

906



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

**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
April 23, 2009

**SUBJECT:** Re-Route Downtown Voice and Data - Phase I

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

1. Approve the attached engineering services agreement between the County of Riverside and Albert A. Webb and Associates of Riverside, California, in the amount of \$96,077 plus a reimbursable allowance not to exceed \$3,000 and authorize the Chairman to execute the agreement on behalf of the County; and
2. Authorize the Assistant County Executive Officer EDA/FM to administer the agreement in accordance with applicable Board policies.

**BACKGROUND:** On July 31, 2007, the Board of Supervisors approved a pre-qualified list of engineering, land surveying, and cost estimating firms to be retained on an as-needed basis.

(Continued)

Robert Field  
Assistant County Executive Officer / EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$99,077	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$99,077	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	08/09

SOURCE OF FUNDS: Capital Improvement Funds	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

FORM APPROVED COUNTY COUNSEL  
BY: MARSHA L. VICTOR  
DATE: 5/24/09

Departmental Concurrence

Reviewed by  
 Christopher Hans

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

Prev. Agn. Ref.: 3.51, 7/31/07; District: 2 Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3.20

**BACKGROUND:** (Continued)

The Economic Development Agency selected Albert A. Webb Associates from the pre-qualified list to provide engineering services for the Re-Route Downtown Voice and Data project located in the downtown corridors of Riverside. The scope of work includes engineering design services to replace the existing infrastructure and install new conduits, vaults, junction boxes, manholes and duct banks for the purpose of connecting several County and other agency buildings into the Riverside County Information Technology (RCIT) network. County Counsel has reviewed and approved the agreement as to legal form.

All costs associated with this project will be fully funded through Capital Improvement Funds. Thus, no additional Net County Cost will be incurred as a result of this agreement.



**OWNER/ENGINEERING AGREEMENT**

**BETWEEN COUNTY OF RIVERSIDE**

**AND**

**ALBERT A. WEBB ASSOCIATES**

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## **AGREEMENT FOR ENGINEERING SERVICES:**

COUNTY OF RIVERSIDE, a political subdivision of the State of California, herein referred to as the "County", and Albert A. Webb Associates, duly licensed as an Engineer and/or Engineering Professional Corporation under the laws of the State of California, herein called "Engineer", mutually agree as follows:

- I. DESCRIPTION. The Engineer shall act as Prime Designer or Engineer of Record and render engineering and associated architectural services for all identified phases of the project to the County, for which the County shall pay the Engineer, all as hereinafter provided, with relation to design and construction, under contract to be let on competitive bidding, of building and improvements, herein called "project", described and generally located as follows:

### **RE-ROUTE DOWNTOWN VOICE AND DATA**

- II. SCOPE OF WORK. The Engineer shall perform all services and other activities necessary to design and prepare construction documents ready to advertise and receive bids for the project in accordance with the terms of this Agreement [and as outlined in the attached Exhibit "A", incorporated herein and by this reference made part hereof.]

- III. ENGINEER'S SERVICES. The Engineer shall render the following services and related services as stipulated in Exhibit "A".

- A. SCHEMATIC DESIGN & DESIGN DEVELOPMENT: Consult with representatives of the County in regular design meetings as required, examine site and surroundings, investigate and document existing conditions at the facility to the extent necessary to clarify the construction requirements of the project that may effect the contractors ability to perform in an expeditious and effect manner. Also, ascertain presently proposed and probable future functions and requirements of the areas for which the project is being performed; prepare schematic design studies incorporating the stated project requirements including site plans, elevations, sections and other drawings necessary to describe the project. Prepare, as necessary, an itemized preliminary budget for the project, including a construction cost estimate, estimates for essential or optional fixtures, equipment and improvements that may be recommended for separate purchase or installation, if such an approach would be advantageous to the County's financial or scheduling interests in the project including, but not be limited to, equipment and all items of cost necessary to the completion but not to be covered by construction contract. Prepare outline specifications in sufficient detail to permit an analysis of the proposed construction and building systems specified and an accurate evaluation of the design's compliance with the project requirements. Submit schematic & design development drawings and an estimated construction cost; make necessary revisions as required to meet the financial limitations and other needs of the County; and submit a preliminary schedule for completion of the subsequent design phases. Design or technical studies shall accommodate County's requirements for the use of the subject facility and it shall be the Engineer's responsibility to communicate with County personnel in order to clarify, understand and incorporate those requirements into the design.

Following approval of schematic presentations, submit to the County design development drawings that include but are not limited to more detailed site plans, elevations, cross-sections, details and other necessary drawings and specifications, to fix and illustrate the size, character and functionality of the project. These shall include applicable essentials as to kind and quality of materials, equipment, critical supplies, type of structure, and other fundamental information. Present for the approval of the County a construction cost estimate, a revised schedule for completion of subsequent design phases, Work under this phase to be completed within four weeks of written authorization to proceed.

Apply for and obtain any necessary, preliminary approvals of public agencies, even if compensation to such agencies is to be provided by the County directly. Work under this phase to be completed within four weeks of written authorization to proceed to proceed with Schematics & Design Development.

