

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

490



FROM: Economic Development Agency

SUBMITTAL DATE:
July 14, 2009

SUBJECT: ADA Pavement Improvement Project – Riverside County Fairgrounds

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman to execute the agreement with David Evans and Associates in the amount of \$67,458 for engineering services at the County Fairgrounds; and
2. Authorize the Economic Development Agency Executive Director or Designee to approve and execute amendments to the agreement in an amount not to exceed ten percent of the contract amount.

BACKGROUND: (commences on page 2)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 67,458	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NO
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Community Development Block Grant	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY:
Serena Chow

County Executive Office Signature

FORM APPROVED BY COUNTY COUNSEL
 BY:
 NEAL R. KIPNIS
 DATE: 7/16/09
 Departmental Concurrence

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

Prev. Agn. Ref.: 6/30/08 3.2; 6/17/08 3.12; 8/28/07 3.54; 6/12/07 3.42

District: 4th

Agenda Number:

3.22

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND:

The ADA Transition Plan for the Riverside County Fair and National Date Festival (Plan) prepared by BOA Architecture in July 2008 documented physical barriers that limit the accessibility of the County's resources and programs to individuals with disabilities. The Plan established priorities and a schedule for improvements which would maximize accessibility at the Fairgrounds.

Priority for barrier removal on the fairgrounds in accordance with Federal Department of Justice Priorities – 28 CFR 36.304(c) includes:

1. Entrances onto fairgrounds / onsite paths of travel to facilities/facilities entrances. [28 CFR 36.304(c)(1)];
2. Accessible use of facilities [28 CFR 36.304(c)(2)];
3. Toilet facilities [28 CFR 36.304(c)(3)]; and
4. Other access improvement to fairgrounds program, service and/or activity

While not mandated the proposed improvement will enhance fairgrounds accessibility and exceed minimum requirements or will be corrected in connection with other planned building renovation projects.

The current fiscal year project is the third phase of construction improvements directed at Priorities 1 and 2. The project, "Phase 3 – Gate 6 to Fine Arts Building" will address path of travel improvements at the entrances onto the fairgrounds and to facilities/facilities entrances. The project includes demolition of existing pathway and reconstruction in accordance with hydrology and engineering plans developed for the entire fairgrounds. An area of approximately 1.5 acres will be improved. The improvements will benefit persons accessing the fairground at Gate 6 and will improve accessibility to the Fine Arts Building, Grandstand Arena Amphitheater, Pageant Area, and the Freestanding Restroom Building at Gate 6.

A request for proposal process resulted in a staff recommendation to contract with David Evans and Associates to provide engineering, bidding and construction management services for the project. This engineering firm has experience, is qualified and has specialized knowledge which will benefit the project. The project will be funded with Community Development Block Grant Funds and will have no impact on the General Fund.

Staff recommends that the Board of Supervisors approve all motions.

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2 PROFESSIONAL SERVICES AGREEMENT
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4 FOR ENGINEERING SERVICES FOR THE
5 ADA PAVING PROJECT AT THE RIVERSIDE COUNTY FAIRGROUNDS
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7 BY AND BETWEEN
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9 THE RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY
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11 AND DAVID EVANS AND ASSOCIATES, INC
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14 This Agreement, is made and entered into this 14th day of July 2009, by and between the
15 RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY, a public body corporate politic in the
16 State of California (hereinafter AGENCY), and DAVID EVANS AND ASSOCIATES, INC, a professional
17 services corporation in the State of California, (hereinafter CONSULTANT).
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21 WHEREAS, CONSULTANT shall prepare design and construction documents, and will
22 provide construction administration support for the ADA Paving Project at the Riverside County
23 Fairgrounds located in Indio, California, in accordance with local regulations and in conformance with the
24 scope outlined in Exhibit A, which is attached hereto and incorporated herein by this reference; and
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28 WHEREAS, the AGENCY has selected CONSULTANT to provide services based on
29 their response to a Request for Proposal (RFP); and
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32 WHEREAS, CONSULTANT has agreed to provide such services to AGENCY,
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34 NOW THEREFORE, in consideration of the mutual covenants contained herein, the
35 parties hereto agree as follows:
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37 1. DESCRIPTION OF SERVICES: CONSULTANT shall provide all services as outlined
38 and specified in Exhibit A, attached hereto and by this reference incorporated herein.
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41 1.1 CONSULTANT represents and maintains that it is skilled in the professional calling
42 necessary to perform all services, duties and obligations required by this Agreement to fully and
43 adequately complete the project. CONSULTANT shall perform the services and duties in conformance to
44 and consistent with the standards generally recognized as being employed by professionals in the same
45 discipline in the State of California. CONSULTANT further represents and warrants to the AGENCY that
46 it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice
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1 its profession. CONSULTANT further represents that it shall keep all such licenses and approvals in
2 effect during the term of this Agreement.
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4 2. PERIOD OF PERFORMANCE: CONSULTANT shall commence performance upon date
5 of execution of this Agreement and complete performance within twelve (12) months from said date.
6 CONSULTANT will diligently and responsibly pursue the performance of the services required of it by this
7 Agreement through project completion unless the work is altered by written amendment(s) pursuant to
8 Section 14, or terminated as specified in Section 9. All applicable indemnification provisions in this
9 Agreement shall remain in effect following the termination of this Agreement.
10

