

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



**ITEM: 3.15  
(ID # 18633)**

**MEETING DATE:**

Tuesday, June 07, 2022

**FROM :** FACILITIES MANAGEMENT AND RIVERSIDE COUNTY FIRE DEPARTMENT :

**SUBJECT:** FACILITIES MANAGEMENT (FM) AND RIVERSIDE COUNTY FIRE DEPARTMENT: Riverside County Fire Department North Shore Station 41 and Lake Tamarisk Station 49 Replacement Project - Approval of Professional Services Agreement with Landmark Consultants, Inc., District 4. [\$130,000 - 44% Fire Department Budget-General Fund, 44% DIF Eastern Riverside County Fire Facility 30504 Fund, 12% Solar 30300 Fund (Previously approved budget)]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the attached Professional Services Agreement for Special Inspections and Testing Services between the County of Riverside (County) and Landmark Consultants, Inc. (Landmark) of Palm Desert, California, in the amount not to exceed \$130,000 for the Riverside County Fire Department North Shore Station 41 and Lake Tamarisk Station 49 Replacement (Fire North Shore Station 41 and Lake Tamarisk Station 49 Replacement) Project; and authorize the Chairman of the Board to execute the agreement on behalf of the County; and
2. Authorize the Director of Facilities Management, or her designee, to administer the Professional Services Agreement with Landmark in accordance with applicable Board policies.

**ACTION:Policy, CIP**

  
Rose Salgado, Director of Facilities Management 4/4/2022

  
Bill Weiser, Fire Department Chief 4/5/2022

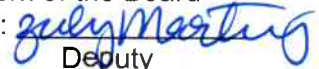
---

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: June 7, 2022  
xc: FM, Fire

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 10,000	\$ 120,000	\$ 130,000	\$ 0
<b>NET COUNTY COST</b>	\$ 4,400	\$ 52,800	\$ 57,200	\$ 0
<b>SOURCE OF FUNDS:</b> Fire Department Budget-General Fund - 44%, DIF Eastern Riverside County Fire Facility 30504 Fund - 44%, and Solar 30300 Fund - 12% (Previously approved budget)			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2021/22-2022/23	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

On April 27, 2021, Item 3.11, the Board of Supervisors (Board) approved in-principle the Fire North Shore Station 41 and Lake Tamarisk Station 49 Replacement Project. As the project's design nears completion, there will be a need to provide specialty inspections and laboratory testing of materials during construction.

On June 29, 2021, Item 3.16, the Board of Supervisors (Board) approved a pre-qualified list of architectural, engineering, and testing firms to be retained on an as-needed basis. Landmark Consultants, Inc., (Landmark) of Palm Desert, was selected from the qualified list based on their qualifications and proximity to the project site to provide testing and special inspection services to the Project. Facilities Management (FM) recommends the Board approve the Professional Services Agreement with Landmark in the amount of \$130,000 to continue moving forward with the completion of the Project. Board approval of this action will ensure soil testing services and special inspections are available as needed when construction is expected to commence, June 2022.

**Impact on Residents and Businesses**

The Fire North Shore Station 41 and Lake Tamarisk Station 49 Replacement Project will provide the Fire Department facilities that meet their current needs and will allow them to better serve the communities of North Shore and Desert Center.

**Additional Fiscal Information**

All costs associated with this Board action will be 44% funded with Fire Department Budget-General Fund, 44% with DIF Eastern Riverside County Fire Facility 30504 Fund, and 12% with Solar 30300 Fund. Expenditures for FY 2021/22 are estimated at \$10,000; and expenditures for FY 2022/23 are estimated at \$120,000.

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

Attachment:

- Professional Services Agreement with Landmark Consultants, Inc.

