

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



**ITEM: 3.11
(ID # 24731)**

MEETING DATE:
Tuesday, May 07, 2024

FROM : OFFICE OF ECONOMIC DEVELOPMENT:

SUBJECT: OFFICE OF ECONOMIC DEVELOPMENT: Lakeland Village and Calimesa Branch Library Project– Approval of First Amendment to the Design-Build Agreement with Tilden-Coil Constructors, Inc., Approval of the Professional Services Agreement with Twining Consulting, Inc. Districts 2 and 5. [\$10,580,146 - 100% Riverside County Library System Fund 21200]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached First Amendment to the Design-Build Agreement between the County of Riverside (County) and Tilden-Coil Constructors, Inc. (Tilden-Coil) of Riverside, California, in the total amount of \$16,932,609 for the Project and authorize the Chair of the Board (Chair) to execute the amendment on behalf of the County;
2. Approve the attached Professional Services Agreement for Special Inspection and Materials Testing between the County and Twining Consulting, Inc. of Long Beach, California, in the total amount of \$199,323 for the Project and authorize the Chair to execute the agreement on behalf of the County;
3. Approve an increase to the project budget, in accordance with the progressive design-build process, in the amount not to exceed \$10,580,146 for a revised project budget of \$18,880,146 for the Lakeland Village and Calimesa Branch Library Project (Project); and
4. Authorize the Director of the Office of Economic Development, or her designee, to administer the amendment and agreement in accordance with applicable Board policies.

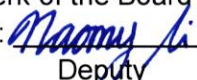
ACTION:Policy, CIP


Suzanne Holland, Director of Office of Economic Development 4/11/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: May 7, 2024
xc: OED

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 10,580,146	\$ 10,580,146	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100%- Riverside County Library System Fund 21200 - \$10,580,146			Budget Adjustment: No	
			For Fiscal Year: 24/25 - 25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On March 1, 2022 (Agn. Item 3.22), the Board approved the Riverside County Lakeland Village Library Project located at 16275 Grand Avenue in Lakeland Village. The site will be prepared to replace existing modular buildings with an 8,000 square foot new library, maintenance office, and public restrooms for pickleball players. On March 1, 2022 (Agn. Item 3.25), the Board approved the Riverside County Calimesa Library Facility Project located at 974 Calimesa Boulevard, Calimesa, to replace the outdated modular library with a new 5,500 square foot library building and site improvements. Both libraries will include demolition, utilities, construction, furniture, and site and parking improvements in compliance with the Americans with Disabilities Act (ADA) standards.

On November 8, 2022 (Agn. Item 3.16), the Board combined both projects and preliminary project budgets (\$8,300,000) into one and approved the Design-Build Agreement between the County and Tilden-Coil Constructors, Inc. in the amount of \$3,177,652 for design, preconstruction costs, and advanced procurement and minor construction allowances. The preliminary Project budget of \$8,300,000 included the County's predevelopment, plan check, furniture, and Tilden-Coil Constructors, Inc. phase one design-build agreement. Under the progressive design-build project delivery model, the design-builder delivers the project in two distinct phases: phase one includes predevelopment costs (estimating, scheduling, etc.) and design development to get to a guaranteed maximum price (GMP), and phase two includes permitting, construction and completion. Phase one is complete and Tilden-Coil and the County have determined the GMP to be \$16,932,609 for both libraries. This price includes design, construction, general conditions, bonds, insurance, and overhead and profit. The total project budget is \$18,880,146, with the balance of the project funds (\$1,947,537) earmarked toward plan check, permitting, furniture, inspections, and contingency. The approximate total cost for the Lakeland Village Branch Library is \$9,700,146, and the approximate total cost for the Calimesa Branch Library is \$9,180,000.

On February 14, 2024, the Office of Economic Development advertised a Request for Qualifications for Special Inspections and Materials Testing for the Project. This service is a requirement for permitting and relates to construction soil compaction testing, concrete testing, welding inspection, etc. OED received six (6) Statement of Qualifications (SOQs) and determined Twining Consulting, Inc. to be the most qualified respondent. OED entered into price

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

proposal negotiations with Twining Consulting, Inc., for a not to exceed cost for both libraries of \$199,323. The proposed contract value is within range for these types of services.

