

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

503



**FROM:** Successor Agency to the Redevelopment Agency

**SUBMITTAL DATE:**  
April 12, 2012

**SUBJECT:** El Cerrito Road and Storm Drain Improvements 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 soils and materials testing and inspection services on the El Cerrito Road Improvement Project, between Southern California Soil & Testing, Inc. and the County of Riverside in the amount of \$75,000; 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

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 75,000	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

<b>SOURCE OF FUNDS:</b> 1-1986 Redevelopment Project Area Capital Improvement Project Funds – El Cerrito Sub-Area	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

BY:   
Jennifer L. Sargent

County Executive Office Signature

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

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

Ayes: Buster, Stone, Benoit and Ashley  
Nays: None  
Absent: Tavaglione  
Date: April 24, 2012  
xc: RDA, EDA, Auditor

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

Prev. Agn. Ref.: 4.10 of 6/28/11, 3.47 of 6/28/11      District: 2/2      Agenda Number: **4.1**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY:   
 DATE: 4/12/12  
 Departmental: SAMUEL WONG

FORM APPROVED COUNTY COUNSEL  
 DATE: 4/12/12  
 BY: MARSHA L. VICTOR

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

**BACKGROUND:** On March 26, 2002, the Board of Directors entered into an agreement with Krieger and Stewart for the engineering and design of the El Cerrito Road and Storm Drain Improvement Project. The project consists of storm drain improvements to provide ultimate flow capacity, median, street improvements including curb, gutter, sidewalks, and installation of a traffic signal at the intersection of El Cerrito Road and Evelyn Street along the segment of El Cerrito Road between Interstate 15 and Temescal Canyon Road in the unincorporated community of El Cerrito.

These improvements will benefit the El Cerrito Sub-Area of Redevelopment Project Area 1-1986 by helping to eliminate blight within the project area by installing sidewalks, streets, curb, gutter, and the construction of a new storm drain, and significantly improving the pedestrian access in the area. The Riverside County Flood Control and Water Conservation District (RCFC&WCD) has agreed to provide funding for the drainage improvement segment of the project not-to-exceed the amount of \$2,900,000 (construction costs, inspection, and plan checking fees).

On May 3, 2011, the Board approved the plans and specifications for El Cerrito Road and Storm Drain Improvements Project and authorized the Clerk of the Board to advertise the Notice Inviting Bids. On June 28, 2011, the Board accepted and awarded the construction contract for the project to the lowest responsible bidder, Riverside Construction Company.

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 Southern California Soil & Testing, Inc. is reflected on the IROPS and will facilitate construction of the project through proper construction testing of materials, processes of construction, and ensure the the project is per local, state, and federal codes and standards.

Staff recommends that the Board approve attached consulting services agreement with Southern California Soil & Testing , Inc., for Soils and Materials Testing and Inspection Services in the amount of \$75,000.

Attachment:

- Consulting Services Agreement with Southern California Soil & Testing, Inc.

1                                   **CONSULTING SERVICES AGREEMENT**  
2                                   **BY AND BETWEEN THE**  
3                                   **THE COUNTY OF RIVERSIDE AS SUCCESSOR AGENCY**  
4                                   **AND SOUTHERN CALIFORNIA SOIL & TESTING, INC.**  
5                                   **FOR GEOTECHNICAL MATERIAL TESTING**  
6                                   **AND SPECIAL INSPECTION SERVICES**  
7                                   **FOR THE EL CERRITO ROAD STREET IMPROVEMENT PROJECT**

8                   **THIS AGREEMENT**, is made and entered into this 24<sup>th</sup> day of April, 2012,  
9 by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of  
10 California acting in its capacity as Successor Agency to the Redevelopment Agency for  
11 the County of Riverside (hereinafter "AGENCY"), and Southern California Soil &  
12 Testing, Inc. (hereinafter "CONSULTANT").

