

1 to the standard of care of the CONSULTANT for its services, which shall be, at a minimum high standard of
2 care for master planning detention facilities.

3 **D. Review of Terms**

4 Each Party warrants that it has had the opportunity to consult counsel and understands the terms of this
5 Agreement and the consequences of executing it. In addition, each Party acknowledges that the drafting of
6 this Agreement was the product of negotiation, that no party is the sole author of this Agreement, and that
7 this Agreement shall not be construed against any party as the drafter of this Agreement.

1 **ARTICLE VIII • APPROVALS**

2 **COUNTY Approvals**

3 APPROVED AS TO FORM:

4 GREGORY P. PRIAMOS, COUNTY COUNSEL

5
6 *By Yauska & Victor* Dated: 5-11-15
7

8
9
10 APPROVAL BY THE BOARD OF SUPERVISORS

11
12
13 *Marion Ashley* Dated: JUN 16 2015

14 **MARION ASHLEY**

15 PRINTED NAME

16 Chairman, Riverside County Board of Supervisors

17 ATTEST:

18
19
20 *Kecia Harper-Ihem, Deputy* Dated: JUN 16 2015

21 **KECIA HARPER-IHEM**

22 Clerk of the Board (SEAL)
23
24
25
26
27
28
29

CONSULTANT Approvals

CONSULTANT:

Southern California Soil & Testing, Inc. (SCST)

Neal W. Clements Dated: 04/17/2015

Neal W. Clements, P.E.

PRINTED NAME

Chief Executive Officer

TITLE

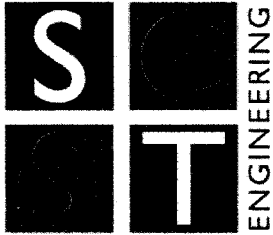
CONSULTANT:

_____ Dated: _____

PRINTED NAME

TITLE

**EXHIBIT A
SCOPE OF SERVICES**



SDVOSB . DVBE . SBE

April 20, 2015

Corporate Headquarters
6280 Riverdale Street
San Diego, CA 92120
P 619.280.4321
T 877.215.4321
F 619.280.4717
W www.scst.com

SCST No. 14-0666

Mr. Rizaldy Baluyot
Economic Development Agency
County of Riverside
3403 10th Street, Suite 400
Riverside, California 92501

Subject: PROPOSAL FOR SPECIAL INSPECTION AND MATERIALS TESTING SERVICES
MATERIALS TESTING AND SPECIAL INSPECTION
EAST COUNTY DETENTION CENTER
INDIO, CALIFORNIA

References: Approved Plans and Specifications prepared by Hellmuth, Obata & Kassabaum
(HOK) for the East County Detention Center.

Dear Mr. Baluyot:

In accordance with your request, Southern California Soil and Testing, Inc. (SCST) is pleased to submit this budget estimate for professional services at the subject project located at 82675 Highway 111 in Indio, California.

SCST has reviewed the above-referenced document and addressed the requirements for special inspection and materials testing in the attached scope of work. We understand the special inspection required for this project will consist of cast-in-place concrete, waterproofing, structural masonry, structural steel, and fireproofing. Based upon our review of the project document and experience on similar projects, we propose to provide our services on a time and materials basis at the unit rates provided in the attached rate schedule.

SCOPE OF WORK AND PERIOD OF PERFORMANCE

SCST will provide the inspection and testing services listed on the attached Rate Schedule and all associated data, analysis, reporting, and other necessary documentation and coordination during the following phases of the project:

Phase #1 – 30 months of inspection
Phase #2 – 6 months of inspection
Foundation – 90 days

Scope of work for special inspection and materials testing will consist of:

- Reinforcing steel – during placement of steel and before placement of concrete
- Reinforced concrete – during the placement and sampling of concrete as required
- All structural shop/field welding and field welding of reinforcing steel, continuous
- High strength bolting – verify faying surfaces and a snug tight fit and/or proper torque as required
- Non-destructive testing of complete and partial penetration welds
- Drilled and/or epoxy adhesive anchors – during installation of anchors
- Structural masonry – at the start of laying units, after placement of reinforcing steel, grout space prior to each grouting operation, and during all grouting operations
- Fire proofing – inspection of application and thickness and density tests
- Waterproofing
- Provide daily inspection reports describing the work inspected and stating compliance or non-compliance with the project documents. A copy of the daily report will be left with the on-site superintendent. Reports will be reviewed by SCS&T's project engineer, a Registered Civil Engineer, and will be distributed to the designated recipients
- Fabricate, transport and test concrete for slump, temperature and compressive strength at the rate of one set of four concrete test cylinders per 150 cubic yards, 5,000 square-foot or for each day's placement. Test reports shall be prepared and distributed to the designated persons. Suspect or failing test results will be reported to the designated person(s) on the day of the test.
- Fabricate, transport and test one set of five masonry prisms prior to the start of construction. Suspect or failing test results will be reported to the designated person(s) on the day of the test
- Fabricate, transport and test one set of three masonry prisms for each 5,000 SF of wall area during construction. Suspect or failing test results will be reported to the designated person(s) on the day of the test
- Sample, transport and test six masonry units for each type of masonry block. Three units will be tested for absorption and three units for compression. Suspect or failing test results will be reported to the designated person(s) on the day of the test
- Fabricate, transport and test one set of three grout samples for each 20 cubic yards. Suspect or failing test results will be reported to the designated person(s) on the day of the test
- Fabricate, transport and test one set of three mortar samples for each 750 square feet of masonry wall. Suspect or failing test results will be reported to the designated person(s) on the day of the test

COST INFORMATION

Our budget estimate for services is based on our review of the referenced document, and past experience on similar projects. We propose to provide our services on a time and materials basis according to the rate schedule included in this proposal. Based on the above scope, we estimate our fees to be approximately **\$3,470,958**. A cost table presenting a breakdown of our estimate has been provided in this budget estimate.

PAYMENT SCHEDULE

SCST will submit invoices to EDA on a monthly basis. Each invoice will be itemized and show tasks performed, number of hours worked per person, rate per hour for each person, total contract amount, percent complete, remaining contract amount, and all lab and field reports pertaining to submitted invoice.

DEFINITION OF RESPONSIBILITY

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

AUTHORIZATION

SCST appreciates this opportunity to provide our professional services and is most interested in becoming a member of your consultant team. SCST has considerable experience in successfully providing these services and we are confident that we can provide them in a timely and cost effective manner. Should you have any questions regarding this budget estimate or if we may be of further service, please contact our office at 619.280.4321.

Respectfully Submitted,
Southern California Soil and Testing, Inc.


Ron Baudour
Director of Field Services

RB:CLL

Attachments: Rate Schedule



Rate Schedule

Project: East County Detention Center
Request of Qualifications for Deputy Soils Materials Testing and Inspections Services

COMPANY: SOUTHERN CALIFORNIA SOIL & TESTING, INC.

ADDRESS: 83-740 CITRUS AVENUE, SUITE G, INDIO, CALIFORNIA 92201

CONTACT NAME: RON BAUDOUR

PHONE NO.: 619.944.4020

Section 1- Lab Testing Services	Cost / Test (Unit Price)	X	Estimated # of Tests	=	Total Cost
Concrete strength characteristics					
1 Concrete compression cylinders 6x12	\$ 20	X	3600	=	\$ 72,000
2 Concrete cores 6" maximum diameter	\$ 57	X	12	=	\$ 684
3 Concrete Flex beam simple bm w/ 3 point loading	\$ 74	X	0	=	-
4 Review of existing mix design	\$ 125	X	20	=	\$ 2,500
5 Handling charge / pickup / storage	\$ 45	X	475	=	\$ 21,375
Soil and Aggregate					
6 Sieve Analysis coarse		X		=	
7 Sieve Analysis fine/coarse		X		=	
8 Sand Equivalent		X		=	
9 MD 1559		X		=	
10 MD D1557		X		=	
Masonry strength characteristics					
11 Mortar cylinders 2x4	\$ 20	X	240	=	\$ 4,800
12 Mortar cubes 2x2	\$ 20	X	105	=	\$ 2,100
13 Block compression	\$ 52	X	10	=	\$ 520
14 Prisms block compression	\$ 110	X	36	=	\$ 3,960
15 Grout 3x6	\$ 20	X	168	=	\$ 3,360
16 Core compression	\$ 57	X	12	=	\$ 684
17 Core shear	\$ 92	X	12	=	\$ 1,104
18 Handling charge / pickup / storage	\$ 45	X	80	=	\$ 3,600
Reinforcing steel tensile and bend tests					
19 Tensile #11 and smaller	\$ 74	X	50	=	\$ 3,700
20 Tensile #14	\$ 90	X	0	=	-
21 Tensile #18	\$ 140	X	0	=	-
22 Bend test #11 and smaller	\$ 45	X	50	=	\$ 2,250
23 Bend test # 14	\$ 45	X	0	=	-
24 Bend test #18	\$ 90	X	0	=	-
Structural steel and HSB					
25 Bend test	\$ 60	X	50	=	\$ 3,000
26 Bolt tensile test	\$ 50	X	100	=	\$ 5,000
27 Nelson stud tensile	\$ 50	X	100	=	\$ 5,000
Asphalt Concrete					
28 Bitumen content		X		=	
29 Gradation of extracted sample		X		=	
30 Unit wt. of cores		X		=	
31 HVEEM		X		=	
32 R-Value		X		=	
33 Compacted MD - Marshall		X		=	
Spray-on Fireproofing					
34 ASTM E605 Thickness/ Density - Cementitious Fireproofing	\$ 94	X	160	=	\$ 15,040
35 Unit Wt.	\$ 69	X	300	=	\$ 20,700
36 ASTM E736 Bond Strength - Cementitious Fireproofing	\$ 94	X	160	=	\$ 15,040
Total Cost Section 1 (sum of items 1 -36)					\$186,417

(continue to page 2 of 3)

Rate Schedule

Project: East County Detention Center
Request of Qualifications for Deputy Soils Materials Testing and Inspections Services

Section 2- Field Services	Rate/hr.	X	Estimated # of Hrs.	=	Total Cost
Concrete					
37 RC deputy	\$ 94	X	7200	= \$	676,800
38 ACI sampling	\$ 94	X	3600	= \$	338,400
39 Batch plant inspection	\$ 94	X	3000	= \$	282,000
40 Coring machine w/1 man	\$ 94	X	80	= \$	7,520
Masonry					
41 RM deputy	\$ 94	X	1600	= \$	150,400
42 Pick up samples		X		= \$	-
43 Coring machine w/1 man	\$ 94	X	48	= \$	4,512
Structural steel and HSB					
44 SSW deputy	\$ 94	X	5000	= \$	470,000
45 Skidmore HSB testing	\$ 94	X	80	= \$	7,520
46 NDT - ut, mp, dp	\$ 94	X	480	= \$	45,120
47 Anchor bolt tests (pull out)	\$ 94	X	200	= \$	18,800
48 Torque wrench	\$ 94	X	200	= \$	18,800
Soils					
49 Engineered Fill		X		=	
50 Field Vehicle with Testing Equipment		X		=	
51 Field Technician		X		=	
52 Nuke Guage		X		=	
53 Engineers Observations		X		=	
Smoke Control System					
54 Specialty Inspector		X		=	
Waterproofing					
55 Waterproofing inspector	\$ 94	X	80	= \$	7,520
Miscellaneous					
56 Acoustical Ceiling Pull Test, 1 of every 10 power-actuated fasteners	\$ 94	X	180	= \$	16,920
57 Security Ceiling Assemblies pull testing, 1 of every 10 anchors used	\$ 94	X	180	= \$	16,920
Professional Services					
58 Project engineer	\$ 125	X	360	= \$	45,000
59 Administration	\$ 45	X	360	= \$	16,200
60 Principal engineer	\$ 125	X	200	= \$	25,000
61 Project closeout	\$ 45	X	120	= \$	5,400
Miscellaneous					
62 Paint thickness testing	\$ 94	X	56	= \$	5,264
63 Moisture testing	\$ 94	X	40	= \$	3,760
Total Cost Section 2 (sum of items 37 - 63)			=	\$	2,161,856

Total Cost - FEE PROPOSAL (sum of items 1 - 63)			=	\$	2,348,273
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Rate Schedule

Project: East County Detention Center
Request of Qualifications for Deputy Soils Materials Testing and Inspections Services

Section 3- Additional Items (Overtime and Extra Testing)	Rate/hr.	X	Estimated # of Hrs.	=	Total Cost
Additional Items					
64 Moisture Kits	\$ 35	X	67	=	\$ 2,345
65 Floor Flatness/Levelness Tests	\$ 200	X	60	=	\$ 12,000
66 Block Shrinkage	\$ 252	x	10	=	\$ 2,520
67 Block Absorption	\$ 38	x	10	=	\$ 380
68 Batch plant inspection (masonry grout)	\$ 94	X	480	=	\$ 45,120
69 Batch plant inspection (masonry grout) (Overtime)	\$ 141	X	240	=	\$ 33,840
70 RC deputy (Overtime)	\$ 141	X	3600	=	\$ 507,600
71 ACI sampling (Overtime)	\$ 141	X	1800	=	\$ 253,800
72 Batch plant inspection (Overtime)	\$ 141	X	1500	=	\$ 211,500
73 RM deputy (Overtime)	\$ 141	X	0	=	\$ -
74 SSW deputy (Overtime)	\$ 141	X	0	=	\$ -
75 Anchor bolt tests (pull out) (Overtime)	\$ 141	X	100	=	\$ 14,100
76 Torque wrench (Overtime)	\$ 141	X	100	=	\$ 14,100
77 Acoustical Ceiling Pull Test, 1 of every 10 power-actuated fasteners (Overtime)	\$ 141	X	90	=	\$ 12,690
78 Security Ceiling Assemblies pull testing, 1 of every 10 anchors used (Overtime)	\$ 141	X	90	=	\$ 12,690
79 Double Time Sunday	\$ 188				
Total Cost Section 3 (sum of items 64 - 77)				=	\$ 1,122,685

COMPANY: Southern California Soil & Testing, Inc.

Total Cost - FEE PROPOSAL (sum of items 1 - 78)			=	\$3,470,958
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EXHIBIT A

Revised August 21, 2014

FEE PROPOSAL SHEET

Project: East County Detention Center

Request of Qualifications for Deputy Soils Materials Testing and Inspections Services

COMPANY: SOUTHERN CALIFORNIA SOIL & TESTING, INC.

ADDRESS: 83-740 CITRUS AVENUE, SUITE G, INDIO, CALIFORNIA 92201

CONTACT NAME: RON BAUDOUR

PHONE NO.: 619.944.4020

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Concrete cores 6" maximum diameter	\$ 57	X	12	=	\$ 684	
Concrete Flex beam simple bm w/ 3 point loading	\$ 74	X	0	=	\$ -	
Review of existing mix design	\$ 125	X	20	=	\$ 2,500	
Handling charge / pickup / storage	\$ 45	X	475	=	\$ 21,375	
Soil and Aggregate						
6 Sieve Analysis coarse		X		=		
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9 MD 1559		X		=		
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Masonry strength characteristics						
Mortar cylinders 2x4	\$ 20	X	240	=	\$ 4,800	
Mortar cubes 2x2	\$ 20	X	105	=	\$ 2,100	
Block compression	\$ 52	X	10	=	\$ 520	
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Grout 3x6	\$ 20	X	168	=	\$ 3,360	
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Tensile #11 and smaller	\$ 74	X	50	=	\$ 3,700	
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Bend test #18	\$ 90	X	0	=	\$ -	
Structural steel and HSB						
Bend test	\$ 60	X	50	=	\$ 3,000	
Bolt tensile test	\$ 50	X	100	=	\$ 5,000	
Nelson stud tensile	\$ 50	X	100	=	\$ 5,000	
Asphalt Concrete						
28 Bitumen content		X		=		
29 Gradation of extracted sample		X		=		
30 Unit wt. of cores		X		=		
31 HVEEM		X		=		
32 R-Value		X		=		
33 Compacted MD - Marshall		X		=		
Spray-on Fireproofing						
ASTM E605 Thickness/ Density - Cementitious Fireproofing	\$ 94	X	160	=	\$ 15,040	
Unit Wt.	\$ 69	X	300	=	\$ 20,700	
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Revised August 21, 2014

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Project: East County Detention Center

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Batch plant inspection	\$ 94	X	3000	= \$	282,000
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Masonry					
RM deputy	\$ 94	X	1600	= \$	150,400
Pick up samples		X		= \$	-
Coring machine w/1 man	\$ 94	X	48	= \$	4,512
Structural steel and HSB					
SSW deputy	\$ 94	X	5000	= \$	470,000
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Anchor bolt tests (pull out)	\$ 94	X	200	= \$	18,800
Torque wrench	\$ 94	X	200	= \$	18,800
Soils					
49 Engineered Fill		X		=	
50 Field Vehicle with Testing Equipment		X		=	
51 Field Technician		X		=	
52 Nuke Guage		X		=	
53 Engineers Observations		X		=	
Smoke Control System					
54 Specialty Inspector		X		=	
Waterproofing					
Waterproofing inspector	\$ 94	X	80	= \$	7,520
Miscellaneous					
Acoustical Ceiling Pull Test, 1 of every 10 power-actuated fasteners	\$ 94	X	180	= \$	16,920
Security Ceiling Assemblies pull testing, 1 of every 10 anchors used	\$ 94	X	180	= \$	16,920
Professional Services					
Project engineer	\$ 125	X	360	= \$	45,000
Administration	\$ 45	X	360	= \$	16,200
Principal engineer	\$ 125	X	200	= \$	25,000
Project closeout	\$ 45	X	120	= \$	5,400
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Paint thickness testing	\$ 94	X	56	= \$	5,264
Moisture testing	\$ 94	X	40	= \$	3,760
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Floor Flatness/Levelness Tests	\$ 200	X	60	=	\$ 12,000
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Block Absorption	\$ 38	x	10	=	\$ 380
Batch plant inspection (masonry grout)	\$ 94	X	480	=	\$ 45,120
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ACI sampling (Overtime)	\$ 141	X	1800	=	\$ 253,800
Batch plant inspection (Overtime)	\$ 141	X	1500	=	\$ 211,500
RM deputy (Overtime)	\$ 141	X	0	=	\$ -
SSW deputy (Overtime)	\$ 141	X	0	=	\$ -
Anchor bolt tests (pull out) (Overtime)	\$ 141	X	100	=	\$ 14,100
Torque wrench (Overtime)	\$ 141	X	100	=	\$ 14,100
Acoustical Ceiling Pull Test, 1 of every 10 power-actuated fasteners (Overtime)	\$ 141	X	90	=	\$ 12,690
Security Ceiling Assemblies pull testing, 1 of every 10 anchors used (Overtime)	\$ 141	X	90	=	\$ 12,690
Double Time Sunday	\$ 188				
Total Cost Section 3 (sum of items 64 - 77)				=	\$ 1,122,685

COMPANY: Southern California Soil & Testing, Inc.

Total Cost - FEE PROPOSAL (sum of items 1 - 78)	=	\$3,470,958
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AGREEMENT FOR

Deputy Soil & Material Testing & Inspection Services

between

County of Riverside

and

Inland Foundation Engineering, Inc. (IFE)

JUN 16 2015 3-26

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DEPUTY SOIL & MATERIAL TESTING & INSPECTION CONSULTING SERVICES AGREEMENT

This Agreement for East County Detention Center Material Testing and Inspection Services is made by and between the COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and Inland Foundation Engineering, Inc. (IFE), hereinafter referred to as "CONSULTANT", (collectively the "Parties"), who are located at the following addresses:

County of Riverside	IFE
Economic Development Agency	77-622 Country Club Drive, Suite Q
Tenth Street, 4 th Floor	Palm Desert, CA 92211
Riverside, CA 92502	

The Parties do hereby agree as follows:

ARTICLE I • DESIGNATED CONTACTS

Coordination of CONSULTANT and COUNTY activities shall be accomplished through a CONSULTANT'S PROJECT MANAGER, and a COUNTY PROJECT MANAGER.

