

FORM APPROVED COUNTY COUNSEL 1/14/14
 BY: Neal R. Kipnis DATE

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

204



FROM: Successor Agency to the Redevelopment Agency

SUBMITTAL DATE:
 January 23, 2014

SUBJECT: Rancho Jurupa Regional Sports Park – Ratify Second Amendment to Consulting Services Agreement, Approval of Consultant Agreement, and Acceptance of Assignment, District 2, [\$111,119], Jurupa Valley Redevelopment Capital Improvement Bond Proceeds

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the attached Second Amendment to the Agreement for Architectural Services between the Successor Agency to the Redevelopment Agency and RHA Landscape Architects Planners Inc. in the amount of \$63,000 and authorize the Chairman of the Board to execute the agreement;
2. Approve and authorize the Chairman of the Board to execute the attached Consulting Services Agreement between the Successor Agency to the Redevelopment Agency and CHJ Consultants in the amount of \$19,969;

(Continued) LOCAL PROCEDURES APPROVED

PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *[Signature]* 1/22/14

Alex Gann

Alex Gann
 Deputy County Executive Officer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 95,000	\$ 16,119	\$ 111,119	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Jurupa Valley Redevelopment Capital Improvement Bond Proceeds (previously approved budget)
 Budget Adjustment: No
 For Fiscal Year: 2013/14

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature]*
 George A. Johnson

County Executive Office Signature

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

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: February 4, 2014
 xc: RDA, EDA

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

Prev. Agn. Ref.: 4.5 of 2/26/08; 4.5 of 6/29/10; 4-1 of 12/10/13 | District: 2/2 | Agenda Number:

4-1

By: *[Signature]*
 Robert Field, Assistant County Executive Officer/EDA
 Riverside County Economic Development Agency/EDA

- A-30
- Positions Added
- 4/5 Vote
- Change Order

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

Successor Agency to the Redevelopment Agency

FORM 11: Rancho Jurupa Regional Sports Park – Ratify Second Amendment to Consulting Services Agreement, Approval of Consultant Agreement, and Acceptance of Assignment, District 2, [\$111,119], Jurupa Valley Redevelopment Capital Improvement Bond Proceeds

DATE: January 23, 2014

Page 2 of 3

RECOMMENDED MOTION: (Continued)

3. Accept the assignment of the Purchase Order issued to Bakersfield Well and Pump Company in the amount of \$28,150 for the rental of a temporary water tank and lines and authorize the Successor Agency to reimburse EDA/PMO for rents paid on the rental equipment for the benefit of the Successor Agency property; and
4. Submit the above items to the Oversight Board for approval.

BACKGROUND:

Summary

On February 26, 2008, the Board of Directors approved the Consulting Services Agreement with RHA Landscape Architects Planners, Inc. (RHA) to design the Rancho Jurupa Regional Sports Park (Park). During design, protected habitat areas were discovered which required a redesign of the westernmost soccer fields and modification of the site drainage plan. On June 29, 2010, the Board of Directors approved the First Amendment to the agreement with RHA for redesign services. Shortly after construction began in February 2011, RHA was required to perform additional staking due to the adjustments made for the protected habitat areas, as well as perform additional electrical engineering for permanent power to the well site and provide additional construction support services. The Successor Agency is therefore amending and extending the contract for these additional services until completion of the project which is anticipated September 2014.

The costs associated with the Second Amendment are listed on the Recognized Obligation Payment Schedule 13-14A (ROPS) for the period of July 1, 2013 through December 31, 2013, and have been approved by the Oversight Board and the California Department of Finance.

During design of the Park, the water supply was found to be insufficient and use of non-potable ground water from a well would be necessary. The well work consists of a new irrigation water well, pumping plant, irrigation water storage reservoir and irrigation booster station. The well project required completion in two separate phases; Phase 1, for the exploration to determine if the well site provided adequate amount of water volume and pressure, and Phase 2, to install the permanent pumping equipment and water storage reservoir.

On June 29, 2010, the Board approved the plans and specifications for the Rancho Jurupa Regional Sports Park Well Pumping Equipment and Storage Reservoir Project (Phase 1) for the drilling of the well and authorized the Clerk of the Board to advertise for bids. On October 5, 2010, the Board of Directors awarded the construction of Phase 1 for the well to Bakersfield Well & Pump Company. Phase 1 was successfully completed and a Notice of Completion was filed on May 1, 2012.

To provide water to the park until completion of Phase 2 of the Well Pumping Equipment and Storage Reservoir, a temporary water reservoir tank and supply lines were rented. Installation of the temporary tank, supply lines and rental fees through December 2012, were included in ASR Constructor's construction contract, however, those payments ceased when ASR filed bankruptcy. To avoid the removal of the temporary tank and supply lines, EDA paid rents to keep the equipment onsite for the benefit of the project on behalf of the Successor Agency through a Purchase Order issued by Riverside County Purchasing in the amount of \$28,150 which covers the rental fees through December 2014, or until construction of the permanent water reservoir tank is complete.

(Continued)

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

Successor Agency to the Redevelopment Agency

FORM 11: Rancho Jurupa Regional Sports Park – Ratify Second Amendment to Consulting Services Agreement, Approval of Consultant Agreement, and Acceptance of Assignment, District 2, [\$111,119], Jurupa Valley Redevelopment Capital Improvement Bond Proceeds

DATE: January 23, 2014

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BACKGROUND:

Summary (continued)

On December 10, 2013 the Board approved the revised plans and specifications for the Well Pumping Equipment and Storage Reservoir for the completion of Phase 2 of the well installation. A bidders conference was held on January 7th with bids closing on January 27th. Once the contract is awarded, construction is estimated to take 150 calendar days to complete. During construction it is required to have a material testing and inspection firm oversee grading, compaction, and perform testing on materials installed. CHJ Consultants was selected from a list of pre-qualified consultants (MO 3.34 8/28/12) based on their qualifications to provide these required services in the amount of \$19,969.

Staff recommends that the Board approve the attached Second Amendment with RHA, accept assignment of the purchase order issued by the county to the Successor Agency, and approve the attached consulting services agreement with CHJ Consultants in the cumulative amount of \$111,119.

Impact on Residents and Businesses

The Park is heavily utilized by the surrounding community and soccer clubs throughout the area. To maintain the viability of this thriving park, it is imperative to have the permanent water supply and service.

