

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

223



FROM: Economic Development Agency

SUBMITTAL DATE:
June 16, 2011

SUBJECT: Perris Valley Aquatic Center Design-Build Contract Award

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt a Mitigated Negative Declaration and Mitigation Monitoring Program for the Environmental Assessment No. ED1508500610 based on the findings incorporated in the Initial Study and the conclusion that the project will not have a significant impact on the environment;
2. Approve Addenda 1 thru 4 issued during the bid period;
3. Approve and authorize the Chairman to execute the attached Construction Management agreement with GKK Works in the amount of \$922,870;

(Continued)

Robert Field

Robert Field
Assistant County Executive Officer/EDA

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

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: I-215 Corridor Redevelopment Capital Improvement Funds – Romoland Sub-Area	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Elizabeth J. Olson*
Elizabeth J. Olson

County Executive Office Signature

FURMI APPROVED COUNTY COUNSEL
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong* 6/23/11
 DATE: 6/23/11
 DEPARTMENT: SAMUEL WONG
 BY: *Marshall Victor*
 MARSHALL VICTOR

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

MINUTES OF THE BOARD OF SUPERVISORS

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

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

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

Prev. Agn. Ref.: 5/3/11 4.2; 5/3/11 9.8 District: 3/5 Agenda No: **3.113**

RECOMMENDED MOTION (Continued):

4. Approve and authorize the Chairman to execute the attached Geotechnical and Special Inspections agreement with CTE, Inc. in the amount of \$175,000;
5. Approve and authorize the Chairman to execute the attached Labor Compliance agreement with Alliant Consulting, Inc. in the amount of \$37,620;
6. Approve and authorize the Chairman to execute the attached design-build agreement with T. B. Penick & Sons, Inc. for design and construction in the amount of \$22,292,879; and
7. Approve the project budget of \$25,000,000.

BACKGROUND:

The Riverside County Economic Development Agency (EDA) is proposing to develop an aquatic project located in Perris next to the Perris Valley Big League Dreams Facility and based on the existing Jurupa Valley Aquatic Center. This LEED-certified Project (Leadership in Environmental Efficiency and Design) would consist of an approximately 11,000 square foot administration and operations building, 220 parking spaces, 50 meter by 35 meter competition pool, lazy flow river, wave rider, children's water playground area, and three water slides with a recreational pool.

Tubular steel fencing or something similar will surround the facility. The facility will include grass areas for seating, stadium seating, lighting, concession stand/fast food franchise, multiple picnic areas with permanent shade structures and all necessary, related improvements. Sidewalk, curb and gutter will be installed on Trumble Road and Sherman Road to Vista Road. It will provide the residents of Romoland an opportunity for recreational activities that are essential to the redevelopment of the Project Area. The Project will assist in the elimination of economic blighting conditions within the I-215 Corridor Project Area by creating a large number of full-time jobs and fostering the economic development of the surrounding community of Romoland and the Cities of Perris and Menifee

On March 29, 2011, the Board of Supervisors consented to the use of Redevelopment funds for the Perris Valley Aquatic Center and made the appropriate findings. Also on that day, the Board of Directors for the Redevelopment Agency for the County of Riverside (RDA) approved the use of those Redevelopment funds for the design and construction of the proposed Perris Valley Aquatic Center Project. Concurrent with that request, the Board of Supervisors held a public hearing pursuant to Health and Safety Code Section 33679 to consent to the use of tax increment financing for the project.

Redevelopment tax increment funds will be used for the project designed and constructed by the Economic Development Agency (EDA) as prescribed in the Cooperative Agreement between the EDA and the RDA approved by the Board of Directors on May 3, 2011. The project budget includes allowances totaling \$450,000; \$150,000 for unforeseen off site development issues, \$150,000 for unforeseen environmental issues, and \$150,000 for unknown soil conditions. These will be included in the design-build contract.

(Continued)

BACKGROUND: (Continued)

Staff prepared an Initial Study to assess the potential environmental effects of the project. The Initial Study indicated all issues of environmental concern can be adequately mitigated to a level of published in the Press Enterprise newspaper in accordance with State CEQA Guidelines. A summary report for the project was prepared and available for review and noticed in the Press Enterprise as required by Health and Safety Code 33679.

On June 13, 2011, the Agency selected T. B. Penick & Sons, Inc. as the design-build team for the Perris Valley Aquatic Center Project. It is recommended that the Board approve the recommended motions and adopt the project budget as follows:

Project Budget:

Construction & Design	\$22,292,879
MSHCP Fees	\$ 50,000
Utility Fees/Miscellaneous	\$ 150,000
Construction Management	\$ 922,870
Labor Compliance	\$ 37,620
Inspections	\$ 240,000
FF&E	\$ 100,000
Contingency	\$ 1,006,631
Project Management	\$ 200,000
Total	\$25,000,000

ATTACHMENTS:

1. Construction management agreement with GKK Works
2. Geotechnical & inspections agreement with CTE, Inc.
3. Labor compliance agreement with Alliant Consulting, Inc.
4. Design-build agreement with T.B. Penick & Sons, Inc.
5. Final initial study – Perris Valley Aquatic Center; and
6. Notice of Determination



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

3/11/11
Date

kb
Initial

Notice of Determination

To:

Office of Planning and Research:

For U.S Mail: P.O. Box 3044
Sacramento, CA 95812-3044
Street Address: 1400 Tenth Street
Sacramento, CA 95814

From:

Public Agency: Redevelopment Agency for the County of Riverside

Address: 3043 10th Street, 4th Floor
Riverside, CA 92501
Contact: Claudia Steiding
Phone: (951) 955-8174

County Clerk:

County of: Riverside
Address: 2724 Gateway Drive
P.O. Box 751
Riverside, CA 92502-0751

Lead Agency:

Address:
Contact:
Phone:

SUBJECT: Filing of Notice of Determination in Compliance with Section 21108 or 21152 of the Public Resources Code

State Clearinghouse Number: 2011041046

Project Title: Perris Valley Aquatic Center (ED 1508500612)

Project Location: The site is generally located east of Interstate 215 and north of State Highway 74 in the City of Perris. Specifically, the project will be sited on the western 12 acres of the 22-acre APN 327-190-029, which is located on the southeast corner of Trumble Road and Vista Road. The Project is located within Township 5 South, Range 3 West, Section 3, San Bernardino Baseline and Meridian, and is identified on the Perris, California 7.5-minute series USGS Topographic Quadrangle map.

Project Description: The Redevelopment Agency for the County of Riverside proposes to construct and operate the Perris Valley Aquatic Center (PVAC). The project consists of an administration and operations building, up to 250 parking spaces, a 50-meter competition pool with stadium seating, lighting, lazy flow river, wave rider, children's water playground area, and water slides with a recreational pool. The facility will include turf areas for seating, concession/food stand, multiple picnic areas with permanent shade structures and all necessary, related improvements.

The project is expected to utilize approximately 30.7 acre feet of water annually. The PVAC facility will be LEED-certified, and will comply with the County's Sustainable Building Policy (H-29).

Access to the site will be provided via Trumble Road. Sidewalk, curb and gutter will be installed on Trumble Road to Vista Road and along Vista Road the length of the project site. Water and sewer will be connected to the existing sewer line below Trumble Road.


The aquatic center will be open from 10 a.m. to 5 p.m. from May to September, and will be utilized by the local schools during the off season for practice and swim competitions. The PVAC will be a County-owned facility operated by Riverside County Parks and Open Space District (Parks).

This is to advise that the Lead agency, **Redevelopment Agency for the County of Riverside Board of Directors**, approved the above project on **June 28, 2011** and has made the following determinations regarding the above described project:

1. The project will not have a significant effect on the environment.
2. A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures were made a condition of the approval of the project.
4. A Mitigation Monitoring & Reporting Program was adopted for this project.
5. A Statement of Overriding Considerations was not adopted for this project.
6. Findings were made pursuant to the provisions of CEQA.

This is to certify that the Perris Valley Aquatic Center (ED 1508500612) Final MND with comments and responses and record of project approval is available to the General Public at:

Redevelopment Agency for the County of Riverside
3043 10th Street, 5th Floor
Riverside, CA 92501

Signature (Public Agency): 
Title: Board Assistant
Date: JUN 28 2011

Date received for filing at OPR: _____

1 **CONSULTING SERVICES AGREEMENT**
2 **FOR GEOTECHNICAL & INSPECTION SERVICES FOR THE**
3 **PERRIS VALLEY AQUATIC CENTER PROJECT**
4 **BY AND BETWEEN THE**
5 **THE COUNTY OF RIVERSIDE**
6 **AND CONSTRUCTION TESTING & ENGINEERING, INC.**

7 This Agreement is made and entered into this 28th day of June, 2011, by
8 and between the COUNTY OF RIVERSIDE, on behalf of the Economic Development
9 Agency (EDA), a political subdivision of the State of California, herein referred to as
10 ("COUNTY"), and CONSTRUCTION TESTING & ENGINEERING, INC., duly licensed
11 as an Architect and/or Architectural Professional Corporation under the laws of the
12 State of California, herein referred to as ("CONSULTANT").

13 **WHEREAS**, the current proposed site for the PERRIS VALLEY AQUATIC
14 CENTER will provide essential and necessary recreational services for the growing
15 community of Romoland, City of Perris, and City of Menifee;

16 **WHEREAS**, COUNTY staff issued a Request for Qualifications (RFQ) for
17 geotechnical and material testing services and received ten (10) responses from
18 geotechnical firms;

19 **WHEREAS**, COUNTY staff have reviewed all proposals submitted and have
20 chosen CONSTRUCTION TESTING & ENGINEERING, INC to provide services based
21 on their established qualifications and fee schedule through a request for proposals;

22 **WHEREAS**, the CONSULTANT has experience with similar projects both in size
23 and scope;

24 **WHEREAS**, the proposed services of this agreement include soils testing
25 services, as-needed inspection services, attendance in meetings, and materials testing
26 to assist the COUNTY with development and construction of the PERRIS VALLEY
27 AQUATIC CENTER PROJECT (hereinafter referred to as "PROJECT"); and

28 **WHEREAS**, CONSULTANT has agreed to provide such services to COUNTY;
and

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

2011 2EB - J. V. 10: P
To Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

JUN 28 2011 3.113

2011-9-109301

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

3 1. DESCRIPTION OF SERVICES: CONSULTANT shall provide all
4 equipment, facilities, transportation, labor, materials, and services for as-needed soils
5 engineering, materials testing, laboratory testing and sampling, including an NDT (non-
6 destructive testing), and any special Inspections necessary required by the jurisdiction
7 necessary to complete the PROJECT based on fees, described in Exhibit "A", attached
8 hereto and incorporated herein. CONSULTANT shall not be responsible for the
9 adequacy or accuracy of any part of the PROJECT design, but shall be responsible for
10 monitoring, administering, coordinating, any geotechnical surveying & reporting, field
11 inspections, materials testing, and report preparation for the PROJECT in accordance
12 with the California Building Code; PROJECT manuals, construction plans and
13 specifications; and as required by the County of Riverside and other governmental
14 agencies, laws and regulations.

15 1.1 Construction description and activities include, but are not limited to
16 the following: approximately 11,000-square-foot administration and operations building,
17 220 parking spaces, 50 meter by 35 meter competition pool, lazy flow river, wave rider,
18 children's water playground area, and three water slides with a recreational pool.
19 Tubular steel fencing or something will surround the facility. The facility will include
20 grass areas for seating, stadium seating, lighting, concession stand/fast food franchise,
21 multiple picnic areas with permanent shade structures and all necessary, related
22 improvements. Sidewalk, curb and gutter will be installed on Trumble Road and
23 Sherman Road to Vista Road.

24 1.2 CONSULTANT represents and maintains that it is skilled in the
25 professional calling necessary to perform all services, duties and obligations required by
26 this Agreement to fully and adequately complete the PROJECT. CONSULTANT shall
27 perform the services and duties in conformance to and consistent with the standards
28 generally recognized as being employed by professionals in the same discipline in the

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

5 2. PERIOD OF PERFORMANCE: CONSULTANT shall commence
6 performance upon issuance of a Notice to Proceed letter from COUNTY, and complete
7 performance throughout the established construction schedule of 530 working days,
8 Monday through Friday, approximately eight hours per day, for a total of 1,591 hours
9 and will be paid based on the fee schedule, as described in Exhibit "A". CONSULTANT
10 will diligently and responsibly pursue the performance of the services required of it by
11 this Agreement through completion (construction activities and construction schedule)
12 unless the work is altered by written amendment(s) pursuant to Section 14, or
13 terminated as specified in Section 9. All applicable indemnification provisions in this
14 Agreement shall remain in effect following the termination of this Agreement.

15 3. COMPENSATION: The COUNTY shall pay the Consultant for services
16 performed and expenses incurred as follows:

17 3.1 The COUNTY shall pay the CONSULTANT on an hourly basis for
18 time and material expenses, in accordance with the terms of this Agreement and Period
19 of Performance, for an amount not to exceed One Hundred Seventy Five Thousand
20 (\$175,000) dollars. This includes fees for soils engineering, materials testing and
21 inspection services. CONSULTANT agrees to conduct the as-needed service based on
22 the fee schedule, described in Exhibit "A". CONSULTANT shall submit monthly invoices
23 to the COUNTY for progress payments based on work completed to date. The
24 PROJECT is a public works project and therefore subject to prevailing wage
25 requirements.

26 3.2 Said compensation shall be paid in accordance with an invoice
27 submitted to COUNTY by CONSULTANT within fifteen (15) days from the last day of
28 each calendar month, and COUNTY shall pay the invoice within thirty (30) working days

1 from the date of receipt of the invoice. Payment requests shall be submitted on a
2 monthly basis utilizing a format acceptable to the COUNTY. Each invoice shall include
3 the number of hours expended by CONSULTANT'S staff as well as all hours expended
4 by sub-CONSULTANT'S staff for Materials Testing & Special Inspections. Invoices shall
5 also include a status report that includes the percentage of work completed.

6 3.3 Certain classifications of labor under this contract may be subject to
7 prevailing wage requirements, in particular, land survey work in connection with or in
8 furtherance of a planned construction contract.

9 a) Reference is made to Chapter 1, Part 7, Division 2 of the California
10 Labor Code (commencing with Section 1720). By this reference, said
11 Chapter 1 is incorporated herein with like effect as if it were here set
12 forth. The parties recognize that said Chapter 1 deals, among other
13 things, with discrimination, penalties and forfeitures, their disposition
14 and enforcement, wages, working hours, and securing workers'
15 compensation insurance, and directly affect the method of prosecution
16 of the work by CONSULTANT and subject it under certain conditions to
17 penalties and forfeitures. Execution of this Agreement constitutes the
18 agreement by CONSULTANT to abide by said Chapter 1, its stipulation
19 as to all matters which they are required to stipulate as to by the
20 provisions of said Chapter 1 and will comply with them.

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

1 upon request at COUNTY's principal office.

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

14 5. INDEMNIFICATION: CONSULTANT shall indemnify and hold harmless
15 the County of Riverside, its Agencies, Districts, Special Districts and Departments, their
16 respective directors, officers, Board of Supervisors, elected and appointed officials,
17 employees, agents and representatives (individually and collectively hereinafter
18 referred to as Indemnitees) from any liability whatsoever, based or asserted upon any
19 services of CONSULTANT, its officers, employees, subcontractors, agents or
20 representatives arising out of or in any way relating to this Agreement, including but not
21 limited to property damage, bodily injury, or death or any other element of any kind or
22 nature whatsoever arising from the performance of CONSULTANT, its officers,
23 employees, subcontractors, agents or representatives Indemnitors from this Agreement.
24 CONSULTANT shall defend, at its sole expense, all costs and fees including, but not
25 limited, to attorney fees, cost of investigation, defense and settlements or awards, the
26 Indemnitees in any claim or action based upon such alleged acts or omissions.
27 With respect to any action or claim subject to indemnification herein by CONSULTANT,
28

1 CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice
2 and shall have the right to adjust, settle, or compromise any such action or claim without
3 the prior consent of COUNTY; provided, however, that any such adjustment, settlement
4 or compromise in no manner whatsoever limits or circumscribes CONSULTANT'S
5 indemnification to Indemnitees as set forth herein. CONSULTANT'S obligation
6 hereunder shall be satisfied when CONSULTANT has provided to COUNTY the
7 appropriate form of dismissal relieving COUNTY from any liability for the action or claim
8 involved. The specified insurance limits required in this Agreement shall in no way limit
9 or circumscribe CONSULTANT'S obligations to indemnify and hold harmless the
10 Indemnitees herein from third party claims. In the event there is conflict between this
11 clause and California Civil Code Section 2782; this clause shall be interpreted to comply
12 with Civil Code 2782. Such interpretation shall not relieve the CONSULTANT from
13 indemnifying the Indemnitees to the fullest extent allowed by law.

14
15 6. INSURANCE: Without limiting CONSULTANT'S indemnification,
16 CONSULTANT shall maintain in force at all times during the performance of this
17 Agreement, insurance policies evidencing coverage during the entire term of the
18 Agreement as follows:

19 6.1 Workers' Compensation: If CONSULTANT has employees as
20 defined by the State of California, CONSULTANT shall maintain Workers'
21 Compensation Insurance (Coverage A) as prescribed by the laws of the State of
22 California. Policy shall include Employers' Liability (Coverage B) including Occupational
23 Disease with limits not less than \$1,000,000 per person per accident. Policy shall be
24 endorsed to waive subrogation in favor of the County of Riverside; and, if applicable, to
25 provide a Borrowed Servant/Alternate Employer Endorsement.

26 6.2 Commercial General Liability: Commercial General Liability
27 insurance coverage, including but not limited to, premises liability, contractual liability,
28 completed operations, personal and advertising injury covering claims which may arise

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

8 6.3 Vehicle Liability: If CONSULTANT'S vehicles or mobile equipment
9 are used in the performance of the obligations under this Agreement, CONSULTANT
10 shall maintain liability insurance for all owned, non-owned or hired vehicles in an
11 amount not less than \$1,000,000 per occurrence combined single limit. If such
12 insurance contains a general aggregate limit, it shall apply separately to this agreement
13 or be no less than two (2) times the occurrence limit.

14 6.4 Professional Liability: CONSULTANT shall maintain Professional
15 Liability Insurance providing coverage for performance of work included within this
16 Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and
17 \$1,000,000 annual aggregate. If CONSULTANT'S Professional Liability Insurance is
18 written on a claims made basis rather than an occurrence basis, such insurance shall
19 continue through the term of this Agreement. Upon termination of this Agreement or the
20 expiration or cancellation of the claims made insurance policy CONSULTANT shall
21 purchase at his sole expense either 1) an Extended Reporting Endorsement (also
22 known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a
23 retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3)
24 demonstrate through Certificates of Insurance that CONSULTANT has maintained
25 continuous coverage with the same or original insurer. Coverage provided under items;
26 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this
27 Agreement.

1 6.5 General Insurance Provisions - All lines:

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

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

18 c. The CONSULTANT shall cause their insurance carrier(s) to
19 furnish the COUNTY with 1) a properly executed original Certificate(s) of Insurance and
20 certified original copies of Endorsements effecting coverage as required herein; or, 2) if
21 requested to do so orally or in writing by the COUNTY Risk Manager, provide original
22 Certified copies of policies including all Endorsements and all attachments thereto,
23 showing such insurance is in full force and effect. Further, said Certificate(s) and
24 policies of insurance shall contain the covenant of the insurance carrier(s) shall provide
25 no less than thirty (30) days written notice be given to the COUNTY prior to any material
26 modification or cancellation of such insurance. In the event of a material modification or
27 cancellation of coverage, this Agreement shall terminate forthwith, unless the COUNTY
28 receives, prior to such effective date, another properly executed original Certificate of

1 Insurance and original copies of endorsements or certified original policies, including all
2 endorsements and attachments thereto evidencing coverage's and the insurance
3 required herein is in full force and effect. Individual(s) authorized by the insurance
4 carrier to do so on its behalf shall sign the original endorsements for each policy and the
5 Certificate of Insurance.

6 d. It is understood and agreed by the parties hereto and the
7 CONSULTANT'S insurance company(s), that the Certificate(s) of Insurance and policies
8 shall so covenant and shall be construed as primary insurance, and the COUNTY's
9 insurance and/or deductibles and/or self-insured retentions or self-insured programs
10 shall not be construed as contributory.

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

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

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

26 8. AUTHORITY OF CONSULTANT: CONSULTANT and its agents,
27 servants, employees and subcontractors shall act at all times in an independent
28 capacity during the term of this agreement, and shall not act as, and shall not be, nor

1 shall they in any manner be construed to be, agents, officers or employees of COUNTY
2 and further, CONSULTANT, its agents, servants, employees and subcontractors, shall
3 not in any manner incur or have the power to incur any debt, obligation, or liability
4 against the COUNTY.