The CONSULTANT PROJECT MANAGER for CONSULTANT shall be:

Allen Evans

The COUNTY PROJECT MANAGER for COUNTY shall be:

Rizaldy Baluyot

ARTICLE II • PROJECT DEFINITION

The COUNTY desires to provide for the efficient and orderly development of the East County Detention Center. Such development requires proper execution of deputy soil and material testing and inspection services. CONSULTANT shall furnish all technical and professional services including labor, material, equipment, transportation, supervision, and expertise to fully and adequately perform and complete the covenants set forth in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by reference. All services and deliverables associated with the performance and accomplishment of the covenants described in the Scope of Services is hereinafter collectively referred to as the "PROJECT".

ARTICLE III • COOPERATIVE AGENCIES

A. Lead Agency

COUNTY has designated its Economic Development Agency as the lead agency for PROJECT.

CONSULTANT agrees that it will maintain coordination with COUNTY designated personnel as may be

requested or required for PROJECT.

B. COUNTY Standards

All deliverables shall be prepared in accordance with the current COUNTY practices, regulations, policies, procedures, manuals and standards where applicable. All deliverables are subject to review and approval by COUNTY.

C. CONSULTANT Staff

1. CONSULTANT has been selected to perform the PROJECT herein because of the skills and expertise of key individuals. CONSULTANT agrees that the following key individuals in CONSULTANT'S company shall be associated with the PROJECT in the following capacities:

JOB TITLE	NAME
Project Manager	Allen Evans
Testing & Inspection Coordinator	Matthew Evans
Field Geologist/Lead Soil Technician	Floyd Collins
Laboratory Testing Manager	Greg Chandra

2. CONSULTANT shall not change any of the key personnel listed above without prior written approval of COUNTY, unless said personnel ceases to be employed by CONSULTANT. In either case, COUNTY shall be allowed to interview and approve replacement personnel.

3. If any designated lead or key person fails to perform to the satisfaction of the COUNTY, then upon written notice the CONSULTANT shall immediately remove that person from the PROJECT and provide a temporary replacement. CONSULTANT shall within seven (7) days provide a permanent replacement person acceptable to COUNTY.

ARTICLE IV • CONDITIONS

A. Notifications

All notices hereunder and communications regarding interpretation of the terms of this Agreement and changes thereto shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed to the attention of the CONSULTANT PROJECT MANAGER or the COUNTY PROJECT MANAGER at the respective addresses provided on page one of this Agreement.

B. Assignment

1 In as much as this Agreement is intended to secure the specialized services of CONSULTANT,
2 CONSULTANT may not assign, transfer, delegate or sublet any interest herein without the prior written
3 consent of COUNTY, which may be granted or withheld in its' sole discretion; and any such assignment,
4 transfer, delegation or sublease without the COUNTY'S prior written consent shall be considered null and
5 void.

6 **C. Subcontracts**

- 7 1. CONSULTANT shall perform the services contemplated with resources available within its own
8 organization. No portion of the services pertinent to this Agreement shall be subcontracted without
9 written authorization by the COUNTY PROJECT MANAGER, except that which is expressly identified in
10 this Agreement.
- 11 2. In the event CONSULTANT subcontracts any portion of CONSULTANT'S duties under this Agreement,
12 CONSULTANT shall require its subcontractors to comply with the terms of this Agreement in the same
13 manner as required of CONSULTANT including, but not limited to; indemnification of the COUNTY,
14 requiring the same insurance of Subcontractors as required of CONSULTANT, and having
15 Subcontractor's insurance name the COUNTY as Additional Insured for each type of insurance where this
16 Agreement requires CONSULTANT'S insurance to name COUNTY as Additional Insured.

17 **D. Modifications**

- 18 1. This Agreement may be amended or modified only by mutual written agreement of the Parties. No
19 alteration or variation of the terms of this contract will be valid unless made in writing and signed by the
20 Parties hereto and no oral understanding or agreement not incorporated herein, will be binding on any of
21 the Parties hereto.
- 22 2. Minor modifications are changes that do not substantially affect the Scope of Service. Minor
23 modifications may be: a shift of funds between tasks within a budget category; the shifting of work and/or
24 funding from one phase to another. All requests for minor modifications must be approved in writing by
25 the Director of EDA, or his designee, prior to implementing the change.
- 26 3. There shall be no change in the CONSULTANT PROJECT MANAGER or key members of the PROJECT
27 team without prior written approval by the COUNTY PROJECT MANAGER.
- 28 4. All modifications that do not fit within the definition of a minor modification to this Agreement shall be
29 considered a major change and must be approved in writing by the CONSULTANT and COUNTY Board

1 of Supervisors prior to implementing the major change.

2 **E. COUNTY Directives**

3 CONSULTANT shall receive contract directions and interpretations from the COUNTY PROJECT
4 MANAGER.

5 **F. Liability**

- 6 1. CONSULTANT has total responsibility for the accuracy and completeness of all data, reports, plans, and
7 estimates prepared for PROJECT and shall check all such material accordingly. COUNTY will review all
8 work product deliverables. The responsibility for accuracy and completeness of such items remains
9 solely that of CONSULTANT. Neither COUNTY'S review or approval shall give rise to any liability or
10 responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve CONSULTANT of its
11 professional responsibilities or obligations under this Agreement.
- 12 2. The data, calculations, reports and other documents furnished in accordance with the Scope of Services
13 shall meet the criteria for acceptance and be a product of neat appearance, well organized, technically
14 and grammatically correct, checked and having the preparer and checker identified. The minimum
15 standard of appearance, organization and contents shall be of similar types produced by COUNTY. If
16 any work product submitted is not complete and ready for use by COUNTY, it shall be marked "Draft" or
17 similar designation to indicate it is not ready for use by COUNTY. COUNTY expects that all work
18 products not so designated is ready for and can be used on PROJECT.
- 19 3. COUNTY and CONSULTANT agree that data, calculations, reports or other work products prepared by
20 CONSULTANT are for the exclusive use of COUNTY and will be used by COUNTY for the project for
21 which they were specifically prepared. CONSULTANT shall not be responsible for use of such data,
22 calculations, reports or other work products if used on a different project without the written authorization
23 or approval by CONSULTANT.
- 24 4. CONSULTANT acknowledges that the data, calculations, reports and/or other work products may be used
25 by COUNTY for the PROJECT regardless of any disputes that may develop between CONSULTANT and
26 COUNTY. All data, calculations, reports, or other work product shall be deemed the sole and exclusive
27 property of COUNTY and ownership thereof is irrevocably vested in COUNTY whether the PROJECT is
28 executed or not.
- 29 5. CONSULTANT, and the agents and employees of CONSULTANT, in the performance of this contract,

1 shall act in an independent capacity and not as officers, employees or agents of COUNTY.

- 2 6. CONSULTANT has the sole discretion to determine how, when, and where to perform services required
3 to achieve the final result specified in the Scope of Services for PROJECT subject to PROJECT timelines
4 and availability of access during COUNTY regular operating hours.
- 5 7. CONSULTANT has the right to perform services for other clients during the term of this Agreement as
6 long as such services are not in direct conflict with the services provided to COUNTY.
- 7 8. CONSULTANT and its employees shall not be entitled to and are not eligible for COUNTY employee
8 benefits, including, but not limited to, medical, dental or vision insurance, life insurance, retirement
9 benefits, vacation or sick pay, or any other benefit or compensation beyond that which is set forth
10 explicitly in this contract.
- 11 9. CONSULTANT shall provide and maintain, throughout the term of this contract, their own workspace,
12 tools, equipment and supplies necessary to perform the duties set forth for CONSULTANT under this
13 Agreement. Notwithstanding the foregoing, COUNTY may, in its sole discretion, and with prior consent,
14 provide access to COUNTY facilities, offices or meeting rooms during regular business hours for
15 meetings, conferences or other work of CONSULTANT.

16 **G. Indemnification and Defense**

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

1 of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other
2 benefit not explicitly set forth in this Agreement and arising out of work performed for COUNTY pursuant
3 to this Agreement.

- 4 2. The duty to indemnify does not include loss, suits, claims, demands, actions, or proceedings caused by
5 actual negligence of Indemnitees; however, any actual negligence of Indemnitees will only affect the duty
6 to indemnify for the specific act found to be negligence, and will not preclude a duty to indemnify for any
7 act or omission of CONSULTANT.
- 8 3. CONSULTANT shall defend and pay, at its sole expense, all costs and fees, including but not limited to
9 attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or
10 proceedings based or alleged to be based on any act or omission of CONSULTANT arising out of or from
11 the performance of services under this contract. The duty to defend applies to any alleged or actual
12 negligence, recklessness, willful misconduct, error or omission of CONSULTANT. The duty to defend
13 shall apply whether or not CONSULTANT is a party to the lawsuit, and shall apply whether or not
14 CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if
15 Indemnitees are alleged or found to be actively negligent, unless the act or omission at issue was caused
16 by the sole active negligence of Indemnitees.
- 17 4. The specified insurance provisions and limits required in this contract shall in no way limit or circumscribe
18 CONSULTANT'S obligations to indemnify and hold harmless Indemnitees from third party claims.
- 19 5. In the event there is conflict between the indemnity and defense provisions and California Civil Code
20 Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil
21 Code sections 2782 and 2782.8.

22 **H. Quality Control**

23 CONSULTANT shall implement and maintain the following quality control procedures during the
24 preparation of the data, reports, and documents relating to PROJECT. CONSULTANT shall have a
25 quality control plan in effect during the entire time services are being performed under this contract. The
26 plan shall establish a process whereby calculations are independently checked, reports checked,
27 corrected and back-checked, and all job related correspondence and memoranda routed and received by
28 affected persons and then bound in appropriate job files. Where several drawings show different work in
29 the same area, means shall be provided to avoid conflicts and misalignment in both new and existing

1 improvements. Evidence that the quality control plan is functional may be requested by the COUNTY
2 PROJECT MANAGER. All data, calculations, documents and other items submitted to the COUNTY
3 PROJECT MANAGER for review shall be marked clearly as being fully checked and that the preparation
4 of the material followed the quality control plan established for the work.

5 **I. Extra Work**

- 6 1. In the event that COUNTY directs CONSULTANT to provide services constituting Extra Work, COUNTY
7 shall provide extra compensation to the CONSULTANT. Allowable compensation for approved extra
8 work will be based on the provisions of Exhibit A, Budget, which is attached hereto and incorporated
9 herein by reference.
- 10 2. An amendment to this Agreement providing for such compensation for Extra Work shall be issued by
11 COUNTY to CONSULTANT. Such Amendment shall not be effective until executed by both Parties.
- 12 3. CONSULTANT shall not perform Extra Work until receiving written authorization from the COUNTY
13 PROJECT MANAGER.

14 **J. Disputes**

- 15 1. In the event CONSULTANT considers any work demanded of him to be outside the requirements of this
16 Agreement, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall
17 promptly upon receipt of such order, instruction or decision, ask for a written confirmation of the same
18 whereupon he shall proceed without delay to perform the work or to conform to the order, instruction, or
19 decision; but unless CONSULTANT finds such order, instruction, or decision satisfactory, he shall within
20 20 days after receipt of same, file a written protest with COUNTY stating clearly and in detail his
21 objections and reasons therefore. Except for such protests or objections as are made of record in the
22 manner specified and within the time stated herein, and except for such instances where the basis of a
23 protest could not reasonably have been foreseen by CONSULTANT within the time limit specified for
24 protest, CONSULTANT hereby waives all grounds for protests or objections to the orders, instruction, or
25 decisions of COUNTY and hereby agrees that, as to all matters not included in such protests, the orders,
26 instructions and decisions of COUNTY will be limited to matters properly falling within COUNTY's
27 authority.
- 28 2. Any controversy or claim arising out of or relating to this Agreement which cannot be resolved by mutual
29 agreement may be settled by mediation or arbitration, provided that the Parties mutually agree to submit

1 to mediation or arbitration.

- 2 3. Neither the pendency of a dispute nor its consideration by arbitration will excuse CONSULTANT from full
3 and timely performance in accordance with the terms of the contract.

4 **K. Termination Without Cause**

- 5 1. COUNTY reserves the right to terminate this contract at COUNTY's discretion and without cause, upon
6 thirty (30) calendar days written notice to CONSULTANT.
- 7 2. In the event of termination of the Agreement, upon demand, CONSULTANT shall deliver to COUNTY all
8 field notes, surveys, studies, reports, plans, drawings, specifications, and all other materials and
9 documents prepared by or provided to CONSULTANT in the performance of this contract. All such
10 documents and materials shall be property of COUNTY.
- 11 3. In the event that this contract is terminated, CONSULTANT is entitled to full payment for all services
12 performed in accordance with the terms of this Agreement up to the time written notice of contract
13 cancellation is received by CONSULTANT. Payment shall be made for services performed to date based
14 upon the percentage ratio that the basic services performed bear to the services contracted for, less
15 payments made to date; plus any amount for authorized, but unpaid, extra work performed and costs
16 incurred.

17 **L. Termination for Lack of Performance**

18 COUNTY may terminate this contract and be relieved of the payment of any consideration to
19 CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in
20 the manner herein provided. In the event of such termination, COUNTY may proceed with the work in
21 any manner deemed proper by COUNTY. In such event, CONSULTANT shall be paid only for work
22 completed and delivered to COUNTY in a timely and successful manner.

23 **M. Insurance**

24 Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the COUNTY harmless,
25 CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the
26 following insurance coverage's during the term of this Agreement. As respects to the insurance section only,
27 the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and
28 Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed
29 officials, agents or representatives as Additional Insureds.

1 1. Workers' Compensation:

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

7 2. Commercial General Liability:

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

15 3. Vehicle Liability:

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

21 4. Professional Liability

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

1 continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will
2 continue as long as the law allows.

3 5. General Insurance Provisions - All lines:

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

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

16 c. CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish the County of Riverside
17 with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of
18 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing
19 by the County Risk Manager, provide original Certified copies of policies including all Endorsements
20 and all attachments thereto, showing such insurance is in full force and effect. Further, said
21 Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty
22 (30) days written notice shall be given to the County of Riverside prior to any material modification,
23 cancellation, expiration or reduction in coverage of such insurance. In the event of a material
24 modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate
25 forthwith, unless the County of Riverside receives, prior to such effective date, another properly
26 executed original Certificate of Insurance and original copies of endorsements or certified original
27 policies, including all endorsements and attachments thereto evidencing coverage's set forth herein
28 and the insurance required herein is in full force and effect. CONSULTANT shall not commence
29 operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified

1 original copies of endorsements and if requested, certified original policies of insurance including all
2 endorsements and any and all other attachments as required in this Section. An individual authorized
3 by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and
4 the Certificate of Insurance.

- 5 d. It is understood and agreed to by the parties hereto that the CONSULTANT'S insurance shall be
6 construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured
7 retention's or self-insured programs shall not be construed as contributory.
- 8 e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope
9 of services; or, there is a material change in the equipment to be used in the performance of the
10 scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5)
11 years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of
12 liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the
13 amount or type of insurance carried by the CONSULTANT has become inadequate.
- 14 f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of
15 subconsultants working under this Agreement.
- 16 g. The insurance requirements contained in this Agreement may be met with a program(s) of self-
17 insurance acceptable to the COUNTY.
- 18 h. CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that
19 may give rise to a claim arising from the performance of this Agreement.

20 **N. Conflict of Interest**

21 CONSULTANT warrants, by execution of this Agreement, that no person or selling agency has been
22 employed or retained to solicit or secure this contract upon an agreement or understanding for a
23 commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide
24 established commercial or selling agencies maintained by CONSULTANT for the purpose of securing
25 business. For breach or violation of this warranty, COUNTY has the right to annul this Agreement without
26 liability, pay only for the value of the work actually performed, or in its discretion to deduct from the
27 contract price or consideration, or otherwise recover, the full amount of such commission, percentage,
28 brokerage, or contingent fee. CONSULTANT may be requested to complete a Conflict of Interest
29 Statement prior to, during, or after execution of this contract. CONSULTANT understands that as a

1 condition of this contract CONSULTANT agrees to complete the Conflict of Interest Statement when
2 requested to do so by COUNTY.

3 **O. Legal Compliance**

4 CONSULTANT shall comply with all Federal, State and local laws, statutes, ordinances, rules and
5 regulations, and the orders and decrees of any courts or administrative bodies or tribunals currently in
6 effect and in any manner affecting the performance under this contract, including, without limitation,
7 workers' compensation laws and licensing and regulations.

8 **P. Nondiscrimination**

- 9 1. During the performance of this Agreement, CONSULTANT and its Subcontractors shall not act unlawfully
10 against any employee or applicant for employment because of race, religion, color, national origin,
11 ancestry, physical handicap, medical condition, marital status, age or sex. CONSULTANT and
12 Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government
13 Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California
14 Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment
15 and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of
16 Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by
17 reference and made a part hereof as if set forth in full. CONSULTANT and its Subcontractors shall give
18 written notice of their obligations under this clause to labor organizations with which they have a collective
19 bargaining or other agreement.
- 20 2. CONSULTANT will provide all information and reports required by the Regulations, or orders and
21 instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources
22 of information, and its facilities as may be determined by COUNTY to be pertinent to ascertain
23 compliance with such Regulations, orders and instructions. Where any information required of
24 CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information,
25 CONSULTANT shall so certify to COUNTY, and shall set forth what efforts he has made to obtain the
26 information.
- 27 3. In the event of CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract,
28 COUNTY shall impose such contract sanctions as it determines to be appropriate, including, but not
29 limited to:

- Withholding of payments to CONSULTANT under the contract until CONSULTANT complies;
- Cancellation, termination, or suspension of the contract in whole or in part.

4. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

5. CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR 21 through Appendix H and 23 CFR 710.405(b) are applicable to this contract by reference.

Q. Labor Code and Prevailing Wages

1. Certain Classifications of Labor under this contract may be subject to prevailing wage requirements.

2. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's compensation insurance and directly effect the method of prosecution of the work by CONSULTANT and subject it under certain conditions to penalties and forfeitures. Execution of the contract by the parties constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter 1, constitutes CONSULTANT'S certification that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes CONSULTANT'S certification as follows: "I am aware of the provisions of Section 3700 of the California 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."

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

R. Review and Inspection

CONSULTANT and any Subcontractors shall permit COUNTY to review and inspect PROJECT activities including review and inspection on a daily basis, if requested.

1 **S. Record Retention / Audits**

- 2 1. CONSULTANT, Subcontractors, and COUNTY shall maintain all books, documents, papers, accounting
3 records, and other evidence pertaining to the performance of the contract, but not limited to, the costs of
4 administering the contract. All parties shall make such materials available at their respective offices at all
5 reasonable times during the contract period and for ten years from the date of final payment under the
6 contract or ten years from project closeout, whichever is later.
- 7 2. COUNTY, the State Auditor General, or any duly authorized representative of the State Government shall
8 have access to any books, records, and documents of CONSULTANT that are pertinent to the contract
9 for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

10 **T. Ownership of Data**

11 Ownership and title to all reports, documents, plans, specifications, and estimates produced as part of
12 this contract will automatically be vested in COUNTY and no further agreement will be necessary to
13 transfer ownership to COUNTY.

