

528

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



FROM: Redevelopment Agency

SUBMITTAL DATE:
June 22, 2009

SUBJECT: Rancho Jurupa Sports Park- Engineering Services Agreement

RECOMMENDED MOTION: That the Board of Directors approve and authorize the Chairman to execute the attached Consulting Services Agreement in the amount of \$221,700 with Krieger and Stewart, Inc.

BACKGROUND: On February 26, 2008 the Board approved a Consultant Services Agreement with RHA Landscape Architects to design the Rancho Jurupa Sports Park. During the design phase and in coordination with Rubidoux Community Services District (RCSD) it was determined that due to the recent water shortage, the use of non-potable ground water would be appropriate for the park. In order to facilitate this it was recommended that a new irrigation water well, pumping plant, irrigation water reservoir and irrigation booster station be designed and constructed as part of this project.

Continued

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 221,700	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 SUPERVISORS AGENDA: No

SOURCE OF FUNDS: Jurupa Valley Redevelopment 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:
Serena Chow

County Executive Office Signature

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

Prev. Agn. Ref.: 2-26-08, 4:5

District: 2

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

4.1

RDA-01a-F11
FRM 11 (REV 08/2003)

Reviewed by
 CIP TEAM

 Christopher Hains
 Departmental Concurrence
 FORM APPROVED COUNTY COUNSEL
 BY:
 NEAL R. KIPNIS
 DATE

BACKGROUND: (Continued)

Staff has selected Krieger and Stewart off of the pre-qualified list to design the well and surrounding structures, because they are RCSD's designated engineer and therefore, are most qualified to perform the needed services in a cost effective and timely manner. Staff recommends the Board approve the Consulting Services Agreement with Krieger and Stewart so that staff may proceed with the design of the irrigation water well and associated structures.

RF:TE:GP:BL
S:\RDACOM\DIS2\Jurupa\Rancho Jurupa Sports Park\ RDA F11- Rancho Jurupa Sports Park.doc

1 **CONSULTING AND ENGINEERING SERVICES AGREEMENT**
2 **FOR THE RANCHO JURUPA SPORTS PARK**
3 **IRRIGATION WATER WELL DESIGN**
4 **BY AND BETWEEN**
5 **REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**
6 **AND KRIEGER & STEWART, INC.**

7 This Agreement, is made and entered into this ____ day of _____, 2009, by
8 and between the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
9 a public body corporate politic in the State of California (hereinafter "AGENCY"), an
10 Krieger & Stewart, Inc. (hereinafter "CONSULTANT").

11 **WHEREAS**, AGENCY is a redevelopment Agency duly create,
12 established and authorized to transact business and exercise its powers, all under and
13 pursuant to the provisions of the Community Redevelopment law which is Part 1 of
14 Division 24 of the California Health and Safety Code (commencing with Section 33000
15 et seq.);

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

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

23 **WHEREAS**, the proposed services provided in this Agreement are
24 necessary to construct a new irrigation well, pumping plant, irrigation water storage
25 reservoir, and irrigation booster station which will be used to provide irrigation water for
26 the Rancho Jurupa Sports Park Project. Once completed, the well and property that it
27 will be located on will be owned, operated and maintained by RCSD. RCSD in turn will
28 provide water for the park at a nominal cost and save the Parks District money and
operation and maintenance costs.

1 **WHEREAS**, the AGENCY has selected CONSULTANT to provide
2 services based on their qualifications established through a pre-qualified list
3 established by the AGENCY;

4 **WHEREAS**, CONSULTANT has agreed to provide such services to
5 AGENCY, AND

6 **NOW THEREFORE**, in consideration of the mutual covenants contained
7 herein, the parties hereto agree as follows:

8 1. DESCRIPTION OF SERVICES: CONSULTANT shall provide all services
9 as outlined and specified in Exhibit A, attached hereto and by this reference
10 incorporated herein.

11 1.1 CONSULTANT represents and maintains that it is skilled in the
12 professional calling necessary to perform all services, duties and obligations required
13 by this Agreement to fully and adequately complete the project. CONSULTANT shall
14 perform the services and duties in conformance to and consistent with the standards
15 generally recognized as being employed by professionals in the same discipline in the
16 State of California. CONSULTANT further represents and warrants to the AGENCY
17 that it has all licenses, permits, qualifications and approvals of whatever nature are
18 legally required to practice its profession. CONSULTANT further represents that it shall
19 keep all such licenses and approvals in effect during the term of this Agreement.

20 2. PERIOD OF PERFORMANCE: CONSULTANT shall commence
21 performance upon date of execution of this Agreement and complete performance
22 within 60 days from said date. CONSULTANT will diligently and responsibly pursue
23 the performance of the services required of it by this Agreement through project
24 completion unless the work is altered by written amendment(s) pursuant to Section 12,
25 or terminated as specified in Section 6. All applicable indemnification provisions in this
26 Agreement shall remain in effect following the termination of this Agreement.

27 3. COMPENSATION: The AGENCY shall pay the CONSULTANT for
28 services performed and expenses incurred in accordance with the terms of this

1 Agreement. CONSULTANT shall be paid an amount not to exceed two hundred and
2 twenty one thousand and seven hundred dollars \$221,700. CONSULTANT shall submit
3 invoices to the AGENCY for progress payments based on work completed to date.

4 3.1 Said compensation shall be paid in accordance with an invoice
5 submitted to AGENCY by CONSULTANT within fifteen (15) days from the last day of
6 each calendar month, and AGENCY shall pay the invoice within thirty (30) working
7 days from the date of receipt of the invoice.

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

20 5. INDEMNITY AND HOLD HARMLESS: The CONSULTANT agrees to
21 and shall indemnify and hold harmless the AGENCY, its Districts, Departments and
22 Special Districts, their respective directors, officers, Board of Supervisors, elected and
23 appointed officials, employees, agents and representatives (hereinafter individually and
24 collectively referred to as "Indemnitees") from:

25 A. All liability, including, but not limited to, loss, suits, claims,
26 demands, actions, or proceedings to the extent caused by any alleged or actual
27 negligence, recklessness, willful misconduct, error or omission of
28 CONSULTANT, its directors, officers, partners, employees, agents or

1 representatives or any person or organization for whom CONSULTANT is
2 responsible, arising out of or from the performance of services under this
3 Agreement; and

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

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

13 CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has
14 provided to Indemnitees the appropriate form of dismissal relieving Indemnitees from
15 any liability for the action or claim involved. The specified insurance limits required in
16 this Agreement shall in no way limit or circumscribe CONSULTANT'S obligations to
17 indemnify and hold harmless Indemnitees from third-party claims. In the event there is
18 conflict between this clause and California Civil Code Section 2782, this clause shall be
19 interpreted to comply with Civil Code 2782, this clause shall be interpreted to comply
20 with Civil Code 2782. Such interpretation shall not relieve the CONSULTANT from
21 indemnifying the AGENCY to the fullest extent allowed by law.