11 3. COMPENSATION: The AGENCY shall pay the CONSULTANT for services performed
12 and expenses incurred in accordance with the terms of this Agreement. CONSULTANT shall be paid on
13 an amount not to exceed Sixty Seven Thousand, Four Hundred and Fifty Eight Dollars (\$67,458.00).
14 CONSULTANT shall submit invoices to the AGENCY for progress payments based on work completed to
15 date.
16

17 3.1 Said compensation shall be paid in accordance with an invoice submitted to
18 AGENCY by CONSULTANT within fifteen (15) days from the last day of each calendar month, and
19 AGENCY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice.
20

21 4. INDEPENDENT CONSULTANT: AGENCY retains CONSULTANT on an independent
22 contractor basis. CONSULTANT is not, and shall not be considered to be in any manner, an employee or
23 agent of the AGENCY. Personnel performing the Services under this Agreement on behalf of
24 CONSULTANT shall at all times be under CONSULTANT'S exclusive direction and control.
25 CONSULTANT shall pay all wages, salaries and other amounts due such personnel in connection with
26 their performance of Service and as required by law. CONSULTANT shall be responsible for all reports
27 and obligations respecting such personnel, including but not limited to, social security taxes, income tax
28 withholdings, unemployment insurance, and workers' compensation insurance. CONSULTANT and its
29 employees and agents shall maintain professional licenses required by the laws of the State of California
30 at all times while performing services.
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32 5. INDEMNIFICATION: The CONSULTANT agrees to and shall indemnify and hold
33 harmless the County of Riverside, its Agencies, districts, Departments and Special district, their
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1 respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents
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3 and representatives (hereinafter individually and collectively referred to as "Indemnitees") from:

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5 5.1. All liability, including, but not limited to loss, suits, claims, demands, actions, or
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7 proceedings to the extent caused by any alleged or actual negligent, reckless or intentional act, error or
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9 omission, of CONSULTANT, its directors, officers, partners, employees, agents or representatives or any
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11 person or organization for whom CONSULTANT is responsible, arising out of or from the performance of
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13 professional services under this Agreement; and

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15 5.2. All liability, including but not limited to, loss, suites, damage, claims and
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17 demands, based upon any alleged or actual act, error, omission, or occurrence of CONSULTANT, its
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19 directors, officers, partners, employees, agents or representatives or any person or organization for whom
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21 CONSULTANT is responsible, arising out of, in connection with, resulting from conditions created by
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23 CONSULTANTS, or caused by the CONSULTANT'S performance or failure of performance of any work
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25 or services, other than professional services covered under Section "A" above, under this Agreement.

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

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

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

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

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

12 6. INSURANCE: Without limiting CONSULTANT'S indemnification, CONSULTANT shall
13
14 maintain in force at all times during the performance of this Agreement, insurance policies evidencing
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16 coverage during the entire term of the Agreement as follows:

17 6.1 Workers' Compensation: If CONSULTANT has employees as defined by the State of
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19 California, CONSULTANT shall maintain Workers' Compensation Insurance (Coverage A) as prescribed
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21 by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including
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23 Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be
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25 endorsed to waive subrogation in favor of the AGENCY and County of Riverside; and, if applicable, to
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27 provide a Borrowed Servant/Alternate Employer Endorsement.

28 6.2 Commercial General Liability: Commercial General Liability insurance coverage,
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30 including but not limited to, premises liability, contractual liability, completed operations, personal and
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32 advertising injury covering claims which may arise from or out of CONSULTANT'S performance of its
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34 obligations hereunder. Policy shall name the AGENCY, County of Riverside, special districts, their
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36 respective directors, officers, Board of Supervisors, elected officials, employees, agents or
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38 representatives as an Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per
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40 occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply
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42 separately to this agreement or be no less than two (2) times the occurrence limit.

