	Unit Wt.	\$ 69	X	300	=	\$ 20,700
36	ASTM E736 Bond Strength - Cementitious Fireproofing	\$ 94	X	160	=	\$ 15,040
<b>Total Cost Section 1 (sum of items 1 -36)</b>				<b>=</b>		<b>\$186,417</b>

(continue to page 2 of 3)

**EXHIBIT A**

Revised August 21, 2014

FEE PROPOSAL SHEET

Project: East County Detention Center

Request of Qualifications for Deputy Soils Materials Testing and Inspections Services

<b>Section 2- Field Services</b>	<b>Rate/hr.</b>	<b>X</b>	<b>Estimated # of Hrs.</b>	<b>=</b>	<b>Total Cost</b>
<b>Concrete</b>					
37 RC deputy	\$ 94	X	7200	=	\$ 676,800
38 ACI sampling	\$ 94	X	3600	=	\$ 338,400
39 Batch plant inspection	\$ 94	X	3000	=	\$ 282,000
40 Coring machine w/1 man	\$ 94	X	80	=	\$ 7,520
<b>Masonry</b>					
41 RM deputy	\$ 94	X	1600	=	\$ 150,400
42 Pick up samples		X		=	\$ -
43 Coring machine w/1 man	\$ 94	X	48	=	\$ 4,512
<b>Structural steel and HSB</b>					
44 SSW deputy	\$ 94	X	5000	=	\$ 470,000
45 Skidmore HSB testing	\$ 94	X	80	=	\$ 7,520
46 NDT - ut, mp, dp	\$ 94	X	480	=	\$ 45,120
47 Anchor bolt tests (pull out)	\$ 94	X	200	=	\$ 18,800
48 Torque wrench	\$ 94	X	200	=	\$ 18,800
<b>Soils</b>					
49 Engineered Fill		X		=	
50 Field Vehicle with Testing Equipment		X		=	
51 Field Technician		X		=	
52 Nuke Guage		X		=	
53 Engineers Observations		X		=	
<b>Smoke Control System</b>					
54 Specialty Inspector		X		=	
<b>Waterproofing</b>					
55 Waterproofing inspector	\$ 94	X	80	=	\$ 7,520
<b>Miscellaneous</b>					
56 Acoustical Ceiling Pull Test, 1 of every 10 power-actuated fasteners	\$ 94	X	180	=	\$ 16,920
57 Security Ceiling Assemblies pull testing, 1 of every 10 anchors used	\$ 94	X	180	=	\$ 16,920
<b>Professional Services</b>					
58 Project engineer	\$ 125	X	360	=	\$ 45,000
59 Administration	\$ 45	X	360	=	\$ 16,200
60 Principal engineer	\$ 125	X	200	=	\$ 25,000
61 Project closeout	\$ 45	X	120	=	\$ 5,400
<b>Miscellaneous</b>					
62 Paint thickness testing	\$ 94	X	56	=	\$ 5,264
63 Moisture testing	\$ 94	X	40	=	\$ 3,760
<b>Total Cost Section 2 (sum of items 37 - 63)</b>			<b>=</b>	<b>\$</b>	<b>2,161,856</b>

<b>Total Cost - FEE PROPOSAL (sum of items 1 - 63)</b>	<b>=</b>	<b>\$2,348,273</b>
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**EXHIBIT A**

Revised August 21, 2014

FEE PROPOSAL SHEET

Project: East County Detention Center

Request of Qualifications for Deputy Soils Materials Testing and Inspections Services

<b>Section 3- Additional Items (Overtime and Extra Testing)</b>	<b>Rate/hr.</b>	<b>X</b>	<b>Estimated # of Hrs.</b>	<b>=</b>	<b>Total Cost</b>
<b>Additional Items</b>					
64 Moisture Kits	\$ 35	X	67	=	\$ 2,345
65 Floor Flatness/Levelness Tests	\$ 200	X	60	=	\$ 12,000
66 Block Shrinkage	\$ 252	x	10	=	\$ 2,520
67 Block Absorption	\$ 38	x	10	=	\$ 380
68 Batch plant inspection (masonry grout)	\$ 94	X	480	=	\$ 45,120
69 Batch plant inspection (masonry grout) (Overtime)	\$ 141	X	240	=	\$ 33,840
70 RC deputy (Overtime)	\$ 141	X	3600	=	\$ 507,600
71 ACI sampling (Overtime)	\$ 141	X	1800	=	\$ 253,800
72 Batch plant inspection (Overtime)	\$ 141	X	1500	=	\$ 211,500
73 RM deputy (Overtime)	\$ 141	X	0	=	\$ -
74 SSW deputy (Overtime)	\$ 141	X	0	=	\$ -
75 Anchor bolt tests (pull out) (Overtime)	\$ 141	X	100	=	\$ 14,100
76 Torque wrench (Overtime)	\$ 141	X	100	=	\$ 14,100
77 Acoustical Ceiling Pull Test, 1 of every 10 power-actuated fasteners (Overtime)	\$ 141	X	90	=	\$ 12,690
78 Security Ceiling Assemblies pull testing, 1 of every 10 anchors used (Overtime)	\$ 141	X	90	=	\$ 12,690
79 Double Time Sunday	\$ 188				
<b>Total Cost Section 3 (sum of items 64 - 77)</b>			<b>=</b>	<b>\$</b>	<b>1,122,685</b>

COMPANY: Southern California Soil &amp; Testing, Inc.

<b>Total Cost - FEE PROPOSAL (sum of items 1 - 78)</b>	<b>=</b>	<b>\$3,470,958</b>
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