13                                   **RECITALS**

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

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

23                   **WHEREAS**, the County of Riverside and the Former RDA adopted by Ordinance  
24 No. 800, on December 14, 1999, a redevelopment plan for an area within the County  
25 identified as the El Cerrito Sub-Area of 1-1986 Redevelopment Project Area (hereinafter  
26 the "PROJECT AREA");

27                   **WHEREAS**, the 1-1986 Redevelopment Plan was adopted in order to eliminate  
28 blight and revitalize the substandard physical and economic conditions that exist within  
the PROJECT AREA;

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APR 24 2012

1           **WHEREAS**, pursuant to Sections 34177-34181 of the Health and Safety Code,  
2 the AGENCY is authorized to make and execute contracts and other instruments  
3 necessary or convenient in compliance with the Enforceable Obligation Payment  
4 Schedule (EOPS) as superseded by the Recognized Obligation Payment Schedule  
5 (ROPS) as adopted by the Agency and the Oversight Board;

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

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

14           **WHEREAS**, the proposed services provided in this agreement will benefit the  
15 PROJECT AREA by facilitating the construction of the El Cerrito Road Improvement  
16 Project (hereinafter referred to as "PROJECT"), in order to ensure proper construction  
17 materials, equipment, labor, and processes, helping to eliminate blight and revitalize the  
18 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 for complete geotechnical material testing and special  
22 inspections for the PROJECT; and

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

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

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

6                   a.     Compaction testing and observation for curb and gutter, sidewalk,  
7 cross gutters and spandrels, curb ramps, and drive approaches; and

8                   b.     Compaction testing and observation for Class II aggregate base  
9 and asphalt concrete placement; and

10                  c.     Compaction testing and observation for retaining walls; and

11                  d.     Maximum wet-density, Asphalt Concrete and Portland Cement  
12 Concrete, and compression testing; and

13                  e.     Engineering, staff review, and project management including all  
14 reports and sample pick-ups; and

15                  f.     All inspections and material testing, in accordance with the  
16 California Department of Transportation standards and specifications, Riverside County  
17 Transportation Department standards, and Riverside County Flood Control standards;  
18 per the PROJECT plans and specifications; and as required by the County of Riverside  
19 and other governmental agencies, laws and regulations, for all construction and utility  
20 activities in association with the PROJECT. In case of conflicts between the PROJECT  
21 documents abovementioned, the more restrictive and higher quality testing and  
22 inspection shall govern.

23                  1.1    CONSULTANT represents and maintains that it is skilled in the  
24 professional calling necessary to perform all services, duties and obligations required by  
25 this Agreement to fully and adequately complete the PROJECT. CONSULTANT shall  
26 perform the services and duties in conformance to and consistent with the standards  
27 generally recognized as being employed by professionals in the same discipline in the  
28 State of California. CONSULTANT further represents and warrants to the AGENCY

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

4 **2. COMPENSATION AND METHOD OF PAYMENT.** CONSULTANT

5 compensation shall be an amount not to exceed seventy-five thousand dollars  
6 (\$75,000), with a base budget of sixty-six thousand, nine hundred and ten dollars  
7 (\$66,910), and contingency of eight thousand ninety dollars (\$8,090) for work as  
8 directed in the field by the AGENCY. CONSULTANT shall submit invoices to AGENCY  
9 for progress payments based on work completed to date. AGENCY shall reimburse  
10 CONSULTANT within thirty (30) days of receipt of invoice. If the CONSULTANT  
11 completes the work ahead of schedule and under budget, the AGENCY will retain any  
12 unused monies. The PROJECT is a public works project and therefore subject to  
13 prevailing wage requirements. CONSULTANT hereby agrees to pay for all travel and  
14 daily trip charges; AGENCY will not compensate CONSULTANT for minimum daily  
15 show-up charges.

16 2.1 Said compensation shall be paid in accordance with an invoice submitted  
17 to AGENCY by CONSULTANT within fifteen (15) days from the last day of each  
18 calendar month, and AGENCY shall pay the invoice within thirty (30) working days from  
19 the date of receipt of the invoice. Payment requests shall be submitted on a monthly  
20 basis utilizing a format acceptable to the AGENCY. Each invoice shall include the  
21 number of hours expended by CONSULTANT'S staff as well as all hours expended by  
22 sub-consultant's staff. Invoices shall also include a status report that includes the  
23 percentage of work completed.