Additional Fiscal Information

Expenditures for FY 2013/14 are estimated at \$95,000; expenditures for FY 2014/15 are estimated at \$16,119 for a combined total of \$111,119. All costs associated with these agreements have been included on the ROPS 13-14B and are within the overall approved budget for the project. The costs will be fully funded through Jurupa Valley Redevelopment Capital Improvement Bond Proceeds, thus no net county costs will be incurred and no budget adjustment will be required.

Contract History and Price Reasonableness

NUMBER	AMOUNT	PERCENT	DESCRIPTION
Base Contract	423,800	0.00%	Architectural and engineering services
Amendment No. 1	97,600	23.03%	Water Quality Management Plan redesign; Title 24 Design Calculations recalculation, Hydrology Report redesign and design of the public street improvement plans.
Amendment No. 2	63,000	14.87%	Expanded construction staking, electrical design and utility coordination, and construction support services.
TOTAL	\$584,400	37.90%	

Attachments:

Second Amendment with RHA Landscape Architects
Consultant Agreement with CHJ Consultants
Purchase Order to Bakersfield Well and Pump Company



COUNTY OF RIVERSIDE
 Purchasing and Fleet Services Department
 2980 Washington St.
 Riverside, CA 92504
 Phone: (951) 955-4937
 Fax: (951) 955-4948

PURCHASE ORDER
CHANGE ORDER - REPRINT

Vendor Instructions

1. Packaging Slip showing P.O. number and contents must accompany each shipment.
2. No charge for packaging or drayage will be allowed except when specified in order.
3. No partial billings except when specified in the order.
4. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS OF THIS ORDER. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY THE SELLER ARE REJECTED UNLESS EXPRESSLY ASSENTED TO IN WRITING BY THE BUYER.
5. MAIL INVOICE TO THE ADDRESS SHOWN BELOW. SHOW PURCHASE ORDER NUMBER AND ORDERING DEPARTMENT.
6. Out of state vendors MUST show CA Board of Equalization Permit Number. Otherwise, sales tax will be deducted.
7. IMPORTANT: Seller shall provide material safety data sheets for each product containing hazardous substances as listed by CA Dir. Ind. Rel. in CA Adm. Code, Title 8, Section 5194 and labor codes
8. If work is to be carried out on county property, vendor shall call purchasing and ascertain amounts and types of insurance required and provide proof of insurance before beginning work

Vendor: 0000047051
 Bakersfield Well and Pump Co
 c/o BCVRPD
 PO Box 490
 Beaumont CA 92223-4436
 United States

Purchase Order FMARC-FMA0050626	Date 10/10/2013	Revision 1 - 01/22/2014
Payment Terms: Net 30	RFQ/P#	PO Type: REGS
Freight Terms: FOB Destination, Freight Paid		
Ship Via: BEST WAY		

Invoice To : Facilities Management
 Facilities Management Dept
 3133 Mission Inn Ave
 Riverside CA 92507
 United States

Ship To: Facilities Management
 Facilities Management Dept
 3133 Mission Inn Ave
 Riverside CA 92507
 United States

Line No.	Sched. No.	County Item No.	Quantity	Unit of Measure	Taxable?	Due Date	Vendor Cat. No.	Unit Price	Extended Cost
1	1	96296	24,820.00	EA	Y	12/09/2013		1.00	24,820.00

Description:
 WELL SERVICES RENTING

Schedule Total	24,820.00
Item Total	24,820.00

Line No.	Sched. No.	County Item No.	Quantity	Unit of Measure	Taxable?	Due Date	Vendor Cat. No.	Unit Price	Extended Cost
2	1	96296	3,330.00	EA	Y	03/23/2014		1.00	3,330.00

Description:
 Change Order #1

Schedule Total	3,330.00
Item Total	3,330.00

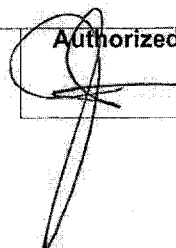
Total PO Amount	28,150.00
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PO Comments:

This Purchase Order issued at the request of Economic Development Agency / Successor Agency with all necessary approvals; back-up documentation, etc. on file.

This purchase order is per Bakersfield Well & Pump Co., Invoice #1, Job# 11-604 for rental of Pump Equipment and Tank Rental per year 2014 for \$24,820.00 and Sole Source # 14-179, dated October 09. Pricing includes all labor, delivery and taxes to complete project.

Authorized Signature


 1-22-14



COUNTY OF RIVERSIDE
Purchasing and Fleet Services Department
2880 Washington St.
Riverside, CA 92504
Phone: (951) 955-4937
Fax: (951) 955-4948

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PURCHASE ORDER
CHANGE ORDER - REPRINT

Purchase Order	Date	Revision
FMARC-FMA0050626	10/10/2013	1 - 01/22/2014
Payment Terms: Net 30	RFQ/P#	PO Type: REGS
Freight Terms: FOB Destination, Freight Paid		
Ship Via:	BEST WAY	

Change Order #1 As per e-mail request dated 01/22/2014 and accounting approval for additional equipment at site.

TO ENSURE PROMPT PAYMENT THE PURCHASE ORDER NUMBER SHALL BE REFERENCED ON ALL INVOICES AND DOCUMENTS.

Please refer to <http://www.purchasing.co.riverside.ca.us/> to view/print County Terms and Conditions

- *116-200 General Terms
- *116-210 General Conditions - Materials and/or Services
- *116-230 General Conditions & Equipment
- *116-220 General Terms - Public Works

Payment Terms - For calculating due dates for payment terms, the County will use either the date that the invoice is received by the County or the date the goods/services are received, whichever is later. Terms: Net 30

Contact: Rebecca Tsagris @ 951-955-8764 for questions regarding this order and /or delivery instructions.