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

26 6.1 Workers' Compensation: If CONSULTANT has employees as defined by
27 the State of California, CONSULTANT shall maintain Workers' Compensation
28 Insurance (Coverage A) as prescribed by the laws of the State of California. Policy

1 shall include Employers' Liability (Coverage B) including Occupational Disease with
2 limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to
3 waive subrogation in favor of the AGENCY and County of Riverside; and, if applicable,
4 to provide a Borrowed Servant/Alternate Employer Endorsement.

5 6.2 Commercial General Liability: Commercial General Liability
6 insurance coverage, including but not limited to, premises liability, contractual liability,
7 completed operations, personal and advertising injury covering claims which may arise
8 from or out of CONSULTANT'S performance of its obligations hereunder. Policy shall
9 name the AGENCY, County of Riverside, special districts, their respective directors,
10 officers, Board of Supervisors, elected officials, employees, agents or representatives
11 as an Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per
12 occurrence combined single limit. If such insurance contains a general aggregate limit,
13 it shall apply separately to this agreement or be no less than two (2) times the
14 occurrence limit.

15 6.3 Vehicle Liability: If CONSULTANT'S vehicles or mobile equipment
16 are used in the performance of the obligations under this Agreement, CONSULTANT
17 shall maintain liability insurance for all owned, non-owned or hired vehicles in an
18 amount not less than \$1,000,000 per occurrence combined single limit. If such
19 insurance contains a general aggregate limit, it shall apply separately to this agreement
20 or be no less than two (2) times the occurrence limit. Policy shall name the AGENCY,
21 County of Riverside, special districts, their respective directors, officers, Board of
22 Supervisors, elected officials, employees, agents, or representatives as an Additional
23 Insured.

24 6.4 Professional Liability: CONSULTANT shall maintain Professional
25 Liability Insurance providing coverage for performance of work included within this
26 Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and
27 \$2,000,000 annual aggregate. If CONSULTANT'S Professional Liability Insurance is
28 written on a claims made basis rather than an occurrence basis, such insurance shall

1 continue through the term of this Agreement. Upon termination of this Agreement or
2 the expiration or cancellation of the claims made insurance policy CONSULTANT shall
3 purchase at his sole expense either 1) an Extended Reporting Endorsement (also
4 known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a
5 retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3)
6 demonstrate through Certificates of Insurance that Consultant has maintained
7 continuous coverage with the same or original insurer. Coverage provided under
8 items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of
9 this Agreement.

10 6.5 General Insurance Provisions - All lines:

- 11 a. Any insurance carrier providing insurance coverage hereunder shall be
12 admitted to the State of California and have an A.M. BEST rating of not less
13 than an A: VIII (A: 8) unless such requirements are waived, in writing, by the
14 AGENCY Risk Manager. If the AGENCY'S Risk Manager waives a
15 requirement for a particular insurer such waiver is only valid for that specific
16 insurer and only for one policy term.
- 17 b. The CONSULTANT'S insurance carrier(s) must declare its insurance
18 deductibles or self-insured retentions. If such deductibles or self-insured
19 retentions exceed \$500,000 per occurrence such deductibles and/or
20 retentions shall have the prior written consent of the AGENCY Risk Manager
21 before the commencement of operations under this Agreement. Upon
22 notification of deductibles or self insured retentions which are deemed
23 unacceptable to the AGENCY, at the election of the AGENCY'S Risk
24 Manager, CONSULTANT'S carriers shall either; 1) reduce or eliminate such
25 deductibles or self-insured retentions as respects this Agreement with the
26 AGENCY, or 2) procure a bond which guarantees payment of losses and
27 related investigations, claims administration, defense costs and expenses.
- 28 c. The CONSULTANT shall cause their insurance carrier(s) to furnish the

1 AGENCY with 1) a properly executed original Certificate(s) of Insurance and
2 certified original copies of Endorsements effecting coverage as required
3 herein; or, 2) if requested to do so orally or in writing by the AGENCY Risk
4 Manager, provide original Certified copies of policies including all
5 Endorsements and all attachments thereto, showing such insurance is in full
6 force and effect. Further, said Certificate(s) and policies of insurance shall
7 contain the covenant of the insurance carrier(s) shall provide no less than
8 thirty (30) days written notice be given to the AGENCY prior to any material
9 modification or cancellation of such insurance. In the event of a material
10 modification or cancellation of coverage, this Agreement shall terminate
11 forthwith, unless the AGENCY receives, prior to such effective date, another
12 properly executed original Certificate of Insurance and original copies of
13 endorsements or certified original policies, including all endorsements and
14 attachments thereto evidencing coverages and the insurance required herein
15 is in full force and effect. Individual(s) authorized by the insurance carrier to
16 do so on its behalf shall sign the original endorsements for each policy and
17 the Certificate of Insurance. **CONSULTANT shall not commence**
18 **operations until the AGENCY has been furnished original Certificate (s)**
19 **of Insurance and certified original copies of endorsements or policies**
20 **of insurance including all endorsements and any and all other**
21 **attachments as required in this Section.**

- 22 d. It is understood and agreed by the parties hereto and the CONSULTANT'S
23 insurance company(s), that the Certificate(s) of Insurance and policies shall
24 so covenant and shall be construed as primary insurance, and the
25 AGENCY'S insurance and/or deductibles and/or self-insured retentions or
26 self-insured programs shall not be construed as contributory.
- 27 e. If, during the term of this Agreement or any extension thereof, there is a
28 material change in the scope of services or performance of work the Risk

1 Manager reserves the right to adjust the types of insurance required under
2 this Agreement and the monetary limits of liability for the insurance
3 coverages required herein, if; in the AGENCY Risk Manager's reasonable
4 judgment, the amount or type of insurance carried by the CONSULTANT has
5 become inadequate. Consultant may terminate this Agreement if it deems
6 that any increase in the amount of insurance required herein is
7 unreasonable.

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

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

15 8. AUTHORITY OF CONSULTANT: CONSULTANT and its agents,
16 servants, employees and subcontractors shall act at all times in an independent
17 capacity during the term of this agreement, and shall not act as, and shall not be, nor
18 shall they in any manner be construed to be, agents, officers or employees of
19 AGENCY, and further, CONSULTANT, its agents, servants, employees and
20 subcontractors, shall not in any manner incur or have the power to incur any debt,
21 obligation, or liability against the AGENCY.

22 9. TERMINATION: AGENCY may, by written notice to CONSULTANT,
23 terminate this Agreement in whole or in part at any time, with or without cause. Such
24 termination may be for AGENCY'S convenience or because of CONSULTANT'S failure
25 to perform its duties and obligations under this Agreement including, but not limited to,
26 the failure of CONSULTANT to timely perform Services.

