

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

1587



FROM: Economic Development Agency

SUBMITTAL DATE:
January 24, 2013

SUBJECT: Riverside County Regional Medical Center Nursing and Allied Health Education Building - Approval of Project Budget

RECOMMENDED MOTION: That the Board of Supervisors:

1. Waive any minor irregularities in the bid and award the construction agreement between the County of Riverside and AWI Builders, Inc., of Vernon, California, in the amount of \$12,994,500 and authorize the Chairman of the Board to execute the agreement on behalf of the county;
2. Approve the attached professional services agreement between the County of Riverside and MTGL Inc. of Riverside, California, in the amount of \$196,141, and authorize the Chairman of the Board to execute the agreement on behalf of the county;

(continued)

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Lisette Rose 1/24/13
Lisette Rose

[Signature]
Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 18,728,365	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: Coral Bond Proceeds (debt service to be paid by RCRMC Enterprise Fund)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: Jennifer Sargent
Jennifer Sargent

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: February 26, 2013
xc: EDA, CIP, Auditor, RCRMC

Kecia Harper-Ihem
Clerk of the Board
By: [Signature]
Deputy

Prev. Agn. Ref.: 3.13 of 9/11/12; 3.34 of 7/27/10

District: 5/5

Agenda Number: **3-82**

FORM APPROVED FOR COUNTY OF RIVERSIDE
 DATE 1/24/13
 BY: MARSHAL VICTOR
 Departmental Concurrence
 Douglas Bagley, Hospital Administrator
 Riverside County Regional Medical Center
 REVIEWED BY CIP
 Christopher Hans
 By: [Signature]
 Policy Policy
 Consent Consent
 Dep't Recomm.: Per Exec. Ofc.:

RECOMMENDED MOTION: (Continued)

3. Ratify the attached Amendment No. 1 to the architectural and engineering services agreement between the County of Riverside and DLR Group, formerly known as Widom Wein Cohen O'Leary Terasawa, of Riverside, California in the amount of \$63,345 and authorize the Chairman of the Board to execute the agreement on behalf of the county;
4. Authorize the Assistant County Executive Officer/EDA to administer the agreements for AWI Builders Inc., MTGL Inc., and DLR Group in accordance with applicable Board policies;
5. Approve the total project budget of \$18,728,365; and
6. Delegate project management authority for this project to the Assistant County Executive Officer/EDA in accordance to applicable Board policies.

BACKGROUND:

On September 11, 2012, the Board of Supervisors approved the revised plans and specifications for the Riverside County Regional Medical Center (RCRMC) Nursing and Allied Health Education Building project and authorized the Clerk of the Board to advertise for bids.

On August 31, 2012, 29 contractors attended a mandatory job walk for the RCRMC Nursing and Allied Health Education Building project. On October 31, 2012, a bid opening was conducted and Sanders Construction Services, Inc. appeared to be the lowest bidder. On November 1, 2012, Sanders Construction Services, Inc. notified the Economic Development Agency (EDA) of their intention to withdraw their bid based on a clerical error. EDA and County Counsel have reviewed and accepted Sanders Construction Services, Inc. bid withdrawal.

On November 6, 2012, the County of Riverside received a bid protest from Doug Wall Construction Inc., the fourth lowest bidder. Doug Wall Construction, Inc. raised two grounds for protest regarding AWI Builders Inc. bid:

1. Doug Wall Construction, Inc. contended that AWI Builders Inc. "Neglected to list all subcontractors that are over one half of one percent of the bid total. With the license that AWI possess they are able to self-perform the metal framing, drywall and lath and plaster scopes that were not listed but, AWI cannot self-perform the fabric covered shade structures". AWI Builders Inc. listed ZDX Industries (California Contractor's License #720893) as the subcontractor for the tensile membrane shade structure, therefore they are not representing they will self-perform that work.
2. Doug Wall Construction, Inc. also contended that AWI Builders Inc. "listed Construction Contractors Corporation (CCC) for approximately six different trades. Though these companies have different license numbers, the qualifier on the license and the owner are the same as AWI. California Public Contract Code does not allow for a general contractor to subcontract work to themselves with the intention of using second tiered subs to perform the work."

(Continued)

BACKGROUND: (Continued)

California Contractors Corporation is a separately licensed general contractor listed for six trades. Public Contract Code Section 4105 provides that a general contractor shall not circumvent the requirement of Public Contract Code 4104 by listing another contractor who will in turn sublet portions constituting the majority of the work covered by the prime contract. Given the size and trades involved in this project, EDA staff has determined that the six trades listed do not constitute a majority of the work covered by the proposed prime contract, and therefore there is no violation of Section 4105.

On November 8, 2012, the County of Riverside received a bid protest from Angeles Contractor Inc., the third lowest bidder. Angeles Contractor Inc. raised approximately seven separate and distinct grounds for protests regarding AWI Builders Inc. bid:

1. Angeles Contractor, Inc. contended that AWI Builders Inc. "failed to comply with the County's requirement to list an approved contractor for the Tensile Membrane Structure work." Specification section 133100 titled Tensile Membrane Structures with PVC Membrane Fabric Powder Coating provides in part 2, subsection 2.1 A., that USA Shade & Fabric Structures is a qualified contractor. Subsection 2.1 B. provides for an approved equal tensile membrane subcontractor who meets the quality assurance criteria set forth in the section. This means that USA Shade or an equal single source subcontractor may be named. It is unfortunate that the specifications were not as clear as they might have been in addressing this issue and the process for that approved equal subcontractor. The provisions for submission prior to the close of the bidding process were removed from the specification which left open the option for a bidder to provide for an equal in their bid submittal. Therefore the question of compliance will be a performance/ responsibility issue as the project moves forward. Given that an option for a qualified equal subcontractor was included in the specification, naming USA Shade is not a mandatory requirement.
2. Angeles Contractor, Inc. contended that AWI Builders Inc. bid "failed to comply with the subcontractor listing designation requirement". Public Contract Code Section 4100 states that each bidder shall set forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars, whichever is greater. An address is a designation of the location of the person/ business, location being what is statutorily required. The Attorney General at 86 Ops. Cal. Atty. Gen. 90, and the Courts in *D.H. Williams Construction Inc. v. Clovis Unified High School (2007) 146 Cal.App.4th 757*, have addressed these issues with regard to the Subletting and Subcontracting Fair Practices Act. Essentially the opinions can be summarized down to the observation that if the subcontractor(s) can be identified and confirmed with the information given in the bid, then the issue of bid shopping does not exist and the bid may be considered responsive. While EDA has used different bid packages over the years, the intent and interpretation of them has always been the same, for compliance with the Public Contract Code. EDA/PMO has been able to identify the subcontractors listed on the bid sheet with the listed information. The County therefore does not find a ground for determination of non-responsiveness of the bid by AWI Builders, Inc. on this ground.

(Continued)

BACKGROUND: (Continued)

3. Angeles Contractor, Inc. contended that AWI Builders Inc. bid “failed to List subcontractors for Gypsum Board Assemblies, Non-Structural Metal Framing, Roller Shades and other trades and cannot self-perform such work.” The protest noted that these trades must be performed by a contractor having a minimum of ten years’ experience. That experience can only reasonably be supplied by the company’s responsible managing officer or their key personnel. That experience may, but is not always evident, from the time a particular entity has been issued a license. In their due diligence in reviewing the bid submittals, EDA/PMO has looked into the experience factor of the RMO and/or key personnel of AWI Builders, Inc. and have determined they are in compliance.
4. Angeles Contractor, Inc. contended that AWI Builders Inc. bid “failed to Properly List Qualified Subcontractors for Plumbing, H.V.A.C. and Other Trades.” The protest noted that these trades must be performed by a contractor having a minimum of either three or five years of experience, depending on the particular specification section. That experience can only reasonably be supplied by the company’s responsible managing officer or their key personnel. That experience may, but is not always evident, from the time a particular entity has been issued a license. In their due diligence in reviewing the bid submittals, EDA/Project Management has made direct contact with AYA Plumbing to look into their experience factor and have determined they are in compliance.
5. Angeles Contractor, Inc. contended that AWI Builders Inc. bid “contains unauthenticated erasures/ corrections.” There was no specific instruction in this bid set regarding corrections, and the white out on this bid was clean and clear and left no issue with regard to the information being submitted regarding the subcontractors.
6. Angeles Contractor, Inc. contended that AWI Builders Inc. bid “violated Public Contract Code Section 4100, et. seq.” California Contractors Corporation was a separately licensed general contractor listed for six trades. Public Contract Code Section 4105 provides that a general contractor shall not circumvent the requirement of Public Contract Code Section 4104 by listing another contractor who will in turn sublet portions constituting the majority of the work covered by the prime contract. Given the size and trades involved in this project, EDA/PMO has determined that the six trades listed do not constitute a majority of the work covered by the proposed prime contract, and therefore there is no violation of Section 4105.
7. Angeles Contractor, Inc. contended that AWI Builders Inc. bid “should be deemed non-responsible.” This ground for objection appears to rely on the non-responsiveness issues previously noted. Considerations of whether a bid is responsive must be viewed from a practical perspective lest competitive bidding provisions be misapplied, denying the contracting public entity authority to deal with problems in a sensible, practical way. *M & B Const. v. Yuba County Water Agency (1999) 68 Cal.App.4th 1353 at 1360, quoting Domar Electric, Inc. v. City of Los Angeles (1994) 9 Cal.4th 161, 173.* Given the determinations noted above, there is insufficient information on which to make a finding of non-responsibility.