43 6.3 Vehicle Liability: If CONSULTANT'S vehicles or mobile equipment are used in the
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45 performance of the obligations under this Agreement, CONSULTANT shall maintain liability insurance for
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47 all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per occurrence combined
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49 single limit. If such insurance contains a general aggregate limit, it shall apply separately to this
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51 agreement or be no less than two (2) times the occurrence limit. Policy shall name the AGENCY, County

1 of Riverside, special districts, their respective directors, officers, Board of Supervisors, elected officials,
2 employees, agents, or representatives as an Additional Insured.
3

4 6.4 Professional Liability: CONSULTANT shall maintain Professional Liability Insurance
5 providing coverage for performance of work included within this Agreement, with a limit of liability of not
6 less than \$1,000,000 per claim or occurrence and \$2,000,000 annual aggregate. If CONSULTANT'S
7 Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such
8 insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the
9 expiration or cancellation of the claims made insurance policy CONSULTANT shall purchase at his sole
10 expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates
11 Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this
12 Agreement; or, 3) demonstrate through Certificates of Insurance that Consultant has maintained
13 continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will
14 continue for a period of five (5) years beyond the termination of this Agreement.
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24 6.5 General Insurance Provisions - All lines:

25 a. Any insurance carrier providing insurance coverage hereunder shall be admitted
26 to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such
27 requirements are waived, in writing, by the AGENCY Risk Manager. If the AGENCY'S Risk Manager
28 waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for
29 one policy term.
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35 b. The CONSULTANT'S insurance carrier(s) must declare its insurance deductibles
36 or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence,
37 such deductibles and/or retentions shall have the prior written consent of the AGENCY Risk Manager
38 before the commencement of operations under this Agreement. Upon notification of deductibles or self-
39 insured retentions which are deemed unacceptable to the AGENCY, at the election of the AGENCY'S
40 Risk Manager, CONSULTANT'S carriers shall either; 1) reduce or eliminate such deductibles or self-
41 insured retentions as respects this Agreement with the AGENCY, or 2) procure a bond which guarantees
42 payment of losses and related investigations, claims administration, defense costs and expenses.
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1 c. The CONSULTANT shall cause their insurance carrier(s) to furnish the AGENCY
2 with 1) a properly executed original Certificate(s) of Insurance and certified original copies of
3 Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the
4 AGENCY Risk Manager, provide original Certified copies of policies including all Endorsements and all
5 attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and
6 policies of insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty
7 (30) days written notice be given to the AGENCY prior to any cancellation of such insurance. In the event
8 of a cancellation of coverage, this Agreement shall terminate forthwith, unless the AGENCY receives,
9 prior to such effective date, another properly executed original Certificate of Insurance and original copies
10 of endorsements or certified original policies, including all endorsements and attachments thereto
11 evidencing coverages and the insurance required herein is in full force and effect. Individual(s)
12 authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each
13 policy and the Certificate of Insurance. **CONSULTANT shall not commence operations until the**
14 **AGENCY has been furnished original Certificate (s) of Insurance and certified original copies of**
15 **endorsements or policies of insurance including all endorsements and any and all other**
16 **attachments as required in this Section.**

17 d. It is understood and agreed by the parties hereto and the CONSULTANT'S
18 insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be
19 construed as primary insurance, and the AGENCY'S insurance and/or deductibles and/or self-insured
20 retentions or self-insured programs shall not be construed as contributory.

21 e. If, during the term of this Agreement or any extension thereof, there is a material
22 change in the scope of services or performance of work the Risk Manager reserves the right to adjust the
23 types of insurance required under this Agreement and the monetary limits of liability for the insurance
24 coverages required herein, if, in the AGENCY Risk Manager's reasonable judgment, the amount or type
25 of insurance carried by the CONSULTANT has become inadequate.

26 f. CONSULTANT shall pass down the insurance obligations contained herein to all
27 tiers of subconsultants working under this Agreement.