- B. CONSTRUCTION CONTRACT DRAWINGS 50%: For each phase of the downtown OSP, prepare detailed construction contract drawings, all related specifications and construction cost estimate; prepare as directed by the County other necessary contract documents, using forms provided by the County, to include general conditions and supplementary general conditions, instructions to bidders, form of proposal, agreement, bonds, and notice inviting bids. Assist County in applying for those permits and approvals typically required by law for projects similar to the one for which Engineering services are being engaged. Complete the 50% Construction Drawings and associated documents and submit them for approval. Following review and comment by the County or other agencies having jurisdiction over any portion of the work incorporate corrections into the Construction Drawings. Work under this phase to be completed within no more than three weeks of written authorization to proceed.
- C. CONSTRUCTION CONTRACT DRAWINGS 100%: For each phase of the downtown OSP, prepare detailed construction contract drawings, all related specifications and construction cost estimate; prepare as directed by the County other necessary contract documents, using forms provided by the County, to include general conditions and supplementary general conditions, instructions to bidders, form of proposal, agreement, bonds, and notice inviting bids., ready to invite bids, including any recommended alternate bid provisions and period for construction, accompanied in writing with any recommended adjustments in estimated contract price and other budget items and schedule for completion of subsequent phases; recommend time until receipt of bids, and for completion. Work under this phase to be completed within no more than two weeks of written authorization to proceed.
- D. BIDDING: Assist the County to Solicit bids by direct communication with contractors, by means of usual trade publications and through construction bid plan rooms. Attend the pre-bid construction job walk. Reproduce and issue drawings, specifications and other contract documents, as necessary, for bidding purposes; prepare and cooperate with the County to issue to all prospective bidders any necessary addenda not later than the required period before the time

fixed to receive bids, and submit the same for approval of the County before award of the contract; consult with and make specific recommendations to County concerning responsibility of bidders and proposed subcontractors and concerning acceptance or rejection of bids and alternate bids; thereafter give timely notice to County to issue the "Notice to Proceed" to the contractor to commence construction; promptly investigate requests of contractor for substitution of "equals" and make reports and recommendations to County.

- E. CONSTRUCTION: Make periodic visits to the project and provide construction administration services and observation of the work to assist securing completion for general conformity with the contract documents including drawings and specifications; without guaranteeing performance by contractors, observe compliance with contract requirements by contractors, and promptly notify County of uncorrected noncompliance, substantial delays and observed deviations from requirements of the contract; perform functions required of the Engineer by the terms of this Agreement for Engineering Services; coordinate and cooperate with the project manager and/or inspector provided by the County; interpret drawings and specifications; review and act on reports of results of materials and systems testing arranged for and paid by the County or contractor as provided in the contract documents; review and accept (or reject) all submittals by the contractor required by the contract documents including shop drawings, products, and data samples for conformance with design concept and contract documents; recognize the need for, negotiate, prepare and seek timely approval of change orders, specifying therein what, if any, additional time for completion is to be allowed on account thereof; review contractor's applications for payment and recommend certificates for payment, with full or partial withholding where circumstances so indicate; at completion stage make thorough and complete visual observations of exposed "to" view elements, report observed deficiencies and ascertain substantial compliance; thereupon, and not before, promptly report to County the fact of completion accompanied by notice of completion prepared for execution of County on form supplied by or acceptable to County's legal adviser; prepare and make all reports as required for local, state and federal agencies and obtain necessary approvals or other clearances thereon; file with County any required written warranties submitted by the contractor; based on Engineer's observations during construction, review and report opinion of accuracy and completeness of record drawings as such pertains to information that Engineer has knowledge of such as Change Orders, Addendum, Interpretations or Clarifications prepared by Engineer, and file with County the record drawings, and specifications prepared by the contractor and for which the contractor assumes sole responsibility for the accuracy and completeness thereof. The Engineer shall not have the authority to stop the construction work for any reason. The Engineer shall not have control or charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, fabrication, procurement, shipment, delivery or installation, or for safety precautions and programs in connection with the Work, for the acts or omissions of the contractors, subcontractors, suppliers, or any other persons performing any of the work, or for the failure of any of them to carry out the Work in accordance with the contract documents.

- F. CLOSE OUT/RECORD DRAWINGS: The Engineer shall produce a set of record drawings for the County based on the issued construction drawings and the "red line" drawings produced by the contractor during construction. The final record drawings shall also incorporate as applicable information from bulletins, supplemental instructions, change orders and any other such instructions issued during the construction period. The Engineer shall also review and approve on the County's behalf any O&M manuals, training programs, warranties, start-up verification data and other like documents as part of the final close-out package.
- G. GUARANTY PERIOD: Consult with County's representatives and assist County in negotiations with contractors and subcontractors with reference to remedying defects of construction or unsatisfactory operation of the complete project or any of its parts, for a period of one year after acceptance of the project.
- H. EXTRA WORK: Extra work shall be performed only when requested or approved by the County in writing, after written notice from the Engineer as to the estimated cost thereof. Extra work shall include, but not be limited to:
1. Prepare measured drawings of existing construction when required for planning additions or alterations thereto not included in the base requirements of this agreement.
  2. Revising previously approved drawings or specifications to accomplish changes ordered by the County.
  3. Consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services as may be required in connection with the replacement of such work.
  4. Arranging for the work to proceed should the contractor default due to delinquency or insolvency.
  5. Providing contract administration and observation of construction should the original construction contract time be exceeded by 60 days through no fault of the Engineer.
  6. Conducting an observation of the project prior to expiration of the guarantee period and reporting observed discrepancies under guarantees provided by the construction contract, if requested by the owner.
  7. Preparing drawings and/or specifications for correction of defects of construction discovered after completion, or letting contracts or observation of construction there under, preparing for or participating in litigation arising out of the construction contract or defects of construction, whether before or after completion, or the enforcement of guarantees or warranties.
  8. Preparation of drawing for remodeling of existing facilities, if applicable.

#### IV. ENGINEER'S COMPENSATION

##### A. Determination of Amount

1. For the services hereinabove required the County shall pay to the Engineer, in the manner hereinafter provided, a lump sum fee of Ninety-Six Thousand, Seventy-Seven dollars (\$96,077.00), and shall be paid as provided in paragraph IV.C., Payment.
2. The Construction Contract Budget (which includes trade contracts and general conditions has been determined by the County and until revised by the County shall be deemed to be Four Hundred and Fifty Thousand dollars (\$450,000.00). The Engineer's compensation in Section IV, A, I above, shall include design services necessary for the joint development of the information technology (IT) systems with the County's IT Department.
3. If the accepted bid amount is higher or lower than the construction cost stipulated above, the Engineer's fee will not be changed, except for increases in scope of work which will be compensated per terms outlined below in IV.B., Additional Services.
4. Authorized reimbursable expenses shall be paid at consultant's cost, plus 10%. Authorized reimbursable expenses are as follows, and shall not exceed: \$3,000.00.
  - a. Expenses for travel outside the Riverside County area provided, however, that such travel is authorized in advance by the County.
  - b. Expenses for postage of drawings and specifications.
  - c. Direct cost of models, renderings, prints, photographs or other reproduction authorized by the County.