(Continued)

BACKGROUND: (Continued)

After review of all of the pertinent information, it has been determined that the bid submitted by AWI Builders, Inc. regarding this project is responsive and staff is hereby recommending award of the contract to that firm.

On August 24, 2009, EDA advertised a Request for Qualifications (RFQ) regarding the selection of a firm to provide materials testing for the RCRMC Nursing and Allied Health Education Building project. Per Board Policy H-7 and the Government Code, a selection committee was formed to review each firm's qualifications and to interview selected firms. MTGL Inc. has been selected as the firm best suited to provide services for the proposed project.

On April 7, 2009, the Board of Supervisors approved the architectural and engineering services agreement between the County of Riverside and DLR Group in the amount of \$958,200, plus a reimbursable allowance of \$57,500. The project was let for bidding several times due to lack of funding being identified and to comply with procedural requirements. As a result of the re-bidding of the project, additional bid assistance services were required. Amendment No. 1 will compensate DLR Group in the amount not-to-exceed \$63,345.

PROJECT BUDGET:

The approximate allocation of the project budget is as follows:

Design	1,143,340
Specialty Inspections and Testing	206,341
Construction	13,078,500
Information Technology	842,790
Project Management / Plans / Inspector / Permits / Fees/ Opening	754,500
Furniture, Fixtures and Equipment / Moving	1,000,315
<u>Project Contingency</u>	<u>1,702,579</u>
TOTAL	\$18,728,365

FINANCIAL IMPACT:

All costs associated with this project will be fully funded through Coral Bond Proceeds (debt service to be paid for by RCRMC Enterprise Fund), thus no net county costs will be incurred as a result of this agreement.

Attachments:

Construction agreement
Professional Services Agreement
Amendment No. 1

AGREEMENT FORM

2012

THIS AGREEMENT, entered into this 17 day of December, 2012, by and between AWI Builders, Inc., hereinafter called the "Contractor", and the County of Riverside hereinafter called the "Owner".

WITNESSETH: That the parties hereto have mutually covenanted and agreed as follows:

CONTRACT: The Complete Contract includes all of the Contract Documents, to wit: The Notice Inviting Bids, the Instructions to Bidders, the Contractor's Proposal, Wage Schedule, Payment and Performance Bonds, the Plans and Specifications plus any Addenda thereto, the General Conditions, the Supplementary General Conditions, if applicable and this Agreement. All Contract Documents are intended to cooperate and be complimentary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all Contract Documents.

STATEMENT OF WORK: The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials for the **Riverside County Regional Medical Center Nursing and Allied Health Education Building (FM 08430003954)**. In strict accordance with the Plans and Specifications dated May, 2012 prepared by WWCOT & County of Riverside hereinafter called the "Architect", including Addenda thereto as listed in the Contractor's Proposal, all of which are made a part hereof.

TIME FOR COMPLETION: The work shall be commenced on a date to be specified in a written order of the Architect and shall be completed within Three Hundred Sixty-Five (365) calendar days from and after said date. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence.

COMPENSATION TO BE PAID TO CONTRACTOR: The Owner agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in the General Conditions, the sum of Twelve Million Nine Hundred Ninety-Four Thousand Five Hundred (\$ 12,994,500.00) being the total of the base bid plus the following addenda: 1, 2, 3 * **AND ALTERNATE 1.** The sum is to be paid according to the schedule as provided in the General Conditions. *Handwritten: 11/16/13*

Pursuant to Labor Code, Section 1861, the Contractor gives the following certification: I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement in four (4) counterparts.

Type of Contractor's organization: Corporation

If other than individual or corporation, list names of all members who have authority to bind firm.

Firm Name: AWI Builders, Inc.
Address: 2881 Saco Street, Vernon Ca. 90058
Contractor's License No.: 818478

IF OTHER THAN CORPORATION EXECUTE HERE

Signature: _____
Title: _____

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation: Anna Mekikyan
Name of Secretary of Corporation: Robert Mekikyan
Corporation is organized under the laws of State of California

Signature: Anna Mekikyan
Title: President

Owner: COUNTY OF RIVERSIDE
Signature: John J. Benoit
Title: Chairman - Board of Supervisors JOHN J. BENOIT

Attest: Clerk - Board of Supervisors Kocia Harper-Them
By: [Signature]
Title: Deputy

Affix Seal
If
Corporation

FEB 26 2013 382

FORM APPROVED COUNTY COUNSEL

BY: [Signature] 1/24/13
MARSHA L. VICTOR DATE

ISSUED IN FIVE (5) ORIGINAL COUNTERPARTS

BOND NUMBER SU 1119672

PERFORMANCE BOND

The makers of this Bond, AWI BUILDERS, INC., as Principal, and ARCH INSURANCE COMPANY as Surety, are held and firmly bound unto County of Riverside, hereinafter called the Owner, in the sum of TWELVE MILLION NINE * Dollars (\$12,994,500.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

* HUNDRED NINETY FOUR THOUSAND FIVE HUNDRED NO/100

The condition of this obligation is such, that whereas the Principal entered into a certain contract, hereto attached, with the Owner, dated _____, 2013 for RIVERSIDE COUNTY REGIONAL MEDICAL CENTER NURSING AND ALLIED HEALTH EDUCATION BUILDING (FM 08430003954)

Now therefore, if the Principal shall well and truly perform and fulfill all the undertakings covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the Owner, with or without notice to the Surety, and during the file of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may thereafter be made, then this obligation to be void, otherwise to remain in full force and virtue. Without notice, Surety consents to extension of time for performance, change in requirements, change in compensation or prepayment under said Contract.

Signed and Sealed this 18TH Day of DECEMBER, 2012

AWI BUILDERS, INC.

(Firm Name - Principal)
2881 SACO ST. VERNON, CA 90058

(Business Address)

Affix Seal
if
Corporation

By: *Amanda McKinley*

(Signature - Attach Notary's Acknowledgment)

PRESIDENT

(Title)

ARCH INSURANCE COMPANY

(Corporation Name - Surety)

865 S. FIGUEROA ST. 27TH FLOOR LOS ANGELES, CA 90017

(Business Address)

Affix
Corporate
Seal

By: *[Signature]*

(Signature - Attach Notary's Acknowledgment)

PHILIP E. VEGA
ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)

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

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Britton Christansen, Jadon H. Smith, Kevin Vega, Myrna Smith and Philip E. Vega of Covina, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

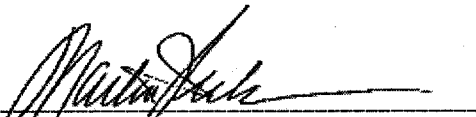
This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

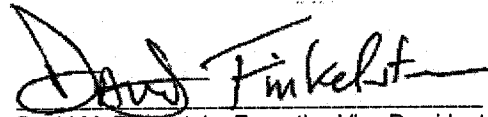
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 15th day of October, 2012.

Attested and Certified

Arch Insurance Company


Martin J. Nilsen, Secretary

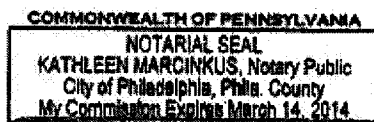




David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Kathleen Marcinkus, a Notary Public, do hereby certify that Martin J. Nilsen and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

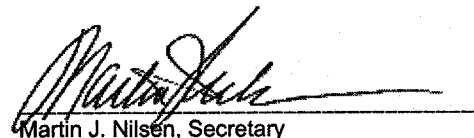



Kathleen Marcinkus, Notary Public
My commission expires 03/14/2014

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated October 15, 2012 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 18 day of December, 2012.


Martin J. Nilsen, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Los Angeles

On DEC 18 2012 before me, Monica Blaisdell, Notary Public

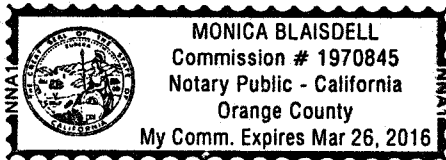
Date

Here Insert Name and Title of the Officer

personally appeared Philip E. Vega

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: Monica Blaisdell

Signature of Notary Public

Place Notary Seal Above

ACKNOWLEDGMENT

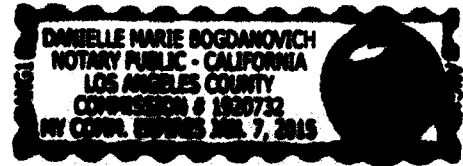
State of California
County of Los Angeles)

On December 21, 2012 before me, Danielle Marie Bogdanovich, Notary Public
(insert name and title of the officer)

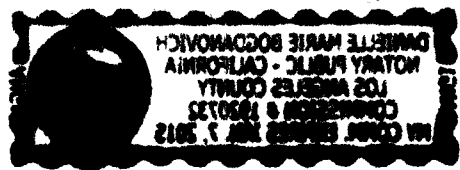
personally appeared Anna Melikyan
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~
subscribed to the within instrument and acknowledged to me that he ~~she/they~~ executed the same in
his ~~her/their~~ authorized capacity ~~(ies)~~, and that by his ~~her/their~~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

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

WITNESS my hand and official seal.