1 7. COOPERATION BY AGENCY: All information, data, reports, records, and maps as
2 exist, available to the AGENCY and necessary for carrying out the work described shall be furnished to
3 CONSULTANT without charge by the AGENCY. The AGENCY shall cooperate with CONSULTANT as
4 appropriate to facilitate, without undue delay, the work to be performed under this Agreement.
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8 8. AUTHORITY OF CONSULTANT: CONSULTANT and its agents, servants, employees
9 and subcontractors shall act at all times in an independent capacity during the term of this agreement,
10 and shall not act as, and shall not be, nor shall they in any manner be construed to be, agents, officers or
11 employees of AGENCY, and further, CONSULTANT, its agents, servants, employees and subcontractors,
12 shall not in any manner incur or have the power to incur any debt, obligation, or liability against the
13 AGENCY.
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17 9. TERMINATION: AGENCY may terminate this Agreement, by written notice to
18 CONSULTANT, in whole or in part at any time, with or without cause. Such termination may be for
19 AGENCY'S convenience or because of CONSULTANT'S failure to perform its duties and obligations
20 under this Agreement including, but not limited to, the failure of CONSULTANT to perform services in a
21 timely manner.
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24 9.1 Discontinuance of Services. Upon receipt of written Notice of Termination,
25 CONSULTANT shall discontinue all affected Services within seven (7) days of receipt of the Notice,
26 unless otherwise directed by the Notice, and upon full payment for services rendered, deliver to the
27 AGENCY all data, estimates, graphs, summaries, reports, and other related materials as may have been
28 prepared or accumulated by CONSULTANT in performance of Services, whether completed or in
29 progress.
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32 9.2 Effect of Termination for Convenience. If the termination is to be for the
33 convenience of the AGENCY, the AGENCY shall compensate CONSULTANT for Services satisfactorily
34 provided through the date of termination. Such payment shall include a pro-rated amount of profit, if
35 applicable, but no amount shall be paid for anticipated profit on unperformed Services. CONSULTANT
36 shall provide documentation deemed adequate by AGENCY'S Representative to show the Services
37 actually completed by CONSULTANT prior to the date of termination. This Agreement shall terminate
38 thirty (30) days following receipt by the CONSULTANT of the written Notice of Termination.
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1 9.3 Effect of Termination for Cause. If the termination is due to the failure of
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3 CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be compensated for
4 those Services, which have been completed and accepted by the AGENCY. In such case, the AGENCY
5 may take over the work and prosecute the same to completion by contract or otherwise. Further,
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7 CONSULTANT shall be liable to the AGENCY for any reasonable additional costs incurred by the
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9 AGENCY to revise work for which the AGENCY has compensated CONSULTANT under this Agreement,
10 but which the AGENCY has determined in its sole discretion needs to be revised in part or whole to
11 complete the Project. Following discontinuance of Services, the AGENCY may arrange for a meeting
12 with CONSULTANT to determine what steps, if any, CONSULTANT can take to adequately fulfill its
13 requirements under this Agreement. In its sole discretion, AGENCY'S Representative may propose an
14 adjustment to the terms and conditions of the Agreement, including the contract price. Such contract
15 adjustments, if accepted in writing by the Parties, shall become binding on CONSULTANT and shall be
16 performed as part of this Agreement. In the event of termination for cause, unless otherwise agreed to in
17 writing by the parties, this Agreement shall terminate seven (7) days following the date the Notice of
18 Termination was mailed to the CONSULTANT. Termination of this Agreement for cause may be
19 considered by the AGENCY in determining whether to enter into future agreements with CONSULTANT.
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30 9.4 Cumulative Remedies. The rights and remedies of the parties provided in this
31 Section are in addition to any other rights and remedies provided by law or under this Agreement.
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33 10. CONFLICT OF INTEREST: CONSULTANT shall have no interest, and shall not acquire
34 any interest, direct or indirect, which will conflict in any manner or degree with the performance of
35 services required under this Agreement.
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38 11. DESIGNATED REPRESENTATIVES: The following individuals are designated as
39 representatives of the AGENCY and CONSULTANT respectively to act as liaison between the parties:
40

41
42 **AGENCY**

43
44 Leah Rodriguez, Project Manager
45 Riverside County Economic Development Agency
46 44-199 Monroe, Suite B
47 Indio, CA 92201
48 (760) 863-2552
49 (760) 863-2551 fax
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CONSULTANT

Gabriel Rodriguez, P.E.
David Evans and Associates, Inc.
4200 Concourse, Suite 200
Ontario, CA 91764
(909) 481-5750 (909)481-5757 fax
(951) 830-4338 mobile

1 Any change in designated representatives shall be promptly reported to the other party in
2 order to ensure proper coordination
3

4 12. ASSIGNMENT: This Agreement shall not be assigned by CONSULTANT, either in whole
5 or in part, without prior written consent of AGENCY. Any assignment or purported assignment of this
6 Agreement by CONSULTANT without the prior written consent of AGENCY will be deemed void and of no
7 force or effect. This agreement shall not be assigned by Agency without prior written notice of
8 Consultant.
9

10 13. NONDISCRIMINATION: CONSULTANT shall ensure that there shall be no
11 discrimination against or segregation of any person, or group of persons, on account of sex, marital
12 status, race, religion, color, creed, national origin, ancestry, sex, physical condition or age, in the
13 performance of this Agreement and that CONSULTANT, Contractor, or any person claiming under or
14 through the AGENCY shall not establish or permit any such practice or practices of discrimination or
15 segregation.
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17 14. ALTERATION: No alteration or variation of the terms of this Agreement shall be valid
18 unless made in writing and signed by the parties hereto, and no oral understanding or agreement not
19 incorporated herein shall be binding on any of the parties hereto.
20

21 15. LICENSE AND CERTIFICATION: CONSULTANT verifies upon execution of this
22 Agreement, possession of a current and valid license in compliance with any local, State, and Federal
23 laws and regulations relative to the scope of services to be performed under Exhibit A, and that
24 services(s) will be performed by properly trained and licensed staff.
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26 16. CONFIDENTIALITY: CONSULTANT shall observe all Federal, State and AGENCY
27 regulations concerning confidentiality of records. CONSULTANT shall refer all requests for information to
28 AGENCY.
29

