

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

549



FROM: Successor Agency to the Redevelopment Agency

SUBMITTAL DATE:
July 5, 2012

SUBJECT: Mission Plaza Improvement Project – Consulting Services Agreement

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to execute the attached consulting services agreement for subsurface soil and groundwater investigation services on the Mission Plaza Improvement Project, between URS Corporation, DBA URS Corporation Americas and the County of Riverside in the amount of \$17,000; and
2. Direct the Successor Agency to submit this item for approval at the next Oversight Board meeting.

BACKGROUND: (Commences on Page 2)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 17,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: Jurupa Valley Redevelopment Capital Improvement Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY:

County Executive Office Signature Jennifer L. Sargent

**MINUTES OF THE BOARD OF SUPERVISORS OF THE SUCCESSOR AGENCY TO
THE REDEVELOPMENT AGENCY**

On motion of Supervisor Tavaglione, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is tentatively approved pending final action by the oversight board.

Ayes: Buster, Tavaglione, Benoit and Ashley
Nays: None
Absent: Stone
Date: July 17, 2012
xc: RDA, EDA

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: 4.6, 9.5, and 16.1 of 6/14/11

District: 2/2

Agenda Number:

4.1

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
 BY: MARSHA L. VICTOR
 DATE: 6/12/12
 Department:

PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: SAMUEL WONG
 DATE: 7/3/12

Dept's Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

BACKGROUND:

On April 6, 2010, URS Corporation, DBA URS Corporation Americas (URS) prepared a Phase 1 Environmental Site Assessment (ESA) for the property located at 5786 Mission Boulevard, Riverside, 92509. The Phase 1 ESA identified the site was a former gasoline service station and that enough evidence warranted a Phase II site investigation. The Phase II established the vertical and horizontal limits of contamination, but the investigation was limited to the areas outside of the building footprint. The consulting services agreement with URS will provide a full overview of the entire site as to the total contamination and shall provide recommendations for site cleanup and long term remediation.

Pursuant to Sections 34177-34181 of the Health and Safety Code, the Agency is authorized to make and execute contracts and other instruments necessary or convenient in compliance with the Enforceable Obligation Payment Schedule (EOPS) as superseded by the Initial Recognized Obligation Payment Schedule (IROPS) as adopted by the Agency and the Oversight Board. The consulting services agreement with URS is reflected on the IROPS and remediation of the site is mandatory to protect the health and safety of the general public by ameliorating a site with known contaminated soil through proper remediation methods and testing of materials, in accordance with local, state, and federal codes and standards.

Staff recommends that the Board approve attached consulting services agreement with URS, for subsurface soil and groundwater investigation services in the amount of \$17,000.

Attached:

- Consulting Services Agreement

1 **CONSULTING SERVICES AGREEMENT**
2 **BY AND BETWEEN THE**
3 **THE COUNTY OF RIVERSIDE**
4 **AND URS CORPORATION, DBA URS COROPORATION AMERICAS.**
5 **FOR SUBSURFACE SOIL AND GROUNDWATER INVESTIGATION SERVICES**
6 **FOR THE MISSION PLAZA IMPROVEMENT PROJECT**

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

12 **RECITALS**

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

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

22 **WHEREAS**, the County of Riverside and the Former RDA adopted by Ordinance
23 No. 763, on July 9, 1996, a redevelopment plan for the Jurupa Valley Redevelopment
24 Project Area (hereinafter the "PROJECT AREA"), an area within the County of
25 Riverside;

26 **WHEREAS**, the Jurupa Valley Redevelopment Plan was adopted in order to
27 eliminate blight and revitalize the substandard physical and economic conditions that
28 exist within the PROJECT AREA;

WHEREAS, pursuant to Sections 34177-34181 of the Health and Safety Code,
the AGENCY is authorized to make and execute contracts and other instruments

1 necessary or convenient in compliance with the Enforceable Obligation Payment
2 Schedule (EOPS) as superseded by the Recognized Obligation Payment Schedule
3 (ROPS) as adopted by the AGENCY and the Oversight Board;

4 **WHEREAS**, the proposed services are necessary in performance of an
5 obligation of the Former RDA pursuant to the EOPS or as later superseded by the
6 ROPS;

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

12 **WHEREAS**, the proposed services provided in this agreement will benefit the
13 PROJECT AREA by completely identifying the hydrocarbon impacted soil beneath the
14 northwest portion of 5786 Mission Boulevard, Riverside, CA 92509, creating a
15 remediation plan for a recognized environmental condition (REC) of a former gasoline
16 service station, and facilitating the construction of the Mission Plaza Improvement
17 Project (hereinafter referred to as "PROJECT"), collectively helping to eliminate blight
18 and revitalize the physical and economic conditions that exist in the PROJECT AREA;