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

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

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

25 9.3 Effect of Termination For Cause. If the termination is due to the
26 failure of CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT
27 shall be compensated for those services which have been completed and accepted by
28 the COUNTY. In such case, the COUNTY may take over the work and prosecute the

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

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

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

23 11. DESIGNATED REPRESENTATIVES: The following individuals are
24 designated as representatives of the COUNTY and CONSULTANT respectively to act
25 as liaison between the parties:
26
27
28

1 **COUNTY**

CONSULTANT

2 Gabriel Martin
3 Project Manager
4 The County of Riverside
5 3403 10th Street, Suite 400
6 Riverside, CA 92501
7 Phone: (951) 955-8916
8 Fax: (951) 955-6686

Tiffany Hilborn
Business Development
CTE, Inc.
14538 Meridian Parkway, Suite A
Riverside, CA 92562
Phone: (951) 552-5732
Fax: (951) 571-4088

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

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

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

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

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

16. CONFIDENTIALITY: CONSULTANT shall observe all Federal, State and

1 COUNTY regulations concerning confidentiality of records. CONSULTANT shall refer
2 all requests for information to COUNTY.

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

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

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

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

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

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

4 Mail, postage prepaid:

5 **County of Riverside**
6 3403 Tenth Street, Suite 500
7 Riverside, CA 92501
8 Attn: Gabriel Martin

CTE, Inc.
14538 Meridian Parkway, Suite A
Riverside, CA 92562
Attn: Tiffany Hilborn

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

3
4 **COUNTY OF RIVERSIDE**

CTE, INC.

5
6 Bob Buster
7 **BOB BUSTER**
8 **Chairman, Board of Directors**

THOMAS

9 Tom Gaeto
10 **TOMAS GAETO**
11 **President**

12
13 **APPROVED AS TO FORM:**

14 **PAMELA WALLS**
15 **County Counsel**

16
17 WHEN DOCUMENT IS FULLY EXECUTED RETURN
18 **CLERK'S COPY**
19 to Riverside County Clerk of the Board, Stop 1010
20 Post Office Box 1147, Riverside, Ca 92502-1147
21 Thank you.

22 By Tom Gaeto 6/21/11
23 Deputy

24 **ATTEST:**

25 **KECIA HARPER-IHEM**
26 **CLERK OF THE BOARD**

27 By Kecia Harper-Ihem
28 Deputy

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Contact Information:
 Tiffany Hilbom - 951.552.5732
 tiffnay@cte-inc.net
 Vince Patula - 951.571.4081
 vince@cte-inc.net
 Fax - 951.571.4188

Fee Schedule

Exhibit "A"

June 2011

Materials Testing and Inspection Services:

Service	Rate/Unit
Reinforced Concrete Inspection	\$70 Hourly
ACI Concrete Technician	\$70 Hourly
PT Concrete Stressing Inspection	\$70 Hourly
Concrete Batch Plant Inspection	\$70 Hourly
Reinforced Masonry Inspection	\$70 Hourly
Field Weld/Bolting Inspection:	\$70 Hourly
Epoxy Bolt/Dowel Inspection:	\$70 Hourly
Shear Stud Installation Inspection:	\$70 Hourly
Registered Special Inspector - Field Welding	\$70 Hourly
Registered Special Inspector - Shop Welding	\$70 Hourly
Non-Destructive Testing Inspector - Field	\$75 Hourly
Non-Destructive Testing Inspector - Shop	\$75 Hourly
Registered Special Inspector - Welding Hand Rail	\$70 Hourly
Registered Special Inspector - Welding Stair Rail	\$70 Hourly
Shotcrete Inspection	\$70 Hourly
Fireproofing Inspection	\$70 Hourly
Shot-Pins Pull Out Testing:	\$70 Hourly
Ceiling Wire Hangar Pull Tests:	\$70 Hourly
Concrete Mix Design Review	\$190 Each
Sodium Sulfate Tests	\$70 Each
Reactivity Tests	\$150 Each
Base plate Grout Compression Testing	\$18 Each
Base plate Grout Inspection	\$70 Each
Grout Mix Design Review	\$190 Each
Concrete Compression Tests	\$18 Each
Masonry Unit Conformance	Quote Each
Masonry Composite Prism Tests - 8"x 8"x 16"	\$95 Each
Masonry Coring - 1 Man Crew	\$100 Hourly
Masonry Core Compression Tests	\$30 Each
Masonry Shear Tests	\$60 Each
Mortar Compression Tests	\$18 Each
Grout Compression Tests	\$18 Each
Fireproofing Density Test	\$20 Each
Fireproofing Adhesion/Cohesion Test	\$68 Each
Sample & Tag Rebar	\$70 Hourly
Rebar Bend Test - # 11 Bar and Under	\$35 Each
Rebar Tensile Test - # 11 Bar and Under	\$30 Each
Sample Pickup	\$30 Each
Letter of Affidavit	\$150 Each

Geotechnical Testing Services:

Service	Rate/ Unit
Soils Technician (Compaction Test - Fine Grading, Over-Ex)	\$70 Hourly
Soils Technician (Compaction Test - Trench / Wall Backfill)	\$70 Hourly
Soils Technician (Compaction Test - Pavement SG / Base)	\$70 Hourly
Asphaltic Paving Inspection	\$70 Hourly
Footing Inspection - Engineer / Geologist	\$90 Hourly
Shoring Inspection	\$90 Hourly
Lab Maximum Density Test	\$175 Each
Expansion Index	\$120 Each
"R" Value Testing	\$220 Each
Sieve Analysis	\$30 Each
Compaction Reports	Quote Each
Misc. Engineering Services	\$90 Hourly
Sr. Geologist Services	\$110 Hourly
Sr. Engineer Services	\$110 Hourly

We request that while considering our proposal; please keep in mind that our rates include review and distribution of all reports. **No additional charges for travel, mileage or administrative work will be added.** We don't nickel and dime our clients with miscellaneous charges for things like "Nuclear Gauge rental" CTE is small enough to be flexible to your needs yet large enough to provide quality services in a timely and efficient manner.

One way CTE has developed to save our clients money is to not use the industry billing standard of the 4 and 8 hour blocks of time, but to instead bill our clients for time on site rounding up to the hour, plus one hour. While this may only save an hour here or there the savings does add up over time, thus making the most efficient use of your budget.

GENERAL CONDITIONS:

The above Fee Schedule is based on billing time-on site plus one hour using a five day work week; all overtime will be billed at 1.5 times regular rate.

Same day cancellations or show up time be situations will be subject to the two-hour minimum charge.

Please note that all inspector and technician rates will increase every July 1, commensurate with Local 12 document annual increase.

EXHIBIT A

Design-Build Agreement

DESIGN-BUILD AGREEMENT

For PERRIS VALLEY AQUATIC CENTER PROJECT

DATED: June 20, 2011

COUNTY OF RIVERSIDE
Economic Development Agency
3403 Tenth Street, Suite 500
Riverside, CA 92501

DESIGN-BUILD AGREEMENT

This Design-Build Agreement ("Agreement") is made effective this 20th day of June 2011 ("Agreement Date") by and between the COUNTY OF RIVERSIDE ("County"), and T.B. Penick & Sons, Inc., ("Design-Builder"), a Corporation for the design, management, and construction of the Perris Valley Aquatic Center, located adjacent to Trumble and Vista Roads, Perris, California.

ARTICLE I CONTRACT DOCUMENTS AND INTERPRETATION

1.1 DEFINITIONS

The meanings of all capitalized terms used in the Contract Documents and not otherwise defined herein are contained in the General Conditions. If not defined in the General Conditions, they shall have the meanings assigned to them elsewhere in the Contract Documents. If not defined in the General Conditions or elsewhere, they shall have the meanings reasonably understood to apply to them by the context of the portion of the Contract Documents where such terms are used.

1.2 CONTRACT DOCUMENTS

The "Contract Documents" except for modifications issued after execution of this Agreement, consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference:

1.2.1 This Agreement, including all Exhibits and attachments to the RFP:

- a. **Exhibit A** – Design-Build Agreement
- b. **Exhibit B** – Design-Build General Conditions
- c. **Exhibit C** – Payment & Performance Bonds
- d. **Exhibit D** – Proposal Packet
- e. **Exhibit E** – Fax Acknowledgement
- f. **Exhibit F** – Scope of Work
- g. **Exhibit G** – Architectural Program
- h. **Exhibit H** – Site Adapt Drawings and Specifications
- i. **Exhibit I** – Jurupa Valley Aquatics Center Drawings and Technical Specifications
- j. **Exhibit J** – General Requirements

- k. **Exhibit K** – Survey
- l. **Exhibit L**– Geotechnical Investigation Reports
- m. **Exhibit M** – Civil Design Standards
- n. **Exhibit N**– Utility Information
- o. **Exhibit O**- Revised Price Proposal and Scope of Work

1.2.2 RFP Documents, Design-Builder Proposal, Best and Final Offer. The RFP Documents, the Design-Builder Proposal (if no Best and Final Offers have been submitted) or (if Best and Final Offers have been submitted) the Design-Builder's last submitted Best and Final Offer (including, in the case of a Best and Final Offer that is an amendment to a Design-Builder Proposal, any portion of the Design-Builder's Proposal expressly stated to be a part of the Design Builder's Best and Final Offer); provided, however, that, with the exception of Approved Deviations, the Contract Documents shall not include any portion of the Design-Builder Proposal or a Best and Final Offer that deviates from the Project criteria.

1.2.3 General Conditions

1.2.4 Supplemental and Special Conditions. The following Supplemental and Special Conditions:
Document Title Pages

1.2.5 Final Construction Documents. The Final Construction Drawings to be hereafter prepared by the Design-Builder and its Sub-consultants that are approved by the County in accordance with the terms of the Contract Documents; provided, however, that, in the exception of Approved Deviations, the Contract Documents shall not include any portion of the Design-Builder Proposal or a Best and Final Offer that deviates from the Project criteria.

1.2.6 Addenda. The following Addenda listed below: Number Title Pages
Addenda 1, 2, 3 & 4

1.2.7 Labor Compliance Program. It is in the best interests of the Project for the Design-Builder to avoid labor disputes, strikes, lockouts, work slow-downs, and work stoppages that would result in a delay of the construction progress. The County will establish and enforce a labor compliance program as required by Public Contract Code section 20133(b)(3). The Design-Builder shall cooperate with the County in the establishment and enforcement of the labor compliance program. The Design-Builder shall provide the County with all documentation required by the County to establish and enforce the labor compliance program.

1.2.8 Project Safety Program

1.3 REFERENCE DOCUMENTS

The following Reference Documents are not considered Contract Documents and were provided to the Design-Builder for informational purposes. Design-Builder may rely upon the technical data contained in such documents but not upon nontechnical data, interpretations, opinions or provisional statements contained therein:

1.3.1 None

1.4 ENTIRE AGREEMENT

The Contract Documents represent the entire and integrated agreement between County and Design-Builder, all other representations or statements, whether verbal or written, are merged herein. The Design-Build Contract may be amended only by written modification.

ARTICLE II THE WORK

2.1 SCOPE OF WORK

2.1.1 Contractor shall provide, furnish, and perform all necessary planning, architectural, engineering, and all other design services of any type, procurement, permitting and support services, construction, landscaping, clean-up, and all other construction services of any type, provide and furnish all necessary supplies, materials and equipment (except those to be provided by County, if any) and all necessary supervision, labor, and services required for the complete engineering, design, procurement, quality assurance, construction and all necessary installation, start-up and testing required for a complete, operational, and fully functional Project, as further described in Contractor's Best and Final Proposal (hereinafter, the all-inclusive obligations of the Contractor set forth in this sentence shall be referred to as the "Work"). Except with regard to any material to be provided and/or installed by County, Contractor shall fully commission and turn over a complete operational, and fully functional Project to County. Without limiting the generality of this Section, Contractor shall provide the following work and services:

2.1.2 Contractor shall prepare complete designs, engineering, working drawings, shop drawings and generate drawings and/or engineering analysis setting forth in detail the specifications and requirements for the purchasing and procurement of the services, materials and equipment and for the construction of the complete, operational, and fully functional Project, and shall furnish the services of all necessary supervisors, engineers, designers, draftsmen, and other personnel necessary for preparation of those drawings and specifications required for the Work, including the pertinent information for natural gas, water supply, and any other utilities, as required.

2.1.3 Contractor shall provide, install and complete as specified and pay for all labor, materials and equipment, tools, supplies, construction equipment and machinery, construction, start-up and testing, utilities, transportation, and other facilities and services (including any temporary materials, equipment, supplies and facilities) necessary for the proper execution and completion of the complete, operational, and fully functional Project, including the permanent interconnection for electricity, natural gas, water supply, and any other utilities and demonstration of fully satisfactory operation of all systems and equipment.

2.1.4 Contractor shall supervise and direct the Work, and shall furnish the services of all supervisors, forepersons, skilled and unskilled labor, and all other personnel necessary to design and construct the complete, operational, and fully functional Project. Contractor shall provide, manage and organize such personnel as necessary to complete the Work in accordance with all requirements of the Contract Documents.

2.1.5 Contractor shall obtain, at Contractor's expense, all governmental and private approvals, licenses, and permits required to complete the Work; provided, however, County will be responsible for paying the cost of all County imposed fees. Contractor shall design and construct complete, operational, and fully functional Project in full compliance with all applicable laws, codes and standards (both public and private), including but not limited to, the standards included and warranties expressed in the Contract Documents and manufacturer's recommendations pertaining to individual items of equipment or systems.

2.2 STANDARD OF PERFORMANCE

In addition to and without limiting Design-Builder's other obligations under the Contract

Documents, Design-Builder shall at all times in its performance of its obligations under the Contract Documents conform to the following general standards for construction of the type called for by this Design-Build Contract for projects of a scope and complexity that is comparable to the Project; Design-Builder shall:

2.2.1 Comply with the requirements of the Contract Documents;

2.2.2 Comply with Applicable Laws;

2.2.3 Conform to the standard of care applicable to those who provide design-build project services and construction of the type called for by this Design-Build Contract for projects of a scope and complexity that is comparable to the Project;

2.2.4 Furnish efficient business administration of the Work, utilizing sufficient senior level management and other qualified personnel to manage the Work; and

2.2.5 Apply its best and highest skill and attention to completing the Work in an expeditious and economical manner, consistent with the expressed best interests of the County and within the limitations of the Contract Sum and Contract Time.

ARTICLE III TIME FOR PERFORMANCE

3.1 CONTRACT TIME

The Date of Commencement of the Work shall be fixed in a Notice to Proceed issued by the County. If County's issuance of a Notice to Proceed is delayed due to Design-Builder's failure to return a fully-executed Agreement, insurance documents or bonds within fourteen (14) calendar days after the date of award of the Contract, one (1) calendar day will be deducted from the number of days to achieve Substantial Completion of the Work for every day of delay in County's receipt of such documents. This right is in addition to and does not affect County's right to demand forfeiture of Design-Builder's bid Security, or any other rights or remedies available to County if Design-Builder persistently delays in providing the required documentation. Design-Builder agrees to promptly commence the Work after the Notice to Proceed is issued by the County, to achieve Substantial Completion of the entire Work within [610] calendar days after the Date of Commencement ("Contract Time") and to achieve Final Completion of the Work within the time fixed by the County in the Certificate of Substantial Completion. The Contract Time may be extended only with the written authorization of the County.

3.2 LIQUIDATED DAMAGES

3.2.1 County and Design-Builder recognize that time is of the essence if this Agreement and that the County may suffer financial loss in the form of lost grant funds, additional contract administration expenses, loss of public use if the Work is not completed within the Contract Time, including any extensions thereof allowed in accordance with the Contract Documents.

3.2.2 Design-Builder and County agree to liquidate damages with respect to Design-Builder's failure to achieve Substantial Completion of the Work within the Contract Time. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85. Design-Builder acknowledges and agrees that the liquidated damages are intended to compensate County solely for Design-Builder's failure to meet the deadline for Substantial Completion and shall not excuse Design-Builder from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

3.2.3 In the event that Design-Builder fails to achieve Substantial Completion of the Work within the Contract Time, Design-Builder agrees to pay County \$[2,500.00] per day for each calendar day that Substantial Completion is delayed.

3.2.4 Design-Builder acknowledges and agrees that the foregoing liquidated damages have been set based on an evaluation by County of damages that it will incur in the event of the late completion of the Work. Design-Builder and County agree that because of the nature of the Project it would be impractical or extremely difficult to fix the amount of actual damages incurred by the County due to a delay in completion of the Work. Accordingly, the County and Design-Builder have agreed to such liquidated damages to fix Design-Builder's costs and to avoid later disputes. It is understood and agreed by Design-Builder that any liquidated damages payable pursuant to this Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the effective date of this Agreement.

3.2.5 It is further mutually agreed that County shall have the right to deduct liquidated damages against progress payments or retainage and that the County will issue a unilateral Construction Change Directive and reduce the Contract Sum accordingly. In the event the remaining unpaid Contract Sum is insufficient to cover the full amount of liquidated damages, Design-Builder shall pay the difference to County.

ARTICLE IV CONTRACT SUM

4.1 CONTRACT SUM

4.1.1 Total Compensation. County shall pay the Design-Builder in current funds for the Design-Builder's complete performance of the Work, including, but not limited to design and construction in accordance with the Contract Documents the Contract Sum of Twenty-two million, two hundred ninety-two thousand, eight hundred and seventy-nine Dollars (\$22,292,879).

4.1.2 Design Fee. The Contract Price includes a Design Fee of One million, seven hundred forty-seven thousand, four hundred and fifty Dollars (\$1,747,450). The sole purpose of the Design Fee is to determine: (1) the compensation County is obligated to pay to Design-Builder under Article 9 of the General Conditions in the event the Design-Build Contract is terminated, by either the County or Design-Builder, for cause or convenience, prior to commencement of any physical construction at the Site; and (2) the amount that the Design-Builder is entitled pursuant to Paragraph 9.3 of the General Conditions to include in its Applications for Payment seeking progress payments for the design and non-design portions of the Work.

4.1.3 All Inclusive Price. The Contract Sum is the total amount payable by County to Design-Builder for performance of the Work under the Contract Documents and is deemed to cover all costs arising out of or related to the performance of the Work, including, without limitation, the effects of natural elements upon the Work, unforeseen difficulties or obstructions affecting the performance of the Work (including, without limitation, unforeseen conditions at the Site that do not constitute Differing Site Conditions) and fluctuations in market conditions and price escalations (whether occurring locally, nationally or internationally) from any cause, including, without limitation, causes beyond the control or foreseeability of the Design-Builder.

4.1.4 County Design Completion Allowance. The County Design Completion Allowance of [\$ 450,000] is the total Allowance amount payable by County at its sole discretion to Design-Builder for performance of the Work under the Contract Documents wherein the scope of design, construction or schedule impacts caused by the design or construction of changes and modifications relating to differing soils and geotechnical conditions, impacts due to the Mitigated Negative Declaration, or modifications of conditions or criteria for off-site development are determined to impact the DBE's All Inclusive Price and Time. Such impacts must be determined and authorized by the County by issuance of a supplemental Notice to Proceed, prior to the issuance of jurisdictional approval for the design package thus impacted.

4.2 ALTERNATES

The Contract Sum is based upon the following Alternates described in the RFP Documents, which are hereby accepted by the County:

1) [Item]	[\$ Amount]
50 meter pool in lieu of 35 Meter Pool	\$1,094,579

4.3 UNIT PRICES

The following unit prices are agreed to by the Design-Builder and County: Description Measurement Unit Dollar

1) [Item]	[\$ Amount]
None	

4.4 COMPENSABLE DELAY DAILY RATE

The following Sum of One thousand, eight hundred, and fifty Dollars (\$ 1,850.00) shall be paid by the County to the Design Build Entity for each day wherein the terms of Compensable delay are determined to have affected the project's critical path schedule.

4.4 PAYMENT BY ELECTRONIC FUND TRANSFER

Design-Builder shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Design-Builder's designated checking or other bank account. Design-Builder shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

ARTICLE V DESIGN-BUILDER'S DUTIES AND RESPONSIBILITIES

5.1 GENERAL SCOPE OF WORK

5.1.1 Design-Builder shall furnish all design and other Services, provide all materials and undertake all efforts necessary or appropriate to construct the Project in accordance with the requirements of the Contract Documents, all governmental approvals, the approved Construction Documents, all Applicable Law, and all other applicable safety, environmental and other requirements taking into account the constraints affecting the Project Site. Except as otherwise specifically provided in this Contract, all materials, services and efforts necessary to achieve Substantial Completion of the Project and elements thereof on or before the deadlines provided in the Contract Documents shall be Design-Builder's sole responsibility. The costs of all such materials, services and efforts are included in the Contract Sum.

5.1.2 The scope of Services to be provided by Design-Builder is set forth in the Contract Documents as more particularly described in Exhibit B and the Criteria Documents.