Signature Danielle Marie Bogdanovich (Seal)



PAYMENT BOND

(Public Work - Civil Code Section 3247 et seq.)

The makers of this Bond are AWI BUILDERS, INC. as Principal and Original Contractor and ARCH INSURANCE COMPANY, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated _____, 2012 between Principal and County of Riverside, a public entity, as owner, for TWELVE MILLION NINE * dollars (\$ 12,994,500.00) the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work of: RIVERSIDE COUNTY REGIONAL MEDICAL CENTER NURSING AND ALLIED HEALTH EDUCATION BUILDING (FM 08430003954)

* HUNDRED NINETY FOUR THOUSAND FIVE HUNDRED NO/100

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and the requirements and conditions of this Bond are as is set forth in Sections 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said Contract.

Signed and Sealed this 18TH Day of DECEMBER, 2012

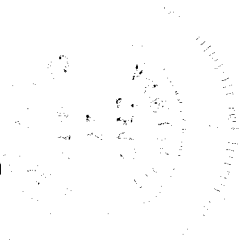
AWI BUILDERS, INC.
(Firm Name - Principal)

2881 SACO ST. VERNON, CA 90058
(Business Address)

By: *Anna Melchior*
(Signature - Attach Notary's Acknowledgment)

President
(Title)

Affix Seal
if
Corporation



ARCH INSURANCE COMPANY
(Corporation Name - Surety)

865 S. FIGUEROA ST. 27TH FLOOR LOS ANGELES, CA 90017
(Business Address)

By: _____
(Signature - Attached Notary's Acknowledgment)

PHILIP E. VEGA
ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

Affix
Corporate
Seal

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

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Britton Christansen, Jadon H. Smith, Kevin Vega, Myrna Smith and Philip E. Vega of Covina, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

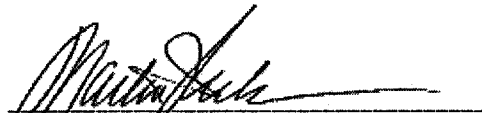
This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

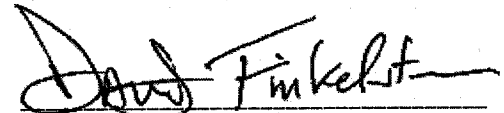
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 15th day of October, 2012.

Attested and Certified

Arch Insurance Company


Martin J. Nilsen, Secretary

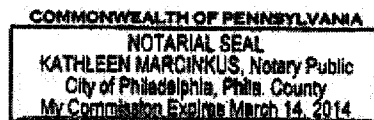


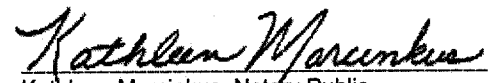

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Kathleen Marcinkus, a Notary Public, do hereby certify that Martin J. Nilsen and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

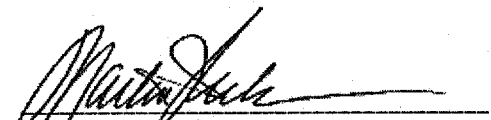



Kathleen Marcinkus, Notary Public
My commission expires 03/14/2014

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated October 15, 2012 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 18th day of December, 2012.


Martin J. Nilsen, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

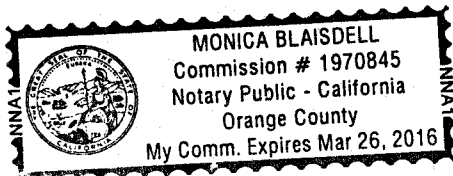
State of California

County of Los Angeles

On DEC 18 2012 before me, Monica Blaisdell, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Philip E. Vega
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: Monica Blaisdell
Signature of Notary Public

Place Notary Seal Above

ACKNOWLEDGMENT

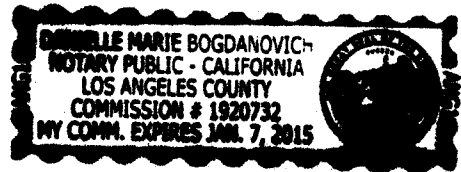
State of California
County of Los Angeles)

On December 21, 2012 before me, Danielle Marie Bogdanovich, Notary Public
(insert name and title of the officer)

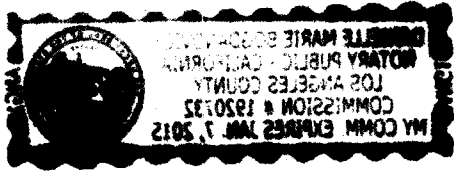
personally appeared Anna Melikyan
who proved to me on the basis of satisfactory evidence to be the person~~s~~ whose name~~s~~ ~~is~~~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~~~she~~~~they~~ executed the same in
~~his~~~~her~~~~their~~ authorized capacity~~(ies)~~,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

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

WITNESS my hand and official seal.



Signature Danielle Marie Bog (Seal)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER EA Holeman Insurance Services 9921 Carmel Mountain Road #400 San Diego CA 92129	CONTACT NAME: Eve Holeman PHONE (A/C No. Ext): (858) 240-7475 E-MAIL ADDRESS: eve.holeman@gmail.com	FAX (A/C No.): (855) 221-0530													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Rockhill Insurance Company</td> <td>28053</td> </tr> <tr> <td>INSURER B: State National Insurance</td> <td>12831</td> </tr> <tr> <td>INSURER C: Everest National Insurance</td> <td>10120</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Rockhill Insurance Company	28053	INSURER B: State National Insurance	12831	INSURER C: Everest National Insurance	10120	INSURER D:		INSURER E:		INSURER F:
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INSURER E:															
INSURER F:															
INSURED AWI Builders, Inc 2881 Saco Street Vernon CA 90058															

COVERAGES CERTIFICATE NUMBER: XS GL WC BA 12-13 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		X	RCGLAR000151-00	2/6/2012	2/6/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X					MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY			CAV11-C01468	3/31/2012	3/31/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS	X				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Non-owned \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	7600008698121	1/8/2012	1/8/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The County of Riverside, its Director's Officers, Special Districts, Board of Supervisors, elected officials, employees, agents or representatives are named Additional Insureds per the GL endorsement RHIC 1085 (12/08) and Auto endorsement CA 20480299. Primary Wording and Waiver of Subrogation applies.
 RE: Riverside County Regional Medical Center Nursing and Allied Health Education Bldg located at 26516 Cactus Avenue, Moreno Valley, CA 92507.
 *10 days notice of cancellation for non-payment of premium / 30 days all others

CERTIFICATE HOLDER (951) 955-6686 County of Riverside, its Directors, Office Special Districts, Board of Supervisors, Agents or Representatives 3403 Tenth Street, Suite #500 Riverside, CA 92501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Eve Holeman/EAH
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED ENDORSEMENT
COMMERCIAL CONSTRUCTION PROJECTS**

This endorsement modifies insurance under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

- A. SECTION II – WHO IS AN INSURED is amended to include any person or organization with whom you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.
- B. A person or organization that qualifies as an “insured” under paragraph A of this Endorsement shall be an additional insured solely with respect to such additional insured’s vicarious liability for “bodily injury,” property damage” or “personal and advertising injury” caused in whole or in part by your acts or omissions in the performance of “your work” for the additional insured on or at “commercial construction projects.” No coverage shall exist hereunder for such additional insured’s own negligence or other wrongful conduct, or for any liability of the additional insured unrelated to “your work” for the additional insured.

For the purposes of this Endorsement, “commercial construction projects” are defined as buildings or structures constructed for commercial use and also includes apartments, hotels, homes for the aged, dormitories or barracks. However, “commercial construction projects” shall not include any building or structure which contains individual owner occupied units or dwellings.

- C. Primary Wording – Subject to the limitations on coverage set forth in this endorsement, if required by written contract or agreement, such insurance as is afforded by this policy shall be primary insurance with respect to the additional insured, and any insurance or self-insurance maintained by the above additional insured(s) shall be excess of the insurance afforded to the named insured and shall not contribute to it.
- D. Waiver of Subrogation – If required by written contract or agreement, we waive any right of recovery we may have against any entity that is an additional insured per the terms of this endorsement because of payments we make for injury or damage arising out of “your work” performed on or at “commercial construction projects” under a contract with that person or organization.
- E. Our obligation to defend and indemnify any additional insured(s) is limited to claims based upon the acts or omissions of the Named Insured for which the additional insured is alleged to be vicariously liable. No obligation exists to defend or indemnify any additional insured(s) for claims based upon any other theory of liability, including, but not limited to, (a) claims based upon the negligence or other wrongful conduct of any additional insured(s), (b) claims against any additional insured(s) that do not derive directly from the work of the Named Insured, and (c) claims for which coverage does not exist under this policy as to the Named Insured.
- F. With respect to the insurance afforded to any additional insured(s), our liability shall be limited to the lesser of:
 - 1. The limits of insurance stated in SECTION III – LIMITS OF LIABILITY; or
 - 2. The limits of insurance stated in the written contract or agreement between you and such additional insured.