30 17. WORK PRODUCT: All documents, reports, preliminary findings, or data assembled or
31 compiled by CONSULTANT under this Agreement shall become the property of the AGENCY upon
32 creation and full payment to Consultant for services rendered. The AGENCY reserves the right to
33 authorize others to use or reproduce such materials at the sole risk of Agency and without any liability to
34 Consultant; and Agency shall defend and indemnify Consultant for such use or reproduction. Therefore,
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1 such materials shall not be circulated in whole or in part, nor released to the public, without the direct
2 authorization of the AGENCY Director or an authorized designee.
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4 18. JURISDICTION, VENUE, ATTORNEY'S FEES: This Agreement is to be construed
5 under the laws of the State of California. The parties agree to the jurisdiction and venue of the
6 appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or
7 interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in
8 addition to whatever other relief is granted.
9

10 19. WAIVER: Any waiver by AGENCY of any breach of any one or more of the terms of this
11 Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any
12 other term thereof. Failure on the part of the AGENCY to require exact, full and complete compliance
13 with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or
14 estopping AGENCY from enforcement hereof.
15

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

20 21. COMMUNITY DEVELOPMENT BLOCK GRANT REQUIRED LANGUAGE: The
21 Community Development Block Grant funding requires compliance with federal regulations specific to the
22 language and forms attached to this agreement and incorporated by reference. The attachment consists
23 of five (5) pages.
24

25 22. ENTIRE AGREEMENT: This Agreement is intended by the Parties hereto as a final
26 expression of their understanding with respect to the subject matter hereof, and all prior or
27 contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged
28 herein. Any modifications to the terms of this Agreement must be in writing and signed by the parties
29 herein.
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1 23. NOTICES: All correspondence and notices required or contemplated by this Agreement
2 shall be delivered to the respective parties at the addresses set forth below and are deemed submitted
3 one (1) day after their deposit in the United States Mail, postage prepaid:
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5

6
7 AGENCY:
8 Riverside County Economic Development Agency
9 44-199 Monroe B
10 Indio, CA 92201
11 Attn: Leah Rodriguez
12

CONSULTANT:
David Evans and Associates, Inc
4200 Concourse, Suite 200
Ontario, CA 91764
Attn: Gabriel Rodriguez

13
14 IN WITNESS WHEREOF, the parties hereto have caused their duly representatives to execute this
15 Agreement.
16

17 DATED: _____
18

David Evans and Associates, Inc

19 By _____
20

21 Title:
22

23
24 Riverside County Economic Development
25 Agency
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27
28 By: _____
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30 Jeff Stone, Chairman
31 Riverside County Board of Supervisors
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33
34 FORM APPROVED COUNTY COUNSEL
35 BY: Neal R. Kipnis 7/16/09
36 NEAL R. KIPNIS DATE
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EXHIBIT A

**SCOPE OF SERVICE BY DAVID EVANS AND ASSOCIATES, INC
FOR ADA PAVING PROJECT AT RIVERSIDE COUNTY FAIRGROUNDS
Phase 3 – Gate 6 to Fine Arts**

Consultant shall:

Perform Engineering Services as specified in the attached proposal dated June 25, 2008 and comprised of six (6) pages. The project is a third phase to comprehensive path of travel and facility access project at the Riverside County Fairgrounds. The overall improvements are in accordance with recommendations made in the ADA Transition Plan for the Riverside County Fair and National Date Festival (Plan) prepared by BOA Architecture in July 2008. The Plan documented physical barriers that limit the accessibility of the County's resources and programs to individuals with disabilities. The Plan established priorities and a schedule for improvements which would maximize accessibility at the Fairgrounds.

The current fiscal year project "Phase 3 – Gate 6 to Fine Arts Building" will address path of travel improvements at the entrances onto the fairgrounds and to facilities/facilities entrances. The project includes demolition of existing pathway and reconstruction. An area approximating 1.5 acres will be improved. The improvements will benefit persons accessing the fairground at Gate 6 and will improve accessibility to the Fine Arts Building, Grandstand Arena Amphitheater, Pageant Area, and the Freestanding Restroom Building at Gate 6.

- **DESIGN** – \$ 41,626.00
Research and supplemental ground survey; Geotechnical Investigation; Percolation Test and Report; Demolition Plan; Precise Grading; Drainage and Paving Plan; Construction Specifications; Engineers Construction Cost; Project Coordination and Site Visits.
- **CONSTRUCTION** – \$ 16,294.00
Bid assistance; Pre-Construction Meeting; Construction Administration
- **OTHER** – \$ 9,538.00
Hydrologic and hydraulic study/report; Water Quality Management Plan (WQMP).

