

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

585C



FROM: Redevelopment Agency

SUBMITTAL DATE:
April 8, 2010

SUBJECT: Western Riverside County Animal Shelter Project- Findings and Geotechnical Services Agreement with Inland Foundation; Second Amendment with STK Architects

RECOMMENDED MOTION: That the Board of Directors:

1. Make the following findings:
 - a) The Western Riverside County Animal Services Facility (Project) is of primary benefit to the Jurupa Valley Redevelopment Project Area (Project Area) by helping to eliminate blight within the Project Area because the growth in animal population has rendered the current facility undersized and the Project will be utilized by residents within the Project Area;
 - b) No other reasonable means of financing the Project are currently available to the community due to limited funds which are unavailable to fund the Project; and

(Continued)

Dan Martinez
Robert Field, Executive Director
By Dan Martinez, Deputy Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 26,084,223	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: Yes

SOURCE OF FUNDS: Jurupa Valley Redevelopment Capital Improvement Funds to be reimbursed with Tobacco Securitization Funds	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 Ashley, seconded by Supervisor Buster 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: April 20, 2010
xc: RDA, EDA, CIP

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

(Comp. Item 3.41)

Prev. Agn. Ref.: 8/9/05, 3.71, 6/6/06, 3.17, 4.1, 7/29/08, 3.29, 9/30/08, 4.4

District: 2

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

4.8

FORWARDED TO COUNTY COUNCIL BY: *4/8/10* DATE: _____
 MARSHAL VICTOR
 CHRISTOPHER HART, Mayor/President, County Board of Supervisors

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

RECOMMENDED MOTION: (Continued)

- c) The payment of funds for the construction of the Project is consistent with the implementation plan adopted pursuant to Section 33490 which calls for improving existing public facilities in the project area.
2. Ratify and authorize the Chairman to execute the attached Consulting Services Agreement between the Redevelopment Agency for the County of Riverside (Agency) and Inland Foundation Engineering, Inc. (Consultant) to provide additional geotechnical, inspection, and materials testing services in the amount of \$212,799.57 for the Western Riverside County Animal Shelter Project;
3. Ratify and authorize the Chairman to execute the Second Amendment to the Consulting Services Agreement with STK Architects Inc. for additional design services in the amount of \$84,634.54 for the Western Riverside County Animal Shelter Project;
4. Ratify all actions taken regarding this project by the Board of Supervisors on July 29, 2008 Agenda Item 3.29.

BACKGROUND: On September 30, 2008, Agenda Item 4.4, the Agency Board of Directors awarded the construction contract to J.D. Diffenbaugh, Inc. for the construction of the Western Riverside County Animal Shelter Project (formerly known as Northwest Animal Shelter). Geotechnical, inspection and materials testing services for the project are being provided by Inland Foundation Engineering Inc., within the Agency's contract with STK Architecture that was approved on June 6, 2006, Agenda Item 4.1. However, the amount of work required for this project exceeds what is included in the contract because the building code requirements for testing and inspections have changed and the project also encountered unforeseen site soil conditions. As a result of the additional services required, a separate contract with Inland Foundation Engineering Inc. is proposed to provide for the additional geotechnical, inspections and materials testing services for steel placement, welding inspection, and continuous asphalt and concrete inspection as needed for final inspection, acceptance, and occupancy of the building. By contracting separately for these services, the Agency will save 15% on the cost by not having to pay an overhead mark up. The total cost for the aforementioned geotechnical inspection and materials testing services will be billed on a time and material basis not to exceed \$212,799.57.

On June 6, 2006, Agenda Item 4.1, the Agency Board of Directors approved an Agreement with STK Architects, Inc., to provide architectural, planning, engineering, and consulting services for the Western Riverside County Animal Shelter Project in the amount of \$1,599,194. On September 30, 2008, Agenda Item 4.4, the Agency Board of Directors approved the First Amendment to the Agreement to provide additional consulting services, including unforeseen design development revision, upgrading the HVAC system design for the entire facility to a central plan systems and construction administration in the amount of \$108,865. The scope of services has once again been expanded to include additional civil engineering services, utility coordination, structural engineering, and generator design services for an additional amount of \$84,634.54.

Funding for these Agreements will be provided from the contingency fund included within the original construction project budget. Staff recommends that the Board of Directors make the findings, ratify the Agreement with Inland Foundation, ratify the Amendment with STK Architects Inc., and ratify all actions taken regarding this project by the Board of Supervisors on July 29, 2008 Agenda Item 3.29.