14 **U. Confidentiality of Data**

- 15 1. All financial, statistical, personal, technical or other data and information which is designated confidential
16 by COUNTY, and made available to CONSULTANT in order to carry out this contract, shall be protected
17 by CONSULTANT from unauthorized use and disclosure.
- 18 2. Permission to disclose information on one occasion for a public hearing held by COUNTY relating to the
19 contract shall not authorize CONSULTANT to further disclose such information or disseminate the same
20 on any other occasion.
- 21 3. CONSULTANT shall not comment publicly to the press or any other media regarding the contract,
22 including COUNTY actions regarding this contract. Communication shall be limited to COUNTY, or
23 CONSULTANT'S staff that are involved with the project, unless CONSULTANT shall be requested by
24 COUNTY to attend a public hearing or respond to questions from a Legislative committee.
- 25 4. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and
26 nondisclosure of the same.
- 27 5. CONSULTANT shall not issue any news release or public relations item of any nature whatsoever
28 regarding work performed or to be performed under this contract without prior review of the contents
29 thereof by COUNTY and receipt of COUNTY's written permission.

1 **V. Funding Requirements**

- 2 1. All obligations of COUNTY are subject to appropriation of resources by various Federal, State and local
3 agencies.
- 4 2. This contract is valid and enforceable only if sufficient funds are made available to COUNTY for the
5 purpose of this PROJECT. In addition, this contract is subject to any additional restrictions, limitations,
6 conditions or any statute enacted by Congress, State Legislature or COUNTY that may affect the
7 provisions, terms or funding of this contract in any manner.
- 8 3. It is mutually agreed that if sufficient funds for the program are not appropriated, this contract will be
9 amended or terminated to reflect any reduction in funds.

10 **ARTICLE V • PERFORMANCE**

11 **A. Performance Period**

- 12 1. This Agreement shall begin upon notification to proceed by the COUNTY PROJECT MANAGER. Unless
13 terminated or otherwise cancelled as permitted herein, the term of this Agreement shall be: 1200
14 calendar days.
- 15 2. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until
16 the proposed contract is fully executed and approved by COUNTY.
- 17 3. CONSULTANT shall perform PROJECT services in accordance with the provisions set forth in Exhibit A,
18 Schedule of Services, which is attached hereto and incorporated herein by reference.
- 19 4. Where CONSULTANT is required to prepare and submit studies, reports, plans, etc., to COUNTY, these
20 shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to offer comments
21 prior to final submission.
- 22 5. When COUNTY determines that CONSULTANT has satisfactorily completed the PROJECT services,
23 COUNTY may give CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall not incur
24 any further costs hereunder unless so specified in the Notice of Final Acceptance. CONSULTANT may
25 request a Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all
26 covenants as stipulated in this contract.
- 27 6. Time is of the essence in this contract.

28 **B. Time Extensions**

- 29 1. Any delay in providing PROJECT services required by this contract occasioned by causes beyond the

1 control and not due to the fault or negligence of CONSULTANT, shall be the reason for granting an
2 extension of time for the completion of the aforesaid work. When such delay occurs, CONSULTANT shall
3 promptly notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall
4 ascertain the facts and the extent of the delay and grant an extension of time for the completion of the
5 work when, in COUNTY's judgment, their findings of fact justify such an extension of time.

- 6 2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not
7 intended to deny CONSULTANT its' civil legal remedies in the event of a dispute.

8 **C. Reporting Progress**

- 9 1. As part of the monthly invoice CONSULTANT shall submit a progress report in accordance to COUNTY.
10 Progress Reports shall indicate the progress achieved during the previous month in relation to the
11 Schedule of Services. Submission of such progress report by CONSULTANT shall be a condition
12 precedent to receipt of payment from COUNTY for each monthly invoice submitted.
- 13 2. To ensure understanding and performance of the contract objectives, meetings between COUNTY, and
14 CONSULTANT shall be held as often as deemed necessary. All work objectives, CONSULTANT'S work
15 schedule, the terms of the contract and any other related issues will be discussed and/or resolved.
16 CONSULTANT shall keep minutes of meetings and distribute copies of minutes as appropriate.

17 **D. Evaluation of CONSULTANT**

18 CONSULTANT'S performance will be evaluated by COUNTY for future reference.

19 **ARTICLE VI • COMPENSATION**

20 **A. Work Authorization**

21 CONSULTANT shall not commence performance of any work or project services until so directed by the
22 County Project Manager. No payment will be made prior to approval of this contract.

23 **B. Basis of Compensation**

- 24 1. PROJECT services as provided under this contract and as described in the Scope of Services, shall be
25 compensated for as defined in Exhibit A, Budget, which is attached hereto and incorporated herein by
26 reference. The total amount of the contract is not to exceed \$1,344,100.00 and inclusive of reimbursable
27 expenses.

28 If a contingency budget is provided, COUNTY shall hold such contingency in reserve for unforeseen Extra
29 Work that may arise during the performance of this agreement. Contingency budget shall only be used at

1 the discretion of the COUNTY PROJECT MANAGER, and with prior written authorization by the COUNTY
2 PROJECT MANAGER.

3 No additional compensation for Extra Work will be paid except upon the issuance of an Extra Work Order
4 by COUNTY.

- 5 2. Prior authorization in writing by the COUNTY PROJECT MANAGER will be required before
6 CONSULTANT enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies,
7 equipment or consultant services. CONSULTANT shall provide an evaluation of the necessity or
8 desirability of incurring such costs.
- 9 3. For purchase of any item, service or consulting work not covered in CONSULTANT'S proposal and
10 exceeding \$500, with prior authorization by the COUNTY PROJECT MANAGER, three competitive
11 quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.
- 12 4. Any equipment purchased as a result of this contract is subjected to the following: CONSULTANT shall
13 maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a
14 useful life of at least two years and an acquisition cost of \$500 or more. If the purchased equipment
15 needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit. At the
16 conclusion of the contract or if the contract is terminated, CONSULTANT may either keep the equipment
17 and credit COUNTY in an amount equal to its fair market value or sell such equipment at the best price
18 obtainable at a public or private sale in accordance with established COUNTY procedures and credit
19 COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair
20 market value shall be determined, at CONSULTANT'S expense, on the basis of a competent independent
21 appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by
22 COUNTY, and CONSULTANT. If it is determined to sell the equipment, the terms and conditions of such
23 sale must be approved in advance by COUNTY and AGENCIES.
- 24 5. The consideration to be paid CONSULTANT, as provided herein, shall be in compensation for all of
25 CONSULTANT'S expenses incurred in the performance hereof, including travel and per diem, unless
26 otherwise expressly so provided.
- 27 6. In the event of errors or omissions in the plans for PROJECT, CONSULTANT shall perform the necessary
28 design services required to correct such errors and omissions without additional charge to COUNTY.
- 29 7. CONSULTANT shall be responsible for compliance with Government Code section 7550, if the total cost

1 of the Agreement is over Five Thousand Dollars (\$5,000).

2 **C. Progress Payments**

- 3 1. CONSULTANT shall submit monthly invoices for PROJECT Services in accordance with Exhibit A,
4 Budget.
- 5 2. CONSULTANT shall submit an invoice each month for PROJECT services performed during the
6 preceding month. Invoices shall be submitted to the COUNTY PROJECT MANAGER and shall be
7 included with a Progress Report covering the same period as the submitted invoice.
- 8 3. Progress payments will be based on PROJECT services provided and actual costs incurred. Payments
9 made prior to the completion of each phase will not exceed the amount allowed in CONSULTANT'S cost
10 proposal for the completion of that phase and prior phases, unless approved in writing by the COUNTY
11 PROJECT MANAGER..
- 12 4. Progress payments will be made as promptly as fiscal procedures will permit upon receipt by the
13 COUNTY PROJECT MANAGER of itemized invoices.

14 **ARTICLE VII • GENERAL TERMS**

15 **A. Law, Venue**

- 16 1. This Agreement has been executed and delivered in the State of California and the validity, enforceability
17 and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws
18 of the State of California.
- 19 2. The County of Riverside shall be the venue for any action or proceeding that may be brought or arise out
20 of, in connection with, or by reason of this Agreement.

21 **B. Severability**

22 If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to
23 be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect
24 and shall in no way be affected, impaired or invalidated thereby.

25 **C. Waiver**

26 Neither the COUNTY'S review, approval of, nor payment for, any of the services required under this
27 Agreement shall be construed to operate as a waiver of any rights under this Agreement, and
28 CONSULTANT shall remain liable to the COUNTY in accordance with this Agreement for all damages to the
29 COUNTY caused by CONSULTANT'S failure to perform any of the services furnished under this Agreement

1 to the standard of care of the CONSULTANT for its services, which shall be, at a minimum high standard of
2 care for master planning detention facilities.

3 **D. Review of Terms**

4 Each Party warrants that it has had the opportunity to consult counsel and understands the terms of this
5 Agreement and the consequences of executing it. In addition, each Party acknowledges that the drafting of
6 this Agreement was the product of negotiation, that no party is the sole author of this Agreement, and that
7 this Agreement shall not be construed against any party as the drafter of this Agreement.

ARTICLE VIII • APPROVALS

COUNTY Approvals

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

by Gauska & Vicary Dated: 5-11-15

APPROVAL BY THE BOARD OF SUPERVISORS

Marion Ashley Dated: JUN 16 2015

MARION ASHLEY
PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

Kecia Harper-Ihem Dated: JUN 16 2015

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

CONSULTANT Approvals

CONSULTANT:

Inland Foundation Engineering, Inc. (IFE)

COOPER Dated: 4/21/15

ALLEN D. EVANS
PRINTED NAME

PRESIDENT
TITLE

CONSULTANT:

_____ Dated: _____

PRINTED NAME

TITLE

EXHIBIT A

INLAND FOUNDATION ENGINEERING, INC.
Consulting Geotechnical Engineers and Geologists
www.inlandfoundation.com

- 1310 South Santa Fe Avenue, P. O. Box 937, San Jacinto, CA 92581-0937 - (951) 654-1555
- Country Club Business Park, 77622 Country Club Drive, Suite Q, Palm Desert, CA 92211 - (760) 200-2400

March 11, 2015

County of Riverside Economic Development Agency

3403 10th Street, Suite 400
Riverside, California 92501

Attention: Mr. Rizaldy Baluyot,
Supervising Project Manager

Subject: Fee Proposal - Revised
Deputy Soils and Material Testing & Inspection Services
East County Detention Center
82-675 Highway 111, Indio, California

Dear Mr. Baluyot:

Inland Foundation Engineering, Inc. (IFE) appreciates the opportunity to submit the attached fee proposal to provide soil engineering, material testing and special inspection services for the East County Detention Center (ECDC) project. In preparing the fee proposal, we reviewed pertinent sections of the following:

- Project Plans, East County Detention Center, Phase 1, Volumes 1 & 2, prepared by Helmuth, Obata & Kassabaum, et al, print dated August 7, 2014, Project No. 12.24034.00
- Project Plans, East County Detention Center, Phase 2, prepared by Helmuth, Obata & Kassabaum, et al, print dated August 8, 2014, Project No. 12.24034.00
- Specifications, Volumes 1 & 2, prepared by Helmuth, Obata & Kassabaum, et al, print dated July 25, 2014, Project No. 12.24034.00
- Plan Check Submittal Cost Estimates, Housing and Support Buildings, prepared by Vanir, dated April 2014

- Geotechnical Investigation, Proposed East County Detention Center, prepared by CHJ Consultants, Inc., dated October 23, 2013, Job No. 12643-3

We also met in your office on February 17, 2014 to discuss our proposed scope of service and fee estimate. This cost proposal reflects those items discussed and agreed to at the meeting. We also discussed the proposed project schedule as indicated below.

PERIOD OF PERFORMANCE

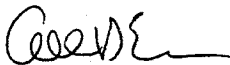
- Phase I construction duration: approximately 30 months
- Transition/Building occupancy duration: approximately 3 months
- Phase II construction duration: approximately 6 months

As we discussed, we intend to retain Aon Fire Protection Engineering Corporation (Aon) to provide smoke control system special inspection. A copy of Aon's fee proposal is attached. Page 5 of Aon's fee proposal lists "Client's Responsibilities" that will need to be addressed by the project contractor prior to and during performance of their special inspection. The smoke control inspection amount shown in the attached fee proposal spreadsheet includes a 10% allowance for fee increase (since their services will not likely be required until 2017), 20% mark-up, and a 50% contingency.

Our services will be invoiced on a time and materials basis at the rates shown on the attached fee proposal spreadsheet, or in accordance with our 2015 Fee Schedule, whichever is less. Any services that are provided in addition to those shown will also be invoiced in accordance with our fee schedule rates.

We look forward to the opportunity work with the County of Riverside Economic Development Agency through successful completion of the East County Detention Center project. If you have any questions or require any additional information, please call (951) 654-1555 or contact me by e-mail at aevans@inlandfoundation.com.

Respectfully,
Inland Foundation Engineering, Inc.



Allen D. Evans, G.E.
President

ADE:mw

Addressee: (1)

**FEE PROPOSAL
RIVERSIDE COUNTY EDA
EAST COUNTY DETENTION CENTER
MARCH 11, 2015**

Section 1- Lab Testing Services		Cost / Test (Unit Price)	X	Estimated # of Tests	=	Total Cost
Concrete strength characteristics						
1	Concrete compression cylinders 6x12	\$ 20.00	x	975	=	\$ 19,500.00
2	Concrete cores 6" maximum diameter	\$ 45.00	x	12	=	\$ 540.00
3	Concrete Flex beam simple bm w/ 3 point loading	\$ 70.00	x	0	=	\$ -
4	Review of existing mix design	N.C.	x	0	=	N.C.
5	Handling charge / pickup / storage	\$ 90.00	x	386	=	\$ 34,740.00
Soil and Aggregate						
6	Sieve Analysis coarse	\$ 75.00	x	11	=	\$ 825.00
7	Sieve Analysis fine/coarse	\$ 106.00	x	38	=	\$ 4,028.00
8	Sand Equivalent	\$ 75.00	x	31	=	\$ 2,325.00
9	MD 1559	\$ 200.00	x	0	=	\$ -
10	MD D1557	\$ 175.00	x	49	=	\$ 8,575.00
Masonry strength characteristics						
11	Mortar cylinders 2x4	\$ 22.00	x	25	=	\$ 550.00
12	Mortar cubes 2x2	\$ 30.00	x	21	=	\$ 630.00
13	Block compression	\$ 55.00	x	4	=	\$ 220.00
14	Prisms block compression	\$ 125.00	x	4	=	\$ 500.00
15	Grout 3x6	\$ 30.00	x	15	=	\$ 450.00
16	Core compression	\$ 45.00	x	66	=	\$ 2,970.00
17	Core shear	\$ 110.00	x	14	=	\$ 1,540.00
18	Handling charge / pickup / storage	\$ 90.00	x	30	=	\$ 2,700.00
Reinforcing steel tensile and bend tests						
19	Tensile #11 and smaller	\$ 60.00	x	4	=	\$ 240.00
20	Tensile #14	\$ 100.00	x	4	=	\$ 400.00
21	Tensile #18	\$ 100.00	x	4	=	\$ 400.00
22	Bend test #11 and smaller	\$ 40.00	x	12	=	\$ 480.00
23	Bend test # 14	\$ 100.00	x	4	=	\$ 400.00
24	Bend test #18	\$ 100.00	x	4	=	\$ 400.00
Structural steel and HSB						
25	Bend test	\$ 60.00	x	0	=	\$ -
26	Bolt tensile test	\$ 112.00	x	0	=	\$ -
27	Nelson stud tensile	\$ 112.00	x	0	=	\$ -
Asphalt Concrete						
28	Bitumen content	\$ 125.00	x	12	=	\$ 1,500.00
29	Gradation of extracted sample	\$ 106.00	x	12	=	\$ 1,272.00
30	Unit wt. of cores	\$ 50.00	x	54	=	\$ 2,700.00
31	HVEEM	\$ 200.00	x	12	=	\$ 2,400.00
32	R-Value	\$ 275.00	x	4	=	\$ 1,100.00
33	Compacted MD - Marshall	\$ 200.00	x	0	=	\$ -
Spray-on Fireproofing						
34	ASTM E605 Thickness/ Density - Cementitious Fireproofing		x	Field Test	=	\$ -
35	Unit Wt.	\$ 75.00	x	0	=	\$ -
36	ASTM E736 Bond Strength - Cementitious Fireproofing		x	Field Test	=	\$ -
Total Cost Section 1 (sum of items 1 -36)					=	\$ 91,385.00

(continue to page 2 of 2)

**FEE PROPOSAL
RIVERSIDE COUNTY EDA
EAST COUNTY DETENTION CENTER
MARCH 11, 2015**

Section 2- Field Services		Rate/hr.	X	Estimated # of Hrs.	=	Total Cost
Concrete						
37	RC deputy	\$ 95.00	X	1290	=	\$ 122,550.00
38	ACI sampling	\$ 95.00	X	1542	=	\$ 146,490.00
39	Batch plant inspection	\$ 95.00	X	260	=	\$ 24,700.00
40	Coring machine w/1 man	\$ 125.00	X	10	=	\$ 1,250.00
Masonry						
41	RM deputy	\$ 95.00	X	240	=	\$ 22,800.00
42	Pick up samples	\$ 95.00	X	32	=	\$ 3,040.00
43	Coring machine w/1 man	\$ 125.00	X	24	=	\$ 3,000.00
Structural steel and HSB						
44	SSW deputy	\$ 95.00	X	0	=	\$ -
45	Skidmore HSB testing	\$ 95.00	X	0	=	\$ -
46	NDT - ut, mp, dp	\$ 125.00	X	0	=	\$ -
47	Anchor bolt tests (pull out)	\$ 95.00	X	0	=	\$ -
48	Torque wrench	N.C.	X	0	=	\$ -
Soils						
49	Engineered Fill	-	X	0	=	\$ -
50	Field Vehicle with Testing Equipment	\$ 10.00	X	5244	=	\$ 52,440.00
51	Field Technician	\$ 95.00	X	5164	=	\$ 490,580.00
52	Nuke Guage	N.C.	X	0	=	\$ -
53	Engineers Observations	\$ 130.00	X	270	=	\$ 35,100.00
Smoke Control System						
54	Aon Fire Protection Engineering Corporation	\$63,865.00	X	1	=	\$ 63,865.00
Waterproofing						
55	Waterproofing inspector	\$ 95.00	X	720	=	\$ 68,400.00
Miscellaneous						
56	Fireproofing Inspector	\$ 95.00	X	0	=	\$ -
57	OVERTIME	\$ 142.50	X	920	=	\$ 131,100.00
Professional Services						
58	Project engineer	\$ 130.00	X	460	=	\$ 59,800.00
59	Administration	\$ 60.00	X	460	=	\$ 27,600.00
60	Principal engineer	\$ 185.00	X	0	=	\$ -
61	Project closeout	N.C.	X	0	=	\$ -
Miscellaneous						
62	Acoustical Ceiling Pull Test, 1 of every 10 power-actuated fasteners	\$ 100.00	X	0	=	\$ -
63	Security Ceiling Assemblies pull testing, 1 of every 10 anchors used	\$ 100.00	X	0	=	\$ -
Total Cost Section 2 (sum of items 37 - 63)				=		\$ 1,252,715.00
Total Cost - FEE PROPOSAL (sum of items 1 - 63)				=		\$ 1,344,100.00

COMPANY: INLAND FOUNDATION ENGINEERING, INC.

INLAND FOUNDATION ENGINEERING, INC.
Consulting Geotechnical Engineers and Geologists
www.inlandfoundation.com

2015 Fee Schedule



1310 S. Santa Fe Avenue, P.O. Box 937, San Jacinto, CA 92581 (951) 654-1555
77-622 Country Club Drive, Suite Q, Palm Desert, CA 92211 (760) 200-2400

INLAND FOUNDATION ENGINEERING, INC.

