



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

339



FROM: Regional Park & Open-Space District

SUBMITTAL DATE:

4/9/09

SUBJECT: Mockingbird Canyon to Hartford Springs Regional Trail Project – Environmental and Engineering Services Agreement – District I

RECOMMENDED MOTION: That the Board approves:

- 1) The Agreement for Consulting Services between the Regional Park & Open-Space District (Park District) and ICF Jones & Stokes, Redlands, California for an alignment study and environmental work for approximately 4.5 miles of regional trail to link Mockingbird Canyon Archeological Area with Harford Springs Reserve; and
- 2) Authorizes the Chairperson to execute five (5) copies of the agreement and directs the Clerk of the Board to return four (4) copies of the agreement to the Park District for transmittal.

BACKGROUND: On May 14, 2008, the Park District solicited proposals from qualified engineering and environmental firms to provide alignment studies and environmental work for the Park District's Mockingbird Canyon to Harford Springs Regional Trail Project. Eight firms responded with proposals. All proposals were evaluated in conformance with County Policy H-7, and interviews were held. The firm of IFC Jones & Stokes was chosen based on their understanding and approach to the project, experience, and project personnel. The award of contract was delayed due to uncertainty with funding issues. Those issues have been resolved. IFC Jones and Stokes was advised of the delay in the award and agreed to honor its originally negotiated contract price. The Office of County Counsel has reviewed and approved the agreement as to legal form.

672-Mockingbird Canyon Hartford Springs Trail ICF Jones & Stokes
DN/rmg

Scott Bangle, Assistant Parks Director

FINANCIAL DATA

Current F.Y. Total Cost:	\$ 228,008	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ -0-	Budget Adjustment:	No
Annual Net County Cost:	\$ -0-	For Fiscal Year:	2008-09

SOURCE OF FUNDS: Park Acquisition and Development Fund

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

C.E.O. RECOMMENDATION:

APPROVE

BY: Alex Gann
Alex Gann

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: LARISA R-MCKENNA DATE: 4/13/09

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

Prev. Agn. Ref.: 7/31/07 3.76 & 13.2

District: I

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

13.2

AGREEMENT FOR CONSULTING SERVICES

with the

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

The Riverside County Regional Park and Open-Space District, herein called "DISTRICT" and ICF Jones & Stokes, herein called "CONSULTANT", mutually agree as follows:

I. DESCRIPTION

The CONSULTANT shall render services to the DISTRICT as described in this Agreement for the "project" described as follows:

Mockingbird Canyon to Harford Springs Regional Trail Project, Engineering and Environmental Consulting Services, Riverside County Regional Park & Open-Space District, Riverside County, State of California

The following documents are incorporated into and made part of this Agreement:

Exhibit 1: CONSULTANT Fees – Fee Form, Fee Schedule and Cost Estimate

Exhibit 2: Payment Schedule

Exhibit 3: CONSULTANT Proposal

Exhibit 4: DISTRICT Request for Proposals #TRAILS-8401

Exhibit 5: Period of Performance

In the event of a conflict between the terms of the documents made part of this Agreement, the following apply: The terms of this Agreement shall take precedence over the Exhibits. Exhibits 1, 4 & 5 shall take precedence over Exhibit 3.

II. CONSULTANT'S SERVICES

The CONSULTANT shall render the following services and related services. Scope of services shall be agreed upon in writing prior to commencement of the project.

A. Engineering and Environmental Services

Alignment Study and Master Plan Development

Alignment study will take into consideration the topography, safety, route directness, land ownership, view opportunities and proximity to sensitive natural and cultural resources. Project design shall make reasonable accommodations to meet the requirements of the Americans with Disabilities Act and all relevant State of California regulations pertaining to the disabled. CONSULTANT shall develop three (3) proposed alignments, one (1) preferred and two (2) alternates, each supported by concept level design drawings such as trail alignment diagrams, typical cross sections, drainage crossings and trail fencing positioning.