Joseph Angelone
Procurement Contract Specialist
Voice: 951-222-3239
Email: JoeAngelone@rivcoeda.org

Authorized Signature

Joe Angelone 1-22-14

1 OVERSIGHT BOARD

COUNTY OF RIVERSIDE
SUCCESSOR AGENCY

2 **RESOLUTION NO. 2014-005**

3 **A RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE**
4 **REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE APPROVING**
5 **SUCCESSOR AGENCY AGENDA ITEM 4.1 OF FEBRUARY 4, 2014, RELATED TO THE**
6 **RATIFICATION OF THE SECOND AMENDMENT TO CONSULTING SERVICES**
7 **AGREEMENT WITH RHA LANDSCAPE ARCHITECTS PLANNERS INC., THE APPROVAL**
8 **OF THE CONSULTING SERVICES AGREEMENT WITH CHJ CONSULTANTS, AND THE**
9 **ACCEPTANCE OF ASSIGNMENT OF THE PURCHASE ORDER OF BAKERSFIELD WELL**
10 **AND PUMP COMPANY TO THE SUCCESSOR AGENCY**

11 **WHEREAS**, redevelopment agencies were dissolved as of February 1, 2012, following
12 a California Supreme Court ruling in *California Redevelopment Association v. Matosantos*
13 upholding Assembly Bill x1 26;

14 **WHEREAS**, the Successor Agency to the Redevelopment Agency for the County of
15 Riverside (Successor Agency) is responsible for implementing Assembly Bill x1 26;

16 **WHEREAS**, provisions of Assembly Bill x1 26 require that each Successor Agency
17 have an oversight board to oversee and review the actions of the Successor Agency as it
18 winds down the affairs of the former Redevelopment Agency;

19 **WHEREAS**, an Oversight Board has been formed, pursuant to Health and Safety
20 Code Section 34179;

21 **WHEREAS**, Health and Safety Code Section 34179(e) was amended through
22 Assembly Bill 1484 and requires that all actions taken by the oversight board shall be adopted
23 by resolution;

24 **WHEREAS**, the Successor Agency recommends Oversight Board approval of the
25 ratification of the Second Amendment to Consulting Services Agreement with RHA Landscape
26 Architects Inc., as approved by the County of Riverside Board of Supervisors on February 4,
27 2014, as Successor Agency agenda item 4.1;

28 **WHEREAS**, the Successor Agency recommends Oversight Board approval of the
Consulting Services Agreement with CHJ Consultants, as approved by the County of

1 Riverside Board of Supervisors on February 4, 2014, as Successor Agency agenda item 4.1;
2 and,

3 **WHEREAS**, the Successor Agency recommends Oversight Board approval of the
4 acceptance of assignment of the Purchase Order of Bakersfield Well and Pump Company to
5 the Successor Agency, as approved by the County of Riverside Board of Supervisors on
6 February 4, 2014, as Successor Agency agenda item 4.1;

7 **NOW, THEREFORE, BE IT RESOLVED, FOUND, AND DETERMINED** by the
8 Oversight Board for the Successor Agency to the Redevelopment Agency for the County of
9 Riverside as follows:

10 1. The Oversight Board approves Successor Agency agenda item 4.1 of February 4,
11 2014.

12 2. Pursuant to Health and Safety Code Section 34179, all actions taken by the
13 Oversight Board may be reviewed by the State of California Department of Finance, and,
14 therefore, this Resolution shall not be effective until five (5) business days after approval,
15 subject to a request for review by the State of California Department of Finance.

16 **PASSED, APPROVED, AND ADOPTED** by the Oversight Board for the Successor
17 Agency to the Redevelopment Agency for the County of Riverside on February 20, 2014.

18
19 Approved as to Form:

20 Oversight Board Legal Counsel

21
22
23 By: _____

24 James M. Casso
25
26
27
28

1 **SECOND AMENDMENT TO THE AGREEMENT FOR ARCHITECTURAL SERVICES**
2 **FOR THE RANCHO JURUPA SPORTS PARK PROJECT BY AND BETWEEN THE**
3 **SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE COUNTY**
4 **OF RIVERSIDE AND RHA LANDSCAPE ARCHITECTS PLANNERS, INC.**

5 **THIS SECOND AMENDMENT TO THE AGREEMENT**, is made and entered
6 into this 20 day of February 2014, by and between the Successor Agency to the
7 Redevelopment Agency for the County of Riverside (hereinafter "AGENCY"), and RHA
8 Landscape, INC., (hereinafter "ARCHITECT") for the Rancho Jurupa Regional Sports
9 Park Project (PROJECT).

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

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

19 **WHEREAS**, the County of Riverside and the Former RDA adopted by
20 Ordinance No. 763, on July 9, 1996, a redevelopment plan for the Jurupa Valley
21 Redevelopment Project Area (hereinafter the "PROJECT AREA");

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

25 **WHEREAS**, pursuant to Section 34177-34181 of the Health and Safety Code,
26 the AGENCY is authorized to make and execute contracts and other instruments
27 necessary or convenient in compliance with the Enforceable Obligation Payment
28

1 Schedule (EOPS) as superseded by the Recognized Obligation Payment Schedule
2 (ROPS) as adopted by the AGENCY and the Oversight Board;

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

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

11 **WHEREAS**, during the design of the PROJECT it was discovered that there was
12 an inadequate supply of water for irrigation and the use of non-potable ground water
13 from a well would be necessary for the park;

14 **WHEREAS**, the completion of the well required two separate phases; a first
15 phase for exploration to determine if the well site would provide an adequate amount of
16 water volume and pressure, and a second phase to install the permanent pumping
17 equipment and water storage tank reservoir and supply lines;

18 **WHEREAS**, the construction of the first phase of the well was completed on May
19 1, 2012 and a temporary water storage tank reservoir and supply lines were installed
20 until the second phase could be completed;

21 **WHEREAS**, during construction of the PROJECT, the contractor filed for
22 bankruptcy and the AGENCY was unable to complete the remaining phase of the well
23 with Federal Insurance Company, the Surety for the contractor;

24 **WHEREAS**, on December 10, 2013, the Board of Supervisors approved the
25 plans and specifications and allowed the AGENCY to bid the remaining phase of the
26 well;
27
28

1 **WHEREAS**, the proposed services provided in this Second Amendment to the
2 Agreement are necessary to construct the permanent irrigation well, water storage
3 reservoir, and pumping plant to provide irrigation water for the PROJECT. It is
4 anticipated that the well and property it will be located on will be owned, operated, and
5 maintained by Riverside County Regional Park and Open-Space District.