**2015 Fee Schedule
Basis of Charges**

1. The prices listed herein are for typical services most frequently performed by Inland Foundation Engineering, Inc. (IFE). Prices for other services, including special quotes for volume work, will be provided upon request, but will be subject to the terms set forth below.
2. Invoices will be issued on a monthly basis, or upon completion of the project, whichever is sooner. The net amount of invoices is payable on presentation of the invoice.
3. A two-hour minimum charge will be invoiced for all field services, including standby time. A four-hour minimum charge will be invoiced for any field services that exceed two hours per day. A six-hour minimum charge will be invoiced for field services that exceed four hours per day. An eight-hour minimum charge will be invoiced for field services that exceed six hours per day. No charge will be incurred if cancellation is received by 5:00 pm the preceding day.
4. Field services that exceed 8 hours per day Monday through Friday and the first 12 hours on Saturday will be invoiced at 1.5 times the listed hourly rate. Field services that exceed 12 hours per day Monday through Saturday and all Sunday and holiday time will be invoiced at 2 times the listed hourly rates.
5. Outside services will include a maximum 20% markup.
6. The prices listed herein include standard invoicing with time detail summary. Additional administrative time will be charged if invoice backup information (timesheets, daily field reports, or work summaries) is requested.
7. Certified payroll for prevailing wage projects will be provided only if requested.
8. IFE carries workers' compensation & employer liability insurance, general liability insurance, automobile liability insurance and professional errors and omissions liability insurance, and will provide certificates upon request.
9. IFE routinely disposes of all soil samples after 30 days from submission of our final report. IFE reserves the right to return all obtained samples, including contaminated and potentially contaminated environmental samples to client, at client's expense.
10. Proper disposal or handling of soil boring cuttings, well development and purge waters, decontamination solutions, and other contaminated/potentially contaminated materials is the responsibility of the client. Upon request, IFE can provide containers for onsite containment and can advise the client regarding proper handling procedures.

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PROFESSIONAL CHARGES

RATES

Litigation: Expert Witness and Preparation (4 hr. minimum)	\$300.00/hr.
Principal Engineer / Geologist	175.00/hr.
Project Engineer / Geologist	150.00/hr.
Staff Engineer / Geologist	105.00/hr.
Supervisory Technician	100.00/hr.
Construction Inspector (ICC / AWS) – Regular Wage	75.00/hr.
Construction Inspector (ICC / AWS) – Prevailing Wage*	105.00/hr.
Field Soil / Concrete Technician – Regular Wage	70.00/hr.
Field Soil / Concrete Technician – Prevailing Wage*	105.00/hr.
Laboratory Technician	70.00/hr.
Drafting	75.00/hr.
Clerical (i.e.; typing, collating, printing, etc.)	65.00/hr.

* Public works projects or projects receiving public funds may be subject to payment of prevailing wages which are determined annually by the California Department of Industrial Relations. The prevailing wage rates listed above are valid through July 1, 2015 and are subject to revision as prevailing wage rates are revised by the California Department of Industrial Relations.

OTHER CHARGES

RATES

Field Vehicle with Testing Equipment	\$12.00/hr.
Nuclear Density Gauge	5.00/hr.
Mileage (No charge for local projects)	0.565/mile
Grading Compaction Report – Comprehensive	550.00 ea.
Compaction Test Report (i.e.; curb and gutter, electrical, gas, sewer, sidewalk, street, etc.)	200.00 ea.
Reproduction Charges: Xerox Copies (White paper)	0.20 ea.
Xerox Copies (Color paper)	0.40 ea.
Large Documents – 18" x 24"	2.00 ea.
Large Documents – 24" x 36"	3.00 ea.
Additional Copies of Bound and Signed Reports ² :	
Cost per Copy (Up to 30 pages)	25.00 ea.
Per Sheet (Over 30 pages)	0.40 ea.
File access charge after three (3) years:	
Cost of Reproduction Charges above, Plus one hour Clerical.	

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2015 Laboratory Testing Fee Schedule
SOIL

	<u>RATES</u>
Atterberg Limits (ASTM 4318)	\$ 150.00 ea.
Consolidation (ASTM D2435) – Intact Sample	250.00 ea.
Consolidation (ASTM D2435) – Remolded Sample	300.00 ea.
Consolidation (ASTM D2435) – With Time Rates	350.00 ea.
Corrosivity – Chlorides, pH, Resistivity, Sulfates (CTM 417, 422, 643, ASTM 657)	130.00 ea.
Direct Shear (ASTM D3080) – Intact Sample	250.00 ea.
Direct Shear (ASTM D3080) – Remolded Sample	300.00 ea.
Expansion Index (ASTM D4829)	150.00 ea.
Hydraulic Conductivity with Flexible Wall Permeameter (ASTM D5084)	By Quotation
Moisture Content (ASTM D2216)	20.00 ea.
Optimum Moisture/Maximum Density (ASTM D1557):	
Method A & B (4 in.)	160.00 ea.
Method C (6 in.)	175.00 ea.
Partial (Check Point)	60.00 ea.
California Test Method 216	175.00 ea.
R-Value (ASTM D2844)	250.00 ea.
Sand Equivalent (ASTM D2419)	75.00 ea.
Sieve Analysis with Hydrometer (ASTM D422)	225.00 ea.
Sieve Analysis without Hydrometer (ASTM D422)	145.00 ea.
Triaxial Shear (ASTM D2850, D4767):	
Multi-stage, single specimen, saturated	By Quotation
Per point U.U. (Unconsolidated, Undrained)	
Per point C.U. (Consolidated, Undrained)	
Per point C.D. (Consolidated, Drained)	
Unit Weight and Moisture Content, ring samples (ASTM D2216)	25.00 ea.
Visual Classification (ASTM D2488)	50.00 ea.

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2015 Laboratory Testing Fee Schedule
AGGREGATE

	<u>RATES</u>
Abrasion Resistance (L.A. Rattler) (ASTM C131, C535)	\$ 175.00 ea.
Clay Lumps and Friable Particles (ASTM C142)	125.00 ea.
Cleanness Value (CTM 227)	125.00 ea.
Durability Index, Coarse (ASTM D3744)	175.00 ea.
Durability Index, Fine (ASTM D3744)	110.00 ea.
Lightweight Particles (ASTM C123)	225.00 ea.
Percent of Flat/Elongated Pieces (ASTM D4791)	140.00 ea.
Percent of Crushed Particles (ASTM D693)	110.00 ea.
Moisture Content by Drying (ASTM C566)	50.00 ea.
Mortar Making Properties of Fine Aggregate (ASTM C87)	400.00 ea.
Organic Impurities (ASTM C40)	70.00 ea.
Sand Equivalent (ASTM D2419)	75.00 ea.
Sieve Analysis – Coarse to Fine (ASTM C136) (Includes No. 200 Wash)	145.00 ea.
Sieve Analysis – Processed Coarse (ASTM C136) (w/o No. 200 Wash)	75.00 ea.
Sieve Analysis – Processed Fine (ASTM C136) (Includes No. 200 Wash)	95.00 ea.
Materials Finer than No. 200 Sieve by Washing (ASTM C117)	50.00 ea.
Soundness Test, Sodium Sulfate (per sieve size) (ASTM C88)	150.00 ea.
Specific Gravity and Absorption, Coarse (ASTM C127)	100.00 ea.
Specific Gravity and Absorption, Fine (ASTM C128)	125.00 ea.
Unit Weight and Percent Voids (ASTM C29)	75.00 ea.

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2015 Laboratory Testing Fee Schedule
CONCRETE AND MASONRY

<u>CONCRETE</u>	<u>RATES</u>
Concrete Mix Design (Excluding Aggregate Quality Testing)	\$ 175.00 ea.
Concrete Mix Design Review	150.00 ea.
Compressive Strength (ASTM C39) (samples cured and/or tested)	22.00 ea.
Compressive Strength, Concrete/Gunite Core (ASTM C42)	50.00 ea.
Flexural Strength, 6" x 6" Beam (ASTM C78)	70.00 ea.
Length Measuring of Drilled Core (ASTM C174)	50.00 ea.
Splitting Tensile Test (ASTM C496)	50.00 ea.
 <u>MASONRY</u>	
Brick and Structural Clay Tile – Compression (ASTM C67)	40.00 ea.
Concrete Masonry Unit Compressive Strength (ASTM C140)	60.00 ea.
Concrete Masonry Unit Moisture Content and Absorption (ASTM C140)	50.00 ea.
Concrete Masonry Unit, Unit Weight (ASTM C140)	40.00 ea.
Mortar Strength (Cylinder)	20.00 ea.
Mortar Strength (2" Cube) (ASTM C109)	35.00 ea.
Grout Prism Compressive Strength (3" x 3" x 6") (ASTM C942)	35.00 ea.
Masonry Core Compressive Strength (ASTM C42)	50.00 ea.
Masonry Prism Compressive Strength (8" x 8" x 16") (ASTM E447)	125.00 ea.

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2015 Laboratory Testing Fee Schedule
ASPHALT CONCRETE

	<u>RATES</u>
Asphalt Concrete Mix Design (Hveem, Marshall)	By Quotation
Asphalt Content by Ignition Oven (CTM 382)	\$125.00 ea.
Gradation and Asphalt Content by Ignition Oven (CTM 382)	265.00 ea.
Specific Gravity of Compacted Specimen (ASTM D1188, D2726)	175.00 ea.
Compressive Strength of Bituminous Mixture (ASTM D1074)	110.00 ea.
Marshall Stability and Flow Test (ASTM D1559)	225.00 ea.
Hveem Stability Value and Maximum Density (CTM 366)	140.00 ea.
Kneading Compacted Maximum Density (CTM 304)	110.00 ea.
Marshall Maximum Density (ASTM D1559)	150.00 ea.
Theoretical Maximum Density of Asphalt Mixture (ASTM D2041)	140.00 ea.

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2015 Laboratory Testing Fee Schedule
STEEL

REINFORCING STEEL

RATES

Tensile Strength and Elongation	
No.11 Bar and Smaller	\$55.00 ea.
No.14 Bar	90.00 ea.
Bend Test, No.11 Bar and Smaller	30.00 ea.

STRUCTURAL STEEL

Machining and Preparation of Test Specimen	Cost + 20%
Tensile Strength and Elongation	
Up to 200,000 lbs	75.00 ea.
200,000 to 300,000 lbs	95.00 ea.
300,000 to 400,000 lbs	115.00 ea.
Bend Test	50.00 ea.

PRESTRESSING WIRE AND TENDONS

Tensile Strength, Single Wire (ASTM A421)	100.00 ea.
Tensile Strength, 7-Wire Strand (ASTM A416)	160.00 ea.

AGREEMENT FOR

Labor Compliance Monitoring

between

County of Riverside

and

Labor Compliance Providers, Inc. (LCPI)

JUN 16 2015

3210

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LABOR COMPLIANCE MONITORING CONSULTING SERVICES AGREEMENT

This Agreement for East County Detention Center Material Testing and Inspection Services is made by and between the COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and Labor Compliance Providers, Inc. (LCPI), hereinafter referred to as "CONSULTANT", (collectively the "Parties"), who are located at the following addresses:

County of Riverside	LCPI
Economic Development Agency	1168 East La Cadena Dr., #201
Tenth Street, 4 th Floor	Riverside, CA 92507
Riverside, CA 92502	

The Parties do hereby agree as follows:

ARTICLE I • DESIGNATED CONTACTS

Coordination of CONSULTANT and COUNTY activities shall be accomplished through a CONSULTANT'S PROJECT MANAGER, and a COUNTY PROJECT MANAGER.

The CONSULTANT PROJECT MANAGER for CONSULTANT shall be:

Sophia Ramirez

The COUNTY PROJECT MANAGER for COUNTY shall be:

Rizaldy Baluyot

ARTICLE II • PROJECT DEFINITION

The COUNTY desires to provide for the efficient and orderly development of the East County Detention Center. Such development requires labor compliance monitoring services. CONSULTANT shall furnish all technical and professional services including labor, material, equipment, transportation, supervision, and expertise to fully and adequately perform and complete the covenants set forth in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by reference. All services and deliverables associated with the performance and accomplishment of the covenants described in the Scope of Services is hereinafter collectively referred to as the "PROJECT".

ARTICLE III • COOPERATIVE AGENCIES

A. Lead Agency

COUNTY has designated its Economic Development Agency as the lead agency for PROJECT.

CONSULTANT agrees that it will maintain coordination with COUNTY designated personnel as may be



requested or required for PROJECT.

B. COUNTY Standards

All deliverables shall be prepared in accordance with the current COUNTY practices, regulations, policies, procedures, manuals and standards where applicable. All deliverables are subject to review and approval by COUNTY.

C. CONSULTANT Staff

1. CONSULTANT has been selected to perform the PROJECT herein because of the skills and expertise of key individuals. CONSULTANT agrees that the following key individuals in CONSULTANT'S company shall be associated with the PROJECT in the following capacities:

JOB TITLE	NAME
Project Manager/Senior Labor Compliance Officer	Sophia Ramirez
Compliance Analyst	Isabel Ayala
CPR Auditor	Tyler Reed
Field Investigator	Bob Pfeifer

2. CONSULTANT shall not change any of the key personnel listed above without prior written approval of COUNTY, unless said personnel ceases to be employed by CONSULTANT. In either case, COUNTY shall be allowed to interview and approve replacement personnel.

3. If any designated lead or key person fails to perform to the satisfaction of the COUNTY, then upon written notice the CONSULTANT shall immediately remove that person from the PROJECT and provide a temporary replacement. CONSULTANT shall within seven (7) days provide a permanent replacement person acceptable to COUNTY.

ARTICLE IV • CONDITIONS

A. Notifications

All notices hereunder and communications regarding interpretation of the terms of this Agreement and changes thereto shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed to the attention of the CONSULTANT PROJECT MANAGER or the COUNTY PROJECT MANAGER at the respective addresses provided on page one of this Agreement.

B. Assignment

1 In as much as this Agreement is intended to secure the specialized services of CONSULTANT,
2 CONSULTANT may not assign, transfer, delegate or sublet any interest herein without the prior written
3 consent of COUNTY, which may be granted or withheld in its' sole discretion; and any such assignment,
4 transfer, delegation or sublease without the COUNTY'S prior written consent shall be considered null and
5 void.

6 **C. Subcontracts**

- 7 1. CONSULTANT shall perform the services contemplated with resources available within its own
8 organization. No portion of the services pertinent to this Agreement shall be subcontracted without
9 written authorization by the COUNTY PROJECT MANAGER, except that which is expressly identified in
10 this Agreement.
- 11 2. In the event CONSULTANT subcontracts any portion of CONSULTANT'S duties under this Agreement,
12 CONSULTANT shall require its subcontractors to comply with the terms of this Agreement in the same
13 manner as required of CONSULTANT including, but not limited to; indemnification of the COUNTY,
14 requiring the same insurance of Subcontractors as required of CONSULTANT, and having
15 Subcontractor's insurance name the COUNTY as Additional Insured for each type of insurance where this
16 Agreement requires CONSULTANT'S insurance to name COUNTY as Additional Insured.

17 **D. Modifications**

- 18 1. This Agreement may be amended or modified only by mutual written agreement of the Parties. No
19 alteration or variation of the terms of this contract will be valid unless made in writing and signed by the
20 Parties hereto and no oral understanding or agreement not incorporated herein, will be binding on any of
21 the Parties hereto.
- 22 2. Minor modifications are changes that do not substantially affect the Scope of Service. Minor
23 modifications may be: a shift of funds between tasks within a budget category; the shifting of work and/or
24 funding from one phase to another. All requests for minor modifications must be approved in writing by
25 the Director of EDA, or his designee, prior to implementing the change.
- 26 3. There shall be no change in the CONSULTANT PROJECT MANAGER or key members of the PROJECT
27 team without prior written approval by the COUNTY PROJECT MANAGER.
- 28 4. All modifications that do not fit within the definition of a minor modification to this Agreement shall be
29 considered a major change and must be approved in writing by the CONSULTANT and COUNTY Board

1 of Supervisors prior to implementing the major change.

2 **E. COUNTY Directives**

3 CONSULTANT shall receive contract directions and interpretations from the COUNTY PROJECT
4 MANAGER.

5 **F. Liability**

- 6 1. CONSULTANT has total responsibility for the accuracy and completeness of all data, reports, plans, and
7 estimates prepared for PROJECT and shall check all such material accordingly. COUNTY will review all
8 work product deliverables. The responsibility for accuracy and completeness of such items remains
9 solely that of CONSULTANT. Neither COUNTY'S review or approval shall give rise to any liability or
10 responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve CONSULTANT of its
11 professional responsibilities or obligations under this Agreement.
- 12 2. The data, calculations, reports and other documents furnished in accordance with the Scope of Services
13 shall meet the criteria for acceptance and be a product of neat appearance, well organized, technically
14 and grammatically correct, checked and having the preparer and checker identified. The minimum
15 standard of appearance, organization and contents shall be of similar types produced by COUNTY. If
16 any work product submitted is not complete and ready for use by COUNTY, it shall be marked "Draft" or
17 similar designation to indicate it is not ready for use by COUNTY. COUNTY expects that all work
18 products not so designated is ready for and can be used on PROJECT.
- 19 3. COUNTY and CONSULTANT agree that data, calculations, reports or other work products prepared by
20 CONSULTANT are for the exclusive use of COUNTY and will be used by COUNTY for the project for
21 which they were specifically prepared. CONSULTANT shall not be responsible for use of such data,
22 calculations, reports or other work products if used on a different project without the written authorization
23 or approval by CONSULTANT.
- 24 4. CONSULTANT acknowledges that the data, calculations, reports and/or other work products may be used
25 by COUNTY for the PROJECT regardless of any disputes that may develop between CONSULTANT and
26 COUNTY. All data, calculations, reports, or other work product shall be deemed the sole and exclusive
27 property of COUNTY and ownership thereof is irrevocably vested in COUNTY whether the PROJECT is
28 executed or not.
- 29 5. CONSULTANT, and the agents and employees of CONSULTANT, in the performance of this contract,

1 shall act in an independent capacity and not as officers, employees or agents of COUNTY.

- 2 6. CONSULTANT has the sole discretion to determine how, when, and where to perform services required
3 to achieve the final result specified in the Scope of Services for PROJECT subject to PROJECT timelines
4 and availability of access during COUNTY regular operating hours.
- 5 7. CONSULTANT has the right to perform services for other clients during the term of this Agreement as
6 long as such services are not in direct conflict with the services provided to COUNTY.
- 7 8. CONSULTANT and its employees shall not be entitled to and are not eligible for COUNTY employee
8 benefits, including, but not limited to, medical, dental or vision insurance, life insurance, retirement
9 benefits, vacation or sick pay, or any other benefit or compensation beyond that which is set forth
10 explicitly in this contract.
- 11 9. CONSULTANT shall provide and maintain, throughout the term of this contract, their own workspace,
12 tools, equipment and supplies necessary to perform the duties set forth for CONSULTANT under this
13 Agreement. Notwithstanding the foregoing, COUNTY may, in its sole discretion, and with prior consent,
14 provide access to COUNTY facilities, offices or meeting rooms during regular business hours for
15 meetings, conferences or other work of CONSULTANT.

16 **G. Indemnification and Defense**

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

1 of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other
2 benefit not explicitly set forth in this Agreement and arising out of work performed for COUNTY pursuant
3 to this Agreement.

- 4 2. The duty to indemnify does not include loss, suits, claims, demands, actions, or proceedings caused by
5 actual negligence of Indemnitees; however, any actual negligence of Indemnitees will only affect the duty
6 to indemnify for the specific act found to be negligence, and will not preclude a duty to indemnify for any
7 act or omission of CONSULTANT.
- 8 3. CONSULTANT shall defend and pay, at its sole expense, all costs and fees, including but not limited to
9 attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or
10 proceedings based or alleged to be based on any act or omission of CONSULTANT arising out of or from
11 the performance of services under this contract. The duty to defend applies to any alleged or actual
12 negligence, recklessness, willful misconduct, error or omission of CONSULTANT. The duty to defend
13 shall apply whether or not CONSULTANT is a party to the lawsuit, and shall apply whether or not
14 CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if
15 Indemnitees are alleged or found to be actively negligent, unless the act or omission at issue was caused
16 by the sole active negligence of Indemnitees.
- 17 4. The specified insurance provisions and limits required in this contract shall in no way limit or circumscribe
18 CONSULTANT'S obligations to indemnify and hold harmless Indemnitees from third party claims.
- 19 5. In the event there is conflict between the indemnity and defense provisions and California Civil Code
20 Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil
21 Code sections 2782 and 2782.8.