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

**CONSULTING SERVICES AGREEMENT
FOR GEOTECHNICAL AND MATERIAL TESTING FOR THE NORTHWEST
RIVERSIDE ANIMAL SHELTER PROJECT BY AND BETWEEN THE
REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
AND INLAND FOUNDATION ENGINEERING, INC**

This Agreement, is made and entered into this ___ day of _____, 2010, by and between the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public body corporate politic in the State of California (hereinafter "AGENCY"), and Inland Foundation Engineering, 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.);

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;

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

WHEREAS, the proposed services provided in this Agreement are necessary to provide inspections and materials testing services for steel placement, welding, and continuous asphalt and concrete inspection services as needed for final inspection, acceptance and occupancy for the Animal Shelter project;

WHEREAS, the AGENCY has selected CONSULTANT to provide services based on their qualifications established through a pre-qualified list established by the AGENCY;

//

APR 20 2010 4.8

1 WHEREAS, CONSULTANT has agreed to provide such services to
2 AGENCY,

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

5 1. DESCRIPTION OF SERVICES: CONSULTANT shall provide all services
6 as outlined and specified in Exhibit A, consisting of one (1) page(s), attached hereto
7 and by this reference incorporated herein.

8 1.1 CONSULTANT represents and maintains that it is skilled in the
9 professional calling necessary to perform all services, duties and obligations required
10 by this Agreement to fully and adequately complete the project. CONSULTANT shall
11 perform the services and duties in conformance to and consistent with the standards
12 generally recognized as being employed by professionals in the same discipline in the
13 State of California. CONSULTANT further represents and warrants to the AGENCY
14 that it has all licenses, permits, qualifications and approvals of whatever nature are
15 legally required to practice its profession. CONSULTANT further represents that it shall
16 keep all such licenses and approvals in effect during the term of this Agreement.

17 2. PERIOD OF PERFORMANCE: CONSULTANT shall commence
18 performance upon date of execution of this Agreement and complete performance
19 within four (4) months from said date. CONSULTANT will diligently and responsibly
20 pursue the performance of the services required of it by this Agreement through project
21 completion unless the work is altered by written amendment(s) pursuant to Section 12,
22 or terminated as specified in Section 6. All applicable indemnification provisions in this
23 Agreement shall remain in effect following the termination of this Agreement.

24 3. COMPENSATION: The AGENCY shall pay the CONSULTANT for
25 services performed and expenses incurred in accordance with the terms of this
26 Agreement. CONSULTANT shall be paid an amount not to exceed two hundred twelve
27 thousand seven hundred ninety nine dollars and fifty seven cents \$212,799.57
28 CONSULTANT shall submit invoices to the AGENCY for progress payments based on

1 work completed to date.

2 3.1 Said compensation shall be paid in accordance with an invoice
3 submitted to AGENCY by CONSULTANT within fifteen (15) days from the last day of
4 each calendar month, and AGENCY shall pay the invoice within thirty (30) working
5 days from the date of receipt of the invoice.

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

18 5. INDEMNITY AND HOLD HARMLESS: The CONSULTANT agrees to
19 and shall indemnify and hold harmless the AGENCY, its Districts, Departments and
20 Special Districts, their respective directors, officers, Board of Supervisors, elected and
21 appointed officials, employees, agents and representatives (hereinafter individually and
22 collectively referred to as "Indemnities") from:

23 5.1 All liability, including, but not limited to, loss, suits, claims,
24 demands, actions, or proceedings to the extent caused by any alleged or actual
25 negligent, recklessness, willful misconduct, error or omission, of CONSULTANT, its
26 directors, officers, partners, employees, agents or representatives or any person or
27 organization for whom CONSULTANT is responsible, arising out of or from the
28 performance of services under this Agreement; and

1 //

2 5.2 All liability, including but not limited to, loss, suits, damage, claims
3 and demands, based upon any alleged or actual act, error, omission or occurrence of
4 CONSULTANT, its directors, officers, partners, employees, agents or representatives
5 or any person or organization for whom CONSULTANT is responsible, arising out of, in
6 connection with, resulting from conditions created by CONSULTANT, or caused by the
7 CONSULTANT's performance or failure of performance of any work or services, other
8 than professional services covered under Section 'A' above, under this Agreement.

9 5.3 As respects each and every indemnification herein CONSULTANT
10 shall defend and pay, at its sole expense, all costs and fees including but not limited to
11 attorney fees, cost of investigation, and defense and settlements or awards against the
12 AGENCY, its Districts, Special Districts and Departments, their respective directors,
13 officers, Board of Supervisors, elected and appointed officials, employees, agents and
14 representatives.