It is understood that irrespective of the number of entities named as insureds or additional insureds under this policy, in no event shall this policy’s limits of liability exceed the limits of liability designated in the Declarations.

The words “you” and “your” refer to the Named Insured shown in the Declarations.

All other terms, conditions and exclusions under this policy are applicable to this endorsement and remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

BLANKET WAIVER OF SUBROGATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy No. 7600008698121

Endorsement No. 001

Insured **AWI BUILDERS, INC**

Premium \$ **INCL.**

Insurance Company **EVEREST NATIONAL INSURANCE COMPANY**

Countersigned By _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED


This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 07/13/2012	Countersigned By:  (Authorized Representative)
Named Insured:AWI BUILDERS, INC.	

SCHEDULE

<p>Name of Person or Organization The County of Riverside, its Director's Officers, Special Districts, Board of Supervisors, elected officials, employees, agents or representatives are named Additional Insureds.</p> <p>3403 TENTH ST., STE. 500 RIVERSIDE, CA 92501</p>
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

Iran Contracting Act
(Public Contract Code sections 2200-2208)

In accordance with Public Contract Code Section 2204(a), prior to bidding on, submitting a proposal or executing a contract or renewal for a County of Riverside contract for goods or services of \$1,000,000 or more, a Contractor must either:

- a) Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or
- b) Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Contractor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

Option #1 – Certification

I, the official named below, certify I am duly authorized to execute this certification on behalf of the Contractor/financial institution identified below, and the Contractor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Contractor Name/Financial Institution (Printed) AWI Builders, Inc.		Federal ID Number (or n/a) 73-1654785
By (Authorized Signature) <i>Danielle Bogdanovich</i>		
Printed Name and Title of Person Signing Danielle Bogdanovich, Contract Administration		
Date Executed 12/26/12	Executed in Los Angeles, Ca.	

1 PROFESSIONAL SERVICES AGREEMENT

2 This Agreement, made and entered into this 21st day of February, 20 13, by and
3 between MTGL, Inc. (herein referred to as "CONSULTANT"), and the COUNTY OF
4 RIVERSIDE, a political subdivision of the State of California, (herein referred to as
5 "COUNTY").

6 WHEREAS, Government Code Section 23000 et seq. authorizes the COUNTY
7 to contract for services with a person who is specially trained and experienced, and who is
8 competent to perform the special services required; and

9 WHEREAS, CONSULTANT has the expertise, special skills, knowledge and
10 experience to perform the duties set out herein.

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

13 1. SCOPE OF SERVICES: CONSULTANT shall perform all services and other
14 activities necessary to provide inspection and materials testing services for the Project described
15 as Riverside County Regional Medical Center Nursing and Allied Health Education Building.
16 CONSULTANT shall provide all services in accordance with this Agreement and as outlined
17 and specified in Exhibit A, consisting of five (5) page(s), attached hereto and by this reference
18 incorporated herein.

19 1.1 CONSULTANT represents and maintains that it is skilled in the professional
20 calling necessary to perform all services, duties and obligations required by this
21 Agreement to fully and adequately complete the project. CONSULTANT shall perform
22 the services and duties in conformance to and consistent with the standards generally
23 recognized as being employed by professionals in the same discipline in the State of
24 California. CONSULTANT further represents and warrants to the County that it has all
25 licenses, permits, qualifications and approvals of whatever nature are legally required to
26 practice its profession. CONSULTANT further represents that it shall keep all such
27 licenses and approvals in effect during the term of this Agreement.
28

1 CONSULTANT hereby holds County harmless from any and all claims that may be made
2 against County based upon any contention by any third party that an employer-employee
3 relationship exists by reason of this Agreement.

4 Personnel performing any services under this Agreement on behalf of CONSULTANT
5 shall at all times be under CONSULTANT'S exclusive direction and control. CONSULTANT
6 shall pay all wages, salaries and other amounts due such personnel in connection with their
7 performance of service and as required by law. CONSULTANT shall be responsible for all
8 reports and obligations respecting such personnel, including but not limited to, social security
9 taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.

10 5. CONSULTANT'S RESPONSIBILITY: It is understood that the CONSULTANT
11 has the skills, experience and knowledge necessary to perform the services agreed to be
12 performed under this Agreement, and that the County relies upon the CONSULTANT'S
13 representations about its skills, experience and knowledge to perform the CONSULTANT'S
14 services in a competent manner. Acceptance by the County of the services to be performed
15 under this Agreement does not operate as a release of said CONSULTANT from responsibility
16 for the work performed. It is further understood and agreed that the CONSULTANT is apprised
17 of the scope of the work to be performed under this Agreement and the CONSULTANT agrees
18 that said work can and shall be performed in a fully competent manner.

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

1 alleged acts or omissions of CONSULTANT which are not design professional services,
2 CONSULTANT shall indemnify Indemnitees whether or not CONSULTANT is negligent.

3 The duty to indemnify does not include loss, suits, claims, demands, actions, or
4 proceedings caused by actual negligence of Indemnitees; however, any actual negligence of
5 Indemnitees will only affect the duty to indemnify for the specific act found to be negligence,
6 and will not preclude a duty to indemnify for any act or omission of CONSULTANT.

7 CONSULTANT shall defend and pay, at its sole expense, all costs and fees, including
8 but not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims,
9 demands, actions, or proceedings based or alleged to be based on any act or omission of
10 CONSULTANT arising out of or from the performance of services under this contract. The duty
11 to defend applies to any alleged or actual negligence, recklessness, willful misconduct, error or
12 omission of CONSULTANT. The duty to defend shall apply whether or not CONSULTANT is a
13 party to the lawsuit, and shall apply whether or not CONSULTANT is directly liable to the
14 plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to
15 be actively negligent, unless the act or omission at issue was caused by the sole active negligence
16 of Indemnitees. The duty to defend however only applies to the acts or omissions of the
17 CONSULTANT.

18 The specified insurance provisions and limits required in this contract shall in no way
19 limit or circumscribe CONSULTANT'S obligations to indemnify and hold harmless Indemnitees
20 from third party claims.

21 In the event there is conflict between the indemnity and defense provisions and California
22 Civil Code Section 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to
23 comply with Civil Code sections 2782 and 2782.8.

24 7. INSURANCE: Without limiting or diminishing the CONSULTANT'S obligation
25 to indemnify or hold the COUNTY harmless, CONSULTANT shall procure and maintain or
26 cause to be maintained, at its sole cost and expense, the following insurance coverage's during
27 the term of this Agreement. As respects to the insurance section only, the COUNTY herein
28 refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments,

1 their respective directors, officers, Board of Supervisors, employees, elected or appointed
2 officials, agents or representatives as Additional Insureds.

3 A. Workers' Compensation:

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

10 B. Commercial General Liability:

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

20 C. Vehicle Liability:

21 If vehicles or mobile equipment are used in the performance of the obligations
22 under this Agreement, then CONSULTANT shall maintain liability insurance for
23 all owned, non-owned or hired vehicles so used in an amount not less than
24 \$1,000,000 per occurrence combined single limit. If such insurance contains a
25 general aggregate limit, it shall apply separately to this agreement or be no less
26 than two (2) times the occurrence limit. Policy shall name the COUNTY as
27 Additional Insureds.

28 D. Professional Liability:

1 CONSULTANT shall maintain Professional Liability Insurance providing
2 coverage for the CONSULTANT'S performance of work included within this
3 Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and
4 \$2,000,000 annual aggregate. If CONSULTANT'S Professional Liability
5 Insurance is written on a claims made basis rather than an occurrence basis, such
6 insurance shall continue through the term of this Agreement and CONSULTANT
7 shall purchase at his sole expense either 1) an Extended Reporting Endorsement
8 (also known as Tail Coverage); or, 2) Prior Dates Coverage from new insurer with
9 a retroactive date back to the date of, or prior to, the inception of this Agreement;
10 or, 3) demonstrate through Certificates of Insurance that CONSULTANT has
11 maintained continuous coverage with the same or original insurer. Coverage
12 provided under items; 1), 2) or 3) will continue as long as the law allows.

13 E. General Insurance Provisions - All lines:

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

20 2) The CONSULTANT must declare its insurance self-insured retention for
21 each coverage required herein. If any such self-insured retention exceed
22 \$500,000 per occurrence each such retention shall have the prior written consent
23 of the County Risk Manager before the commencement of operations under this
24 Agreement. Upon notification of self-insured retention unacceptable to the
25 COUNTY, and at the election of the County's Risk Manager, CONSULTANT'S
26 carriers shall either; 1) reduce or eliminate such self-insured retention as respects
27 this Agreement with the COUNTY, or 2) procure a bond which guarantees
28 payment of losses and related investigations, claims administration, and defense

1 costs and expenses.