27 9.1 Discontinuance of Services. Upon receipt of written Notice of
28 Termination, CONSULTANT shall discontinue all affected Services within seven (7)

1 days of receipt of the Notice, unless otherwise directed by the Notice, and deliver to the
2 AGENCY all data, estimates, graphs, summaries, reports, and other related materials
3 as may have been prepared or accumulated by CONSULTANT in performance of
4 Services, whether completed or in progress.

5 9.2 Effect of Termination For Convenience. If the termination is to be
6 for the convenience of the AGENCY, the AGENCY shall compensate CONSULTANT
7 for Services satisfactorily provided through the date of termination. Such payment shall
8 include a pro-rated amount of profit, if applicable, but no amount shall be paid for
9 anticipated profit on unperformed Services. CONSULTANT shall provide
10 documentation deemed adequate by AGENCY'S Representative to show the Services
11 actually completed by CONSULTANT prior to the date of termination. This Agreement
12 shall terminate thirty (30) days following receipt by the CONSULTANT of the written
13 Notice of Termination.

14 9.3 Effect of Termination For Cause. If the termination is due to the
15 failure of CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT
16 shall be compensated for those Services which have been completed and accepted by
17 the AGENCY. In such case, the AGENCY may take over the work and prosecute the
18 same to completion by contract or otherwise. Further, CONSULTANT shall be liable to
19 the AGENCY for any reasonable additional costs incurred by the AGENCY to revise
20 work for which the AGENCY has compensated CONSULTANT under this Agreement,
21 but which the AGENCY has determined in its sole discretion needs to be revised in part
22 or whole to complete the Project. Following discontinuance of Services, the AGENCY
23 may arrange for a meeting with CONSULTANT to determine what steps, if any,
24 CONSULTANT can take to adequately fulfill its requirements under this Agreement. In
25 its sole discretion, AGENCY'S Representative may propose an adjustment to the terms
26 and conditions of the Agreement, including the contract price. Such contract
27 adjustments, if accepted in writing by the Parties, shall become binding on
28 CONSULTANT and shall be performed as part of this Agreement. In the event of

1 termination for cause, unless otherwise agreed to in writing by the parties, this
2 Agreement shall terminate seven (7) days following the date the Notice of Termination
3 was mailed to the CONSULTANT. Termination of this Agreement for cause may be
4 considered by the AGENCY in determining whether to enter into future agreements
5 with CONSULTANT.

6 9.4 Cumulative Remedies. The rights and remedies of the parties
7 provided in this Section are in addition to any other rights and remedies provided by
8 law or under this Agreement.

9 10. CONFLICT OF INTEREST: CONSULTANT shall have no interest, and
10 shall not acquire any interest, direct or indirect, which will conflict in any manner or
11 degree with the performance of services required under this Agreement.

12 11. DESIGNATED REPRESENTATIVES: The following individuals are
13 designated as representatives of the AGENCY and CONSULTANT respectively to act
14 as liaison between the parties:

15
16 AGENCY
17 Robert Lucas
18 Project Manager
19 Redevelopment Agency
20 for the County of Riverside
21 1325 Spruce Street, Ste.400
22 Riverside, CA 92507
23 Phone: (951) 955-8916
24 Fax: (951) 955-6686
25 Email:blucas@rivcoeda.org

CONSULTANT
Krieger & Stewart Inc.
3808 University Ave.
Riverside, CA. 92501
951-681-4900
Fax: 951-981-6988

26 Any change in designated representatives shall be promptly reported to the
27 other party in order to ensure proper coordination

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

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

8 14. ALTERATION: No alteration or variation of the terms of this Agreement
9 shall be valid unless made in writing and signed by the parties hereto, and no oral
10 understanding or agreement not incorporated herein shall be binding on any of the
11 parties hereto.

12 15. LICENSE AND CERTIFICATION: CONSULTANT verifies upon
13 execution of this Agreement, possession of a current and valid license in compliance
14 with any local, State, and Federal laws and regulations relative to the scope of services
15 to be performed under Exhibit A, and that services(s) will be performed by properly
16 trained and licensed staff.

17 16. CONFIDENTIALITY: CONSULTANT shall observe all Federal, State and
18 AGENCY regulations concerning confidentiality of records. CONSULTANT shall refer
19 all requests for information to AGENCY.

20 17. WORK PRODUCT: All documents, reports, preliminary findings, or data
21 assembled or compiled by CONSULTANT under this Agreement shall become the
22 property of the AGENCY upon creation. The AGENCY reserves the right to authorize
23 others to use or reproduce such materials. Therefore, such materials shall not be
24 circulated in whole or in part, nor released to the public, without the direct authorization
25 of the AGENCY Director or an authorized designee.

26 18. JURISDICTION, VENUE, ATTORNEY'S FEES: This Agreement is to be
27 construed under the laws of the State of California. The parties agree to the jurisdiction
28 and venue of the appropriate courts in the County of Riverside, State of California.

1 Should action be brought to enforce or interpret the provisions of the Agreement, the
2 prevailing party shall be entitled to attorney's fees in addition to whatever other relief is
3 granted.

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

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

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

18 22. NOTICES: All correspondence and notices required or contemplated by
19 this Agreement shall be delivered to the respective parties at the addresses set forth
20 below and are deemed submitted one (1) day after their deposit in the United States

21 Mail, postage prepaid:

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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

3
4 AGENCY
5 Redevelopment Agency of the
6 County of Riverside
7 PO Box 1180
8 Riverside, CA 92502
9 Attn: Robert Lucas

CONSULTANT
Krieger & Stewart, Inc.
3608 University Ave
Riverside CA 92501
Attn: Chuck Krieger

10 Redevelopment Agency of the
11 County of Riverside

Krieger & Stewart, Inc.