Office of Economic Development recommends the Board approve a project budget increase of \$10,580,146, the total project budget of \$18,880,146, and First Amendment to the Design-Build Agreement with Tilden-Coil in the total amount of \$16,932,609 to allow Tilden-Coil to immediately initiate construction of both libraries, and approve the Professional Services Agreement with Twining Consulting, Inc. for Special Inspections and Materials Testing. Demolition is scheduled to begin late June 2024.

Impact on Residents and Businesses

The Lakeland Village and Calimesa Branch Library Project will enhance the overall welfare of the individual communities through a dedicated and expanded library facility for local patrons, as well as increased and enhanced personal enrichment classes and programs.

Additional Fiscal Information

The Board previously approved a merged preliminary project budget in the amount of \$8,300,000 on November 8, 2022 (Agn. Item 3.16), broken down as follows: 62%-County Development Impact Fees Fund 30545-\$5,166,000, 21%-Riverside County Library System Fund 21200-\$1,719,854, 13%-City of Calimesa Library Facilities Development Impact Fees Fund-\$1,110,000, 3%- City of Calimesa Library Operations Fund-\$226,285, 1%- City of Calimesa Donations/Deposits-\$77,861. The Project budget increase of \$10,580,146 is 100% Riverside County Library System Fund 21200, with a total Project budget of \$18,880,146.

The total Project budget allocation is as follows:

BUDGET LINE ITEMS	BUDGET AMOUNT
PRE-DEVELOPMENT	\$127,932
REGULATORY PERMITTING/INSPECTIONS	\$418,000
COUNTY ADMINISTRATION	\$40,558
FURNITURE, FIXTURES, AND EQUIPMENT	\$1,156,000
DESIGN-BUILD AGREEMENT	\$16,932,609
PROJECT CONTINGENCY	\$205,047
TOTAL BUDGET	\$18,880,146

Attachments:

- First Amendment to Design-Build Agreement for Tilden-Coil Constructions, Inc.
- Twining Consulting, Inc. Professional Services Agreement

SH;AJ;MF;es

G:\Library\BRANCHES\Lakeland Village & Calimesa Project\2.0 FORM 11S\Project Budget Increase and First Amendment.doc


Aaron Gettis, Chief of Deputy County Counsel 4/25/2024

1 **FIRST AMENDMENT TO DESIGN-BUILD AGREEMENT**
2 **BY AND BETWEEN THE COUNTY OF RIVERSIDE AND**
3 **TILDEN-COIL CONSTRUCTORS, INC. FOR**
4 **THE LAKELAND VILLAGE AND CALIMESA BRANCH LIBRARY PROJECT**

5 **THIS FIRST AMENDMENT** is entered into by and between the COUNTY OF RIVERSIDE,
6 ("COUNTY"), and TILDEN-COIL CONSTRUCTORS, INC. (herein referred to as "Design-Builder"),
7 regarding the Design-Build Agreement first entered into on November 8, 2022, via Riverside County Board
8 of Supervisors approval, Minute Order 3.16.

9 **NOW, THEREFORE,** in consideration of the mutual covenants contained herein and providing
10 that all other sections not amended remain in full force and effect, the parties hereto agree to amend the
11 Agreement as follows:

12 A. Paragraph 3.1 CONTRACT TIME, is hereby amended to read as follows: The Date of
13 Commencement of the Work shall be fixed in a Notice to Proceed issued by the County. If County's
14 issuance of a Notice to Proceed is delayed due to Design-Builder's failure to return a fully executed
15 Agreement, insurance documents or bonds within fourteen (14) calendar days after the date of award
16 of the Contract, one (1) calendar day will be deducted from the number of days to achieve
17 Substantial Completion of the Work for every day of delay in County's receipt of such documents.
18 This right is in addition to and does not affect County's right to demand forfeiture of Design Builder's
19 bid Security, or any other rights or remedies available to County if Design-Builder persistently
20 delays in providing the required documentation. Design-Builder agrees to promptly commence the
21 Work after the Notice to Proceed is issued by the County, to achieve Substantial Completion of the
22 entire Work within [887] calendar days after the Date of Commencement ("Contract Time") and
23 to achieve Final Completion of the Work within [20] calendar days from the date of the Certificate
24 of Substantial Completion. The Contract Time may be extended only with the written authorization
25 of the County.