2 3) CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to
3 furnish the County of Riverside with either 1) a properly executed original
4 Certificate(s) of Insurance and certified original copies of Endorsements effecting
5 coverage as required herein, and 2) if requested to do so orally or in writing by the
6 County Risk Manager, provide original Certified copies of policies including all
7 Endorsements and all attachments thereto, showing such insurance is in full force
8 and effect. Further, said Certificate(s) and policies of insurance shall contain the
9 covenant of the insurance carrier(s) that thirty (30) days written notice shall be
10 given to the County of Riverside prior to any material modification, cancellation,
11 expiration or reduction in coverage of such insurance. In the event of a material
12 modification, cancellation, expiration, or reduction in coverage, this Agreement
13 shall terminate forthwith, unless the County of Riverside receives, prior to such
14 effective date, another properly executed original Certificate of Insurance and
15 original copies of endorsements or certified original policies, including all
16 endorsements and attachments thereto evidencing coverage's set forth herein and
17 the insurance required herein is in full force and effect. ***CONSULTANT shall not
18 commence operations until the COUNTY has been furnished original
19 Certificate (s) of Insurance and certified original copies of endorsements and if
20 requested, certified originals policies of insurance including all endorsements
21 and any and all other attachments as required in this Section. An individual
22 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 4) It is understood and agreed to by the parties hereto that the
25 CONSULTANT'S insurance shall be construed as primary insurance, and the
26 COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-
27 insured programs shall not be construed as contributory.

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

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

8 6) CONSULTANT shall pass down the insurance obligations contained
9 herein to all tiers of subcontractors working under this Agreement.

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

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

15 8. TERMINATION: County may, by written notice to CONSULTANT, terminate
16 this Agreement in whole or in part at any time. Such termination may be for County's
17 convenience or because of CONSULTANT'S failure to perform its duties and obligations under
18 this Agreement including, but not limited to, the failure of CONSULTANT to timely perform
19 Services pursuant to the Schedule of Services described in Exhibit A to this Agreement.

20 8.1 Discontinuance of Services. Upon Termination, CONSULTANT shall,
21 unless otherwise directed by the Notice, discontinue all services and deliver to the County
22 all data, estimates, graphs, summaries, reports, and other related materials as may have
23 been prepared or accumulated by CONSULTANT in performance of Services, whether
24 completed or in progress.

25 8.2 Effect of Termination For Convenience. If the termination is to be for the
26 convenience of the County, the County shall compensate CONSULTANT for services
27 satisfactorily provided through the date of termination. CONSULTANT shall provide
28 documentation deemed adequate by County to show the Services actually completed by

1 CONSULTANT prior to the date of termination. This Agreement shall terminate thirty
2 (30) days following receipt by the CONSULTANT of the written Notice of Termination.

3 8.3 Effect of Termination For Cause. If the termination is due to the failure of
4 CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be
5 compensated for those Services which have been completed in accordance with this
6 Agreement and accepted by the County. In such case, the County may take over the
7 work and prosecute the same to completion by contract or otherwise. Further,
8 CONSULTANT shall be liable to the County for any reasonable additional costs incurred
9 by the County to revise work for which the County has compensated CONSULTANT
10 under this Agreement, but which the County has determined in its sole discretion needs to
11 be revised in part or whole to complete the Project. Prior to discontinuance of Services,
12 the County may arrange for a meeting with CONSULTANT to determine what steps, if
13 any, CONSULTANT can take to adequately fulfill its requirements under this
14 Agreement. In its sole discretion, County's Representative may propose an adjustment to
15 the terms and conditions of the Agreement, including the contract price. Such contract
16 adjustments, if accepted in writing by the Parties, shall become binding on
17 CONSULTANT and shall be performed as part of this Agreement. In the event of
18 termination for cause, unless otherwise agreed to in writing by the parties, this
19 Agreement shall terminate seven (7) days following the date the Notice of Termination
20 was mailed to the CONSULTANT. Termination of this Agreement for cause may be
21 considered by the County in determining whether to enter into future agreements with
22 CONSULTANT.

23 8.4 Notwithstanding any of the provisions of this Agreement,
24 CONSULTANT'S rights under this Agreement shall terminate (except for fees accrued
25 prior to the date of termination) upon dishonesty, or a willful or material breach of this
26 Agreement by CONSULTANT, or in the event of CONSULTANT'S unwillingness or
27 inability for any reason whatsoever to perform the duties hereunder, or if the Agreement
28 is terminated pursuant to Section 8. In such event, CONSULTANT shall not be entitled

1 to any further compensation under this Agreement.

2 8.5 Cumulative Remedies. The rights and remedies of the parties provided in
3 this Section are in addition to any other rights and remedies provided by law or under this
4 Agreement.

5 9. CONFLICT OF INTEREST: CONSULTANT covenants that it presently has no
6 interest, including but not limited to, other projects or independent contracts, and shall not
7 acquire any such interest, direct or indirect, which would conflict in any manner or degree with
8 the performance of services required under this Agreement. CONSULTANT further covenants
9 that in the performance of this Agreement, no person having any such interest shall be employed
10 or retained by it under this Agreement.

11 10. ADMINISTRATION: The Deputy Director, Economic Development Agency,
12 Project Management Office (or designee) shall administer this Agreement on behalf of
13 COUNTY.

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

18 12. NONDISCRIMINATION: CONSULTANT represents that it is an equal
19 opportunity employer and it shall not discriminate against any employee or applicant for
20 employment because of race, religion, color, national origin, ancestry, sex, physical condition, or
21 age. Such non-discrimination shall include, but not be limited to, all activities related to initial
22 employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or
23 termination.

24 13. ALTERATION: No alteration or variation of the terms of this Agreement shall
25 be valid unless made in writing and signed by the parties hereto, and no oral understanding or
26 agreement not incorporated herein shall be binding on any of the parties hereto. No additional
27 services shall be performed by CONSULTANT without a written amendment to this Agreement.

28 CONSULTANT understands that the County Purchasing Agent or the County Board of
Riverside County Regional Medical Center Nursing and Allied Health Education Building | -
Project No. FM08430003954 Page 10 of 13

1 Supervisors, are the only authorized County representatives who may at any time, by written
2 order, make any alterations within the general scope of this Agreement.

3 If CONSULTANT feels that any work requested of it is beyond the scope of services
4 under this Agreement, any claim by the CONSULTANT for adjustment under this paragraph
5 shall be made within thirty (30) days of when the CONSULTANT is requested to perform the
6 disputed scope of work.

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

11 15. CONFIDENTIALITY: CONSULTANT shall maintain the confidentiality of any
12 and all records and information accessed or processed under this Agreement. CONSULTANT
13 shall not disclose, except as permitted by this Agreement or as authorized by the County, any
14 oral or written communication, information, or effort of cooperation between County and
15 CONSULTANT, or between County and CONSULTANT and any other party.

16 16. DOCUMENTS: The County acknowledges that the CONSULTANT'S reports,
17 drawings, specifications, field data, field notes, laboratory test data, calculations, estimates and
18 other similar documents are instruments of professional service, not products. Although
19 ownership of such documents normally is retained by the CONSULTANT they nonetheless shall
20 in this instance become upon their creation the property of the County whether the Project is
21 constructed or not. The County may use the design documents and the designs depicted in them,
22 without the CONSULTANT'S consent, in connection with the Project, or other County Projects,
23 including, without limitation, future additions, alterations, connections, repairs, information,
24 reference, use or occupancy of the Project(s). Any reuse of the documents by County without
25 the written consent of the CONSULTANT shall be at County's sole risk and without liability or
26 legal exposure to the CONSULTANT, and County shall indemnify, defend and hold the
27 CONSULTANT harmless from any claims or losses arising out of such use of the design
28 documents by the County.

1 IN WITNESS WHEREOF, the CONSULTANT has caused their duly authorized representative
2 to execute this Agreement.

3 COUNTY:
4 Economic Development Agency
5 3403 Tenth St., Suite 400
6 Riverside, California 92501

CONSULTANT:
MTGL, Inc.
14467 Meridian Parkway, Building 2A
Riverside, CA 92518

8 DATED: _____

CONSULTANT
MTGL, Inc.
By: [Signature]
Title: Senior Vice President
Federal Tax I.D. No. 33-0580168

14 DATED: 1.24.13

RECOMMENDED FOR APPROVAL
By: [Signature]
Charles Waltman, Deputy Director
EDA Project Management Office

20 DATED: FEB 26 2013

COUNTY OF RIVERSIDE
By: [Signature]
JOHN J. BENOIT
Chairperson, Board of Supervisors

23 ATTEST:
24 Kecia Harper-Ihem
25 By: [Signature]
26 Deputy

FORM APPROVED COUNTY COUNSEL
BY: [Signature] 1/24/13
MARSHAL L. VICTOR DATE

EXHIBIT "A"



"Providing Value in Quality Control"

Geotechnical Engineering Construction Inspection Materials Testing Environmental

September 20, 2012
P-12-521.R2

Central Dispatch
(800) 491-2990

Office Locations

Corporate Branch
Orange County

2992 E. La Palma,
Suite A
Anaheim, Ca 92806

Tel: 800 491-2990
Fax: 714 632-2974

Branch Offices

- Indio
- Los Angeles /
Ventura County
- San Bernardino /
Riverside
- San Diego / Imperial
Counties

- Certifying Agencies
- State of California
 - D.S.A
 - OSHPD
 - American Assoc. of
State Highways
 - Cal Trans
 - CCRL
 - Cement & Concrete
Reference Laboratory

- Los Angeles
LA County
LA City
MTA

- Orange County
Orange County
Environmental
Management Agency

- San Diego
San Diego City
San Diego County
SD Water Authority

- Inland Empire
City of Riverside
County of Riverside

Riverside County
Economic Development Office
3403 10th Avenue, 4th Floor
Riverside, CA 92501

Attention: Mr. Sergio Pena

**RE: PROPOSAL FOR SOIL / MATERIALS TESTING AND INSPECTION
Riverside Regional Medical Center Health Education Building
Cactus Avenue – Moreno Valley, CA**

MTGL requests a purchase order to bill against on a time & material basis at our attached discounted rates. MTGL has reviewed the contract documents and the required inspections as defined.