RS:SP:SC:JA:DL:tv:to

FM08270011226

MT #18633

G:\Project Management Office\FORM 11'S\FORM 11's\_In Process\18633\_D4 - 011226 - RivCo Fire North Shore Stn 41 & Lake  
Tamarisk Stn 49 Rplc - PSA Landmark\_060722.doc

  
\_\_\_\_\_  
Meghan Hahn, Senior Management Analyst 5/26/2022

PROFESSIONAL SERVICES AGREEMENT

For RIVERSIDE COUNTY FIRE DEPARTMENT NORTH SHORE STATION 41 AND LAKE  
TAMARISK STATION 49 REPLACEMENT PROJECT

FM08270011226

This Agreement is made and entered as of the date of the last signature on the signature page of this contract by and between LANDMARK CONSULTANTS, INC., a California corporation, (herein referred to as "CONSULTANT"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY").

WHEREAS, Government Code Section 31000 et seq. authorizes the COUNTY to contract for services with a person who is specially trained and experienced, and who is competent to perform the special services required; and

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

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

1. SCOPE OF SERVICES: CONSULTANT shall perform all services and other activities necessary to provide special inspections and testing as described in further detail in Exhibit "A" for the Project entitled: **RIVERSIDE COUNTY FIRE DEPARTMENT NORTH SHORE STATION 41 AND LAKE TAMARISK STATION 49 REPLACEMENT PROJECT**. CONSULTANT shall provide all services in accordance with this Agreement and as outlined and specified in Exhibit "A", consisting of ten (10) page(s), attached hereto and by this reference incorporated herein.

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

this Agreement.

2. PERIOD OF PERFORMANCE: CONSULTANT shall commence performance of services within one (1) calendar day after execution of this Agreement, and shall diligently perform the services to full completion of the Project as required and in accordance with the scheduled Project completion date of **June 30, 2023**, unless sooner terminated as specified in Paragraph 8, or extended as provided in Paragraph 13. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

3. COMPENSATION: The COUNTY shall pay the CONSULTANT for services performed and expenses incurred as follows:

3.1 COUNTY shall pay to CONSULTANT for services performed in accordance with the Scope of Services set forth in Exhibit "A". The total amount of compensation paid to CONSULTANT under this Agreement shall not exceed the maximum of **One Hundred Thirty Thousand Dollars (\$130,000)** per Exhibit "A", unless a written amendment to the Agreement is executed by both parties prior to performance of additional services.

3.2 Reimbursable expenses, if applicable, are defined in Exhibit "A".

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

3.4 Unless otherwise stated in Exhibit "A", the basis for the monthly invoice and payment thereon shall be on a percentage completion basis to be billed monthly.

3.5 Labor Code and Prevailing Wages Rates

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

3.5.2 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 affect the method of prosecution of the work by CONSULTANT and subject it under certain conditions to penalties and forfeitures. Execution of the Agreement 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."

3.5.3. 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>, and are available at the main office of COUNTY.

4. INDEPENDENT CONTRACTOR: COUNTY retains CONSULTANT on an independent contractor basis. CONSULTANT is not, and shall not be considered to be in any manner, an employee, agent or representative of the COUNTY. CONSULTANT shall not be entitled to any benefits payable to employees of COUNTY including County Workers' Compensation benefits. COUNTY is not required to make any deductions from the compensation payable to CONSULTANT

under this Agreement, and as an independent contractor, CONSULTANT hereby holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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

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

6. INDEMNITY AND HOLD HARMLESS

6.1 Basic Indemnity. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to County), indemnify, and hold harmless County of Riverside, its Agencies, Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and each of their respective directors, members, officers, employees, agents, representatives and volunteers ("Indemnitee(s)"), and each of them, from any and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, negligent breach of contract), recklessness, or willful misconduct on the part of CONSULTANT or its Subconsultants, or their respective employees, agents, representatives, or independent contractors.

“Losses” shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages, actions, judgments, settlements and expenses, including, without limitation, full and actual attorney’s fees (including, without limitation, attorney’s fees for trial and on appeal), expert and non-expert witness fees, arbitrator and arbitration fees and mediator and mediation fees.

CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractors of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this contract and arising out of work performed for County pursuant to this Agreement. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph 6.2, below.