24 2.2 Certain classifications of labor under this contract may be subject to  
25 prevailing wage requirements.

26 a. Reference is made to Chapter 1, Part 7, Division 2 of the California  
27 Labor Code (commencing with Section 1720). By this reference said Chapter 1 is  
28 incorporated herein with like effect as if it were here set forth in full. The parties

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

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

21           **3. AMENDMENTS TO WORK PROGRAM.** AGENCY'S Assistant County  
22 Executive Officer, or designee, is authorized to approve and execute changes to the  
23 Agreement. Such changes shall be mutually agreed upon by and between the  
24 Assistant County Executive Officer/EDA, or designee, and CONSULTANT, and shall be  
25 incorporated in written amendments to this Agreement.

26           **4. TIME OF PERFORMANCE.** CONSULTANT shall commence and  
27 complete performance of services described in Section 1 and Exhibit "A" upon  
28 execution of this Agreement by the AGENCY and agrees that it will diligently and

1 responsibly pursue the performance of the services required of it by this Agreement.  
2 CONSULTANT will perform the services on Exhibit "A" through PROJECT completion  
3 unless the work program is altered by written amendments pursuant to the provisions in  
4 Section 3. All services to be performed herein shall be completed no later than three  
5 hundred sixty-five calendar days (365) from the date this Agreement is fully executed,  
6 and shall be based on a standard construction workday of eight hours per day

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

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

15 <b>AGENCY</b>	15 <b>CONSULTANT</b>
16 AGENCY	16 CONSULTANT
17 Erik Sydow	17 Josh Atadero
17 Project Manager	17 Director of Marketing & Operations
18 County of Riverside	18 Southern California Soil & Testing, Inc.
18 3403 10 <sup>th</sup> Street, Suite 500	18 1130 Palmyrita Avenue
19 Riverside, CA 92501	19 Riverside, CA 92507
19 Phone: (951) 955-0911	19 Phone: (760) 775-5983
20 Fax: (951) 955-6686	

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

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

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



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

9           **10.   NON-DISCRIMINATION REQUIREMENTS.** CONSULTANT shall ensure  
10 that there shall be no discrimination against or segregation of any person, or group of  
11 persons, on account of race, color, creed, religion, age, sex, marital status, handicap,  
12 national origin, ancestry or any category protected pursuant to the California Fair  
13 Employment and Housing Act, in the performance of this Agreement and that  
14 CONSULTANT, Contractor, or any person claiming under or through AGENCY shall not  
15 establish or permit any such practice or practices of discrimination or segregation.

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

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

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

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

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

11 Either party may terminate this Agreement upon thirty (30) days written notice to  
12 the other. In the event of such termination, CONSULTANT shall be compensated for all  
13 services performed and expenses incurred to the date of notice of termination as  
14 described in a written report to AGENCY prepared by CONSULTANT. Upon  
15 termination, CONSULTANT shall submit to AGENCY all materials and reports (including  
16 any uncompleted reports or unfinished work). Such compensation shall be paid within  
17 thirty (30) days of termination.

18 **15. NOTICES OF TERMINATION.** Notice of termination by AGENCY to  
19 CONSULTANT shall be deemed delivered if sent by certified mail, return receipt  
20 requested, to CONSULTANT'S Designated Representative identified within Section 6;  
21 Notice by CONSULTANT to AGENCY shall be deemed delivered if sent by certified  
22 mail, return receipt requested, to:

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

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1           **17. INDEPENDENT CONSULTANT.** It is understood and agreed that  
2 CONSULTANT is an independent contractor and that no relationship of employer-  
3 employee exists between the parties hereto. CONSULTANT shall not be entitled to any  
4 benefits payable to employees of AGENCY including County Workers' Compensation  
5 Benefits. It is further understood and agreed by the parties hereto that CONSULTANT  
6 in the performance of its obligation hereunder is subject to the control or direction of  
7 AGENCY merely as to the result to be accomplished by the services hereunder agreed  
8 to be rendered and performed and not as to the means and methods of accomplishing  
9 the results. CONSULTANT, its employees and agents shall maintain professional  
10 licenses required by the laws of the State of California at all times while performing  
11 services under the Agreement.