SOIL & MATERIALS TESTING / INSPECTIONS

528 Hours	Soil / Concrete Technician (Periodic / 3 months total)	\$ 74.00 hour	\$ 39,072.00
120 Hours	Concrete Inspector (Periodic)	\$ 74.00 hour	\$ 8,880.00
800 Hours	AWS CWI - Welding / ICC Bolting Insp. (5 months)	\$ 74.00 hour	\$ 59,200.00
120 Hours	Batch Plant Inspector (Periodic)	\$ 74.00 hour	\$ 8,880.00
500 Hours	Ultrasonic / Fabrication Inspection – Local Only	\$ 84.00 hour	\$ 42,000.00
100 Hours	Anchor Torque / Pull Testing Technician	\$ 74.00 hour	\$ 7,400.00
32 Hours	Geotechnical Engineer – Foundations, Pre-grade, Final	\$ 125.00 hour	\$ 4,000.00
5 Each	Concrete Mix Design Review	\$ 225.00 each	\$ 1,125.00
	Sub-Total 1		\$ 170,557.00

MATERIALS LABORATORY TESTING (Calculated based on 15 % of Inspection Budget)

Concrete Compression Test, Compression and Shrinkage, High Strength Bolts, Reinforcing Tensile & Bend, Charpy V- Notch, Sample P/u, Engineering, Reporting, Equipment Est. \$ 25,584.00

Total \$196,141.00

All invoicing would be in accordance with the Basis of Charges in our Schedule of Fees. Proposed fees are based on the current rates as defined by Department of Industrial Labor.

Estimates are based on local service and normal working hours Monday through Friday.

MTGL does not control the hours required for contract compliance and is at the direction of the County of Riverside and the needs of the contractor for inspection.

The opportunity of submitting this proposal is sincerely appreciated. If it meets with your approval, please indicate your acceptance by signing and returning the attached copy.

We look forward to working with you on this project.

Sincerely,
MTGL, Inc.

Steven Koch - Senior Vice President



Corporate Office: 2992 E. La Palma Ave., Suite A, Anaheim, CA 92806
Orange County Tel: (714) 632-2999 Fax: (714) 632-2974

Branch Offices:
San Diego / Imperial 6295 Ferris Square, Ste. C, San Diego, CA 92121
Tel: (858) 537-3999 Fax: (858) 537-3990

Inland Empire 14667 Meridian Pkwy., Bldg. 2A, Riverside, CA 92518
Tel: (951) 653-4999 Fax: (951) 653-4666

Desert 44917 Golf Center Pkwy., #1, Indio, CA 92201
Tel: (760) 342-4677 Fax: (760) 342-4525

PREVAILING WAGE

SCHEDULE OF FEES

EFFECTIVE JULY 1, 2012 - JULY 1, 2013

MTGL, Inc. is a woman-owned, minority-business-enterprise. Our facilities have been structured and professionally staffed to provide our clients with comprehensive services in the field of Construction Inspection and Testing, Geotechnical Engineering, Engineering Geology, and Environmental Services.

GEOTECHNICAL ENGINEERING

Planning and feasibility studies, preliminary and final design, grading and foundation plan reviews, observation, testing, verification and engineering consultation during construction.

CONSTRUCTION INSPECTION

Field inspection by registered deputy inspectors.

ROOFING INSPECTION

Field inspection by qualified technicians.

ENGINEERING INVESTIGATIONS

Evaluation of existing and damaged structures.

PAVEMENT MANAGEMENT

Design, failure investigations, remedial measures.

CONSTRUCTION ENGINEERING

Materials, specifications, quality assurance, expert testimony.

PHYSICAL TESTING

Construction materials, structural systems.

NON-DESTRUCTIVE EXAMINATION

Ultrasonic, magnetic particle, dye penetrant.

RESEARCH

Product and process development, reliability testing.

ENVIRONMENTAL / INDUSTRIAL HYGIENE

Asbestos & lead-paint based consultation, project design, monitoring & management, remediation planning, environmental site assessments, thermographic imaging, indoor air quality testing, mold screening & consultation, water intrusion & investigation.

CONSTRUCTION SERVICES

PROFESSIONAL SERVICES

Principal Engineer / Geologist.....	\$ 175.00 Per Hour
Registered Civil Engineer / Geologist.....	\$ 125.00 Per Hour
Staff Engineer / Geologist.....	\$ 95.00 Per Hour
Inspection / Laboratory Supervisor.....	\$ 95.00 Per Hour
Project Manager.....	\$ 95.00 Per Hour
Draftsperson.....	\$ 70.00 Per Hour
Word Processing.....	\$ 55.00 Per Hour
Review of files for processing affidavits and certifications required by various Governmental Agencies.....	\$ 95.00 Per Hour
Legal Consultation, Expert Witness and Court Appearances (Minimum 4 Hours).....	\$ 325.00 Per Hour

ENVIRONMENTAL SERVICES

Certified Asbestos Consultant.....	\$ 85.00 Per Hour
Certified Asbestos Inspector.....	\$ 65.00 Per Hour
Certified Asbestos Project Manager.....	\$ 75.00 Per Hour
Certified Asbestos Project Designer.....	\$ 75.00 Per Hour
Certified Site Surveillance Technician.....	\$ 65.00 Per Hour
On-Site 582 Certified Microscopist.....	\$ 65.00 Per Hour
Certified Lead Inspector / Assessor.....	\$ 65.00 Per Hour
Certified Lead Project Monitor.....	\$ 65.00 Per Hour
Certified Industrial Hygienist.....	\$ 180.00 Per Hour
Environmental Site Assessment (Phase I).....	\$ 95.00 Per Hour
Environmental Site Assessment (Phase II).....	\$ 95.00 Per Hour
Industrial Hygienist.....	\$ 100.00 Per Hour

(Prices based on 2 Hour Minimum & Test Samples Additional)

PROJECT SERVICES

Pile Driving / Deep Foundation Inspection.....	\$ 95.00 Per Hour
Special Inspection.....	\$ 74.00 Per Hour
Multi-Certified Inspector.....	\$ 78.00 Per Hour
Roofing Technician.....	\$ 74.00 Per Hour
Batch Plant (Concrete or Asphalt).....	\$ 74.00 Per Hour
Technician - Laboratory and Field.....	\$ 74.00 Per Hour
Soils/Asphalt Technician.....	\$ 74.00 Per Hour
Ultrasonic, Dye Penetrant, or Magnetic Particle, Fabrication Inspection.....	\$ 84.00 Per Hour
Pachometer/ Schmidt Hammer/Elcometer/ Torque.....	\$ 80.00 Per Hour
Pull-Out Test on Embedded Bolts/ Anchors and Dowels.....	\$ 74.00 Per Hour
Out of State or area Fabrication Inspection.....	\$ 84.00 Per Hour
Concrete, Masonry, Asphalt Coring or Sawing...\$	160.00 Per Hour
Floor Flatness / Levelness (Inc. Equipment).....	\$ 0.06 Per sq ft
Emissivity.....	\$ 85.00 Per Hour
Ground Rod Test.....	\$ 85.00 Per Hour

EQUIPMENT

Pick-Up and Delivery - Miscellaneous.....	\$ 50.00 Per Hour
Skidmore Bolt Cell w/ Torque Wrench.....	\$ 65.00 Per Day
Skidmore-Wilhelm Bolt Cell.....	\$ 40.00 Per Day
Torque Wrench.....	\$ 25.00 Per Day
Air Meter.....	\$ 40.00 Per Day
Pachometer.....	\$ 55.00 Per Day
Schmidt Hammer.....	\$ 40.00 Per Day
Ultrasonic Equipment.....	\$ 70.00 Per Day
Magnetic Particle Equipment.....	\$ 50.00 Per Day
Dye Penetrant Equipment.....	\$ 40.00 Per Day
Jacking Assembly.....	\$ 60.00 Per Day
Nuclear Density Gauge.....	\$ 70.00 Per Day
Mobile Soils Laboratory/Truck.....	\$ 50.00 Per Day
Coring Equipment.....	\$ 100.00 Per Day
Emissivity Test Kit.....	\$ 40.00 Each
Ground Rod Equipment.....	\$ 40.00 Per Day