CONSULTANT shall develop an itemized preliminary cost estimate for right-of-way clearance, permitting, and construction of a multi-use trail along both the preferred and alternate trail alignments. The cost estimate shall include a projected five (5) year and ten (10) year cost using the inflation factor of the Consumer Price Index. A long term maintenance plan and cost estimates for at least ten (10) years shall also be presented.

Environmental Assessment

CONSULTANT shall prepare draft and final Environmental Documents in compliance with California Environmental Quality Act (CEQA), National Environmental Protection Act (NEPA) if any alignments pass through Federal lands, and present documents to the Board of Directors and all other applicable groups.

B. EXTRA WORK

Extra work shall be performed only when requested or approved by the DISTRICT in advance and in writing. The CONSULTANT will provide an estimated cost of the extra services before Change Order is signed by the CONSULTANT and the DISTRICT. Extra work shall include, but not be limited to:

1. Making special surveys and special analysis of the DISTRICT's needs to clarify requirements of the project when requested by the DISTRICT.
2. Consultation concerning replacement of any work damaged by fire or other cause while furnishing professional services as may be required in connection with the replacement of such work.
3. Arranging for the work to proceed should the CONSULTANT default due to delinquency or insolvency.
4. Providing services excluded from Exhibit 3: CONSULTANT Proposal

III. CONSULTANT'S COMPENSATION

A. Determination of Amount

1. For the services described above, the DISTRICT shall pay to the CONSULTANT, the fees described in Exhibit 1 as full payment for all services under this Agreement, including all costs or expenses incurred by the CONSULTANT.
2. For extra work performed by the CONSULTANT, the DISTRICT shall pay to the CONSULTANT according to the hourly rates submitted by the CONSULTANT and included in Exhibit 1, provided that the performance of said extra work has been requested and approved by the DISTRICT in writing, and after receipt of a written estimate from the CONSULTANT.
3. The CONSULTANT shall be responsible for all its costs and expenses related to the performance of its service under this Agreement.

B. Payment

1. Not-To-Exceed Fees:

The DISTRICT shall pay the CONSULTANT, upon submission of an invoice, monthly, and per the Statement of Qualifications Fee Form (Exhibit 1), and the Payment Schedule (Exhibit 2) after the performance of the work. The extent of the services completed by the CONSULTANT will be verified by the DISTRICT prior to processing any payment.

IV. DUTIES OF CONSULTANT

- A. The CONSULTANT's services shall be performed in such a manner and form that will secure approval of any local, state or federal agency having jurisdiction over the work. The CONSULTANT is responsible to procure all agency approvals. The CONSULTANT shall furnish all engineering information and data necessary to meet the requirements of such agencies and as needed by the DISTRICT to secure financing.
- B. The CONSULTANT shall employ or engage all sub-consultants or other persons necessary to enable the CONSULTANT to perform the services under this Agreement, and the CONSULTANT shall be responsible for their compensation.
- C. The CONSULTANT shall obtain and maintain during the term of performance of this Agreement such Worker's Compensation insurance as required by law.
- D. The CONSULTANT shall obtain and maintain insurance as follows:

Without limiting or diminishing the CONSULTANT's obligation to indemnify or hold the DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement.

1. Workers' Compensation:

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

2. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT's performance of its obligations hereunder. Policy shall name the DISTRICT and the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective Directors, officers, Board of Directors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

3. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT and the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective Directors, officers, Board of Directors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

4. Professional Liability Insurance:

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

E. General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A:VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. The CONSULTANT's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the DISTRICT, and at the election of the Country's Risk Manager, CONSULTANT's carriers shall either: 1) reduce or eliminate such self-insured retention as respects this Agreement with the DISTRICT; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3. CONSULTANT shall cause CONSULTANT's insurance carrier(s) to furnish the DISTRICT with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the DISTRICT prior to any material

modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the DISTRICT receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONSULTANT shall not commence operations until the DISTRICT has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4. It is understood and agreed to by the parties hereto that the CONSULTANT's insurance shall be construed as primary insurance, and the DISTRICT or the COUNTY's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
5. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein; if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.
6. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
7. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the DISTRICT.
8. CONSULTANT agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

V. DUTIES OF THE DISTRICT

- A. The DISTRICT shall make available to the CONSULTANT all pertinent information which it has relating to the purpose and use of the project.
- B. The DISTRICT shall pay all required permitting fees for any local, state or federal agency.
- C. The DISTRICT shall promptly consider and act upon written requests or recommendation of the CONSULTANT including requests for information or services needed by the CONSULTANT to proceed with the Work.