15 5.4 With respect to any action or claim subject to indemnification
16 herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use
17 counsel of their own choice and shall have the right to adjust, settle, or compromise
18 any such action or claim without the prior consent of AGENCY; provided, however, that
19 any such adjustment, settlement or compromise in no manner whatsoever limits or
20 circumscribes CONSULTANT's indemnification to Indemnities as set forth herein.

21 5.5 CONSULTANT's obligation hereunder shall be satisfied when
22 CONSULTANT has provided to Indemnities the appropriate form of dismissal relieving
23 Indemnities from any liability for the action or claim involved.

24 5.6 The specified insurance limits required in this Agreement shall in
25 no way limit or circumscribe CONSULTANT's obligations to indemnify and hold
26 harmless Indemnities from third-party claims.

27 5.7 In the event there is conflict between this clause and California
28 Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code

1 2782. Such interpretation shall not relieve the CONSULTANT from indemnifying the
2 AGENCY to the fullest extent allowed by law.

3 6. INSURANCE: Without limiting CONSULTANT'S indemnification,
4 CONSULTANT shall maintain in force at all times during the performance of this
5 Agreement, insurance policies evidencing coverage during the entire term of the
6 Agreement as follows:

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

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

24 6.3 Vehicle Liability: If CONSULTANT'S vehicles or mobile equipment
25 are used in the performance of the obligations under this Agreement, CONSULTANT
26 shall maintain liability insurance for all owned, non-owned or hired vehicles in an
27 amount not less than \$1,000,000 per occurrence combined single limit. If such
28 insurance contains a general aggregate limit, it shall apply separately to this agreement

1 or be no less than two (2) times the occurrence limit. Policy shall name the AGENCY,
2 County of Riverside, special districts, their respective directors, officers, Board of
3 Supervisors, elected officials, employees, agents, or representatives as an Additional
4 Insured.

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

19 6.5 General Insurance Provisions - All lines:

- 20 a. Any insurance carrier providing insurance coverage hereunder shall be
21 admitted to the State of California and have an A.M. BEST rating of not less
22 than an A: VIII (A: 8) unless such requirements are waived, in writing, by the
23 AGENCY Risk Manager. If the AGENCY'S Risk Manager waives a
24 requirement for a particular insurer such waiver is only valid for that specific
25 insurer and only for one policy term.
- 26 b. The CONSULTANT'S insurance carrier(s) must declare its insurance
27 deductibles or self-insured retentions. If such deductibles or self-insured
28 retentions exceed \$500,000 per occurrence such deductibles and/or

1 retentions shall have the prior written consent of the AGENCY Risk Manager
2 before the commencement of operations under this Agreement. Upon
3 notification of deductibles or self insured retentions which are deemed
4 unacceptable to the AGENCY, at the election of the AGENCY'S Risk
5 Manager, CONSULTANT'S carriers shall either; 1) reduce or eliminate such
6 deductibles or self-insured retentions as respects this Agreement with the
7 AGENCY, or 2) procure a bond which guarantees payment of losses and
8 related investigations, claims administration, defense costs and expenses.

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

1 ***endorsements or policies of insurance including all endorsements and***
2 ***any and all other attachments as required in this Section.***

3 d. It is understood and agreed by the parties hereto and the CONSULTANT'S
4 insurance company(s), that the Certificate(s) of Insurance and policies shall
5 so covenant and shall be construed as primary insurance, and the
6 AGENCY'S insurance and/or deductibles and/or self-insured retentions or
7 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
9 material change in the scope of services or performance of work the Risk
10 Manager reserves the right to adjust the types of insurance required under
11 this Agreement and the monetary limits of liability for the insurance
12 coverage's required herein, if, in the AGENCY Risk Manager's reasonable
13 judgment, the amount or type of insurance carried by the CONSULTANT has
14 become inadequate. Consultant may terminate this Agreement if it deems
15 that any increase in the amount of insurance required herein is
16 unreasonable.

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

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

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

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

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

8 9.1 Discontinuance of Services. Upon receipt of written Notice of
9 Termination, CONSULTANT shall discontinue all affected Services within seven (7)
10 days of receipt of the Notice, unless otherwise directed by the Notice, and deliver to the
11 AGENCY all data, estimates, graphs, summaries, reports, and other related materials
12 as may have been prepared or accumulated by CONSULTANT in performance of
13 Services, whether completed or in progress.