TESTING MACHINES

Testing Machine with Operator in Laboratory	
0 - 60,000 Pound Machine (Universal).....	\$ 155.00 Per Hour
800,000 Pound Machine (Universal).....	\$ 250.00 Per Hour

CONCRETE

STRENGTH CHARACTERISTICS

A.S.T.M.		
C39	Concrete Cylinders (6" x 12") W/ Mold.....	\$ 25.00 Each
C495	Lightweight Fill Concrete (3" x 6")	\$ 25.00 Each
C39	Concrete or Gunite Cores, 6" Maximum Diameter, Including Trim.....	\$ 40.00 Each
C496	Splitting Tensile.....	\$ 65.00 Each
C78	6" x 6" Beams, Modulus of Rupture.....	\$ 65.00 Each
	Handling Charge, Cylinders Not Broken/Hold.....	\$ 10.00 Each
	Handling Charge, Beams Not Broken/Hold.....	\$ 40.00 Each
C469	Modulus of Elasticity.....	\$ 125.00 Each

MIX DESIGN

A.S.T.M.		
C192	Laboratory Trial Batch with Slump, and 6 Cylinders, Unit Weight, Air (Sampling Extra).....	\$ 350.00 Per Pt
	Mix Design, Determination of Proportions.....	\$ 175.00 Each
	Review of Existing Mix Design.....	\$ 225.00 Each

MISCELLANEOUS TESTING

C567	Unit Weight of Hardened Light Weight Concrete.....	\$ 50.00 Each
C684	Rapid Cure Concrete Cylinders (Boil Method).....	\$ 40.00 Each
C157	Drying Shrinkage (3 Bars - Four Readings, up to 90 Days).....	\$ 250.00 Set
C495	Lightweight Fill Concrete Density.....	\$ 40.00 Each

MASONRY

STRENGTH CHARACTERISTICS

C109	Mortar Cylinders (2" x 4") w/ mold	\$ 25.00 Each
C1019	Mortar Cubes (2" x 2") w/ mold....	\$ 25.00 Each
	Grout (3" x 6") w/ mold.....	\$ 25.00 Each
	Handling Charge, Mortar or Prisms Not Broken/Hold.....	\$ 10.00 Each
C140	Block Compression ≤ 8" x 8" x 16".....	\$ 45.00 Each
C140	Block Compression > 8" x 8" x 16".....	\$ 55.00 Each
C1314	Grouted Masonry Prism Compression Test ≤ 8" x 8" x 16" \$	125.00 Each
C1314	Grouted Masonry Prism Compression Test > 8" x 8" x 16" Quotation	
	Handling Charge, Grouted Prisms Not Broken/Hold.....	\$ 75.00 Each

BLOCK

A.S.T.M.		
C140	Moisture Content and Absorption.....	\$ 60.00 Each
C140	Measurements.....	\$ 35.00 Each
C67	Masonry Efflorescence.....	\$ 45.00 Each
C426	Linear Shrinkage (CMA Method).....	\$ 125.00 Each
	Rapid Linear Shrinkage (British Modified Method).....	\$ 100.00 Each
	Block Conformance Package.....	Quotation
C952	Bond Strength.....	\$ 50.00 Each
UBC21.6	Masonry Core - Compression.....	\$ 40.00 Each
UBC21.6	Masonry Core - Shear.....	\$ 65.00 Each

BRICK

A.S.T.M.

C67	Compression.....	\$ 40.00 Each
C67	Modulus of Rupture	\$ 40.00 Each
C67	Absorption, Soak	\$ 30.00 Each
C67	Absorption, Boil	\$ 30.00 Each
C67	Absorption, Saturation Coefficient \$	40.00 Each
C67	Initial Rate of Absorption	\$ 40.00 Each
C67	Efflorescence	\$ 50.00 Each
C67	Efflorescence with Mortar.....	\$ 65.00 Each

STEEL**REINFORCEMENT**

A.S.T.M.

A615/706	Tensile No. 11 Bar and Smaller....	\$ 45.00 Each
A615/706	Tensile No. 14.....	\$ 100.00 Each
A615/706	Tensile No. 18.....	\$ 175.00 Each
	Mech. Splice Tensile Up to No. 11\$	100.00 Each
	Mech. Splice No. 14.....	\$ 150.00 Each
	Mech. Splice No. 18.....	\$ 300.00 Each
	Mech. Splice w/Slip.....	\$ 250.00 Each
A615/706	Bend Test No. 11 Bar and Smaller.....	\$ 35.00 Each
A615/706	Bend Test No. 14.....	\$ 50.00 Each
A615/706	Bend Test No. 18.....	\$ 100.00 Each
	Processing Mill Certificates (Per Size and Heat).....	\$ 20.00 Each

STRUCTURAL STEEL

A.S.T.M.

A370

	Tensile Strength	
	Up to 100,000 lbs.....	\$ 75.00 Each
	100,000 to 200,000 lbs.....	\$ 90.00 Each
	Bend Test	\$ 35.00 Each
	Pipe Flattening Test	\$ 50.00 Each
	Bolt Tensile Test	\$ 45.00 Each
	Bolt Proof Test	\$ 35.00 Each
	Nut Proof Test.....	\$ 30.00 Each
	Nelson Stud Tensile Test	\$ 45.00 Each
	Machining and Preparation of Samples.....	\$ 35.00 Each
	Brinell & Rockwell Hardness Test.....	\$ 35.00 Each
	Processing Mill Certificates (Per Size and Heat).....	\$ 25.00 Each
	Chemical Analysis.....	\$ 75.00 Each

PRESTRESS

A.S.T.M.

A416	Prestress Cable, 7 Wire (Yield / Tensile).....	\$ 150.00 Each
A416	Prestress Wire (Yield / Tensile)....	\$ 140.00 Each
	Sample Preparation	\$ 45.00 Per Hour

WELD PROCEDURE AND WELDER QUALIFICATIONS

	Welder Certification (AWS)	\$ 75.00 Per Hour
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STRUCTURAL STEEL COUPON

	Weld Tensile Test	\$ 50.00 Each
	Weld Bend Test	\$ 40.00 Each
	Weld-Macro Etch	\$ 75.00 Each
	Machining and Preparation of Samples.....	\$ 35.00 Each

FIREPROOFING

UBC 7-6	Unit Weight	\$ 35.00 Each
ASTM-736	Adhesion/Cohesion.....	\$ 45.00 Each

ROOFING

	Unit Weight.....	\$ 55.00 Each
	Roof Cut Analysis	\$ 500.00 Each
UBC 15-5	Tile (Breaking Strength/Abs.....)	\$ 75.00 Each
	Mineral Shake - Flexural.....	\$ 60.00 Each
	Mineral Shake - Absorption.....	\$ 60.00 Each

SOIL AND AGGREGATE**CLASSIFICATION**

A.S.T.M.

C136	Sieve Analysis (Coarse).....	\$ 90.00 Each
C136	Sieve Analysis (Fine).....	\$ 90.00 Each
C117	Sieve Analysis (Fine, Washed) ...	\$ 95.00 Each
D1140	#200 Wash	\$ 50.00 Each
C117	Sieve Analysis - Combined	\$ 105.00 Each
D422/C136	Hydrometer with Sieve Analysis.....	\$ 175.00 Each
D4318	Liquid and Plastic Limit	\$ 115.00 Each
CAL TM 217	Sand Equivalent (Set of Three)....	\$ 80.00 Set
D2419		
CAL TM 227	Cleanness Value	\$ 230.00 Each
D2974	Organic Content	\$ 75.00 Each

PHYSICAL CHARACTERISTICS

A.S.T.M.

C127	Specific Gravity and Absorption (Fine).....	\$ 125.00 Each
C128	Specific Gravity and Absorption (Coarse)	\$ 100.00 Each
C127	Specific Gravity (Coarse).....	\$ 70.00 Each
C128/D854	Specific Gravity (Fine)	\$ 70.00 Each
D2216	Moisture Content	\$ 25.00 Each
D3080	Direct Shear Quick Undisturbed....	\$ 150.00 Each
	Direct Shear Slow Undisturbed.....	Quotation
D3080	Direct Shear Quick Remolded.....	\$ 200.00 Each
	Direct Shear Slow Remolded.....	Quotation
D2166	Unconfined Compression.....	\$ 75.00 Each
D2435	Consolidation - Time Rate	\$ 275.00 Each
D2435	Consolidation - Without Time Rate. \$	225.00 Each
UBC 18-2	Expansion Index.....	\$ 125.00 Each
D4829		
D2434	Permeability - Undisturbed.....	\$ 225.00 Each
D2434	Permeability - Remolded.....	\$ 250.00 Each

SUBGRADE SUPPORT QUALITY

A.S.T.M.

