

AGENDA  
THURSDAY MAY 17, 2012  
OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY FOR  
THE COUNTY OF RIVERSIDE  
CONFERENCE ROOM C, 5th FLOOR – COUNTY ADMINISTRATIVE CENTER  
4080 Lemon Street, Riverside, California  
(Clerk 951-955-1060)

**1:30 P.M.**

Pledge of Allegiance to the Flag

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OPENING COMMENTS:

BOARD MEMBERS

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**ADMINISTRATIVE ACTION:**

1. Approval of Meeting Minutes – May 3, 2012
2. Approval of Successor Agency Item 4.1 of May 8, 2012: Mead Valley Library – Consulting Services Agreement for Construction Management Services with GKKWorks, Inc.
3. Approval of Successor Agency Item 4.3 of May 8, 2012: Mead Valley Library – Atkins North America – Final Invoice.
4. Approval of Successor Agency Item 4.4 of May 8, 2012: Mead Valley Community Center – First Amendment to the Consulting Services Agreement with Shadpour Consulting Engineers, Inc.
5. Dissolution Plan – Discussion Only

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ORAL COMMUNICATIONS FROM THE AUDIENCE ON ANY MATTER WHICH DOES NOT APPEAR ON THE BOARD'S AGENDA:

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**MEETING ADJOURNED TO:**

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Accommodation under the Americans with Disabilities act and agenda in alternate formats are available upon request. **Requests must be made at least 72 hours prior to the meeting.** Later requests will be accommodated to the extent feasible. Please telephone Lisa Wagner at the Clerk of the Board office at (951) 955-1063, from 8:00 a.m. to 5:00 p.m., Monday through Thursday.

**OVERSIGHT BOARD**  
FOR THE  
**SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY**  
FOR THE  
**COUNTY OF RIVERSIDE**

*Reports, Discussion and Action Items*

**Meeting Date:** May 17, 2012

**Action:** **Approval of Mead Valley Library Project Consulting Services Agreement - Successor Agency Item 4.1, as approved by the County of Riverside Board of Supervisors on May 8, 2012**

**Background:**

On May 8, 2012, the Board of Supervisors for the County of Riverside (BOS), as the governing Board of the Successor Agency to the Redevelopment Agency for the County of Riverside, approved item 4.1, a consulting services agreement with GKKWorks, Inc. for construction management services required for the completion of the Mead Valley Library Project.

Specific details pertaining to the item are included in the attached staff report to the BOS.

**Recommendation:** Staff recommends that the Oversight Board for the Successor Agency to the Redevelopment Agency for the County of Riverside approve Item 4.1 related to the Mead Valley Library Project, as approved by the County of Riverside Board of Supervisors on May 8, 2012.

**Attachments:** Staff Report to the Board of Supervisors for the County of Riverside, Item 4.1 of May 8, 2012

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

714



**FROM:** Successor Agency to the Redevelopment Agency

**SUBMITTAL DATE:**  
April 26, 2012

**SUBJECT:** Mead Valley Library – Consulting Services Agreement for Construction Management Services with GKKWorks, Inc.

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

1. Approve and authorize the Chairman of the Board to execute the attached consulting services agreement between GKKWorks, Inc. and the County of Riverside in the amount of \$25,000; and
2. Direct the Successor Agency to submit this item for approval at the next Oversight Board meeting.

**BACKGROUND:** On June 28, 2011, the Board of Directors of the Redevelopment Agency for the county of Riverside awarded construction of the Mead Valley Library Project to Stronghold Engineering.

(Continued)

*Robert Field*

Robert Field  
Assistant County Executive Officer/EDA

**REVIEWED BY CIP**  
*Christopher Hans*

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 25,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

**COMPANION ITEM ON BOARD OF DIRECTORS AGENDA:** No

<b>SOURCE OF FUNDS:</b> I-215 Corridor Redevelopment Project Area Capital Improvement Funds – Mead Valley Sub-Area (previously approved budget)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE  
*Jennifer L. Sargent*  
BY: Jennifer L. Sargent

County Executive Office Signature

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

On motion of Supervisor Tavaglione, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone and Benoit  
Nays: None  
Absent: Ashley  
Date: May 8, 2012  
xc: RDA, EDA, Auditor, CIP

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

Prev. Agn. Ref.: 4.11 of 6/28/11; 4.2 of 5/24/11; 4.2 of 4/26/11 | District: 1/1 | Agenda Number: **4.1**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: *Samuel Wong* 4/26/12  
 Departmental Co-SAMUEL WONG  
 FORM APPROVED COUNTY COUNSEL  
 DATE: 4/13/12  
 BY: MARSHAL L. VICTOR

Policy  
 Policy  
 Consent  
 Consent  
 Dept's Recomm.:  
 Per Exec. Ofc.:

**BACKGROUND:** (Continued)

That contract obligated the former Redevelopment Agency to cooperate with the contractor for the orderly progression and performance of the work. Due to the complexity of the project's scheduling software, the Agency determined a construction management firm would be essential to evaluate and critique the schedule submitted by the contractor. The scope of services provided herein primarily involve schedule analysis, however, may include but are not limited to the following as needed such as weekly construction meetings, construction schedule reviews, monthly pay application reviews, change order management, budgeting and cost estimating, value engineering, quality control and project closeout.

The funding for this proposal will not be an additional cost to the project as it is accounted for in the original approved project budget under Miscellaneous Expenses. Because the entire approved project budget for the project was listed on the Initial Recognized Obligation Payment Schedule (IROPS) prepared by the Successor Agency, the funding for this contract is already reflected on the IROPS. Staff recommends approval of the consulting services agreement between GKKWorks, Inc. and the County of Riverside.

Attached:

- Consulting Services Agreement with GKKWorks, Inc.

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**CONSULTING SERVICES AGREEMENT  
BY AND BETWEEN THE  
THE COUNTY OF RIVERSIDE  
AND GKKWORKS, INC.  
FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE MEAD VALLEY  
LIBRARY PROJECT**

**THIS AGREEMENT**, is made and entered into this 8<sup>th</sup> day of May, 2012,  
by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of  
California acting in its capacity as Successor Agency to the Redevelopment Agency for  
the County of Riverside (hereinafter "AGENCY"), and **GKKWORKS, INC.** (hereinafter  
"CONSULTANT").

**RECITALS**

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

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

**WHEREAS**, the County of Riverside and the Former RDA adopted by Ordinance  
No. 639, on December 23, 1986 a redevelopment plan for an area within the County  
identified as the Interstate 215 Corridor Project Area (I-215), Mead Valley Sub-Area  
(hereinafter the "PROJECT AREA");

**WHEREAS**, the I-215 Corridor Redevelopment Plan (hereinafter "PLAN") was  
adopted in order to eliminate blight and revitalize the substandard physical and  
economic conditions that exist within the PROJECT AREA;

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1           **WHEREAS**, pursuant to Sections 34177-34181 of the Health and Safety Code,  
2 the AGENCY is authorized to make and execute contracts and other instruments  
3 necessary or convenient in compliance with the Enforceable Obligation Payment  
4 Schedule (EOPS) as superseded by the Recognized Obligation Payment Schedule  
5 (ROPS) as adopted by the Agency and the Oversight Board;

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

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

14           **WHEREAS**, the proposed services provided in this agreement will benefit the  
15 PROJECT AREA by facilitating construction management services needed for the Mead  
16 Valley Library Project in order to help eliminate blight and revitalize the physical and  
17 economic conditions that exist in the PROJECT AREA;

18           **WHEREAS**, the AGENCY has selected CONSULTANT, GKKWORKS, INC; and

19           **WHEREAS**, CONSULTANT has agreed to provide such services to AGENCY.

20           **NOW THEREFORE**, based on the mutual promises contained herein, the parties  
21 hereto do hereby agree as follows:

22           1.     **SCOPE OF WORK.**     CONSULTANT will provide services which are  
23 described on Attachment "A" attached hereto.

24           2.     **COMPENSATION AND METHOD OF PAYMENT.**     CONSULTANT  
25 compensation shall be an amount not to exceed twenty five thousand Dollars (\$25,000).  
26 CONSULTANT shall submit invoices to AGENCY for progress payments based on work  
27 completed to date. AGENCY shall reimburse CONSULTANT within thirty (30) days of  
28 receipt of invoice.

1           **3.     AMENDMENTS TO WORK PROGRAM.** AGENCY'S Assistant County  
2 Executive Officer, or designee, is authorized to approve and execute changes to the  
3 Agreement. Such changes shall be mutually agreed upon by and between the  
4 Assistant County Executive Officer/EDA, or designee, and CONSULTANT, and shall be  
5 incorporated in written amendments to this Agreement.

6           **4.     TIME OF PERFORMANCE.** CONSULTANT shall commence and  
7 complete performance of services described in Attachment "A" upon execution of this  
8 Agreement by the AGENCY and agrees that it will diligently and responsibly pursue the  
9 performance of the services required of it by this Agreement. CONSULTANT will  
10 perform the services on Exhibit "A" through project completion unless the work program  
11 is altered by written amendments pursuant to the provisions in Section 3. All services to  
12 be performed herein shall be completed no later than December 31, 2012.

13           **5.     COOPERATION BY AGENCY.** All information, data, reports, records,  
14 and maps as they currently exist, available to AGENCY and necessary for carrying out  
15 the work described, shall be furnished to CONSULTANT without charge by AGENCY.  
16 AGENCY shall cooperate with CONSULTANT as appropriate to facilitate, without undue  
17 delay, the work to be performed under this Agreement.

18           **6.     DESIGNATED REPRESENTATIVES.** The following individuals are  
19 hereby designated as representatives of the AGENCY and CONSULTANT respectively  
20 to act as liaison between the parties:

21           **AGENCY**

22           **Gloria Perez**

23           **Project Manager**

24           **Redevelopment Agency**

25           **For the County of Riverside**

26           **3403 10th Street Ste. 400**

27           **Phone: (951) 955-0911**

28           **Fax: (951) 955-4890**

**CONSULTANT**

**J. Brandon Dekker**

**Director of Business Development**

**Gkkworks, Inc**

**3600 Lime Street, Suite 623**

**Riverside, CA 92501**

**Phone: (951) 778-0704**

**Fax: (951) 778-0405**

1 Any change in designated representatives shall be promptly reported to the other  
2 party in order to ensure proper coordination of the Project.