22 **H. Quality Control**

23 CONSULTANT shall implement and maintain the following quality control procedures during the
24 preparation of the data, reports, and documents relating to PROJECT. CONSULTANT shall have a
25 quality control plan in effect during the entire time services are being performed under this contract. The
26 plan shall establish a process whereby calculations are independently checked, reports checked,
27 corrected and back-checked, and all job related correspondence and memoranda routed and received by
28 affected persons and then bound in appropriate job files. Where several drawings show different work in
29 the same area, means shall be provided to avoid conflicts and misalignment in both new and existing

1 improvements. Evidence that the quality control plan is functional may be requested by the COUNTY
2 PROJECT MANAGER. All data, calculations, documents and other items submitted to the COUNTY
3 PROJECT MANAGER for review shall be marked clearly as being fully checked and that the preparation
4 of the material followed the quality control plan established for the work.

5 **I. Extra Work**

- 6 1. In the event that COUNTY directs CONSULTANT to provide services constituting Extra Work, COUNTY
7 shall provide extra compensation to the CONSULTANT. Allowable compensation for approved extra
8 work will be based on the provisions of Exhibit A, Budget, which is attached hereto and incorporated
9 herein by reference.
- 10 2. An amendment to this Agreement providing for such compensation for Extra Work shall be issued by
11 COUNTY to CONSULTANT. Such Amendment shall not be effective until executed by both Parties.
- 12 3. CONSULTANT shall not perform Extra Work until receiving written authorization from the COUNTY
13 PROJECT MANAGER.

14 **J. Disputes**

- 15 1. In the event CONSULTANT considers any work demanded of him to be outside the requirements of this
16 Agreement, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall
17 promptly upon receipt of such order, instruction or decision, ask for a written confirmation of the same
18 whereupon he shall proceed without delay to perform the work or to conform to the order, instruction, or
19 decision; but unless CONSULTANT finds such order, instruction, or decision satisfactory, he shall within
20 20 days after receipt of same, file a written protest with COUNTY stating clearly and in detail his
21 objections and reasons therefore. Except for such protests or objections as are made of record in the
22 manner specified and within the time stated herein, and except for such instances where the basis of a
23 protest could not reasonably have been foreseen by CONSULTANT within the time limit specified for
24 protest, CONSULTANT hereby waives all grounds for protests or objections to the orders, instruction, or
25 decisions of COUNTY and hereby agrees that, as to all matters not included in such protests, the orders,
26 instructions and decisions of COUNTY will be limited to matters properly falling within COUNTY's
27 authority.
- 28 2. Any controversy or claim arising out of or relating to this Agreement which cannot be resolved by mutual
29 agreement may be settled by mediation or arbitration, provided that the Parties mutually agree to submit

1 to mediation or arbitration.

- 2 3. Neither the pendency of a dispute nor its consideration by arbitration will excuse CONSULTANT from full
3 and timely performance in accordance with the terms of the contract.

4 **K. Termination Without Cause**

- 5 1. COUNTY reserves the right to terminate this contract at COUNTY's discretion and without cause, upon
6 thirty (30) calendar days written notice to CONSULTANT.
- 7 2. In the event of termination of the Agreement, upon demand, CONSULTANT shall deliver to COUNTY all
8 field notes, surveys, studies, reports, plans, drawings, specifications, and all other materials and
9 documents prepared by or provided to CONSULTANT in the performance of this contract. All such
10 documents and materials shall be property of COUNTY.
- 11 3. In the event that this contract is terminated, CONSULTANT is entitled to full payment for all services
12 performed in accordance with the terms of this Agreement up to the time written notice of contract
13 cancellation is received by CONSULTANT. Payment shall be made for services performed to date based
14 upon the percentage ratio that the basic services performed bear to the services contracted for, less
15 payments made to date; plus any amount for authorized, but unpaid, extra work performed and costs
16 incurred.

17 **L. Termination for Lack of Performance**

18 COUNTY may terminate this contract and be relieved of the payment of any consideration to
19 CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in
20 the manner herein provided. In the event of such termination, COUNTY may proceed with the work in
21 any manner deemed proper by COUNTY. In such event, CONSULTANT shall be paid only for work
22 completed and delivered to COUNTY in a timely and successful manner.

23 **M. Insurance**

24 Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the COUNTY harmless,
25 CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the
26 following insurance coverage's during the term of this Agreement. As respects to the insurance section only,
27 the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and
28 Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed
29 officials, agents or representatives as Additional Insureds.

1 1. Workers' Compensation:

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

7 2. Commercial General Liability:

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

15 3. Vehicle Liability:

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

21 4. Professional Liability

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

1 continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will
2 continue as long as the law allows.

3 5. General Insurance Provisions - All lines:

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

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

16 c. CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish the County of Riverside
17 with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of
18 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing
19 by the County Risk Manager, provide original Certified copies of policies including all Endorsements
20 and all attachments thereto, showing such insurance is in full force and effect. Further, said
21 Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty
22 (30) days written notice shall be given to the County of Riverside prior to any material modification,
23 cancellation, expiration or reduction in coverage of such insurance. In the event of a material
24 modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate
25 forthwith, unless the County of Riverside receives, prior to such effective date, another properly
26 executed original Certificate of Insurance and original copies of endorsements or certified original
27 policies, including all endorsements and attachments thereto evidencing coverage's set forth herein
28 and the insurance required herein is in full force and effect. CONSULTANT shall not commence
29 operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified

1 original copies of endorsements and if requested, certified original policies of insurance including all
2 endorsements and any and all other attachments as required in this Section. An individual authorized
3 by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and
4 the Certificate of Insurance.

- 5 d. It is understood and agreed to by the parties hereto that the CONSULTANT'S insurance shall be
6 construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured
7 retention's or self-insured programs shall not be construed as contributory.
- 8 e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope
9 of services; or, there is a material change in the equipment to be used in the performance of the
10 scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5)
11 years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of
12 liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the
13 amount or type of insurance carried by the CONSULTANT has become inadequate.
- 14 f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of
15 subconsultants working under this Agreement.
- 16 g. The insurance requirements contained in this Agreement may be met with a program(s) of self-
17 insurance acceptable to the COUNTY.
- 18 h. CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that
19 may give rise to a claim arising from the performance of this Agreement.

20 **N. Conflict of Interest**

21 CONSULTANT warrants, by execution of this Agreement, that no person or selling agency has been
22 employed or retained to solicit or secure this contract upon an agreement or understanding for a
23 commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide
24 established commercial or selling agencies maintained by CONSULTANT for the purpose of securing
25 business. For breach or violation of this warranty, COUNTY has the right to annul this Agreement without
26 liability, pay only for the value of the work actually performed, or in its discretion to deduct from the
27 contract price or consideration, or otherwise recover, the full amount of such commission, percentage,
28 brokerage, or contingent fee. CONSULTANT may be requested to complete a Conflict of Interest
29 Statement prior to, during, or after execution of this contract. CONSULTANT understands that as a

1 condition of this contract CONSULTANT agrees to complete the Conflict of Interest Statement when
2 requested to do so by COUNTY.

3 **O. Legal Compliance**

4 CONSULTANT shall comply with all Federal, State and local laws, statutes, ordinances, rules and
5 regulations, and the orders and decrees of any courts or administrative bodies or tribunals currently in
6 effect and in any manner affecting the performance under this contract, including, without limitation,
7 workers' compensation laws and licensing and regulations.

8 **P. Nondiscrimination**

- 9 1. During the performance of this Agreement, CONSULTANT and its Subcontractors shall not act unlawfully
10 against any employee or applicant for employment because of race, religion, color, national origin,
11 ancestry, physical handicap, medical condition, marital status, age or sex. CONSULTANT and
12 Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government
13 Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California
14 Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment
15 and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of
16 Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by
17 reference and made a part hereof as if set forth in full. CONSULTANT and its Subcontractors shall give
18 written notice of their obligations under this clause to labor organizations with which they have a collective
19 bargaining or other agreement.
- 20 2. CONSULTANT will provide all information and reports required by the Regulations, or orders and
21 instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources
22 of information, and its facilities as may be determined by COUNTY to be pertinent to ascertain
23 compliance with such Regulations, orders and instructions. Where any information required of
24 CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information,
25 CONSULTANT shall so certify to COUNTY, and shall set forth what efforts he has made to obtain the
26 information.
- 27 3. In the event of CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract,
28 COUNTY shall impose such contract sanctions as it determines to be appropriate, including, but not
29 limited to:

- 1 • Withholding of payments to CONSULTANT under the contract until CONSULTANT complies;
 - 2 • Cancellation, termination, or suspension of the contract in whole or in part.
- 3 4. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all
- 4 subcontracts to perform work under this contract.
- 5 5. CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49
- 6 CFR 21 through Appendix H and 23 CFR 710.405(b) are applicable to this contract by reference.

7 **Q. Labor Code and Prevailing Wages**

- 8 1. Certain Classifications of Labor under this contract may be subject to prevailing wage requirements.
- 9 2. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with
- 10 Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here
- 11 set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination,
- 12 penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's
- 13 compensation insurance and directly effect the method of prosecution of the work by CONSULTANT and
- 14 subject it under certain conditions to penalties and forfeitures. Execution of the contract by the parties
- 15 constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are
- 16 required to stipulate as to by the provisions of said Chapter 1, constitutes CONSULTANT'S certification
- 17 that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes
- 18 CONSULTANT'S certification as follows: "I am aware of the provisions of Section 3700 of the California
- 19 Labor Code which require every employer to be insured against liability for worker's compensation or to
- 20 undertake self-insurance in accordance with the provisions of that Code, and I will comply with such
- 21 provisions before commencing the performance of the work of this contract."
- 22 3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem
- 23 wages applicable to the work, and for holiday and overtime work, including employer payments for health
- 24 and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have
- 25 been determined by the Director of the California Department of Industrial Relations. These wages are
- 26 available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>.

27 **R. Review and Inspection**

28 CONSULTANT and any Subcontractors shall permit COUNTY to review and inspect PROJECT activities

29 including review and inspection on a daily basis, if requested.

1 **S. Record Retention / Audits**

- 2 1. CONSULTANT, Subcontractors, and COUNTY shall maintain all books, documents, papers, accounting
3 records, and other evidence pertaining to the performance of the contract, but not limited to, the costs of
4 administering the contract. All parties shall make such materials available at their respective offices at all
5 reasonable times during the contract period and for ten years from the date of final payment under the
6 contract or ten years from project closeout, whichever is later.
- 7 2. COUNTY, the State Auditor General, or any duly authorized representative of the State Government shall
8 have access to any books, records, and documents of CONSULTANT that are pertinent to the contract
9 for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

10 **T. Ownership of Data**

11 Ownership and title to all reports, documents, plans, specifications, and estimates produced as part of
12 this contract will automatically be vested in COUNTY and no further agreement will be necessary to
13 transfer ownership to COUNTY.

14 **U. Confidentiality of Data**

- 15 1. All financial, statistical, personal, technical or other data and information which is designated confidential
16 by COUNTY, and made available to CONSULTANT in order to carry out this contract, shall be protected
17 by CONSULTANT from unauthorized use and disclosure.
- 18 2. Permission to disclose information on one occasion for a public hearing held by COUNTY relating to the
19 contract shall not authorize CONSULTANT to further disclose such information or disseminate the same
20 on any other occasion.
- 21 3. CONSULTANT shall not comment publicly to the press or any other media regarding the contract,
22 including COUNTY actions regarding this contract. Communication shall be limited to COUNTY, or
23 CONSULTANT'S staff that are involved with the project, unless CONSULTANT shall be requested by
24 COUNTY to attend a public hearing or respond to questions from a Legislative committee.
- 25 4. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and
26 nondisclosure of the same.
- 27 5. CONSULTANT shall not issue any news release or public relations item of any nature whatsoever
28 regarding work performed or to be performed under this contract without prior review of the contents
29 thereof by COUNTY and receipt of COUNTY's written permission.

1 **V. Funding Requirements**

- 2 1. All obligations of COUNTY are subject to appropriation of resources by various Federal, State and local
3 agencies.
- 4 2. This contract is valid and enforceable only if sufficient funds are made available to COUNTY for the
5 purpose of this PROJECT. In addition, this contract is subject to any additional restrictions, limitations,
6 conditions or any statute enacted by Congress, State Legislature or COUNTY that may affect the
7 provisions, terms or funding of this contract in any manner.
- 8 3. It is mutually agreed that if sufficient funds for the program are not appropriated, this contract will be
9 amended or terminated to reflect any reduction in funds.

10 **ARTICLE V • PERFORMANCE**

11 **A. Performance Period**

- 12 1. This Agreement shall begin upon notification to proceed by the COUNTY PROJECT MANAGER. Unless
13 terminated or otherwise cancelled as permitted herein, the term of this Agreement shall be: 1200
14 calendar days.
- 15 2. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until
16 the proposed contract is fully executed and approved by COUNTY.
- 17 3. CONSULTANT shall perform PROJECT services in accordance with the provisions set forth in Exhibit A,
18 Schedule of Services, which is attached hereto and incorporated herein by reference.
- 19 4. Where CONSULTANT is required to prepare and submit studies, reports, plans, etc., to COUNTY, these
20 shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to offer comments
21 prior to final submission.
- 22 5. When COUNTY determines that CONSULTANT has satisfactorily completed the PROJECT services,
23 COUNTY may give CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall not incur
24 any further costs hereunder unless so specified in the Notice of Final Acceptance. CONSULTANT may
25 request a Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all
26 covenants as stipulated in this contract.
- 27 6. Time is of the essence in this contract.

28 **B. Time Extensions**

- 29 1. Any delay in providing PROJECT services required by this contract occasioned by causes beyond the

1 control and not due to the fault or negligence of CONSULTANT, shall be the reason for granting an
2 extension of time for the completion of the aforesaid work. When such delay occurs, CONSULTANT shall
3 promptly notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall
4 ascertain the facts and the extent of the delay and grant an extension of time for the completion of the
5 work when, in COUNTY's judgment, their findings of fact justify such an extension of time.

- 6 2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not
7 intended to deny CONSULTANT its' civil legal remedies in the event of a dispute.

8 **C. Reporting Progress**

- 9 1. As part of the monthly invoice CONSULTANT shall submit a progress report in accordance to COUNTY.
10 Progress Reports shall indicate the progress achieved during the previous month in relation to the
11 Schedule of Services. Submission of such progress report by CONSULTANT shall be a condition
12 precedent to receipt of payment from COUNTY for each monthly invoice submitted.
- 13 2. To ensure understanding and performance of the contract objectives, meetings between COUNTY, and
14 CONSULTANT shall be held as often as deemed necessary. All work objectives, CONSULTANT'S work
15 schedule, the terms of the contract and any other related issues will be discussed and/or resolved.
16 CONSULTANT shall keep minutes of meetings and distribute copies of minutes as appropriate.

17 **D. Evaluation of CONSULTANT**

18 CONSULTANT'S performance will be evaluated by COUNTY for future reference.

19 **ARTICLE VI • COMPENSATION**

20 **A. Work Authorization**

21 CONSULTANT shall not commence performance of any work or project services until so directed by the
22 County Project Manager. No payment will be made prior to approval of this contract.

23 **B. Basis of Compensation**

- 24 1. PROJECT services as provided under this contract and as described in the Scope of Services, shall be
25 compensated for as defined in Exhibit B, Budget, which is attached hereto and incorporated herein by
26 reference. The total amount of the contract is not to exceed \$446,810.00 and inclusive of reimbursable
27 expenses.

28 If a contingency budget is provided, COUNTY shall hold such contingency in reserve for unforeseen Extra
29 Work that may arise during the performance of this agreement. Contingency budget shall only be used at

1 the discretion of the COUNTY PROJECT MANAGER, and with prior written authorization by the COUNTY
2 PROJECT MANAGER.

3 No additional compensation for Extra Work will be paid except upon the issuance of an Extra Work Order
4 by COUNTY.

- 5 2. Prior authorization in writing by the COUNTY PROJECT MANAGER will be required before
6 CONSULTANT enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies,
7 equipment or consultant services. CONSULTANT shall provide an evaluation of the necessity or
8 desirability of incurring such costs.
- 9 3. For purchase of any item, service or consulting work not covered in CONSULTANT'S proposal and
10 exceeding \$500, with prior authorization by the COUNTY PROJECT MANAGER, three competitive
11 quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.
- 12 4. Any equipment purchased as a result of this contract is subjected to the following: CONSULTANT shall
13 maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a
14 useful life of at least two years and an acquisition cost of \$500 or more. If the purchased equipment
15 needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit. At the
16 conclusion of the contract or if the contract is terminated, CONSULTANT may either keep the equipment
17 and credit COUNTY in an amount equal to its fair market value or sell such equipment at the best price
18 obtainable at a public or private sale in accordance with established COUNTY procedures and credit
19 COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair
20 market value shall be determined, at CONSULTANT'S expense, on the basis of a competent independent
21 appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by
22 COUNTY, and CONSULTANT. If it is determined to sell the equipment, the terms and conditions of such
23 sale must be approved in advance by COUNTY and AGENCIES.
- 24 5. The consideration to be paid CONSULTANT, as provided herein, shall be in compensation for all of
25 CONSULTANT'S expenses incurred in the performance hereof, including travel and per diem, unless
26 otherwise expressly so provided.
- 27 6. In the event of errors or omissions in the plans for PROJECT, CONSULTANT shall perform the necessary
28 design services required to correct such errors and omissions without additional charge to COUNTY.
- 29 7. CONSULTANT shall be responsible for compliance with Government Code section 7550, if the total cost

1 of the Agreement is over Five Thousand Dollars (\$5,000).

2 **C. Progress Payments**

- 3 1. CONSULTANT shall submit monthly invoices for PROJECT Services in accordance with Exhibit B and
4 Exhibit C, Budget.
- 5 2. CONSULTANT shall submit an invoice each month for PROJECT services performed during the
6 preceding month. Invoices shall be submitted to the COUNTY PROJECT MANAGER and shall be
7 included with a Progress Report covering the same period as the submitted invoice.
- 8 3. Progress payments will be based on PROJECT services provided and actual costs incurred. Payments
9 made prior to the completion of each phase will not exceed the amount allowed in CONSULTANT'S cost
10 proposal for the completion of that phase and prior phases, unless approved in writing by the COUNTY
11 PROJECT MANAGER..
- 12 4. Progress payments will be made as promptly as fiscal procedures will permit upon receipt by the
13 COUNTY PROJECT MANAGER of itemized invoices.

14 **ARTICLE VII • GENERAL TERMS**

15 **A. Law, Venue**

- 16 1. This Agreement has been executed and delivered in the State of California and the validity, enforceability
17 and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws
18 of the State of California.
- 19 2. The County of Riverside shall be the venue for any action or proceeding that may be brought or arise out
20 of, in connection with, or by reason of this Agreement.

21 **B. Severability**

22 If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to
23 be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect
24 and shall in no way be affected, impaired or invalidated thereby.

25 **C. Waiver**

26 Neither the COUNTY'S review, approval of, nor payment for, any of the services required under this
27 Agreement shall be construed to operate as a waiver of any rights under this Agreement, and
28 CONSULTANT shall remain liable to the COUNTY in accordance with this Agreement for all damages to the
29 COUNTY caused by CONSULTANT'S failure to perform any of the services furnished under this Agreement

1 to the standard of care of the CONSULTANT for its services, which shall be, at a minimum high standard of
2 care for master planning detention facilities.