19 **WHEREAS**, the AGENCY has selected CONSULTANT based on their
20 qualifications, to provide all equipment, services, testing, facilities, transportation, labor
21 and materials necessary to complete subsurface soil and groundwater investigation and
22 prepare a plan for remediation of the site; and

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

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

26 1. **SCOPE OF WORK.** CONSULTANT will provide services which are
27 described below and as described within Exhibit "A" attached hereto, including, but not
28 limited to:

1 a. Plan, obtain approval from all recognized governmental
2 stakeholders, and initiate additional borings at the project site, 5786 Mission Boulevard;

3 b. Collect soil and groundwater samples at approved locations;

4 c. Provide final report and plan of action for remediation of the
5 contamination.

6 1.1 CONSULTANT represents and maintains that it is skilled in the
7 professional calling necessary to perform all services, duties and obligations required by
8 this Agreement to fully and adequately complete the PROJECT. CONSULTANT shall
9 perform the services and duties in conformance to and consistent with the standards
10 generally recognized as being employed by professionals in the same discipline in the
11 State of California. CONSULTANT further represents and warrants to the AGENCY
12 that it has all licenses, permits, qualifications and approvals of whatever nature are
13 legally required to practice its profession. CONSULTANT further represents that it shall
14 keep all such licenses and approvals in effect during the term of this Agreement.

15 2. **COMPENSATION AND METHOD OF PAYMENT.** CONSULTANT
16 compensation shall be an amount not to exceed seventeen thousand dollars (\$17,000),
17 with a base budget of sixteen thousand, five hundred dollars (\$16,500), and
18 contingency of five hundred dollars (\$500) for work as directed in the field by the
19 AGENCY. CONSULTANT shall submit invoices to AGENCY for progress payments
20 based on work completed to date. If the CONSULTANT completes the work ahead of
21 schedule and under budget, the AGENCY will retain any unused monies.

22 2.1 Said compensation shall be paid in accordance with an invoice submitted
23 to AGENCY by CONSULTANT within fifteen (15) days from the last day of each
24 calendar month, and AGENCY shall pay the invoice within thirty (30) working days from
25 the date of receipt of the invoice. Payment requests shall be submitted on a monthly
26 basis utilizing a format acceptable to the AGENCY. Each invoice shall include the
27 number of hours expended by CONSULTANT'S staff as well as all hours expended by
28 sub-consultant's staff. Invoices shall also include a status report that includes the

1 percentage of work completed.

2 2.2 Certain classifications of labor under this contract may be subject to
3 prevailing wage requirements.

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

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

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1 **3. AMENDMENTS TO WORK PROGRAM.** The County of Riverside Board
2 of Supervisors, as Successor in interest to the Redevelopment Agency, is authorized to
3 approve and execute changes to the Agreement. Amendments to the work shall be
4 mutually agreed upon by and between the AGENCY and CONSULTANT, and shall be
5 incorporated in written amendments to this Agreement.

6 **4. TIME OF PERFORMANCE.** CONSULTANT shall commence and
7 complete performance of services described in Section 1 and Exhibit "A" upon
8 execution of this Agreement by the AGENCY and agrees that it will diligently and
9 responsibly pursue the performance of the services required of it by this Agreement.
10 CONSULTANT will perform the services on Exhibit "A" through PROJECT completion
11 unless the work program is altered by written amendments pursuant to the provisions in
12 Section 3. All services to be performed herein shall be completed no later than one
13 hundred eighty calendar days (180) from the date this Agreement is fully executed, and
14 shall be based on a standard construction workday of eight hours per day

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

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

4 **AGENCY**

5 AGENCY
6 Erik Sydow
7 Project Manager
8 County of Riverside
9 3403 10th Street, Suite 500
10 Riverside, CA 92501
11 Phone: (951) 955-0911
12 Fax: (951) 955-6686

5 **CONSULTANT**

6 CONSULTANT
7 Paul Peterson
8 Senior Geologist
9 URS Corporation, DBA URS
10 Corporation Americas
11 4505 Allstate Drive
12 Riverside, CA 92501
13 Phone: (951) 778-9601
14 Fax: (951) 778-9056

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

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

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

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

10. NON-DISCRIMINATION REQUIREMENTS. CONSULTANT shall ensure
that there shall be no discrimination against or segregation of any person, or group of
persons, on account of race, color, creed, religion, age, sex, marital status, handicap,

1 national origin, ancestry or any category protected pursuant to the California Fair
2 Employment and Housing Act, in the performance of this Agreement and that
3 CONSULTANT, Contractor, or any person claiming under or through AGENCY shall not
4 establish or permit any such practice or practices of discrimination or segregation.