3 **7. STANDARDS OF PERFORMANCE.** CONSULTANT shall comply with all  
4 applicable laws, ordinances and codes of the federal, state and local governments while  
5 performing the services described herein in a good, skillful, and professional manner.

6 **8. OWNERSHIP OF DOCUMENTS.** Documents, reports and materials  
7 prepared under this Agreement shall become the property of AGENCY upon receipt by  
8 AGENCY'S designated representative named in Section 6 of this Agreement.

9 **9. PERSONNEL AND ASSIGNMENT.** CONSULTANT represents that it has  
10 all personnel required to perform the services under this Agreement or will subcontract  
11 for necessary services. CONSULTANT'S personnel shall not be employed by, nor have  
12 any direct contractual relationship with AGENCY. All services required hereunder shall  
13 be performed by CONSULTANT, its employees, or personnel under direct contract with  
14 CONSULTANT or subcontractors, it being specifically provided, however, that  
15 CONSULTANT shall not assign or subcontract the performance of this Agreement nor  
16 any part thereof without the prior, written consent of AGENCY.

17 **10. NON-DISCRIMINATION REQUIREMENTS.** CONSULTANT shall ensure  
18 that there shall be no discrimination against or segregation of any person, or group of  
19 persons, on account of race, color, creed, religion, age, sex, marital status, handicap,  
20 national origin, ancestry or any category protected pursuant to the California Fair  
21 Employment and Housing Act, in the performance of this Agreement and that  
22 CONSULTANT, Contractor, or any person claiming under or through AGENCY shall not  
23 establish or permit any such practice or practices of discrimination or segregation.

24 **11. LEGAL REVIEWS.** AGENCY may, in its sole and exclusive discretion,  
25 conduct reviews to determine the legal sufficiency of any and all documents prepared  
26 by CONSULTANT, by or through AGENCY Counsel.

27 **12. GOVERNING LAW; JURISDICTION.** This Agreement shall be governed  
28 by and construed in accordance with the laws of the State of California. The Parties



1 agree that this Agreement has been entered into at Riverside, California, and that any  
2 legal action related to the interpretation or performance of the Agreement shall be filed  
3 in the Superior Court for the State of California, in Riverside, California.

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

11 **14. TERM AND TERMINATION.** The term of this Agreement shall be one (1)  
12 year from the date of execution. This Agreement may be terminated by AGENCY for  
13 any reason (with or without cause) upon giving fourteen (14) days written notice to  
14 CONSULTANT. AGENCY may terminate the Agreement immediately when: (1) it is  
15 determined by AGENCY that CONSULTANT activities are resulting in or may result in  
16 discredit to AGENCY; or (2) CONSULTANT has breached a material provision of this  
17 Agreement. In the event of termination, AGENCY may proceed with the work in any  
18 manner it deems to be proper and in the best interests of AGENCY.

19 Either party may terminate this Agreement upon thirty (30) days written notice to  
20 the other. In the event of such termination, CONSULTANT shall be compensated for all  
21 services performed and expenses incurred to the date of notice of termination as  
22 described in a written report to AGENCY prepared by CONSULTANT. Upon  
23 termination, CONSULTANT shall submit to AGENCY all materials and reports (including  
24 any uncompleted reports or unfinished work). Such compensation shall be paid within  
25 thirty (30) days of termination.

26 **15. NOTICES OF TERMINATION.** Notice of termination by AGENCY to  
27 CONSULTANT shall be deemed delivered if sent by certified mail, return receipt  
28 requested, to: CONSULTANT; Notice by CONSULTANT to AGENCY shall be deemed

1 delivered if sent by certified mail, return receipt requested, to AGENCY:

2       **16. CONFLICT OF INTEREST.** CONSULTANT represents and agrees that  
3 CONSULTANT has not employed any person to solicit or procure this Agreement, and  
4 has not made, and will not make, any payment or any agreement for the payment of any  
5 commission, percentage, brokerage, contingent fees, or other compensation in  
6 connection with the procurement of this Agreement.

7       **17. INDEPENDENT CONSULTANT.** It is understood and agreed that  
8 CONSULTANT is an independent contractor and that no relationship of employer-  
9 employee exists between the parties hereto. CONSULTANT shall not be entitled to any  
10 benefits payable to employees of AGENCY including County Workers' Compensation  
11 Benefits. It is further understood and agreed by the parties hereto that CONSULTANT  
12 in the performance of its obligation hereunder is subject to the control or direction of  
13 AGENCY merely as to the result to be accomplished by the services hereunder agreed  
14 to be rendered and performed and not as to the means and methods of accomplishing  
15 the results. CONSULTANT, its employees and agents shall maintain professional  
16 licenses required by the laws of the State of California at all times while performing  
17 services under the Agreement.

18       **18. INSURANCE.** Without limiting or diminishing CONSULTANT's obligation  
19 to indemnify and hold the County harmless, CONSULTANT shall procure and maintain,  
20 or cause to be maintained at its sole cost and expense, the following insurance  
21 coverage during the term of this Agreement:

22           a.       **Workers' Compensation:** If CONSULTANT has employees as  
23 defined by the State of California, CONSULTANT shall maintain  
24 Workers' Compensation Insurance (Coverage A) as prescribed by the  
25 laws of the State of California. Policy shall include Employers' Liability  
26 (Coverage B) including Occupational Disease with limits not less than  
27 \$1,000,000 per person per accident. Policy shall be endorsed to  
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1 waive subrogation in favor of the County and, if applicable, provide a  
2 Borrowed Servant/Alternate Employer Endorsement.

3 b. **Commercial General Liability:** Commercial General Liability  
4 insurance coverage, including but not limited to, premises liability,  
5 contractual liability, products/completed operations if applicable, personal  
6 and advertising injury covering claims that arise from or out of  
7 CONSULTANT's operations, use and management of the premises, or the  
8 performance of its obligations hereunder. Policy shall name, by Policy  
9 Endorsement, the County of Riverside, its Directors, Officers, Special  
10 Districts, Board of Supervisors, employees, agents or representatives as  
11 Additional Insured. Policy limits shall not be less than \$2,000,000 per  
12 occurrence combined single limits. If Policy contains a general aggregate  
13 limit, it shall apply separately to this agreement or be no less than two (2)  
14 times the occurrence limit. Policy shall also contain coverage for \$5,000  
15 Medical Payments per accident, per person, and Fire Legal Liability in an  
16 amount not less than \$50,000.

17 c. **Vehicle Liability:** If CONSULTANT uses, or causes to be used,  
18 any vehicle or mobile equipment in the performance of its obligations  
19 under this Agreement, CONSULTANT shall maintain liability insurance for  
20 all owned, non-owned and hired vehicles in an amount not less than  
21 \$1,000,000 per occurrence combined single limit. If Policy contains a  
22 general aggregate limit, it shall apply separately to this Agreement or be  
23 no less than two (2) times the occurrence limit. Policy shall be endorsed to  
24 name the County as Additional Insured.

25 d. **Property (Physical Damage):** All-Risk personal property  
26 insurance coverage for the full replacement value of all CONSULTANT's  
27 equipment, systems, structures and improvements/alterations if any  
28 (Care, Custody, and Control of CONSULTANT) used on County premises,

1 or used in any way connected with the accomplishment of the work or  
2 performance of services under this Agreement.

3 e. **Professional Liability:** CONSULTANT shall maintain  
4 Professional Liability Insurance providing coverage for performance of  
5 work included within this Agreement, with a limit of liability of not less than  
6 \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If  
7 CONSULTANT's Professional Liability Insurance is written on a claims-  
8 made basis (Project Specific) rather than an occurrence basis, such  
9 insurance shall continue through the term of this Agreement. Upon  
10 termination of this Agreement, or the expiration or cancellation of the  
11 claims made insurance policy, CONSULTANT shall purchase at its sole  
12 expense either 1) an Extended Reporting Endorsement (also known as  
13 Tail Coverage), or 2) Prior Dates Coverage from a new insurer with a  
14 retroactive date back to the date of, or prior to, the inception of this  
15 Agreement, or 3) demonstrate through Certificates of Insurance that  
16 CONSULTANT has maintained continuous coverage with the same or  
17 original insurer. Coverage provided under items 1), 2), or 3) will continue  
18 for a period of five (5) years beyond the termination of this Agreement.