6.2 Indemnity for Design Professional Services. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to County), indemnify and hold harmless the Indemnitees, and each of them, against any and all Losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful misconduct constituting professional negligence on the part of CONSULTANT or its Subconsultants, or their respective employees, agents, representatives, or independent contractors. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this section. CONSULTANT shall defend and pay, all costs and fees, including but not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings to the extent and in proportion to the percentage, such costs and fees arise out of,



pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT arising out of or from the performance of professional design services under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness, willful misconduct of CONSULTANT. The cost for defense shall apply whether or not CONSULTANT is a party to the lawsuit, and shall apply whether or not CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.

Without affecting the rights of County under any other provision of this Agreement, CONSULTANT shall not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee for a Loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of CONSULTANT and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this section from each and every Subconsultant, of every Tier.

CONSULTANT's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.

The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

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

A. Workers' Compensation:

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

B. Commercial General Liability:

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

C. Vehicle Liability:

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

D. Professional Liability:

CONSULTANT shall maintain Professional Liability Insurance providing coverage for the CONSULTANT'S performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONSULTANT'S Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the

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

E. General Insurance Provisions - All lines:

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

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

3) CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) shall contain the covenant of the insurance agent/producer that thirty (30)

days written notice shall be given to the County of Riverside prior to cancellation of such insurance except ten (10) days for cancellation due to nonpayment. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified copies of the policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CONSULTANT shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, review original of the policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. Upon COUNTY'S request, CONSULTANT shall make available for inspection by County Risk Manager, at a mutually agreeable location, copies of CONSULTANT'S insurance policies.***

4) It is understood and agreed to by the parties hereto that the CONSULTANT'S insurance shall be construed as primary insurance, and the COUNTY'S insurance/or deductible and/or self-insured retentions or self-insured program shall not be construed as contributory.

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

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

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

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

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

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

8.2 Effect of Termination For Convenience. If the termination is to be for the convenience of the COUNTY, the COUNTY shall compensate CONSULTANT for services satisfactorily provided through the date of termination. CONSULTANT shall provide documentation deemed adequate by COUNTY to show the services actually completed by CONSULTANT prior to the date of termination. This Agreement shall terminate thirty (30) days following receipt by the CONSULTANT of the written Notice of Termination.

8.3 Effect of Termination For Cause. If the termination is due to the failure of CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be compensated for those services which have been completed in accordance with this Agreement and accepted by the COUNTY. In such case, the COUNTY may take over the work and prosecute the same to completion by contract or otherwise. Further, CONSULTANT shall be liable to the COUNTY for any reasonable additional costs incurred by the COUNTY to revise work for which the COUNTY has compensated CONSULTANT under this Agreement, but which the COUNTY has determined in its sole discretion needs to be revised in part or whole to

complete the Project. Prior to discontinuance of services, the COUNTY may arrange for a meeting with CONSULTANT to determine what steps, if any, CONSULTANT can take to adequately fulfill its requirements under this Agreement. In its sole discretion, County's Representative may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by the Parties, shall become binding on CONSULTANT and shall be performed as part of this Agreement. In the event of termination for cause, unless otherwise agreed to in writing by the parties, this Agreement shall terminate seven (7) days following the date the Notice of Termination was mailed to the CONSULTANT. Termination of this Agreement for cause may be considered by the COUNTY in determining whether to enter into future agreements with CONSULTANT.

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

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

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

10. ADMINISTRATION: The Deputy Director, Facilities Management, Project Management Office (or designee) shall administer this Agreement on behalf of COUNTY.

11. ASSIGNMENT: This Agreement shall not be assigned by CONSULTANT, either in

whole or in part, without prior written consent of COUNTY. Any assignment or purported assignment of this Agreement by CONSULTANT without the prior written consent of COUNTY will be deemed void and of no force or effect.

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

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

CONSULTANT understands that the County Purchasing Agent or the County Board of Supervisors are the only authorized COUNTY representatives who may at any time, by written order, make any alterations within the general scope of this Agreement.