12 By: _____

13 By: _____
14 Chuck Krieger, Corporate Secretary

15
16
17 ATTEST:
18 Kecia Harper-Ihem, Clerk

19
20 By: _____
21 Deputy

22
23 FORM APPROVED COUNTY COUNSEL
24 BY: Neal R. Kipnis DATE 7/6/09

25
26
27 S:\RDACOMDIS2\Jurupa\ Rancho Jurupa Sports Park\Agreement for Water Well.doc

28 Shared\Draft\Agreement-Template-007.doc

KRIEGER & STEWART

ENGINEERING CONSULTANTS
WATER AND WASTEWATER SPECIALISTS

CIVIL ENGINEERING
ENVIRONMENTAL ENGINEERING
FORENSIC ENGINEERING
PUBLIC FINANCE ENGINEERING
WATER RESOURCES ENGINEERING
ENGINEERING APPRAISALS
ENVIRONMENTAL ANALYSES
SPECIAL INVESTIGATIONS
CONTRACT ADMINISTRATION
CONSTRUCTION MANAGEMENT
CONSTRUCTION INSPECTION
CONSTRUCTION SURVEYING
LAND SURVEYING

REDEVELOPMENT AGENCY FOR
THE COUNTY OF RIVERSIDE
1325 SPRUCE STREET, SUITE 400
RIVERSIDE, CALIFORNIA 92507
(951) 955-8916

EXHIBIT "A"

ENGINEERING SERVICES PROPOSAL FOR DESIGN, CONTRACT ADMINISTRATION, AND PROJECT INSPECTION FOR DRILLING AND EQUIPPING OF A NEW IRRIGATION WELL, RESERVOIR, AND BOOSTER STATION

JUNE 2, 2009

Prepared By

KRIEGER & STEWART, INCORPORATED
RIVERSIDE, CALIFORNIA

3802 UNIVERSITY AVE
RIVERSIDE, CA 92501
TEL 951-684-8900
FAX 951-684-6966

DKJ/jcb
000-192P32-PRO

June 2, 2009

000-192.32 A

Redevelopment Agency for the County of Riverside
1325 Spruce Street, Suite 400
Riverside, CA 92507

Attention: Bob Lucas, Senior Development Specialist

Subject: Design, Contract Administration, and Project Inspection Engineering Services Proposal
for Drilling and Equipping of a New Irrigation Well, Reservoir, and Booster Station

Dear Mr. Lucas:

We appreciate the opportunity to submit our proposal for subject project. Our proposal is divided into the following sections:

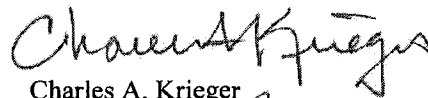
- I. Project Understanding and Approach
- II. Scope of Services
- III. Estimated Fee and Schedule

Krieger & Stewart has no conflict of interest (personal or organizational) pertaining to this project. Krieger & Stewart maintains excess liability insurance with coverage of \$5,000,000, general and professional insurance with coverage of \$2,000,000 under each policy, automobile and employer's liability insurance with coverage of \$1,000,000 under each policy, and worker's compensation with coverage based on the statutory limit.

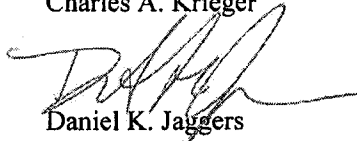
Again, we are pleased to be considered to provide Design, Contract Administration, and Project Inspection Engineering Services to the Redevelopment Agency for the County of Riverside, and are available to discuss our proposal with you at your convenience.

Sincerely,

KRIEGER & STEWART



Charles A. Krieger



Daniel K. Jagers

DKJ/jcb
000-192P32-PRO

Enclosures: Proposal (3 Copies)
Table 1 - Estimated Fees for Engineering Services
2008/2009 Fee Schedule

**SECTION I
PROJECT UNDERSTANDING AND APPROACH**

We understand that the purpose of the project is to construct a new irrigation well, well pumping plant, irrigation water storage reservoir, and irrigation booster station which will be used to provide irrigation water for a proposed sports park facility within the Community of Rubidoux. The sports park facility is a Redevelopment Agency for the County of Riverside (Agency) project currently being designed by RHA Landscape Architects-Planners, Inc. (RHA).

Engineering services required by the Agency for construction of the new irrigation well consist of: preparation of environmental documents (including CEQA documents and Department of Public Health documents, as required); preparation of contract documents for construction of the new well and pumping plant (including well discharge pipeline, onsite pump-to-waste facilities, irrigation water storage reservoir, and offsite two-pump irrigation booster system located on the park property); Southern California Edison (SCE) electrical service coordination; services during the bidding process; and construction engineering services (submittals review, construction inspection, contract administration, and field testing) during construction of the well, well pumping facilities, storage reservoir, and irrigation booster station.

It is our understanding that the proposed well site location is adjacent to Flabob Airport and the proposed sports park facility. Therefore, in our proposal, we have included provisions for a supply pipeline connecting the storage reservoir at the well/reservoir site to the irrigation booster station site (assumed to be no more than 200 feet away). It is our understanding that the pipeline will reside within the well site and/or the park site and that no additional easements or rights-of-way will be required.

We also understand that the new well will be constructed as part of the proposed sports park facilities improvements and that, once constructed, will be conveyed to Rubidoux Community Services District (RCSD) for ownership (including operations and maintenance).

We anticipate that environmental analyses will indicate that the project can be approved on the basis of the adoption of a Mitigated Negative Declaration, and do not anticipate that an Environmental Impact Report will be required. Our proposal is based on the assumption that the project will require only a Mitigated Negative Declaration.

We understand that the new well is to be used for irrigation purposes, and as a minimum is to be constructed to irrigation well standards as set forth in the California Department of Water Resources Water Well Standards. We recommend that considerations be given to constructing to drinking water well standards, so that the well could be converted to use as a drinking water well if deemed necessary in the future. Although, we recognize that the nitrate levels are high in the local area wells and that some additional treatment would be required to achieve drinking water quality.

**SECTION II
SCOPE OF SERVICES**

Krieger & Stewart will provide the services outlined below to complete all necessary engineering related to designing and constructing the well, well pumping plant, storage reservoir, and irrigation booster station with associated supply pipeline. Section I discusses the main project components and issues and demonstrates our understanding of the project.

We have organized our scope of services as follows:

- A. Preliminary Services
- B. Design and Construction Engineering Services

Specific engineering services are discussed in detail in the following subsections.

A. PRELIMINARY SERVICES

Our preliminary services will be focused on identifying a specific well location on the pre-selected well site parcel that will provide RCSD with an optimum orientation of the well for operations and maintenance. Our evaluation and recommendations will be transmitted for review and approval by the Agency and RCSD. We propose to organize our preliminary services into the following components:

1. Initial Meeting with the Agency, RHA, and RCSD Staff

We will meet with the Agency, RHA, and RCSD staff to discuss the proposed project prior to commencing our services and to obtain all pertinent information that the Agency and RCSD may have available (that Krieger & Stewart does not already have), specifically including: operational records and pumping data for existing wells; data regarding required irrigation system operating pressures and flow rates necessary for use in performing hydraulic analyses, and records indicating current and historic pumping water levels and water quality. We will also review our schedule, approach to evaluating project alternatives, and approach to preparing the contract documents during this meeting.

2. Well Siting (Orientation) and Preliminary Design Memorandum

We will consider alternative site layouts and facilities components to provide the Agency and RCSD with optional well site and booster station orientations. The evaluation will include specific well construction recommendations, such as well design (e.g. well depth, casing and screen types and dimensions, gravel pack type), pumping plant design (e.g. pumping unit design, number of pumping units, and motor horsepower), and related considerations. Please note that all of these recommendations will be preliminary, and will have to be confirmed before any facilities are constructed.