19 f. **General Insurance Provisions - All lines:**

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21 (1) Any insurance carrier providing insurance coverage hereunder shall  
22 be admitted to the State of California unless waived, in writing, by  
23 the County Risk Manager. Carrier(s) shall have an A.M. BEST  
24 rating of not less than an A:VIII. Insurance deductibles or self-  
25 insured retentions must be declared by the carrier(s), and such  
26 deductibles and retentions shall have the prior written consent from  
27 the County Risk Manager. At the election of the Risk Manager,  
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1 carriers shall provide written notification, and shall either 1) reduce  
2 or eliminate such deductibles or self-insured retentions, or 2)  
3 procure a bond which guarantees payment of losses and related  
4 investigations, claims administration, and defense costs and  
5 expenses. If no written notice is received from the County Risk  
6 Manager within ten (10) days of the acceptance of agreement, then  
7 such deductibles or self-insured retentions shall be deemed  
8 acceptable.  
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10  
11 (2) Cause its insurance carrier(s) to furnish the County of Riverside  
12 with either 1) a properly executed original Certificate(s) of  
13 Insurance and certified original copies of Endorsements effecting  
14 coverage as required herein, or 2) if requested to do so in writing by  
15 the County Risk Manager, provide original Certified copies of  
16 policies including all Endorsements and all attachments thereto,  
17 showing such insurance is in full force and effect. Except on  
18 professional liability policy, the County of Riverside, its Directors  
19 and Officers, Special Districts, Board of Supervisors, elected  
20 officials, employees, agents or representatives are named as  
21 Additional Insured. Further, said Certificates(s) and policies of  
22 insurance shall contain the covenant of the insurance carrier(s) that  
23 thirty (30) days written notice shall be given to the County of  
24 Riverside prior to any material modification, cancellation, expiration  
25 or reduction in coverage of such insurance. In the event of a  
26 material modification, cancellation, expiration or reduction in  
27 coverage, this lease shall terminate forthwith, unless the County of  
28 Riverside receives, prior to such effective date, another properly

1 executed original Certificate of Insurance and original copies of  
2 endorsements or certified original policies, including all  
3 endorsements and attachments thereto evidencing coverage set  
4 forth herein and the insurance required herein is in full force and  
5 effect. **CONSULTANT shall not take commence operations**  
6 **under this Agreement until the County of Riverside has been**  
7 **furnished original Certificate(s) of Insurance and certified**  
8 **original copies of Endorsements or Policies of insurance**  
9 **including all endorsements and any and all other attachments**  
10 **as required in this Section. The original Endorsements for**  
11 **each policy and the Certificate of Insurance shall be signed by**  
12 **an individual authorized by the insurance carrier and to do so**  
13 **on its behalf.**

14 (3) It is understood and agreed to by the parties hereto and the  
15 insurance company(s), that the Certificate(s) of Insurance and  
16 policies shall so covenant and shall, except on professional liability  
17 policy, be construed as primary, and the County's insurance and/or  
18 deductibles and/or self-insured retentions or self-insured programs  
19 shall not be construed as contributory.

20 The County of Riverside Reserved Rights Insurance. The County  
21 of Riverside reserves the right to adjust the monetary limits of  
22 insurance coverage during the term of this agreement or any  
23 extension thereof if in the County Risk Manager's reasonable  
24 judgment, the amount or type of insurance carried by the  
25 CONSULTANT becomes inadequate.

26 (4) CONSULTANT shall pass down the insurance obligations  
27 contained herein to all tiers of subcontractors working under this  
28 Agreement.

1           **19.    INDEMNITY AND HOLD HARMLESS:** The CONSULTANT agrees to and  
2 shall indemnify and hold harmless the County of Riverside, its Agencies, Districts,  
3 Departments and Special Districts, their respective directors, officers, Board of  
4 Supervisors, elected and appointed officials, employees, agents and representatives  
5 (hereinafter individually and collectively referred to as "Indemnitees") from:

6           A.     All liability, including, but not limited to loss, suits, claims, demands,  
7 actions, or proceedings to the extent caused by any alleged or actual  
8 negligent, reckless or intentional act, error or omission, of CONSULTANT,  
9 its directors, officers, partners, employees, agents or representatives or  
10 any person or organization for whom CONSULTANT is responsible,  
11 arising out of or from the performance of professional services under this  
12 Agreement; and

13          B.     All liability, including but not limited to, loss, suits, damage, claims  
14 and demands, based upon any alleged or actual act, error, omission, or  
15 occurrence of CONSULTANT its directors, officers, partners, employees,  
16 agents or representatives or any person or organization for whom  
17 CONSULTANT is responsible, arising out of, in connection with, resulting  
18 from conditions created by CONSULTANT or caused by the  
19 CONSULTANT's performance or failure of performance of any work or  
20 services, other than professional services covered under Section 'A'  
21 above, under this Agreement.

22                 As respects each and every indemnification herein CONSULTANT  
23 shall defend and pay, at its sole expense, all costs and fees including but  
24 not limited to attorney fees, cost of investigation, and defense and  
25 settlements or awards against the County of Riverside, its Agencies,  
26 Districts, Special Districts and Departments, their respective directors,  
27 officers, Board of Supervisors, elected and appointed officials, employees,  
28 agents and representatives.

1 With respect to any action or claim subject to indemnification herein  
2 by CONSULTANT, CONSULTANT shall, at their sole cost, have the right  
3 to use counsel of their own choice and shall have the right to adjust, settle,  
4 or compromise any such action or claim without the prior consent of  
5 County; provided, however, that any such adjustment, settlement or  
6 compromise in no manner whatsoever limits or circumscribes  
7 CONSULTANT's indemnification to Indemnitees as set forth herein.

8 CONSULTANT's obligation hereunder shall be satisfied when  
9 CONSULTANT has provided to Indemnitees the appropriate form of  
10 dismissal relieving Indemnitees from any liability for the action or claim  
11 involved.

12 The specified insurance limits required in this Agreement shall in no way  
13 limit or circumscribe CONSULTANT's obligations to indemnify and hold  
14 harmless Indemnitees from third party claims.

15 In the event there is conflict between this clause and California Civil  
16 Code Section 2782, this clause shall be interpreted to comply with Civil  
17 Code 2782. Such interpretation shall not relieve the CONSULTANT from  
18 indemnifying the County to the fullest extent allowed by law.

19 **21. ENTIRE AGREEMENT.** This Agreement is intended by the Parties hereto  
20 as a final expression of their understanding with respect to the subject matter hereof  
21 and as a complete and exclusive statement of the terms and conditions thereof and  
22 supercedes any and all prior and contemporaneous agreements and understandings,  
23 oral or written, in connection therewith. Any amounts to or clarification necessary to this  
24 Agreement shall be in writing and acknowledged by all parties to the Agreement. This  
25 Agreement may be changed or modified only upon the written consent of the Parties.

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2 **IN WITNESS WHEREOF**, the County of Riverside, acting in its capacity as  
3 Successor Agency to the Redevelopment Agency for the County of Riverside and  
4 CONSULTANT, have executed this Agreement as of the date first above written.

5  
6 COUNTY OF RIVERSIDE

GKKWORKS, INC.

7  
8   
9 \_\_\_\_\_  
10 John Tavaglione  
Chairman, Board of Supervisors

\_\_\_\_\_   
MARK BROWN  
Vice President Construction Services

11 ATTEST:  
12 KECIA HARPER-IHEM, Clerk  
13 By   
14 DEPUTY

15 APPROVED AS TO FORM:  
16 PAMELA WALLS  
Agency Counsel

17  
18 By  2/27/12  
19 Deputy



EXHIBIT "A"

3600 Lime Street, Suite 623 | RIVERSIDE | CA 92501  
951 778 0704 | 951 778 0405 FAX | www.gkkworks.com

December 8th, 2011

Ms. Gloria Perez  
Regional Manager  
County of Riverside EDA  
3403 Tenth St., Suite 400  
Riverside, CA 92501

Dear Gloria,

Thank you again for the opportunity to continue to service your team. Today Thursday the 8<sup>th</sup> we spoke about providing you with scheduling support for the Mead Valley Library in addition to other potential project support.

We propose an amount of \$25,000 in the form of an open purchase order. This is an effort to not only service the County with the review of the Mead Valley Library construction schedule. The scope of services provided may include but are not limited to the following as needed such as: weekly construction meetings, construction schedule reviews, monthly pay application reviews, change order management, budgeting and cost estimating, value engineering, bid and award management, design management, alternative delivery evaluation, Quality Control and project closeout. The above described services will be billed at an hourly rate per the attached not to exceed \$25,000.

Attached is a listing of the hourly rates which will be applied based on the services needed by the Agency. Upon seventy-five percent (75%) completion we will provide written notification in an effort to keep you abreast of the hours worked for each task.

With authorization of this proposal and receipt of a purchase order we will begin work immediately. Our team continues to value the partnership that we have continued to have with the Agency and look forward to providing your team with great value and keep the County's best interests at the forefront by providing a unique level of expertise. If you have any questions please don't hesitate to call me at 951-778-0704.

Respectfully,

J. Brandon Dekker

Director of Business Development

**OVERSIGHT BOARD**  
FOR THE  
**SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY**  
FOR THE  
**COUNTY OF RIVERSIDE**

*Reports, Discussion and Action Items*

**Meeting Date:** May 17, 2012

**Action:** Approval of Mead Valley Library Project Final Invoice to Atkins North America - Successor Agency Item 4.3, as approved by the County of Riverside Board of Supervisors on May 8, 2012

**Background:**

On May 8, 2012, the Board of Supervisors for the County of Riverside (BOS), as the governing Board of the Successor Agency to the Redevelopment Agency for the County of Riverside, approved item 4.3, an addition of a final invoice owed to Atkins North America for the Mead Valley Library Project to the Initial Recognized Obligation Payment Schedule.

Specific details pertaining to the item are included in the attached staff report to the BOS.

**Recommendation:** Staff recommends that the Oversight Board for the Successor Agency to the Redevelopment Agency for the County of Riverside approve Item 4.3 related to the Mead Valley Library Project, as approved by the County of Riverside Board of Supervisors on May 8, 2012.

**Attachments:** Staff Report to the Board of Supervisors for the County of Riverside, Item 4.3 of May 8, 2012

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

716



**SUBMITTAL DATE:**  
April 26, 2012

**FROM:** Successor Agency to the Redevelopment Agency

**SUBJECT:** Mead Valley Library – Atkins North America – Final Invoice

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

1. Authorize amendment to the Initial Obligation Payment Schedule (IROPS) by addition of the amount of \$1,933 for the final invoice from Atkins North America Inc;
2. Direct the Successor Agency to submit this item for approval at the next Oversight Board meeting.