Total not to exceed: \$67,458.00



DAVID EVANS
AND ASSOCIATES INC

June 25, 2009

Ms. Colby Cataldi
Riverside County
Economic Development Agency

Workforce Development Center @ Monroe Park

44-199 Monroe Street Suite B
Indio, CA 92201

**Subject: SCOPE OF SERVICES FOR PROFESSIONAL ENGINEERING AND LAND SURVEYING
FOR THE RIVERSIDE COUNTY FAIRGROUNDS IN THE CITY OF INDIO**

Dear Mr. Cataldi:

On behalf of David Evans and Associates, Inc. (DEA), we are pleased to submit our scope of services to provide civil engineering and land surveying for the above mentioned project. DEA is a full service professional consulting firm whose key disciplines are civil and transportation engineering, surveying, landscape architecture, land use master planning, and environmental services. We provide services to a variety of public agencies and private clients.

Our staff of professionals focus on providing high quality, responsive consulting services to public and private clients located in Riverside County and the Inland Empire, as well as areas throughout the Southern California. Our extensive years of serving public agency and private clients provide us with a wealth of knowledge relative to client and community interests.

DEA is currently providing engineering, surveying, and landscape architectural services on several projects for the Riverside County EDA. In addition, DEA has provided engineering, surveying and landscape architectural services at the Fairgrounds since 2003 and have recently completed the design and construction management of 5-acres of concrete paving improvements. Through our past and recent experience, we are intimately familiar with the County of Riverside and the various county standards.

We look forward to being a part of your project and would be pleased to provide Riverside County EDA with our professional services. Thank you for the opportunity to provide you our proposal for your project. Should you have any questions please call me at (909) 481-5750.

Sincerely,
DAVID EVANS AND ASSOCIATES, INC.

Gabriel Rodriguez, P.E.
Associate



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Assumptions:

Based on the exhibit provided by the County of Riverside EDA, we have estimated approximately 1.5-acres of pavement improvements. At this time, our proposal is based on preparing one bid package.

With the above information, DEA proposes civil engineering and land surveying services consisting of the following:

SCOPE OF SERVICES – CIVIL ENGINEERING & LAND SURVEYING

PHASE I - DESIGN

I.01 Research and Supplemental Ground Survey

DEA will perform wet and dry utility research in preparation of the base mapping for the project. This research will include searching for available record data (relevant plans, fire flow data, existing improvement plans, etc.) within or adjacent to the project limits. DEA will gather information from the utility purveyors regarding their facilities in the project area. This will permit these facilities to be incorporated into the base maps and design of the project. DEA will also provide field survey and office time to locate and verify elevations of paving limits based on the hours indicated on the attached fee schedule. If additional field and office time is required beyond the time provided in this scope, we reserve the right to negotiate additional fee.

Deliverables: Four (4) bond copies - 24"x36" topographic map at 1"=100' scale.

I.02 Geotechnical Investigation, Percolation Test and Report

DEA will subcontract with Landmark Geo-Engineers and Geologist to perform a geotechnical investigation and percolation test. Landmark will perform two (2) infiltration tests at 10-feet deep for sub-surface drainage purposes and one (1) soil boring to a depth of 20-feet. Landmark will present the test results, recommendations and field work information in report format for the use of the grading, paving and drainage design.

Deliverables: Four copies of the geotechnical report and percolation test as noted above.

I.03 Demolition Plan

DEA will prepare a 1"=20' scale demolition plan for approximately 1.5-acres depicting the removal of asphalt pavement, concrete, drywells, mow curb and the limits of these removals.

Deliverables: Four (4) bond copies – 24"x36" demolition plan (3 sheets).

I.04 Precise Grading, Drainage and Paving Plan

DEA will prepare a 1"=20' scale precise grading, drainage and paving plan for approximately 1.5-acres depicting proposed paving limits, on-site grading contours, finish surface and top of curb elevations, drainage patterns, drainage features, concrete flatwork and mow curb for the project site. The plan will consider all ADA requirements for building accessibility. Earthwork and construction quantities will be determined and shown on the plan.

Deliverables: Four (4) bond copies – 24"x36" precise grading, drainage and paving plan (4 sheets).

I.05 Construction Specifications

DEA will prepare technical specifications for the civil engineering related items of construction to be used for inclusion into EDA's general provisions. The technical specifications will be prepared in Greenbook format.



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Deliverables: Four (4) copies and one digital copy in Word format.

I.06 Engineer's Construction Cost Estimate

DEA will prepare an engineer's construction cost estimate at 50 and 100-percent plan completion for civil engineering related items of construction.

Deliverables: Four (4) copies and one digital copy in Excel format.

I.07 Project Coordination and Site Visit

DEA will coordinate with Riverside County EDA to facilitate the completion and approval of the final construction documents. DEA will also perform a site visit to determine location of above ground apputenances and facilities. Hours budgeted for this task are shown on the attached fee schedule. If additional hours are required, we reserve the right to negotiate additional fee.

Deliverables: Project coordination and meetings as noted above.