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

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

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

16. DOCUMENTS: The COUNTY acknowledges that the CONSULTANT'S reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates and other

similar documents are instruments of professional service, not products. Although ownership of such documents normally is retained by the CONSULTANT they nonetheless shall in this instance become upon their creation the property of the COUNTY whether the Project is constructed or not. The COUNTY may use design documents and the designs depicted in them, without the CONSULTANT'S consent, in connection with the Project, or other COUNTY Projects, including, without limitation, future additions, alterations, connections, repairs, information, reference, use or occupancy of the Project(s). Any reuse of the documents by COUNTY without the written consent of the CONSULTANT shall be at COUNTY'S sole risk and without liability or legal exposure to the CONSULTANT, and COUNTY shall indemnify, defend and hold the CONSULTANT harmless from any claims or losses arising out of such use of the design documents by the COUNTY.

16.1 Upon completion of each phase of work described in Exhibit "A", the CONSULTANT shall furnish to the COUNTY three (3) copies of the deliverables, and/or documents completed for that phase as specified in Exhibit "A". Upon approval thereof by the COUNTY, the CONSULTANT shall furnish one reproducible set along with an electronic copy on Compact Disk (CD) of the deliverables and/or documents.

17. JURISDICTION, VENUE: This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.

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

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

20. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the



terms of this Agreement must be in writing and signed by the parties herein.

21. NOTICES: All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

COUNTY:

Facilities Management

Project Management Office

3133 Mission Inn Avenue

Riverside, CA 92507

Attn: Dominick Lombardi

CONSULTANT:

Landmark Consultants, Inc.

77-948 Wildcat Drive

Palm Desert, CA 92211

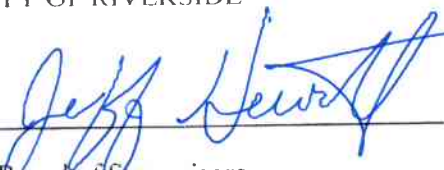
Attn: Greg Chandra

22. AUTHORIZATION: The party hereto for the COUNTY has caused their duly authorized representative to approve the contents of this Agreement as representative of the COUNTY'S requirements for this project. The execution of this Agreement by the COUNTY shall be through the authority given in the approval of the capital project and budget authority by the Board of Supervisors in Minute Order 3.11 of 4/27/21 and for the Purchase Order issued pursuant to the same.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representative to execute this Agreement.

"COUNTY"

COUNTY OF RIVERSIDE

By:   
Chair, Board of Supervisors

ATTEST:

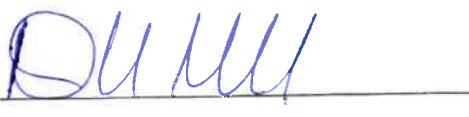
Kecia R. Harper  
Clerk of the Board

By:   
Deputy

(SEAL)

APPROVED AS TO FORM:

County Counsel

By:   
Deputy County Counsel

"CONSULTANT"

LANDMARK CONSULTANTS, INC.

By: ~~Greg Chandra~~ Randy Lyon  
Title: ~~Area Manager~~ President

By: 

Federal Tax I.D. No. 05-0576145

Address: 780 N. 4th St.  
El Centro, CA 92243



EXHIBIT "A"

780 N. 4th Street  
El Centro, CA 92243  
(760) 370-3000  
landmark@landmark-ca.com

77-948 Wildcat Drive  
Palm Desert, CA 92211  
(760) 360-0666  
gchandra@landmark-ca.com

November 8, 2021

Mr. Dominick Lombardi  
Facilities Project Manager III  
County of Riverside – Project Management Office  
3133 Mission Inn Blvd.  
Riverside, CA 92507

**Subject:** Construction Testing Services  
New Fire Station No. 41  
North Shore, California  
**LCI Proposal No.: LP21267T**

Dear Mr. Lombardi:

*LandMark Consultants, Inc.* is pleased to provide this proposal for construction testing at the proposed new Fire Station project located at 99065 Corvina Drive, North Shore, County of Riverside, California.

*LandMark Consultants, Inc.* is a small engineering firm in the geosciences. We have established offices/laboratories in Palm Desert and El Centro, CA. *LandMark Consultants, Inc.* is 100% MBE owned (American Indian Cherokee Nation) firm as certified by State of California, Department of Transportation (CALTRANS). Our facilities are certified by State of California DSA and CALTRAN, and accredited by American Association of State Highway and Transportation Officials (AASHTO). We have provided geotechnical consulting and materials testing and inspection services in the Coachella Valley area of Southern California, since 1987.