We will prepare and submit a Well Siting (Orientation) and Preliminary Design Memorandum to the Agency, RHA, and RCSD for review and approval prior to commencing project design.

3. Environmental Documents

It is our understanding that the CEQA process will be required. The CEQA process will consist of the preparation of an Initial Study and Mitigated Negative Declaration assumed for the purposes of this proposal regarding the potential environmental impacts that may result from the construction and operation of the project. We will prepare the Initial Study in compliance with the requirements of CEQA on behalf of the Agency.

a. Draft Initial Study and Mitigated Negative Declaration

Once the well, storage reservoir, and irrigation booster station locations have been finalized, we will, if necessary, arrange for the performance of biological and cultural resources assessments by subcontractors. Costs for such studies have been included in the fee proposal for this project. Upon completion of said studies (if any), we will complete the draft Initial Study, Mitigated Negative Declaration, and Mitigation Monitoring Program.

b. Review Meeting with Agency Staff

Once the draft Initial Study has been completed, we will submit three copies to Agency staff for review. We will meet with Agency staff to review the draft Initial Study.

c. Final Initial Study and Draft Mitigated Negative Declaration

Once we have received Agency staff comments on the draft Initial Study, we will prepare the necessary revisions and additions and will incorporate same into the final Initial Study. The Initial Study will be then placed into final format and will include the text and all anticipated exhibits, copies of the biological and cultural resource assessments, if any, and a Draft Mitigated Negative Declaration and Mitigation Monitoring Program, which will be attached as appendices.

d. Notice of Intent and Notice of Completion

We will prepare a Notice of Intent to Adopt a Negative Declaration for Agency staff's use in providing legal notice to the public of the Agency's intention to consider the adoption of a Mitigated Negative Declaration regarding the proposed project. We will also prepare a Notice of Completion for submittal of the CEQA documents to the State Clearing House.

e. Public Comments

We will assist Agency staff in making the necessary public notifications and submissions required by CEQA for public comment. We will also assist Agency staff in assembling comments received for Board of Supervisors' review, and in preparing responses to comments.

f. Attendance at Public Hearing

If requested by Agency staff, we will attend and assist staff at the Board of Supervisors meeting during which Agency staff presents the Initial Study and makes the recommendation for Mitigated Negative Declaration.

g. Filing of Notice of Determination

Upon adoption of the Mitigated Negative Declaration, we will assist Agency staff in filing the Notice of Determination with the County Clerk.

B. DESIGN AND CONSTRUCTION ENGINEERING SERVICES

1. Hydraulic Analyses

Using information obtained from Agency and RHA staff, we will perform hydraulic analyses for the well pumping plant, storage reservoir, booster station supply pipeline, and the irrigation booster station facilities to ensure that the system performance criteria (flow rate and head) required at the point of connection to the park irrigation system is met.

2. Pumping Units and Motors Selection

To ensure that the well pumping plant and irrigation booster station provides the most efficient operation, we will establish pumping unit performance characteristics based on the well's anticipated sustainable yield and the aforementioned hydraulic analyses of the proposed well and irrigation system components. Based on the results of the hydraulic analyses, we will specify at least three operating conditions (including capacity, head, and efficiency) for the well pump and irrigation boosters which the pump suppliers must satisfy. The contract documents will also contain provisions for modification of the well pumping unit based upon actual (as-constructed) well information.

3. Design Survey

We will use aerial photogrammetry provided by Agency and RHA staff (acquired for the park project) for preparation of the base construction drawings for well project site and associated booster station. We will perform a field topographic survey to confirm local area elevations and features at the well site and booster station site.

4. Geotechnical Soils Investigation

We anticipate that a geotechnical report has been prepared for design of the sports park facility. We propose to include said report in the construction documents.

5. Contract Documents Preparation

The contract documents for the well, well pumping plant, irrigation water storage reservoir, irrigation booster supply pipeline, and irrigation booster station will consist of bid sheets, basic specifications, detailed technical specifications, standard drawings, specific project requirements, and available record information (well logs) for other wells in the area which will assist bidders in assessing likely formations, and a detailed sketch of the well's profile and site plan.

The bid sheets will include multiple bid schedules for each component of work including: well drilling, well pumping plant, irrigation water storage reservoir, and irrigation booster station and associated supply pipeline. Bid schedule(s) will include the base bid items and may also include a bid schedule for additive/deductive items and/or another for substitutive items, depending upon the potential changes in construction limits and materials.

For the well, well pumping plant, irrigation water storage reservoir, and irrigation booster station our design engineering services will include preparation of one complete set of construction documents which will include: well construction documents together with well pumping plant, irrigation water storage reservoir, irrigation booster station supply pipeline, and irrigation booster station mechanical and electrical construction drawings and specifications, and selection of equipment. Final pumping unit characteristics for the well will be determined after the hydraulic analyses and well testing have been completed.

The technical specifications related to the well construction will address: drilling methods and speed for the pilot bore and reaming pass(es), conductor casing and sanitary seal materials and construction, well casing and well screen materials and construction, gravel pack cleaning and placement, well development methodology(ies) and requirements, well pumping test methodologies and performance requirements, and well disinfection requirements.

The specific project requirements and available record information will address: working hours, availability and location of construction water, disposal of well development and test pumping water, noise control requirements, and well logs for nearby water wells (together with a map of their locations) to assist bidders in evaluating likely formations to be encountered, and specific equipment and materials specifications for all project components.

The contract documents will include the following construction drawings:

a. Cover Sheet

The cover sheet will include project title, vicinity map, location map, general notes, and index to sheets.

b. Construction and Material Notes

The construction and material notes will address permits, construction sequence, utilities, the well pumping units, irrigation water storage reservoir, booster station pumping units, electrical equipment, instrumentation and controls, pipeline materials, construction tolerances, excavation, bedding, backfill, trench compaction, site grading, and work site restoration requirements.

c. Site/Grading Plans

The site/grading plans for the project and booster station sites will be prepared on 10 or 20 scale (as appropriate) topographic base drawings and will show existing contours (at one foot intervals), existing physical features, existing and proposed improvements, site grading, dimensions and elevations, fencing, access roads, discharge and pump-to-waste piping and waste receiving pit, and earthwork quantities.

d. Booster Station Supply Pipeline Plan Sheet

The booster station supply pipeline drawing will include a plan sheet (20 scale) for the booster station supply pipeline.