6 **WHEREAS**, the parties entered into the original Agreement (“AGREEMENT”) on
7 February 26, 2008, to provide architectural design and consulting services for the
8 PROJECT, in the amount of Four Hundred Twenty-Three Thousand, Eight Hundred
9 Dollars (\$423,800);

10 **WHEREAS**, a First Amendment to the Agreement was entered into on June 29,
11 2010 to cover additional scope of services required for successful completion of the
12 PROJECT including, but not limited to, the redesign of the Water Quality Management
13 Plan, recalculation of the electrical Title 24 Design Calculations, redesign of the
14 Hydrology Report, and design of the public street improvement plans;

15 **WHEREAS**, unanticipated modifications to the PROJECT scope, including
16 avoidance of protected species habitat and sensitive wildlife areas, caused additional
17 staking and electrical engineering during construction and were completed by the
18 ARCHITECT;

19 **WHEREAS**, extended construction administration is necessary to cover the
20 construction of the permanent well and complete the PROJECT;

21 **WHEREAS**, the additional fee for those services is Sixty-Three Thousand
22 Dollars (\$63,000), for a total project budget of Five Hundred Eighty-Four Thousand,
23 Four Hundred Dollars (\$584,400);

24 **WHEREAS**, the Second Amendment (“SECOND AMENDMENT”) will finalize
25 any outstanding design, facilitate construction of the permanent well for the PROJECT,
26 and allow the AGENCY to effectuate the existing enforceable obligations; and

27 **WHEREAS**, ARCHITECT has agreed to provide such services to AGENCY.
28

1 **NOW THEREFORE**, in consideration of the foregoing and providing that all
2 other sections not amended remain intact, the parties hereto do hereby agree as
3 follows:

4 A. Section II of the AGREEMENT is hereby amended in its entirety to read as
5 follows:

6 II. **SCOPE OF WORK:** ARCHITECT shall provide all services as specified
7 within the AGREEMENT'S "Exhibit A," Scope of Work, FIRST
8 AMENDMENT'S "Exhibit A-1," Scope of Work, and "Exhibit A-2"
9 including, but not limited to, expanded construction staking, electrical
10 design and utility coordination, and construction support services for the
11 for the PROJECT through completion of the permanent well which is
12 anticipated to be September 2014.

13 ARCHITECT represents and maintains that it is skilled in the professional
14 calling necessary to perform all services, duties and obligations required
15 by the AGREEMENT and FIRST AMENDMENT to fully and adequately
16 complete the PROJECT. ARCHITECT shall perform the services and
17 duties in conformance to and consistent with the standards generally
18 recognized as being employed by professionals in the same discipline in
19 the State of California. ARCHITECT further represents and warrants to
20 the AGENCY that it has all licenses, permits, qualifications and approvals
21 of whatever nature are legally required to practice its profession.
22 ARCHITECT further represents that it shall keep all such licenses and
23 approvals in effect during the term of the AGREEMENT and SECOND
24 AMENDMENT.

25
26 B. Section III ARCHITECTS SERVICES, subsection H- TIME OF PERFORMANCE
27 of the AGREEMENT is hereby amended in its entirety to read as follows:
28

1 **H. TIME OF PERFORMANCE:** ARCHITECT will diligently and responsibly
2 pursue the performance of the services required of it by the
3 AGREEMENT, FIRST AMENDMENT, and SECOND AMENDMENT
4 through PROJECT completion anticipated September 2014 unless the
5 work is altered by written amendment(s) pursuant to Section III, or
6 terminated as specified in Section X. All applicable indemnification
7 provisions in the AGREEMENT shall remain in effect following the
8 termination of the AGREEMENT.

9
10 **C. Section IV ARCHITECT'S COMPENSATION, subsection A.1-DETERMINATION**
11 **OF AMOUNT** of the AGREEMENT is hereby amended in its entirety to read as
12 follows:

13 **A.1. DETERMINATION OF AMOUNT:** The AGENCY shall pay the
14 ARCHITECT on a lump sum amount not-to-exceed Five Hundred Eighty-
15 Four Thousand, Four Hundred Dollars (\$584,400), which includes
16 reimbursable expenses. ARCHITECT shall submit monthly invoices to
17 the AGENCY for progress payments based on work completed to date
18 and line items identified within Exhibits "A, A-1, and A-2."
19 Said compensation shall be paid in accordance with an invoice submitted
20 to AGENCY by ARCHITECT within fifteen (15) days from the last day of
21 each calendar month, and AGENCY shall pay the invoice within thirty
22 (30) working days from the date of receipt of the invoice.

23
24 **D. Section XI MISCELLANEOUS PROVISIONS subsection F of the AGREEMENT**
25 is hereby amended to read as follows:

26 **F. NOTICES:** All correspondence and notices required or contemplated by
27 this Agreement shall be delivered to the respective parties at the
28

1 addresses set forth below and are deemed submitted one (1) day after
2 their deposit in the United States Mail, postage prepaid:

3
4 **AGENCY**

5 Charles Waltman
6 Deputy Executive Director
7 County of Riverside
8 3403 10th Street, Ste 500
9 Riverside, CA 92501
10 Phone: (951)955-0911
11 Fax: (951)955-4890

ARCHITECT

RHA Landscape Architects
Planners Inc.
6216 Brockton Ave, Suite 212
Riverside CA 92506
Phone: (951) 781-1930
Fax: (951) 686-8091

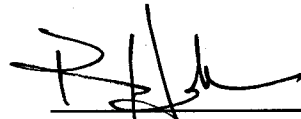
12 Any change in designated representatives shall be promptly reported to the
13 other party in order to ensure proper coordination of the PROJECT.

14 **IN WITNESS WHEREOF**, the Successor Agency to the Redevelopment Agency
15 for the County of Riverside and ARCHITECT, have executed this Agreement as of the
16 date first above written.

17 **SUCCESSOR AGENCY**

**RHA LANDSCAPE ARCHITECTS
18 PLANNERS, INC.**

19 
20 Jeff Stone
21 Chairman, Board of Supervisors


22 Randy Hlubik
23 President

24 **ATTEST:**
25 Kecia Harper-Ihem
26 Clerk of the Board

APPROVED AS TO FORM:
27 Pamela J. Walls
28 County Counsel


29 Deputy

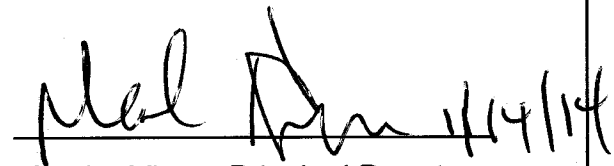

30 Marsha Victor, Principal Deputy



EXHIBIT A-2

REQUEST FOR ADDITIONAL SERVICES

To: Rebecca Tsagris
Riverside County EDA
3403 10th Street, 4th Floor
Riverside, CA 92501

Date: August 15, 2013
Project: Rancho Jurupa
Regional Sports Park
RHA Job No: 08113
Amendment No: 2

Dear Rebecca,
The following is our proposed scope of services and fee to provide additional services on the Rancho Jurupa Regional Sports Park as described below.