##### B. Additional Services

1. Payments for additional services authorized by the Board shall be made upon acceptance of said services by Facilities Management Director and in accordance with one of the following as determined by the Facilities Management Director:
  - a. By negotiation between County and Engineer.
  - b. By Hourly rates for time expended by Engineer's personnel in accordance with Hourly Rate Schedule (Billing Rates) attached to this Agreement as part of Exhibit "A".
  - c. The Engineer shall not be entitled to additional fee for deductive change orders nor shall his fee be reduced due to deductive change orders.

2. The compensation herein provided shall be full payment to the Engineer for all services rendered by him and all persons engaged or employed by him in the performance of this agreement, and no additional payment or reimbursement shall be made therefore or for any travel or other expenses incurred by the Engineer or such persons, except as may be specifically provided in writing between the parties.
3. No deduction from the Engineer's compensation shall be made on account of any sum withheld from a contractor.

C. Payment

1. The County shall pay the Engineer, upon his itemized statement (with backup documentation upon request), for completed and approved services under this agreement in the various phases. (See Exhibit "A".) The Engineer shall be entitled to invoice monthly based on percentage complete of work.
  - a. Schematic Design & Design Development \$36,198.00
  - b. Construction Documents 50% of lump sum \$22,369.00
  - b. Construction Documents 100% of lump sum \$22,369.00
  - c. Bidding and Construction Administration Phase 1 \$13,141.00  
 Invoiced in equal monthly installments from the start of construction.
  - d. Close out \$ 2,000.00  
 Invoiced upon acceptance and approval of the following:
    1. Punch list development and monitoring of completion of punch list items; collection of warranties; collection of operation and maintenance manuals; operations and security walk through; staff instructions/training (if desired); and preparation of record drawings (As-Builts)
    2. For extra work authorized by the County, the compensation shall be payable during the month following that in which the work was performed and approved by the County unless other specific methods of payment have been agreed upon between the parties.
2. County agrees that timely payment is a material part of the consideration of this agreement. The County shall review submitted invoices and within 14 calendar days of receipt notify Engineer in writing of questions or disputed amounts. Within 30 calendar days from the day the County receives an invoice, the County shall make payment of all amounts due,

which have not been previously identified as a disputed amount and remain unresolved.

V. DUTIES OF ENGINEER

- A. Upon execution hereof, the Engineer shall proceed with the work in accordance with Exhibit "A", each phase shall be approved in writing by the County and a Notice to Proceed issued prior to commencing subsequent phases.
- B. The Engineer's work on each phase shall be performed in such manner and form as will to the extent within the control of the Engineer receive approval of any local, state or federal agency having jurisdiction to approve the same, and he shall furnish all engineering and architectural information and data necessary to meet the requirements of such agency or agencies in order to secure approval to construct the project or for financial aid in connection therewith, if requested to do so by the County. However, the Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee or warrant the existence of conditions whose existence the Engineer cannot ascertain.
- C. If the lowest responsible construction bid for the project exceeds the adjusted estimated cost of construction by 10%, the Engineer shall, upon request from the County, revise the construction documents, without cost to the County, so as to bring the cost of the project within said adjusted cost estimate without program or intent alteration, and shall prepare the necessary documents to invite further bids, and in a like manner shall furnish revised construction documents in the same manner initially required herein. However, if the County elects to award a construction contract even though the responsible low bid exceeds the adjusted estimated cost of construction, the Engineer's fee shall not be increased. If bidding has not commenced within three months after the Engineer submits the proposed contract documents to the County, any of the estimated cost of construction shall be adjusted to reflect any change in the general level of prices which may have occurred in the industry between date of submission of the contract documents to the County and the date on which proposals are sought.
- D. The Engineer shall obtain employ or engage all engineers, consultants or other individuals or firms necessary to enable him to perform the services under this agreement through all phases of the project, and shall be responsible for their compensation, including but not limited to structural engineers, mechanical engineers, electrical engineers, civil engineers, landscape architects, and interior design consultants.
- E. The Engineer shall obtain and maintain during the term of performance of this Agreement workers' compensation insurance in accordance with statutory requirements.
- F. The Engineer shall deal directly with the duly appointed Project Manager from Facilities Management in all matters pertaining to the project construction.

VI. DUTIES OF THE OWNER

- A. The County shall make available to the Engineer all information which may be requested in order to perform the services required of him under this agreement, including space requirements, space standards, functions and uses proposed for all proposed occupancies. The Engineer may rely upon the accuracy and completeness of all information provided by the County including, but not limited to surveys, tests, and reports. The Engineer shall advise the County of any known errors, inconsistencies, or problems they may observe in such information.
- B. The County shall furnish the Engineer with an engineering site survey and topography of the property upon which the project is to be constructed. Such survey shall be prepared by a licensed surveyor or registered civil engineer and shall indicate existing structures, land features, improvements, public utility and public service installations, elevations, boundary dimensions, easements and other matters usual to such surveys, and such other items as may be requested by the Engineer. The survey shall be provided as soon as possible after award of the contract.
- C. The County shall pay all fees required by any state or federal agency for filing and checking any of the work of the Engineer or Engineer's consultants. The County shall also pay such fees as shall be necessary to secure building and related permits for the work from governmental agencies.
- D. During such portion of the construction period as the County deems necessary, the County shall provide and compensate the Project Manager or other building inspectors, who shall provide code interpretation and compliance with the construction documents inspection.
- E. The County shall promptly consider and act upon such written requests or recommendations of the Engineer as may be necessary to proceed with the progress of construction.
- F. The Engineer shall provide plans for systems furniture when the furniture is included in the project. The County shall engage a systems furniture consultant to work directly with the Engineer to develop floor plans, including requirements for electric power, lighting and communication systems in the project.
- G. The County agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the agreement between the County and the General Contractor. The County also agrees that the County, Engineer and Engineer's consultants shall be indemnified and named as additional insured under the General Contractor's General Liability Insurance Policy.
- H. If the County's Project Manager observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the County to the Engineer.