PHASE II – BID ASSISTANCE

II.01 Bid Assistance

DEA will provide bid assistance including the distribution of bid packets, answering questions from prospective bidders, conducting the pre-bid conference, participating in the bid opening, and assistance in analyzing the bids to determine the lowest responsible bidder. DEA will coordinate with a reprographics company to prepare the necessary bid packages. We have budgeted 28-hours for this task. If additional hours are required, we will inform EDA and negotiate additional fee before proceeding further.

Deliverables: Bid assistance as noted above.

II.02 Pre-Construction Meeting

DEA will attend the pre-construction meeting and assist the County by identifying all invitees in addition to preparing and distributing the agenda, facilitating the meeting and preparing and distributing the meeting minutes.

Deliverables: Pre-construction meeting as noted above.

II.03 Construction Administration

As EDA's representative, DEA will provide construction administration services including: weekly site visits for construction meetings with EDA staff, the general contractor and subcontractors; monitoring the progress of the work and that construction is proceeding in accordance with the contract documents. DEA will review contract change orders and will provide recommendations regarding any change order request submitted by the contractor or his subcontractors. DEA will also review and approve material submittals and respond to RFI's. Hours for this task are shown on the attached fee schedule. This task will be billed on a time and material basis. If additional hours are required, we will inform EDA and negotiate additional fee before proceeding further.

Deliverables: Construction administration as noted above



OPTIONAL TASKS

Hydrologic and Hydraulic Study/Report

DEA will prepare a hydrologic and hydraulic study for approximately 1.5-acres based on Riverside County Flood Control standards and specifications. DEA will provide Riverside County EDA with the hydrologic and hydraulic study. A rational method analysis of the site will be performed addressing the 10- and 100-year storm events to be used to verify the sizes of proposed drywells. Hydrologic calculations will be performed using CivilD software and hydraulic calculations for proposed drywell catch basins will be prepared using Flowmaster software.

Deliverables: Two (2) copies and one digital copy in Word format.

Water Quality Management Plan (WQMP)

DEA will prepare a Water Quality Management Program report and plan for approximately 1.5-acres to comply with the standards set forth by the County of Riverside and the Regional Water Quality Control Board. The Water Quality Management Program plan will outline structural and non-structural features and maintenance practices that will prevent pollutants from impacting downstream water courses. The plan will be presented in text and graphic format.

Deliverables: Two (2) copies and one digital copy in Word format.

EXCLUSIONS

- Geotechnical Engineering
- Environmental Services and Permits (Fish and Game, Army Corps, Regional Water, etc.)
- Offsite Improvement Plan
- Horizontal Control & Signing and Striping Plan
- Water Quality Control Plan
- Storm Water Pollution Prevention Plan
- Traffic Control Plan
- As-builts
- Aerial Topographic Map
- On-Site Utility Plan (Sewer and Water)
- Property Line and Easement Mapping
- Boundary Survey
- Monumentation
- Construction Staking
- Construction Management or Observation
- Landscape Architecture
- Architecture
- Any task not listed in the above scope of services.

FEES

DEA proposes to complete the scope of services based on the fees shown on the attached fee schedule. Invoices will be due and payable within thirty (30) days, and will be sent monthly based upon the percentage of work complete. This proposal is valid for sixty (60) days.

Plan check and permit fees to government agencies, mileage, per diem, delivery costs such as Federal Express charges, and the cost of prints/reproductions are **not** included in our fixed fee. All such costs are "reimbursable" items and will be shown separately on your invoice and billed to you at cost plus 10 percent. For budgetary purposes an **estimate** of reimbursable costs is shown on the attached fee schedule.

EXTRAS

Any service requested which does not fall within the scope of work task listed herein, or any duplication of work



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due to changes desired by the owner, will be performed on an "Extra Services" basis. Extra services will not begin until a signed contract or addendum is received from the client.

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BID SCHEDULE

RIVERSIDE COUNTY LAND REDEVELOPMENT

11/11/2010

Task & Description	PM		PE		PP		CD		LEP		CADD		PLS		SA		2CW		WP		Total Labor plus reimbursements expenses		
	\$180	\$150	\$110	\$725	\$90	\$90	\$780	\$745	\$250	\$80	\$8,390	\$480	\$4,000	\$252	\$14	\$133	\$414	\$108	\$67	\$108			
I.01 Research and Supplemental Ground Survey	2	6	6	6	6	6	4	8	18												\$8,642		
I.02 Geotechnical Investigation and Report	1	2																			\$4,494		
I.03 Demolition Plan	2	6		24																	\$4,553		
I.04 Precise Grading, Drainage and Paving Plan	8	8		88																	\$14,214		
I.05 Construction Specifications	4	16																			\$3,708		
I.06 Engineer's Construction Cost Estimate	4	8																			\$2,307		
I.07 Project Coordination Meetings	20																				\$3,708		
II.01 Bid Assistance	4	16																			\$3,708		
II.02 Pre-Construction Meeting	6	6																			\$2,204		
II.03 Construction Administration	36																				\$10,382		
Hydrologic and Hydraulic Study	1	2		16																	\$74		
Water Quality Management Plan (WQMP)	1	4		48																	\$703		
Total Hours and Fees - Phase I and II =																							
																					\$52,350	\$4,000	\$57,921
Total Hours and Fees - Optional Tasks =																							
																					\$9,260	\$0	\$9,538
Total Hours and Fees - Phases 1, 2 and Optional Tasks =																							
																					\$61,610	\$4,000	\$67,458