SCOPE OF SERVICES

1. The scope of the project expanded beyond what was described in the original RFP. The original proposal provided a construction staking and administration scope and fee based upon a rough schematic design and was an estimated figure based on other projects of this type. The final site design requires more intensive construction staking and additional construction administration. Additional construction staking and construction support for this expanded scope will be provided.
2. Provide additional electrical engineering for permanent power to the well site.
3. Provide additional construction administration beyond the original 6 month construction period that began in April 2011 to continue until completion in September 2014.

FEE SCHEDULE

1.	\$57,500
2.	\$2,500
3.	\$3,000

TOTAL: \$63,000

This additional work authorization is an addendum to the existing contract. The terms and conditions of the original contract are applicable to this addendum. Subsequent to your review of the above referenced Scope of Services, please sign and return this form to our office. A faxed copy of the signed additional work order is acceptable. Please follow with a hard copy and original signature by mail.

Cordially,
RHA LANDSCAPE ARCHITECTS-PLANNERS, INC.

Doug Grove, RLA, LEED AP
Principal



REQUEST FOR ADDITIONAL SERVICES

To: Rebecca Tsagris
Riverside County EDA
3403 10th Street, 4th Floor
Riverside, CA 92501

Date: August 15, 2013
Project: Rancho Jurupa
Regional Sports Park
RHA Job No: 08113
Amendment No: 2

Dear Rebecca,
The following is our proposed scope of services and fee to provide additional services on the Rancho Jurupa Regional Sports Park as described below.

SCOPE OF SERVICES

1. The scope of the project expanded beyond what was described in the original RFP. The original proposal provided a construction staking and administration scope and fee based upon a rough schematic design and was an estimated figure based on other projects of this type. The final site design requires more intensive construction staking and additional construction administration. Additional construction staking and construction support for this expanded scope will be provided.
2. Provide additional electrical engineering for permanent power to the well site.
3. Provide additional construction administration beyond the original 6 month construction period that began in April 2011 to continue until completion in September 2014.

FEE SCHEDULE

1.	\$57,500
2.	\$2,500
3.	\$3,000

TOTAL: \$63,000

This additional work authorization is an addendum to the existing contract. The terms and conditions of the original contract are applicable to this addendum. Subsequent to your review of the above referenced Scope of Services, please sign and return this form to our office. A faxed copy of the signed additional work order is acceptable. Please follow with a hard copy and original signature by mail.

Cordially,
RHA LANDSCAPE ARCHITECTS-PLANNERS, INC.

Doug Grove, RLA LEED AP
Principal

1 **CONSULTING SERVICES AGREEMENT BY AND BETWEEN**
2 **THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY**
3 **FOR THE COUNTY OF RIVERSIDE**
4 **AND CHJ CONSULTANTS FOR**
5 **GEOTECHNICAL MATERIAL TESTING AND SPECIAL INSPECTION SERVICES**
6 **FOR THE RANCHO JURUPA REGIONAL SPORTS PARK PROJECT**

7 **THIS AGREEMENT** is made and entered into this 20 day of ~~February~~ February 2014, by and
8 between the Successor Agency to the Redevelopment Agency for the County of Riverside
9 (hereinafter "AGENCY"), and CHJ Consultants (hereinafter "CONSULTANT") for the Rancho
10 Jurupa Regional Sports Park Project (PROJECT).

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

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

20 **WHEREAS**, the County of Riverside and the Former RDA adopted by Ordinance No.
21 763, on July 9, 1996, a redevelopment plan for the Jurupa Valley Redevelopment Project Area
22 (hereinafter the "PROJECT AREA");

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

26 **WHEREAS**, pursuant to Section 34177-34181 of the Health and Safety Code, the
27 AGENCY is authorized to make and execute contracts and other instruments necessary or
28 convenient in compliance with the Enforceable Obligation Payment Schedule (EOPS) as

1 superseded by the Recognized Obligation Payment Schedule (ROPS) as adopted by the
2 AGENCY and the Oversight Board;

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

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

9 **WHEREAS**, during the design of the PROJECT it was discovered that there was an
10 inadequate supply of water for irrigation and the use of non-potable ground water from a well
11 would be necessary for the park;

12 **WHEREAS**, the completion of the well required two separate phases; a first phase for
13 exploration to determine if the well site would provide an adequate amount of water volume and
14 pressure, and a second phase to install the permanent pumping equipment and water storage
15 tank reservoir and supply lines;

16 **WHEREAS**, the construction of the first phase of the well was completed on May 1, 2012
17 and a temporary water storage tank reservoir and supply lines were installed until the second
18 phase could be completed;

19 **WHEREAS**, during construction of the PROJECT, the contractor filed for bankruptcy and
20 the AGENCY was unable to complete the remaining phase of the well with Federal Insurance
21 Company, the Surety for the contractor;

22 **WHEREAS**, on December 10, 2013, the Board of Supervisors approved the plans and
23 specifications and allowed the AGENCY to bid the remaining phase of the well;

24 **WHEREAS**, it is an essential component for the completion of the well to provide material
25 testing and geotechnical inspection during grading, compaction, and material installation;

26 **WHEREAS**, the proposed services provided in this Agreement are necessary to
27 construct the permanent irrigation well, water storage reservoir, and pumping plant to provide
28

1 irrigation water for the PROJECT. It is anticipated that the well and property it will be located on
2 will be owned, operated, and maintained by Riverside County Regional Park and Open-Space
3 District;

4 **WHEREAS**, this Agreement will facilitate construction of the permanent well for the
5 PROJECT and allow the AGENCY to effectuate the existing enforceable obligations;

6 **WHEREAS**, CONSULTANT has agreed to provide such services to AGENCY;

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

9 1. DESCRIPTION OF SERVICES: CONSULTANT shall provide all facilities,
10 transportation, and labor necessary to provide the services for PROJECT as described in
11 Exhibit "A", attached hereto and incorporated herein.