5.1.3 The Design-Builder and all Subcontractors, shall obtain a Building Permit the County of Riverside Economic Development Agency, (951) 955-0911, prior to commencement of Work.

5.2 BEFORE STARTING WORK

Design-Builder shall submit the following to County for review and acceptance within fourteen (14) calendar days after the Date of Commencement fixed in County's Notice to Proceed, and as a condition to payment: (i) detailed Project Schedule including each deadline specified in the Contract Documents; (ii) Schedule of Submittals; (iii) material Procurement Schedule; and (iv) a Schedule of Values in accordance with the requirements of the General Conditions and other Contract Documents.

5.3 INITIAL CONFERENCE

Within twenty (20) calendar days after the Date of Commencement fixed in County's Notice to Proceed, a conference attended by County and Design-Builder and others as appropriate will be held to establish a working understanding among the Parties as to the Work and to discuss the design concepts, updating schedules, progress meetings, procedures for handling submittals, processing Application for Payment, maintaining required records, coordination with Design-Builder Team Members, and other Project administration matters.

5.4 EVALUATION OF PRELIMINARY SUBMITTALS

At least ten (10) calendar days before submission of the first Application for Payment, a conference attended by Design-Builder, County and others as appropriate, will be held to review for acceptability the submittals required by the Contract Documents. No progress payment shall be made to Design-Builder until the required submittals are acceptable to County. The detailed Project Schedule will be acceptable to County as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Time, but such acceptance will neither impose on County responsibility for the sequencing, scheduling or progress of the Work nor interfere with nor relieve Design-Builder from Design-Builder's full responsibility therefore. The format and structure of the Project Schedule will be set forth in the Contract Documents and approved by County. County's acceptance shall not be deemed to confirm that the schedule is a reasonable plan for performing the Work. Design-Builder's schedule of submittal will be acceptable to County as providing a workable arrangement for reviewing and processing the required submittals.

5.5 DESIGN PROFESSIONAL LICENSING REQUIREMENTS

County does not intend to contract for, pay for, or receive any design services which are in violation of any professional licensing laws, and by execution of this Contract, Design-Builder acknowledges that County has no such intent. It is the intent of the Parties that Design-Builder is fully responsible for furnishing the design of the Project, although the fully licensed design firms designated as members of the Design Team, will perform the design services required by the Contract Documents. Nothing in this Article shall create a contractual relationship between such Persons and the County.

5.6 STANDARD OF CARE

All design Services performed by Design-Builder, the Design Team Members, Subcontractors, and their employees identified by the Design-Builder or other persons approved by the County shall be performed in an expeditious and professional manner using architects, engineers and other professionals properly licensed and duly qualified in the jurisdiction in which the Project is located. The professional obligations of such persons shall be undertaken and performed in the interest of the Design-Builder. All design Services performed pursuant to this Agreement shall be performed with the degree of skill and learning ordinarily possessed by architects and engineers in good standing in the community regularly engaged in the design and construction of an improvement such as this Project and must apply that knowledge with the diligence ordinarily exercised by reputable architects and engineers under similar

circumstances ("Standard of Care").

5.7 CONSTRUCTABILITY AND COORDINATION REVIEWS

Once every two weeks until each permit package completed the Design Development Stage and bi-monthly during the completion of the project construction documents, Design-Builder shall meet with the County, its Separate Contractors, and consultants to coordinate the Construction Documents, including the design of building systems delegated to the Design-Builder, for the purpose of continuing construction feasibility, identifying conflicts, missing information or gaps in the planned scope of Work and to take appropriate action to ensure the full scope of intended Work is performed efficiently and economically.

5.8 PHASES OF WORK

5.8.1 CONCEPTUAL AND SCHEMATIC DESIGN

After the County's issuance of a Design Notice to Proceed, the Design-Build Entity shall review the Outline Technical Specifications, Architectural Program, Reference Documents and other available data with the County to verify the Design-Build Entity understands the County's requirements. Design-Build Entity shall provide up to **three (3)** different Concept Designs for the over-all site development and enlarged building and aquatic facilities, including up to **three (3)** elevations, to the County for review. The County will review the submitted conceptual designs to make certain the proposed design are consistent with project requirements. The County will have a meeting with the Design-Build Entity to discuss selection of the schemes. The DBE will also provide its final plan for submitting design packages for permitting, incorporating the requirements outlined below. Once the conceptual design for the entire project and all of its elements has been selected, the Design-Build Entity will begin schematic design. Upon receipt of this conceptual design approval, the Design-Builder may commence preparation of design packages for phased jurisdictional permitting.

The Design-Builder will prepare Schematic Design documents for each phased jurisdictional permit package. Items below may be presented within independent permit packages, however coordination of response to the County among permit packages is the responsibility of the Design-Builder.

Elements to be included within the Schematic Design Phase submittals include, the one Site Plan inclusive of hardscape, landscape and civil engineering elements, one Floor Plan, a minimum of four (4) Exterior Elevations and one longitudinal building cross section, and one latitudinal building cross section for each building for the County to review and approve; and appropriate cross sections and plan views of aquatic features. The Design-Build Entity shall also provide current/updated preliminary estimates of Construction Cost; value engineering proposals and schedules for the remaining design and construction. The Design-Build Entity shall provide written impact evaluations of any variance to the County's project criteria, schedule and budget requirements, provide any recommended alternative approaches to design and construction of the Project, and provide a summary review of governmental community and utility requirements, and a copy of the final Schematic Design Documents in a reproducible format. In the event the preliminary estimate of Construction Cost or any adjustment thereto exceeds the County's specified Construction Budget, the Design-Build Entity shall, at its sole cost and expense, revise and adjust the design to conform to the County's specified Construction Budget. The County shall review these documents and other materials and provide comments to Design-Build Entity. Design-Build Entity shall consider the comments offered and provide the County with a written response and evaluation of these comments. The Design-Build Entity may not proceed into Design Development phase for any phased permit package without receiving written approval from the County.

5.8.2 DESIGN DEVELOPMENT DOCUMENTS to 50% COMPLETION

After County's issuance of the Notice to Proceed to Design-Development for any phased permit package

and within the times set forth in the Project Schedule accepted by County, Design-Builder shall:

Design-Build Entity shall develop the approved Schematic Design Documents to more fully explain and delineate the design intent. Design Development Documents presented for the County's approval should include site plans, floor plan(s), exterior elevations, reflected ceiling plan(s), building and wall sections, preliminary structural plans, a description and delineation of proposed heating, ventilating and air-conditioning systems, preliminary interior elevations and preliminary lighting, power and data plans, a preliminary landscape plan and civil engineering plans for site and offsite improvements including grading, hydrology, site structures and improvements including roadways retaining walls and utilities. Preliminary material sample boards are required at this phase. Preliminary system specifications will depict all building materials and systems proposed for used by the DBE. Upon completion of the Exhibit A (Design Development to 50%), a cost estimate will be submitted to the County for review and approval. Design-Build Entity shall review any changes in the County's Construction Cost budget; value engineering proposals and schedules for the remaining design and construction. In the event the preliminary estimate of Construction Cost or any adjustment thereto exceeds the County's specified Construction Cost Budget, the Design-Build Entity shall, at its sole cost and expense, revise and adjust the design to conform to the County's specified Construction budget. The County shall review the completed Exhibit A and provide comments to Design-Build Entity. Design-Build Entity shall consider the comments offered at this review and provide the County with a written response and evaluation of these comments. The Design-Build Entity may not proceed into Construction Documents for any phased jurisdictional review package without receiving written approval from the Economic Development. Furnish the above documents, drawings, calculations and specifications to and review them with County for approval within the time indicated in the approved Project Schedule at increments of at least 100% completion of the Design Development Documents.

5.8.3 CONSTRUCTION DOCUMENTS

After receipt of written acceptance by County of each phased Design Development package, Design-Builder shall:

During this phase the Design-Build Entity shall proceed with Construction Documents (CDs) based on the Step 2 Project Criteria and County-approved Design Development Documents. The County's review and approval of Construction Documents is required at the following milestones: 85% CDs and 100% CDs. Plan check review process with the Building and Safety Department shall commence at the 85% completion mark of this phase. Upon completion of the plan check process, the Design-Build Entity shall obtain all building and trade permits required for the Work.. Upon completion of 85% CD phase, a cost estimate will be submitted to the County for their review and approval. The DBE will copy the County on all jurisdictional comments received Upon incorporation of jurisdictional review comments, the DBE shall review the final documents with the County and obtain its approval prior to final back check submission for permitting.

(1) Based on RFP Step 2 Project Criteria and the County-approved Design Development Documents, the Design-Build Entity shall prepare and provide a preliminary (85% CDs) and final set (100% CDs) of necessary working drawings and specifications, setting forth in detail the requirements for construction of the Project. Design may be prepared as phased submittal packages for jurisdictional review in support of the construction sequence. Construction Documents shall be prepared consistent with the County and industry standards (Construction Standards Institute, American Institute of Architects, and California Green Book).

(2) The final Construction Documents shall delineate the Work required to be accomplished in a clear and concise manner, and meet the requirements and standards of all applicable governing agencies including, but not limited to, local, county, state, federal and CAL-OSHA standards. The Design-Build Entity will provide Drawings on printed bond media. Pencil drawings on vellum or Mylar sheets are permissible only upon written approval of the County.

(3) Specifications shall be prepared in the format of the Construction Standards Institute. Preliminary copies

of the Specifications shall be submitted in hard copy to the County upon completion for approval. Upon approval of the final Specifications, the original master set shall be submitted to the County in hard copy.

The Design-Builder shall prepare Construction Documents for the entire Project in full compliance with all applicable building codes, ordinances, and other regulatory authorities. The Construction Documents shall at a minimum comply with all applicable California State Building Codes to include, but not limited to, Title 8 (Industrial Relations) and Title 24 (Building Standards). The completed Construction Documents are to be delivered to the County and shall consist of the following: (1) Drawings – Provide one reproducible original and ten (10) printed copies of all approved Construction Document drawings. Provide one copy of all approved Construction Document drawings on compact disks (CD) using Computer-Aided Design (CAD) software, using the latest version of AutoCAD; and (2) Specifications–Provide an original and ten (10) printed copies of approved specifications, bound and organized. Provide approved specifications on compact disks for all sections for all work applicable to the Project in a format complying with the current edition of the Construction Specifications Institute's "MasterFormat", as directed by the County in accordance with the following:

- a. Electronic computer software in Microsoft Word, latest version for Windows.
- b. For articles, materials and equipment identified by brand names, at least two names shall be used, and such names shall be followed by the words "or equal." Specifications shall not contain restrictions that will limit competitive bids. Exceptions shall only be permitted by California Public Contract Code Section 3400.
- c. All disks produced shall be clearly labeled to indicate files contained and date produced.

5.8.4 CONSTRUCTION

Design-Builder shall perform Construction Phase Series in accordance with the requirements of the General Conditions. The Design-Builder's Architect and Engineers of record are the responsible entity for management, coordination, and resolution of all design-related issues including submittals, and field observation of the work.

Construct the Project so that the Project is substantially complete and suitable for commencement of maintenance period, as evidenced by the County's Certificate of Completion. Complete any and all final closeout procedures to include but not be limited to: operating and maintenance manuals, operational tests, system commissioning, equipment startup, user training, final as-built record drawings, punch list items, final project cleanup, and signage, necessary to open Sites to the public.

Design-Build Entity shall complete any outstanding Work necessary to obtain a final inspection approval for all Site work and trade permits from the appropriate Building and Safety Inspector.

After the County issues a Certificate of Substantial Completion, a **ninety (90) day** "landscape maintenance period" and **one (1) year** building warranty period will commence. Design-Build Entity shall replace any plants that die or are diseased during the landscape maintenance period and repair any warranty items as described in the Design-Build General Conditions and General Requirements.

The Design-Builder shall keep the County informed of the progress and quality of the Work in the form of periodic written reports, as determined by the County but no less than monthly.

As a condition to final payment to Design-Builder, each Design Team Member shall provide written certification that the Work has been constructed in accordance with the Contract Documents and the design provided by such person.

ARTICLE VI DESIGN-BUILDER'S REPRESENTATIONS AND WARRANTIES

In order to induce County to enter into this Agreement, Design-Builder makes the following representations and warranties:

6.1 Design-Builder has visited the Site and has reasonably examined the nature and extent of the Work, Site, locality, actual conditions, as-built conditions, and all local and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Design-Builder and safety precautions and programs incident thereto.

6.2 Contractor has reasonably examined all reports of exploration and tests of subsurface conditions, as-built drawings, drawings or reports, available for design and construction purposes, of physical conditions, including those which are identified in Paragraph 1.3 hereinabove, or which may be apparent at the Site and accepts the criteria set forth in these documents and the General Conditions to the extent of the information contained in these documents upon which the Design-Builder is entitled to rely. Design-Builder agrees that except for the information so identified, Design-Builder does not and shall not rely on any other information contained in these documents.

6.3 After contract award, Design-Builder, will conduct or obtain any additional examinations, investigations, explorations, tests, reports and studies, including but not limited to geotechnical investigations upon which the design will be based, that pertain to the surface and subsurface conditions, as-built conditions, underground facilities and all other physical conditions at or contiguous to the Site as Design-Builder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

6.4 Design-Builder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, test, reports and studies with the terms and conditions of the Contract Documents.

6.5 Design-Builder has given County prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered before contract award in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by County is acceptable to Design-Builder.

6.6 Design-Builder is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.

6.7 Design-Builder has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Design-Builder.

6.8 Design-Builder confirms its intent to include in the project the following pre-qualified subcontractors, who were listed in the Design-Builder's Statement of Qualifications earlier in this project as referenced in D-2. Design-Builder acknowledges its responsibility to provide County with a complete and updated list of subcontractors as they become known on the project, and that such listing shall be in accordance with the requirements of California Public Contract Code §§ 20133 *et seq.* Specifically California Public Contract Code Section 20133(f) requires that all subcontractors not listed by the Design-Builder in its submission in response to the Request for Proposals be awarded in accordance with the design-build process set forth by the County. The County process allows the selection of subcontractors based upon the best value to the Project and requires the Design-Builder do both of the following: (1) Provide public notice of the availability of work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process of the County and (2) Provide a fixed date and time on which the subcontracted work will be awarded in accordance with the procedure established pursuant to Public Contract Code Section 20133(f).

ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 INDEPENDENT DESIGN-BUILDER

Design-Builder is, and shall be, acting at all times in the performance of this Agreement as an independent Design-Builder. Design-Builder shall secure at its expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for Design-Builder and its officers, agents and employees and all business licenses, if any, in connection with the services to be performed hereunder.

7.2 COUNTY EMPLOYEES AND OFFICIALS

Design-Builder shall employ no County official nor any regular County employee in the Work performed pursuant to this Agreement. No officer or employee of County shall have any financial interest in this Agreement in violation of applicable provisions of law.

Design-Builder agrees to provide or has already provided information on former County of Riverside administrative officials (as defined below) who are employed by or represent Design-Builder. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Design-Builder. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer staff, County administrative officer or member of such officer staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

7.3 NOTICES

Any notices or special instruction required to be given in writing under this Agreement shall be given either by personal delivery to Design-Builder's agent (as designated in Section 1 hereinabove) or to County's Engineer and County Counsel as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, addressed as follows:

COUNTY : County of Riverside Economic Development Agency
Charles Waltman, Deputy Director
3403 Tenth Street, Suite 500
Riverside, California 92501

DESIGN-BUILDER: T.B. Penick & Sons, Inc.
Marc E. Penick, Chief Executive Officer
15435 Innovation Drive, Ste 100
San Diego, California 92128

7.4 CONTRACTOR'S LICENSE NOTICE

Contractors are required by law to be licensed and regulated by the Contractors State Licensee Board, which has

jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, California 95826.

WHEREFORE, this Design-Builder Contract is entered into as of the day and year first written above.

COUNTY OF RIVERSIDE

BY: Bob Buster CHAIRMAN, BOARD OF SUPERVISORS
NAME & TITLE: BOB BUSTER

DESIGN BUILDER

BY: Marc E. Penick
Marc E. Penick, Chief Executive Officer

I hereby certify under penalty of perjury that the President of the Board of Supervisors was duly authorized to execute this document on behalf of the County of Riverside by a majority vote of the Board on _____, 200__ and that a copy has been delivered to the President as provided by Government Code Section 25103.

Date: JUN 28 2011 ATTEST:

Clerk of the Board of Supervisors, County of Riverside, State of California

By: Kalvin [Signature], Deputy

END OF DOCUMENT

FORM APPROVED COUNTY COUNSEL
BY: Marshall Victor DATE: 6/21/11
MARSHAL VICTOR

JUN 28 2011 3.113

**REVISED
EXHIBIT D-1 PROPOSAL FORM**

SECTION I – PROPOSAL FORMS

DESIGN AND CONSTRUCTION PROPOSAL

TO THE BOARD OF SUPERVISORS Date OF RIVERSIDE COUNTY Proposer

The undersigned, having carefully examined the proposed site and the Request for Proposals, the Instructions to Prop osers, Proposal/Project Timeline, the Qualification Documents, the Proposal Forms, the Bond Forms, the General Conditions, and the Technical Conditions, for the Design and Construction of the Perris Valley Aquatic Center, Perris, California, hereby proposes and agrees to furnish all design, tools, equipment, services, apparat us, facilities, transportation, labor and materials necessary to complete the cons truction in strict conformity with the Pro ject Manual, including all work specified in Addenda numbered and dated:

Addendum No. 1 Date 05/16/2011

Addendum No. 2 Date 05/20/2011

Addendum No. 3 Date 05/24/2011

4 05/24/2011

Proposals must be submitted on all Items. Failure to Propose on all Items may result in the Proposal being deemed non-responsive.

For the total sum including all applicable taxes, permits and licenses as follows:

1. Total Construction: \$20,245,429 (Lump Sum Proposal Price in Figures)
(Lump Sum Proposal Price in Words)

2. Total Design: \$1,747,450 (Lump Sum Proposal Price in Figures)
(Lump Sum Proposal Price in Words)

3. Total County Design Completion Allowance: \$ 300,000.00 (three hundred thousand dollars and no cents).

3. Total Design & Const ruction Base Bid inclus ive of Total C onstruction, Design and County Design Allowance \$ 22,292,879 (Lump Sum Proposal Price in Figures)
(Lump Sum Proposal Price in Words)

Contract Duration: 610 calendar days

Provide Breakdown of Total Lump Sum Proposal Price on the following page:

REVISED
PROPOSAL PRICE DETAIL

PROPOSER: T.B. Penick & Sons, Inc.

DATE: 06/01/2011

PROJECT TITLE: **Perris Valley Aquatics Center, Perris, CA**

The undersigned proposer hereby offers, in the amount stated below, to furnish all labor, materials, tools, equipment, apparatus, facilities, transportation, and permits for the design and construction of the Perris Valley Aquatics Center, Perris, CA in accordance with all the requirements of the Request for Proposal.

1. Design	\$	<u>1,747,450</u>
2. Preconstruction/ (non-design)	\$	<u>236,869</u>
3. Offsite Site Development	\$	<u>919,580</u>
4. On-Site Site Development	\$	<u>11,396,697</u>
5. Recreation Pools	\$	<u>4,368,635</u>
6. Competition Pool	\$	<u>1,057,000</u>
7. Aquatic Building 'A' and Support Buildings	\$	<u>2,266,648</u>
8. County Design Completion Allowance	\$	300,000.00
9. Project Total	\$	<u>22,292,879</u>
10. Life Cycle Cost Alternate Roofing System Deduct Price of RFP Step 2 Criteria Roofing System @ Aquatic Building 'A'		< <u>\$ 72,138</u> >
Price of DBE Proposed Life Cycle Cost Alternate Roofing System per Step 2 RFP, Section 2.5.1 Tab 5	\$	<u>68,932</u>
11. Compensable Delay Daily Rate wherein the terms of Compensable delay are determined to have affected the project's critical schedule	\$	<u>1,850</u>

Signature 

Print Name Marc E. Penick, Chief Executive Officer

Date 06/20/2011

SECTION II – PROPOSAL FORMS

AWARD OF CONTRACT

The undersigned fully understands that a Contract is formed upon the acceptance of this proposal by the Owner, and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the contract together with the required labor, material and performance bonds, and insurance policies.