**BACKGROUND:** (Commences on Page 2)

Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 1,933	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

**COMPANION ITEM ON BOARD OF DIRECTORS AGENDA:** No

<b>SOURCE OF FUNDS:</b> I-215 Corridor Redevelopment Project Area Capital Improvement Funds – Mead Valley Sub-Area (previously approved budget)	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

BY:   
Jennifer L. Sargent

**County Executive Office Signature**

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

On motion of Supervisor Tavaglione, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone and Benoit  
Nays: None  
Absent: Ashley  
Date: May 8, 2012  
xc: RDA, EDA, Auditor

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

Prev. Agn. Ref.: 4.11 of 6/28/11

District: 1/1

Agenda Number:

43

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY:   
 4/25/12  
 Department of SAMUEL WONG

FORM APPROVED COUNTY COUNSEL  
 4/18/12  
 BY:   
 MARSHA L. VICTOR

Policy  
 Consent  
 Policy  
 Consent  
 Dep't Recomm.:   
 Per Exec. Ofc.:

**BACKGROUND:**

On June 28, 2011, the Board of Directors awarded construction of the Mead Valley Library Project to Stronghold Engineering and also adopted the Initial Study Mitigated Negative Declaration and the Mitigation Monitoring Reporting Program (EA1504001010) as part of the California Environmental Quality Act (CEQA) environmental requirements.

The CEQA document determined that this area was deemed high for paleontological resources, which required a monitor during all earth moving activities. Therefore, on December 14, 2011, in furtherance of their obligation under the construction contract and CEQA document, the Redevelopment Agency for the County of Riverside entered into an agreement with Atkins North America, Inc. to complete a paleontologic resources survey in the amount of \$19,275 to determine the need for potential intensity of monitoring services for the construction of this project, which was determined to be required. Services were performed during the grading phase of this project. However, the final report determined that there were negative findings for paleontological resources.

The final report was received in late January and the final invoice was received on March 1, 2012. Due to the timing issues, submittal of the final report, receipt of the final invoice and the official elimination of Redevelopment, this agreement was inadvertently left off of the Initial Recognized Obligation Payment Schedule (IROPS) even though the actual agreement was officially approved and signed on December 14, 2011. All other invoices were paid prior to the dissolution of the Redevelopment Agency.

Payment of this invoice does not add any additional cost to the project, as it is within the scope of the original contract of \$19,275. Staff recommends that the Board approve the final invoice payable to Atkins North America in the amount of \$1,933.

Attached:

- Atkins North America – Final Invoice

**ECONOMIC DEVELOPMENT AGENCY  
PAYMENT AUTHORIZATION FORM  
CONTRACTS AND SERVICES**

Division:  SUCCESSOR AGENCY NON-HOUSING  
 SUCCESSOR AGENCY HOUSING

Check Payable to: ATKINS North America INC. Vendor No: \_\_\_\_\_

PeopleSoft No.: ED1504001012 TRIRIGA Project No.: \_\_\_\_\_

Activity Id #: (Check One)

- ED565002 Construction
- ED565309 Dedication Ceremony
- ED565310 Demolition
- ED575300 Design Development
- ED565311 Engineering
- ED580008 Environmental

- ED565312 Ground Breaking
- ED570012 Inspection
- ED595301 Plan Review
- ED500335 Prof Services
- ED

**PAYMENT APPROVAL AUTHORITY: Indicate the approved Minute Order and/or contract (if applicable)**

- Minute Order: \_\_\_\_\_ Date \_\_\_\_\_
- M.O. 4.1 (12/21/99) - Authority to enter into contracts not to exceed \$75,000; Contract date and amount: 12/14/2011 (\$16,540.00)
- M.O. 4.1 (03/14/06) - FACADES\* - Authority to execute agreement not to exceed \$100,000; Agreement date and amount: \_\_\_\_\_

\*Construction only

Project Representative  
 Print Name: Andy Frost  
 Signature: [Signature]  
 Date Received: \_\_\_\_\_ Date Approved: \_\_\_\_\_

Division Approval (Principal or Above)  
 Print Name: Charles Wightman  
 Signature: [Signature]  
 Date Received: 3-27-12 Date Approved: 3/5/12 3-27-12

Event/Project Name	Acct Code/Funding Source/State Code	Amount	Use Tax	Sales Tax	Freight
<u>Mead Valley Library</u>		<u>\$1,932.84</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Other (Check all that apply)**

- File # \_\_\_\_\_
- HUD # \_\_\_\_\_
- P.O./Purchase Contract \_\_\_\_\_
- Fixed Asset (Capitalized Asset) \$5,000 or more
- Non Fixed Asset Less than \$5,000
- Separate Check
- Return Warrant
- Overnight Hold
- Overnight Mail

**Comments:** (Include information such as acreage, address, APN, & Sq. Ft. for Real Property & an explanation is required if invoice differ from payment)

\_\_\_\_\_

\_\_\_\_\_

**For Fiscal Use Only:**

Voucher Number \_\_\_\_\_ Date \_\_\_\_\_

FAS JE Number \_\_\_\_\_ Date \_\_\_\_\_

Fiscal Coder \_\_\_\_\_ Date \_\_\_\_\_

Data Entered Signature \_\_\_\_\_ Date \_\_\_\_\_

Approved By \_\_\_\_\_ Date \_\_\_\_\_



~~Fony~~  
~~Resende~~  
Gloria

EDA  
FEB 09 2012  
Real Estate  
Ste. 500

Riverside County Economic Dev. Agency  
Attn: Accounts Payable  
3403 Tenth Street, 4th Floor  
Riverside, CA 92501

Invoice Date: February 07, 2012  
Project #: 100023357  
Invoice #: 1133263

Atkins  
Project Manager: Jennifer Sanka  
Project Analyst: Jennifer Rogers

Project Description : Mead Valley Library Paleontologic Survey/Monitoring Services  
Invoice Comments:  
Invoicing Period : October 03, 2011 to January 29, 2012



**Basic Services**

**Current**

Sub Consultants 1,932.84

**Total Invoice 1,932.84**

**Total Due this Invoice USD 1,932.84**

Contract Amount : 16,540.00  
Previous Billed: 6,626.24  
Billed to Date 8,559.08  
Contract Balance : 7,980.92

2012 FEB 9 PM 4:00  
Accounts & Finance  
Accounts Payable

PROJECT MGMT 01/11/12

PROJECT MGMT 01/11/12  
2012 MAR -1 PM 12:00

**Remit to:**  
**Atkins North America, Inc.**  
**File 057024**  
**Los Angeles, CA 90074-7024**  
**Tax ID: 59-0896138**  
**Wire Payments: Routing No. 026009593, Acct No 005481516927**  
**ACH EFT Payments: ABA Routing 063100277, Acct No 005481516927**

# REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE CONTRACT EXECUTION FORM

PeopleSoft #: ED1504001012

Project Name: MEAD VALLEY LIBRARY

Project Area: 1-215 Sub-Area: MEAD VALLEY Supervisorial District: 1

BOS/Executive Director Approved Budget: \$13,385,000

Date and Agenda Item # (if applicable): 4.11 OF 6/28/11

Contractor/Consultant: ATKINS NORTH AMERICA, INC.

Contract Components:	<u>Amount</u>	<u>Description</u>
	<u>\$ 19,374.20</u>	<u>Agreement Amount</u>
	<u>\$</u>	<u>Contingency (if applicable)</u>
	<u>\$</u>	<u>Other:</u>
	<u>\$</u>	<u>Other:</u>
	<u>\$</u>	<u>Other:</u>

Total Contract Amount: \$ 19,374.20

Project Representative: Gloria Perez  
Name (print)

[Signature] 12.13.11  
Signature Date

Regional Manager or Unit Supervisor: [Signature]  
Signature

12.13.11  
Date

RDA Administration: [Signature]  
Signature

12-15-11  
Date



# MEMORANDUM

## RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY

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Robert Field  
Assistant County Executive Officer/EDA

**TO:** Project File

**FROM:** Gloria Perez

**DATE:** November 2, 2011

**SUBJECT:** Mead Valley Library Project – Consulting Services Agreement with Atkins North America, Inc.

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This consulting service agreement is considered an enforceable obligation and may be executed because the original construction contract with Stronghold Engineering was executed on June 28, 2011.

On June 29, 2011, Governor Brown signed ABx1 26 and ABx1 27, the Assembly bills which terminated the current redevelopment program statewide, and mandated the creation of a Voluntary Alternative Redevelopment Program (VARP). On July 26, 2011, the Riverside County Board of Supervisors adopted Ordinance No. 912 which authorized Riverside County's participation in VARP. The adoption of the ordinance, pursuant to the guidelines of ABx1 26 and ABx1 27, allowed the Agency to enter into agreements for projects.

On August 11, 2011, the California Supreme Court agreed to hear the case *California Redevelopment Assoc. v. Matosantos*, which disputes the legality of AB1x 26 and AB1x 27. The Court also issued an order granting a stay of the provisions of ABx1 26 and ABx1 27, except for most of the provisions of Part 1.8 of Division 24 of the Health and Safety Code that were enacted in ABx1 26. Subsequently, on August 17, 2011, the court issued a revised order that did not stay any of the provisions of Part 1.8 and further removed the stay on paragraph (2) of subdivision (b) Section 34194 of the Health and Safety Code as enacted in ABx1 27

The Agency obligated itself to cooperate with the contractor as appropriate to facilitate, without undue delay, the work to be performed under the agreement for the construction of the Mead Valley Library Project. The services of Atkins North America, Inc. are needed for paleontological resources survey and monitoring services, and to fulfill the contract with Stronghold Engineering. Stronghold Engineering has moved forward with the work in reliance that the Agency will perform its obligation.