PM = Project Manager, PE = Professional Engineer, PP = Principal Planner, CD = Civil Designer, LEP = Land/Environmental Planner, CADD = CADD Operator, PLS = Professional Land Surveyor, SA = Survey Analyst, 2CREW=2-Person Survey Crew, CL = Clerical

1. CDBG Regulations

The work under this Professional Services Agreement is subject to all applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program (*24 CFR and Part 570*), Executive Order #11246, and other applicable requirements.

2. Access to Records and Records Retention:

The Consultant and any sub-consultants shall allow all duly authorized County, Federal, or State officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of the Consultant and any Sub-consultants that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

The Consultant and any sub-consultants further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles.

All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

3. Federal Employee Benefit Clause:

No member of or delegate to the congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.

4. Equal Opportunity

The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Consultant will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discriminating clause.

5. Section 3 of the Housing and Community Development Act of 1968

Economic Opportunities for Section 3 Residents and Section 3 Business Concerns

Sec. 135.38 Section 3 clause.

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor

has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

F. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

G. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

H. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

6. Certifications and Reporting

Contractor agrees to complete and submit the following reporting forms to the County of Riverside at the initiation of project activities:

Exhibit B-8: QUESTIONNAIRE REGARDING BIDDER – PAGE 4 OF 5

Exhibit PA-5: SECTION 3 SUMMARY REPORT – PAGE 5 OF 5

QUESTIONNAIRE REGARDING BIDDERS
--

Engaged in the contracting business under the present name of _____
 _____, since _____ (Date).

Present business address is: _____

Federal Tax ID: _____

State of California Contractor's License No.: _____

Expiration Date: _____

Because this project is Federally-funded, it is necessary to obtain information concerning minority and other group participation for statistical purposes. The U.S. Department of Housing and Urban Development (HUD) uses this information to determine the degree to which its programs are being utilized by minority business enterprises and targeted group contractors.

A minority enterprise is defined by the Federal Government as a business that is fifty-percent (50%) or more "minority-owned". Please check applicable box concerning the ownership of your business:

- American Indian or Native Alaskan
- Asian or Pacific Islander/Native Hawaiian
- Black/African American
- Hispanic
- White
- Hasidic Jews
- Other _____

A woman-owned enterprise is defined by the Federal Government as a business that is fifty-percent (50%) or more woman-owned. Please check applicable box concerning the ownership of your business:

- Woman/Female owned
- Male owned

A Section 3 Contractor or Subcontractor is a business concern that is more than fifty-percent (50%) owned by a low or very low-income person, or a business concern that provides economic opportunities to low and very low-income residents. Please check applicable box concerning the ownership of your business:

- Section 3 Business concern
- Non-Section 3 Business concern

The United States Department of Housing and Urban Development (HUD) is authorized to solicit the information requested in this form by virtue of *Title 12, United States Code, Section 1701 et seq.*, and other regulations. It will not be disclosed or released outside of HUD without your consent, except as required or permitted by law.

SECTION 3 SUMMARY REPORT
ECONOMIC OPPORTUNITIES FOR LOW AND VERY LOW-INCOME PERSONS

EXHIBIT PA-5

PROJECT NAME: _____

DATE _____

CONTRACTOR: _____

SUBCONTRACTOR: _____

JOB CATEGORY	NUMBER OF NEW HIRES	NUMBER OF NEW HIRES THAT ARE SECTION 3 RESIDENTS	% OF AGGREGATE NUMBER OF STAFF HOURS OF NEW HIRES THAT ARE SECTION 3	% OF TOTAL STAFF HOURS FOR SECTION 3 EMPLOYEES
PROFESSIONALS				
TECHNICIANS				
OFFICE / CLERICAL				
CONSTRUCTION BY TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
OTHERS				
TOTAL				

NAME OF PERSON COMPLETING FORM: _____

SIGNATURE: _____

Section 3 "New Hires" refers to a person who is not on the Contractor's payroll for employment at the time of Contract award.

Recipients and contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for CDBG-funded projects was directed to low-income and very low-income persons. Low-income persons means families (including single people) whose incomes do not exceed 80% of the area median household income, as established by HUD, with adjustments for family size. Very low-income persons means families (including single people) whose incomes do not exceed 50% of the area median household income, as established by HUD, with adjustments for family size.