14 9.2 Effect of Termination For Convenience. If the termination is to be
15 for the convenience of the AGENCY, the AGENCY shall compensate CONSULTANT
16 for Services satisfactorily provided through the date of termination. Such payment shall
17 include a pro-rated amount of profit, if applicable, but no amount shall be paid for
18 anticipated profit on unperformed Services. CONSULTANT shall provide
19 documentation deemed adequate by AGENCY'S Representative to show the Services
20 actually completed by CONSULTANT prior to the date of termination. This Agreement
21 shall terminate thirty (30) days following receipt by the CONSULTANT of the written
22 Notice of Termination.

23 9.3 Effect of Termination For Cause. If the termination is due to the
24 failure of CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT
25 shall be compensated for those Services which have been completed and accepted by
26 the AGENCY. In such case, the AGENCY may take over the work and prosecute the
27 same to completion by contract or otherwise. Further, CONSULTANT shall be liable to
28 the AGENCY for any reasonable additional costs incurred by the AGENCY to revise

1 work for which the AGENCY has compensated CONSULTANT under this Agreement,
2 but which the AGENCY has determined in its sole discretion needs to be revised in part
3 or whole to complete the Project. Following discontinuance of Services, the AGENCY
4 may arrange for a meeting with CONSULTANT to determine what steps, if any,
5 CONSULTANT can take to adequately fulfill its requirements under this Agreement. In
6 its sole discretion, AGENCY'S Representative may propose an adjustment to the terms
7 and conditions of the Agreement, including the contract price. Such contract
8 adjustments, if accepted in writing by the Parties, shall become binding on
9 CONSULTANT and shall be performed as part of this Agreement. In the event of
10 termination for cause, unless otherwise agreed to in writing by the parties, this
11 Agreement shall terminate seven (7) days following the date the Notice of Termination
12 was mailed to the CONSULTANT. Termination of this Agreement for cause may be
13 considered by the AGENCY in determining whether to enter into future agreements
14 with CONSULTANT.

15 9.4 Cumulative Remedies. The rights and remedies of the parties
16 provided in this Section are in addition to any other rights and remedies provided by
17 law or under this Agreement.

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

21 11. DESIGNATED REPRESENTATIVES: The following individuals are
22 designated as representatives of the AGENCY and CONSULTANT respectively to act
23 as liaison between the parties:

- 24 //
- 25 //
- 26 //
- 27 //
- 28 //

1 AGENCY

CONSULTANT

2 Gloria Perez
3 Regional Manager
4 Redevelopment Agency
5 for the County of Riverside
6 3403 10th Street, Suite 500
7 Riverside, CA 92501
8 Phone: (951) 955-9056
9 Fax: (951) 955-6686

Lawrence E. Strahm
Project Manager
Inland Foundation Engineering
1310 South Santa Fe Avenue
San Jacinto, CA 92583
Phone: (951) 654-1555
Fax: (951) 654-0551

10 Any change in designated representatives shall be promptly reported to the
11 other party in order to ensure proper coordination

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

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

23 14. ALTERATION: No alteration or variation of the terms of this Agreement
24 shall be valid unless made in writing and signed by the parties hereto, and no oral
25 understanding or agreement not incorporated herein shall be binding on any of the
26 parties hereto.

27 15. LICENSE AND CERTIFICATION: CONSULTANT verifies upon
28 execution of this Agreement, possession of a current and valid license in compliance
with any local, State, and Federal laws and regulations relative to the scope of services
to be performed under Exhibit A, and that services(s) will be performed by properly
trained and licensed staff.

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

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

10 18. JURISDICTION, VENUE, ATTORNEY'S FEES: This Agreement is to be
11 construed under the laws of the State of California. The parties agree to the jurisdiction
12 and venue of the appropriate courts in the County of Riverside, State of California.
13 Should action be brought to enforce or interpret the provisions of the Agreement, the
14 prevailing party shall be entitled to attorney's fees in addition to whatever other relief is
15 granted.

16 19. WAIVER: Any waiver by AGENCY of any breach of any one or more of
17 the terms of this Agreement shall not be construed to be a waiver of any subsequent or
18 other breach of the same or of any other term thereof. Failure on the part of the
19 AGENCY to require exact, full and complete compliance with any terms of this
20 Agreement shall not be construed as in any manner changing the terms hereof, or
21 estopping AGENCY from enforcement hereof.