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**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE  
REDEVELOPMENT AGENCY  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**FROM:** Redevelopment Agency

**SUBMITTAL DATE:**  
June 16, 2011

**SUBJECT:** Mead Valley Library – Adoption of the Mitigated Negative Declaration and Mitigation Monitoring Reporting Program, Award of Contract, and Approval of the Project Budget

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

1. Adopt the Mitigated Negative Declaration (MND) and the Mitigation Monitoring Reporting Program (MMRP), both attached hereto for EA1504001010, based on the findings incorporated therein;
2. Approve Addenda No. 1 to the plans and specifications that were issued to all plan holders prior to the June 8, 2011 bid opening;
3. Award the construction contract to Stronghold Engineering, Inc. as the lowest responsive bidder in the amount of \$8,660,127 which includes bid alternates 1 and 2;

(Continued)

Robert Field  
Executive Director

REVIEWED BY: Christopher Hans  
Department of Planning

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: SAMUEL WONG  
 DATE: 6/21/11  
 Department of Finance  
 REVIEWED BY: Christopher Hans  
 DATE: 6/16/11  
 Department of Planning  
 FORM APPROVED COUNTY COUNSEL  
 BY: MARSHA L. VICTOR  
 DATE: 6/16/11

**FINANCIAL DATA**

Current F.Y. Total Cost:	\$ 13,385,000	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

**COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA:** No

**SOURCE OF FUNDS:** I-215 Corridor Redevelopment Project Area Capital Improvement Funds – Mead Valley Sub-Area

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

BY: Jennifer L. Sargent

**County Executive Office Signature**

Policy  
 Consent  
 Policy  
 Consent  
 Dept's Recomm.:  
 Per Exec. Ofc.:

**MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY**

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: June 25, 2011  
 xc: RDA, Auditor, CIP

Kecia Harper-Ihem  
Clerk of the Board

By: Deputy

Prev. Agn. Ref.: 4.2 of 5/24/11, 4.2 of 4/26/11

District: 1

Agenda Number:

4.11

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**RECOMMENDED MOTION:** (Continued)

4. Authorize the Chairman of the Board to execute the contract documents on behalf of the Board; and
5. Approve the project budget of \$13,385,000.

**BACKGROUND:**

As the lead agency, the Redevelopment Agency for the County of Riverside (RDA) prepared an Initial Study for the proposed project.

In accordance with the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000-21177) and California Code of Regulations Section 15063, an Initial Study was prepared to analyze the proposed project to determine if any potential significant impacts upon the environment would result from construction and implementation of the project.

The results of the analysis demonstrate that the project would not have any significant impacts on the environment with the implementation of the mitigation measures contained in the Initial Study. The Initial Study/Mitigated Negative Declaration (IS/MND) was prepared and circulated for the mandated thirty day public review and comment period from April 22, 2011 to May 23, 2011.

Pursuant to CEQA Section 15074, the county shall consider all comments received during the review period prior to adoption of the IS/MND. Only (1) comment letter was received. The comment letter and its response are included in the IS/MND.

Pursuant to CEQA (Public Resources Code Section 21081.6), the county is required to adopt a reporting and monitoring plan for the mitigation measures identified in the IS/MND to mitigate or avoid significant effects on the environment. The Mitigation Monitoring and Reporting Program (MMRP) contained in the IS/MND presented to the Board for adoption is designed to ensure compliance during project implementation. The IS/MND, MMRP, and Notice of Determination are attached.

On April 26, 2011, the Board of Directors approved the plans and specifications for the Mead Valley Library project and authorized the Clerk of the Board to advertise for bids. The project consists of a new 23,000 square foot library including a community room, landscaping, parking lot, lighting, and associated off-site infrastructure improvements.

During the advertisement period, one (1) addendum was issued to the plans and specifications for the project. Bidders are required to acknowledge and take into account the issued addendum on their bid proposal to be considered for award. The addendum was issued to clarify and modify the approved project contract documents. The addendum is attached.

(Continued)

**BACKGROUND:** (Continued)

On June 8, 2011, 18 bids were received. The agency and County Counsel reviewed the four lowest bids for the project. Stronghold Engineering, Inc. was the apparent low bidder. There was a letter of protest filed by the second low bidder, Tovey/Shultz Construction. The grounds for protest are summarized in the attached response from County Counsel. The low bid by Stronghold has been found to be responsive and the issues raised in the protest letter do not provide a basis to change that finding and the recommendation of award. Therefore it is recommended that the Board award the construction contract to Stronghold Engineering, Inc., in the amount of \$8,660,127.

It is recommended that the Board approve the project budget as follows:

**Project Budget**

Design and Environmental	1,075,800
Construction	8,660,127
Specialty Inspection and Testing	386,000
Utility Connections	600,000
Project Management and Inspection	308,000
FF&E	450,000
Miscellaneous fees and expenses	688,254
Project Contingency	<u>1,216,819</u>
<b>Total</b>	<b>\$13,385,000</b>

**Attachments:**

- Mitigated Negative Declaration
- Mitigation Monitoring Reporting Program
- Addendum No. 1 to the plans and specifications
- Construction agreement documents between Stronghold Engineering, Inc. and the Redevelopment Agency for the County of Riverside
- Bid protest response letter from County Counsel

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**CONSULTING SERVICES AGREEMENT  
FOR COMMISSIONING SERVICES FOR THE  
MEAD VALLEY LIBRARY PROJECT  
BY AND BETWEEN THE  
REDEVELOPMENT AGENCY OF THE COUNTY OF RIVERSIDE  
AND ATKINS NORTH AMERICA, INC.**

This Agreement is made and entered into this 14<sup>th</sup> day of Dec, 2011, by and between the REDEVELOPMENT AGENCY OF THE COUNTY OF RIVERSIDE, a public body corporate politic in the State of California (hereinafter "AGENCY") and ATKINS NORTH AMERICA, INC. (hereinafter "CONSULTANT").

WHEREAS, AGENCY is a Redevelopment Agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the provisions of the Community Redevelopment Law which is Part 1 of Division 24 of the California Health and Safety Code (commencing with Section 33000 et seq.); and

WHEREAS, the County of Riverside and the AGENCY have adopted by Ordinance No. 762 and Ordinance No. 763, on July 9, 1996, a redevelopment plan for the I-215 corridor Redevelopment Project Area (hereinafter "PROJECT AREA"); and

WHEREAS, the Mead Valley Sub-Area Redevelopment Plan (hereinafter "PLAN") was adopted in order to eliminate blight and revitalize the substandard physical and economic conditions that exist within the PROJECT AREA; and

WHEREAS, pursuant to Section 33125 of the Health and Safety Code, the AGENCY is authorized to make and execute contracts and other instruments necessary or convenient to the exercise of its powers; and

WHEREAS, Section 33445 of the California Health and Safety Code stipulates that a redevelopment agency may assist in the construction of buildings, facilities, structures, or other improvements that are of benefit to the PROJECT AREA in which the project is located; and

WHEREAS, pursuant to Section 330020(a) of the California Community Redevelopment Law, "redevelopment" means to conduct planning, development, and re-planning of all or part of

1 a survey area as may be appropriate and necessary in the interest of general welfare, including  
2 recreational and other facilities incidental or appurtenant to them; and

3 WHEREAS, the proposed services provided in this Agreement will benefit the PROJECT  
4 AREA by facilitating the commissioning of the Mead Valley Library (hereinafter the "PROJECT")  
5 which will improve the overall physical condition of the property as necessary to implement the  
6 PLAN; and

7 WHEREAS, CONSULTANT has agreed to provide such services to AGENCY;

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

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

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

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

26 2. TERM OF AGREEMENT/PERIOD OF PERFORMANCE: CONSULTANT shall  
27 commence performance upon execution of this Agreement, and complete performance of  
28

1 services described in Exhibit "A" during the construction phase, which is estimated to be 6  
2 months. The full term of this Agreement shall be six (6) months from the date of execution.  
3 CONSULTANT will diligently and responsibly pursue the performance of the services required of  
4 it by this Agreement through completion unless the work is altered by written amendment(s)  
5 pursuant to Section 14, or terminated as specified in Section 9. All applicable indemnification  
6 provisions in this Agreement shall remain in effect following the termination of this Agreement.

7 3. COMPENSATION: The AGENCY shall pay the CONSULTANT for  
8 Paleontological Monitoring services performed and expenses incurred in an amount not to  
9 exceed Sixteen Thousand, Five Hundred and Forty Dollars (\$16,540). CONSULTANT shall  
10 submit monthly invoices to AGENCY for progress payments based on work completed to date of  
11 invoice, based on the phases of work and fees therefore set out in Exhibit "A". AGENCY shall  
12 reimburse CONSULTANT within thirty (30) days of receipt of invoice.

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

24 5. INDEMNIFICATION: The CONSULTANT agrees to and shall indemnify and hold  
25 harmless the COUNTY of Riverside, its Agencies, Districts, Departments and Special Districts,  
26 their respective directors, officers, Board of Supervisors, elected and appointed officials,  
27 employees, agents and representatives (hereinafter individually and collectively referred to as  
28

1 "Indemnitees") from all liability, including, but not limited to loss, suits, claims, demands, actions,  
2 or proceedings to the extent caused by any alleged or actual negligence, recklessness, willful  
3 misconduct, error or omission of CONSULTANT, its directors, officers, partners, employees,  
4 agents or representatives or any person or organization for whom CONSULTANT is  
5 responsible, arising out of or from the performance of services under this Agreement.

6 5.1 As respects each and every indemnification herein CONSULTANT shall  
7 defend and pay, at its sole expense, all costs and fees including but not limited to attorney fees,  
8 cost of investigation, and defense and settlements or awards against the Indemnitees.

9 5.2 With respect to any action or claim subject to indemnification herein by  
10 CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their  
11 own choice and shall have the right to adjust, settle, or compromise any such action or claim  
12 without the prior consent of AGENCY; provided, however, that any such adjustment, settlement  
13 or compromise in no manner whatsoever limits or circumscribes CONSULTANT'S  
14 indemnification to Indemnitees as set forth herein.

15 5.3 CONSULTANT'S obligation hereunder shall be satisfied when  
16 CONSULTANT has provided to Indemnitees the appropriate form of dismissal relieving  
17 Indemnitees from any liability for the action or claim involved.

18 5.4 The specified insurance limits required in this Agreement shall in no way  
19 limit or circumscribe CONSULTANT'S obligations to indemnify and hold harmless Indemnitees  
20 from third party claims.

21 5.5 In the event there is conflict between this clause and California Civil Code  
22 Section 2782 and 2782.8, this clause shall be interpreted to comply with Civil Code 2782 and  
23 2782.8. Such interpretation shall not relieve the CONSULTANT from indemnifying the AGENCY  
24 to the fullest extent allowed by law.