12 1.1 CONSULTANT represents and maintains that it has all personnel required
13 to perform the services under this Agreement, and are skilled in the professional calling
14 necessary to perform all services, duties and obligations required by this Agreement to fully and
15 adequately provide services for the PROJECT. CONSULTANT shall not subcontract the
16 performance of this Agreement nor any part thereof without the prior written consent of the
17 AGENCY. CONSULTANT shall perform the services and duties in conformance to and
18 consistent with the standards generally recognized as being employed by professionals in the
19 same discipline in the State of California. CONSULTANT further represents and warrants to
20 AGENCY that it has all licenses, permits, qualifications and approvals of whatever nature are
21 legally required to practice its profession. CONSULTANT further represents that it shall keep all
22 such licenses and approvals in effect during the term of this Agreement.

23 1.2 CONSULTANT shall comply with all applicable laws, ordinances, and codes
24 of the federal, state and local governments while performing the services described herein.

25 2. TERM OF AGREEMENT/PERIOD OF PERFORMANCE: CONSULTANT shall
26 commence performance upon execution of this Agreement, and complete performance of
27 services described in Exhibit "A" during the construction phase, which is estimated to be 6
28

1 months. The full term of this Agreement shall be ten (10) months from the date of execution.
2 CONSULTANT will diligently and responsibly pursue the performance of the services required of
3 it by this Agreement through completion unless the work is altered by written amendment(s)
4 pursuant to Section 14, or terminated as specified in Section 9. All applicable indemnification
5 provisions in this Agreement shall remain in effect following the termination of this Agreement.

6 3. COMPENSATION: The AGENCY shall pay the CONSULTANT for services
7 performed and expenses incurred in an amount not to exceed Nineteen Thousand, Nine
8 Hundred Sixty-Nine Dollars (\$19,969.00), including reimbursable expenses.
9 CONSULTANT shall submit monthly invoices to the AGENCY for progress payments
10 based on work completed to date and line items identified within Exhibit "A."

11 3.1 Said compensation shall be paid in accordance with an invoice submitted to
12 AGENCY by CONSULTANT within fifteen (15) days from the last day of each
13 calendar month, and AGENCY shall pay the invoice within thirty (30) working
14 days from the date of receipt of the invoice.

15 3.2 Certain Classifications of Labor under this contract may be subject to prevailing
16 wage requirements. It is anticipated that survey and/or soils testing work will or
17 may be performed, which classifications are subject to payment of prevailing
18 wage when performed as pre-construction or construction activities on a public
19 works project.

20 Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code
21 (commencing with Section 1720). By this reference said Chapter 1 is
22 incorporated herein with like effect as if it were here set forth in full. The parties
23 recognize that said Chapter 1 deals, among other things with discrimination,
24 penalties and forfeitures, their disposition and enforcement, wages, working
25 hours, and securing worker's compensation insurance and directly affect the
26 method of prosecution of the work by CONSULTANT and subject it under certain
27 conditions to penalties and forfeitures. Execution of the AGREEMENT by the
28

1 parties constitutes their agreement to abide by said Chapter 1, their stipulation as
2 to all matters, which they are required to stipulate as to by the provisions of said
3 Chapter 1, constitutes CONSULTANT'S certification that he is aware of the
4 provisions of said Chapter 1 and will comply with them and further constitutes
5 CONSULTANT'S certification as follows: "I am aware of the provisions of Section
6 3700 of the California Labor Code, which require every employer to be insured
7 against liability for worker's compensation or to undertake self-insurance in
8 accordance with the provisions of that Code, and I will comply with such
9 provisions before commencing the performance of the work of this contract."

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

18 4. INDEPENDENT CONSULTANT: AGENCY retains CONSULTANT on an
19 independent contractor basis. CONSULTANT is not, and shall not be considered to be in any
20 manner, an employee or agent of the AGENCY. Personnel performing the services under this
21 Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT'S exclusive
22 direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such
23 personnel in connection with their performance of Service and as required by law.
24 CONSULTANT shall be responsible for all reports and obligations respecting such personnel,
25 including but not limited to, social security taxes, income tax withholdings, unemployment
26 insurance, and workers' compensation insurance. CONSULTANT and its employees and
27 agents shall maintain professional licenses required by the laws of the State of California at all
28 times while performing services.

1 5. INDEMNIFICATION: CONSULTANT shall indemnify and hold harmless the
2 County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective
3 directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and
4 representatives (individually and collectively hereinafter referred to as Indemnitees) from any
5 liability whatsoever, including but not limited to, property damage, bodily injury, or death, based
6 or asserted upon any services of CONSULTANT, its officers, employees, subcontractors,
7 agents or representatives, arising out of or in any way relating to this Agreement.
8 CONSULTANT shall defend, at its sole expense, and pay all costs and fees including, but not
9 limited, to attorney fees, cost of investigation, defense and settlements or awards, on behalf of
10 the Indemnitees in any claim or action based upon such liability.

11 With respect to any action or claim subject to indemnification herein by CONSULTANT,
12 CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and
13 shall have the right to adjust, settle, or compromise any such action or claim without the prior
14 consent of AGENCY; provided, however, that any such adjustment, settlement or compromise
15 in no manner whatsoever limits or circumscribes CONSULTANT'S indemnification to
16 Indemnitees as set forth herein. CONSULTANT'S obligation hereunder shall be satisfied when
17 CONSULTANT has provided to AGENCY the appropriate form of dismissal relieving AGENCY
18 from any liability for the action or claim involved.

19 The specified insurance limits required in this Agreement shall in no way limit or
20 circumscribe CONSULTANT'S obligations to indemnify and hold harmless the Indemnitees
21 herein from third party claims. In the event there is conflict between this clause and California
22 Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
23 interpretation shall not relieve the CONSULTANT from indemnifying the Indemnitees to the
24 fullest extent allowed by law.

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

28 6.1 Workers' Compensation: If CONSULTANT has employees as defined by

1 the State of California, CONSULTANT shall maintain Workers' Compensation Insurance
2 (Coverage A) as prescribed by the laws of the State of California. Policy shall include
3 Employers' Liability (Coverage B) including Occupational Disease with limits not less than
4 \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of
5 the AGENCY; and, if applicable, to provide a Borrowed Servant/Alternate Employer
6 Endorsement.

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

16 6.3 Vehicle Liability: If CONSULTANT'S vehicles or mobile equipment are
17 used in the performance of the obligations under this Agreement, CONSULTANT shall maintain
18 liability insurance for all owned, non-owned or hired vehicles in an amount not less than
19 \$1,000,000 per occurrence combined single limit. If such insurance contains a general
20 aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the
21 occurrence limit.