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

8 **12. GOVERNING LAW; JURISDICTION.** This Agreement shall be governed
9 by and construed in accordance with the laws of the State of California. The Parties
10 agree that this Agreement has been entered into at Riverside, California, and that any
11 legal action related to the interpretation or performance of the Agreement shall be filed
12 in the Superior Court for the State of California, in Riverside, California.

13 **13. AUTHORITY OF CONSULTANT.** CONSULTANT and its agents,
14 servants, employees and subcontractors shall act at all times in an independent
15 capacity during the term of this Agreement, and shall not act as, and shall not be, nor
16 shall they in any manner be construed to be, agents, officers or employees of AGENCY,
17 and further, CONSULTANT, its agents, servants, employees and subcontractors, shall
18 not in any manner incur or have the power to incur any debt, obligation, or liability
19 against AGENCY.

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

28 Either party may terminate this Agreement upon thirty (30) days written notice to

1 the other. In the event of such termination, CONSULTANT shall be compensated for all
2 services performed and expenses incurred to the date of notice of termination as
3 described in a written report to AGENCY prepared by CONSULTANT. Upon
4 termination, CONSULTANT shall submit to AGENCY all materials and reports (including
5 any uncompleted reports or unfinished work). Such compensation shall be paid within
6 thirty (30) days of termination.

7 **15. NOTICES OF TERMINATION.** Notice of termination by AGENCY to
8 CONSULTANT shall be deemed delivered if sent by certified mail, return receipt
9 requested, to CONSULTANT'S Designated Representative identified within Section 6;
10 Notice by CONSULTANT to AGENCY shall be deemed delivered if sent by certified
11 mail, return receipt requested, to AGENCY'S Designated Representative identified
12 within Section 6.

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

18 **17. INDEPENDENT CONSULTANT.** It is understood and agreed that
19 CONSULTANT is an independent contractor and that no relationship of employer-
20 employee exists between the parties hereto. CONSULTANT shall not be entitled to any
21 benefits payable to employees of AGENCY including County Workers' Compensation
22 Benefits. It is further understood and agreed by the parties hereto that CONSULTANT
23 in the performance of its obligation hereunder is subject to the control or direction of
24 AGENCY merely as to the result to be accomplished by the services hereunder agreed
25 to be rendered and performed and not as to the means and methods of accomplishing
26 the results. CONSULTANT, its employees and agents shall maintain professional
27 licenses required by the laws of the State of California at all times while performing
28 services under the Agreement.

1 **18. INSURANCE.** Without limiting or diminishing the CONSULTANT'S
2 obligation to indemnify or hold the AGENCY harmless, CONSULTANT shall procure
3 and maintain or cause to be maintained, at its sole cost and expense, the following
4 insurance coverage's during the term of this Agreement. As respects to the insurance
5 section only, the AGENCY herein refers to the County of Riverside, its Agencies,
6 Districts, Special Districts, and Departments, their respective directors, officers, Board
7 of Supervisors, employees, elected or appointed officials, agents or representatives as
8 Additional Insureds.

9 **18.1 Workers' Compensation:** If CONSULTANT has employees as defined by
10 the State of California, CONSULTANT shall maintain Workers' Compensation Insurance
11 (Coverage A) as prescribed by the laws of the State of California. Policy shall include
12 Employers' Liability (Coverage B) including Occupational Disease with limits not less
13 than \$1,000,000 per person per accident. The policy shall be endorsed to waive
14 subrogation in favor of the AGENCY and County of Riverside.

15 **18.2 Commercial General Liability:** Commercial General Liability insurance
16 coverage, including but not limited to, premises liability, unmodified contractual liability,
17 products and completed operations liability, personal and advertising injury, and cross
18 liability coverage, covering claims which may arise from or out of CONSULTANT'S
19 performance of its obligations hereunder. Policy shall name the AGENCY, County of
20 Riverside, special districts, their respective directors, officers, Board of Supervisors,
21 elected officials, employees, agents or representatives as an Additional Insured.
22 Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined
23 single limit. If such insurance contains a general aggregate limit, it shall apply
24 separately to this agreement or be no less than two (2) times the occurrence limit.

25 **18.3 Vehicle Liability:** If vehicles or mobile equipment are used in the
26 performance of the obligations under this Agreement, then CONSULTANT shall
27 maintain liability insurance for all owned, non-owned or hired vehicles so used in an
28 amount not less than \$1,000,000 per occurrence combined single limit. If such

1 insurance contains a general aggregate limit, it shall apply separately to this agreement
2 or be no less than two (2) times the occurrence limit. Policy shall name the AGENCY,
3 County of Riverside, special districts, their respective directors, officers, Board of
4 Supervisors, elected officials, employees, agents or representatives as an Additional
5 Insured.