The following scope of work is anticipated for this project:

- Rough Grading Observation & Testing
- Compaction Testing of Utility Trench Backfill
- Compaction Testing of Curb/Gutter Subgrade
- Compaction Testing of Subgrade and Basegrade
- Compaction Testing Driveway Approaches & Sidewalk
- Compaction Testing during Asphalt Concrete Laydown
- Footing Inspection
- Concrete Inspection & Testing
- Masonry Inspection & Testing
- Field Welding & HSB Inspection
- Ultrasonic Inspection (Level II)

Our services as described above will be provided for a **budget fee** of \$ 62,000.00. Our services will be provided on **time and materials** basis in accordance with the rates set forth in the attached 2022 to 2024 Prevailing Wage fee schedule.

*We have attempted to be realistic in developing our estimate for this project; please keep in mind that our services are directly dependent upon the contractor's schedule and events which occur during the duration of the project which cannot always be predicted in advance. Any change in the contractor's schedule will impact our budget. We will attempt to coordinate our services with the contractor's site superintendent to efficiently service the project. In the event that construction activities result in projected additional fees beyond those described herein, we will contact you for additional written budget increase, if necessary.*

The fees presented are based on prompt payment for services presented in our standard invoicing format. We appreciate the opportunity to provide these services for the subject project. Please feel free to call me if you have any questions.

Sincerely Yours,  
**LandMark Consultants, Inc.**

A handwritten signature in black ink, appearing to read 'Greg M. Chandra', with a long horizontal line extending to the right.

Greg M. Chandra, P.E., M.ASCE  
Area Manager- Palm Desert Office



780 N 4th Street  
 El Centro, CA 92243  
 (760) 370-3000  
 (760) 337-8500 fax

77-948 Wildcat Drive  
 Palm Desert, CA 92211  
 (760) 360-0665  
 (760) 360-0521 fax

## ESTIMATE WORKSHEET

**CLIENT:** County of Riverside  
**PROJECT:** Fire Station No. 41  
**LOCATION:** North Shore, California  
**PROPOSAL NO.:** LP21267T

FIELD	Trips	Hrs.		Rate	Total
Soil Technician - Grading	10	80	@	\$ 120.00	\$ 9,600.00
Soil Technician - Backfill/SG/Base/AC	15	60	@	\$ 120.00	\$ 7,200.00
ICC Inspector - Rebar & Conc	5	40	@	\$ 125.00	\$ 5,000.00
ICC Inspector - Rebar & Masonry	20	160	@	\$ 125.00	\$ 20,000.00
ICC Inspector - Field Welding	5	40	@	\$ 125.00	\$ 5,000.00
ICC Inspector - HSB	2	16	@	\$ 125.00	\$ 2,000.00
ICC Inspector - Ultrasonic (level II)	2	16	@	\$ 195.00	\$ 3,120.00
Project Engineer (Meeting)	2	4	@	\$ 190.00	\$ 760.00
<b>Subtotal:</b>					\$ 52,680.00

### LABORATORY

Concrete Compression Test	20	@	\$ 35.00	\$ 700.00
Grout/Mortar Compression Test	25	@	\$ 40.00	\$ 1,000.00
AC Extraction/Gradation	2	@	\$ 300.00	\$ 600.00
Maximum Density/Optimum Moisture (A)	2	@	\$ 225.00	\$ 450.00
Maximum Density/Optimum Moisture (B/C/D)	1	@	\$ 250.00	\$ 250.00
Maximum Density - AC	2	@	\$ 250.00	\$ 500.00
<b>Subtotal:</b>				\$ 3,500.00

### PROJECT MANAGEMENT - REPORTS

10%	\$ 56,180.00	\$ 5,618.00
<b>Subtotal:</b>		\$ 5,618.00
<b>TOTAL:</b>		\$ 61,798.00



## 2022 to 2024 PREVAILING WAGE PROFESSIONAL FEE SCHEDULE

*Landmark Consultants, Inc.* is a consulting firm which provides services in Soils and Materials Engineering, Fault and Seismic Studies, and Construction Materials Testing. The firm's objective has been providing engineering services for public utilities, public works infrastructure, residential, commercial, and industrial projects in the Southern California areas.