The plan of the pipeline drawing will show existing and proposed improvements and utilities, centerline control, street and right-of-way dimensions, proposed pipeline location, and pipeline appurtenances.

e. Mechanical Detail Sheets

The mechanical detail sheets will show the well pumping plant facilities, storage reservoir facilities, and irrigation booster station facilities as well as well head details, concrete pedestal details, booster station foundation details, and mechanical plan and profile details for the aboveground site piping at the well and booster station sites.

f. Electrical Plans

The electrical plans will show the location of electrical components for the well and booster station, including SCE transformer, motor control equipment, electrical conduits and conductors, and details.

g. Electrical Diagrams and Details

The electrical diagram and details sheet will show single line diagrams, control ladder diagrams, and details for the electrical service, motor control equipment, and grounding system.

h. Telemetry Diagrams and Details

The telemetry diagram and details sheet will show a power distribution diagram, telemetry panel details, terminal block layouts, and wiring diagrams.

We will submit three sets of the contract documents to Agency and RCSD staff for a formal review at the 50% and 90% completion stages, after which we will schedule a review meeting (if necessary). After the 50% and 90% review, we will revise the documents as necessary. Upon completion of the documents, we will provide 20 sets of the final documents, accompanied by an engineer's cost estimate for the well's construction.

6. Utility Service Coordination

We will coordinate with SCE early on for the requirements for electric service. We will prepare the electrical single line diagram as soon as the well and irrigation booster station pumping unit selections are complete. After the pumping unit horsepower and site layout are confirmed, we will provide preliminary plans and information as required for use in the application for and coordination of site electrical service with Southern California Edison. It is our understanding that the Agency will pay all associated fees in obtaining the new electrical service. The construction contractor will be required to install onsite conduits, transformer slab box, and electrical service panel, as well as other electrical equipment.

7. Bidding Phase Support

During the bidding period, we will provide clarifications of the contract documents, and will prepare addenda (if necessary) for distribution. We will assist Agency staff with their review of each submitted bid to determine whether or not it is responsive. For the apparent low bidder, we will check the references supplied. Following our review of the bids, we will prepare a recommendation of award memo for Agency staff which will summarize the bids received and the results of the reference checks, and will recommend contract award.

8. Well Construction Phase Engineering and Screen/Gravel Pack Design

Our services during this construction phase will consist of: conducting the preconstruction meeting; providing construction inspection; preparing well casing (blank and screen) and gravel pack design; reviewing and approving the contractor's materials submittals (well casing, well screen, and gravel pack); and providing all contract administration (e.g. partial payment requests and correspondence with the contractor).

The primary components of our proposed well construction phase engineering services are as follows:

- a. Preconstruction Conference
- b. Contract Administration
- c. Conductor Casing and Sanitary Seal Construction
- d. Pilot Bore Construction
- e. Geophysical Logs and Formation Analysis
- f. Well Design and Materials Specifications/Submittals Review
- g. Well Construction
- h. Mechanical Well Development
- i. Pumping/Surging Well Development
- j. Test Pumping
- k. Site Cleanup/Well Disinfection and Video/Alignment/Plumbness Surveys

Engineering services provided during each of these components are discussed in the following paragraphs:

a. Preconstruction Conference

We will attend a preconstruction conference with Agency staff and the contractor, during which both parties will discuss project specific requirements, sequence of work, methodologies, working hours, responsibilities, and related matters. We will be prepared to respond to questions from the contractor regarding the contract documents. We will prepare meeting minutes for distribution.

b. Contract Administration

Throughout the course of construction, we will make advisories (to the contractor) and/or respond to inquiries (from the contractor) regarding the contract documents in order to ensure that all facilities are constructed in compliance with same (including compliance with prevailing wage, safety, and equal opportunity requirements applicable to the project's contractor). Our construction administration activities will include site visits, progress reviews to ensure that the project is proceeding according to schedule, progress reviews with Agency staff, and related services. Furthermore, we will review payment

requests (including review of the requested amounts with the project inspector) prior to forwarding them to Agency staff for payment.

Through telephone conferences, meetings, and presentations, our project manager will keep Agency staff informed of project progress, problems that have occurred during construction, and any changes in work. We will ensure that telephone numbers for normal working hours, evenings, and weekends for our staff, contractor, utilities, and emergency services are provided to all concerned parties.

We will review any requests for contract change orders received from the contractor to determine if said requests are warranted. If a change order request is not warranted, we will reject same in writing and prior to sending rejection letters to the contractor, we will review same with Agency staff. If a change order request appears justified, we will evaluate proposed costs and make a recommendation to Agency staff regarding preparation and processing of a contract change order.

c. Conductor Casing and Sanitary Seal Construction

The contractor will install the conductor casing and sanitary seal to meet Riverside County and California Department of Water Resources requirements. We will provide full-time inspection during the first day of well construction to ensure that the equipment delivered to the site meets specifications and is adequate for the work, and will then provide part-time inspection as required to ensure that the casing and seal dimensions and materials, together with the installation method, meet the requirements.

d. Pilot Bore Construction

Once the contractor starts drilling the pilot bore, he will be required to work 24 hours per day until the pilot bore is completed, and we will provide continuous inspection throughout. Our hydrologic technician will collect formation samples at ten-foot intervals and at changes in the formation, and will regularly test the drilling fluid to ensure correct properties are maintained; drilling fluid characteristics have to remain within a narrow range to prevent both well collapse and damage of the aquifer. We will analyze the formation samples in the field for appearance and composition. In addition, our hydrologic technician will maintain detailed logs of drilling operations (drilling speed, type of bit used, rig response to changes in formation), which will also be used in evaluating formation characteristics.

e. Geophysical Logs and Formation Analysis

After we have collected and analyzed the formation samples in the field, we will deliver them to our lab where they will be dried and subjected to a sieve analysis

to determine gradation. Once the contractor completes the pilot bore, an independent party (paid for by the contractor) will provide geophysical (electric) logs of the entire pilot bore; we will be present during the electric logging of the bore hole. The results of the logs in combination with the formation samples will assist us in identifying the most appropriate locations for screened intervals.

f. Well Design and Materials Specifications/Submittals Review

Once the gradation of all the samples is complete, we will determine the type, size, and location of the well casing perforations or screen and the required gradation for the gravel pack. Our goal is to select a combination of well perforations (or screens) and gravel pack that will maximize well production and minimize sand production. In addition, we will select the well perforations (or screen) and gravel as quickly as possible to allow the contractor to obtain the materials before the pilot bore is reamed.

We will prepare a well casing and gravel pack memorandum which clearly sets forth the required casing, screen, and gravel pack (including specific gradation) in both text and graphic form. We will distribute copies to Agency staff and the contractor immediately after we complete design in order to eliminate any potential misunderstandings in the field or between the various offices.