VII. DOCUMENTS

- A. The Owner acknowledges that the Engineer's reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates and other similar documents are instruments of professional service, not products. Although ownership of such documents normally is retained by the Engineer they nonetheless shall in this instance become upon their creation the property of the County whether the Project is constructed or not. The Engineer will however retain the copyright to such documents. The County may use the design documents and the designs depicted in them, without the Engineer's consent, in connection with the Project, or other County Projects, including, without limitation, future additions, alterations, connections, repairs, information, reference, use or occupancy of the Project(s). Any reuse of the documents by County without the written consent of the Engineer shall be at County's sole risk and without liability or legal exposure to the Engineer, and County shall indemnify, defend and hold the Engineer harmless from any claims or losses arising out of such use of the design documents by the County.
- B. Upon completion of each of the Phases, the Engineer shall furnish to the County four (4) copies of all documents for that phase. Upon approval thereof by the County, the Engineer shall furnish one reproducible set and four (4) copies along with a CD in ACAD of construction documents.

VIII. INSURANCE – Without limiting or diminishing ENGINEER'S obligation to indemnify and hold the COUNTY harmless, ENGINEER shall procure and maintain, or cause to be maintained at its sole cost and expense, the following insurance coverage during the term of this Agreement:

A. **Workers' Compensation:**

If ENGINEER has employees as defined by the State of California, ENGINEER shall maintain 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. Policy shall be endorsed to waive subrogation in favor of the County and, if applicable, provide a Borrowed Servant/Alternate Employer Endorsement.

B. **Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products/completed operations if applicable, personal and advertising injury covering claims that arise from or out of ENGINEER'S operations, use and management of the premises, or the performance of its obligations hereunder. Policy shall name, by Policy Endorsement, the County of Riverside its Agencies, Districts, Departments and

Special Districts, their respective Directors, Officers, Board of Supervisors, employees, elected and appointed officials as Additional Insured. Policy limits shall not be less than \$2,000,000 per occurrence combined single limits. If Policy contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. **Vehicle Liability:**

If any vehicle or mobile equipment is used in the performance of the obligations under this Agreement, ENGINEER shall maintain liability insurance for all owned, non-owned and hired vehicles in an amount not less than \$1,000,000 per occurrence combined single limit. Policy shall name, by Policy Endorsement, the County of Riverside its Agencies, Districts, Departments and Special Districts, their respective Directors, Officers, Board of Supervisors, employees, elected and appointed officials as Additional Insureds. If Policy 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 be Endorsed to name the County as Additional Insured.

D. **Property (Physical Damage):**

All-Risk personal property insurance coverage for the full replacement value of all ENGINEER'S equipment, systems, structures and improvements/alterations if any including property in the ENGINEER'S Care, Custody, and Control used on County premises, or used in any way connected with the accomplishment of the work or performance of services under this Agreement.

E. **Professional Liability:**

ENGINEER shall maintain Professional Liability Insurance providing coverage for negligent acts, errors or omissions in the performance of professional services included within this Agreement. Such coverage shall have a limit of liability of not less than \$1,000,000 per claim and \$2,000,000 annual aggregate. Such coverage shall continue through the term of this Agreement and for a period of five(5) years beyond the termination of this Agreement. ENGINEER shall provide COUNTY with certificates of insurance for such coverage each year.

F. **General Insurance Provisions - All lines:**

1. Any insurance carrier providing insurance coverage hereunder shall be admitted or approved to the State of California unless waived, in writing, by the County Risk Manager. Carrier(s) shall have an A.M. BEST rating of not less than an A:VII. Insurance deductibles or self-insured retentions must be declared by the carrier(s), and such deductibles and retentions shall have the prior written consent from the County Risk Manager.
2. Cause its insurance carrier(s) to furnish the County of Riverside with a properly executed original Certificate(s) of Insurance and certified original

copies of Endorsements effecting coverage as required herein. 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 County of Riverside prior to any, cancellation, expiration or reduction of such insurance. In the event of, cancellation, expiration or reduction, this Agreement may be terminated by the County forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements evidencing coverage set forth herein and the insurance required herein is in full force and effect. **ENGINEER shall not commence operations under this Agreement until the County of Riverside has been furnished original Certificate(s) of Insurance and all required endorsements. Upon County's request, ENGINEER shall make available for inspection copies of ENGINEER'S insurance policies.**

3. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
4. ENGINEER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

**IX. INDEMNITY AND HOLD HARMLESS** – The ENGINEER agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter individually and collectively referred to as "Indemnitees") from all liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings to the extent caused by any alleged or actual negligence, recklessness, willful misconduct, error or omission of ENGINEER, its directors, officers, partners, employees, agents or representatives or any person or organization for whom ENGINEER is responsible, arising out of or from the performance of services under this Agreement.

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

With respect to any action or claim subject to indemnification herein by ENGINEER, ENGINEER 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 COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes ENGINEER'S indemnification to Indemnitees as set forth herein.