VI. DOCUMENTS

All completed documents, including but not limited to any written documents, layout plans for primary and alternate alignments prepared by the CONSULTANT shall be the property of the DISTRICT.

Four (4) bound hard copies of the final Master Plan, four (4) bound hard copies of all environmental documents and one electronic copy of each on a CD shall be submitted to the DISTRICT. Electronic files of all documents shall be submitted in both MS Word and Adobe Acrobat formats. Electronic files of layout plans for primary and alternate alignments shall be submitted in AutoCAD2000 and Adobe Acrobat formats. The DISTRICT will bear reproduction costs thereafter for further copies of documents and layout plans for DISTRICT use.

VIII. LIABILITY AND INDEMNIFICATION

CONSULTANT shall indemnify and hold harmless the DISTRICT and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective Directors, officers, Board of Directors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONSULTANT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONSULTANT, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. CONSULTANT shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the DISTRICT and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective Directors, officers, Board of Directors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

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

CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to the DISTRICT or the COUNTY the appropriate *form of dismissal* relieving DISTRICT or the COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT's obligations to indemnify and hold harmless the DISTRICT or the COUNTY herein from third party claims.

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

IX. TERMINATION

Either party may terminate and cancel this Agreement for cause, after fifteen (15) days written notice to the other, for substantial breach of this Agreement or unreasonable delay in the performance of any obligation under this Agreement.

Notwithstanding the foregoing provision, the DISTRICT shall have the right upon completion of any phase of the CONSULTANT's service, or at any time if the DISTRICT decided to suspend or abandon the project, to terminate this Agreement upon written notice to that effect given to the CONSULTANT.

If the termination as herein provided is for other than default or delay of the CONSULTANT, the CONSULTANT shall be paid pursuant to this Agreement for its service on each completed section, and for any section in such proportion as the service actually performed bears to the total service which would be required for the completion of such section and no further compensation shall be paid to the CONSULTANT. If the termination is for default or delay of the CONSULTANT, it shall be paid on a similar basis less actual damages suffered by the DISTRICT as a result.

X. MISCELLANEOUS PROVISIONS

- A. Section and Sub-Section Approvals: Written approval by the DISTRICT for any phase of the CONSULTANT's services under this Agreement shall be considered as authorization to the CONSULTANT to proceed with the next successive phase, unless the DISTRICT otherwise specifies.
- B. Assignment: This Agreement shall not be assignable, in full or in part, by the CONSULTANT without prior written consent of the DISTRICT.
- C. DISTRICT's Representative: The General Manager of the Riverside County Regional Park & Open-Space District, 4600 Crestmore Road, Riverside, CA 92509, or designated staff member shall represent the DISTRICT in all discussions and/or conferences with the CONSULTANT and other County departments and agencies not requiring the actions of the DISTRICT's governing body. A written summary of conclusions reached at any such conference may be required of the CONSULTANT by the DISTRICT's representative.
- D. Notices: Any notice or communication under this Agreement shall be transmitted to the parties at the addresses shown under the signature lines of this Agreement.
- E. Mediations: Any claim, dispute or other matter in question arising out of, or related to, this Agreement shall be subject to mediation prior to the institution of legal or equitable proceedings by either party.
- F. Release of Information to the Public: The CONSULTANT shall consider all information regarding the proposed project as confidential information. Any request for information from others shall be directed to the DISTRICT. This provision shall not apply if maintaining confidentiality would violate the law; create the risk of significant harm to the public; prevent the CONSULTANT from establishing or defending a claim.
- G. Time of Completion: The CONSULTANT acknowledges and accepts the DISTRICT's Schedule in the Request For Qualifications. The CONSULTANT and the DISTRICT

shall establish milestones for all portions of the work. The mutually established dates shall be firmly maintained. The CONSULTANT shall confirm and update schedules as necessary and as described in the Request for Qualifications.