6 18.4 Professional Liability: CONSULTANT shall maintain Professional Liability
7 Insurance providing coverage for the CONSULTANT'S performance of work included
8 within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence
9 and \$2,000,000 annual aggregate. If CONSULTANT'S Professional Liability Insurance
10 is written on a claims made basis rather than an occurrence basis, such insurance shall
11 continue through the term of this Agreement and CONSULTANT shall purchase at this
12 sole expense either 1) an Extended Reporting Endorsement (also, known as Tail
13 Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back
14 to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through
15 Certificates of Insurance that CONSULTANT has maintained continuous coverage with
16 the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue
17 as long as the law allows.

18 18.5 General Insurance Provisions - All lines:

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

24 b. The CONSULTANT must declare its insurance self-insured retention for
25 each coverage required herein. If any such self-insured retention exceed \$500,000 per
26 occurrence each such retention shall have the prior written consent of the AGENCY
27 Risk Manager before commencement of operations under this Agreement. Upon
28 notification of self-insured retention unacceptable to the AGENCY, and at the election of

1 the AGENCY'S Risk Manager, CONSULTANT'S carriers shall either; 1) reduce or
2 eliminate such self-insured retention as respects this Agreement with the AGENCY, or
3 2) procure a bond which guarantees payment of losses and related investigations,
4 claims administration, and defense costs and expenses.

5 c. CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to
6 furnish the AGENCY with either 1) a properly executed original Certificate(s) of
7 Insurance and certified original copies of Endorsements effecting coverage as required
8 herein; or, 2) if requested to do so orally or in writing by the AGENCY Risk Manager,
9 provide original Certified copies of policies including all Endorsements and all
10 attachments thereto, showing such insurance is in full force and effect. Further, said
11 Certificate(s) and policies of insurance shall contain the covenant of the insurance
12 carrier(s) that thirty (30) days written notice shall be given to the AGENCY prior to any
13 material modification, cancellation, expiration, or reduction in coverage, this Agreement
14 shall terminate forthwith, unless the AGENCY receives, prior to such effective date,
15 another properly executed original Certificate of Insurance and original copies of
16 endorsements or certified original policies, including all endorsements and attachments
17 thereto evidencing coverage's set forth herein and the insurance required herein is in
18 full force and effect. *CONSULTANT shall not commence operations until the AGENCY*
19 *has been furnished original Certificate(s) of Insurance and certified original copies of*
20 *endorsements and if requested, certified original policies of insurance including all*
21 *endorsements and any and all other attachments as required in this Section. An*
22 *individual authorized by the insurance carrier to do so on its behalf shall sign the original*
23 *endorsements for each policy and the Certificate of Insurance.*

24 d. It is understood and agreed to by the parties hereto and the
25 CONSULTANT'S insurance shall be construed as primary insurance and the
26 AGENCY'S insurance and/or deductibles and/or self-insured retention's or self-insured
27 programs shall not be construed as contributory.

28 e. If, during the term of this Agreement or any extension thereof, there is a

1 change in the scope of services; or, there is a change in the performance of the work;
2 or, the term of the Agreement, including any extensions thereof, exceeds five (5) years;
3 the AGENCY reserves the right to adjust the types of insurance and the monetary limits
4 of liability required under this Agreement, if in the AGENCY Risk Manager's reasonable
5 judgment, the amount or type of insurance carried by the CONSULTANT has become
6 inadequate.

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

9 g. The insurance requirements contained in this Agreement may be met with
10 a program(s) of self-insurance acceptance to the AGENCY.

11 CONSULTANT agrees to notify AGENCY of any claim by a third party or any
12 incident or event that may give rise to a claim arising from the performance of this
13 Agreement.

14 **19. INDEMNITY AND HOLD HARMLESS:** The CONSULTANT agrees to and
15 shall indemnify and hold harmless the County of Riverside, its Agencies, Districts,
16 Departments and Special Districts, their respective directors, officers, Board of
17 Supervisors, elected and appointed officials, employees, agents and representatives
18 (hereinafter individually and collectively referred to as "Indemnitees") from all liability,
19 including, but not limited to loss, suits, claims, demands, actions, or proceedings to the
20 extent caused by any alleged or actual negligence, recklessness, willful misconduct,
21 error or omission of CONSULTANT, its directors, officers, partners, employees, agents
22 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 19.1 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
26 attorney fees, cost of investigation, and defense and settlements or awards against the
27 Indemnitees.