22 6.4 Professional Liability: CONSULTANT shall maintain Professional Liability
23 Insurance providing coverage for performance of work included within this Agreement, with a
24 limit of liability of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate. If
25 CONSULTANT'S Professional Liability Insurance is written on a claims made basis rather than
26 an occurrence basis, such insurance shall continue through the term of this Agreement. Upon
27 termination of this Agreement or the expiration or cancellation of the claims made insurance
28

1 policy CONSULTANT shall purchase at his sole expense either 1) an Extended Reporting
2 Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer
3 with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3)
4 demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous
5 coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will
6 continue for as long as the law allows.

7 6.5 General Insurance Provisions - All lines:

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

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

22 c. The CONSULTANT shall cause their insurance carrier(s) to furnish
23 the AGENCY with 1) a properly executed original Certificate(s) of Insurance and certified
24 original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do
25 so orally or in writing by the AGENCY Risk Manager, provide original Certified copies of
26 policies including all Endorsements and all attachments thereto, showing such insurance is in
27 full force and effect. Further, said Certificate(s) and policies of insurance shall contain the
28

1 covenant of the insurance carrier(s) shall provide no less than thirty (30) days written notice be
2 given to the AGENCY prior to any material modification or cancellation of such insurance. In
3 the event of a material modification or cancellation of coverage, this Agreement shall terminate
4 forthwith, unless the AGENCY receives, prior to such effective date, another properly executed
5 original Certificate of Insurance and original copies of endorsements or certified original
6 policies, including all endorsements and attachments thereto evidencing coverage's and the
7 insurance required herein is in full force and effect. Individual(s) authorized by the insurance
8 carrier to do so on its behalf shall sign the original endorsements for each policy and the
9 Certificate of Insurance.

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

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

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

24 g. The insurance requirements contained in this Agreement may be
25 met with a program(s) of self-insurance acceptable to the AGENCY.
26
27
28

1 h. CONSULTANT agrees to notify AGENCY of any claim by a third
2 party or any incident or event that may give rise to a claim arising from the performance of this
3 Agreement.

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

9 8. AUTHORITY OF CONSULTANT: CONSULTANT and its agents, servants,
10 employees and subcontractors shall act at all times in an independent capacity during the term
11 of this agreement, and shall not act as, and shall not be, nor shall they in any manner be
12 construed to be, agents, officers or employees of AGENCY, and further, CONSULTANT, its
13 agents, servants, employees and subcontractors, shall not in any manner incur or have the
14 power to incur any debt, obligation, or liability against the AGENCY.

15 9. TERMINATION: AGENCY may, by written notice to CONSULTANT, terminate
16 this Agreement in whole or in part, with or without cause, upon giving fourteen (14) days written
17 notice to CONSULTANT. AGENCY may terminate this Agreement immediately when it is
18 determined by AGENCY that CONSULTANT has breached a material provision of this
19 Agreement, or failed to timely perform services. It is understood that time is of the essence
20 under this Agreement.

21 9.1 Discontinuance of Services. Upon receipt of written Notice of Termination,
22 CONSULTANT shall discontinue all affected services within seven (7) days of receipt of the
23 Notice, unless otherwise directed by the Notice, and deliver to the AGENCY all data, estimates,
24 graphs, summaries, reports, and other related materials as may have been prepared or
25 accumulated by CONSULTANT in performance of services, whether completed or in progress.

26 9.2 Effect of Termination for Convenience. If the termination is to be for the
27 convenience of the AGENCY, the AGENCY shall compensate CONSULTANT for services
28

1 satisfactorily provided through the date of termination. Such payment shall include a pro-rated
2 amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed
3 services. CONSULTANT shall provide documentation deemed adequate by EDA to show the
4 services actually completed by CONSULTANT prior to the date of termination. This Agreement
5 shall terminate fourteen (14) days following receipt by the CONSULTANT of the written Notice
6 of Termination.

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

25 9.4 Cumulative Remedies. The rights and remedies of the parties provided in
26 this Section are in addition to any other rights and remedies provided by law or under this
27 Agreement.
28

1 10. CONFLICT OF INTEREST: CONSULTANT represents and agrees that
2 CONSULTANT has not employed any person to solicit or procure this Agreement, and has not
3 made, and will not make, any payment or any agreement for the payment of any commission,
4 percentage, brokerage, contingent fees, or other compensation in connection with the
5 procurement of this Agreement. CONSULTANT shall have no interest, and shall not acquire
6 any interest, direct or indirect, which will conflict in any manner or degree with the performance
7 of services required under this Agreement.

8 11. DESIGNATED REPRESENTATIVES: The following individuals are designated
9 as representatives of the AGENCY and CONSULTANT respectively to act as
10 liaison between the parties:

11 **AGENCY**

12 Charles Waltman
13 Deputy Executive Director
14 County of Riverside
15 3403 10th Street, Ste 400
16 Riverside, CA 92501
17 Phone: (951)955-0911
18 Fax: (951)955-4890

11 **CONSULTANT**

12 Robert J. Johnson, G.E.
13 President
14 CHJ Consultants
15 1355 E Cooley Drive, Suite C.
16 Colton, CA 92324
17 Phone: (909)824-7311
18 Fax: (909)503-1136

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

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

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

28 14. ALTERATION: No alteration or variation of the terms of this Agreement shall be

1 valid unless made in writing and signed by the parties hereto, and no oral understanding or
2 agreement not incorporated herein shall be binding on any of the parties hereto.

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

7 16. CONFIDENTIALITY: CONSULTANT shall observe all Federal, State and
8 AGENCY regulations concerning confidentiality of records. CONSULTANT shall refer all
9 requests for information to AGENCY.

10 17. WORK PRODUCT: All reports, preliminary findings, or data assembled or
11 compiled by CONSULTANT under this Agreement become the property of the AGENCY. The
12 Agency reserves the right to authorize others to use or reproduce such materials. Therefore,
13 such materials shall not be circulated in whole or in part, nor released to the public, without the
14 direct authorization of the Agency Director or an authorized designee.

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

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

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

1 21. LEGAL REVIEWS. AGENCY may, in its sole and exclusive discretion, conduct
2 reviews to determine the legal sufficiency of any and all documents prepared by CONSULTANT,
3 by or through AGENCY counsel.

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

9
10
11 **IN WITNESS WHEREOF,** the Successor Agency to the Redevelopment Agency for the
12 County of Riverside and CONSULTANT, have executed this Agreement as of the date first
13 above written.