26 B. Paragraph 4.1.1, is hereby amended in its entirety to read as follows: Total Compensation. County
27 shall pay the Design-Builder in current funds for the Design-Builder's complete performance of the
28

1 Work, including, but not limited to design, demolition, advanced procurement, and construction in
2 accordance with the Contract Documents the Contract Sum of Sixteen Million, Nine Hundred
3 Thirty-Two Thousand, Six Hundred Nine Dollars (\$16,932,609); this Contract Sum includes
4 \$1,192,482 in Owner Unforeseen Conditions Allowance, as further detailed below.

5 a. Unforeseen Conditions Allowance Criteria

- 6 i. Applies to all material and labor allowances identified in the contract documents.
7 ii. The Allowance is used only as directed by the County.
8 iii. The Allowance is used exclusively for the County's purposes and for the defined
9 Scope of Work.
10 iv. The Contractor will prepare detailed breakdown of all costs associated with the work
11 defined for the allowance. These amounts will be charged against the Allowance by
12 an Owner Change Order, based on final detailed payment receipts and back-up as
13 required by County, and will include all direct costs of work performed under the
14 defined work scope.
15 1. The Contractor shall obtain quotes for equipment from three separate vendors
16 and present to County for consideration and selection.
17 v. The Contractor shall include in the base bid contract amount all cost of coordination,
18 supervision, bond costs, overhead and profit, supervision, installation and all indirect
19 project costs associated with the work defined. Where allowance amount is not
20 exceeded, no general contractor costs will be permitted to be charged against the
21 allowance amounts specified below.
22 1. At project closeout, unused Unforeseen Conditions Allowances shall be
23 credited to the County by Change Order based on the cash value established
24 per Section IV above.
25 2. Changes that exceed the amount of each allowance will be processed as a
26 Change Order per Contract Documents.
27
28

1 Exhibit I Design and Construction Clarifications, attached herein, is incorporated at the end of the
2 Agreement.


3
4 [REMAINDER OF PAGE LEFT BLANK]
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 IN WITNESS HEREOF, the parties hereto have caused their duly authorized representatives to execute
2 this First Amendment.


3
4 "COUNTY"
5 COUNTY OF RIVERSIDE

CONSULTANT:
Tilden-Coil Constructors, Inc.

6
7 By: 
8 Chair **CHUCK WASHINGTON**
9 Board of Supervisors


By: 
Name: Dayne Brassard
Title: President and CEO

10
11
12 ATTEST:
13 KIMBERLY A. RECTOR
14 Clerk of the Board

15
16 By: 
17 Deputy

18
19 (SEAL)

20
21
22 APPROVED AS TO FORM:
23 MINH C. TRAN
24 County Counsel

25
26 By: 
27 Deputy County Counsel

MAY 07 2024 3.11

Exhibit I –Design and Construction Clarifications

The following Assumptions and Clarifications are provided to convey the scope of the contract and the general approach taken by the Design-Builder. Items noted as not required or not applicable are not included in this contract.

- A. GMP Based on Calimesa PC#2 Set date 03.19.24, Lakeland Village Bid Sets dated 02.29.24 and Addendum #1 dated 03.19.24
- B. Permit costs, temp power usage costs, construction water costs and traffic control costs are unknown at this time, but shall be carried within the Unforeseen Conditions Allowance.
- C. Calimesa electrical costs are assuming the reuse and relocation of existing MSB. If the existing MSB is not able to be modified and Edison requires a new metered gear, a replacement MSB will be required with a potential of 10-month lead time.
- D. Spectrum Infrastructure has not been designed. A 4" conduit from telecom room to telecom vault for Frontier has been included.
- E. Access Control system with card readers by Alarm.com was included at (3) doors per library
- F. Telecommunications Horizontal Cabling including racks and patch panels has been included. All backbone cabling, electronics, and WAPs will be furnished and installed by the County.
- G. Lakeland Village Library will require a Bioretention basin which has not been designed and not included in the GMP. This design will require 2-4 weeks of redesign. An allowance has been carried for the added design and construction of the system. GMP includes drywells as detailed on C-4.0
- H. Water Connection Standard Detail at Calimesa, W-5, noted that the street work in the ROW was by the South Mesa. Per coordination with South Mesa, this work is to be by the installing Contractor. This scope has been included.
- I. SCG Gas line routing and connection is unknown. An allowance is being carried.