- H. Governing Law: This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court for the State of California located in Riverside, California.

**Engineering and Environmental Consulting Services for the
Mockingbird Canyon to Harford Springs Regional Trail Project
(Trails 8401)**

Owner

Riverside County Regional Park & Open-Space District
4600 Crestmore Road
Riverside, CA 92509

Attest:

Kecia Harper-Ihem,
Clerk of the Board

By: _____

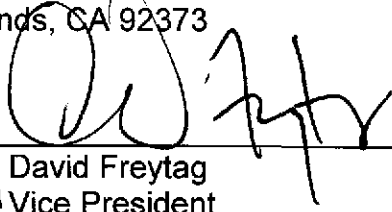
By: _____

Dated: _____

Dated: _____

Consultant

IFC Jones & Stokes.
1776 Park Ave, Suite 146
Redlands, CA 92373

By:  _____
David Freytag
Senior Vice President

Dated: 4/2/09

IFC Jones & Stokes acknowledges that they are in receipt of Exhibit 4, "Request for Qualifications #Trails 8401."

By: _____

Dated: _____

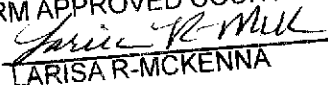
FORM APPROVED COUNTY COUNSEL
BY:  LARISA R-MCKENNA
DATE: 4/18/09

EXHIBIT 1

CONSULTANT FEES - FEE FORM, FEE SCHEDULE & COST ESTIMATE

**STATEMENT OF QUALIFICATIONS FEE FORM
MOCKINGBIRD CANYON TO HARFORD SPRINGS REGIONAL TRAIL PROJECT
Engineering and Environmental Consulting Services**

Name of Firm submitting this proposal:

Jones & Stokes Associates

Date: September 2, 2008

The consultant/contractor undersigned having carefully read and examined the entire Request for Qualifications document, and any addendum issued, reviewed any reference material available, and having carefully examined the site for the proposed project and related work, hereby proposes and agrees to furnish all design/environmental services, including; labor, material, equipment, transportation, tools and other necessary items to do and complete all the work requested for the project as set forth in the Request for Qualifications for the lump sum price(s) shown on this proposal.

The consultant is advised that this phase of project must be completed by March 2009.

The costs (each of the services to be provided) are to be based on a not-to-exceed lump sum basis, including all applicable taxes and expenses.

Item	Price
A. Trail Alignment Study	\$ <u>60,114</u>
B. Environmental Compliance Documentation	\$ <u>167,894</u>
TOTAL COST FOR THIS PROJECT	\$ <u>228,008</u> (In Numbers)

Two hundred twenty eight thousand eight **Dollars**
(In Words)

Consultant shall attach an hourly rate sheet to this form for use for extra services, if there is a need.

ICF Jones & Stokes Fee Schedule

Riverside County Regional Park & Open-Space District

Labor Classifications	Per Hour
Senior Project Director	\$200
Project Director	\$180
Senior Consultant III	\$150
Senior Consultant II	\$140
Senior Consultant I	\$130
Associate Consultant III	\$120
Associate Consultant II	\$110
Associate Consultant I	\$100
Assistant Consultant	\$80
Technician	\$55
Administrative Technician	\$55
Intern	\$50
Other Direct Expenses	
Report Production: 8.5" x 11" Color photocopying	\$0.89/page
Report Production: 8.5" x 11" black & white photocopying	\$0.08/page
Automobile mileage at current IRS rate or	\$0.505/mile
Laptop computer (field projects only)	\$10.00/day
A general and administrative charge of 10% will be applied to all other direct costs, inclusive of subcontractor charges.	
Per diem is charged at \$160.00/day. A lodging surcharge will apply in high rate areas.	
Prompt Payment	
Jones & Stokes Associates clients may reduce any current invoice by (1%) of the billed amount if payment is made within 10 business days of receipt of said invoice.	
Billing rates are subject to revision effective January 1 of each year	

CONFIDENTIAL