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

25 21. ENTIRE AGREEMENT: This Agreement is intended by the Parties
26 hereto as a final expression of their understanding with respect to the subject matter
27 hereof, and all prior or contemporaneous agreements of any kind or nature relating to
28 the same shall be deemed to be merged herein. Any modifications to the terms of this

1 Agreement must be in writing and signed by the parties herein.

2 22. NOTICES: All correspondence and notices required or contemplated by
3 this Agreement shall be delivered to the respective parties at the addresses set forth
4 below and are deemed submitted one (1) day after their deposit in the United States
5 Mail, postage prepaid:

6
7 Redevelopment Agency for the
8 County of Riverside
9 3403 10th Street, Suite 500
Riverside, CA 92501
Attn: Bob Lucas

CONSULTANT:
Inland Foundation Engineering, Inc
1310 South Santa Fe Avenue
San Jacinto, CA 92583
Attn: Lawrence Strahm

10
11 IN WITNESS WHEREOF, the parties hereto have caused their duly representatives to
12 execute this Agreement.

13 Agency:

Consultant:

14 By Marion Ashley
15 Marion Ashley

By _____
Lawrence E. Strahm

16 Title: Chairman, Board of Directors

Title: Managing Principal

17 ATTEST:

18 KECIA HARPER-JHEM, Clerk

19 By [Signature]
20 DEPUTY

21 WHEN DOCUMENT IS FULLY EXECUTED RETURN
22 CLERK'S COPY
23 to Riverside County Clerk of the Board, Stop 1010
24 Post Office Box 1147, Riverside, Ca 92502-1147
25 Thank you.

26 FORM APPROVED COUNTY COUNSEL
27 BY: [Signature] 4/8/10 DATE
28 MARSHAL VICTOR

S:\RDACOM\DIS2\Pedley\Northwest Animal Shelter\3.0 Consultant Agreements & Contracts\Consulting Services for Inland
Foundation-RDA.doc

Shared\Draft\Agreement-Template-007.doc

INLAND FOUNDATION ENGINEERING, INC.
Consulting Geotechnical Engineers
 1310 South Santa Fe Avenue
 San Jacinto, California 92583-4638
 (951) 654-1555
 FAX (951) 654-0551

Revised March 26, 2010

Attention: Robert Lucas
Riverside County Economic Development Agency
 P.O. Box 1180
 Riverside, California 92502

Re: Final Revised Proposal for Geotechnical Testing and Inspection Services, Riverside
 Animal Shelter, 6851 Van Buren Boulevard, Riverside, California

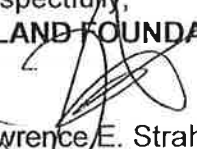
Dear Mr. Lucas:

On December 3, 2009, we submitted a revised proposal for continued Geotechnical Testing and Inspection for the referenced project. The proposal included a table of estimated fees based upon job progress projections provided by STK Architecture, Inc. Since the project is now complete we have updated the table with the actual additional fees. This table may be used in lieu of the table presented on the December 3, 2009.

PROJECT TASK	FEE
Accrued Hours for Compaction Testing/Observations - (including overtime for Field Technician, night shifts and Sunday shifts plus travel time/mileage costs).	90,209.56
Accrued Hours for Materials Testing and Inspection: For all ICC/AWS Special Inspectors and Materials Testing (including overtime Special Inspection and Compressive Strength Testing and Masonry Testing Block & Prisms).	115,790.51
Soil Laboratory Testing Completion Cost	2,377.00
Accrued Hours Project Engineering: For Project Engineer and Reporting Cost	4,422.50
Additional Project Costs – Geotechnical Testing and Inspection Services	\$212,799.57

We appreciate being of service to you on this project. If you have any questions, please contact our office.

Respectfully,
INLAND FOUNDATION ENGINEERING, INC.


 Lawrence E. Strahm, P.E.
 R.C.E. 26409/G.E. 959

LES:es
 Distribution: Addressee (1)

1 **II. SCOPE OF WORK:** The Architect shall perform all services and other
2 activities necessary to design and prepare construction documents ready to advertise
3 and receive bids for the project in accordance with the terms of this Agreement, and
4 the First and Second Amendment hereto, and as outlined in the attached Exhibit "A" to
5 the Agreement, Attachment A-1 to the First Amendment, and as set forth in Attachment
6 A-2 to this Second Amendment, attached hereto and by this reference made a part
7 hereof unless the work is altered by written amendment(s). All applicable
8 indemnification provisions in the Agreement shall remain in effect throughout the term
9 of the Agreement and any Amendments thereof.