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

The specified insurance limits required in this Agreement shall in no way limit or circumscribe ENGINEER'S obligations to indemnify and hold harmless Indemnitees 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 ENGINEER from indemnifying the COUNTY to the fullest extent allowed by law.

X. TERMINATION

- A. The County shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice. Upon receipt of notice, the Engineer shall immediately discontinue work and cancel all outstanding commitments for material, equipment or subcontractors that may be cancelled without undue cost. Engineer shall notify County of commitments that cannot be cancelled without undue cost and County shall have the right to determine the best course of action. Subject to compliance with the foregoing and all other provisions of this Agreement, County shall pay to Engineer reasonable and proper termination charges which shall not include anticipated profit. County shall be entitled to all material specifically accumulated for the work and included in the above costs. The County shall further compensate Engineer for actual services performed in accordance with this Agreement, through the date of termination. Engineer shall provide documentation deemed adequate by County to show the services actually completed and costs incurred by Engineer.
- B. This Agreement may be terminated by either the Engineer or the County upon seven (7) days written notice to the other party, in the event of substantial failure of performance by the other party or upon County's election to abandon or indefinitely postpone the project. Upon the giving of a notice to terminate by either Party, the other Party shall have the opportunity to cure the deficiency giving rise to the notice within such seven (7) day period. In the event the County elects to abandon or indefinitely postpone the project and gives such seven (7) day notice to Engineer of termination, the County shall make a lump sum payment for all services performed to date of written notice a total amount which bears the same ratio to the total maximum fee otherwise payable under this Agreement as the services actually performed bear to the total services necessary for performance of this Agreement.
- C. Notwithstanding any of the provisions of this Agreement, the Engineer's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon the Engineer's bankruptcy, or in the event of fraud, dishonesty, or willful or material breach of this Agreement by the Engineer or at County's

election, in the event of the Engineer's unwillingness or inability for any reason whatsoever to perform the duties hereunder. In such event, the Engineer shall be entitled to no further compensation under this agreement except for services actually rendered, it being the intent that the Engineer shall be paid as specified only during such period that the Engineer shall, in fact, perform the duties hereunder.

## XI. MISCELLANEOUS PROVISIONS

- A. Unless otherwise required by the County prior to commencement of the work in, the construction documents shall be prepared so that all of the work on the project will be executed under a single construction contract, but the County may request the Engineer to provide for one or more alternate proposals whereby a reasonably severable portion or portions of the project may be bid as additive alternates in the event the County requests that any portion of the work be bid as additive alternates. The Engineer shall not be entitled to any extra compensation for such work. If the additive alternates are let as separate construction contracts, The County and the Engineer shall agree on the nature and extent thereof and additional services, if any, will be authorized the Engineer in connection therewith.
- B. Unless otherwise specified by the County, soil and materials testing, usual and necessary for the proper performance of the Engineer's work or the adequate construction of the project, shall be obtained by the County.
- C. The Engineer shall consult with the County's legal adviser on legal matters affecting the County in relation to the drawings, specifications and contract documents and the relationship between County and contractor when requested by the County. The Engineer shall submit for the County's legal advisers review, and correction if required, for approval as to legality or form, the contract documents and specifications (but not the drawings in the absence of a request therefore or of any specific legal problem therein), addenda (other than for correction of minor errors or minor omissions in the drawings or specifications), change orders and other documents which may have legal implications or legal consequences to the County. Such documents shall be submitted in time reasonably to permit their review and advice to the County before the County shall act thereon, and in sufficient quantity to permit said legal adviser to retain one copy thereof if he so desires.
- D. The Facilities Management Director, or a designated assistant, shall represent the County initially in any informal discussions or conferences with the Engineer preliminary to or not requiring the action of the County's governing body, unless the County shall designate some other person or persons for that purpose. A written summary of conclusions reached at any such conference may be required of the Engineer by the County's representative.

- E. This agreement shall not be assignable by the Engineer as to any rights or duties there under without the prior written consent of the County, and any assignment attempted in violation of this provision, or any involuntary assignment, shall give the County cause to terminate and cancel this agreement the same as for a breach thereof. In other respects this agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties.
- F. Any notice or communication under this agreement shall be transmitted to the Facilities Management Director or a designated assistant and to the Engineer at the address shown under their signature, subject to change at any time by written notice from either party to the other.
- G. Release of Information to the Public: The Engineer shall consider all information regarding the Project as confidential information. Any request for information from others shall be directed to the County.
- H. The following shall apply to all construction change orders:
  - 1. Work performed by the Engineer or his consultants to clarify or explain a detail or condition in the drawing and/or specifications, the work will be considered an element of Engineer's services and no payment for extra services will be made.
  - 2. For other change orders required by the County, the Engineer shall be paid in accordance with the provisions of section for Extra Work for the cost for the services performed, regardless of an additive or deductive price for the change order.
- I. Construction Period Site Visits/Communication:
  - 1. It is the intention of the County to schedule weekly job-site visits. There may be occasions when fewer will suffice. There may be occasions where more will be required. The Engineer agrees either to be in attendance at these meetings, or alternatively to have his Engineering consultant and/or those other consultants he considers to be appropriate in attendance.
  - 2. The Engineer shall be allowed the option of providing on site services in lieu of in-office services for the express purpose of expediting the interpretation of drawings, processing of shop drawings and processing of clarification requests. The additional on-site time shall not be interpreted by the parties as any increased responsibility for actual construction observation.
- J. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Litigation arising from this Agreement shall be brought in California Courts. The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

- K. It is acknowledged by both parties that the Engineer's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the Engineer or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of the Engineer's services, the Engineer may, at the Engineer's option and without liability for consequential or any other damages, suspend performance of services on the project until the County retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.
- L. Notwithstanding anything in this Agreement, the Engineer, including the Engineer's sub-consultants, if any, shall not be responsible hereunder for any delay, default or nonperformance of this Agreement, if and to the extent that such delay, default or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, terrorist activity, sabotage, flood, epidemic, act of government authority in its sovereign capacity, labor, material, equipment or supply shortage, or any other cause beyond the reasonable control of such party.