3 **D. Review of Terms**

4 Each Party warrants that it has had the opportunity to consult counsel and understands the terms of this
5 Agreement and the consequences of executing it. In addition, each Party acknowledges that the drafting of
6 this Agreement was the product of negotiation, that no party is the sole author of this Agreement, and that
7 this Agreement shall not be construed against any party as the drafter of this Agreement.

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ARTICLE VIII • APPROVALS

COUNTY Approvals

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

By Marsha L. Victor Dated: 5-11-15

APPROVAL BY THE BOARD OF SUPERVISORS

Marion Ashley Dated: JUN 16 2015

MARION ASHLEY
PRINTED NAME
Chairman, Riverside County Board of Supervisors

ATTEST:

Kecia Harper-Ihem Dated: JUN 16 2015

KECIA HARPER-IHEM
Clerk of the Board (SEAL)

CONSULTANT Approvals

CONSULTANT:

Labor Compliance Providers, Inc. (LCPI)

James Reed Dated: 4/20/15

James Reed
PRINTED NAME

Administrator
TITLE

CONSULTANT:

_____ Dated: _____

PRINTED NAME

TITLE

Labor Compliance Monitoring

SCOPE OF SERVICES

For the
East County Detention Center Project

Submitted to:



LABOR COMPLIANCE PROVIDERS, INC.
1168 East La Cadena Dr., #201
Riverside, CA 92507
Phone: (951) 686-3482 • Fax: (951) 346-0545
WWW.MYLCP.ORG

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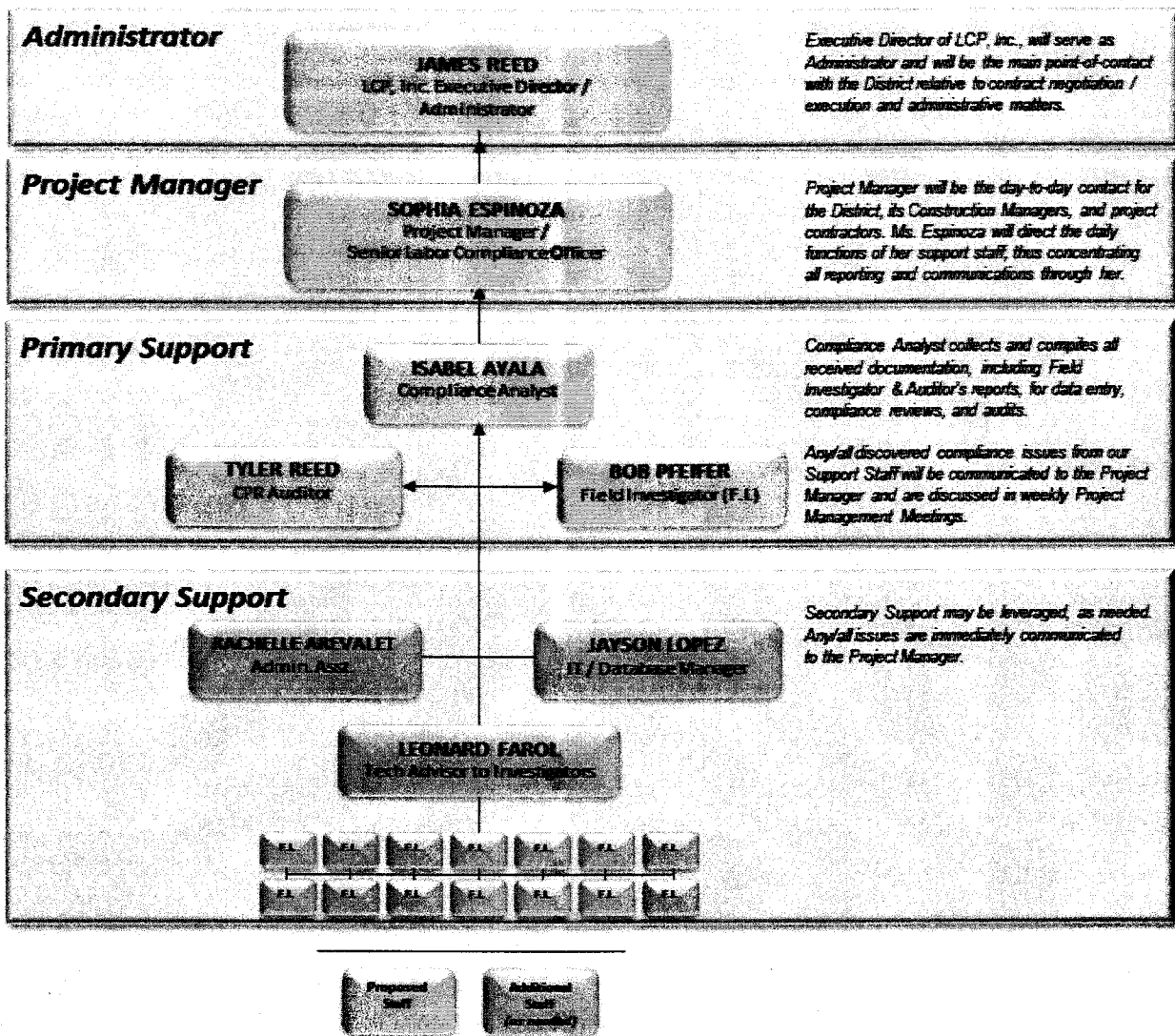
ARTICLE 1 DESIGNATED CONTACTS & FIRM INTRODUCTION

■ ORGANIZATION CHART & DESIGNATED CONTACTS

Staffing for LCP, Inc. is provided under an agreement by its parent corporation. Below is an organization chart showing functions, positions, and titles of all professionals in the organization. The key personnel, orange highlights, are those that LCP, Inc. anticipates will have primary contract responsibility and be directly involved in providing labor compliance services to the Riverside County EDA. Should additional assistance be required beyond the personnel listed below, additional staff resources from the rest of the organization (blue highlighted staff) may be leveraged as needed. LCP, Inc. does not intend to utilize any other firms/sub-consultants.

LCP, Inc. proposes the following key staff to manage compliance services on behalf of the Riverside County EDA:

STAFF
- James Reed , Administrator / Labor Compliance Officer, will be the main point-of-contact with the EDA relative to contract negotiation / execution and administrative matters.
- Sophia E. Ramirez , Project Manager / Senior Compliance Officer, will be the day-to-day contact for the EDA and project contractors. She will direct the daily functions of her support staff, thus concentrating all reporting and communications through her.
- Isabel A. Magallanez , Compliance Analyst, will collect and compile all received documentation including Field Investigator and Auditor's reports for data entry, compliance reviews, and audits.
- David Venturina & Armando Rivas , Field Investigators, will conduct on-site worker interviews to ensure workers are being correctly compensated for the scope of work performed.
- Tyler Reed , Auditor, dedicated to reviewing certified payrolls, fringe benefit and training reports to ensure compliance with prevailing wage payments.



■ **HISTORY OF THE FIRM**

Labor Compliance Providers, Inc. (LCP, Inc.) is a California corporation that was established in 2003 for the purpose of monitoring and enforcing prevailing wage compliance upon public works and State/Federal grant-funded projects. Our parent corporation has been monitoring labor compliance on public works contracts throughout California since 1988. As an organization, our labor compliance wage assessments have accounted for nearly half of the State of California's Division of Labor Standards & Enforcement total Civil Wage & Penalty Assessments in 2009 & 2010. LCP, Inc. has the distinguished reputation of being the first consultancy in the State of California (under Labor Code §1771.7) to receive an "approved" status for a Labor Compliance Program ("LCP") by the California Department of Industrial Relations (State LCP ID number: 2002-00001). Since the DIR revoked all third-party LCPs, our firm has had a 100% success rate in submitting Public Agency LCP applications and receiving approval of those LCPs by the DIR. LCP, Inc. and the staff that will be dedicated to the Riverside County EDA's projects are undoubtedly the most diverse and knowledgeable individuals in the field of construction and labor / prevailing wage compliance. Our knowledge and experience in knowing craft jurisdictions, construction processes, inner workings of an

apprenticeship program, Labor Codes, Contract Codes, and Davis-Bacon Act requirements—coupled with our knowledge of the proper application of State prevailing wages upon grant-funded projects in California—will ensure successful project compliance for the Riverside County EDA's construction project(s).

■ SIZE OF THE FIRM, OFFICE LOCATIONS, AND STAFF

As shown on page 8 of this proposal, our organization of 22 staff resources may be leveraged as needed. Our organization maintains five (5) offices throughout California. Our local (Riverside) Office makes us a phone-call away from being able to quickly respond to your requests for on-site support and compliance monitoring. Our neighboring office location not only provides quick responsiveness and easy accessibility for monitoring the project, but it also saves the Riverside County EDA (EDA) in associated travel costs.

Staff Expertise & Established Professional Relationships

LCP, Inc. maintains a staff of professionals that have over two decades of experience in monitoring & enforcing labor compliance upon public works projects. The staff at LCP, Inc. has demonstrated experience providing technical assistance to agency staff on prevailing wage rules having managed prevailing wage compliance on 100's of public works projects. *Brief resumes outlining staff experience are provided in section 2.* In this capacity we have worked closely with the various State and Federal agencies that enforce the prevailing wage and/or Davis-Bacon laws, including the DIR, California Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and the Federal Department of Labor.

The EDA will benefit from LCP, Inc.'s close relationships and years of dealings with leaders in the field of compliance / enforcement. The staff at LCP, Inc. enjoys the respect of the State Labor Commissioner and Federal enforcement agents, lawmakers, organized labor, and the contracting community. In fact, our parent corporation provides annual conferences on prevailing wage monitoring and enforcement techniques that are attended by 100's of labor compliance professionals. Due to our expertise, reputation, and established relationships, our professional colleagues speak/present on prevailing wage compliance enforcement issues at these conferences. Our reputable contacts include (but are not limited to) the: California Labor Commissioner, Director of and members of the Labor Commissioner's Legal Unit, Director of the DIR, Regional Manager for the Division of Labor Standards Enforcement, Department of Labor Wage/Enforcement Officers, Director of the Division of Apprenticeship Standards, and many more.

■ BRIEF DESCRIPTION OF FIRM'S QUALIFICATIONS & EXPERIENCE

The staff at LCP, Inc. has worked for numerous public agencies—on tiny modernization projects to multi-billion dollar public works projects of significance. We have complete knowledge & specific experience with all aspects of Federal and State prevailing wage compliance requirements. Our specific experience relative to our proposed scope of work is further described under "Section 3—Scope / Approach to Performing Required Services"

Our years of experience have allowed us to hone our operational processes to be streamlined and systematic, which allow each project we're monitoring to receive an equal amount of review and scrutiny. The secret to our success rests upon our proprietary "Audit Methodology Checklist" system (further discussed in Section 3 of this proposal--Scope, Task 2), effective project management and forging collaborative partnerships with our client & project contractors. Crucial to the success of our services is keeping the EDA and the project contractors informed of all activities carried out by LCP, Inc. Our regular Monthly Compliance Reports will enable members of the Riverside County EDA and project contractor

staff to quickly understand the level of compliance/non-compliance on any particular project. Our approach to assuring audits and issues are quickly resolved entails maintenance of an Issues Tracking Log and holding weekly internal project management meetings where we discuss open action items and assign staff follow-up tasks to bring closure to issues. These communication strategies are central to effectively managing multiple public works contracts simultaneously.

■ WORK EXPERIENCE

Our staff experience relative to the proposed scope of work is extensive. The EDA will benefit from LCP, Inc.'s recent experience in providing labor compliance monitoring services on a similar project (in size and scope). LCP, Inc. is currently completing our services for the County of San Bernardino's Adelanto Detention Center, a 3 year, \$90+ million detention center expansion project. LCP, Inc. has forged professional working relationships with the numerous contractors that performed specialized services for the detention center project. Over the course of the project, we have identified and remediated numerous prevailing wage law violations that have recouped thousands of dollars in penalties payable to the County of San Bernardino for contractor infractions. Relevant project experience was provided in our original response to the RFP, which detailed our vast relevant work experience.

ARTICLE 2 PROJECT DEFINITION / SCOPE OF SERVICES

The Riverside County EDA desires to provide for the efficient and orderly development of the East County Detention Center. Such development requires labor compliance monitoring services. LCP, Inc. proposes to furnish all technical and professional services including labor, material, equipment, transportation, supervision, and expertise to fully and adequately perform and complete the covenants set forth in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by reference. All services and deliverables associated with the performance and accomplishment of the covenants described in the Scope of Services is hereinafter collectively referred to as the "PROJECT".

■ SCOPE OF SERVICES

The following represents, but is not limited to, a summarized listing of LCP, Inc.'s proposed scope of services (complete Scope identified in original RFP 'proposal response) that will be provided to the EDA for ensuring contractor compliance with State prevailing wage and apprenticeship requirements.

TASK 1: PROJECT COORDINATION, PRE-BID, PRE-CONSTRUCTION, & PROGRESS MEETINGS

1.1 Project Coordination, Pre-Con Meeting:

- LCP, Inc.'s Project Manager will coordinate with the EDA Team at a project kick-off meeting to discuss project specifics, construction schedule, and for coordinating the labor compliance presentation segment at the project's job start meetings.
- LCP, Inc. will prepare or obtain all necessary labor compliance documentation for distribution pre-bid/pre-con meetings.
- Explain the prevailing wage requirements; how to apply the appropriate prevailing wage determinations; overtime, fringe benefits and apprentice/trainee requirements; discuss our role in conducting on-site visits / worker interviews; and will sign-off on the Labor Law Checklist.



TASK 2: MONITOR & REVIEW OF CONTRACTORS' PAYROLLS & RELATED DOCUMENTS

2.1 Document receipt & data entry:

- LCP, Inc. will require each Project contractor to submit copies of Certified Payroll Records and related labor compliance documentation on a frequency defined by the LCP Document Submittal Schedule (which is distributed to contractors at the Pre-Con Meeting).
- All received documentation to be inputted into our proprietary data base system for record keeping & auditing purposes.
- Missing documents will be requested monthly from all project contractors via mass fax/email to encourage their prompt submittal of outstanding documentation.

2.2 Conduct audits upon each Certified Payroll Record and trust fund reports:

- Review every received CPR and will confirm proof of payment of trust fund/training fund contributions.
- All CPRs will be reviewed and compared against the project-applicable prevailing wage sheets for compliance in accordance with LCP, Inc.'s proprietary *Audit Methodology System* described below.
- Upon discovery of any apparent discrepancies, LCP, Inc. will send letters to the contractors to clarify inaccuracies and effectuate compliance.

2.3 Ensure each project consistently receives complete prevailing wage compliance monitoring:

- LCP, Inc.'s proprietary *Audit Methodology System* contains all the levels of monitoring that should take place to ensure compliance of all contractors performing on the project.

2.4 Monitor Contractor's Compliance with Apprenticeship Requirements:

- LCP, Inc. will monitor and enforce whether contractors comply with apprenticeship provisions of State statute.



2.5 Payment Confirmations:

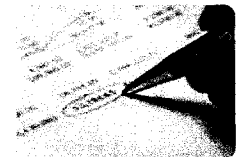
- In accordance with California Code of Regulations §16432(c), we will undertake random confirmation of payment of prevailing wages.

TASK 3: SITE MONITORING & CONDUCTING WORKER INTERVIEWS

- LCP, Inc.'s Field Investigator will conduct job-site inspections & random worker interviews to determine if workers are being paid prevailing wages for the type of work being performed.

TASK 4: AUDITS & INVESTIGATIONS

- Upon discovery of an apparent contractor underpayment, non-payment of wages, or other labor related issues, our labor compliance team will initiate a formal investigation.
- All wage discrepancies will be documented and a restitution demand letter will be sent to the violating contractor with a copy sent to the EDA Team and the prime contractor.
- The audit will provide contractors the opportunity to provide mitigating evidence and recommend appropriate actions to resolve alleged violations. Once wage restitution is submitted by the contractor, our labor compliance team will distribute recovered wages to workers, obtain releases, close out the issue with the contractor, and notify the EDA Team.
- If any audits are escalated to the Notice of Withholding of Contract Payments or Request for Review of Forfeiture stages, LCP, Inc. will assist the EDA Team with collaborating with any State adjudication or governmental agencies in support of responding to compliance issues





and will prepare all necessary and obtainable evidence in support of developing the case.

- During a possible hearing phase, LCP Inc. shall undergo the following support services if requested by EDA: Send the Notice of the Right to Review Evidence and the Request for formal hearing; Represent the EDA Team at hearing; Obtain proof of service and file the necessary documents with the hearing officer; Conduct a pre-settlement hearing (if requested); Work with attorney to issue subpoenas, if necessary; Work with attorney to conduct deposition, if necessary; Attend a pre-hearing conference, if any; Submit a pre-hearing brief; Participate in judicial review

TASK 5: MONTHLY REPORTS

Each month, LCP, Inc. will provide the EDA Team with a **Monthly Compliance Report** containing sufficient data and narrative content to enable evaluation of both progress & problems. The Monthly Report will show each Project contractor's received and missing documentation, whether they have any unresolved wage underpayments, audits, or other compliance issues, and will contain recommendations for progress payments and retention payout.

TASK 6: PROJECT CLOSEOUT

Upon receipt of all outstanding documentation, LCP, Inc. issues a "Project Closeout Letter" that affirms that all project contractors were found to be in compliance (any exceptions are noted) and includes a recommendation for payout of the General Contractor's retention. Shortly after closeout, LCP, Inc. provides our Agency client's with all contractor paperwork in hard copy & soft-copy (scanned) formats for document control / archiving purposes.

ARTICLE 3 COOPERATIVE AGENCIES

LCP, Inc., and its proposed key staff, shall work cooperatively with the Riverside County EDA's staff and construction management consultants.

ARTICLE 4 CONDITIONS

LCP, Inc. agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter individually and collectively referred to as "Indemnitees") from all liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings caused by any alleged or actual negligence, recklessness, willful misconduct, errors or omissions of LCP, Inc., its directors, officers, partners, employees, agents or representatives or any person or organization for whom LCP, Inc. is responsible, arising out of or from the performance of services under this Agreement. To the extent a loss, suit, claim, demand, action, or proceeding is based on actual or alleged acts or omissions of LCP, Inc. which are not design professional services, LCP, Inc. shall indemnify Indemnitees whether or not LCP, Inc. is negligent.

Relative to **QUALITY CONTROL**: LCP, Inc. shall have a quality control plan in effect during the entire time services are being performed under this contract. The plan shall establish a process whereby calculations are independently checked, reports checked, corrected and back-checked, and all job related



correspondence and memoranda routed and received by affected persons and then bound in appropriate job files.

Relative to INSURANCES: LCP, Inc. shall procure and maintain or cause to be maintained, at its sole cost and expense, the insurance coverages defined in the "agreement/contract" during the term of this Agreement.

ARTICLE 5 PERFORMANCE

- Phase I construction duration: approx. 30 months
- Transition/Building Occupancy duration: approx. 3 months
- Phase II construction duration: approx. 6 months

ARTICLE 6 COMPENSATION

The "Base Line" fee proposal is what LCP, Inc. will set its budget-control targets upon. These services will contain all the levels of monitoring/enforcement that we referenced in our proposal, just at a conservative intensity. Since this fee does not cover legal costs, any legal services required for enforcement will be billed at a time/materials basis in addition to the fee according to our standard hourly rates referenced in the attached (meaning, extraordinary enforcement services would push us into the Fee #2 cushion described below). An "allowance" of \$50,000.00 for time extension and/or for legal team's assistance with the "Notice of Withhold" hearing process (referrals to the Labor Commissioner's Office/Apprenticeship Violation Case Preparation for Division of Apprenticeship Standards) constitutes our "Not-to-Exceed" fee.