BID GUARANTEE

The enclosed certified or cashier's check or proposer's bond on approved form, made payable to the Owner in the amount of ten percent (10%) of the total proposal including all additive alternates submitted herewith, is hereby given as a guarantee that the Proposer will execute and deliver the above mentioned written memorial and required bonds if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the Owner as a result of such failure or refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said Principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the Principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

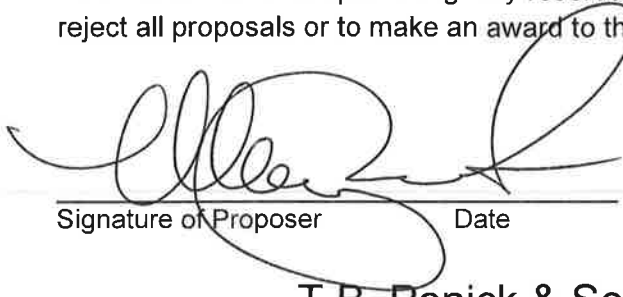
In accordance with The Owner's REQUEST FOR PROPOSALS, the undersigned PROPOSER hereby proposes to furnish all materials, equipment, tools, labor and incidentals required for the above stated project as set forth in the Proposal Documents and any addenda thereto, and to perform all work in the manner and time prescribed therein.

PROPOSER declares that this proposal is based upon careful examination of the site, Request for Proposals, Exhibits and Addendum(s), Instructions to Proposers, and all other contract documents. If this proposal is accepted for award, PROPOSER agrees to enter into a contract with Owner at the lump sum prices set forth. PROPOSER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to Owner of the PROPOSAL BOND accompanying this proposal.

PROPOSER understands that a proposal is required for the entire work. It is agreed that the lump sum prices bid include all appurtenant expenses, bonds, taxes, royalties, transportation and fees.

If awarded the Contract, the undersigned further agrees that in the event of the PROPOSER'S default in executing the required contract and filing the necessary bonds and insurance certificates within four (4) calendar days after the date of the Owner's notice of award of contract to the PROPOSER, the proceeds of the security accompanying this bid shall become the property of the Owner and this proposal and the acceptance hereof may, at the Owner's option, be considered null and void.

The Economic Development Agency reserves the right, after opening the proposals, to reject all proposals or to make an award to the lowest responsive, responsible Proposer.



06/20/2011

Signature of Proposer

Date

Name of Proposer: T.B. Penick & Sons, Inc.

Type of Organization: General Contractor

Signed By: Marc E. Penick

Title of Signer: Chief Executive Officer

Address of Proposer: 15435 Innovation Drive, Ste 100
San Diego, California 92128

Telephone Number (___) 858-558-1800 FAX Number (___) 858-558-1821

Contractor's License Number 185381 Classification A, B

Expiration Date (Proposer certifies under penalty of perjury that the license information herein is true.) 05/31/2012

If Proposer is a corporation, and signer is not President or Secretary, attach certified copy of Bylaws or resolution authorizing execution. If Proposer is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If Proposer is not an individual, list names of other persons authorized to bind the organization.

DESIGN-BUILD AGREEMENT: PERRIS VALLEY AQUATIC CENTER
EXHIBIT O: REVISED PRICE AND SCOPE OF WORK

June 20, 2011

This Exhibit O memorializes the scope of work and revised pricing agreed to during negotiations between Design-Builder TB Penick & Sons, Inc and County of Riverside Economic Development Agency.

Design-Builder and the County of Riverside agree to the following revisions to Design-Builder proposal titled STEP 2: REQUEST FOR PROPOSALS, PERRIS VALLEY AQUATIC CENTER, dated June 1, 2011:

1. Project Contract value is hereby reduced from \$24,900,056 to \$22,292,879.
2. The specified County Design Completion Allowance is hereby reduced from \$450,000 to \$300,000.
3. The Contract Value of \$22,292,879 includes the \$300,000 County Design Completion Allowance.
4. The Contract Value cost revisions are provided in detail in attached Bid Proposal and cost detail dated June 16, 2011.
5. The competition pool shall be reduced to a 25 by 35m size, with proportionate reductions in bleacher seating, shade structure, pool deck and appurtenant pool equipment, as shown in attached Drawing SP-1, Site Plan, dated June 16, 2011.
6. The competition pool shade structure shall be provided at 100% of the reduced pool area and designed to accommodate future pool solar water heating mounted on the shade structure. Piping, raceway and other improvements required to add the solar at a later date shall be provided as originally proposed.
7. The water park play features shall be included as originally proposed: lazy river, three tube slides, children's water play area, double flow rider, spring pool and geyser play area.
8. The sand volleyball courts with future provision for an additional water attraction shall be included as originally proposed.
9. The provisions for a future slide addition to the tube slide area shall be included as originally proposed.
10. The adjacencies and location of Water Park elements within the park shall be relocated as shown in attached Drawing SP-1, Site Plan, dated June 16, 2011.
11. The quantity and coverage area of sail shade structures shall be reduced by deleting sail shade structures at the main entry and at the interior of the lazy river.
12. The water park project site shall be reduced in area by approximately 37,500 square feet with proportional reduction in site hardscape and landscape.
13. The 37,500 square foot unimproved area shall be irrigated and planted with hydroseed turf or low water use hydroseed native mix or equivalent treatment for future expansion.
14. The parking area shall be reduced to meet 200 space minimum.

Approved as to Form



County of Riverside Initials



TBP Initials

15. Site civil engineering improvements shall be included as originally proposed, with minor adjustments to meet the reduced site area.
16. Offsite civil improvements to Vista Road and Trumble Road shall remain as originally proposed.
17. The size and number of buildings shall be reduced to meet the Jurupa facility program as follows:
 - a. Building 1 Admin Multi Use shall remain as originally proposed.
 - b. Building 2 Rec Bath and Food Service shall be reduced from the proposed 4923 SF to 3697 SF, matching the Jurupa Water Park size and program. The reduced Building 2 does not meet the expanded kitchen size specified in Amendment 3, but otherwise meets the program originally specified in the RFP for the Jurupa facility.
 - c. Building 3 Pool Equipment shall be reduced from the proposed 4000 SF to 3700 SF.
 - d. Building 4 Competition Bathroom shall be reduced from the proposed 2412 SF to 1636 SF.
 - e. Building 5 Family Restroom shall be deleted.
18. 30 NDL warranty on all building roof systems shall be included as originally proposed.
19. Full 2 year "bumper to bumper" warranty on the entire water park facility guaranteed by TB Penick & Sons, Inc. shall be included as originally proposed.
20. An additive option item is offered to restore the competition pool to 25 by 50m, and increase the size of the Competition Pool Restroom to meet code requirements. The additive option item proposed price is \$1,054,579. The additive option price is guaranteed for 90 days from date of Contract award.

The revised scope of work and pricing reflects the full price proposed for a complete and usable project to be designed and built in accordance with the RFP, the applicable governing agency code requirements and this revised proposal.

Approved as to Form



County of Riverside Initials



TBP Initials

PROPOSAL FORM



Total Construction	\$20,245,429
Total Design	\$1,747,450
Total County Completion Allowance	\$ 300,000
Total Design & Construction Base Bid Inclusive Total Construction & County Design Contingency	\$ 22,292,879

PROPOSAL PRICE DETAIL	
1 Design	\$1,747,450
2 Preconstruction / (non-design)	\$236,869
3 Offsite Site Development	\$919,580
4 On-Site Site Development	\$11,396,697
5 Recreation Pools	\$4,368,635.00
6 Competition Pool	\$1,057,000.00
7 Club House Building	\$2,266,647.87
8 County Design Completion Allowance	\$ 300,000.00
9 Project Total	\$ 22,292,879
10 Life Cycle Cost Alternate Roofing System Deduct Price of RFP Step 2 Criteria Roofing System @ Aquatic Building "A"	(72,138.00)
Price of DBE Proposed Life Cycle Cost Alternate Roofing System per Step 2 RFP, Section 2.5.1 Tab 5	\$ 68,932.00
11 Compensable Delay Daily Rate wherein the terms of Compensable delay are determined to have affected the project's critical schedule	\$1,850

Approved as to Form _____ County of Riverside Initials  TBP Initials _____

PERRIS VALLEY AQUATIC CENTER			16-Jun-11			Site SF	522720
T.B. Penick & Sons, Inc.			PRICE			Building SF	37797
COST			MKUP				
			ORIGINAL BID PRICE	REVISED QUANTITY	REVISED BID PRICE		
GENERAL CONDITIONS							
1	Project Manager	\$175,000		1.00	\$175,000		
2	Superintendent	\$154,000		1.00	\$154,000		
3	Assistant Superintendent	\$147,000		1.00	\$147,000		
4	Project Engineer	\$119,000		1.00	\$119,000		
5	Administrative Assistant	\$105,000		1.00	\$105,000		
6	Commissioning Authority	\$49,000		1.00	\$49,000		
7	Safety Inspections	\$16,800		1.00	\$16,800		
8	Site Security	1 LS	\$20,000.00		\$20,000		
9	Part Time Scheduler	\$15,000		1.00	\$15,000		
10	Builders Risk	\$20,000		1.00	\$20,000		
11	Cont. & Final Clean	\$91,000		1.00	\$91,000		
12	Temp Facilities	\$105,000		1.00	\$105,000		
13	Fuel	\$27,300		1.00	\$27,300		
14	Temporary Fencing	1 LS	\$25,000.00		\$25,000		
15	Plan Reproduction	\$20,000		1.00	\$20,000		
						Months	\$/Month
						14	\$12,500
						14	\$11,000
						14	\$10,500
						14	\$8,500
						14	\$7,500
						7	\$7,000
						14	\$1,200
							\$7,500
						14	\$6,500
						14	\$7,500
						14	\$1,950
						1	\$7,500
						2	\$10,000
						Gen Condition Total	\$1,089,100
							Revised Sub-Total \$1,089,100
SOFT COST							
16	Design Topo Survey	\$15,000		1.00	\$15,000		
17	Aquatic Design Consultant (ADG)			1.00	\$0		\$464,950
18	Architect (CSCA)			1.00	\$0		\$536,000
19	Civil Engineer(Winzler & Kelly)			1.00	\$0		\$280,000
20	Structural Engineer(SMR)			1.00	\$0		\$94,600
21	Mechanical Engineer(Stueven)	\$1,624,950		1.00	\$1,624,950		\$35,000
22	Electrical Engineer(ELEN)			1.00	\$0		\$78,000
23	Landscape Architect (YWC)			1.00	\$0		\$80,000
24	Kitchen Service Design & FPE Design/Interior design			1.00	\$0		\$56,400
25	Partnering	\$5,000		1.00	\$5,000		\$5,000
26	Design Project Manager	\$40,000		1.00	\$40,000		\$40,000
27	Supervision Support	\$7,500		1.00	\$7,500		\$7,500
28	LEED AP	\$25,000		1.00	\$25,000		\$25,000
29	BIM Modeling	\$30,000		1.00	\$30,000		\$30,000
						Soft cost total	\$1,747,450
							Revised Sub-Total \$1,747,450
GC Misc Items							
30	2 Year Warranty Management Cost	2 Year	\$ 25,000.00		\$50,000	2	\$50,000
31	Locate existing Utilities	1 LS	\$ 20,000		\$20,000	1	\$20,000
32	Traffic Control	1 LS	\$ 36,869		\$36,869	1	\$36,869
33	Dust Control	1 LS	\$ 25,000		\$25,000	1	\$25,000
34	Job Info Signage	1 LS	\$ 10,000		\$10,000	1	\$10,000
35	Survey	1 LS	\$ 150,000		\$150,000	1	\$95,000
						GC Misc items Total	\$291,869
							Revised Sub-Total \$236,869
Sub Bid Items							
		UNIT	COST		REVISED QUANTITY	REVISED BID PRICE	
SITE WORK							
36	Erosion Control	522,720 SF	\$0.20		522,720	\$104,544	
37	Erosion Control Maintenance	522,720 SF	\$0.05		522,720	\$26,136	
38	Construction Water	1 LS	\$35,000.00		1	\$35,000	
39	GC Earthwork	122000 SF	\$0.50			\$61,000	\$ 30,500
DEMOLITION & GRADING							
40	Clear & grub. Export organics to certified dump site	800 CY	\$26.00		800	\$20,800	
41	Mass grading	522,720 SF	\$1.00		522,720	\$522,720	
42	Export excess material to certified dump site	10,000 CY	\$9.00		5,000	\$45,000	
43	Structural Excavation	1,452 CY	\$14.00		1,452	\$20,334	
44	Structural Backfill	1,452 CY	\$10.00		1,452	\$14,524	
45	Finish grade of landscape areas	64,500 SF	\$1.00		32,250	\$32,250	
						Original Earthwork Total	\$959,559
							Revised Sub-Total \$851,809



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6/28/2011 3:113

BUILDING #1 ADMINISTRATION, MULTIPURPOSE BUILDING		4,071.51	SF				QUANTITY	BID PRICE	Building Area SF 4,071.51		
120	Rebar	4.50	Ton	\$	1,500.00	\$6,750	4.50	\$6,750			
121	Concrete Slab & Foundation	95.00	CY	\$	350.00	\$33,250	95.00	\$33,250			
122	Masonry 12"	493.00	SF	\$	22.00	\$10,846	493.00	\$10,846			
123	Masonry 8"	3884.00	SF	\$	20.00	\$77,680	3884.00	\$77,680			
124	Structural Steel	21.83	Ton	\$	3,500.00	\$76,401	21.83	\$76,401			
125	Metal Deck	9290.44	SF	\$	6.50	\$60,388	9290.44	\$60,388			
126	Casework	1.00	SF	\$	15,000.00	\$15,000	1.00	\$15,000			
127	Shower Enclosure	2.00	EA	\$	1,750.00	\$3,500	2.00	\$3,500			
128	Insulation R-30	4924.30	SF	\$	1.50	\$7,386	4924.30	\$7,386			
129	Insulation	2250.00	SF	\$	0.95	\$2,138	2250.00	\$2,138			
130	Standing Seam Metal Roof	5183.14	SF	\$	13.00	\$67,381	5183.14	\$67,381			
131	Flashing & Trim	1885.91	LF	\$	15.00	\$28,289	1885.91	\$28,289			
132	Built-Up Roofing	1861.72	SF	\$	10.14	\$18,878	1861.72	\$18,878			
133	Doors, Frames, Hardware & Installation	12.00	EA	\$	2,500.00	\$30,000	12.00	\$30,000			
134	Storefront	590.00	SF	\$	80.00	\$47,200	590.00	\$47,200			
135	Windows	160.00	SF	\$	65.00	\$10,400	160.00	\$10,400			
136	Storefront Doors	12.00	EA	\$	3,250.00	\$39,000	12.00	\$39,000			
137	Metal Studs & Drywall	2950.00	SF	\$	7.00	\$20,650	2950.00	\$20,650			
138	Acoustic Ceiling	3310.50	SF	\$	3.75	\$12,414	3310.50	\$12,414			
139	Painting	9336.00	SF	\$	1.25	\$11,670	9336.00	\$11,670			
140	Sealed Concrete	951.10	SF	\$	2.50	\$2,378	951.10	\$2,378			
141	Carpet	1938.00	SF	\$	3.00	\$5,814	1938.00	\$5,814			
142	VCT	527.93	SF	\$	1.75	\$924	527.93	\$924			
143	Rubber Base	727.19	LF	\$	1.50	\$1,091	727.19	\$1,091			
144	Ceramic Tile	772.63	SF	\$	15.00	\$11,589	772.63	\$11,589			
145	Ceramic Tile Coved Base	144.58	LF	\$	10.00	\$1,446	144.58	\$1,446			
146	TA & TP	1.00	LS	\$	12,500.00	\$12,500	1.00	\$12,500			
147	Fire Extinguishers	2.00	EA	\$	125.00	\$250	2.00	\$250			
148	Blinds	750.00	SF	\$	6.00	\$4,500	750.00	\$4,500			
149	Signage	1.00	LS	\$	1,500.00	\$1,500	1.00	\$1,500			
150	Lockers	22.00	EA	\$	750.00	\$16,500	22.00	\$16,500			
151	Folding Partition	351.00	SF	\$	35.00	\$12,285	351.00	\$12,285			
152	Plumbing	1.00	LS	\$	32,040.00	\$32,040	1.00	\$32,040			
153	HVAC	1.00	LS	\$	102,780.00	\$102,780	1.00	\$102,780			
154	Electrical	1.00	LS	\$	130,000.00	\$130,000	1.00	\$130,000			
									Bldg. # 1 Total SF Cost	Original Bldg Cost \$914,818 \$224.69	Revised Sub-Total \$914,818

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BUILDING #2 RECREATION BATHROOM & KITCHEN				4923.39 SF	Building SF Cost	REVISED BID PRICE	REVISED Building Area SF								
155	Rebar	11.50	Ton	\$ 1,500.00	\$17,250										
156	Concrete Slab & Foundation	111.00	CY	\$ 350.00	\$38,850										
157	Masonry 8"	6116.00	SF	\$ 20.00	\$122,320										
158	Structural Steel	21.12	Ton	\$ 3,500.00	\$73,934										
159	Metal Deck	11050.35	SF	\$ 6.50	\$71,827										
160	Roof Hatch W/Ladder	1.00	EA	\$ 2,500.00	\$2,500										
161	Casework	1.00	LS	\$ 15,000.00	\$15,000										
162	Shower Enclosure	34.00	EA	\$ 1,750.00	\$59,500										
163	Insulation R-30	5156.21	SF	\$ 1.50	\$7,734										
164	Insulation	2220.00	SF	\$ 0.95	\$2,109										
165	Standing Seam Metal Roof	6258.00	SF	\$ 13.00	\$81,354										
166	Flashing & Trim	2004.05	LF	\$ 15.00	\$30,061										
167	Built-Up Roofing	2063.59	SF	\$ 10.14	\$20,925										
168	Doors, Frames, Hardware & Installation	9.00	EA	\$ 2,500.00	\$22,500										
169	Storefront	284.00	SF	\$ 80.00	\$22,720										
170	Windows	250.00	SF	\$ 65.00	\$16,250										
171	Storefront Doors	3.00	EA	\$ 3,250.00	\$9,750										
172	Metal Studs & Drywall	13912.00	SF	\$ 7.00	\$97,384										
173	Acoustic Ceiling	1652.34	SF	\$ 3.75	\$6,196										
174	Painting	15876.00	SF	\$ 1.25	\$19,845										
175	Sealed Concrete	174.21	SF	\$ 2.50	\$436										
176	Rubber Base	58.06	LF	\$ 1.50	\$87										
177	Ceramic Tile	8740.65	SF	\$ 15.00	\$131,110										
178	Ceramic Tile Coved Base	832.89	LF	\$ 10.00	\$8,329										
179	TA & TP	1.00	LS	\$ 20,000.00	\$20,000										
180	Fire Extinguishers	2.00	EA	\$ 125.00	\$250										
181	Blinds	250.00	SF	\$ 6.00	\$1,500										
182	Signage	1.00	LS	\$ 2,000.00	\$2,000										
183	Lockers	65.00	EA	\$ 750.00	\$48,750										
184	Kitchen Equipment	1.00	SF	\$ 250,000.00	\$250,000										
185	Fire Sprinkler	1.00	SF	\$ 6.50	\$7										
186	Plumbing	1.00	LS	\$ 377,520.00	\$377,520										
187	HVAC	1.00	LS	\$ 117,270.00	\$117,270										
188	Electrical	1.00	LS	\$ 105,000.00	\$105,000										
BUILDING # 2 Total															
Bldg. # 2 Total SF Cost														Original Bldg Cost	Revised Sub-Total
														\$1,800,267	\$1,351,830
														\$365.66	
BUILDING # 3 MECHANICAL, ELECTRICAL & CHEMICAL ROOM				4000.00 SF	Building SF Cost	REVISED BID PRICE	REVISED Building Area SF								
189	Rebar	9.50	Ton	\$ 1,500.00	\$14,250										
190	Concrete Foundation	186.00	CY	\$ 425.00	\$79,050										
191	Masonry	7129.00	SF	\$ 20.00	\$142,580										
192	Structural Steel	16.16	Ton	\$ 3,500.00	\$56,576										
193	Metal Deck	10805.27	SF	\$ 6.50	\$70,234										
194	Roof Hatch W/Ladder	1.00	EA	\$ 2,500.00	\$2,500										
195	Insulation R-30	4177.30		\$ 1.50	\$6,266										
196	Waterproofing	1050.00	SF	\$ 6.50	\$6,825										
197	Standing Seam Metal Roof	6901.00	SF	\$ 13.00	\$89,713										
198	Flashing & Trim	116.68		\$ 15.00	\$1,750										
199	Built-Up Roofing	1764.00	SF	\$ 10.14	\$17,887										
200	Doors, Frames, Hardware & Installation	7.00		\$ 2,500.00	\$17,500										
201	Painting	11230.21	SF	\$ 1.25	\$14,038										
202	Sealed Concrete	5378.01	SF	\$ 2.50	\$13,445										
203	Fire Extinguishers	2.00	EA	\$ 125.00	\$250										
204	Plumbing	1.00	LS	\$ 58,020.00	\$58,020										
205	HVAC	1.00	LS	\$ 26,750.00	\$26,750										
206	Electrical	1.00	LS	\$ 35,000.00	\$35,000										
Bldg. # 3 Total															
Bldg. # 3 Total SF Cost														Original Bldg Cost	Revised Sub-Total
														\$652,634	\$603,692
														\$163.16	