28 19.2 With respect to any action or claim subject to indemnification herein by

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

6 19.3 CONSULTANT'S obligation hereunder shall be satisfied when
7 CONSULTANT has provided to Indemnitees the appropriate form of dismissal relieving
8 Indemnitees from any liability for the action or claim involved.

9 19.4 The specified insurance limits required in this Agreement shall in no way
10 limit or circumscribe CONSULTANT'S obligations to indemnify and hold harmless
11 Indemnitees from third party claims.

12 19.5 In the event there is conflict between this clause and California Civil Code
13 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
14 interpretation shall not relieve the CONSULTANT from indemnifying the AGENCY to the
15 fullest extent allowed by law.

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

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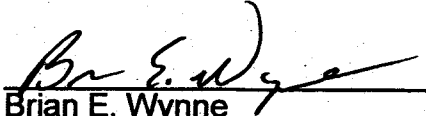
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1 **IN WITNESS WHEREOF**, the County of Riverside, acting in its capacity as
2 Successor Agency to the Redevelopment Agency for the County of Riverside and
3 CONSULTANT, have executed this Agreement as of the date first above written.

4 COUNTY OF RIVERSIDE

URS CORPORATION, DBA URS
COROPORATION AMERICAS.

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6
7 _____
John Tavaglione, Chairman
Board of Supervisors

8 
9 _____
Brian E. Wynne
Vice President

10
11 **APPROVED AS TO FORM:**

12 Pamela J. Walls
13 County Counsel

14  6/20/12
15 _____
Deputy

16
17 **ATTEST:**

18 Kecia Harper-Ihem
19 Clerk of the Board

20 _____
21 Deputy



EXHIBIT "A"

January 16, 2012

Ms. Vikki Kuntz
Environmental Planner
County of Riverside Economic Development Agency
3403 10th Street, Suite 400
Riverside, California 92501

REVISED PROPOSAL:

**Additional Site Characterization
Subsurface Soil and Groundwater Investigation, Northwest Portion of Property
5786 Mission Boulevard
Riverside, California
For Riverside County Economic Development Agency**

Dear Ms. Kuntz:

INTRODUCTION

The URS Corporation (URS) is pleased to provide the Riverside County Economic Development Agency (EDA) with this Proposal to perform further Site Characterization for the above-referenced property. This Revised Proposal is an update to our proposal dated April 29, 2011 which was in response to our submittal of the Additional Site Characterization Report dated January 21, 2011. This report was submitted to the County of Riverside Department of Environmental Health (DEH) regarding the investigation of hydrocarbon impacted soils beneath the Site. These hydrocarbon impacts were identified during the completion of a Phase I and Phase II Environmental Site Assessment (ESA) performed by URS for the Site. After completing the ESA, URS furnished EDA with reports dated April 2, and June 23, 2010, documenting the findings, conclusions, and recommendations of the ESA.

This revision to the April 29, 2011 Proposal is being provided due to recent Site condition changes, specifically the County has purchased the property and the building itself has been demolished and removed, however the building slab remains. This revision also reflects current subcontract pricing and rates as the previous Proposal is more than 8 months old.

The Phase II investigation was performed to assess a recognized environmental condition (REC), a former gasoline service station discovered during our Phase I ESA of the Site. This identified hydrocarbon impacted soils at the Site located southeast of the existing building located on the Site. The additional Site investigation was performed to define the lateral and vertical extents of the impacts to soil and make a preliminary assessment of groundwater impacts, if any. The location of the soil borings advanced at the Site for these investigations was limited to those areas of the parking lot south and east of the existing building. Due to the presence of the building, no soil or groundwater samples were collected directly under the building foot print.

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The results of the additional investigation defined the southern and eastern limits of the hydrocarbon impacts to soil, however the impacts were greatest at sample locations collected at the southeast corner of the building. This suggests soil impacts likely extend to the northwest from the point, but there is currently no data to define the lateral extent of these impacts under the building footprint. Investigation of the soils under the building footprint are necessary to properly define the extent of hydrocarbon impacts at the Site.

PURPOSE AND SCOPE OF SERVICES

- The purpose of this proposal is to provide a cost estimate to perform additional Site characterization of the area currently under the building footprint. The work will generally follow the Corrective Action Work Plan for Site Characterization (CAWP) and be in accordance with the requirements defined in the County of Riverside DEH Site Assessment and Cleanup Corrective Action Guidelines, Revision 2/2007.