- NOT-TO-EXCEED FEE: \$446,810.00



East County Detention Center (Phase 1 & Phase 2)

Riverside County EDA

Cost Proposal for Labor Compliance Monitoring Services

(Based on 37 month construction term, plus 3 month transitional/closeout; \$248M estimate)

CONFIDENTIAL

Not Subject to the
Public Records Act
Do not disclose to
public

		Administrator	Project Manager	Field Investigator	Payroll Auditor	Admin Asst	Total Hours
		<i>\$125.00</i>	<i>\$95.00</i>	<i>\$60.00</i>	<i>\$60.00</i>	<i>\$35.00</i>	-
1	Project Coordination, Pre-Bid, Pre-Construction, and Progress Meetings	0	96	0	0	30	126
2	Monitor & audit Contractors CPRs & related Documents; Document receipt, data entry, & requests for missing documents; Conduct audits upon each Certified Payroll Record and trust fund reports; Monitor Contractors' Compliance with Apprenticeship Requirements; Audit Methodology Checklist Efforts; Identify potential labor compliance issues & conduct investigations	37	1036	75	3515	518	5181
3	Job-Site Reviews & Worker Interviews/Verify Interview Against Submitted Payrolls	0	0	264	0	37	301
4	Prepare Monthly Reports on Status of Labor Compliance Documents	0	80	0	0	40	120
5	LCP State Website Monitoring, Annual Reporting, and LCP Application Development (If requested)	0	65	0	30	30	125
<i>Admin</i>	Administrative Reviews, Project Management & Staff Assignment Status Meetings	18	73	18	37	37	183
<i>Admin</i>	Project Closeout & Archiving	0	3	0	0	24	27
Sub-Total of Estimated Hours		55.0	1353.0	357.0	3582.0	716.0	6063.0
PROPOSED FEE BASED ON ESTIMATED HOURS		\$6,875	\$128,535	\$21,420	\$214,920	\$25,060	\$396,810
BASE-LINE FEE PROPOSAL FOR 37 MONTH CONSTRUCTION TERM:							\$396,810.00
Allowance (Time Extension, legal services):							\$50,000.00
TOTAL NOT-TO-EXCEED FEE:							\$446,810.00

Labor Compliance Monitoring

SCHEDULE OF SERVICES

For the
East County Detention Center Project

Submitted to:



LABOR COMPLIANCE PROVIDERS, INC.
1168 East La Cadena Dr., #201
Riverside, CA 92507
Phone: (951) 686-3482 • Fax: (951) 346-0545
WWW.MYLCP.ORG

Riverside County EDA - East County Detention Center (Phase 1 & Phase 2)
SCHEDULE OF SERVICES PROJECTION - LABOR COMPLIANCE MONITORING SERVICES

(Based on tentative Phase 1 : 900 day; Transition : 90 day; Phase 2 : 160 day; Final Completion : 30 day term)

MONTH	CALENDAR DAYS	Project Coordination, Pre-Bid, Pre-Construction, and Progress Meetings	Monitor & audit Contractors CPRs & related Documents; Document receipt, data entry, & requests for missing documents; Conduct audits upon each Certified Payroll Record and trust fund reports; Monitor Contractors' Compliance with Apprenticeship Requirements; Audit Methodology Checklist Efforts; Identify potential labor compliance issues & conduct investigations	Job-Site Reviews & Worker Interviews/ Verify Interview Against Submitted Payrolls	Prepare Monthly Reports on Status of Labor Compliance Documents	LCP State Website Monitoring, Annual Reporting, and LCP Application Development (if requested)	Administrative Reviews, Project Management & Staff Assignment Status Meetings	Project Closeout & Archiving
1	30	XXX	XXX	XXX	XXX	XXX	XXX	
2	60		XXX	XXX	XXX	XXX	XXX	
3	90		XXX	XXX	XXX	XXX	XXX	
4	120		XXX	XXX	XXX	XXX	XXX	
5	150		XXX	XXX	XXX	XXX	XXX	
6	180		XXX	XXX	XXX	XXX	XXX	
7	210		XXX	XXX	XXX	XXX	XXX	
8	240		XXX	XXX	XXX	XXX	XXX	
9	270	XXX	XXX	XXX	XXX	XXX	XXX	
10	300		XXX	XXX	XXX	XXX	XXX	
11	330		XXX	XXX	XXX	XXX	XXX	
12	360		XXX	XXX	XXX	XXX	XXX	
13	390		XXX	XXX	XXX	XXX	XXX	
14	420		XXX	XXX	XXX	XXX	XXX	
15	450		XXX	XXX	XXX	XXX	XXX	
16	480		XXX	XXX	XXX	XXX	XXX	
17	510	XXX	XXX	XXX	XXX	XXX	XXX	
18	540		XXX	XXX	XXX	XXX	XXX	
19	570		XXX	XXX	XXX	XXX	XXX	
20	600		XXX	XXX	XXX	XXX	XXX	
21	630		XXX	XXX	XXX	XXX	XXX	
22	660		XXX	XXX	XXX	XXX	XXX	
23	690		XXX	XXX	XXX	XXX	XXX	
24	720		XXX	XXX	XXX	XXX	XXX	
25	750	XXX	XXX	XXX	XXX	XXX	XXX	
26	780		XXX	XXX	XXX	XXX	XXX	
27	810		XXX	XXX	XXX	XXX	XXX	
28	840		XXX	XXX	XXX	XXX	XXX	
29	870		XXX	XXX	XXX	XXX	XXX	XXX
30	900		XXX	XXX	XXX	XXX	XXX	XXX
31			XXX	XXX	XXX	XXX	XXX	
Trans 32			XXX	XXX	XXX	XXX	XXX	
Trans 33	60		XXX	XXX	XXX	XXX	XXX	
Trans	90		XXX	XXX	XXX	XXX	XXX	
34 (P2)		XXX	XXX	XXX	XXX	XXX	XXX	
35 (P2)	60		XXX	XXX	XXX	XXX	XXX	
36 (P2)	90		XXX	XXX	XXX	XXX	XXX	
37 (P2)	120		XXX	XXX	XXX	XXX	XXX	
38 (P2)	150		XXX	XXX	XXX	XXX	XXX	
39 (P2)	160		XXX	XXX	XXX	XXX	XXX	XXX
	Closeout		XXX	XXX	XXX	XXX	XXX	XXX

Labor Compliance Monitoring

BUDGET / CASH FLOW

BILLING PROJECTION

For the

East County Detention Center Project

Submitted to:



LCP Inc.

LABOR COMPLIANCE PROVIDERS

LABOR COMPLIANCE PROVIDERS, INC.

1168 East La Cadena Dr., #201

Riverside, CA 92507

Phone: (951) 686-3482 • Fax: (951) 346-0545

WWW.MYLCP.ORG



LABOR COMPLIANCE PROVIDERS

Riverside County EDA - East County Detention Center (Phase 1 & Phase 2)
CASH FLOW BILLING PROJECTION - LABOR COMPLIANCE MONITORING SERVICES

(Based on tentative Phase 1 : 900 day; Transition : 90 day; Phase 2 : 160 day; Final Completion : 30 day term; \$248M construction valued project)

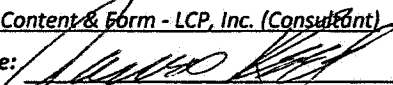
MONTH - CALENDAR DAYS	HOURLY STAFF RATES:	Administrator \$125.00	Project Manager \$95.00	Field Investigators \$60.00	Payroll Auditors \$60.00	Admin Assistants \$35.00	Total Hours	MONTHLY COST PROPOSAL
1	30	7.0	40.0	4.0	30.0	10.0	91.0	\$2,285.00
2	60	0.5	20.0	4.0	30.0	10.0	64.5	\$2,285.00
3	90	1.0	30.0	6.0	40.0	12.0	89.0	\$2,285.00
4	120	1.0	30.0	6.0	50.0	12.0	99.0	\$2,285.00
5	150	1.0	35.0	6.0	60.0	13.0	115.0	\$2,285.00
6	180	1.0	35.0	6.0	65.0	13.0	120.0	\$2,285.00
7	210	1.0	45.0	6.0	75.0	14.0	141.0	\$2,285.00
8	240	1.0	45.0	6.0	85.0	16.0	153.0	\$2,285.00
9	270	1.0	50.0	10.0	100.0	18.0	179.0	\$2,285.00
10	300	1.0	50.0	10.0	110.0	20.0	191.0	\$2,285.00
11	330	1.3	50.0	12.0	120.0	20.0	203.3	\$2,285.00
12	360	1.3	40.0	12.0	160.0	30.0	243.3	\$2,285.00
13	390	1.5	40.0	12.0	180.0	40.0	273.5	\$2,285.00
14	420	1.5	55.0	14.0	210.0	50.0	330.5	\$2,285.00
15	450	2.5	55.0	16.0	220.0	60.0	353.5	\$2,285.00
16	480	1.5	55.0	14.0	210.0	50.0	330.5	\$2,285.00
17	510	1.5	40.0	12.0	190.0	40.0	283.5	\$2,285.00
18	540	1.3	40.0	12.0	170.0	30.0	253.3	\$2,285.00
19	570	1.3	40.0	12.0	160.0	20.0	233.3	\$2,285.00
20	600	1.0	40.0	10.0	150.0	20.0	221.0	\$2,285.00
21	630	1.0	35.0	10.0	130.0	18.0	194.0	\$2,285.00
22	660	1.0	35.0	6.0	120.0	16.0	178.0	\$2,285.00
23	690	1.0	35.0	6.0	110.0	15.0	167.0	\$2,285.00
24	720	1.0	35.0	6.0	105.0	14.0	161.0	\$2,285.00
25	750	1.0	35.0	6.0	100.0	13.0	155.0	\$2,285.00
26	780	1.0	35.0	6.0	90.0	12.0	144.0	\$2,285.00
27	810	1.0	30.0	6.0	80.0	12.0	129.0	\$2,285.00
28	840	1.0	30.0	6.0	70.0	12.0	119.0	\$2,285.00
29	870	1.0	30.0	6.0	70.0	10.0	117.0	\$2,285.00
30	900	1.0	20.0	6.0	60.0	10.0	97.0	\$2,285.00
31	Trans	0.0	6.0	3.0	6.0	2.0	17.0	\$1,180.00
32	Trans	0.0	6.0	3.0	6.0	2.0	17.0	\$1,180.00
33	Trans	0.0	6.0	3.0	6.0	2.0	17.0	\$1,180.00
34 (P2)	60	0.0	20.0	20.0	35.0	7.0	82.0	\$2,285.00
35 (P2)	60	0.0	30.0	20.0	35.0	11.0	96.0	\$2,285.00
36 (P2)	90	0.0	33.0	20.0	48.0	12.0	113.0	\$2,285.00
37 (P2)	120	0.0	45.0	20.0	48.0	12.0	125.0	\$2,285.00
38 (P2)	150	3.0	25.0	10.0	28.0	9.0	75.0	\$2,285.00
39 (P2)	160	6.0	15.0	4.0	8.0	5.0	38.0	\$2,285.00
	Closeout	6.0	12.0	0.0	12.0	24.0	54.0	\$2,285.00
	Sub-Total of Estimated Hours	55.0	1353.0	357.0	3582.0	716.0	6063.0	
	PROPOSED FEE BASED ON ESTIMATED HOURS	\$6,875	\$128,535	\$21,420	\$214,920	\$25,060	\$396,810	\$396,810.00
	BASE LINE "TARGET" FEE PROPOSAL:							\$396,810.00
	ALLOWANCE (Legal Services &/or Term Extensions):							\$50,000.00
	TOTAL CONTRACT NOT-TO-EXCEED:							\$446,810.00

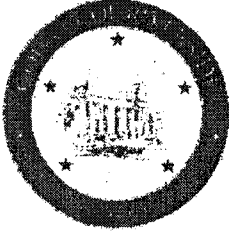
This revised fee proposal of \$396,810.00, effective 2/27/2015, represents a base-line "target" fee, which Labor Compliance Providers, Inc. will honor based on the terms represented by the County EDA that are summarized below:

- Phase 1 Construction Term: 900 calendar days
- Transitional/Operations Start term: 90 calendar days
- Phase 2 Construction Term: 160 calendar days
- Final Completion: 30 calendar days

Pursuant to County approval of the "Allowance" proposed herein: Should the project extend beyond the stipulated terms above, or in the event the County of Riverside EDA should require legal services associated with hearing proceedings required by Labor Code sections 1726, 1742, or 1771.6, all services rendered beyond the "target" fee will be charged against the \$50,000.00 "allowance," on a time and materials basis, at the standard hourly rates noted above (under staff title headings); all billings against the project shall not-exceed a total contract value of \$446,810.00 unless agreed to via addendum by the County EDA and LCP, Inc..

Approved Content & Form - LCP, Inc. (Consultant)

Signature: 
 Name: James Reed
 Title: Administrator
 Date: March 18, 2015



OFFICE OF COUNTY COUNSEL
COUNTY OF RIVERSIDE

3960 ORANGE STREET, SUITE 500
RIVERSIDE, CA 92501-3674
TELEPHONE: 951/955-6300
FAX: 951/955-6322 & 951/955-6363

June 12, 2015

Scott Heil
Varner & Brandt
3750 University Avenue
6th Floor
Riverside, CA 92501-3323

Re: County of Riverside, Economic Development Agency
East County Detention Center, Project No. FM08110000265
Bid Protest – Walsh Construction Company

Dear Mr. Heil:

This office is in receipt of your letter dated June 11, 2015 referenced as a “clarification” of the bid protest letter by Walsh Construction Company submitted May 14, 2015. This letter is issued in response.

Please note that the bid invitation for this project specified that bid protests should be filed with the Clerk of the Board not more than five (5) days following the date of issuance of the Notice of Intent to Award, and should set forth in detail, all grounds for protest, including without limitation, all facts, supporting documentation, legal authorities and argument in support of the grounds for protest.

Your letter provides that the essence of the protest is the failure by Clark Construction Group, LP (“Clark”) to comply with the bidding requirements by failing to list a prequalified Electronic Security Contractor on its Designation of Subcontractors for the Electronic Security work. The County agrees that the bid invitation did state that all general contractors would have to subcontract out the work for the electronic security scope of work due to the County’s limited list of prequalified contractors for that scope of work. It is incorrect that the bid invitation required this subcontract be with a first tier subcontractor and thus had to be listed on the Designation of Subcontractors.

While all sections of the documents have bearing on the interpretation of the whole, we would note the following sections which bear on this question. Section 1.1.35 of the General Conditions defines “Subcontractor” as a person or entity that has a contract to perform any portion of the Work, and includes subcontractors of any and every Tier.

Scott Heil
Varner & Brandt
June 12, 2015
Page 2

Also note Addendum No. 2 item 3.d. referencing minutes issued from the job walk that states "Only those Electronic Security Contractors (ESC) who have been pre-qualified for this project can bid the electronic security Scope of Work for this project."

We reiterate Addendum No. 3 that adds to the specifications section 280500, "Only Electronic Security Contractors who have been pre-qualified for this project may perform electronic security Work described in Division 28 Electronic Safety and Security."

With the concept in mind that the document must be read as a whole, we would additionally note General Condition 1.2.2 that provides all contract documents are to be complementary. If however there are any conflicts, section 1.2.19 provides that the Order of Precedence is:

- .1 Applicable Laws . . .
- .2 Change Orders . . .
- .3 Addenda
- .4 Construction Contract
- .5 Supplementary Conditions
- .6 General Conditions . . ."

Walsh Construction claims that the bid invitation 'mandates' that the Electronic Security Contractor be in direct contract with the general contractor and therefore had to be listed on the Designation of Subcontractors list submitted with the bidding documents. That is not the case. Because the County was concerned about this scope of work, a prequalification process was conducted to ensure that the entity that would perform the work had some specific qualifications. Since none of the prequalified general contractors was on this prequalified list, County pointed out in the bid package that the work would have to be performed under a subcontract by one of the prequalified entities. The statements in the bid invitation **did not mandate** that the work must be subcontracted to a first tier subcontractor. The bid invitation **did not mandate** that the electronic security subcontractor must be listed on the Designation of Subcontractor form submitted with a bid.

The County does not routinely prequalify contractors for particular scopes of work, therefore the County made the extra effort to point out that a subcontract would be required. County did not want there to be an issue with the general contractor thinking they could do this work themselves by directly hiring personnel with what they felt was the necessary qualifications. If the County had wanted to require the work be done by a first tier subcontractor, they could and would have stated that, but that was not the case nor the language used in the bid invitation.

Scott Heil
Varner & Brandt
June 12, 2015
Page3

How a general contractor groups and therefore bids work, and allots that work to subcontractors, is generally considered means and methods that is left up to the contractor. As stated in General Conditions section 1.2.9, the sections in the specifications are not meant to determine or limit how a general contractor divides the work among subcontractors, and therefore, how he calculates or sets up his bid. In this case the County had prequalified contractors to do this specific scope of work, therefore this work had to be subcontracted. There was no mandate however that the work be done by a first tier subcontractor.

You allege that Clark Construction was given an advantage, and somehow that is evidenced by their interlineation of ISI Detention Group DBA Argyle and the lining out of different subcontracting entities. The fact is that every general contractor that bid the project had interlineations on their Designation of Subcontractor form regarding one trade or another. This is a very common occurrence on any sealed bid project where bids are being considered and calculated up to the last minute of bid submission, and may be based on past working relationship, timing of bid submission, or any other consideration a general contractor takes into account in putting together their bid, including economic consideration since it is a low bid situation.

A public entity has a duty to award a contract in accordance with statute and the invitation for bids. This duty runs to the public to ensure honesty and competency, and guard against favoritism, extravagance, fraud, and prevent waste of public funds. "These considerations 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, 1360.

This project already contained some limits on competition, because County had conducted a prequalification process for general contractors and for one specific trade, the performance of the electronic security scope of work. The County had no reason to further limit competition on the project by requiring this work be done by only first tier subcontractors. Therefore such a limit was **not specified**. While Walsh can say they read the bid invitation reference to "subcontract" as equal to "direct, first tier subcontractor", that is clearly not what the document stated. Walsh was free to, and perhaps did, submit one or more of the approximately 500 Request for Clarifications. Walsh reading something into the bid invitation that was not there, is not something the County can control, but that is why there is a Request for Clarification process.

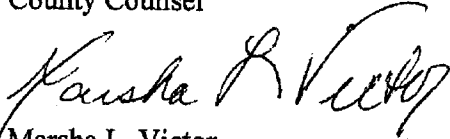
Based on the foregoing, the County intends to proceed with award of this contract to Clark Construction as the lowest responsible and responsive bidder at the Board meeting currently scheduled for June 16, 2015. We again thank Walsh Construction for their interest in this project. The County views competition as good for us and the taxpayers. Of the seven general

Scott Heil
Varner & Brandt
June 12, 2015
Page 4

contractors that prequalified for the bidding process, only four submitted bids. We know that some contractors were involved with other large bids and unfortunately chose not to bid our project.

Sincerely,

GREGORY P. PRIAMOS
County Counsel

A handwritten signature in black ink, appearing to read "Marsha L. Victor". The signature is fluid and cursive, with a large initial "M" and "V".

Marsha L. Victor
Principal Deputy County Counsel

MLV:nh

cc: Rizaldy Baluyot, Project Manager
EDA/PMO



Pillsbury Winthrop Shaw Pittman LLP
Four Embarcadero Center, 22nd Floor | San Francisco, CA 94111-5998 | tel 415 983 1000 | fax 415 983 1200
MAILING ADDRESS P O Box 2824 | San Francisco, CA 94126-2824

John R. Heisse
tel 415.983.1543
john.heisse@pillsburylaw.com

June 15, 2015

VIA EMAIL

Ms. Marsha L. Victor
Principal Deputy County Counsel
Office of County Counsel
County of Riverside
3960 Orange Street, Ste. 500
Riverside, CA 92501-3674

Re: County of Riverside Publics Works Bid for East County Detention
Center

Dear Ms. Victor:

As you know, Pillsbury represents Clark Construction Group-California, L.P. ("Clark"), the successful bidder for the East County Detention Center, Project No. FM08110000265 ("Project").