BUILDING # 4 COMPETITION RESTROOM				2412	SF			Building SF Cost	REVISED BID PRICE	REVISED Building Area SF			
								\$354.46	\$579,897	1,636			
207	Rebar	7	Ton	\$	1,500.00		\$10,500						
208	Concrete Slab & Foundation	60	CY	\$	350.00		\$21,000		\$0				
209	Masonry 8"	6714	SF	\$	20.00		\$134,280		\$0				
210	Structural Steel	11	Ton	\$	3,500.00		\$37,643		\$0				
211	Metal Deck	6193	SF	\$	6.50		\$40,256		\$0				
212	5/8 Plywood Nailer	3573	SF	\$	2.75		\$9,826		\$0				
213	Shower Enclosure	15.00	EA	\$	1,750.00		\$26,250		\$0				
214	Roof Hatch W/Ladder	1.00	EA	\$	2,500.00		\$2,500		\$0				
215	Insulation R-30	2730	SF	\$	1.50		\$4,095		\$0				
216	Standing Seam Metal Roof	3573	SF	\$	13.00		\$46,449		\$0				
217	Flashing & Trim	462	LF	\$	15.00		\$6,926		\$0				
218	Built-Up Roofing	937	SF	\$	10.14		\$9,501		\$0				
219	Doors, Frames, Hardware & Installation	4	EA	\$	2,500.00		\$10,000		\$0				
220	Metal Studs & Drywall	9284	SF	\$	7.00		\$64,986		\$0				
221	Painting	8725	SF	\$	1.25		\$10,907		\$0				
222	Sealed Concrete	2689	SF	\$	2.50		\$6,723		\$0				
223	Ceramic Tile	4210	SF	\$	15.00		\$63,151		\$0				
224	Terrazzo Flooring	310	SF	\$	8.00		\$2,480		\$0				
225	TA & TP	1	LS	\$	25,000.00		\$25,000		\$0				
226	Lockers	64.00	EA	\$	750.00		\$48,000		\$0				
227	Fire Extinguishers	2.00	EA	\$	125.00		\$250		\$0				
228	Plumbing	1.00	LS	\$	157,663.00		\$157,663		\$0				
229	HVAC	1.00	LS	\$	81,607.00		\$81,607		\$0				
230	Electrical	1.00	LS	\$	35,000.00		\$35,000		\$0				
											Bldg. # 4 Total SF Cost	Original Bldg Cost \$854,992 \$354.46	Revised Sub-Total \$579,897
BUILDING # 5 FAMILY RESTROOM				648	SF			Building SF Cost	REVISED BID PRICE	REVISED Building Area SF			
									\$0	0			
231	Rebar	3.36	Ton	\$	1,500.00		\$5,040		\$0				
232	Concrete Foundation	23	CY	\$	350.00		\$7,875		\$0				
233	Masonry	1935	SF	\$	20.00		\$38,700		\$0				
234	Structural Steel	1.4	Ton	\$	3,500.00		\$4,944		\$0				
235	Metal Deck	999	SF	\$	6.50		\$6,493		\$0				
236	Casework	16	LF	\$	375.00		\$5,996		\$0				
237	5/8 Plywood Nailer	995	SF	\$	2.75		\$2,736		\$0				
238	Insulation R-30	735	SF	\$	1.50		\$1,103		\$0				
239	Standing Seam Metal Roof	995	SF	\$	13.00		\$12,935		\$0				
240	Flashing & Trim	498	SF	\$	1.25		\$623		\$0				
241	Doors, Frames, Hardware & Installation	3	EA	\$	2,500.00		\$7,500		\$0				
242	Metal Studs & Drywall	671	SF	\$	7.00		\$4,697		\$0				
243	Painting	1372	SF	\$	1.25		\$1,715		\$0				
244	Sealed Concrete	41	SF	\$	2.50		\$103		\$0				
245	Ceramic Tile	1171	SF	\$	8.00		\$9,368		\$0				
246	Ceramic Tile Coved Base	162.68	LF	\$	10.00		\$1,627		\$0				
247	TA & TP	1	LS	\$	9,000.00		\$9,000		\$0				
248	Fire Extinguishers	1.00	EA	\$	125.00		\$125		\$0				
249	Plumbing	1.00	LS	\$	66,357.00		\$66,357		\$0				
250	HVAC	1.00	LS	\$	4,500.00		\$4,500		\$0				
251	Electrical	1.00	LS	\$	9,000.00		\$9,000		\$0				
											Bldg. # 5 Total SF Cost	Original Bldg Cost \$200,437 \$ 309.44	Revised Sub-Total \$0

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OTHER MISC ITEMS							
252	Multi-Head Shower Station	2	EA	\$ 3,000.00	\$6,000		\$6,000
253	Entry Kiosk	2	EA	\$ 15,000.00	\$30,000		\$30,000
254	Sail Shade Structures	18	EA	\$ 18,000.00	\$324,000		\$279,500
255	Shade Structure @ Pool Area	1	EA	\$ 250,000.00	\$250,000		\$175,000
256	On-site Electrical	1	LS	\$ 1,171,000.00	\$1,171,000	\$1,171,000	\$1,171,000
257	DDC Controls	1	SF	\$ 60,000.00	\$60,000		\$60,000
258	Exterior Lockers	174	EA	\$ 250.00	\$43,500		\$43,500
Other Misc Total							
\$1,884,500							
Revised Sub-Total \$1,765,000							
POOL / RIDE ATTRACTION							
259	Continuous River	1	LS	\$ 3,368,635.00	\$3,368,635		\$1,218,245
260	Spring Pool	2500	SF	\$ 120.00	\$0		\$225,000
261	Wet Playground	1960	SF	\$ 125.00	\$0		\$245,000
262	Slide Receiving Pool	1710	SF	\$ 125.00	\$0		\$213,750
263	Waterslide + Tower	1	LS	\$ 850,000.00	\$0		\$589,000
264	Activity Pool	5024	SF	\$ 110.00	\$0		\$552,640
265	Play structure for Above	1	LS	\$ 325,000.00	\$0		\$325,000
266	FlowRider	1	LS	\$ 1,000,000.00	\$1,000,000		\$1,000,000
267	25Y x 50M Pool	12545	SF	\$ 120.00	\$1,505,400		\$1,057,000
268	25Y x 35M Pool						
269	Pool Decks / Deck Drain (Price is above in Site Concrete)						
270	Theming Allowance	1	LS	\$ 700,000.00	\$700,000		\$700,000
271	Subcontractor Bond Fees	1	LS	\$ 75,000.00	\$75,000		\$75,000
Pool/Ride Total							
\$6,574,035							
Revised Sub-Total \$6,125,635							
Fees Total \$75,000							
75000							
\$22,322,923							
\$20,079,520							
SUBTOTAL				\$22,322,923			\$20,079,520
CONTINGENCY				3.0%	1.00		\$669,688
MARK-UP				5.0%	1.00		\$1,034,095
SUBTOTAL							\$24,142,241
BOND COST				\$0.0066			\$159,339
GENERAL LIABILITY INSURANCE				\$0.0045			\$108,640
BOND FEE SUR-CHARGE 25%				25%			\$39,835
TOTAL BASE BID							\$24,450,055
							\$21,992,879



CONTINGENCY ALLOWANCE \$450,000 \$300,000
 Project Goal \$24,900,055 \$22,292,879

\$2,607,175.50

BASE BID	\$24,450,055
ALLOWANCE	\$ 450,000.00
Project Sub Total	\$24,900,055
Project Limit	\$25,000,000.00
\$ Over-Under Limit	\$99,945

ADDITIVE OPTION #1							
50 M COMPETITION POOL							
1	Pool Deck	2000	SF	\$ 8.00	\$16,000		
2	Site Fence	300	LF	\$ 135.00	\$40,500		
3	Pilasters	15	EA	\$ 2,300.00	\$34,500		
4	Bleachers	1675	LF	\$ 35.00	\$58,625		
5	Bleacher / Pool Shade	3928	SF	\$ 19.00	\$74,632		
6	Pool	1	LS	\$ 500,000.00	\$500,000		
7	Pool Building	776	SF	\$ 354.50	\$275,095		
SUBTOTAL							
\$999,352							
CONTINGENCY				3.0%			\$29,981
MARK-UP				5.0%			\$51,467
SUBTOTAL							\$1,080,799
BOND COST				\$0.0066			\$7,133
GENERAL LIABILITY INSURANCE				\$0.0045			\$4,864
BOND FEE SUR-CHARGE 25%				25%			\$1,783
TOTAL OPTION-1							\$1,094,579

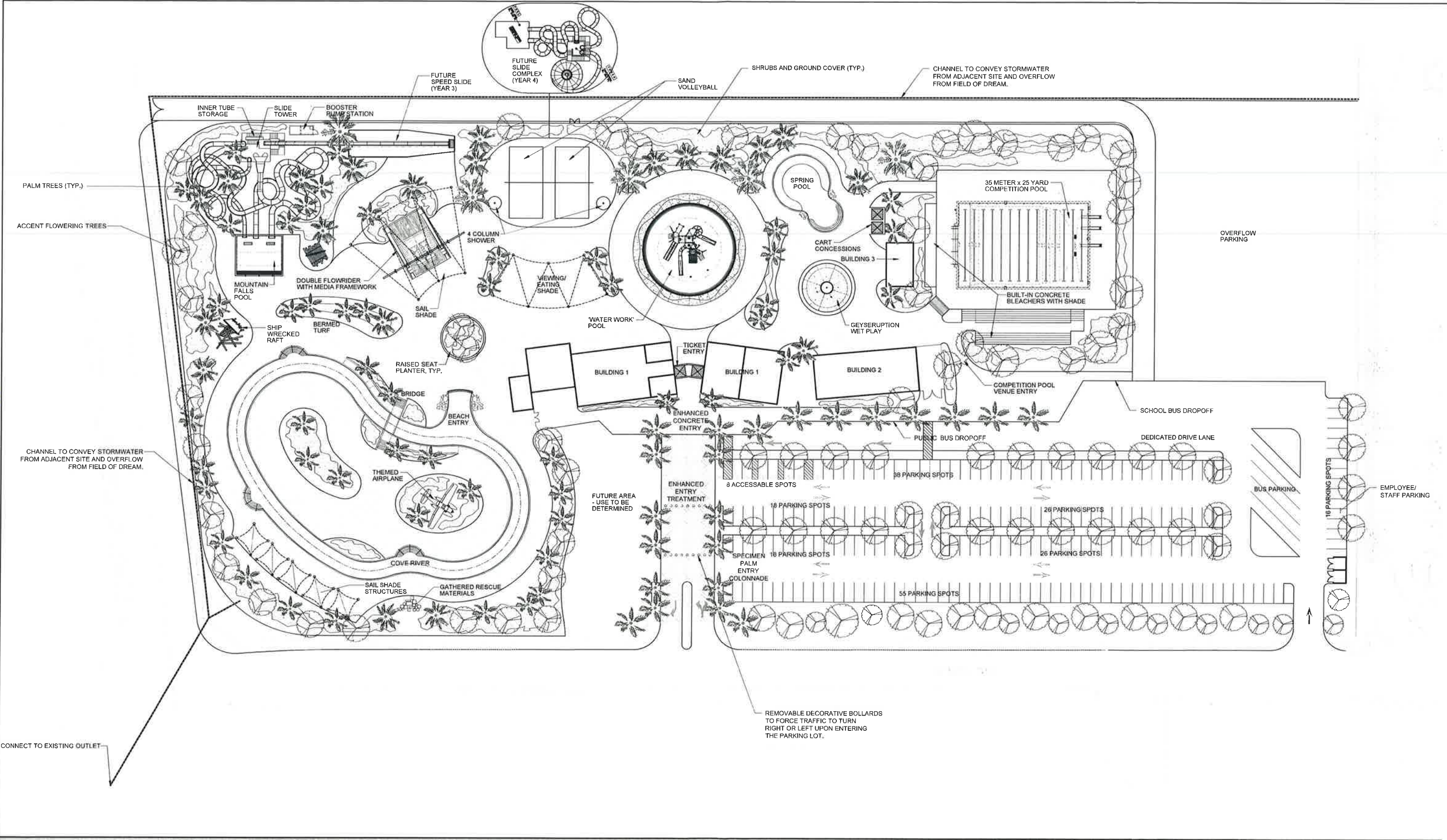
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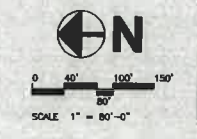
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COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY PROPOSAL FOR THE
PERRIS VALLEY AQUATIC CENTER PROJECT
 PERRIS, CALIFORNIA
T.B. PENICK & SONS, INC. / CSC+A
 SAN DIEGO, CALIFORNIA

SITE PLAN
 SCALE 1:80



SUBMISSION DATE
 16 JUNE, 2011
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**CONSULTING SERVICES AGREEMENT
FOR PERRIS VALLEY AQUATIC CENTER PROJECT
BY AND BETWEEN THE COUNTY OF RIVERSIDE
AND ALLIANT CONSULTING, INC.**

This Agreement is made and entered into this 28th day of June, 2011, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (hereinafter "COUNTY") on behalf of its Economic Development Agency (hereinafter "EDA") and Alliant Consulting, INC. (hereinafter "CONSULTANT").

WHEREAS, EDA is required by the State of California Public Contract Code 20133 to contract with a state approved third party to operate a labor compliance program in accordance with requirements outlined in Section 1771.5 of the Labor Code; and

WHEREAS, EDA has selected CONSULTANT to provide services based on their established qualifications and selection from a state pre-qualified list of consultants; and

WHEREAS, the proposed services of this Agreement include preparing and conducting a labor compliance program for the Perris Valley Aquatic Center Project (hereinafter referred to as "PROJECT").

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

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

1. DESCRIPTION OF SERVICES: CONSULTANT shall provide all facilities, transportation, and labor necessary to provide the services of a full labor compliance program including monitoring and enforcement for the PROJECT as more fully described in Exhibit "A", attached hereto and incorporated herein. Services shall cover all phases of the LCP as more specifically set forth in page 9-14 of Exhibit A, with the exception of Phase V. Hearing Phase which shall be considered additional services.

1.1 CONSULTANT represents and maintains that it has all personnel required to perform the services under this Agreement, and are skilled in the professional calling necessary to perform all services, duties and obligations required by this Agreement to fully and

1 adequately provide services for the PROJECT. CONSULTANT shall perform the services and
2 duties in conformance to and consistent with the standards generally recognized as being
3 employed by professionals in the same discipline in the State of California. CONSULTANT
4 further represents and warrants to COUNTY that it has all licenses, permits, qualifications and
5 approvals of whatever nature are legally required to practice its profession. CONSULTANT
6 further represents that it shall keep all such licenses and approvals in effect during the term of
7 this Agreement.

8 1.2 CONSULTANT shall comply will all applicable laws, ordinances, and codes
9 of the federal, state and local governments while performing the services described herein.

10 2. PERIOD OF PERFORMANCE: CONSULTANT shall commence performance
11 upon execution of this Agreement, and complete performance within two (2) years.
12 CONSULTANT will diligently and responsibly pursue the performance of the services required of
13 it by this Agreement through completion unless the work is altered by written amendment(s)
14 pursuant to Section 14, or terminated as specified in Section 9. All applicable indemnification
15 provisions in this Agreement shall remain in effect following the termination of this Agreement.

16 3. COMPENSATION: The COUNTY shall pay the CONSULTANT for services
17 performed and expenses incurred in an amount not to exceed Thirty-Seven Thousand Six
18 Hundred Twenty Dollars (\$37,620). CONSULTANT shall submit invoices to EDA on a monthly
19 basis for work completed to date based on the number of personnel hours performed in the
20 previous month in accordance with this agreement multiplied by the hourly rates set forth in
21 Exhibit "A." COUNTY/EDA shall reimburse CONSULTANT within thirty (30) days of receipt of
22 invoice.

23 3.1 In addition to the above, a request for payment for File Set Up, Pre-
24 construction services and the Annual Report costs shall be included in the appropriate monthly
25 invoice when performed
26
27
28

1 3.2 Fees for any additional services (hearing review) shall be in accordance
2 with the rates set forth in Exhibit "A", and shall require an amendment pursuant to Section 14 of
3 this agreement.

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

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

24 5.1 As respects each and every indemnification herein CONSULTANT shall
25 defend and pay, at its sole expense, all costs and fees including but not limited to attorney fees,
26 cost of investigation, and defense and settlements or awards against the Indemnitees.

1 5.2 With respect to any action or claim subject to indemnification herein by
2 CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their
3 own choice and shall have the right to adjust, settle, or compromise any such action or claim
4 without the prior consent of AGENCY; provided, however, that any such adjustment, settlement
5 or compromise in no manner whatsoever limits or circumscribes CONSULTANT'S
6 indemnification to Indemnitees as set forth herein.

7 5.3 CONSULTANT'S obligation hereunder shall be satisfied when
8 CONSULTANT has provided to Indemnitees the appropriate form of dismissal relieving
9 Indemnitees from any liability for the action or claim involved.

10 5.4 The specified insurance limits required in this Agreement shall in no way
11 limit or circumscribe CONSULTANT'S obligations to indemnify and hold harmless Indemnitees
12 from third party claims.

13 5.5 In the event there is conflict between this clause and California Civil Code
14 Section 2782 and 2782.8, this clause shall be interpreted to comply with Civil Code 2782 and
15 2782.8. Such interpretation shall not relieve the CONSULTANT from indemnifying the COUNTY
16 to the fullest extent allowed by law.

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

20 6.1 Workers' Compensation: If CONSULTANT has employees as defined by
21 the State of California, CONSULTANT shall maintain Workers' Compensation Insurance
22 (Coverage A) as prescribed by the laws of the State of California. Policy shall include
23 Employers' Liability (Coverage B) including Occupational Disease with limits not less than
24 \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of
25 the County of Riverside; and, if applicable, to provide a Borrowed Servant/Alternate Employer
26 Endorsement.

27 6.2 Commercial General Liability: Commercial General Liability insurance
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1 coverage, including but not limited to, premises liability, contractual liability, completed
2 operations, personal and advertising injury covering claims which may arise from or out of
3 CONSULTANT'S performance of its obligations hereunder. Policy shall name the County of
4 Riverside, special districts, their respective directors, officers, Board of Supervisors, elected
5 officials, employees, agents or representatives as an Additional Insured. Policy's limit of liability
6 shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance
7 contains a general aggregate limit, it shall apply separately to this agreement or be no less than
8 two (2) times the occurrence limit.

9 6.3 Vehicle Liability: If CONSULTANT'S vehicles or mobile equipment are
10 used in the performance of the obligations under this Agreement, CONSULTANT shall maintain
11 liability insurance for all owned, non-owned or hired vehicles in an amount not less than
12 \$1,000,000 per occurrence combined single limit. If such insurance contains a general
13 aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the
14 occurrence limit.

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

27 6.5 General Insurance Provisions - All lines:
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1 a. Any insurance carrier providing insurance coverage hereunder shall
2 be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII
3 (A: 8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the
4 COUNTY'S Risk Manager waives a requirement for a particular insurer such waiver is only valid
5 for that specific insurer and only for one policy term.

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

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

3 b. It is understood and agreed by the parties hereto and the
4 CONSULTANT'S insurance company(s), that the Certificate(s) of Insurance and policies shall
5 so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or
6 deductibles and/or self-insured retentions or self-insured programs shall not be construed as
7 contributory.

8 c. If, during the term of this Agreement or any extension thereof, there
9 is a material change in the scope of services or performance of work the Risk Manager reserves
10 the right to adjust the types of insurance required under this Agreement and the monetary limits
11 of liability for the insurance coverage's required herein, if; in the COUNTY Risk Manager's
12 reasonable judgment, the amount or type of insurance carried by the CONSULTANT has
13 become inadequate. CONSULTANT may terminate this Agreement if it deems that any
14 increase in the amount of insurance required herein is unreasonable.

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

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

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

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

27 8. AUTHORITY OF CONSULTANT: CONSULTANT and its agents, servants,
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1 employees and subcontractors shall act at all times in an independent capacity during the term
2 of this agreement, and shall not act as, and shall not be, nor shall they in any manner be
3 construed to be, agents, officers or employees of COUNTY, and further, CONSULTANT, its
4 agents, servants, employees and subcontractors, shall not in any manner incur or have the
5 power to incur any debt, obligation, or liability against the COUNTY.

6 9. TERMINATION: COUNTY may, by written notice to CONSULTANT, terminate
7 this Agreement in whole or in part, with or without cause, upon giving fourteen (14) days written
8 notice to CONSULTANT. COUNTY may terminate this Agreement immediately when it is
9 determined by COUNTY that CONSULTANT has breached a material provision of this
10 Agreement, or failed to timely perform services. It is understood that time is of the essence
11 under this Agreement.