IN WITNESS HEREOF, the parties hereto have executed this agreement on

\_\_\_\_\_  
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL  
\_\_\_\_\_

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By \_\_\_\_\_  
Deputy

(SEAL)

OWNER  
COUNTY OF RIVERSIDE

\_\_\_\_\_  
Chairperson, Board of Supervisors

ENGINEER  
Albert A. Webb Associates

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Phone No. \_\_\_\_\_

Dated \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL  
BY: Marsha L. Victor 5/26/09  
MARSHA L. VICTOR DATE

**EXHIBIT 'A'**

**For**

**OWNER/ENGINEERING AGREEMENT  
BETWEEN COUNTY OF RIVERSIDE  
AND  
ALBERT A. WEBB ASSOCIATES**

A L B E R T     A.     **WEBB**     A S S O C I A T E S

3788 MCCRAY STREET • RIVERSIDE, CA 92506  
PHONE: 951.686.1070 • FAX: 951.788.1256  
WWW.WEBBASSOCIATES.COM

W.O. 0467A9

May 1, 2009

Ms. Rebecca Tsagris  
Facilities Project Manager III  
**FACILITIES MANAGEMENT**  
**COUNTY OF RIVERSIDE**  
3133 Mission Inn Avenue  
Riverside, CA 92507

RE:     **Re-revised** - Proposal to provide Design Engineering Services for the Re-Route  
Downtown Voice and Data Project.

Dear Rebecca:

On behalf of Albert A. Webb Associates, I want to thank you for this opportunity to continue our successful working relationship with the Facilities Management group of Riverside County. I've reviewed the Form V Project Request, the Scope Statement for Design Engineer, the Conceptual Design Drawing and the Telecommunications Specifications prepared by RCIT. In preparation of this proposal, I've taken the liberty of walking the proposed route and photographing the facilities that comprise this very important task.

Webb's revised Project Understanding, Proposed Scope of Services, Compensation; Project Schedule and Fee Schedule are enclosed for your consideration. Should you find my proposal acceptable, please provide a formal agreement for our execution.

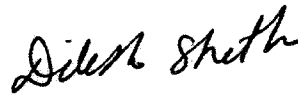
Once again, we appreciate this opportunity to be of service to you and the Facilities Management group and look forward to a successful completion of this project. Should you have questions regarding this proposal, please feel free to contact me or David Alcalá at (951) 686-1070.

Sincerely,

**ALBERT A. WEBB ASSOCIATES**



Scott Hildebrandt, P.E.  
Senior Vice President



Dilesh Sheth, P.E.  
Director, Traffic and Transportation

## PROJECT UNDERSTANDING

Our understanding of the Re-Route Downtown Voice and Data Project is based on the description of work requested in the materials supplied to us by your group.

To serve the IT needs of existing and future County Facilities located in the downtown area; the RCIT Department is undertaking a multi-year modernization of its infrastructure. The Re-Route Downtown Voice and Data Project will upgrade, replace and/or add new infrastructure to the existing outside plant pathway system currently in place.

This project will replace existing infrastructure and install new conduits, vaults, junction boxes, manholes, duct banks, etc. per the RFP developed by the RCIT Department. As part of our design, we will prepare plans to install conduit and related facilities along the pathway shown on the conceptual drawing attached to the RFP. In general, the pathway is comprised of portions of 10<sup>th</sup> Street, 11<sup>th</sup> Street, 12<sup>th</sup> Street and 13<sup>th</sup> Street as well as portions of Main Street, Orange Street and Lemon Street. This project will connect several county and other agency buildings into the RCIT network.

As stated in the RFP, Webb Associates will design the entire Re-Route Downtown Voice and Data Project pathway system as shown on the conceptual drawings supplied by the RCIT Department. In addition; we will prepare the project specifications and cost estimate for the entire Project. Using this information, Webb will divide the Re-Route Downtown V&D Project into three or four smaller Phases to be constructed and installed over the next several fiscal years as funding is made available. The installation and construction of the conduit and related facilities will be structured in such a way that the cost of each phase will not exceed \$700,000, including bidding and construction administration services for each Phase. For clarity; we will describe each phase with a unique name; i.e., Re-Route Downtown Voice and Data Project Phase 1, 2, 3, and 4.

This proposal will cover PS&E for the total length of the Project 's Installation Plans and Bidding and Construction Administration Services for Phase 1 only. As funding becomes available; Webb will provide Bidding and Construction Administration Services for Phases 2, 3 and 4 under a separate Purchase Order for each phase.

*Please contact us immediately if our understanding of the Project needs are not consistent with your understanding, so that the proposal can be revised accordingly.*

## **SCOPE OF SERVICES**

Webb Associates will provide a complete package of Project Drawings, Specifications and Engineer's Estimate (PS&E) for the entire Re-Route Downtown Voice and Data Project described in the RFP. However; due to limited funding allocated for each fiscal year, it was determined that the entire telecommunications pathway system construction would be completed in multiple phases. In addition; Webb will provide Bidding and Construction Services for each phase of construction. We offer the following observations of the tasks that will be undertaken by us to successfully complete this project.