To address the DEH requirements, URS proposes the following scope of services:

1. Prepare a Letter Addendum to the existing CAWP which will define the proposed locations for up to four (4) additional soil borings to be advanced at the Site. In general, the laboratory analytical, drilling and sampling methodologies, and reporting process will be as defined in the CAWP.
2. Obtain approval from the EDA to conduct drilling and sampling activities at the Site;
3. Update the existing Health and Safety Plan as necessary to cover the project specific tasks;
4. Contact Underground Services Alert 48 hours in advance of drilling and sampling activities to clear subsurface utilities crossing the Site and subsurface obstructions to drilling.
5. Collect soil and groundwater samples as defined in the Letter Addendum to the CAWP by the means of direct push techniques. This is estimated to require one 8-hour working day drilling Geoprobe borings in the former building footprint area and collecting soil samples at 5-foot intervals for laboratory analysis from a total of not more than four boring locations. Staff will place these borings as a close as possible the locations defined in the Letter Addendum to the CAWP. A total of three borings will be advanced to 40 feet bgs. One additional boring will be advanced to 55 feet bgs. Soil samples will be collected from all four borings (not to exceed 35 discreet samples). One groundwater grab sample will be collected from the deeper boring;
6. Submit the samples to a laboratory certified to perform chemical testing in the State of California. Sample analysis will be in accordance with the CAWP, and



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the Letter Addendum. Those samples with detections of VOCs. For costing, the following maximum sample quantities are assumed:

- **Soil:**
 - TPHccid by 8015 – 35 samples
 - VOCs full scan w/ oxy by 8620 - 35 samples
 - TPH gasoline by 8260 (performed on samples run for VOCs) – 35 samples
 - Total Lead by SW 846 - 3 samples
 - CAM 17 metals by 6010 - 1 sample (for waste characterization)
 - BTEX and MTBE by 8260 - 1 sample (for waste characterization)
 - **Water:**
 - TPHccid by 8015 - 1 sample
 - VOCs full scan w/ oxy by 8620 - 1 sample
 - Total Lead by SW 846 - 1 sample;
7. Backfill the Geoprobe borings with hydrated bentonite or cement bentonite grout as appropriate and surface them with cold-patch asphalt.
 8. Prepare one draft and one final report to document the findings, conclusions, and recommendations of the Additional Site Characterization Investigation.

The CAWP describes an investigative approach to provide vertical and lateral delineation of hydrocarbon impacts to soil in the general areas of Borings B-4, B-6, and B-7. The Letter Addendum to the CAWP will provide proposed boring locations and sample depths for those areas under the building footprint which have not been investigated at this point. The CAWP follows the County of Riverside DEH Site Assessment and Cleanup Corrective Action Guidelines, Revision 2/2007 and will be intended to satisfy the requirements of DEH for work plans and the site specific investigative needs. Proposed investigative techniques in the CAWP were selected based on the 2007 DEH guidelines, known and assumed Site conditions, discussions with DEH, and best value. Actual conditions encountered may vary from anticipated and may require alternative methodologies to complete the sample collection. These alternative approaches are not included as part of this cost estimate.

SCHEDULE AND ESTIMATED CHARGES

URS is prepared to begin the services described herein upon receipt of written authorization to proceed from the EDA and complete them in approximately four weeks. During the course of our investigation we will apprise you of findings that could indicate the need for further investigation. URS proposes to perform the services described herein on a **time-and-expense** basis for an estimated fee of **\$16,500**. These fees will not be exceeded without your prior authorization.



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ASSUMPTIONS

In estimating charges for this project and other services described above, we have made the following assumptions:

- The scope of services will not differ from that described in this proposal;
- It is assumed the utility lines beneath the building slab and foundations are inactive and do not need to be protected.
- It is assumed the direct push rig will be able to penetrate the remaining slab, and that no concrete coring will be required. If coring is required, this will be at an additional cost.
- It is assumed that no more than four (4) additional borings will be necessary for the remaining assessment and that this will be acceptable to DEH.
- It is assumed the depths of investigation are 40 and 55 feet as described in the Scope of Services. If groundwater is not encountered by 50 feet bgs additional charged for rig time, sample collection and analytical will apply.
- It is assumed that the proposed drilling method (direct push) will be successful at penetrating to the anticipated depths (40 and 55 feet). If refusal is encountered prior to reaching the planned depths, or if these depths increase beyond the reach of the direct push method, an alternative drilling method will need to be used (likely hollow stem auger [HSA}). The costs of HSA are not included in this estimate. If alternative drilling methods are required, you will be provided an additional cost estimate to perform the work as a separate task for your approval prior to the work being scheduled. If this is required, the duration of the project will increase (the completion date of the reporting will be extended);
- The laboratory cost estimates are based on the quantities listed in the Scope of Services. If additional analysis is required they will be invoiced based on the actual cost plus 10%;
- The laboratory costs assume that Method 5035 will not be required by DEH for the soil analysis for VOCs. If DEH requires Method 5035 preparation, the cost will be \$12 additional per sample preparation;
- It is assumed the field work will be completed in no more than one working days (8 hour day);
- It is assumed no formal data validation, other than that performed by the laboratory as part of their standard QA/QC process will be performed;
- It is assumed no duplicate samples, field blank samples, equipment blank samples will be required;