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

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

25 9.3 Effect of Termination For Cause. If the termination is due to the failure of
26 CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be
27 compensated for those services which have been completed and accepted by the COUNTY. In
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1 such case, the COUNTY may take over the work and prosecute the same to completion by
2 contract or otherwise. Further, CONSULTANT shall be liable to the COUNTY for any
3 reasonable additional costs incurred by the COUNTY to revise work for which the COUNTY has
4 compensated CONSULTANT under this Agreement, but which the COUNTY has determined in
5 its sole discretion needs to be revised in part or whole to complete the services. Following
6 discontinuance of services, the COUNTY may arrange for a meeting with CONSULTANT to
7 determine what steps, if any, CONSULTANT can take to adequately fulfill its requirements
8 under this Agreement. In its sole discretion, COUNTY'S Representative may propose an
9 adjustment to the terms and conditions of the Agreement, including the contract price. Such
10 contract adjustments, if accepted in writing by the Parties, shall become binding on
11 CONSULTANT and shall be performed as part of this Agreement. In the event of termination for
12 cause, unless otherwise agreed to in writing by the parties, this Agreement shall terminate
13 immediately upon providing the Notice of Termination. Termination of this Agreement for cause
14 may be considered by the COUNTY in determining whether to enter into future agreements with
15 CONSULTANT.

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

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

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

26	COUNTY	CONSULTANT
27	Andy Frost	Christa J. Marasco, President
28	Project Manager	Alliant Consulting, INC.
	County of Riverside	555 Cajon Street, Suite A

1 3403 Tenth Street
Suite 400
2 Phone: (951) 955-6619
Fax: (951) 955-6686

Redlands, CA 92373
Phone: (909) 792-8812
Fax: (909) 747-0404

3
4 Any change in designated representatives shall be promptly reported to the other party in
5 order to ensure proper coordination of the PROJECT.

6 12. ASSIGNMENT: This Agreement shall not be assigned by CONSULTANT, either
7 in whole or in part, without prior written consent of COUNTY. Any assignment or purported
8 assignment of this Agreement by CONSULTANT without the prior written consent of COUNTY
9 will be deemed void and of no force or effect.

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

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

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

23 16. CONFIDENTIALITY: CONSULTANT shall observe all Federal, State and
24 COUNTY regulations concerning confidentiality of records. CONSULTANT shall handle all
25 requests for information as required by applicable law including California Labor Code and
26 Regulations adopted pursuant thereto.

27 17. WORK PRODUCT
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1 17.1 All data, notes, reports or other materials produced by CONSULTANT in
2 performance of the services described herein shall become and remain the property of
3 COUNTY.

4 17.2 All financial, personal, or other data and information which is designated
5 confidential shall not be disclosed by CONSULTANT to any third parties except as required by
6 State law and regulations, and shall be protected by CONSULTANT from unauthorized use and
7 disclosure.

8 17.3 CONSULTANT shall not issue any news release or public relations item
9 regarding designated confidential information, or CONSULTANTS's work under this Agreement
10 without prior review and approval by COUNTY.

11 17.4 These same requirements shall be applicable to any of CONSULTANT's
12 subcontractors, if any, providing services related to this Agreement.

13 18. RECORDS/AUDITS

14 18.1 CONSULTANT shall maintain auditable books, records and other evidence
15 pertaining to its costs and expenses under this Agreement. CONSULTANT shall maintain those
16 records for three (3) years after final payment has been made or until all pending County, State,
17 or Federal audits, if any, are completed, whichever is later.

18 18.2 Any authorized representative of the COUNTY, the State of California, and
19 the Federal government shall have access to any books, documents papers, electronic data,
20 and other records, which these representatives may determine to be pertinent to this
21 Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment,
22 or examination. These authorized representatives shall have the right at all reasonable times to
23 inspect or otherwise evaluate the work performed, or being performed, under this Agreement.

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

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

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

10 22. LEGAL REVIEWS. COUNTY may, in its sole and exclusive discretion, conduct
11 reviews to determine the legal sufficiency of any and all documents prepared by CONSULTANT,
12 by or through COUNTY counsel.

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

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

COUNTY OF RIVERSIDE

Alliant Consulting, INC.

Bob Buster
Chairman, Board of Supervisors
BOB BUSTER

Christa J. Marasco
By: Christa J. Marasco
Title: President

APPROVED AS TO FORM:
PAMELA WALLS
Agency Counsel

By: PA Keeler 6/21/11
Deputy

ATTEST:
KECIA HARPER-IHEM
CLERK OF THE BOARD

By: Kecia Harper-Ihem
Deputy



April 7, 2011

Economic Development Agency, County of Riverside
Attention: Andy Frost
3403 10th Street, Suite 500
Riverside, Ca 92501

Re: Perris Valley Aquatic Center Project Labor Compliance Consultant Services

Dear Mr. Frost;

Welcome to Alliant Consulting, Inc. Labor Compliance Monitoring. We would like to present you the following information regarding Labor Compliance Consultant Services for the Economic Development Agency, Perris Valley Aquatic Center Project. As requested, we are submitting our proposal for Labor Compliance Monitoring Services.

Alliant Consulting prefers quality over quantity which is evident in our performance. Our project and staff growth for the past 7 years has been strong but steady. We are always current with new regulation changes implemented by the Department of Industrial Relations, HOME and HUD Agencies and administer, monitor and enforce labor compliance and prevailing wage law with contractors accordingly.

Through this proposal, we trust that you will understand how Alliant Consulting has become one of Southern California's most trusted providers of Labor Compliance Consultant Services. Please feel free to contact us with any questions regarding our Labor Compliance Program and Consulting Services.

Thank you for your time and consideration. We look forward to the opportunity of working with the Economic Development Agency for the betterment of our communities.

Sincerely,

Christa J. Marasco
President
www.alliantconsulting.net



ALLIANT CONSULTING, INC.

LABOR COMPLIANCE MONITORING

Name of Firm: Alliant Consulting, Inc.

Principal Office Location: 555 Cajon Street, Suite A
Redlands, CA 92373
Telephone: (909) 792-8812 Fax: (909) 747-0404

Other Office Locations: 44815 Fig Avenue, Suite 107
Lancaster, CA 93534

4233 Spectrum
Irvine, CA 92618

Website Address: www.alliantconsulting.net

Form of Organization: California Corporation

Primary Contacts: Christa Marasco, President
Vickie Westfall, Vice President
Carla De La Cruz, Labor Compliance Director

Organization Details: 1 President
1 Vice President
1 Labor Compliance Director
1 Office Manager (FT)
1 Labor Compliance Manager (FT)
6 Labor Compliance Consultants (5 FT, 1 PT)

Services: Alliant Consulting specializes in providing Labor Compliance Program monitoring and enforcement services. No sub-consultants are used on any project.

Years in Business: Alliant Consulting has been providing Labor Compliance services for over 7 years, since the state's DIR approval of its LCP in 2003.

Principle Contact: Christa Marasco, President.

Alliant Consulting has superior knowledge of the prevailing wage and apprenticeship requirements under California law. Since LCP's were introduced on April 1, 2003, Alliant Consulting has been successfully monitoring and enforcing an LCP on more than \$1 billion of construction projects for Water Districts, Housing Authorities, School Districts, and Cities within the Southern California Region that we serve.

Alliant Consulting, Inc.

Consulting Services

Economic Development Agency Perris Valley Aquatic Center Project

Alliant Consulting recognizes the dilemmas that California Districts and Agencies are facing in becoming compliant in order to receive their proper State and Federal construction funds. Alliant Consulting provides State and Federally approved third party Labor Compliance Consultant Services to actively initiate and enforce labor compliance on behalf of the City that uses State, Federal and HUD funds on their construction projects.

Alliant Consulting knows that a Labor Compliance Program (LCP) must be approved by the Department of Industrial Relations before their implementation, enforcement on a public works construction project. Alliant presently has such a City adopted and approved LCP but can also use the Agency's own LCP as a third party consultant. Alliant Consulting encourages a team approach for the implementation and enforcement of the Labor Compliance Program and Certified Payroll Review (CPR) Services, working in concert with the staff of the Agency and contractor/subcontractor representatives to ensure the applicable legal requirements for both sides are met.

While Alliant Consulting's primary focus is on the LCP implementation and enforcement and CPR review, our staff (with bilingual capabilities) is familiar with State and Federal laws and regulations. Alliant Consulting has strong knowledge and dedication to enforcement concerning the Labor Code, Public Contract Code, Apprenticeship Standards, California Code of Regulations and OSHA standards, all of which aid in their monitoring and enforcement duties.

Alliant Consulting has superior knowledge of the prevailing wage and apprenticeship requirements under California law. Since LCP's were introduced on April 1, 2003, Alliant Consulting has been successfully monitoring and enforcing a LCP on more than \$1 billion of construction projects for Housing Authorities, Water Districts, School Districts, Counties and Cities within the Southern California Region that we serve.

Alliant Consulting Labor Compliance Consultant Services can help solve the problems that many Agencies face in all aspects of the LCP process from concept to completion in their construction projects. Alliant Consulting has never been removed from or replaced on a project and has always adhered to schedule and budget. Our quality on such projects and cooperation with Agency personnel is evidenced by our client's repeated use of Alliant Consulting to provide Labor Compliance enforcement on their projects.

Personnel Assigned to the Agency

The primary contact for the Perris Valley Aquatic Center Project will be the assigned Labor Compliance Director/Manager who in conjunction with her other duties will function as a liaison between the Agency and the Alliant Consulting team. One Labor Compliance Consultant will be assigned to every \$35 million worth of work. The project will be managed from our Redlands, CA office, but also can utilize the resources of the other Alliant Consulting offices in Lancaster and Irvine, CA as required.

Management

At the helm of Alliant Consulting is a group of management professionals who each have established careers in the construction industry. Most of these individuals began their careers in the field and have specific, first hand knowledge of the trades and field operations. This allows our management staff to provide knowledgeable leadership to the various project teams and remain proactively involved in the day to day operations of each project, assuring their timely progress and completion.

As building and maintaining long-term client relationships is a cornerstone of Alliant Consulting's success, we know that it can only be achieved by offering unparalleled service to clients and continued training to employees. Through ongoing training programs and active participation State and Federal workshops, CASH (Coalition for Adequate School Housing) and CASBO (California Association of School Business Officials), the Alliant Consulting team stays up to date on new and upcoming developments in the Federal funding process and the legal requirements for modernization and new construction programs.

Alliant Consulting Principal Members Dedicated to Labor Compliance Enforcement



CHRISTA J. MARASCO
President, Alliant Consulting, Inc.

Christa J. Marasco is an experienced labor compliance expert whose company focuses on monitoring and enforcing prevailing wage laws on publicly funded construction projects in the state of California. As President of Alliant Consulting, Inc., she developed and oversees the Department of Industrial Relations (DIR) approved Labor Compliance Program (LCP) to actively monitor and enforce an LCP on behalf of awarding agencies such as School Districts, Housing Authorities, Water Utility Agencies and Cities to ensure proper payment of prevailing wages and benefits, use of registered Apprentices, payment of taxes, proper licensing, proper classification and payment of overtime and holiday pay.

Ms. Marasco has been involved in public works construction and in charge of certified payroll compliance for over ten years, owning her company for seven. Her experience includes working with general and electrical contractors and State, Federal, and Local authorities within five counties in Southern California. Ms. Marasco oversees a staff of 12 people in two offices and is involved in every aspect of the Company, overseeing the compliance process from pre-bid through the hearing and wage/penalty collection phases.

In addition to attending dozens of training workshops and seminars over the past eight years, Ms. Marasco has held presentations and led workshops regarding labor compliance enforcement for the Associated General Contractors of America, the Coalition for Adequate School Housing, the California Association of School Business Officials, the National Association of Women in Construction and for multiple contractors and public agencies.

Education

Azusa Pacific University
University of Pittsburgh

Professional Affiliations

Coalition for Adequate School Housing (CASH)
California Association of School Business Officials (CASBO)
National Association of Women in Construction (NAWIC)
CASH Board Working Group on Labor Compliance
Institute of Journalism, Washington, D.C.
Leadership Moreno Valley

Contact Information

Address: 555 Cajon Street, Suite A, Redlands, CA 92373
Phone: 909-792-8812, Fax: 909-747-0404, Email: Christa@alliantconsulting.net



Vickie Westfall
Vice President

Vickie is responsible for the operations of the Lancaster office and all Labor Compliance Projects in the La County region including Lancaster, Wilsona, and Eastside Union School Districts. She is also responsible for enforcing Labor Compliance within the Imperial, McCabe Union and Corona-Norco Unified School Districts. Vickie conducts pre-bid presentations and pre-construction conferences, reviews certified payroll, investigates and audits documents and correspondence for possible errors. She visits projects to conduct site interviews for the Labor Compliance Program. Vickie's almost 6 years of Labor Compliance experience ranges from going through the entire audit process including the hearing phase while working closely with the State. Vickie has over ten years of customer service experience and nine years of office management experience, including five years of construction management / payroll administration experience. Vickie has a Bachelor of Science Degree from the University of Southern California. She has continued her education with various enrichment courses at the local community college. She is a member of California for Adequate School Housing (CASH), and the California Association School Business Officials (CASBO).



Carla De La Cruz
Labor Compliance Director

Carla is currently monitoring all Labor Compliance projects in the San Bernardino, Riverside, Imperial and Orange County areas where Alliant Consulting is acting as Labor Compliance Officer. These school districts include: Saddleback Valley, Chino Valley, Rim of the World, Beaumont, Magnolia, Brawley and Seeley Union school districts. Aside from the school district, Carla is responsible for overseeing labor compliance with other public awarding agencies including Coachella Valley Housing Coalition, Inland Empire Water Utilities Agency, East Valley Water District, and Linc Housing Development. Currently as Labor Compliance Director, she is responsible for ensuring compliance requirements for the different types of funding (Section 3, Section 8, HOME, HUD, ARRA, TCAC, and CDBG), reviewing Certified Payroll Reports, verifying that the appropriate Prevailing Wage rates are paid, looks at possible errors for audit and ensuring that contractors are compliant. In addition, she conducts site interviews, attends pre-bid, pre-con and Agency meetings, and conducts prevailing wage consultation services to contractor and/or private companies. Carla has five years experience in labor compliance from going through the audit and investigation process to submitting report of action to the State Labor Commissioner. Carla is a licensed Notary Public and has a Bachelor of Science Degree in Accounting.

Experience and Client References

Alliant Consulting prefers quality over quantity which is evident in our performance. Our project and staff growth for the past 7 years has been strong but steady. Alliant Consulting will not take on a project that it cannot complete in a timely manner. Additional staff members will be hired and trained before Alliant Consulting will accept a new project should the project be anticipated to be large enough to be straining the resources of the existing staff. We strive to keep a seven day maximum timeframe of certified payroll review and have never had work we could not complete.

City of Redlands

Ross Whitman, Utilities Project Specialist
35 Cajon Street, 15A
P: (909) 798-7584 ext. 7
F: (909) 798-7670

LINC Housing Corporation

Allison Riley, Project Manager
110 Pine Avenue
Palmdale, CA 93591
P: (562) 684-1120
F: (562) 684-1137

Moreno Valley Unified School District

Josie Ripoly, Director of Purchasing
25634 Alessandro Blvd.
Moreno Valley, CA 92553
P: (951) 571-7500
F: (951) 571-7539

East Valley Water District

Gary Sturdivan, Safety & Regulatory
3654 E. Highland Avenue, Suite 18
Highland, CA 92346
P: (909) 888-8986
F: (909) 383-1481

Rim of the World Unified School District

Debbie Quinones, Facilities Director
27315 N. Bay Road
Lake Arrowhead, CA 92352
P: (909) 336-4168
F: (909) 336-4152

Coachella Valley Housing

MaryAnn Ybarra, Project Manager
45-701 Monroe Street, Suite G
Indio, CA 92201
P: (760) 352-3571
F: (760) 342-6466

City of Cathedral City

Steve Johnson, P.E.
Desert Water Agency
68-700 Avenida Lalo Guerrero
Cathedral City, CA 92234
P: (760) 398-4971
F: (760) 398-2651

Corona-Norco School District

Don Lussier, Director of Facilities
2820 Clark Avenue
Norco, CA 92860
P: (951) 736-5045
F: (951) 736-5047

Coachella Valley Water District

Brian Fogg, Water Engineer
P.O. Box 1058
Coachella, CA 92236
P: (760) 398-2651
F: (760) 391-9637

Inland Empire Utility Agency

Scott Johnson, Project Manager
6075 Kimball Ave.
Chino, Ca 91709
P: (909) 993-1625
F: (909) 993-1989

Alliant Consulting, Inc.

Experience and Client References

Chino Valley Unified School District
Carol Vernava, Director of Purchasing
5103 Riverside Drive
Chino, CA 91710
P: (909) 628-1201
F: (909) 548-6025

Magnolia Union School District
Blaine Smith, Superintendent
4502 Casey Road
Brawley, CA 92227
P: (760) 344-2494
F: (760) 344-8584

Beaumont Unified School District
Greg Bowers, Exec. Dir. Facilities Planning
500 Grace Avenue
Beaumont, CA 92223
P: (909) 845-1631
F: (909) 845-2039

Heber Elementary School District
Jaime Silva, Superintendent
1052 Heber Avenue
Heber, CA 92243
P: (760) 337-6530
F: (760) 353-5338

Brawley Union High School District
Karen Laughrin, Chief Fiscal Officer
480 North Imperial Avenue
Brawley, CA 92227
P: (760) 312-6080
F: (760) 344-9520

Imperial Unified School District
Madeline Willis, Superintendent
219 North "E" Street
Imperial, CA 92251
P: (760) 355-3200
F: (760) 355-4511

Westmorland Union School District
Mona Smith, Director of Business
200 South "C" Street
Westmorland, CA 92281
P: (760) 344-4364
F: (760) 344-1294

McCabe Union School District
Amanda Brooke, Superintendent
701 W. McCabe Road
El Centro, CA 92243
P: (760) 352-5443
F: (760) 352-6812

Seeley Union School District
Jon LeDoux, Superintendent
1812 W. Rio Vista Street
Seeley, CA 92273
P: (760) 352-3571
F: (760) 352-1629

Eastside Union School District
Raj Rajumaker, Assistant Super
45006 30th Street East
Lancaster, CA 93535
P: (661) 946-2813
F: (661) 946-8211

All Inclusive Services

1. Education Phase

1. Competitive Bidding

Alliant Consulting will review project specifications for compliance with current labor regulations and requirements. Alliant Consulting shall assist the Agency in developing language for their bid advertisements and invitations to include the requirements of a Labor Compliance Monitoring. Alliant shall conduct or attend a pre-bid meeting to clarify the Prevailing Wage requirements for each project, distribute introductory packets to prospective bidders, and answer Contractors' and the Agency's questions regarding the Labor Compliance Monitoring and enforcement.

2. Pre-Construction Meeting

Alliant Consulting shall conduct or attend a job start meeting with the Prime Contractor, all listed subcontractors, and a representative of the Agency. At this meeting, the applicable federal and state requirements and the contractual obligations of Labor Compliance will be discussed, and a summary of the requirements will be signed by representatives of the Prime Contractor, all subcontractors, Agency, and Alliant. A copy of project-specific related documents, as well as applicable blank forms, Prevailing Wage posters and determinations, meeting minutes, and attendance record will be distributed to the Agency, and the applicable forms to the contractor.

3. Outreach Activities

In addition to presentations at all job start meetings, Alliant Consulting shall provide in-service training to Agency personnel regarding payroll collection and review, and enforcement. Alliant shall also periodically conduct workshops with contractors interested in public works projects.

II. Monitoring and Review Phase

4. Collection and Review of Compliance Documentation

Alliant Consulting shall perform all labor compliance documentation in accordance with State, Davis-Bacon and related Acts. Alliant Consulting will perform all compliance documentation in accordance with the contract and project funding. Alliant Consulting will request and ensure receipt of labor compliance required documents and weekly certified payroll records of all workers from the Contractor on each project. The listed wage rate for every worker will be compared to the prevailing wage rates posted by the Department of Industrial Relations or Davis-Bacon for each trade and work classification. Apprenticeship hours will also be checked to ensure proper standards are met; also Fringe Benefit Statements and Payroll Authorization for Deductions will be requested and reviewed. Any discrepancies, omissions, or inaccuracies in the submitted payrolls will be noted, and Alliant shall request, via certified mail, immediate clarification, or correction from the Contractor. On-going, regular communication with the Contractors and the Awarding Body is intended to help keep violations to a minimum. However, the Agency will receive Monthly Compliance Letters from Alliant Consulting on behalf of the project stating the project for the specific month is compliant and coordinate with the city staff the withholding of progress and/or retention payments if contractor fails to abide by labor compliance requirements.