1. **Aerial Survey**
  - Set targets for aerial survey;
  - Perform aerial survey
2. **Topographic Survey and Field Check**
  - Webb Associates will utilize our in-house survey crews to conduct a topographic survey of the project limits to include:
    - street centerlines and
    - existing utilities
  - A field survey will be taken of the proposed OSP routes to determine the best strategy for design and installation;
  - Accurate CAD Base Maps will be developed from the above surveys
3. **Utility Research (*Pot-holing not included*)**
  - Webb Associates will conduct a review of existing utility lines and related facilities;
  - We will plot the utilities on the base maps;
  - We will identify potential conflicts;
  - Field coordinate with affected utilities
4. **Plan Preparation (*Plan Submittal: Preliminary Layout, 50% and 100% completion*)**
  - We will prepare construction drawings;
  - The conceptual route will be adhered to as conditions permit;
  - We will avoid conflicts with visible utilities facilities wherever feasible;
  - The isometric schematic layout will depict the 100% design intent;
  - Work Area Traffic Control Plans will be prepared to account for the contractor's activities for each phase of construction;
  - Provide coordination with the City of Riverside for approval (client will pay plan check and permit fees);
  - Assist client in preparing a City Encroachment Permit Application;
  - Attendance at meetings; not to exceed 32 hours for Phases 1 – 4
5. **Specifications (*Specifications Submittal: 50% and 100% completion*)**

- Webb Associates will prepare the project specifications and special provisions;
  - Initial specifications will be modified to reflect any changes from the previous construction phase
6. **Cost Estimate** (*Cost Estimate Submittal: 50% and 100% completion*)
- We will prepare construction quantities per phase;
  - An engineer's cost estimate will be prepared for each construction phase;
  - Subsequent quantities and cost estimates will be revised to reflect changes from the previous construction phase
7. **Bidding and Construction Administration** (*Provided for Phase 1 only*)  
*(Bidding and Construction Administration for Phases 2, 3 and 4 to be provided under separate Purchase Order for each phase)*
- Part-time administration services will be provided for the duration of Phase 1 construction activities, not to exceed 40 hours;
  - Preparation of bid documents (client to advertise the project);
  - Respond to contractor RFI's and RFC's;
  - Check quantities and review plans, specifications, shop drawings and other contract related documents;
  - Attend a pre-construction meeting and address special concerns;
  - Attend status meetings as needed;
  - Part-time inspection services will be provided for the duration of Phase 1 construction activities, not to exceed 45 hours;
  - Our inspector will verify that the contractor performs construction activities according to accepted industry standards;
  - Maintain inspection reports, photographs and a daily diary;
  - Issue field correction notices;
  - Perform material inspection in accordance with plans and specifications;
  - Perform inspection for excavation backfilling of trenches, asphalt paving concrete, formwork and other related work;
  - Collect tickets and tags from material suppliers for compliance with contract specifications;
  - Prepare project punch list at substantial completion (Close out);
  - Follow up with the contractor to verify the satisfactory completion of all punch list items;
  - Maintain good public relations in the field
  - ***Webb will provide Bidding and Construction Administration services for Phase 2, Phase 3 and Phase 4 under a separate Purchase Order from Facilities Management. The number of not to exceed hours will be determined and agreed upon prior to the beginning of each Phase.***

## COMPENSATION

We propose to provide the Engineering, Construction Management and Inspection services outlined in our proposal on a time and material basis for a Not-to-Exceed Budget of **\$99,077**, in accordance with the attached schedule of fees.

Total fees for our services shall not be exceeded without prior authorization from client.

<b><u>Schematic Design &amp; Design Development</u></b>	
Aerial Survey	\$ 6,500
Topographic Survey and Field Check	\$19,100
Utility Research and Coordination	\$ 5,824
Preliminary Layout Plans	<u>\$ 4,774</u>
<b>Sub-Total</b>	<b>\$ 36,198</b>
<b><u>Construction Documents – 50% Completion</u></b>	
OSP Pathway Installation Plans	\$11,419
Work Area Traffic Control Plans	\$ 4,602
Specifications Package relating to Off-site work	\$ 3,708
Engineer's Cost Estimate	<u>\$ 2,640</u>
<b>Sub-Total</b>	<b>\$ 22,369</b>
<b><u>Construction Documents – 100% Completion</u></b>	
OSP Pathway Installation Plans	\$11,419
Work Area Traffic Control Plans	\$ 4,602
Specifications Package relating to Off-site work	\$ 3,708
Engineer's Cost Estimate	<u>\$ 2,640</u>
<b>Sub-Total</b>	<b>\$ 22,369</b>
<b><u>* Bidding and Construction Administration Services - Phase 1 only</u></b>	
Construction Management	\$ 6,188
Construction Inspection	<u>\$ 6,953</u>

Sub-Total - Phase 1 only	\$ 13,141
<u>* Project Close Out - Phase 1 only</u>	
Punch list development and completion	\$ 2,000
Sub-Total - Phase 1 only	\$ 2,000
<u>* Reimbursable Expenses</u>	
Printing, copying and mileage	\$ 3,000
Sub-Total	\$ 3,000