We will thereafter review the contractor's materials submittals to ensure that they meet specifications set forth in the contract documents and design memorandum (blank casing, screened casing, gravel pack, sounding tubes, etc.).

g. Well Construction

As specified, we will provide part-time services during the reaming of the pilot bore to the specified diameter.

Once the well screen is delivered to the site, we will measure it to ensure that the perforations or screen are the correct size. Once the gravel pack is delivered to the site, we will perform a sieve analysis to ensure that the gravel meets the applicable specifications.

Once the contractor starts to install the well casing, well screen, and gravel pack, we will provide continuous inspection. Inspection is required to ensure that the well screen and well casing are properly disinfected, the well screen is placed at the correct elevations, the sections of well screen and well casing are correctly welded together, and the gravel pack is installed correctly to both prevent damaging the well bore and prevent bridging. In addition, we will ensure that the specified sounding tube(s) is installed at the correct elevation and orientation.

During well construction, we will prepare an as-built drawing that reflects the well as actually constructed (if different from the above described well casing and gravel pack memorandum), and will compare same with the well specifications to determine any variations or field modifications; any such variations will be called out on the as-built drawing.

h. Mechanical Well Development

Well development by surging usually requires about 24 hours on a well 300 feet deep. We will provide continuous inspection during well development to ensure that the contractor is surging the well properly. Our inspector will regularly measure gravel pack movement together with sediment, silt, sand, and debris removed from the well. We will use the recorded measurements to determine when mechanical development is complete.

i. Pumping/Surging Well Development

Once development by surging is completed, the contractor will install a test pump and will develop the well by pumping and surging, which usually requires about 24 hours on a well 300 feet deep. We will provide periodic observation during pumping development to ensure that the contractor is operating the pumping unit in accordance with specified procedures (e.g. time of pumping, discharge rate, surge interval). Our inspector regularly measures sand production and turbidity following each surge of the well, together with pumping water levels to determine changes in specific capacity. We use the recorded measurements to determine when pumping development is complete.

j. Test Pumping

Following development, the contractor will perform a step-drawdown test for a minimum of eight (8) hours and will then perform a constant rate aquifer test for a minimum of 24 hours. We will provide continuous observation during test pumping operations to ensure that the test pump is properly disinfected and to measure water production, drawdown, and sand production. We will evaluate the results of these tests to determine the sustainable pumping rate of the well, which we will then use to make recommendations regarding permanent pump setting and production capacity. Test results will also be used to establish pumping unit performance characteristics as needed for confirmation of the pumping plant design criteria, and to approximate aquifer behavior during operation of the well.

k. Site Cleanup/Well Disinfection and Video/Alignment/Plumbness Surveys

We will provide inspection during well disinfection to ensure that chlorine is applied at the proper concentration, that it is applied properly to the well and surged, and that the well is dechlorinated before being pumped to waste. Our

inspector will also ensure that all trash is removed from the site and that the site is restored to preconstruction conditions. We will not recommend the Agency accept the work until acceptable bacteriological test results have been received and site is in acceptable condition.

Once the disinfection has been accepted, we will provide observation during the well video and alignment/plumbness surveys to ensure that the well is absent of any foreign material and that it meets required alignment and plumbness criteria (note that some contractors prefer to perform alignment and plumbness surveys immediately after gravel pack consolidation – either is acceptable). Following completion of the surveys, we will ensure that the contractor completes the above ground facilities in accordance with the specifications.

9. Well Pumping Plant, Storage Reservoir, Supply Pipeline, and Irrigation Booster Station Construction Phase Engineering

Our services during this construction phase will consist of conducting a second preconstruction conference for the remaining project components related to construction of "all remaining above ground project components", reviewing contractor's submittals, performing construction staking, providing construction inspection, providing record drawings, and providing all contract administration.

The primary components of our proposed construction engineering services are as follows:

- a. Preconstruction Conference
- b. Submittals Review
- c. Construction Staking
- d. Contract Administration
- e. Construction Inspection
- f. Final Inspection and Pumping Plant Startup and Acceptance
- g. Operations and Maintenance Manuals
- h. Records Drawings

Engineering services provided during each of these components are discussed in the following paragraphs:

a. Preconstruction Conference

We will attend a second preconstruction conference with Agency staff and the contractor, during which the parties will discuss project specific requirements, sequence of work, methodologies, working hours, responsibilities, and related matters. We will be prepared to respond to questions from the contractor regarding the contract documents. We will prepare meeting minutes for distribution.

b. Submittals Review

Our project manager will review and approve the materials submittals. We expect submittal documents to be received for pumping equipment, storage reservoir, supply pipeline, electrical equipment, instrumentation and controls, structural materials, pipeline materials, appurtenances (e.g. control valves and vacuum/air release valves), asphalt concrete, and Portland cement concrete. Once the submittals have been reviewed and approved, they will be signed, dated, and sent to the contractor.

c. Construction Staking

We will provide construction staking for horizontal and vertical control of the well pumping plant foundations, storage reservoir foundation, irrigation booster station foundations, and supply pipeline. Our survey crew will set the construction stakes at an offset distance determined by the contractor. In addition, we will reference any monuments that may be disturbed during construction to existing permanent facilities to facilitate their replacement. We will place construction stake information on the grade sheets and mark it in the field, and will then deliver copies of the grade sheets to Agency staff and the contractor. Our proposal is based on the assumption that this work can be completed in no more than three (3) separate trips.

d. Contract Administration

Throughout the course of construction, we will make advisories (to the contractor) and/or respond to inquiries (from the contractor) regarding the contract documents in order to ensure that all facilities are constructed in compliance with same (including compliance with prevailing wage, safety, and equal opportunity requirements applicable to the project's contractor). Our construction administration activities will include site visits, progress reviews to ensure that the project is proceeding according to schedule, progress reviews with Agency staff, and related services. Furthermore, we will review payment requests (including review of the requested amounts with the project inspector) prior to forwarding them to Agency staff for payment.

Through telephone conferences, meetings, and presentations, our project manager will keep Agency staff informed of project progress, problems that have occurred during construction, and any changes in work. We will ensure that telephone numbers for normal working hours, evenings, and weekends for our staff, contractor, utilities, and emergency services are provided to all concerned parties.

We will review any requests for contract change orders received from the contractor to determine if said requests are warranted. If a change order request is not warranted, we will reject same in writing; prior to sending rejection letters

to the contractor, we will review same with Agency staff. If a change order request appears justified, we will evaluate proposed costs and make a recommendation to Agency staff regarding preparation and processing of a contract change order.

e. Construction Inspection

Construction inspection will be provided on an as-needed basis as construction activity warrants. We have found that full time inspection is not usually required for this type of work. We will inspect all materials and all installation for compliance with the contract documents.