5. Site Monitoring

Alliant Consulting shall obtain work schedules from the Contractor or Project Manager for the project and provide them to site monitors in order to better coordinate site visits and increase efficiency, while minimizing impact on the productivity of the workers. Site interview forms will be provided to the monitors for their use in conducting random work site interviews with 2-3 workers per contractor.

Alliant Consulting will perform necessary labor compliance interviewing of employees on site, using appropriate forms and collection of proper work classifications weekly as mandated by State and Federal Regulations or more often as necessary to investigate possible violations or claims filed by workers. Alliant also will verify documents, job-site posting of wage rate information and labor compliance posters. Alliant shall enter the information collected during these on-site interviews into a database for future reference and for use in performing audits of the payroll records, if necessary.

III. Audit and Investigation Phase

6. Investigation, Audit of Certified Payrolls and Compliance Documentation

Alliant Consulting shall promptly investigate any unresolved violations or claims of inadequate payment of wages or fringe benefits made by workers. Paycheck stubs, time cards, daily logs, and any other applicable payroll records may be requested from the Contractor and subcontractors, and will be compared with the submitted certified payrolls for that project. Alliant shall conduct additional worker interviews, and maintain an open line of communication with workers on the project site in question. In addition to investigating payment of prevailing wage rates and benefits, Alliant shall audit workers' compensation insurance coverage, apprenticeship training, and trust contributions, work hour records including overtime wages, and illegal taking of wages (kickbacks). Alliant also enforces Apprentice law pursuant to CA Labor Code 1777.5. Should there be a continuous failure by a contractor to stay in compliance; Alliant will request special action to be taken.

IV. Enforcement Phase

7. Report to DIR/DOL

In the event that a violation is not remedied within 10 days of notification to the Contractor, Alliant shall prepare a report to the DIR describing the alleged violation, including the audit forms, and supporting documentation. The report will be accompanied by a Notice of Transmittal of the violation, as well as a recommendation for withholding of payments and penalties, if applicable. The affected Contractor and the Agency will also receive a copy of this report, along with a Notice of Right to Review Evidence.

In the event that a Contractor is found to have committed a willful violation of the Labor Code, Alliant may also submit a report to The Agency and Labor Commissioner recommending debarment of that Contractor from bidding on or being awarded any public works contract for up to three years.

When the Project is completed and Notice of Completion is filed, Alliant Consulting will submit completed project labor compliance project files with complete Federal, State, HUD, and Section 3 compliance documents for retainage.

8. Withholding and Forfeiture

Upon approval of the amount of forfeiture, including underpayments and penalties, by the Labor Commissioner, Alliant Consulting shall authorize the withholding of contract payments to the Contractor. Alliant shall send, by certified mail, a Notice of Withholding of Contract Payments to the Contractor and DIR, as well as a Notice of Right to Review in Formal Hearing to the Contractor.

V. Hearing Phase

9. Hearing Review

Upon receipt of a Notice of Right to Review, a Contractor may request a formal hearing to review the withholding of contract payments. Alliant Consulting shall collect and transmit to DIR the appropriate documentation, and work with the attorneys to properly prepare for the review. Alliant shall represent the Agency at pre-hearing conferences, settlement meetings, and formal hearings, as necessary, to bring the matter to conclusion. The Agency's own attorney may be required in this case as Alliant is not a legal firm. Alliant Consulting will do everything possible to prevent a case from entering a Hearing Phase.

VI. Report Phase

10. Annual Report to DIR/ Reports to HUD

Alliant Consulting shall submit to the Director of DIR, on behalf of each participating Agency, an annual report on the operation of the Labor Compliance Program within sixty (60) days after the close of its fiscal year. The annual report shall contain, at the minimum, the following information:

1. The number of public works contracts awarded using Bond Act funds, and their total value;
2. A summary of wages due to workers resulting from failure by contractors to pay prevailing wage rates, the total amount withheld from money due to the contractors, and the total amount recovered by action in any court of competent jurisdiction;
3. A summary of penalties and forfeitures imposed and withheld, or recovered in a court of competent jurisdiction;
4. The number, description, and total value of contracts awarded that are exempt from requirements of payment of prevailing wages, if any.

Alliant Consulting, Inc. has never in its history been terminated or replaced by another firm on any project or failed to complete a project. Projects are completed on time and within budget unless affected by factors beyond our control such as noncompliant contractors who are taken through the Hearing process.

Alliant Consulting, Inc. a privately held financially sound, profitable firm, has grown carefully and steadily over a 7 year period utilizing sound, conservative accounting procedures. Financial Statements, provided upon request, are prepared by 180 Business Solutions of Foothill Ranch California.

Alliant Consulting has developed a number of different fee structures due to the variety of services required by the Awarding Body with whom Alliant Consulting is currently contracted to perform Labor Compliance Consultant Services. Alliant Consulting first must evaluate the Awarding Body's needs and then developing a staffing plan to meet those specific tasks. The types of contracts vary as well, with some involving only one project, while others encompass several individual construction and modernization projects within a single contract. The fee schedule below coincides with the **Proposed Method to Accomplish Work**, attached.

Self-Performing

For the Awarding Body that Self Performs the tasks associated with their Labor Compliance Program, Alliant Consulting would support the Awarding Body in providing training, program set-up assistance and on-call management support. Alliant Consulting would remain available to the Self-Performing Agency on the on-call basis throughout the lifecycle of their program. Fees for these services would be based on the hourly rate of \$55 per hour, plus direct material and travel expenses, at cost.

Staff Augmentation Support

For the Awarding Body wishing to utilize their 3rd party consultant for only a portion of the Scope of Work detailed in the Proposed Method to Accomplish the Work, Alliant Consulting will charge a start-up fee and a rate of \$55 per hour, plus direct material and travel expenses, at cost.

Outsource All LCP Services

For the Awarding Body wishing to out-source all of the LCP activities to their 3rd party consultant, Alliant Consulting has developed the following tables show the proposed fee schedule, based on the total dollar amount of the contract. Please keep in mind that construction schedules, scope of work and determined levels of inspection may alter the cost of the estimate. Outsourcing includes the Education Phase, Monitoring and Review Phase, the Site Monitoring, the Audit and Investigation Phase, the Enforcement Phase and the Annual Report Phase in the attached Proposed Method to Accomplish Work. Outsourced fees are inclusive of all costs and materials to implement and enforce a Labor Compliance Program on a construction project, including travel within 60 miles of our office in Redlands, Lancaster or Irvine. Additional miles will be billed at a rate of \$0.60 per mile. Should the LCP consultant contract be for multiple of projects, then all mileage fees will be waived.

Alliant Consulting, Inc.

Fee Schedule Perris Valley Aquatic Center Project

For full Prevailing Wage Monitoring and Enforcement, Alliant Consulting's fee is based on the following:

File Set Up / Pre-Construction Meeting / Annual Report Process Fee: \$1,500

Payroll Review, Correspondence: \$52.00 / hr for est. 10 hours per week for 56 weeks duration = \$29,120.00

Weekly site interviews and summaries: \$125 per week for 56 weeks duration = \$7,000.00

Estimated Not to Exceed Amount: \$37,620.00

*This fee schedule and not to exceed proposal is good for one year, and is good for this project only. It is based on a full project audit and LCP implementation for the above mentioned project. It is based on an estimated construction cost of \$23,000,000 and fifty six (56) weeks in duration. For extension of services past existing requirements, Alliant Consulting will honor the same hourly amount but the Not to Exceed amount will be changed to reflect the changes in Scope of Work. **

Alliant Consultings' monitoring cost will cover full review of certified payroll, ongoing communication to affected parties for resolution of any issues, issuance of reports to the state for non-compliance if necessary, site interviews and routine compliance reports as mandated by the Awarding Agency.

Fees for Hearing Review

Should a case be prepared by Alliant for withholding and/or litigation that leads to a Hearing for a noncompliant contractor over the normal Scope of Work due to Hearing, it will result in additional costs of \$65 per hour, plus direct material expenses. These costs will not be included unless there is a case where a litigation package must be prepared for the State's formal review of forfeitures and withholding. Every effort will be made by Alliant Consulting to keep the Contractor in compliance with the laws of the Labor Codes in California.

Menu of Services

Alliant Consulting estimates 30 personnel hours for Phase I Education activities. Phase II requires approximately two to three hours per week for payroll review and for every ten workers, and ten hours per month of site monitoring for every ten workers, including travel time. Personnel hours required for Phase III Audit and Investigation, Phase IV Enforcement, Phase V Hearing Review and Phase VI Annual Report are dependent upon the compliance of the Contractors on each project.

All services listed in the Proposed Method to Accomplish Work, will be provided solely by Alliant Consulting.

EXHIBIT D

PROPOSAL PACKET

Exhibit D-1 Proposal Form
Exhibit D-2 Subcontractor Listing
Exhibit D-3 Proposal Bond
Exhibit D-4 Non-Collusion Affidavit

EXHIBIT D-1 PROPOSAL FORM

SECTION I – PROPOSAL FORMS

DESIGN AND CONSTRUCTION PROPOSAL

TO THE BOARD OF SUPERVISORS Date OF RIVERSIDE COUNTY Proposer

The undersigned, having carefully examined the proposed site and the Request for Proposals, the Instructions to Proposers, Proposal/Project Timeline, the Qualification Documents, the Proposal Forms, the Bond Forms, the General Conditions, and the Technical Conditions, for the Design and Construction of the Perris Valley Aquatic Center, Perris, California, hereby proposes and agrees to furnish all design, tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the construction in strict conformity with the Project Manual, including all work specified in Addenda numbered and dated:

Addendum No. 1 Date 05/16/2011

Addendum No. 2 Date 05/20/2011

Addendum No. 3 Date 05/24/2011

4 04/24/2011

Proposals must be submitted on all Items. Failure to Propose on all Items may result in the Proposal being deemed non-responsive.

For the total sum including all applicable taxes, permits and licenses as follows:

1. Total Construction: \$ 22,702,605 (Lump Sum Proposal Price in Figures)
(Lump Sum Proposal Price in Words) Twenty two million, seven hundred two thousand, six hundred five

2. Total Design: \$ 1,747,450 (Lump Sum Proposal Price in Figures)
(Lump Sum Proposal Price in Words) One million, seven hundred forty seven thousand, four hundred fifty

3. Total County Design Completion Allowance: \$ 450,000.00 (four-hundred and fifty thousand dollars and no cents).

3. Total Design & Construction Base Bid inclusive of Total Construction, Design and County Design Allowance \$ 24,900,056 (Lump Sum Proposal Price in Figures)
(Lump Sum Proposal Price in Words) Twenty four million, nine hundred thousand, fifty six

Contract Duration: 610 calendar days

Provide Breakdown of Total Lump Sum Proposal Price on the following page:

PROPOSAL PRICE DETAIL

PROPOSER: T.B. Penick & Sons, Inc.

DATE: 06/01/2011

PROJECT TITLE: Perris Valley Aquatics Center, Perris, CA

The undersigned proposer hereby offers, in the amount stated below, to furnish all labor, materials, tools, equipment, apparatus, facilities, transportation, and permits for the design and construction of the Perris Valley Aquatics Center, Perris, CA in accordance with all the requirements of the Request for Proposal.

1. Design	\$ <u>1,624,950</u>
2. Preconstruction/ (non-design)	\$ <u>122,500</u>
3. Offsite Site Development	\$ <u>3,604,723</u>
4. On-Site Site Development	\$ <u>10,458,900</u>
5. Recreation Pools	\$ <u>4,368,635</u>
6. Competition Pool	\$ <u>1,505,400</u>
7. Aquatic Building 'A' and Support Buildings	\$ <u>2,764,948</u>
8. County Design Completion Allowance	\$ 450,000.00
9. Project Total	\$ <u>24,900,056</u>
10. Life Cycle Cost Alternate Roofing System Deduct Price of RFP Step 2 Criteria Roofing System @ Aquatic Building 'A'	< \$ <u>72,138</u> >
Price of DBE Proposed Life Cycle Cost Alternate Roofing System per Step 2 RFP, Section 2.5.1 Tab 5	\$ <u>68,932</u>
11. Compensable Delay Daily Rate wherein the terms of Compensable delay are determined to have affected the project's critical schedule	\$ <u>1,850</u>

Signature

Print Name Marc E. Penick, Chief Executive Officer

Date 06/01/2011

PERRIS VALLEY AQUATIC CENTER
REQUEST FOR PROPOSALS

ADDENDUM 1
MAY 16, 2011

SECTION II – PROPOSAL FORMS

AWARD OF CONTRACT

The undersigned fully understands that a Contract is formed upon the acceptance of this proposal by the Owner, and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the contract together with the required labor, material and performance bonds, and insurance policies.

BID GUARANTEE

The enclosed certified or cashier's check or proposer's bond on approved form, made payable to the Owner in the amount of ten percent (10%) of the total proposal including all additive alternates submitted herewith, is hereby given as a guarantee that the Proposer will execute and deliver the above mentioned written memorial and required bonds if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the Owner as a result of such failure or refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said Principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the Principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

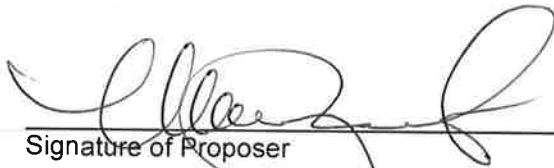
In accordance with The Owner's REQUEST FOR PROPOSALS, the undersigned PROPOSER hereby proposes to furnish all materials, equipment, tools, labor and incidentals required for the above stated project as set forth in the Proposal Documents and any addenda thereto, and to perform all work in the manner and time prescribed therein.

PROPOSER declares that this proposal is based upon careful examination of the site, Request for Proposals, Exhibits and Addendum(s), Instructions to Proposers, and all other contract documents. If this proposal is accepted for award, PROPOSER agrees to enter into a contract with Owner at the lump sum prices set forth. PROPOSER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to Owner of the PROPOSAL BOND accompanying this proposal.

PROPOSER understands that a proposal is required for the entire work. It is agreed that the lump sum prices bid include all appurtenant expenses, bonds, taxes, royalties, transportation and fees.

If awarded the Contract, the undersigned further agrees that in the event of the PROPOSER'S default in executing the required contract and filing the necessary bonds and insurance certificates within four (4) calendar days after the date of the Owner's notice of award of contract to the PROPOSER, the proceeds of the security accompanying this bid shall become the property of the Owner and this proposal and the acceptance hereof may, at the Owner's option, be considered null and void.

The Economic Development Agency reserves the right, after opening the proposals, to reject all proposals or to make an award to the lowest responsive, responsible Proposer.



Signature of Proposer

06/01/2011

Date

Name of Proposer: T.B. Penick & Sons, Inc.

Type of Organization: General Contractor

Signed By: Marc E. Penick

Title of Signer: Chief Executive Officer

Address of Proposer: 15435 Innovation Drive, Ste 100
San Diego, California 92128

Telephone Number (___) 858-558-1800 FAX Number (___) 858-558-1821

Contractor's License Number 185381 Classification A, B

Expiration Date (Proposer certifies under penalty of perjury that the license information herein is true.) 05/31/2012

If Proposer is a corporation, and signer is not President or Secretary, attach certified copy of Bylaws or resolution authorizing execution. If Proposer is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If Proposer is not an individual, list names of other persons authorized to bind the organization.

EXHIBIT D-2

SUBCONTRACTOR LISTING

All subcontracts that are not listed by the DBE in accordance with Public Contract Code section 20133 shall be awarded by the DBE. Specifically California Public Contract Code Section 20133(f) requires that all subcontractors not listed by the Design-Builder in its submission in response to the Request for Proposals be awarded in accordance with the design-build process set forth by the County. The County process allows the selection of subcontractors based upon the best value to the Project and requires the Design-Builder do both of the following: (1) Provide public notice of the availability of work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process of the County and (2) Provide a fixed date and time on which the subcontracted work will be awarded in accordance with the procedure established pursuant to Public Contract Code Section 20133(f).

The Design-Builder shall list its Subcontractors, and shall make no substitution except in accordance with Public Contract Code Sections 4100 et seq. ("Subcontractor Listing Law"). As soon as practicable after award of the Contract, Design-Builder shall provide County with the description of work, name of Subcontractor, business phone and address and contact person for each Subcontractor performing Work on the Project and shall continuously update the County upon selection of each Subcontractor not required to be listed pursuant to the Subcontractor Listing Law.

Substitution Process. Any request of the Design-Builder to substitute a listed Subcontractor will be considered by the County only if such request is in strict conformity with this Paragraph 3.14 and California Public Contract Code Section 4107. All costs and fees incurred by the County in the review and evaluation of a request to substitute a listed Subcontractor shall be borne by the Design-Builder; such costs and fees may be deducted by the County from the Contract Sum then or thereafter due the Design-Builder.

EXHIBIT D-2

LIST OF SUBCONTRACTORS

Designation of subcontractors in compliance with section 4101 of the government code, the Undersigned submits the following list of each subcontractor, know at the time of design-build proposal submittal, who will perform work or labor or render services as part in or about the construction in an amount in excess of 1/2 of 1% of said total bid.

Note: Repeat this page for additional subcontractors:

<u>WORK</u>	<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>LICENSE NO.</u>
Plumbing	Mark Harris Plumbing	1830 Gillespie Way Suite 104 El Cajon, CA 92020	# 605808
HVAC	Commercial Air Systems	13525 E. Los Cocheros Rd. El Cajon, CA 92021	# 823337
Electrical	Helfer's Electric Co.	1268 Greenfield Dr. El Cajon, CA 92021	# 873567

EXHIBIT D-3 PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned
T.B. Penick & Sons, Inc. , as Principal, and*as Surety are hereby held and firmly
bound unto the Economic Development Agency, hereinafter called the "Owner", in the sum of
Ten Percent of Bid Amount dollars (\$**) for the payment of which sum, well and truly to be
made, were hereby jointly and severally bind ourselves, our heirs, executors, administrators,
successors and assigns. *Safeco Insurance Company of America

**10% of Bid Amount

WHEREAS, the said Principal is herewith submitting its proposal for the design and construction
of the Perris Valley Aquatic Center, Perris, California.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall
be awarded the contract upon said proposal and shall, within the required number of days after
the notice of such award, execute a written memorial of the awarded contract and submit the
required labor and material and faithful performance bond, then this obligation shall be null and
void; and in the event that the Principal fails and/or refuses to execute and deliver said
documents this bond will be charged with the costs of the damages experienced by the Owner
as a result of such refusal, including but not limited to, publication costs, the difference in money
between the amount of the bid of said Principal and the amount for which the obligee may legally
contract with another party to perform the said work if such amount be in excess of the former,
building lease or rental costs, transportation costs, and additional salary costs that result from
the delay due to the Principal's default on the awarded contract. In no event, however, shall the
surety's liability exceed the penal sum hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety
and its bond shall be in no way impaired or affected by any extension of the time within which
the Owner may accept such bid; and said Surety does hereby waive notice of any such
extension.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this day of ***2011_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

***May 25

T.B. Penick & Sons, Inc.

By: 

Business Address
15435 Innovation Drive, Suite 100, San Diego, CA 92128

Safeco Insurance Company of America

Attest: Surety

By: 

Sarah Myers, Attorney-In-Fact

Business Address By (Affix Corporate Seal)
330 N. Brand Blvd., Suite 500, Glendale, CA 91203

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of San Diego }

On MAY 25 2011

Date

before me, H.L. Martinez, Notary Public

Here Insert Name and Title of the Officer

personally appeared Sarah Myers

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing:
Surety Company

Signer's Name: _____

- Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing:

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

**SAFECO INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS: That Safeco Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **JAMES BALDASSARE, JR., LAWRENCE F. MCMAHON, MARIA WHITECAGE, SARAH MYERS, CHARLOTTE AQUINO, ALL OF THE CITY OF SAN DIEGO, STATE OF CALIFORNIA**.....

....., each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **ONE HUNDRED MILLION AND 00/100***** DOLLARS (\$ 100,000,000.00*****)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Execution of Contracts: Section 12. Surety Bonds and Undertakings.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, Garnet W. Elliott, Assistant Secretary of Safeco Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Safeco Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 14th day of September, 2010.



SAFECO INSURANCE COMPANY OF AMERICA

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 14th day of September, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Safeco Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Safeco Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Safeco Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of Safeco Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Safeco Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

MAY 25 2011

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this _____ day of _____, _____.



David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-519-832-8240 between 9:00 am and 4:30 pm EST on any business day.

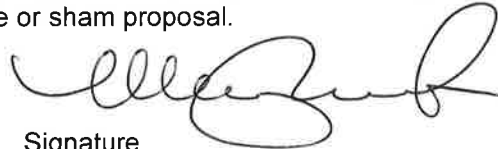
EXHIBIT D-4

NON-COLLUSION AFFIDAVIT

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY PROPOSER AND
SUBMITTED WITH THE PROPOSAL**

Marc E. Penick, Chief Executive Officer, being first duly sworn,
deposes and says:

That he or she is of T.B. Penick & Sons, Inc. the party making the foregoing proposal; that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.