PROFESSIONAL SERVICES AGREEMENT

For LAKELAND VILLAGE AND CALIMESA BRANCH LIBRARY PROJECT

(ED1900567/ED1900667)

This Agreement is made and entered as of the date of the last signature on the signature page of this contract by and between TWINING CONSULTING, INC. (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 complete special material inspection and testing services as described in further detail in Exhibit "A" for the Project entitled: Lakeland Village and Calimesa Branch Library Project. CONSULTANT shall provide all services in accordance with this Agreement and as outlined and specified in Exhibit "A", consisting of one (1) 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 **January 14, 2026**, 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 Ninety-Nine Thousand, Three Hundred Twenty-Three Dollars. (\$199,323.00)** per Exhibit A, unless a written amendment to the Agreement is executed by both parties prior to performance of additional services. The compensation includes \$103,740.00 for Calimesa Library and \$95,583.00 for Lakeland Village Library.

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 \$2,000,000 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 Country'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 1 copy 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:	CONSULTANT:
Office of Economic Development	Twining Consulting, Inc.
3403 10 TH Street, Suite 400	111 Main St., Unit A
Riverside, CA 92501	Riverside, CA 92501
Attn: Erik Sydow	Attn: Benito Caban

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 Minute Order 3.16 of 11/08/22 and for the Purchase Order issued pursuant to the same.

23. COUNTERPARTS; DIGITAL SIGNATURES: This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing


and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

(Remainder of Page Intentionally Left Blank; Signature Page Follows)

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

“COUNTY”

COUNTY OF RIVERSIDE

By: 

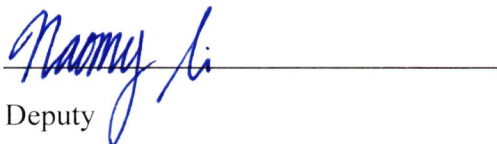
Chair, Board of Supervisors

CHUCK WASHINGTON

ATTEST:

KIMBERLY A. RECTOR

Clerk of the Board

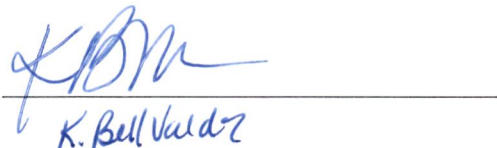
By: 
Deputy

(SEAL)

APPROVED AS TO FORM:

MINH C. TRAN

County Counsel

By: 
K. Bell Valdez

Deputy County Counsel

“CONSULTANT”

Twining Consulting, Inc.

By: Benito Caban

Title: President and Secretary

By: 

Federal Tax I.D. No. 33-0820000

Address: 18071 Mount Washington St.,
Fountain Valley, CA 92709
Unit A

Exhibit "A"

Scope:

Consultant shall provide special inspection and material testing services during construction of the Lakeland Village and Calimesa Branch Library Projects (ED1900567/ED1900667). Consultant shall assume the role as Geotechnical Engineer of Record (GEOR). A geotechnical engineer will review the geotechnical report, project plans, and specifications. The geotechnical engineer will provide plan review, respond to RFI's, and other as-needed geotechnical engineering support in order to complete the project in a timely manner. Oversight for field compaction, soil testing duties, and laboratory testing are also provided. Consultant will perform the following testing and inspections as required:

- Soils inspections and testing – Consultant's soils technician will provide continuous observation during the grading of the building pad and site grading. Removal bottoms, field density testing during construction, utility trench backfill, and placement of pavement sections will be documented. Testing will utilize the nuclear gauge method in conjunction with the sand cone method as required. Materials used as fill will be sampled and tested in laboratory and may include maximum dry density-optimum moisture content, expansion index, corrosivity testing, or sieve analyses.
- Reinforced concrete inspections – Consultant will provide an ACI Technician for concrete quality control of air, slump, and water control, and collection of concrete cylinder samples. Rebar and concrete placement will be reported and observed.
- Structural steel – Consultant will provide AWS-CWI for field and related visual and NDT testing if needed.
- Foundation – Consultant will provide pull and torque testing and installation observation of epoxy dowels, wedge anchors, and embed. Geotechnical engineer will perform periodic site visits to observe the as-grade conditions and the excavation for the proposed footings to check for conformance with the project geotechnical recommendations.

Fee Breakdown (Time and Materials):

1. Lakeland Village Library	\$95,583.00
2. Calimesa Library	\$103,740.00
Total	\$199,323.00