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- It is assumed no County well permit, or other permitting costs will be required for the borings or groundwater sample collection;
- A draft report will be submitted electronically to EDA for review prior to submittal of the final report to County of Riverside DEH. It is assumed EDA comments will be minimal and require less than 1 hour of effort to incorporate into the final report;
- Two hard copies of the signed final report will be submitted to County of Riverside DEH. It is assumed work plan acceptance by DEH will not require revisions to the final report. If DEH requires revisions prior to acceptance, additional charges may apply;
- The report will be submitted to DEH only. No other regulatory agencies or interested parties will require review copies or provide approvals or comments.
- No submittal fees or other fees or payments will be required;
- We assume that URS will have unencumbered access to the property and that there will be no obstacles to investigative work. If significant delays are experienced in gaining access to all, or portions of, the Site, or if multiple trips to the Site are required in order to accomplish project tasks, additional charges may apply;
- We will encounter neither subsurface obstructions nor overhead limitations to drilling and sampling activities;
- Soil samples will be sent to a fixed laboratory, which will analyze them on a standard turnaround basis, consisting of no more than 10 working days;
- Sometimes in the course of assisting clients with due diligence requirements or investigations, additional tasks become necessary and are requested by the client, such as conferencing with representatives of involved parties; preparation of work scopes for additional assessment; preparation of cost estimates for remedial actions; or preparation of agreements for other parties who wish to rely upon URS' report. Sometimes significant additional work becomes necessary due to multiple reviews by the client and other involved parties, such as lenders, investors, and legal counsel for any of these parties, with the resulting need for preparation of multiple reports. If these or similar situations result in significant time expenditure, additional charges may apply and you will be notified promptly.

TERMS, CONDITIONS, AND LIMITATIONS

The terms, conditions, and limitations of URS' liability shall be in accordance with those described within this proposal and the recent contract dated January 26, 2010 under which URS has provided EDA with a Environmental Site Assessment Services.¹

¹ Agreement For Consulting Services Between The Redevelopment Agency For the County of Riverside And URS Corporation (Cabazon Sewer Project)



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The limitations of our services shall be as follows. Services performed by URS will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions. It is important to recognize that even the most comprehensive scope of services may fail to detect environmental liabilities on a particular site. Therefore, URS cannot act as insurers and cannot "certify" that a site is free of environmental contamination. No express or implied representation or warranty is included or intended in our reports, except that our services were performed, within the limits prescribed by our client, with the customary thoroughness and competence of our profession, in accordance with the general intent of the current and applicable standards.

URS trusts the services outlined in this proposal meets with your current requirements. If this proposal is satisfactory, please complete the attached authorization statement to indicate your approval of the scope of services and acceptance of our limitation of liability terms and return one copy of this added authorization for your files. This proposal will serve in lieu of a contract until one is issued by the EDA for the project. The services and estimate presented herein are applicable for a period of 30 days from the date of this additional authorization.

-oOo-

Thank you for the opportunity to present this additional authorization to the EDA. Please contact us if you have any questions regarding this proposal, or if we can be of further assistance.

Sincerely,
 URS CORPORATION

Paul Peterson, CHg, CEG
 Senior Geologist

Brian E. Wynne
 Vice President

Attachments: Schedule of Fees

CLIENT

 Signature

 Typed Name/Title

 Date of Signature

URS

 Signature

 Typed Name/Title

 Date of Signature

URS
Los Angeles Basin
2012 Schedule of Fees and Charges (Rate Table)

The following describes the basis for compensation for service performed during the fiscal year 2012.

This Schedule of Fees and Charges will be adjusted annually on January 1 of each subsequent year to reflect merit and economic salary increases, and changes in the expected level and mode of operations for the new year: The new Schedule of Fees and Charges will apply to existing and new assignments.

PERSONNEL CHARGES

The charge for all time required in the performance of the Scope of Service, including office, field and travel time, will be at the Unit Price Hourly rates set forth below for the labor classifications indicated.