25 6. INSURANCE: Without limiting CONSULTANT'S indemnification, CONSULTANT  
26 shall maintain in force at all times during the performance of this Agreement, insurance policies  
27 evidencing coverage during the entire term of the Agreement as follows:  
28



1           6.1 Workers' Compensation: If CONSULTANT has employees as defined by  
2 the State of California, CONSULTANT shall maintain Workers' Compensation Insurance  
3 (Coverage A) as prescribed by the laws of the State of California. Policy shall include  
4 Employers' Liability (Coverage B) including Occupational Disease with limits not less than  
5 \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of  
6 the AGENCY; and, if applicable, to provide a Borrowed Servant/Alternate Employer  
7 Endorsement.

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

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

23           6.4 Professional Liability: CONSULTANT shall maintain Professional Liability  
24 Insurance providing coverage for performance of work included within this Agreement, with a  
25 limit of liability of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate. If  
26 CONSULTANT'S Professional Liability Insurance is written on a claims made basis rather than  
27 an occurrence basis, such insurance shall continue through the term of this Agreement. Upon  
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1 termination of this Agreement or the expiration or cancellation of the claims made insurance  
2 policy CONSULTANT shall purchase at his sole expense either 1) an Extended Reporting  
3 Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer  
4 with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3)  
5 demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous  
6 coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will  
7 continue for as long as the law allows.

8           6.5 General Insurance Provisions - All lines:

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

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

23           c. The CONSULTANT shall cause their insurance carrier(s) to furnish  
24 the AGENCY with 1) a properly executed original Certificate(s) of Insurance and certified  
25 original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do  
26 so orally or in writing by the AGENCY Risk Manager, provide original Certified copies of  
27 policies including all Endorsements and all attachments thereto, showing such insurance is in  
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1 full force and effect. Further, said Certificate(s) and policies of insurance shall contain the  
2 covenant of the insurance carrier(s) shall provide no less than thirty (30) days written notice be  
3 given to the AGENCY prior to any material modification or cancellation of such insurance. In  
4 the event of a material modification or cancellation of coverage, this Agreement shall terminate  
5 forthwith, unless the AGENCY receives, prior to such effective date, another properly executed  
6 original Certificate of Insurance and original copies of endorsements or certified original  
7 policies, including all endorsements and attachments thereto evidencing coverage's and the  
8 insurance required herein is in full force and effect. Individual(s) authorized by the insurance  
9 carrier to do so on its behalf shall sign the original endorsements for each policy and the  
10 Certificate of Insurance.

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

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

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

25 e. The insurance requirements contained in this Agreement may be  
26 met with a program(s) of self-insurance acceptable to the AGENCY.  
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1 f. CONSULTANT agrees to notify AGENCY of any claim by a third  
2 party or any incident or event that may give rise to a claim arising from the performance of this  
3 Agreement.

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

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

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

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

26 9.2 Effect of Termination For Convenience. If the termination is to be for the  
27 convenience of the AGENCY, the AGENCY shall compensate CONSULTANT for services  
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1 satisfactorily provided through the date of termination. Such payment shall include a pro-rated  
2 amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed  
3 services. CONSULTANT shall provide documentation deemed adequate by EDA to show the  
4 services actually completed by CONSULTANT prior to the date of termination. This Agreement  
5 shall terminate fourteen (14) days following receipt by the CONSULTANT of the written Notice  
6 of Termination.

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

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

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

8           11. DESIGNATED REPRESENTATIVES: The following individuals are hereby  
9 designated as representatives of the AGENCY and CONSULTANT respectively to act as liaison  
10 between the parties, and further, any notices required by this Agreement shall be deemed  
11 delivered if sent by certified mail, return receipt requested to the addresses set forth below:

12 **AGENCY**

13 Gloria Perez, Regional Manager  
14 Redevelopment Agency  
15 3403 10<sup>th</sup> Street, Suite 400  
16 Riverside, CA 92501  
17 Phone: (951) 955-9056  
18 Fax: (951) 955-4890

**CONSULTANT**

Meg Cruse, Senior Group Manager  
Atkins North America, Inc.  
6504 Bridge Point Parkway, Suite 200  
Austin, Texas 78730  
(909) 521-3768  
(909) 890-3610 fax

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

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

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

1           14.    ALTERATION: No alteration or variation of the terms of this Agreement shall be  
2 valid unless made in writing and signed by the parties hereto, and no oral understanding or  
3 agreement not incorporated herein shall be binding on any of the parties hereto. AGENCY'S  
4 Executive Director, or designee, is authorized to execute amendments to the Agreement up to  
5 the amount of Thirty-Nine Thousand One Hundred Eighty-Five Dollars (\$39,185).

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

10          16.    CONFIDENTIALITY: CONSULTANT shall observe all Federal, State and  
11 AGENCY regulations concerning confidentiality of records. CONSULTANT shall refer all  
12 requests for information to AGENCY.

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

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

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

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

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

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

20 IN WITNESS WHEREOF, the parties hereto have caused their duly representatives to  
21 execute this Agreement.

22 **AGENCY OF RIVERSIDE**

**ATKINS NORTH AMERICA, INC.**

23  
24 

25 Tim Miller  
26 Deputy Executive Director

27 

28 Meg Cruse  
Senior Group Manager-cultural resource division

FORM APPROVED COUNTY COUNSEL





Atkins North America, Inc.  
650 East Hospitality Lane, Suite 450  
San Bernardino, California 92408

Telephone: +1.909.890.5951  
Fax: +1.909.890.3610

[www.atkinsglobal.com/northamerica](http://www.atkinsglobal.com/northamerica)

October 31, 2011

Ms. Vikki Kuntz, Environmental Planner  
County of Riverside, Economic Development Agency  
3403 10<sup>th</sup> Street, 4<sup>th</sup> Floor  
Riverside, CA 92501

Via Email: Vikki Kuntz [[VKuntz@rivcoeda.org](mailto:VKuntz@rivcoeda.org)]

Subject: REVISED Proposal for a Paleontologic Resources Survey and Optional Monitoring Services for the Mead Valley Library Project, Mead Valley Area, Riverside County, California

Dear Ms. Kuntz:

Atkins is pleased to provide you with this proposal to complete a paleontologic resources survey to determine the need for and potential intensity of monitoring services for the construction of a library facility in the Mead Valley area, Riverside County, California.

Based upon information provided emails dated July 20, 2011 and the Initial Study/Mitigated Negative Declaration (IS/MND) dated April 22, 2011, Atkins understands that paleontologic monitoring services are required during site grading activities due to the high potential/sensitivity for encountering paleontological resources within the project area. No information is provided about the sediment types to be monitored or the intensity of the monitoring program; however, a monitor is needed in accordance with Mitigation Measure (MM) CR-3 to ensure that potential impacts to significant, nonrenewable paleontologic resources would be mitigated to less than significant levels pursuant to the California Environmental Quality Act (CEQA). Atkins has teamed with Paleo Environmental Associates, Inc. (PEAI) to provide qualified paleontologic resource management services to the County for this project. Based upon a preliminary review of the geologic mapping for the project area, only the southwestern corner of the Mead Valley Library site includes sedimentary strata conducive to producing fossil remains. From project experience in this area, it is highly likely that these sedimentary soils are too coarse grained to contain fossils. For this reason, Atkins proposes to first complete a paleontologic resources survey to determine the need or lack thereof for the implementation of a paleontologic resources monitoring program. The results of the survey will also assist in determining the intensity of the monitoring program, if deemed necessary to mitigate impacts to paleontological resources for the project. Our proposed scope of work outlines three tasks relating to a paleontologic resource survey and one optional task to implement a monitoring program, if needed. The following tasks would provide you with the appropriate services to fulfill MM CR-3:

- Task 1: Paleontologic Resources Survey
- Task 2: Survey Results Letter Report/Memorandum
- Task 3: Project Management and Coordination
- Optional Task 4: Weekly Paleontologic Resources Monitoring

Please note that additional work may be recommended in the event that fossil remains are encountered during the survey or potential monitoring program, and that such finds require preparation, identification, curation, cataloging, and museum storage, as well as discussion in a comprehensive final report. In the event that a comprehensive final report is required due to positive findings in the field, you will be contacted to obtain a Notice to Proceed (NTP) for a contract amendment prior to the commitment of resources.

We look forward to providing the requested services and are prepared to begin work once we receive authorization to proceed and a signed contract. The terms and conditions of this proposal will remain valid for 90 days. Please do not hesitate to contact me at (916) 325-1451 or Jennifer Sanka at (909) 890-5951, ext. 443-2505 if you have any questions. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Denise M. Jurich". The signature is fluid and cursive, written over a white background.

Denise M. Jurich, M.A., RPA  
Group Manager, Western Cultural Resources  
Enclosures: Scope of Work, Fee Proposal, and 2011 Atkins Standard Rate Schedule

## **SCOPE OF WORK**

### **TASK 1: PALEONTOLOGIC RESOURCES SURVEY**

Atkins has teamed with Paleo Environmental Associates, Inc. (PEAI), to provide the paleontologic resource management services required for the Mead Valley Library Project. PEA I will provide the services of a qualified paleontologic resource field technician to complete an intensive pedestrian survey of the project area. The survey will focus on the nature of the sedimentary soils within the project area, and specifically whether or not they exhibit a lithology conducive to the preservation of paleontologic resources. The results of the survey will determine the need for or intensity of the paleontologic resources monitoring program.

### **TASK 2: SURVEY RESULTS LETTER REPORT/MEMORANDUM**

The results of the paleontologic resources survey will be summarized in a brief report or memorandum to be submitted to the County. The letter report will address the dates of the survey, summarize the results of the survey, and provide recommendations regarding the need or lack thereof for a mitigation monitoring program. In addition, recommendations will be provided for the intensity of the monitoring program in the event that a program is warranted to mitigate potential impacts to paleontologic resources to less than significant levels pursuant to CEQA.