### OFFICES AND LABORATORIES

	<u>Phone</u>	<u>Email</u>
El Centro, California	(760) 370-3000	landmark@landmark-ca.com
Palm Desert, California	(760) 360-0665	gchandra@landmark-ca.com

### BASIS OF CHARGES

Listed herein are typical fees for services most frequently performed by *Landmark Consultants, Inc.* Fees for other services not listed will be given upon request, as well as special quotations for projects involving volume or special provisions.

Invoices will be issued on a bi-monthly basis, or upon completion of a project, whichever is sooner. Invoices are payable when received unless otherwise agreed.

A two (2) hours minimum will be charged for field technician and thereafter in 4 hours increments. An overtime premium of 1.5 times the standard rate will be charged for all personnel service or laboratory test periods in excess of eight hours per day or Saturday, and 2 times the standard rate for work in excess of 12 hours per week day, in excess of 8 hours on Saturdays and all day on Sundays or holidays. A four (4) hours minimum will be charged for all special inspection services. Per diem will be charged at a rate of \$150.00 per day per person or expenses + 10%, whichever is greater. Outside services will be charged at cost + 10% unless otherwise noted.

All samples of soil or rock will be destroyed 30 days after submission of final report unless prior arrangements are made.

2022 to 2024 Prevailing Wage Professional Fee Schedule

<u>Field</u>	<u>Hourly Rate</u>
Technician (Soil/Concrete/Asphalt Concrete/pickup)	\$ 120.00
Coring Technician	\$ 120.00
Inspector (ICBO/AWS/CWI)	\$ 125.00
Ultrasonic (Level II)	\$ 195.00
Staff Engineer/Geologist	\$ 165.00
Project Engineer/Geologist	\$ 190.00
Supervisory Tech./Operation Manager	\$ 135.00
Principal Engineer/Geologist	\$ 225.00
Word Processor/Typist	\$ 80.00
Drafting	\$ 100.00
Trip Charges (over 50 miles radius)	\$ 95.00/trip
<u>Laboratory Test</u>	<u>Each</u>
Max. Density – Op. Moisture (A)	\$ 225.00
Max. Density – Op. Moisture (B, C, D)	\$ 250.00
Check Point	\$ 100.00
Sieve Analysis	\$ 130.00
Sand Equivalent	\$ 100.00
Direct Shear	\$ 310.00
Collapse Potential	\$ 200.00
Soil Expansion Index	\$ 155.00
Soil Corrosion	\$ 240.00
R-Value	\$ 275.00
CBR (100% Compaction)	\$ 450.00
AC Maximum Density (Marshall)	\$ 250.00
AC Extraction/Gradation	\$ 300.00
Concrete Compression Test	\$ 35.00
Concrete/AC Core Compression Test	\$ 75.00
Grout/Mortar Compression Test	\$ 40.00
Mix Design Review	\$ 350.00
Masonry Prism Compression Test	\$ 175.00
Reinforcing Steel Tension & Bend Test	\$ 190.00
Structural Steel Tension & Bend Test	\$ 190.00
Machine Test Specimen	\$ cost + 20%
<u>Administration/Project Management:</u>	10% of Field & Laboratory Subtotal





780 N. 4th Street  
El Centro, CA 92243  
(760) 370-3000  
landmark@landmark-ca.com

77-948 Wildcat Drive  
Palm Desert, CA 92211  
(760) 360-0665  
gchendra@landmark-ca.com

November 8, 2021

Mr. Dominick Lombardi  
Facilities Project Manager III  
County of Riverside – Project Management Office  
3133 Mission Inn Blvd.  
Riverside, CA 92507

**Subject:** Construction Testing Services  
New Fire Station No. 49  
Desert Center, California  
**LCI Proposal No.: LP21269T**

Dear Mr. Lombardi:

*LandMark Consultants, Inc.* is pleased to provide this proposal for construction testing at the proposed new Fire Station project located on the north-east corner of Tamarisk Drive and Parkview Drive, Desert Center, County of Riverside, California.