<u>Labor Classification-Professional Staff</u>	<u>Hourly Rate</u>
Graduate Engineer, Geologist, Scientist	\$115
Engineer, Geologist, Scientist	\$125
Senior Engineer, Geologist, Scientist	\$140
Project Manager	\$175
Project Engineer, Geologist, Scientist	\$180
Senior Project Manager	\$195
Principal Engineer, Geologist, Scientist	\$235
Project Director	\$295
<u>Office Technicians</u>	<u>Hourly Rate</u>
Drafter/Illustrator	\$85
Senior Drafter/Illustrator	\$100
Designer	\$105
Senior Designer	\$110
Lead Designer	\$120
<u>Field Technicians</u>	<u>Hourly Rate</u>
Technician	\$95
Senior Technician	\$105
Senior Project Technician	\$115
Project Superintendent	\$125
<u>Project Administrators</u>	<u>Hourly Rate</u>
Clerical	\$65
Project Assistant	\$80
Project Administrator	\$95
Senior Project Administrator	\$100
Principal Project Administrator	\$115

Overtime (hours worked in excess of eight (8) hours per day) by exempt personnel will be charged at the above straight time rate. Overtime by non-exempt personnel will be charged at 1.5 times the above hourly rates.

*The above rates do not include prevailing wages as determined by the Department of Industrial Relations on Public Works projects. Prevailing wages and benefits are billed at a higher rate in comparison to the URS rate.

When URS staff, appear as expert witnesses at court trials, mediation, arbitration hearings and depositions, their time will be charged at 2.0 times the standard rate. All time spent preparing for such trials, hearings and depositions will be charged at the standard labor rate.

LABORATORY SERVICES & EQUIPMENT CHARGES

Charges for laboratory services and equipment will be charged at standard usage rates. Rate schedules are available upon request.

OTHER PROJECT CHARGES

Subcontractors and Equipment Rental

The cost of services subcontracted by URS to others and other costs incurred by URS will be charged at cost plus 15%.

Communications

The cost of communications including telephone, pagers, cell phones, network communications, facsimile, routine postage and incidental copying costs will be charged a flat rate of 4% of total gross labor charges.

Computers

The use of in-house computers for spreadsheets, word processing, and other similar functions are included in the hourly rates under Personnel Charges. Specialty software including Computer-Aided Design and Drafting (CADD), modeling software (Geographic Information Systems, noise, air emissions, groundwater and other modeling applications), and similar software will be charged at \$10.00 per hour.

Plots

The following charges will apply for plots generated by the CADD and GIS systems. Color paper plots: \$18.00 for 24x36, and \$22.00 for 36x48. Non-color paper plots: \$7.00 each. Mylar: \$20.00 for 24x36 and \$25.00 for 36x48.

Document Reproduction

In-house reproduction will be charged at \$0.10 a page for black and white and \$1.25 a page for color.

Vehicles and Mileage

Leased field vehicles (pick-ups, vans, trucks, etc.) used on project assignments will be charged at \$85.00 per day. The mileage charge for personal autos will be the current mileage rate established by the Internal Revenue Service.

This fee schedule contains confidential business information and is not to be copied or distributed for any purpose other than the use intended in this contract or proposal.

**URS
Los Angeles Basin
2012 Schedule of Fees and Charges (Multiplier)**

The following describes the basis for compensation for service performed during the fiscal year 2012.

PERSONNEL CHARGES

The charge for all time required in the performance of the Scope of Services, including office, field and travel time, will be at the rate of 3.75 times the raw salary of the URS staff performing the work or times the rate charged by contract personnel under URS supervision and using URS facilities.

Overtime (hours worked in excess of eight (8) hours per day) by exempt personnel will be charged at the above straight time rate. Overtime by non-exempt personnel will be charged at 1.5 times the above hourly rates.

When URS staff, appear as expert witnesses at court trials, mediation, arbitration hearings, and depositions, their time will be charged at 2.0 times the standard rate. All time spent by personnel preparing for such trials, hearings, and depositions, will be charged at the standard 3.75 times raw salary rate.

Special project accounting reporting and financial services, including submission of invoice support documentation will be charged.

LABORATORY SERVICES & EQUIPMENT CHARGES

Charges for laboratory services and equipment will be charged at standard usage rates. Rate schedules are available upon request.

OTHER PROJECT CHARGES

Subcontracts and Equipment Rental

The cost of services subcontracted by URS to others and other costs incurred by URS will be charged at cost plus 15%.

Communications

The cost of communications including telephone, pagers, cell phones, network communications, facsimile, routine postage and incidental copying costs will be charged a flat rate of 4% of total gross labor charges.

Computers

The use of in-house computers for spreadsheets, word processing, and other similar functions are included in the hourly rates under Personnel Charges. Specialty software including Computer-Aided Design and Drafting (CADD), modeling software (Geographic Information Systems, noise, air emissions, groundwater and other modeling applications), and similar software will be charged at \$10.00 per hour.

Plots

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