### **TASK 3: PROJECT MANAGEMENT AND COORDINATION**

The Atkins and PEA I cultural resources team is committed to this project, and to maintaining a close working relationship with our clients. The project management and coordination task is intended to include activities related to correspondence and phone calls, coordination of contracting, exchange of information with the client, and general processing activities that cannot be accommodated within the tasks described above. This task also includes labor hours relating to quality control/quality assurance (QA/QC) oversight for all deliverables.

### **OPTIONAL TASK 4: WEEKLY PALEONTOLOGIC RESOURCES MONITORING**

In the event that the completion of Tasks 1 and 2 results in recommendations for the implementation of a paleontologic resources monitoring program, PEA I will initiate the program through attendance at a pre-construction meeting or other introductory meeting, as appropriate. The PEA I paleontologic resources field supervisor and monitor will coordinate with the appropriate construction contractor personnel to provide information regarding the protection of paleontologic resources. Names and telephone numbers of the monitor and other appropriate mitigation program personnel will be provided to the contractor personnel. Thereafter, PEA I will provide the services of a qualified paleontologic resource field technician to monitor ground-disturbing activities for the project. Monitoring will occur at an intensity to be determined by PEA I personnel

following the completion of the pedestrian survey. For the purposes of this proposal, a weekly monitoring fee has been provided that reflects full-time monitoring. At your request, a Not to Exceed (NTE) fee reflecting five weeks of full-time monitoring has also been provided. This Scope of Work (SOW) and fee schedule assumes that one full-time week consists of five 8-hour work days for the field technician, or a 40-hour work week, and that the preconstruction meeting would take place during the course of the monitoring program. In addition, this weekly fee includes labor hours associated with the supervision of the technician by the field supervisor.

## FEE PROPOSAL

To complete the work outlined in the Scope of Work (SOW), Atkins proposes a fee of **\$16,540.00**, including direct costs. This fee includes Tasks 1 to 3, as well as up to five full-time weeks of paleontologic resources monitoring as described in Optional Task 4.

### FEES BY TASK

Task 1: Paleontologic Resources Survey	\$720.75
Task 2: Survey Results Letter Report/Memorandum	862.50
Task 3: Project Management/Coordination	690.00

Direct Costs (Mileage, Postage) 95.75

**FEE TOTAL (TASKS 1 TO 3) \$2,369.00**

Optional Task 4: Weekly Paleontologic Resources Monitoring \$2,553.30

Weekly Direct Costs (Mileage, Field Supplies) 280.90

**FEE TOTAL (PER WEEK) \$2,834.20**

**NOT TO EXCEED FEE TOTAL (TASK 4 - FIVE WEEKS) \$14,171.00**

**NOT TO EXCEED FEE TOTAL (TASKS 1 TO 3, TASK 4 - FIVE WEEKS) \$16,540.00**

### ***Schedule***

Atkins and PEAI will be prepared to respond to the needs of this project within one week of project authorization and the receipt of a signed contract.

### ***Invoicing***

Atkins generates project-related invoices on a monthly basis, and will bill the client on a monthly basis.

### ***\*\*Exceptions and Assumptions***

This Scope of Work (SOW) and associated Fee Proposal considers Tasks 1 to 3 necessary for the successful completion of this project, and the associated fees (\$2,369.00) will be billed once throughout the life of the project. The SOW and

fees for Task 4 assumes no more than 8-hours per day of monitoring on site, and monitoring provided on a weekly basis (40-hour work week). Therefore, this proposal considers time and materials related to travel to the project site to be completed on a weekly basis. At your request, a Not to Exceed (NTE) fee reflecting five weeks of full-time monitoring has been provided. This SOW assumes that additional efforts associated with CEQA compliance beyond daily monitoring will not be necessary. In the event that the collection and processing of large samples would be required to mitigate impacts to paleontological resources, you will be contacted to negotiate a contract amendment. Such services will only be rendered following the receipt of a valid NTP. Additional changes to the SOW, including the addition of hours exceeding 8-hours/day could necessitate an adjustment to the total price. Please note that additional work may be recommended in the event that fossil remains are encountered during the survey or monitoring program (if necessary), and that such resources require preparation, identification, curation, cataloging, and museum storage, as well as discussion in a comprehensive final report. In the event that a comprehensive final report is required due to positive findings in the field, you will be contacted to negotiate a contract amendment.



**ATKINS SOUTHWEST INFRASTRUCTURE  
STANDARD RATE SCHEDULE  
EFFECTIVE JANUARY 1, 2011**

**Atkins North America, Inc.**  
650 East Hospitality Lane, Suite 450  
San Bernardino, California 92408

**Telephone: +1.909.890.5951**  
Fax: +1.909.890.3610

[www.atkinsglobal.com/northamerica](http://www.atkinsglobal.com/northamerica)

**ENGINEERING SERVICES**

Principal Engineer IV.....	\$219.00
Principal Engineer III.....	209.00
Principal Engineer II.....	196.00
Principal Engineer I.....	180.00
Supervising Engineer II.....	170.00
Supervising Engineer I.....	155.00
Senior Engineer III.....	145.00
Senior Engineer II.....	140.00
Senior Engineer I.....	130.00
Engineer III.....	120.00
Engineer II.....	115.00
Engineer I.....	105.00
Engineering Aide.....	70.00

**CONSTRUCTION RELATED SERVICES**

Senior Construction Manager.....	\$175.00
Senior Project Engineer (Const.).....	135.00
Construction Manager.....	130.00
Senior Field Representative*.....	115.00
Construction Management Rep. II*.....	100.00
Construction Management Rep. I*.....	90.00
Prevailing Wage Field Rep.**.....	125.00
Sr. Contract Administrator.....	110.00
Contract Administrator.....	85.00

**ENVIRONMENTAL SCIENCE**

Supervising Scientist.....	\$225.00
Senior Scientist III.....	205.00
Senior Scientist II.....	170.00
Senior Scientist I.....	160.00
Scientist III.....	140.00
Scientist II.....	120.00
Scientist I.....	110.00
Assistant Scientist.....	87.00
Research Assistant.....	65.00

**PUBLIC AFFAIRS SERVICES**

Project Manager.....	\$170.00
Community Relations Specialist.....	140.00
Assistant Project Manager.....	125.00
Account Coordinator.....	80.00

**OTHER PROFESSIONAL SERVICES**

Principal Professional.....	\$196.00
Supervising Professional.....	170.00
Sr. Professional III / Sr. GIS Analyst III.....	150.00
Senior Professional II / Sr. GIS Analyst II.....	135.00
Senior Professional I / Sr. GIS Analyst I.....	122.00
Professional II / GIS Analyst II.....	101.00
Professional I / GIS Analyst I.....	88.00

**DESIGN & GRAPHIC SERVICES**

Senior Designer III.....	\$140.00
Senior Designer II.....	135.00
Senior Designer I.....	120.00
Designer II.....	110.00
Designer I.....	100.00
CAD Technician III.....	95.00
CAD Technician II.....	85.00
CAD Technician I.....	70.00
Graphics Designer II.....	100.00
Graphics Designer I.....	95.00

**ADMINISTRATIVE SERVICES**

Senior Administrator.....	\$105.00
Senior Administrative Assistant III.....	95.00
Senior Administrative Assistant II.....	85.00
Senior Administrative Assistant I.....	80.00
Administrative Assistant III.....	75.00
Administrative Assistant II.....	65.00
Administrative Assistant I / Clerk.....	60.00

**EXPENSES AND OUTSIDE SERVICES**

Identifiable non-salary costs that are directly attributable to the project, such as reproduction costs, telephone charges, mileage, postage, etc., are billed at actual cost plus 15 percent to cover overhead and administration costs plus 3 percent for insurance costs.

Fees for subconsultant services provided are billed at actual cost plus 15 percent to cover overhead and administration costs plus 3 percent for insurance costs.

Fees for litigation and expert witness services will be charged at \$450.00 per hour with a 4-hour minimum per day.

Computer Aided Drafting, hydrologic water, sewer and stormwater modeling, GIS, automated mapping, database and web programming, etc., is charged at \$5 per labor hour.

If applicable, a vehicle allowance of \$8.00 per hour will be charged for the use of a company vehicle assigned to an inspector.

\* Non-Prevailing Wage

\*\* Prevailing Wage Rate – Overtime will be charged at 1.25 times and Sundays and holidays will be charged at 1.70 times the above rates.

**PAYMENT TERMS**

A late payment finance charge at a rate of 18 percent per annum will be applied to any unpaid balance commencing 30 days after the date of original invoice.

This rate schedule is subject to annual and/or periodic revisions as necessary to accommodate inflationary trends, salary adjustments and the general costs of business.

**OVERSIGHT BOARD**  
FOR THE  
**SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY**  
FOR THE  
**COUNTY OF RIVERSIDE**

*Reports, Discussion and Action Items*

**Meeting Date:** May 17, 2012

**Action:** Approval of Mead Valley Community Center Project Consulting Services Agreement - Successor Agency Item 4.4, as approved by the County of Riverside Board of Supervisors on May 8, 2012

**Background:**

On May 8, 2012, the Board of Supervisors for the County of Riverside (BOS), as the governing Board of the Successor Agency to the Redevelopment Agency for the County of Riverside, approved item 4.4, a first amendment to the consulting services agreement with Shadpour Consulting Engineers, Inc. for commissioning services required for the completion of the Mead Valley Community Center Project.

Specific details pertaining to the item are included in the attached staff report to the BOS.

**Recommendation:** Staff recommends that the Oversight Board for the Successor Agency to the Redevelopment Agency for the County of Riverside approve Item 4.4 related to the Mead Valley Community Center Project, as approved by the County of Riverside Board of Supervisors on May 8, 2012.

**Attachments:** Staff Report to the Board of Supervisors for the County of Riverside, Item 4.4 of May 8, 2012



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

717



**SUBMITTAL DATE:**  
April 26, 2012

**FROM:** Successor Agency to the Redevelopment Agency

**SUBJECT:** Mead Valley Community Center – First Amendment to the Consulting Services Agreement with Shadpour Consulting Engineers, Inc.