D1883	Bearing Ratio w/o M. D. Curve - Per Point.....	\$ 125.00 Each
CAL TM 301	R-Value (3 Points)	\$ 225.00 Each
D2844		
	Lime, Cement or Bituminous Treatment available upon request.	

DENSITY CHARACTERISTICS

A.S.T.M.

D2937	Moisture / Density (Ring)	\$ 25.00 Each
D1557-A,B	Maximum Density	\$ 250.00 Each
D1557-C	Maximum Density	\$ 260.00 Each
D698-A,B	Maximum Density	\$ 220.00 Each
D698-C	Maximum Density.....	\$ 230.00 Each
	Check Point (Maximum Density)....	\$ 75.00 Each
C29	Unit Weight - Loose	\$ 50.00 Each
C29	Unit Weight - Rodded	\$ 75.00 Each
CAL TM 216	Maximum Density.....	\$ 275.00 Each
	Rock Correction	\$ 75.00 Each

CHEMICAL PROPERTIES

CAL TMs

532/643	Resistivity	\$ 75.00 Each
532/643	pH	\$ 45.00 Each
CAL TM 417	Sulphate	\$ 55.00 Each
CAL TM 422	Chloride	\$ 55.00 Each
	Corrosivity Series	\$ 165.00 Each
	Chemical Analysis	\$ 75.00 Each

BASIS OF CHARGES

AGGREGATE PROPERTIES

A.S.T.M.

C131	LA Abrasion	\$ 150.00 Each
C535	LA Abrasion	\$ 175.00 Each
C88	Soundness	\$ 300.00 Each
C40	Organic Impurities	\$ 75.00 Each
C142	Clay Lumps / Friable Particles	\$ 100.00 Each
C123	Coal & Lignite	\$ 100.00 Each
	Percent Elongation / Flats	\$ 175.00 Each
CAL TM 205	Percent Crushed	\$ 150.00 Each
CAL TM 229	Durability	\$ 150.00 Each

ASPHALT CONCRETE

GENERAL TESTING

A.S.T.M.

D2172	Bitumen Content	\$ 125.00 Each
D5444	Gradation of Extracted Sample	\$ 90.00 Each
D1188	Unit Weight - Molded Specimen or Cores	\$ 75.00 Each
D2041	Theoretical Maximum Density	\$ 125.00 Each
CAL TM 304	Compacted Maximum Density - HVEEM	\$ 150.00 Each
D1560/61	HVEEM	\$ 150.00 Each
D6926	Compacted Maximum Density - MARSHALL	\$ 175.00 Each
	Stripping	\$ 100.00 Each

MIX DESIGN / CONTROL

A.S.T.M.

CAL TM 336	Mix Design - HVEEM including Aggregate Tests - Per Design ..	\$2,250.00 Each
D1560/61	Aggregate Tests - Per Design ..	\$2,250.00 Each
D6926/27	Mix Design - MARSHALL including Aggregate Tests - Per Design ..	\$2,500.00 Each
CAL TM 336	Field Mix - HVEEM - Stability Per Point	\$ 175.00 Each
D1560/61	Per Point	\$ 175.00 Each
D6926	Field Mix - MARSHALL-Stability Per Point	\$ 200.00 Each

MISCELLANEOUS

Specimen Pick-Up

Flexural Beams (\$70.00 Minimum)	\$ 35.00 Each
Masonry Prism up to 8" x 8" x 16" (\$70.00 Minimum)	\$ 50.00 Each
Masonry Prism, Larger than 8" x 8" x 16"	Quotation
Gunite and Shotcrete Test Panels	\$ 75.00 Each
Fireproofing Samples	\$ 50.00 Per Trip
Sample Pick Up	\$ 30.00 Per Trip

1. A two hour minimum show-up charge will be incurred for all scheduled field services not canceled before 3:00 p.m. of the preceding day. A minimum four hour charge will be invoiced for filed services.
2. An overtime premium of time and one-half will be charged for any personnel services in excess of eight hours per day, up to and including twelve hours per day, and Saturday. Double time will be charged for over twelve hours in any one day, Sunday and Holidays. Holidays are New Years Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day. High priority laboratory testing at the Client's request which requires unscheduled overtime is subject to a 50% increase from the standard rates.
3. Swing (2nd) and graveyard (3rd) shift will be charged at regular rates plus 15% and 20% respectively.
4. Sampling, specification review, discussion, and report preparation for field testing are charged at hourly rates. A minimum charge of \$100.00 will be made for issuance of any engineering reports. Engineering review time of all field reports is estimated to be 0.2 hours per report. The charge for weekly report distribution is 1 hour per week.
5. There will be no charge for travel time and mileage. Combination of services will be billed at the applicable higher hourly rate for the day.
6. ~~Reimbursable expenses such as parking, air fare, car rental, food and lodging will be charged at \$ 125.00 per day.~~
7. Outside services performed by others and direct costs expended on the Client's behalf are charged at cost plus 20%, unless otherwise noted.
8. ~~Certified Payrolls will be supplied upon request at a cost of \$95.00 per pay period.~~
9. ~~There will be a minimum project set up fee of \$250 for obtaining plans, specifications, accounting/distribution information and filing of preliminary liens. Invoicing is performed on a monthly basis. Past due account will accumulate interest charges at the rate of 1% per month.~~
10. Prices for tests not quoted or discounts for volume work will be given upon request.

Prices are based on current prevailing wage rates through July 1, 2013 at which time the hourly rates will increase \$ 3.00 Per Hour to compensate for mandatory increases as set forth by DIR.

1 **FIRST AMENDMENT TO AGREEMENT FOR ARCHITECTURAL AND**
2 **ENGINEERING SERVICES BY AND BETWEEN THE COUNTY OF RIVERSIDE AND**
3 **DLR GROUP (PREVIOUSLY KNOWN AS WIDOM WEIN COHEN O'LEARY**
4 **TERASAWA) ASSOCIATED WITH THE RIVERSIDE COUNTY REGIONAL MEDICAL**
5 **CENTER NURSING AND ALLIED HEALTH EDUCATION BUILDING**

6 **THIS FIRST AMENDMENT TO THE AGREEMENT FOR ARCHITECTURAL**
7 **AND ENGINEERING SERVICES** is made and entered into by and between the
8 COUNTY OF RIVERSIDE, ("COUNTY"), and DLR GROUP (Previously known as
9 Widom Wein Cohen O'Leary Terasawa), herein referred to as "ARCHITECT".

10 **RECITALS**

11 **WHEREAS**, the COUNTY entered into the Original Agreement with ARCHITECT
12 on April 7, 2009 ("Original Agreement");

13 **WHEREAS**, the COUNTY has determined that additional services are needed
14 and ARCHITECT has agreed to provide such additional services to COUNTY;

15 **WHEREAS**, the firms of DLR Group and Widom Wein Cohen O'Leary Terasawa
16 have merged, and desire to continue to provide services to COUNTY under the Original
17 Agreement;

18 **NOW, THEREFORE**, in consideration of the mutual covenants contained herein
19 and providing that all other sections not amended remain in full force and effect, the
20 parties hereto agree as follows, effective November 6, 2012:

21 I. Section III. SCOPE OF WORK of the Original Agreement is hereby amended to
22 add the following sentence at the end of the first paragraph:

23 "ARCHITECT shall provide the additional professional services, as outlined and
24 specified in Exhibit "A-1", consisting of three (3) pages, attached hereto and
25 incorporated herein by this reference.

26 II. Section III. Subsection E. BIDDING of the Original Agreement is hereby
27 amended to add the following sentence at the end of the paragraph: "Perform
28 work in adherence to the bidding schedule developed by the COUNTY."

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1 III. Section IV. Subsection A. Determination of Amount subsection 1. in the Original
2 Agreement is hereby modified to change the not to exceed amount of the
3 Agreement to One Million, Twenty-One Thousand Five Hundred Forty Five
4 Dollars (\$1,021,545.00).

5
6 IV. Exhibit "E" of the Original Agreement is hereby revised per Exhibit E-1 attached
7 hereto and incorporated by reference.

8
9 V. Pursuant to Section XI. Subsection E. of the Original Agreement, COUNTY does
10 hereby consent to the assignment of such Original Agreement to DLR Group,
11 and DLR Group does herein accept such assignment and assumes all rights,
12 obligations, responsibilities and liabilities under the terms of such Original
13 Agreement as existed prior to or after this First Amendment.

14
15 IN WITNESS HEREOF, the parties hereto have caused their duly authorized
16 representatives to execute this First Amendment on

17 _____
18 (To be filled in by Clerk of the Board)

19
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21 (Signature on following page)
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COUNTY OF RIVERSIDE

DLR GROUP

John J. Bennett
John J. Bennett
Chairman, Board of Supervisors

William J. Judge
Name: William J. Judge
Title: Principal
4280 Latham Street, Suite H
Riverside, CA 92501

ATTEST:
Kecia Harper-Ihem
Clerk of Board

By Kecia Harper-Ihem
Deputy

(Seal)

FORM APPROVED COUNTY COUNSEL
BY: M. Victor 1/24/13
MARSHAL VICTOR DATE