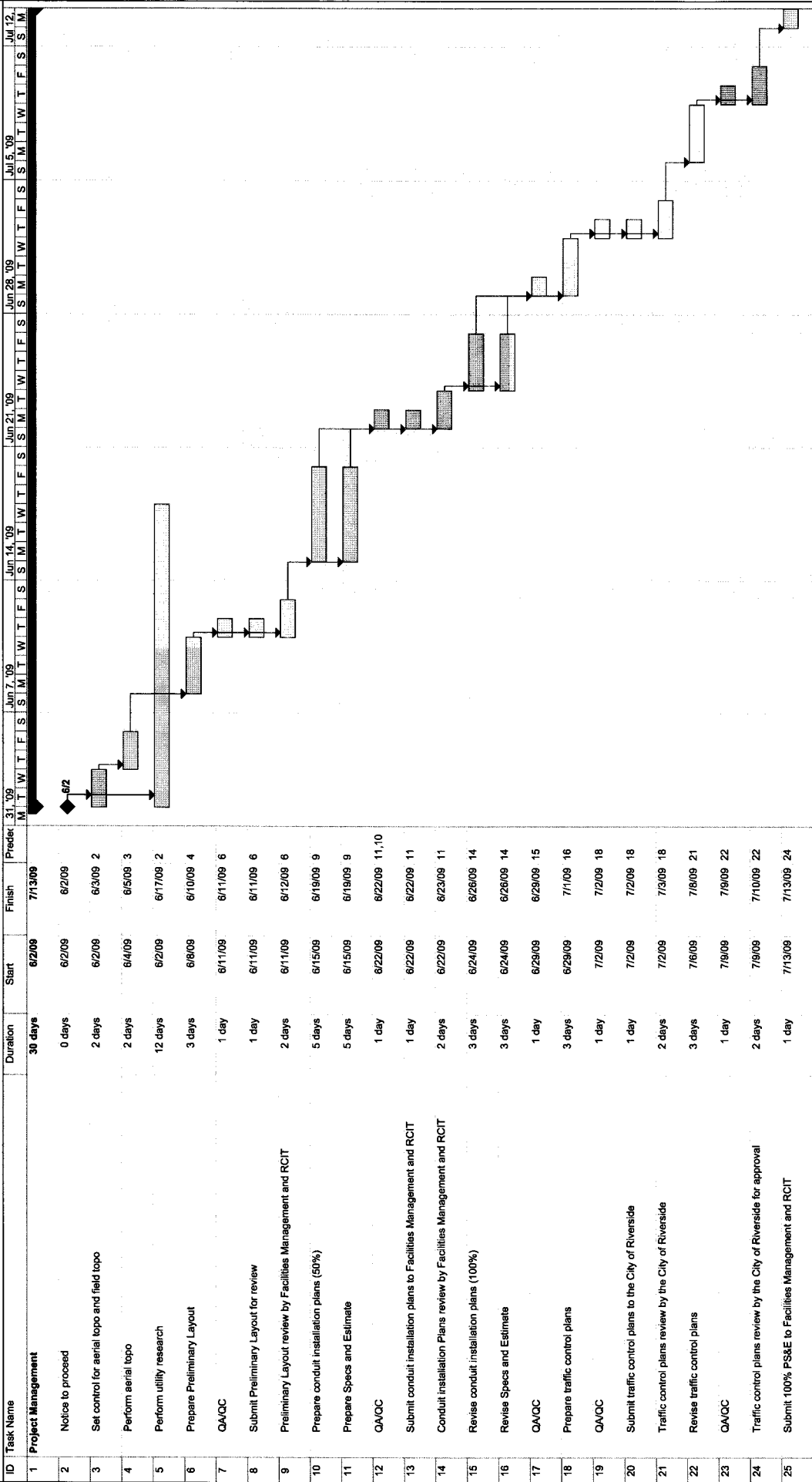
*\* Bidding and Construction Administration Services for Phases 2, 3 and 4 and their associated Reimbursable Expenses shall be provided by Webb under a separate County Purchase Order for each Phase.*

The completion times of the attached tentative Project Schedule represent the expectations of the parties involved and the Engineering Consultant agrees to diligently attempt to meet them. The actual timing of performance may be affected, however, by action or inaction of governmental entities, unforeseeable conditions, or other events beyond the reasonable control of the Engineering Consultant and the Engineering Consultant shall not be liable for delays occurring in spite of its diligent efforts.

Checking and/or filing fees are not included in this contract, and shall be paid by the client directly to the appropriate governmental agency.

All invoices shall be due and payable upon receipt. If invoices remain unpaid after 30 days, consultant shall cease work on project, and interest of 1.5% per month on unpaid balances shall be charged.

**Re-Route Downtown Riverside Voice & Data  
Project Schedule - Phase 1-4**



Project: Project Schedule\_051409\_.m  
Date: 5/15/09

Task Split

Progress Milestone

Summary Project Summary

External Tasks External Milestone

Deadline

Page 1

## FEE SCHEDULE

<u>CLASSIFICATION</u>	<u>RATES \$/HOUR</u>
<u>Engineers/Project Manager/Planners/Scientist/ Assessment/Special Tax Specialists/Landscape Architects/Designers</u>	
Principal II.....	198.00
Principal I.....	190.00
Senior III.....	173.00
Senior II.....	162.00
Senior I.....	157.00
Associate III.....	149.00
Associate II.....	128.00
Associate I.....	122.00
Assistant V.....	105.00
Assistant IV.....	101.00
Assistant III.....	92.00
Assistant II.....	76.00
Assistant I.....	62.00
 <u>Survey Services</u>	
3-Person Survey Party.....	242.00
2-Person Survey Party.....	212.00
1-Person Survey Party.....	130.00
Director of Survey.....	167.00
Manager of Field Operations.....	124.00
Survey Technician II.....	108.00
Survey Technician I.....	89.00
 <u>Inspection Services</u>	
Construction Manager.....	150.00
Inspector II.....	105.00
Inspector I.....	94.00
 <u>Administrative Services</u>	
Project Coordinator.....	86.00
Administrative Assistant III.....	72.00
Administrative Assistant II.....	62.00
Administrative Assistant I.....	46.00
 <u>Other Direct Expenses</u>	
Incidental Charges.....	Cost
Postage and Telephone.....	Cost
In-house Prints, Copies and Delivery.....	Cost
Travel and Subsistence.....	Cost
Special Consultant.....	250.00/Hour
Expert Witness Testimony and Preparation.....	375.00/Hour
Consultant Time Relative to Legal Action.....	325.00/Hour
GIS License Fee.....	39.00/Hour
Subcontracted Services.....	Cost + 15%
Survey/Inspector Vehicle.....	0.77/Mile
Mileage.....	0.68/Mile

NOTE: All rates are subject to change based on annual inflation and cost of living adjustments.

\*A FINANCE CHARGE of one and one half percent (1-1/2%) per month (18% per year) will be added to any unpaid amount commencing thirty (30) days from date of invoice. A mechanic's lien may be filed for any invoice remaining unpaid after thirty (30) days from date of invoice.