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

20           **18.1 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  
24 than \$1,000,000 per person per accident. The policy shall be endorsed to waive  
25 subrogation in favor of the AGENCY and County of Riverside.

26           **18.2 Commercial General Liability:** Commercial General Liability insurance  
27 coverage, including but not limited to, premises liability, unmodified contractual liability,  
28 products and completed operations liability, personal and advertising injury, and cross

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

8       18.3 Vehicle Liability: If vehicles or mobile equipment are used in the  
9 performance of the obligations under this Agreement, then CONSULTANT shall  
10 maintain liability insurance for all owned, non-owned or hired vehicles so used 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. Policy shall name the AGENCY,  
14 County of Riverside, special districts, their respective directors, officers, Board of  
15 Supervisors, elected officials, employees, agents or representatives as an Additional  
16 Insured.

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

1        18.5 General Insurance Provisions - All lines:

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

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

16        c. CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to  
17 furnish the AGENCY with either 1) a properly executed original Certificate(s) of  
18 Insurance and certified original copies of Endorsements effecting coverage as required  
19 herein; or, 2) if requested to do so orally or in writing by the AGENCY Risk Manager,  
20 provide original Certified copies of policies including all Endorsements and all  
21 attachments thereto, showing such insurance is in full force and effect. Further, said  
22 Certificate(s) and policies of insurance shall contain the covenant of the insurance  
23 carrier(s) that thirty (30) days written notice shall be given to the AGENCY prior to any  
24 material modification, cancellation, expiration, or reduction in coverage, this Agreement  
25 shall terminate forthwith, unless the AGENCY receives, prior to such effective date,  
26 another properly executed original Certificate of Insurance and original copies of  
27 endorsements or certified original policies, including all endorsements and attachments  
28 thereto evidencing coverage's set forth herein and the insurance required herein is in

1 full force and effect. *CONSULTANT shall not commence operations until the AGENCY*  
2 *has been furnished original Certificate(s) of Insurance and certified original copies of*  
3 *endorsements and if requested, certified original policies of insurance including all*  
4 *endorsements and any and all other attachments as required in this Section. An*  
5 *individual authorized by the insurance carrier to do so on its behalf shall sign the original*  
6 *endorsements for each policy and the Certificate of Insurance.*

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

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

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

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

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

25 **19. INDEMNITY AND HOLD HARMLESS:** The CONSULTANT agrees to and  
26 shall indemnify and hold harmless the County of Riverside, its Agencies, Districts,  
27 Departments and Special Districts, their respective directors, officers, Board of  
28 Supervisors, elected and appointed officials, employees, agents and representatives

1 (hereinafter individually and collectively referred to as "Indemnitees") from all liability,  
2 including, but not limited to loss, suits, claims, demands, actions, or proceedings to the  
3 extent caused by any alleged or actual negligence, recklessness, willful misconduct,  
4 error or omission of CONSULTANT, its directors, officers, partners, employees, agents  
5 or representatives or any person or organization for whom CONSULTANT is  
6 responsible, arising out of or from the performance of services under this Agreement.

7 19.1 As respects each and every indemnification herein CONSULTANT shall  
8 defend and pay, at its sole expense, all costs and fees including but not limited to  
9 attorney fees, cost of investigation, and defense and settlements or awards against the  
10 Indemnitees.

11 19.2 With respect to any action or claim subject to indemnification herein by  
12 CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of  
13 their own choice and shall have the right to adjust, settle, or compromise any such  
14 action or claim without the prior consent of AGENCY; provided, however, that any such  
15 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
16 CONSULTANT'S indemnification to Indemnitees as set forth herein.