*LandMark Consultants, Inc.* is a small engineering firm in the geosciences. We have established offices/laboratories in Palm Desert and El Centro, CA. *LandMark Consultants, Inc.* is 100% MBE owned (American Indian Cherokee Nation) firm as certified by State of California, Department of Transportation (CALTRANS). Our facilities are certified by State of California DSA and CALTRAN, and accredited by American Association of State Highway and Transportation Officials (AASHTO). We have provided geotechnical consulting and materials testing and inspection services in the Coachella Valley area of Southern California, since 1987.

The following scope of work is anticipated for this project:

- Rough Grading Observation & Testing
- Compaction Testing of Utility Trench Backfill
- Compaction Testing of Curb/Gutter Subgrade
- Compaction Testing of Subgrade and Basegrade
- Compaction Testing Driveway Approaches & Sidewalk
- Compaction Testing during Asphalt Concrete Laydown
- Footing Inspection
- Concrete Inspection & Testing
- Masonry Inspection & Testing
- Field Welding & HSB Inspection
- Ultrasonic Inspection (Level II)



Our services as described above will be provided for a *budget fee* of \$ 68,000.00. Our services will be provided on *time and materials* basis in accordance with the rates set forth in the attached 2022 to 2024 Prevailing Wage fee schedule.

*We have attempted to be realistic in developing our estimate for this project; please keep in mind that our services are directly dependent upon the contractor's schedule and events which occur during the duration of the project which cannot always be predicted in advance. Any change in the contractor's schedule will impact our budget. We will attempt to coordinate our services with the contractor's site superintendent to efficiently service the project. In the event that construction activities result in projected additional fees beyond those described herein, we will contact you for additional written budget increase, if necessary.*

The fees presented are based on prompt payment for services presented in our standard invoicing format. We appreciate the opportunity to provide these services for the subject project. Please feel free to call me if you have any questions.

Sincerely Yours,  
**LandMark Consultants, Inc.**

A handwritten signature in black ink, appearing to read 'Greg M. Chandra', with a long horizontal flourish extending to the right.

Greg M. Chandra, P.E., M.ASCE  
Area Manager- Palm Desert Office



780 N 4th Street  
 El Centro, CA 92243  
 (760) 370-3000  
 (760) 337-8900 fax

77-948 Wildcat Drive  
 Palm Desert, CA 92211  
 (760) 360-0665  
 (760) 380-0521 fax

## ESTIMATE WORKSHEET

**CLIENT:** County of Riverside  
**PROJECT:** Fire Station No. 49  
**LOCATION:** Desert Center, California  
**PROPOSAL NO.:** LP21269T

FIELD	Trips	Hrs.		Rate	Total
Soil Technician - Grading	10	80	@	\$ 120.00	\$ 9,600.00
Soil Technician - Backfill/SG/Base/AC	15	60	@	\$ 120.00	\$ 7,200.00
ICC Inspector - Rebar & Conc	5	40	@	\$ 125.00	\$ 5,000.00
ICC Inspector - Rebar & Masonry	20	160	@	\$ 125.00	\$ 20,000.00
ICC Inspector - Field Welding	5	40	@	\$ 125.00	\$ 5,000.00
ICC Inspector - HSB	2	16	@	\$ 125.00	\$ 2,000.00
ICC Inspector - Ultrasonic (level II)	2	16	@	\$ 195.00	\$ 3,120.00
Project Engineer (Meeting)	2	4	@	\$ 190.00	\$ 760.00
Trip Charges		61	@	\$ 95.00	\$ 5,795.00
			<b>Subtotal:</b>		\$ 58,475.00

### LABORATORY

Concrete Compression Test	20	@	\$ 35.00	\$ 700.00
Grout/Mortar Compression Test	25	@	\$ 40.00	\$ 1,000.00
AC Extraction/Gradation	2	@	\$ 300.00	\$ 600.00
Maximum Density/Optimum Moisture (A)	2	@	\$ 225.00	\$ 450.00
Maximum Density/Optimum Moisture (B/C/D)	1	@	\$ 250.00	\$ 250.00
Maximum Density - AC	2	@	\$ 250.00	\$ 500.00
		<b>Subtotal:</b>		\$ 3,500.00