14
15 **SUCCESSOR AGENCY**

16
17 
18 _____
19 Jeff Stone
20 Chairman, Board of Supervisors

21 **ATTEST:**
22 Kecia Harper-Ihem
23 Clerk of the Board


24 
25 _____
26 Deputy

27
28 **CHJ CONSULTANTS**



 Robert J. Johnson, G.E.
 President

APPROVED AS TO FORM:
 Pamela J. Walls
 County Counsel



 Marsha Victor, Principal Deputy



EXHIBIT A

CHJ Consultants

1355 E. Cooley Drive, Suite C, Colton, CA 92324 ♦ Phone (909) 824-7311 ♦ Fax (909) 503-1136
15345 Anacapa Road, Suite D, Victorville, CA 92392 ♦ Phone (760) 243-0506 ♦ Fax (760) 243-1225
77-564A Country Club Drive, Suite 122, Palm Desert, CA 92211 ♦ Phone (760) 772-8234 ♦ Fax (909) 503-1136

December 18, 2013

County of Riverside
Economic Development Agency
3403 10th Street, Suite 500
Riverside, California 92501
Attention: Ms. Rebecca Tsagris

**Subject: Proposal to Provide Construction Materials Testing, Geotechnical Observation
and Compaction Testing Services
Rancho Jurupa Sports Park Well Pumping Plant and Storage Reservoir
Riverside, California**

Dear Ms. Tsagris:

CHJ Consultants has extensive experience in providing special inspection and geotechnical services and has an accredited materials testing laboratory that is certified with Caltrans, LEA, AMRL, CCRL and the City of Los Angeles. Our laboratory and inspectors have provided the services needed for this project on a variety of similar projects including the Smith Creek stabilization project and the Interstate 215 widening project. Our team works closely with many clients in the public and private sectors to provide excellent services throughout Southern California and surrounding regions. We are looking forward to working with the EDA on this project throughout the construction phases and have prepared this proposal letter in order to advise you of the details of our services and procedures.

We have prepared this proposal after reviewing the plans and specifications provided. As we understand it, the project consists of observing and testing the compaction during grading and construction of a 24-foot-diameter steel water tank, a well pump and discharge pipeline and



infrastructure associated with the water tank, as well as the testing of hot mix asphalt (HMA) that is placed.

To allow for continuous monitoring of the costs involved, we would request that daily time charge tickets be signed by your on-site representative for our field services. Observation and compaction testing are proposed for site grading and utility backfill. Other geotechnical costs that are generally incurred during a project of this nature are optimum moisture - maximum dry density determinations, maximum density determinations to calculate relative compaction of the HMA concrete pavement, gradation and stability tests of the HMA, and office and engineering costs associated with the preparation of final reports. Costs are also provided for sampling and testing concrete. The cost projection may require revision based on the contractor's actual construction schedule. All costs will be according to our current Schedule of Fees.

Based on the plans and project schedule provided, we have formulated the enclosed costs. The final cost shown includes a 5 percent discount that will be applied to all services for the County. **Charges will be billed only for the actual services performed.** We will make every effort to minimize costs throughout the project while still providing sufficient testing to adequately monitor the project. We will work closely with EDA personnel and construction managers throughout the project to ensure efficient coordination. CHJ will comply with the Davis-Bacon Fair Labor Standards Act, the implementation regulations issued pursuant thereto, any amendments thereof and the California Labor Code, pursuant to the said regulations, entitled, "Federal Labor Standards Provisions", "Federal Prevailing Wage Decision", and State of California prevailing wage rates, respectively.

We want to emphasize that efficient project coordination and scheduling of our technicians and inspectors by the construction superintendent could have a significant effect on work hours and, in turn, the costs involved with the project.

We thank you for the opportunity to provide you with this cost proposal to provide the construction materials testing and inspection services, as well as the geotechnical observation and compaction testing for the Rancho Jurupa Sports Park Well Pumping Plant and Storage Reservoir Project and

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look forward to providing the EDA with continued quality work and professional services. If you should have questions concerning this proposal, please do not hesitate to contact this firm at your convenience.

Respectfully submitted,
CHJ CONSULTANTS

A handwritten signature in black ink, appearing to read "Mike Foscolos".

Mike Foscolos
Project Development Manager

A handwritten signature in black ink, appearing to read "Robert J. Johnson".

Robert J. Johnson, G.E.
President

MF/RJJ:lb

Enclosure: Cost Projection



COST PROJECTION
SPECIAL INSPECTION, OBSERVATION AND COMPACTION TESTING

RANCHO JURUPA SPORTS PARK WELL PUMPING PLANT
AND STORAGE RESERVOIR

DESCRIPTION	AMOUNT	RATE	UNIT	COST
Staff Engineer/Geologist/Scientist (Field Management/Project Coordination)	11	\$110.00	Hr.	\$1,210.00
Project Engineer/Geologist/Scientist (Registered/Review)	5	\$180.00	Hr.	\$900.00
Senior Staff Engineer/Geologist/Scientist (Sub-Excavation Approval)	8	\$130.00	Hr.	\$1,040.00
Field Technician	104	\$96.00	Hr.	\$9,984.00
Standard Testing Equipment and Vehicle (Subject to Adjustment Based on Fuel Prices)	104	\$15.00	Hr.	\$1,560.00
Sample Pickup	3	\$61.00	Hr.	\$183.00
Maximum Density-Optimum Moisture Determination, ASTM Method - Small Mold	4	\$185.00	Ea.	\$740.00
Maximum Density-Optimum Moisture Determination, ASTM Method - Large Mold	2	\$200.00	Ea.	\$400.00
Sieve Analysis - Coarse to Fine (Includes #200 Wash)	2	\$150.00	Ea.	\$300.00
Hveem Stability Value and Maximum Density	2	\$270.00	Ea.	\$540.00
Asphalt Content and Gradation by Ignition Oven (Cal 382)	2	\$195.00	Ea.	\$390.00
Sand Equivalent (CT 217)	5	\$90.00	Ea.	\$450.00
Laboratory/Field Technician	12	\$96.00	Hr.	\$1,152.00
Compressive Strength, Gunitite Cylinder	12	\$60.00	Ea.	\$720.00
Grading Compaction Report - Comprehensive	1	\$350.00	Ea.	\$350.00
Report Collection and Distribution, Final Report Preparation	1	\$50.00	Ea.	\$50.00
ESTIMATED INSPECTION, OBSERVATION AND COMPACTION TESTING TOTAL				\$19,969.00