17 19.3 CONSULTANT'S obligation hereunder shall be satisfied when  
18 CONSULTANT has provided to Indemnitees the appropriate form of dismissal relieving  
19 Indemnitees from any liability for the action or claim involved.

20 19.4 The specified insurance limits required in this Agreement shall in no way  
21 limit or circumscribe CONSULTANT'S obligations to indemnify and hold harmless  
22 Indemnitees from third party claims.

23 19.5 In the event there is conflict between this clause and California Civil Code  
24 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such  
25 interpretation shall not relieve the CONSULTANT from indemnifying the AGENCY to the  
26 fullest extent allowed by law.

27 **21. ENTIRE AGREEMENT.** This Agreement is intended by the Parties hereto  
28 as a final expression of their understanding with respect to the subject matter hereof

1 and as a complete and exclusive statement of the terms and conditions thereof and  
2 supercedes any and all prior and contemporaneous agreements and understandings,  
3 oral or written, in connection therewith. Any amounts to or clarification necessary to this  
4 Agreement shall be in writing and acknowledged by all parties to the Agreement. This  
5 Agreement may be changed or modified only upon the written consent of the Parties.

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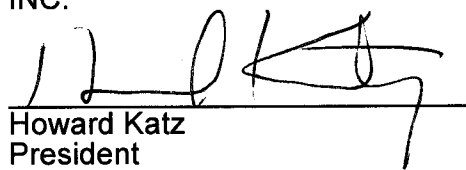


1           **IN WITNESS WHEREOF**, the County of Riverside, acting in its capacity as  
2 Successor Agency to the Redevelopment Agency for the County of Riverside and  
3 CONSULTANT, have executed this Agreement as of the date first above written.

4  
5 COUNTY OF RIVERSIDE

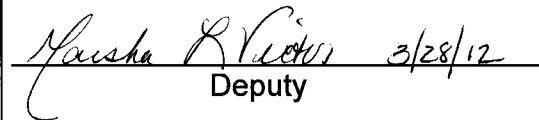
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7 \_\_\_\_\_  
8 John Tavaglione, Chairman  
Board of Supervisors

SOUTHERN CAL. SOIL & TESTING,  
INC.

9   
10 \_\_\_\_\_  
11 Howard Katz  
12 President

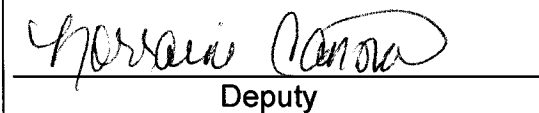
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14 **APPROVED AS TO FORM:**

15 Pamela J. Walls  
16 County Counsel

17   
18 \_\_\_\_\_  
19 Deputy

20 **ATTEST:**

21 Kecia Harper-Ihem  
22 Clerk of the Board

23   
24 \_\_\_\_\_  
25 Deputy

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27 S:\RDACOMDIS2\EI Cerrito\EI Cerrito Street Improvement\3.0 Consultant Agreements & Contracts\Geotech\20120208\_Consulting Services Agreement\Successor Agency.docx

# EXHIBIT "A"



San Diego Office  
6280 Riverdale Street  
San Diego, CA 92120

P: 619.280.4321  
F: 619.280.4717  
www.scst.com

Indio Office  
83-740 Citrus Avenue, Suite G  
Indio, CA 92201-3438

P: 760.778.5983  
F: 760.778.8362

Riverside Office  
1130 Palmyra Avenue, Suite 339-A  
Riverside, CA 92507

P: 951.965.8711  
Toll Free:  
877.215.4321

June 20, 2011

SCS&T Proposal No. 11RS029

**Dane Winkelman**  
**County of Riverside Economic Development Agency**  
**3403 Tenth Street, Suite 400**  
**Riverside, CA 92501**