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

1. Approve and authorize the Chairman of the Board to execute the attached first amendment to consulting services agreement between Shadpour Consulting Engineers, Inc. and the County of Riverside in the amount of \$17,500; and
2. Direct the Successor Agency to submit this item for approval at the next Oversight Board meeting.

**BACKGROUND:** On June 28, 2011, the Board of Directors awarded construction of the Mead Valley Community Center Project to AWI, Inc.

(Continued)

*Robert Field*

Robert Field  
Assistant County Executive Officer/EDA

**REVIEWED BY CIP**  
*Christopher Hans*  
Christopher Hans

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 17,500	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

**COMPANION ITEM ON BOARD OF DIRECTORS AGENDA:** No

<b>SOURCE OF FUNDS:</b> I-215 Corridor Redevelopment Project Area Capital Improvement Funds – Mead Valley Sub-Area (previously approved budget)	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

County Executive Office Signature

BY: *Jennifer Sargent*  
Jennifer Sargent

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

On motion of Supervisor Tavaglione, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone and Benoit  
Nays: None  
Absent: Ashley  
Date: May 8, 2012  
xc: RDA, EDA, Auditor, CIP

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

Prev. Agn. Ref.: 4.11 of 6/28/11

District: 1/1

Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

4.4  
EDA-001a-F11  
Form (Rev 08/2010)

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: *[Signature]* 4/25/12  
 Department of AMY WONG

FORM APPROVED COUNTY COUNSEL  
 DATE: 4/10/12  
 BY: MARSHAL VICTOR

Policy  
 Policy  
 Consent  
 Consent  
 Dept's Recomm.:  
 Per Exec. Ofc.:

**BACKGROUND:** (Continued)

On July 27, 2011, the Redevelopment Agency entered into an Agreement with SC Engineers to provide commissioning services for the project in the amount of \$61,500. Commission services is a process of ensuring that systems are designed, installed, functionality tested by the Contractor and capable of being operated and maintained to perform in conformity with the design of the overall project. Due to the complexity of the project, the scope of services with SC Engineers has been expanded to include Building Automation Standards. This includes but is not limited to the review of the HVAC, plumbing, irrigation, and electrical construction documents. Additionally, an integrated building automation standard for this project and the review of submittals related to system integration, facility controls and automation for conformance to the Building Automation Standards will be provided.

This contract is reflected on the Initial Recognized Obligation Schedule prepared by Successor Agency Staff. Other services provided may include but are not limited to the following as needed such as weekly construction meetings, construction schedule reviews, monthly pay application reviews, change order management, budgeting and cost estimating, value engineering, quality control and project closeout. The funding for this proposal will not be an additional cost to the project as it is accounted for in the original approved budget under miscellaneous expenses (Agenda Item 4.1, 6/28/2011) Staff recommends that the Board approve the First Amendment to the Consulting Services Agreement between Shadpour Consulting Engineers, Inc. and the County of Riverside in the amount of \$17,500.

Attached:

- First Amendment to Consulting Services Agreement with Shadpour Consulting Engineers, Inc.



1           **NOW, THEREFORE**, in consideration of the mutual covenants contained herein  
2 and providing that all other sections not amended remain intact, the parties hereto  
3 agree as follows:

4           A.       Section 1. of the original Agreement is hereby amended by modifying the  
5 first paragraph in its entirety to read as follows:

6                   1.       DESCRIPTION OF SERVICES.   CONSULTANT shall provide all  
7 services as specified within the original Agreement and Exhibit "A" thereto, and  
8 this First Amendment and Exhibit "A-1" attached hereto and by this reference  
9 incorporated, including but not limited to, Building Automation Standards.

10          B.       Section 3 of the original Agreement is hereby amended by modifying the  
11 first paragraph in its entirety to read as follows:

12                   3.       COMPENSATION.   The COUNTY shall pay the CONSULTANT for  
13 services performed and expenses incurred in an amount not-to-exceed Seventy-  
14 Nine Thousand Dollars (\$79,000).   CONSULTANT shall submit monthly invoices  
15 to COUNTY for progress payments based on work completed to date of invoice,  
16 based on the phases of work and fees therefore set out in Exhibit "A" and Exhibit  
17 "A-1".   COUNTY shall reimburse CONSULTANT within thirty (30) days of receipt  
18 of invoice.

19   ///  
20   //  
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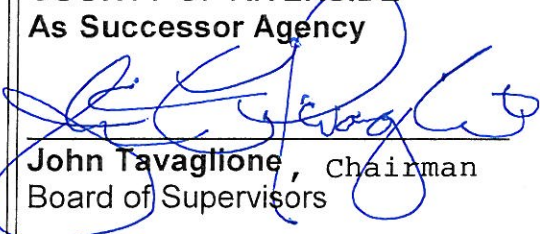
1 IN WITNESS HEREOF, the parties hereto have caused their duly authorized  
2 representatives to execute this First Amendment on


3 May 8, 2012

4 (To be filled in by Clerk of the Board)

5  
6 **COUNTY OF RIVERSIDE**  
7 **As Successor Agency**

**Shadpour Consulting Engineers, Inc.**

8   
9 **John Tavaglione, Chairman**  
10 **Board of Supervisors**

11   
12 **Frank Shadpour, P.E. LEED AP**  
13 **Principal**

14 **APPROVED AS TO FORM:**

15 Pamela J. Walls  
16 County Counsel

17 By Yanika R. Victor 4/3/12  
18 Deputy

19 **ATTEST:**

20 Clerk of the Board

21 By Yvonne Canon  
22 Deputy



# Shadpour Consulting Engineers, Inc.

*Mechanical Engineers*

Principals:  
Frank Shadpour, P.E.  
Jeremy Clifton, P.E.  
Edward Lehman, P.E.  
Lyle Willis, P.E.  
Joseph Kilcoyne, P.E.

February 3, 2012  
Revised February 14, 2012

Ms. Gloria Perez  
COUNTY OF RIVERSIDE  
3403 Tenth Street, Suite 400  
Riverside, CA 92507

**Project:** *Mead Valley Community Center Commissioning*  
*Project No.: 11126*

**Subject:** *Additional Services Fee Proposal*  
*Proposal No.: P1243r1*

**Project Description:**

1. The project is a two-story, non-residential community center building with approximately 39,000sf.
2. The total construction cost of the project is estimated to be approximately \$12 Million.

**Project Basis and Assumptions:**

1. Our current scope is for third party commissioning verification of the building systems, including mechanical and plumbing systems. It includes LEED documentation for Fundamental Commissioning and Enhanced Commissioning of the building energy systems.

**Description of Additional Services:**

1. The scope of our services includes providing Building Automation Standard for County of Riverside as it relates to the Mead Valley Community Center project.

**Scope of Additional Engineering Services:**

1. Design Phases:
  - a. Review HVAC, plumbing, irrigation, and electrical construction documents for open protocol communication requirements.
  - b. Provide a Building Automation Standard for Mead Valley Community Center.
  - c. Provide a template for Division 23 specification section – HVAC Instrumentation and Control
  - d. Provide a template for Division 25 specification section – Integrated Automation
  - e. Respond to Client with all clarifications of Cx documents related to building automation.
  - f. Review submittals related to system integration and facility controls and automation for conformance to the Building Automation Standard.

17075 Via Del Campo  
First Floor  
San Diego, CA 92127  
858.946.0333 Tel  
858.946.0334 Fax  
www.scengineers.net

Ms. Gloria Perez  
**Mead Valley Community Center Commissioning**  
**Additional Services Fee Proposal**  
February 14, 2012  
Page 2 of 2

**Additional Services Fee Proposal:**

Bill Type:     Fixed Fee                       Hourly                       Hourly, Not to Exceed

Reimbursables:     Included in Fee                       Cost + 10%                       Other: \_\_\_\_\_

Phase	Description	Total
CO 1	Building Automation Standards – Mead Valley Community Center	\$ 17,500

Existing conditions of the original contract apply. We will proceed upon your written authorization.

Please call if you have any questions on the development of this proposal or the elements contained herein.

Sincerely,  
SC ENGINEERS, INC.



Frank Shadpour, P.E.  
President  
FS/th

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**County of Riverside, as Successor Agency to the  
Redevelopment Agency for the County of Riverside**  
Redevelopment Dissolution Timeline

DATE	ACTION
April 16, 2012	Successor Agency (SA) submitted the July through December 2012 Draft Recognized Obligation Payment Schedule (ROPS) to Riverside County Auditor-Controller (ACO). The ACO requested the draft ROPS in order to meet its deadline of providing an estimated allocation amount due to the SA on May first for that time period.
May 1, 2012	ACO is finalizing the amount to be paid to SA for July through December 2012 obligations. Once the payment amount has been finalized, the SA will determine if the amount to be received will be insufficient for July through December 2012 obligations, and notify ACO, should that be the case.
May 3, 2012	July through December 2012 ROPS approved by the Oversight Board.
May 11, 2012	SA submitted the July through December 2012 ROPS to the ACO, California Department of Finance (DOF), and California State Controllers Office (SCO) on May 3, 2012 after Oversight Board approval to meet this deadline.
June 1, 2012	ACO is required to make the distribution from the RPTTF to Successor Agency for July through December 2012 obligations.
July 1, 2012	External Auditor will complete Agreed Upon Procedures Audit (AUP), which includes certification of the January through June 2012 IROPS.
July 15, 2012	ACO will submit audit to SCO.
Every six months <i>Dates not specified</i>	SA will prepare a ROPS and submit it to ACO, DOF, and SCO before each six month fiscal period (perhaps every October and April). <i>Obligations will be removed from ROPS as they are completed.</i>
Date not specified	Disposition of former Redevelopment Agency assets and properties.
June 30, 2016	Expiration date of this Oversight Board.
July 1, 2016	Only one Oversight Board will remain for the entire county. Members to be appointed in accordance to Section 34179 (j).