Signature

Subscribed and sworn to before me this 01 day of June, 2011

Please see attached

Signature of officer administering oath

NOTE:

Execution of this affidavit must be acknowledged before a Notary Public and Notary's certificate of acknowledgement must be attached.

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1–6 below)
 See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Signature of Document Signer No. 1 _____ Signature of Document Signer No. 2 (if any) _____

State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me
on this 1st day of June, 2011,
by _____
(1) Marc Penick,
Name of Signer



proved to me on the basis of satisfactory evidence
to be the person who appeared before me (.)
(and)
(2) _____
Name of Signer

Place Notary Seal Above

proved to me on the basis of satisfactory evidence
to be the person who appeared before me.)
Signature Mary T. Simpson
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1
Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here

EXHIBIT D-4

NON-COLLUSION AFFIDAVIT

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY PROPOSER AND
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Marc E. Penick, Chief Executive Officer, being first duly sworn,
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That he or she is of T.B. Penick & Sons, Inc. the party making the foregoing proposal; that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.



Signature

Subscribed and sworn to before me this 01 day of June, 2011

Please see attached notary form

Signature of officer administering oath

NOTE:

Execution of this affidavit must be acknowledged before a Notary Public and Notary's certificate of acknowledgement must be attached.

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**CONSULTING SERVICES AGREEMENT
FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE
PERRIS VALLEY AQUATIC CENTER PROJECT
BY AND BETWEEN THE
THE COUNTY OF RIVERSIDE
AND GKK WORKS**

This Agreement is made and entered into this 28th day of June, 2011, by and between the COUNTY OF RIVERSIDE, on behalf of the Economic Development Agency (EDA), a political subdivision of the State of California, herein referred to as ("COUNTY"), and GKK WORKS, duly licensed as an Architect and/or Architectural Professional Corporation under the laws of the State of California, herein referred to as ("CONSULTANT").

WHEREAS, the current proposed site for the PERRIS VALLEY AQUATIC CENTER will provide essential and necessary recreational services for the growing community of Romoland, City of Perris, and City of Menifee;

WHEREAS, COUNTY staff issued a Request for Qualifications (RFQ) for construction management services and received ten (10) responses from construction management firms;

WHEREAS, COUNTY staff have reviewed all proposals submitted and have chosen GKK WORKS to provide construction management services based on their established qualifications and fee schedule through a request for proposals;

WHEREAS, the CONSULTANT has experience with similar projects both in size and scope;

WHEREAS, the proposed services of this Agreement include full-time construction management services, attendance in meetings, development of materials to assist the COUNTY with budget and schedule preparation, and to facilitate the construction of the PERRIS VALLEY AQUATIC CENTER PROJECT (hereinafter referred to as "PROJECT").

WHEREAS, the COUNTY has selected CONSULTANT to provide services

JUN 28 2011 3.113

1 based on their established qualifications and fee schedule through a request for
2 proposals; and

3 **WHEREAS**, CONSULTANT has agreed to provide such services to COUNTY;
4 and

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

7 1. DESCRIPTION OF SERVICES: CONSULTANT shall provide all
8 equipment, facilities, transportation, labor, materials, and services for full-time
9 construction management necessary to complete the PROJECT, and as described in
10 Exhibit "A", attached hereto and incorporated herein. CONSULTANT shall not be
11 responsible for the adequacy or accuracy of any part of the PROJECT design, but shall
12 be responsible for monitoring, administering, coordinating, and managing during the
13 design phase, construction phase, and post-construction phase of the PROJECT in
14 accordance with the California Building Code; PROJECT manuals, construction plans
15 and specifications; and as required by the County of Riverside and other governmental
16 agencies, laws and regulations.

17 1.1 Construction activities include, but are not limited to the following:
18 approximately 11,000-square-foot administration and operations building, 220 parking
19 spaces, 50 meter by 35 meter competition pool, lazy flow river, wave rider, children's
20 water playground area, and three water slides with a recreational pool. Tubular steel
21 fencing or something will surround the facility. The facility will include grass areas for
22 seating, stadium seating, lighting, concession stand/fast food franchise, multiple picnic
23 areas with permanent shade structures and all necessary, related improvements.
24 Sidewalk, curb and gutter will be installed on Trumble Road and Sherman Road to Vista
25 Road.

26 1.2 CONSULTANT represents and maintains that it is skilled in the
27 professional calling necessary to perform all services, duties and obligations required by
28 this Agreement to fully and adequately complete the PROJECT. CONSULTANT shall

1 perform the services and duties in conformance to and consistent with the standards
2 generally recognized as being employed by professionals in the same discipline in the
3 State of California. CONSULTANT further represents and warrants to the COUNTY that
4 it has all licenses, permits, qualifications and approvals of whatever nature are legally
5 required to practice its profession. CONSULTANT further represents that it shall keep
6 all such licenses and approvals in effect during the term of this Agreement.

7 2. PERIOD OF PERFORMANCE: CONSULTANT shall commence
8 performance upon issuance of a Notice to Proceed letter from COUNTY, and complete
9 performance throughout the established construction schedule of 530 working days,
10 Monday through Friday, approximately eight hours per day, for a total of 6,399 hours as
11 described in Exhibit "B", attached hereto and incorporated herein. CONSULTANT will
12 diligently and responsibly pursue the performance of the services required of it by this
13 Agreement through completion (construction activities and construction schedule)
14 unless the work is altered by written amendment(s) pursuant to Section 14, or
15 terminated as specified in Section 9. All applicable indemnification provisions in this
16 Agreement shall remain in effect following the termination of this Agreement.

17 3. COMPENSATION: The COUNTY shall pay the Consultant for services
18 performed and expenses incurred as follows:

19 3.1 The COUNTY shall pay the CONSULTANT on an hourly basis for
20 time and material expenses, in accordance with the terms of this Agreement and Period
21 of Performance, for an amount not to exceed Nine Hundred Twenty Two Thousand
22 Eight Hundred Seventy (\$922,870) dollars as set forth in Exhibit "A," attached hereto
23 and incorporated herein. CONSULTANT agrees that all items described in Exhibit "A",
24 are included in the compensation for services set forth above and will not be considered
25 a reimbursable expense nor reduce the proposed total onsite hours as set forth in
26 Section 2. CONSULTANT shall submit monthly invoices to the COUNTY for progress
27 payments based on work completed to date. The PROJECT is a public works project
28 and therefore subject to prevailing wage requirements.

1 3.2 Said compensation shall be paid in accordance with an invoice
2 submitted to COUNTY by CONSULTANT within fifteen (15) days from the last day of
3 each calendar month, and COUNTY shall pay the invoice within thirty (30) working days
4 from the date of receipt of the invoice. Payment requests shall be submitted on a
5 monthly basis utilizing a format acceptable to the COUNTY. Each invoice shall include
6 the number of hours expended by CONSULTANT'S staff as well as all hours expended
7 by sub-CONSULTANT'S staff. Invoices shall also include a status report that includes
8 the percentage of work completed.

9 3.3 Certain classifications of labor under this contract may be subject to
10 prevailing wage requirements, in particular, land survey work in connection with or in
11 furtherance of a planned construction contract.

12 a) Reference is made to Chapter 1, Part 7, Division 2 of the California
13 Labor Code (commencing with Section 1720). By this reference, said Chapter 1
14 is incorporated herein with like effect as if it were here set forth. The parties
15 recognize that said Chapter 1 deals, among other things, with discrimination,
16 penalties and forfeitures, their disposition and enforcement, wages, working
17 hours, and securing workers' compensation insurance, and directly affect the
18 method of prosecution of the work by CONSULTANT and subject it under certain
19 conditions to penalties and forfeitures. Execution of this Agreement constitutes
20 the agreement by CONSULTANT to abide by said Chapter 1, its stipulation as to
21 all matters which they are required to stipulate as to by the provisions of said
22 Chapter 1 and will comply with them.

23 b) Pursuant to Section 1773 of the Labor Code, the general prevailing
24 wage rates, including the per diem wages applicable to the work, and for holiday
25 and overtime work, including employer payments for health and welfare, pension,
26 vacation, and similar purposes, in the county in which the work is to be done
27 have been determined by the Director of the California Department of Industrial
28 Relations. These wages are available from the California Department of

1 Industrial Relations' internet website at <http://www.dir.ca.gov>, and are available
2 for review upon request at COUNTY's principal office.

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

15 5. INDEMNIFICATION: CONSULTANT shall indemnify and hold harmless
16 the County of Riverside, its Agencies, Districts, Special Districts and Departments, their
17 respective directors, officers, Board of Supervisors, elected and appointed officials,
18 employees, agents and representatives (individually and collectively hereinafter referred
19 to as Indemnitees) from any liability whatsoever including but not limited to property
20 damage, bodily injury, or death or any other element of any kind or nature whatsoever,
21 based or asserted upon any services of CONSULTANT, its officers, employees,
22 subcontractors, agents or representatives arising out of or in any way relating to this
23 Agreement. CONSULTANT shall defend, at its sole expense, all costs and fees
24 including, but not limited, to attorney fees, cost of investigation, defense and settlements
25 or awards, the Indemnitees in any claim or action based upon such alleged acts or
26 omissions.
27
28

1 5.1 With respect to any action or claim subject to indemnification herein by
2 CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of
3 their own choice and shall have the right to adjust, settle, or compromise any such
4 action or claim without the prior consent of COUNTY; provided, however, that any such
5 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes
6 CONSULTANT'S indemnification to Indemnitees as set forth herein.

7 5.2 CONSULTANT'S obligation hereunder shall be satisfied when
8 CONSULTANT has provided to COUNTY the appropriate form of dismissal relieving
9 COUNTY from any liability for the action or claim involved.

10 5.3 The specified insurance limits required in this Agreement shall in no way
11 limit or circumscribe CONSULTANT'S obligations to indemnify and hold harmless the
12 Indemnitees herein from third party claims.

13 5.4 In the event there is conflict between these indemnity and defense
14 provisions and California Civil Code Sections 2782 and 2782.8, the indemnity and
15 defense provisions shall be interpreted to comply with Civil Code sections 2782 and
16 2782.8.

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

21 6.1 Workers' Compensation: If CONSULTANT has employees as
22 defined by the State of California, CONSULTANT shall maintain Workers'
23 Compensation Insurance (Coverage A) as prescribed by the laws of the State of
24 California. Policy shall include Employers' Liability (Coverage B) including Occupational
25 Disease with limits not less than \$1,000,000 per person per accident. Policy shall be
26 endorsed to waive subrogation in favor of the County of Riverside; and, if applicable, to
27 provide a Borrowed Servant/Alternate Employer Endorsement.
28

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

10 6.3 Vehicle Liability: If CONSULTANT'S vehicles or mobile equipment
11 are used in the performance of the obligations under this Agreement, CONSULTANT
12 shall maintain liability insurance for all owned, non-owned or hired vehicles in an
13 amount not less than \$1,000,000 per occurrence combined single limit. If such
14 insurance contains a general aggregate limit, it shall apply separately to this agreement
15 or be no less than two (2) times the occurrence limit.

16 6.4 Professional Liability: CONSULTANT shall maintain Professional
17 Liability Insurance providing coverage for performance of work included within this
18 Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and
19 \$1,000,000 annual aggregate. If CONSULTANT'S Professional Liability Insurance is
20 written on a claims made basis rather than an occurrence basis, such insurance shall
21 continue through the term of this Agreement. Upon termination of this Agreement or the
22 expiration or cancellation of the claims made insurance policy CONSULTANT shall
23 purchase at his sole expense either 1) an Extended Reporting Endorsement (also
24 known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a
25 retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3)
26 demonstrate through Certificates of Insurance that CONSULTANT has maintained
27 continuous coverage with the same or original insurer. Coverage provided under items;
28 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this

1 Agreement.

2 6.5 General Insurance Provisions - All lines:

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

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

19 c. The CONSULTANT shall cause their insurance carrier(s) to
20 furnish the COUNTY with 1) a properly executed original Certificate(s) of Insurance and
21 certified original copies of Endorsements effecting coverage as required herein; or, 2) if
22 requested to do so orally or in writing by the COUNTY Risk Manager, provide original
23 Certified copies of policies including all Endorsements and all attachments thereto,
24 showing such insurance is in full force and effect. Further, said Certificate(s) and
25 policies of insurance shall contain the covenant of the insurance carrier(s) shall provide
26 no less than thirty (30) days written notice be given to the COUNTY prior to any material
27 modification or cancellation of such insurance. In the event of a material modification or
28 cancellation of coverage, this Agreement shall terminate forthwith, unless the COUNTY

1 receives, prior to such effective date, another properly executed original Certificate of
2 Insurance and original copies of endorsements or certified original policies, including all
3 endorsements and attachments thereto evidencing coverage's and the insurance
4 required herein is in full force and effect. Individual(s) authorized by the insurance
5 carrier to do so on its behalf shall sign the original endorsements for each policy and the
6 Certificate of Insurance.

7 d. It is understood and agreed by the parties hereto and the
8 CONSULTANT'S insurance company(s), that the Certificate(s) of Insurance and policies
9 shall so covenant and shall be construed as primary insurance, and the COUNTY's
10 insurance and/or deductibles and/or self-insured retentions or self-insured programs
11 shall not be construed as contributory.

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

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

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

27 8. AUTHORITY OF CONSULTANT: CONSULTANT and its agents,
28 servants, employees and subcontractors shall act at all times in an independent

1 capacity during the term of this agreement, and shall not act as, and shall not be, nor
2 shall they in any manner be construed to be, agents, officers or employees of COUNTY,
3 and further, CONSULTANT, its agents, servants, employees and subcontractors, shall
4 not in any manner incur or have the power to incur any debt, obligation, or liability
5 against the COUNTY.

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

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

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

26 9.3 Effect of Termination For Cause. If the termination is due to the
27 failure of CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT
28 shall be compensated for those services which have been completed and accepted by

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

18 9.4 Cumulative Remedies. The rights and remedies of the parties
19 provided in this Section are in addition to any other rights and remedies provided by law
20 or under this Agreement.

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

24 11. DESIGNATED REPRESENTATIVES: The following individuals are
25 designated as representatives of the COUNTY and CONSULTANT respectively to act
26 as liaison between the parties:
27
28

1 **COUNTY**

2 Gabriel Martin, Project Manager
3 County of Riverside
4 3403 10th Street, Suite 400
5 Riverside, CA 92501
6 Phone: (951) 955-8916
7 Fax: (951) 955-6686

CONSULTANT

Charles Medrick, YP CM
~~Brandon Dekker, Project Manager~~
GKK WORKS
2355 Main Street, Suite 220
Irvine, CA 92614
Phone: (949) 250-1500
Fax: (949) 955-2708

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

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

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

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

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

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

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 COUNTY upon creation. The COUNTY 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 COUNTY Executive Director or an authorized designee.

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

16 19. WAIVER: Any waiver by COUNTY 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 COUNTY 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 stopping COUNTY 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 hereto
26 as a final expression of their understanding with respect to the subject matter hereof,
27 and all prior or contemporaneous agreements of any kind or nature relating to the same
28 shall be deemed to be merged herein. Any modifications to the terms of this Agreement

1 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 **County of Riverside**
7 3403 Tenth Street, Suite 400
8 Riverside, CA 92501
Attn: Gabriel Martin

GKK WORKS
2355 Main Street, Suite 220
Irvine, CA 92614
Attn: Rob Good

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

3 **COUNTY OF RIVERSIDE**

GKK WORKS

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6 _____
7 BOB BUSTER
8 Chairman, Board of Directors



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7 CHARLIE MERRICK
8 Vice President, Construction Services


9 **ATTEST:**

10 KECIA HARPER-IHEM
11 CLERK OF THE BOARD

12 
13 By _____
14 Deputy

15 **APPROVED AS TO FORM:**

16 PAMELA WALLS
17 Agency Counsel

18  6/21/11
19 By _____
20 Deputy

JUN 28 2011 3:13



3600 Lime Street | Suite 623 | RIVERSIDE | CA 91803
951 778 0704 | 951 778 0405 FAX | www.gkkworks.com

EXHIBIT "A"

June 14, 2011

Mr. Andy Frost
Riverside County Economic Development Agency
Regional Manager District 5
3403 Tenth Street, Suite 500
Riverside, CA 92501

Dear Andy,

As a follow up to our proposal, outlined below is a breakdown of the scope of services that we will be performing on the Perris Valley Aquatic Center (PVAC) Project. If you have any questions please feel free to contact me at (951) 778-0704.

Respectfully,

J. Brandon Dekker

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Construction Management and Peer Review Scope of Services for the Perris Valley Aquatic Center

Pre-Construction Phase

- Review of Design Documents-throughout the pre-construction effort our team will provide the proper oversight making sure that the design criteria is achieved and County standards are met.
- Develop Master Project Schedule-develop and submit to the County a master schedule that depicts the Project schedule from pre-construction and design through construction and closeout.
- Budget Estimates-when necessary our team will provide budget estimates to the County for cost verification when needed.
- Attend and Facilitate Weekly Coordination Meetings

Construction Phase

- Administration and Coordination of the Design Build Team's Contract and Project Construction
- Attend and Facilitate Weekly Coordination Meetings
- Facilitate Allowance Usage and Scope Pricing
- CM Maintenance of Project Records
- Design Builder and Specialty Consultant Peer Review- our team will provide peer review to make certain that the project is designed and build to the specifications of the criteria documents and the County standards.
- Monitoring of Construction Costs



- Payments to the Design Build Team- develop and implement procedures for the design build team's submittal of Applications for Progress Payments for review, processing and disbursement of Progress Payments, along with associated forms and reporting systems.
- Substantial Completion Punch List-upon the issuance of a Certificate of Substantial Completion we will inspect the work to verify the Design Builder's achievement of Substantial Completion.
- Monitor Project Progress- develop an overall comprehensive Project Schedule for construction of the Aquatic Center showing the activities of each of the trade contractors necessary for completion of the Project. We will monitor and update the Master Project Schedule on a monthly basis or more frequently as may be requested from time-to-time by the County so that the County is kept fully informed at all times of the status and progress of overall Project construction and the status of the Design Builder's construction progress.
- Review Design Builder's Schedule-review the Design Builder Team's construction schedules and updates, advising the County of compliance with the terms of the contract along with remedial measures appropriate to obtain compliance if necessary.
- Coordination of Construction Activities- will coordinate the activities of the Design Build Team including those of testing and inspection service providers and others.
- Progress Records- maintain records of the progress of Project design and construction, including daily written progress reports and photographs reflecting the progress of the Project.

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- Bi-Weekly Reports- every other week prepare and submit a written “snapshot” report to the County which summarizes the progress made in the prior (2) two week period.
- Final Completion-inspect the work of the Design Build Team and confirm that they have fully complied with all of the requirements.
- Site Observations- during the Project’s construction and at all times during which there are construction activities, we will have a Project Manager on site to observe , coordinate and manage the activities.
- Construction Quality- guard the County against defects and deficiencies in construction and workmanship.
- Site Safety- monitor the implementation of the Design Builder’s safety programs at the site at all times when construction or construction related activities occur at the site.
- Assist the County’s Furniture, Fixtures and Equipment (FF&E) Efforts.
- Processing of Changes and Change Orders-will assist the County in the prequalification of change orders authorized by the County and distribute the same for execution by the Design Builder. Utilize our cost estimating department to validate change order costs.
- Claims Handling- will develop processes and procedures for the review, evaluation, processing and disposition of claims asserted by the Design Build Team. We will make recommendations to the County as to merit, handling and disposition of the claims.



Post Construction Phase

- Review and Transmittal of Design Builder Close Out Documents- will receive from the Design Builder the close-out documents, which are to include operation/maintenance manuals, as-built drawings and all other items to be submitted by the Design Builder under the terms of the agreement upon completion of their obligations.
- Project Records-within (30) thirty days of the date of issuance of a Certificate of Final Completion, we will assemble and deliver to the County all of the Project records maintained during the Project.
- Project Reports- monitor the filing of reports and other actions required by law.



RIVERSIDE COUNTY EDA
Perris Valley Aquatic Center

CONSTRUCTION MANAGEMENT SERVICES

gkkworks	Project Manager	\$412,960
	Project Engineer	\$174,240
	Executive Oversight	\$ 11,520
	Estimating	\$ 26,880
	<u>Administrative Support</u>	<u>\$ 3,360</u>
	CM Services Total	\$628,960

Architectural Peer Review (QA/QC)

gkkworks	\$123,192
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Peer Review Consultants

ArchPac (Pool Consultant)	\$100,800
<u>Costa & Associates (Structural Consultant)</u>	<u>\$ 22,425</u>
Consultant Peer Review Total	\$123,225

Reimbursables (Not To Exceed)\$ 47,493

Field Office Expenses

- Field Office Set Up
- Office Equipment
- Travel
- Office Supplies, Computers
- Postage, Documents, etc.

TOTAL **\$922,870**