**Subject: PROPOSAL TO PROVIDE TESTING & INSPECTION SERVICES**  
**EL CERRITO ROAD IMPROVEMENT PROJECT, RIVERSIDE, CALIFORNIA**

**Reference:** 1. "El Cerrito Road Improvement Project" Project Drawings; prepared by Krieger & Stewart, Inc., dated 08-20-2010.  
2. "El Cerrito Channel Stage 5" Project Drawings; prepared by Krieger & Stewart, Inc.; dated 08-27-2010

Dear Mr. Winkelamn:

In accordance with your request, Southern California Soil and Testing, Inc., (SCS&T) has prepared the following proposal to provide soils / materials testing and special inspection services during the construction of the El Cerrito Road Improvement Project. The scope of work and budget estimate is as follows:

### PROJECT SERVICES

560 Hours	Soils / AC Technician	\$ 78.00	Hour \$	43,680.00
200 Hours	Concrete Inspection / ACI Technician	\$ 78.00	Hour \$	15,600.00
6 Each	Laboratory Maximum Density "Soils"	\$ 175.00	Each \$	1,050.00
6 Each	Laboratory Maximum Density "Asphalt"	\$ 200.00	Each \$	1,200.00
4 Each	Sand Equivalent	\$ 65.00	Each \$	260.00
4 Each	Sieve Analysis	\$ 65.00	Each \$	260.00
80 Each	Concrete Compression Test	\$ 22.00	Each \$	1,760.00
1 Each	Final Review & Final Report	\$ 400.00	Each \$	400.00
30 Hours	Project Manager / Project Engineer	\$ 90.00	Hour \$	2,700.00
1 Each	Contingency	\$8,090.00	Each \$	8,090.00
	<b>Total</b>		<b>\$</b>	<b>75,000.00</b>

These services will be provided on an on-call basis and will be billed in accordance with the rates and stipulations described in the attached agreement and fee schedule. Based on the aforementioned scope of work, we respectfully request a budget of **\$75,000.00**. Additional services will not be performed without prior written approval from Riverside County EDA. Please authorize our services by returning a signed copy of this agreement to our office.

### DEFINITION OF RESPONSIBILITY

The presence of our field representative will be for the purpose of observing the construction and reporting its general compliance with the approved plans and the applicable building codes. Our work does not include the supervision or direction of the contractor's work, his employees or agents. The contractor is responsible for his/her own work, and neither the presence of our field personnel nor the observation and testing by this firm should excuse him in any way for defects in his work. It should further be understood that we are not responsible for site safety. During the course of a subsurface investigation, heavy equipment may disrupt the site.

### LIMITS OF LIABILITY

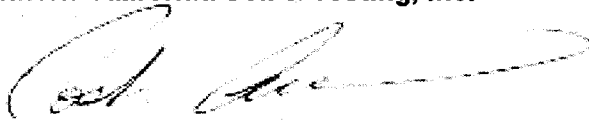
Consultant's liability for damages due to professional negligence will be limited to an amount not to exceed \$50,000, or our fees, whichever is greater. Client further agrees to notify any person or entity who may perform work or provide services in connection with any design, report, or study prepared by Consultant of such limitation of professional liability, and to require, as a condition precedent to their performing any work or providing any services on the project, their written agreement that this limitation of Consultant's liability to all persons or entities arising out of or related to its services under this Agreement shall not exceed the above-stated limits. Because of the nature of subsurface investigations, we may cause damage to your site. It shall be the responsibility of the client and not SCS&T to return the site to its original condition.

### AUTHORIZATION

This proposal is valid for 90 days from the date initiated. Upon approval of this proposal, we will accept authorization to proceed upon receipt of both Professional Services Agreements signed by an officer of your company. In turn, we will send you a fully executed copy for your records. If you have any questions regarding this document or if we may be of further service, please contact our office at (760) 775-5983.

We appreciate the opportunity to prepare this proposal and look forward to working with you on this project.

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



Josh Atadero  
Director of Marketing & Operations

Attachments: 2011 Schedule of Fees

(1) Addressee