10 **B. Section IV ARCHITECT'S COMPENSATION, subsection A.1 –**
11 **DETERMINATION OF AMOUNT** is hereby amended in its entirety to read as follows:

12 **A.1 DETERMINATION OF AMOUNT:** The AGENCY shall pay the Architect for
13 services performed and expenses incurred in accordance with the terms of this
14 Agreement. Architect shall be paid an amount not to exceed \$1,792,693.54 and shall
15 be paid as provided in paragraph IV.C. Payment.

16 **C. Section XI.A Time of Performance of the Agreement** is hereby amended to
17 include the following:

18 **XI.A. TIME OF PERFORMANCE.** The Consultant agrees that it will diligently
19 and responsibly pursue the performance of the services required of it by the original
20 Agreement and all subsequent amendments and will deliver the work project by April
21 30, 2010

22 **EXCEPT AS MODIFIED HEREIN,** all other terms and conditions of the
23 Agreement shall remain the same and in full force and effect.

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1 **IN WITNESS WHEREOF**, the CONSULTANT and the AGENCY have executed
2 this AMENDMENT as of the date first above written.

3 **REDEVELOPMENT AGENCY FOR**
4 **THE COUNTY OF RIVERSIDE**

STK ARCHITECTS, INC.

6 By: Marion Ashley
7 Marion Ashley

By: _____
G.V. Salts, Owner

8 Chairman, Board of Directors
9

10
11
12 APPROVED AS TO FORM:

13
14 BY Marsha L. Victor 4/8/10
15 Marsha L. Victor
16 Deputy County Counsel
17

18
19
20 ATTEST:

21
22 BY Kecia Harper-Ihem deputy
23 Clerk of the Board
24

25 **KECIA HARPER-IHEM**

26 S:\RDACOM\DIS2\Pedley\AnimalShelter\form 11\STK Amendment #2.doc
27
28



March 17, 2010

Bob Lucas, Project Manager
Riverside County Economic Development Agency
Riverside Centre
3403 10th Street, Suite 500
Riverside, CA 92501

RE: Summary of Additional Services required for Western Riverside County/City Animal Shelter

Dear Bob,

Below please find a summary of all the additional approved services required that were somehow not included in Amendment #1.

1. Civil Engineering Services \$20,900: Additional design drawings for street improvements on the east side of Van Buren not originally included in our scope of work. This additional work was requested by the Transportation Department to better integrate our projects' street improvements with the new bridge project. This work was approved by Pam Baird on 9/28/07. This added cost was not included in Amendment #1 as STK was under the impression that EDA had properly accounted for the additional funds required. (please see attached back-up labeled "A")
2. Civil Engineering Services \$8,050: This work was required due to a design change that occurred with the bridge engineering. This change caused the civil engineer to revise already completed drawings. This additional work was approved by EDA and Transportation on 5/16/08. (please see attached back-up labeled "B")
3. Utility Coordination \$1,610: This service was originally included in our scope of work as an Hourly Fee. Due to the difficult nature of plans processing and approvals of JCSD, STK incurred the small overage.
4. Structural Engineering / Roof Pavers \$2,300: Additional structural engineering to verify additional load being placed on roof for concrete roof pavers. (please see attached back-up labeled "C")

5. Standby Generator \$12,880: It was decided at one point that EDA would explore the possibility of installing an emergency generator. The original scope of work did not include the design for this equipment. The fee proposal was originally \$18,400. Since this work was never completed this account was closed at \$12,800. (please see attached back-up labeled "D")
6. Reimbursable Expenses \$14,038.26: These reimbursable expenses were expended prior to the issuance of Amendment #1. The original fee proposal included a budget for reimbursable expenses. This amount is the amount of the overage.
7. Construction Materials Testing and Inspections \$38,509.59: Additional deputy inspections were requested by the projects Inspector of Record resulting in this overage in STK's budget for this service. (please see attached back-up labeled "E")

In addition to the above additional services, there are budgeted services that were included in the original contract that have not been fully utilized. The following are credits that are available to EDA that are no longer required for this project.

Unused Balance:

Environmental Study	(\$3,450.00)
Interior Design	(\$6,168.30)
Acoustical Engineering	(\$1,035.00)
Reimbursable Expenses (from Amendment #1)	(\$3,000.00)

The total amount of additional services (#1-7 above) \$98,287.84.

Total amount required to complete project \$84,634.54

If you have any questions please do not hesitate to contact me.

Sincerely,



Tony Finaldi, Architect, LEED® AP
Senior Associate
STK Architecture, Inc.