### PROJECT MANAGEMENT - REPORTS

10%	\$ 61,975.00	\$ 6,197.50
<b>Subtotal:</b>		\$ 6,197.50
<b>TOTAL:</b>		\$ 68,172.50



## 2022 to 2024 PREVAILING WAGE PROFESSIONAL FEE SCHEDULE

*Landmark Consultants, Inc.* is a consulting firm which provides services in Soils and Materials Engineering, Fault and Seismic Studies, and Construction Materials Testing. The firm's objective has been providing engineering services for public utilities, public works infrastructure, residential, commercial, and industrial projects in the Southern California areas.

### OFFICES AND LABORATORIES

	<u>Phone</u>	<u>Email</u>
El Centro, California	(760) 370-3000	landmark@landmark-ca.com
Palm Desert, California	(760) 360-0665	gchandra@landmark-ca.com

### BASIS OF CHARGES

Listed herein are typical fees for services most frequently performed by *Landmark Consultants, Inc.* Fees for other services not listed will be given upon request, as well as special quotations for projects involving volume or special provisions.

Invoices will be issued on a bi-monthly basis, or upon completion of a project, whichever is sooner. Invoices are payable when received unless otherwise agreed.

A two (2) hours minimum will be charged for field technician and thereafter in 4 hours increments. An overtime premium of 1.5 times the standard rate will be charged for all personnel service or laboratory test periods in excess of eight hours per day or Saturday, and 2 times the standard rate for work in excess of 12 hours per week day, in excess of 8 hours on Saturdays and all day on Sundays or holidays. A four (4) hours minimum will be charged for all special inspection services. Per diem will be charged at a rate of \$150.00 per day per person or expenses + 10%, whichever is greater. Outside services will be charged at cost + 10% unless otherwise noted.

All samples of soil or rock will be destroyed 30 days after submission of final report unless prior arrangements are made.

2022 to 2024 Prevailing Wage Professional Fee Schedule

---

<u>Field</u>	<u>Hourly Rate</u>
Technician (Soil/Concrete/Asphalt Concrete/pickup)	\$ 120.00
Coring Technician	\$ 120.00
Inspector (ICBO/AWS/CWI)	\$ 125.00
Ultrasonic (Level II)	\$ 195.00
Staff Engineer/Geologist	\$ 165.00
Project Engineer/Geologist	\$ 190.00
Supervisory Tech./Operation Manager	\$ 135.00
Principal Engineer/Geologist	\$ 225.00
Word Processor/Typist	\$ 80.00
Drafting	\$ 100.00
Trip Charges ( <i>over 50 miles radius</i> )	\$ 95.00/trip
<u>Laboratory Test</u>	<u>Each</u>
Max. Density – Op. Moisture (A)	\$ 225.00
Max. Density – Op. Moisture (B, C, D)	\$ 250.00
Check Point	\$ 100.00
Sieve Analysis	\$ 130.00
Sand Equivalent	\$ 100.00
Direct Shear	\$ 310.00
Collapse Potential	\$ 200.00
Soil Expansion Index	\$ 155.00
Soil Corrosion	\$ 240.00
R-Value	\$ 275.00
CBR (100% Compaction)	\$ 450.00
AC Maximum Density (Marshall)	\$ 250.00
AC Extraction/Gradation	\$ 300.00
Concrete Compression Test	\$ 35.00
Concrete/AC Core Compression Test	\$ 75.00
Grout/Mortar Compression Test	\$ 40.00
Mix Design Review	\$ 350.00
Masonry Prism Compression Test	\$ 175.00
Reinforcing Steel Tension & Bend Test	\$ 190.00
Structural Steel Tension & Bend Test	\$ 190.00
Machine Test Specimen	\$ cost + 20%
<b><u>Administration/Project Management:</u></b>	<b>10% of Field &amp; Laboratory Subtotal</b>