We have reviewed the June 11, 2015 correspondence from Walsh Construction Company's ("Walsh") counsel, Varner & Brandt LLP to you concerning clarification of Walsh's bid protest on the Project, and offer the following comments for your consideration:

In Walsh's letter, it asserts that based on its reading of select language in the bid package, Clark did not comply with Project bidding requirements because it did not list a prequalified Electronic Security Contractor in its bid documents. Walsh also asserts that this perceived variance from the bid specifications by Clark is a substantial deviation sufficient to render Clark's bid non-responsive, relying on language from *Konica Business Machines U.S.A., Inc. v. Regents of the University of California* (1988) 206 Cal.App. 3d 449. This is incorrect. As set forth below, Clark's bid was responsive and complied with the bidding requirements. Further, even if Walsh's interpretation of the bidding requirements were correct, the deviation alleged

would be insufficient to render Clark's bid non-responsive under the governing caselaw, including *Konica*.

Clark Complied with the Bidding Requirements

In your previous letter of May 22, 2015 responding to Walsh's initial protest letter of May 14, 2015, you correctly noted that "as long as an Electronic Security Contractor who was prequalified for this project *performs* the electronic security Work, the work would be in compliance with the contract documents." In Walsh's most recent letter, Walsh interprets language in the bid package that only prequalified Electronic Security Contractors "are eligible to subcontract . . . to the awarded Bidder (General Contractor)," the Bidder "is required . . . to subcontract only Electronic Security Contractors that have been prequalified by the County" and "the Bidder is required to subcontract with Electronic Security Contractors that are prequalified by County" to mean that the Bidder must directly subcontract with a prequalified Electronic Security Contractor.

This is simply not the case. Had the quoted language meant that the Bidder must directly subcontract with a prequalified Electronic Security Contractor, the County would have inserted the word "directly" before "subcontract" in each of the cited sections. It did not, which leaves the phrase "to subcontract" with no qualifying language.

Other language in the specifications makes it clear that "to subcontract" does not, without more, imply a particular tier. For example, "subcontractor" is defined at Section 1.1.135 as "a person or entity that has a contract to perform a portion of the Work, including without limitation, subcontractors, sub-subcontractors, suppliers, equipment operators, manufactures and vendors, of any and every Tier." (Emphasis added.) Further, language used elsewhere in the bid package clearly refers to a direct subcontractor when that is what is meant. See, for example, Section 5.3.1, which states that "Contractor hereby contingently assigns . . . all of its interest in subcontracts entered into by Contractor with its first-Tier Subcontractors." (Emphasis added.) The interpretation Walsh suggests would render the inclusion of "first-Tier" here and elsewhere superfluous. Further, the specifications define, at Section 1.1.134, the term "Sub-Bidder" as "a person or entity that submits a bid to a Bidder for some portion of the Work that is to be performed by that person or entity acting as a first-Tier Subcontractor." (Emphasis added.) This is precisely the concept Walsh wants the County to apply to the Electronic Security Contractor—yet nowhere in the bid package does it require the Electronic Security Contractor to be a Sub-Bidder.

In sum, the language and intent of the bid package taken as a whole does not support Walsh's argument.

Under the Operative Legal Authority, Any Deviation was Inconsequential

Even if Walsh's interpretation of the bid specifications were correct, the deviation Walsh has alleged by Clark is inconsequential. Walsh has relied exclusively on *Konica Business Machines U.S.A., Inc. v. Regents of the University of California* (1988) 206 Cal.App. 3d 449. We have reviewed *Konica* and determined that the language Walsh has selectively quoted was taken out of context and not applied properly to the facts underlying its protest. In the more recent case of *Ghilotti Construction Co. v. City of Richmond* (1996) 45 Cal.App.4th 897, the court allowed a far more consequential deviation from bid requirements, and considered and rejected the very same arguments Walsh has made concerning *Konica*. *Ghilotti* concerned a road construction project for the City of Richmond. Ghilotti Brothers ("Low Bidder") was low, with a bid of \$2,419,598. Ghilotti Construction Company ("Protestor") was second-lowest at \$2,714,201, some \$294,603 or roughly 12 percent higher. The bid specifications required that the successful bidder self-perform at least 50 percent of the work. Low Bidder's bid reflected that it would only be self-performing approximately 45 percent of the work, and Protestor protested on that ground, arguing that it could have bid \$90,000 lower if it had subcontracted more work. The city awarded the work to Low Bidder on the recommendation of the city manager, who noted (among other things) "the insufficiency of [Protestor's] asserted \$90,000 savings to displace [Low Bidder] as the lowest bidder." *Ghilotti* at 902.

Protestor sought a writ to prevent the city from awarding the contract to Low Bidder. Among the evidence submitted to the trial court (which denied the writ) was a declaration from Low Bidder that "the time pressure on bid submissions was the reason [Low Bidder's] bid was not structured to reflect subcontracting of less than 50 percent of the work on the project" and that "by purchasing \$300,000 in materials and supplies for one subcontractor, [Low Bidder] could show it was performing 55.7 percent of the work as measured by the contract price, without changing the amount of its bid." *Id.* at 902-903.

On appeal, Protestor argued (as Walsh argued in its letter) that "under *Konica*, any deviation from bid specifications having a potential impact on the amount of a bid is consequential and requires the bid to be disqualified, without considering whether the bid was in fact affected by the deviation." *Id.* at 905. According to the *Ghilotti* court, Protestor's "argument distorts . . . the reasoning of the *Konica* court." *Ibid.* The court noted that in *Konica*, "there was no real dispute that [the lowest bidder's] bid would have been higher if it had met the . . . specifications," but that the facts of *Ghilotti* were such that "there was no evidence showing [Low Bidder] would have submitted a higher bid had it complied with the specification restricting the use of subcontractors." *Id.* at 906. The court further found that the city "properly waived the irregularity in the bid as inconsequential" by finding the approximately 5 ½

June 15, 2015

Page 4

percent margin of non-compliance insubstantial, particularly since Low Bidder showed its bid “could be brought into compliance with only slight alterations and without affecting the amount of the bid.” *Id.* at 907.

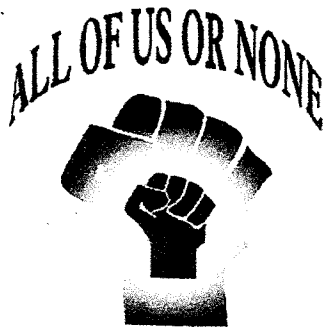
Walsh states that “[b]y listing an Electronic Security Subcontractor not available to any other bidder, Clark clearly gained an unfair competitive advantage by allowing it to make a lower bid than it would have been able to make without the deviation.” But Walsh has offered no support for this statement. Further, listing a first-tier subcontractor that would use a prequalified Electronic Security Subcontractor (which is what Clark did), cannot confer any advantage on Clark—the pricing is still coming from the prequalified entity, with the only apparent difference being apparent addition of a layer of overhead by the first-tier subcontract. Even if there was some unspecified advantage, it simply cannot be credibly stated that any such advantage would make up the more than \$17 million bid difference at issue here. Just as in *Ghilotti*, there is no evidence to show that Clark would have submitted a higher bid had it complied with the specifications as interpreted by Walsh. Clark does not agree with Walsh’s interpretation of the specifications—Clark has complied with them—but even if Walsh’s interpretation were correct, any deviation is inconsequential.

On behalf of Clark, we thank you for your consideration of this letter. Clark looks forward to a successful project with the County.

Best regards,



John R. Heisse
Partner



Riverside All of Us or None

A Project of Starting Over Inc.

114 E 6th Street

Corona CA 92879

Riverside All of US or NONE

951 898 0862 // Fax: 951 284 7889

riversideallofusornone@gmail.com

www.allofusornoneriverside.org

Petition to STOP Jail expansions in Riverside County

Riverside County has sought and secured federal grant funds to begin the construction of a new jail and more jail beds. In addition to matching some of the federal funds Riverside County will also have to use up to 40% of its general use funds to pay the costs of jail expansion. The proposed jail expansion will be at the expense of education, child care, senior services, and several safety net services. That is not the Riverside County we want to live in. We want to build our communities and invest in rehabilitation, re-entry services, affordable housing, the environment, mental health services, and those things that improve the quality of life for all county residents.

We the undersigned are concerned citizens of Riverside County that urge our government officials to act now to oppose all Riverside County jail expansions.

Printed Name	Signature	Address	Comment	Date
Melissa McCluskey		4231 Maplewood Pl.		8/2/14
Lori Brown		5067 Golden Ave	We have limited funds and made the big deal	9/14/14
Terry Byles		92506 2078 Stratford Way		9/14
Benjamin Rangel		3482 Dought Avenue Riverside CA	great	9/14
Lori Raffy		1125 Via Pintada	great thanks	9/14
Emmanuel		7939 Kuyda		9/14
Barbara Wilson		13250 Market APT 235 REV 92501		9/14
Brown, Robert		3912 5 th St. Apt. D Riverside, Ca. 92501		10/10/14
Marcus Bridges		1894 Commerce Center West #304 Sanber Nardino Ca 92408	great	10/10/14

Submitted by Vinny Quarles
 6/16/2015 Item 3-26
 (date)



Riverside All of Us or None

A Project of Starting Over Inc.

114 E 6th Street

Corona CA 928

Riverside All of US or NONE

951 898 0862 // Fax: 951 284 7889

riversideallofusornone@gmail.com

www.allofusornone.org

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We the undersigned are concerned citizens of Riverside County that urge our government officials to act now to oppose all Riverside County jail expansions.

Printed Name	Signature	Address	Comment	Date
Damian Marquez	<i>Damian Marquez</i>	5732 Felgore st Riverside Ca		4-30-15
Sinta Aguilera	<i>Sinta Aguilera</i>	22406 Sherman AVE APT B Moreno Valley CA		4-30-15
Kasey Robinson	<i>Kasey Robinson</i>	11899 Aslan ct. Moreno Valley Ca 92557		4-30-15
RENDA WICKMAN	<i>Renda Wickman</i>	1405 Mills ave Redlands 92373		4/30/15
Heather Hopkins	<i>H. Hopkins</i>	11669 Crane M.V. Ca 92557		4-30-15



Riverside All of Us or None

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 Corona CA 92879
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We the undersigned are concerned citizens of Riverside County that urge our government officials to act now to oppose all Riverside County jail expansions.

Printed Name	Signature	Address	Comment	Date
Marie Payne		366 E 6th St Perris CA 92570	#3 we need more School and less Jail	4/19/15
Margarita Ruiz		223 South Blvd		4-19-15
Ella L. Hogan		21551 Terrace Ave Perris Ca		4-20-15
RENÉE T. WYMS		20190 MOUNT ST PERRIS CA 92570	WE NEED THE MORE Schools	4-20-15
Jackie Theriault		317 E 6th St Perris CA 92570		4-20-15
JAMES SIMS		1771 AMETHYST	Good	4-20-2015
Theodore Gaines		23505 State Highway 941 Perris, California 92570		4-20-15
John Williams		556 E 4 th	We need Kid Power	4/30/15
Ramona Salgado		363 E 6 th St Perris Calif	We need Kid Power	



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Petition to STOP Jail expansions in Riverside County

Riverside County has sought and secured federal grant funds to begin the construction of a new jail and more jail beds. In addition to matching some of the federal funds Riverside County will also have to use up to 40% of its general use funds to pay the costs of jail expansion. The proposed jail expansion will be at the expense of education, child care, senior services, and several safety net services. That is not the Riverside County we want to live in. We want to build our communities and invest in rehabilitation, re-entry services, affordable housing, the environment, mental health services, and those things that improve the quality of life for all county residents.

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Printed Name	Signature	Address	Comment	Date
Devina Contreras	<i>Devina Contreras</i>	23372 Mountain Perris CA	MORE SCHOOL MORE HOUSING MORE COMMUNITIES LESS JAIL	4/30/15
Tonisha Payne	<i>Tonisha Payne</i>	366 E 6th Perris CA 92570	MORE SCHOOL HELP WITH HOUSING	5/25/15
Taniya Stacey	<i>Taniya Stacey</i>	413 South B St Perris CA 92570		5-23-15
James Anderson	<i>James Anderson</i>	21540 Smolett Ave Perris, CA 92571	MORE SCHOOL MORE JOBS	5-23-15
ALVIN SMITH	<i>Alvin Smith</i>	21540 STREET ST		5-23-15
John Williams	<i>John Williams</i>	671 Placentia Perris CA 92571		5-23-15
Patricia Williams	<i>Patricia Williams</i>	671 Placentia PERRIS CA 92571	Need more Rehab instead of Jail	5-23-15
Ella L. Hogan	<i>Ella L. Hogan</i>	21551 Terrace Ave	more school Teachers Less Jails	5-23-15
Dominic Smith	<i>Dominic Smith</i>	1056 West Kuroki CORONA CA	need more rehab no jail	5/23/15

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Printed Name	Signature	Address	Comment	Date
Harold Schwack	<i>Harold Schwack</i>	3551 Castle Leagh Riverside 92506		3/7/15
MONROE MARON	<i>[Signature]</i>	8318 CARRIAGE 92505		3/7/15
Cynthia Mabon	<i>Cynthia Mabon</i>	8318 Carriage Riv. Ca. 92508		3-7-15
Cynthia William	<i>Cynthia R. William</i>	210 N. Beechwood #465 Rialto 92376		3/7/15
Barbara Wilson	<i>Barbara Wilson</i>	3250 Mantel St Ap#2352 W 92561		3/7/15
Jill Murray	<i>[Signature]</i>	10381 Meadow Creek Dr 92557 M.V.		3/7/15



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Printed Name	Signature	Address	Comment	Date
CASSANDRA WATTS	<i>Cassandra Watts</i>	7636 Rudell		3/6/14
Prophet WATTS	<i>Prophet Watts</i>	7636 Rudell Rd		3/6/14
Gwendolyn Washington	<i>Gwendolyn Washington</i>	Corona Ca 977 Allegre Drive		3/6/14
Shauna Jones	<i>Self</i>	381 E. Van Koevering St.		3/6/14
Paranda Porter	<i>Paranda Porter</i>	2620 Avenida DELUSIA CORONA 92882		3/6/14
Branden Goff	<i>Branden Goff</i>			3/6/14
NIRKO QUARLES	<i>Nirko Quarles</i>	2117 ALPHEMIST ST CORONA CA		3/6/14
ARNETT DUNCAN	<i>Arnett Duncan</i>	1152 Shady Creek Dr San Bernardin 92407		3/6/14
Quintrecia Lane	<i>Quintrecia Lane</i>	1033 Circle City Drive		3/7/14



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Printed Name	Signature	Address	Comment	Date
Jesome Haynes	<i>Jesome Haynes</i>	2661 NINA ST Pasadena, CA.	I Think The money should be used for Re-HAB	4-15-14
Anthony Deke	<i>Anthony Deke</i>	12828 JUREG CT. Riverside, CA	Reform drug laws use funds to keep out of Jail.	4-21-14
HAROLD CURSEY	<i>Harold W. Cursey</i>	1473 Mariposa Dr. Corona, CA 92674		4/22/14
Lakia Clayton	<i>Lakia Clayton</i>	1263 Emerald St, Corona, CA 92681		4/24/14
Alana Frank	<i>Alana Frank</i>	2841 Athens Cir. Corona, CA 92882		4/24/14
Kevin Sanchez	<i>Kevin Sanchez</i>	1268 Cedarwood Cir. Riverside 92503 CA	spend money on better things	4/24/14
Jermaine Nide	<i>Jermaine Nide</i>	5150 Candewood St Lakewood CA 90706		4-24-14
Nathan Ford	<i>Nathan Ford</i>	497 Beverly Rd Corona CA 92874		4/28/14
MICHAEL HERNANDEZ	<i>Michael Hernandez</i>	7201 WEST SEVENTH ST CORONA, CA		4/29/14



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Printed Name	Signature	Address	Comment	Date
Charles Armando				2/28/14
Bruce J. Morgan		3485 Crystal Ave, Riverside		2/28/14
Chris Carner		19546 Jennings St Riverside 92506		2/28/14
Antonio Arias		GUERNICA NUM 20TRA VEZ @ Gmail.com		2/28/14
Jeff Green		3555 Lime St Riverside CA		2/28/14
Sarah Crane		4172 Edgewood Pl Riverside CA 92506		2/28/14
Hannah Burke		4172 Edgewood Pl Riverside, CA 92506		2/28/14
Carol VanPetten		16612 Weeping Willow Dr Riverside 92503		2/28/14
Mimi Little		2992 MISSION WAY RIVERSIDE, 92507		2-28-14



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Printed Name	Signature	Address	Comment	Date
Estela Gonzalez	<i>Estela Gonzalez</i>	22849 Raymond Rd Perris CA 92570		3/20/14
John David Rabb	<i>David Rabb</i>	3608 Carmelena Perris		3/20/14
DAVID RABB	<i>DR</i>	260 E. 7th St. Perris, CA 92513		
Natalia Vasquez	<i>Natalia Vasquez</i>	23470 Bertrudi Ave Perris 92570		3/20/14
Tully Henderson	<i>Tully Henderson</i>	857 W. Ontario Ave. Corona, CA 92802		3/22/14
EDWINA WIGGINS	<i>E. D. W.</i>	1947 SAGE CORONA 92882		3/22/14
Alexandria Amador	<i>Alexandria Amador</i>	2230 E. Fremont apt 204 Corona, CA 92879		3/25/14
Vanessa Scott	<i>Vanessa Scott</i>	636 Willesly 92899		3/28/14
Bill Powell	<i>Bill Powell</i>	811 Joniere Cir. Corona, 92882		3/28/14



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Printed Name	Signature	Address	Comment	Date
MARY VADEMAR		COLTON, CA 227 E 1ST	SOLIDARITY! FROM CHICCCA	2/28/14
Lizeth Vazquez		4825 SHAWEN AVE FONTANA CA		2/28/14
WARA CAUSTINA MEDEZ		84419 MARGARITA AVENUE CORACHELLA, CA 92224	I WOULD RATHER WE INVEST IN SOLUTIONS THAN CONTINUING THE PROBLEMS	02/28/14
NIKKO JASOR QUARLES		2117 ALPINE MISTY CORONA CA.	I WOULD LIKE TO SEE CHANGE IN THE SYSTEM & COMMUNITY	2-28-14
Atanasio Erices		5457 Ellen St. Riverside, CA		2-28-14
Manuel Landeros		6162 Norwood Ave, Riverside CA		2-28-14
David Caona		10508 Robinson Avenue CA		2-28-14



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Printed Name	Signature	Address	Comment	Date
Kathryn Quinn	<i>[Signature]</i>	10601 Diana Ave #173 Riv. CA 92505	We have 5 already..	3.31 .14
Bill Gomez	<i>[Signature]</i>	9425 California #24 Riv. CA. 92503	We have 5 already	3.31. 14
Kathryn Nunn	<i>[Signature]</i>	9080 Iowa Ave. Riverside 92507	Part of the blouse	4/14/ 2014
Helli Morris	<i>[Signature]</i>	32444 SILVER CREEK LAKE ESQUIRE		4/15/14
Charles Wagner	<i>[Signature]</i>	5035 N. Berkeley San Bernardino CA 92407		4/17/14
Dominic Torres	<i>[Signature]</i>	<i>[Signature]</i>	Part of the blouse	4/15/14
Aaron	<i>[Signature]</i>	<i>[Signature]</i>		4/16/14
Polla Tucker	<i>[Signature]</i>	2117 Alpinemist Corona CA		4-17-14
Tomisha WALKER	<i>[Signature]</i>	2117 Alpinemist Corona CA 92870	TO many jails, not enough schools	04-17-14