Our construction inspectors understand that their role is to ensure that the project is constructed in accordance with the contract documents and that the contractor is not allowed to deviate from the contract documents or the approved submittals. In addition, our inspectors understand that they are to inspect the construction of the project, and that they are not to direct or supervise any activities of the contractor's operation, including the contractor's safety program. Our construction inspector will communicate only with the contractor's authorized superintendent and will not communicate with others, including subcontractors. If there are any questions from the contractor or if the contractor is not proceeding in accordance with the contract documents, our construction inspector will advise our project engineer who will resolve said questions and/or take appropriate actions as required. We will advise Agency staff on a regular basis of any problems and their resolutions.

For each day that our construction inspector is onsite, he will prepare a daily field report which will document that day's project activity, including location of the activity, number of workers present, inspector(s) present, weather conditions, construction progress, any defects noted, corrective actions ordered and/or taken, job site visitors, and test/acceptance activities and results. The field reports will be provided to our project engineer, who will review same to ensure that the facility is being constructed as specified by the contract documents; the daily field reports will also be provided to Agency staff for review. In addition to our daily field reports, we will provide photographic documentation of the progress of the project.

Our project team will maintain a complete and orderly set of records both at the job site and in our office; records to be maintained will include daily field reports, correspondence, memorandum records from job conferences, approved shop drawings and submittals, project reports, and all other project-related documents. We will also maintain a complete set of updated contract documents, including change orders, addenda, field orders, payment requests, and related information. In addition, we will ensure that a complete set of construction drawings is available at all times, upon which we will note all deviations to ensure that an accurate set of record (as-built) drawings can be

prepared at project completion. Finally, we will keep a record of the names, addresses, and telephone numbers of the contractor, subcontractor(s), and materials and equipment suppliers.

f. Final Inspection and Pumping Plant Startup and Acceptance

Prior to recommending that the Agency accept the project, we will provide a comprehensive final evaluation of the facilities in order to ensure that they are delivered to the Agency as specified in the contract documents. The contractor will be required to provide startup of all equipment and components, including adjustments and calibrations; equipment suppliers will be required to assist in said startup. Using the equipment operation and maintenance manuals, the various equipment suppliers will be required to provide Agency operations staff with sufficient instruction to enable them to operate and maintain the facilities once the RCSD accepts same and assumes responsibility for their operation.

Members of our project team will attend the startup, and will assist the Agency and RCSD staff in verifying that all equipment and appurtenances are functioning as specified in the contract documents. We will provide and operate all testing equipment. Once proper plant operation is verified, we will provide the Agency with a written recommendation that the facility be accepted. The contract documents will require that the contractor provide the Agency with a one year warranty regarding materials and workmanship.

g. Operations and Maintenance Manuals

We will perform a detailed review of all operations and maintenance manuals provided by the contractor and equipment suppliers to ensure that they include all of the information necessary for successful plant operation.

h. Record Drawings

Once the project has been completed, we will provide the Agency with a complete set of signed and stamped record drawings which will reflect the improvements as constructed; any changes made during project construction will be shown on the record drawings. The record drawings will be based upon data furnished by the contractor and upon our field reports.

SECTION III
ESTIMATED FEE AND SCHEDULE

Our estimated fees for providing the services described herein are indicated on Table 1. As shown therein, we proposed to provide all of the services included in our scope of services for an estimated fee of \$221,700. The fees set forth on the attached Table 1 are estimated and may change based on clarifications or revisions to the project scope (including phasing construction and/or modifying the project scope). The estimated fees may also change based on project implementation schedule as our fee schedule is periodically adjusted to accommodate increases in operating costs (typically every July 1). A copy of our 2008/2009 Fee Schedule is also attached, and our fee estimate is based on the rates specified therein.

Our fee estimates are based on our experience with similar projects; however, our actual fee for construction engineering services will depend on the depth of the well, and upon the speed with which the contractor drills the well and places the casing, screen, and gravel pack. Our estimated fee for construction engineering and screen/gravel pack design services is based on the construction of an approximately 300-foot deep well, and on the assumption that there will be no significant unforeseen circumstances.

Please note that our fee estimate is predicated on certain understandings regarding construction of the well, well pumping plant, irrigation water storage reservoir, and supply pipeline, including:

A. PRELIMINARY SERVICES

1. Biological and Cultural Resources Studies will be necessary to prepare the Initial Study for the proposed project.
2. A Negative Declaration (perhaps a Mitigated Negative Declaration) will be the appropriate form of environmental document for the proposed project.
3. The Agency will pay all environmental document filing fees and permit application fees.

B. DESIGN AND CONSTRUCTION ENGINEERING SERVICES

1. Agency staff will assume responsibility for all negotiations and discussions regarding the proposed project with potentially affected entities, and we will not have to prepare exhibits or right-of-way documents necessary for acquisition of properties and/or grants of easement (including legal descriptions, plats, property purchase agreements, or condemnation proceedings).
2. The Agency will pay all plan check fees.
3. The Agency will pay all permit fees.

4. Potholing: Neither excavation nor exposures (potholing) of existing utility and point-of-connection locations will be required. All facilities are new, located wholly within the project site, and do not cross existing utilities.
5. The wells and reservoir will include a supply pipeline that will be located within the project site and will run northerly and easterly to the new irrigation booster station site; said pipeline will be no larger than 200 linear feet (approximate distance from the well site to the booster station site).
6. The Agency and/or RHA will specify the location of the irrigation booster station site.
7. Work will be performed under one contractor for all construction activities.
8. The well will be drilled to a depth of approximately 300 feet.
9. We assume that no Regional Water Quality Control Board permit will be required and that the well contractor will construct an onsite temporary pond to retain and percolate well development and test waters.
10. Construction of the well will be completed within nine (9) weeks.
11. Contract administration (project manager) for the well will require a maximum of ten (10) hours per week.
12. Construction observation for the well will require full-time inspection (and/or hydrologic technician observation) of: conductor casing/sanitary seal installation (8 hours); pilot bore construction (60 hours for the 300-foot deep well at 10 feet/hour); geophysical logging (8 hours); casing and gravel pack installation (20 hours); mechanical well development (24 hours); test pumping (36 hours); and video and alignment plumbness surveys (10 hours). Construction observation will also require part-time inspection of the reaming pass (6 hours) and pumping/surging development (24 hours). Final inspection will require a maximum of eight (8) hours. Estimated hydrologic technician's fees include anticipated travel time (i.e., one-half hour each way, each trip.)

Construction inspection overtime estimates given are based on overtime performed during weekdays. Overtime performed on weekends and holidays, if any, will be billed as shown on the attached Fee Schedule, and we will expect that the fee estimate and our compensation be adjusted for such overtime work. State prevailing wage law stipulates minimum standard time and overtime wage rates for construction inspection services. Construction inspectors receiving prevailing wages in accordance with State law do not receive payment for travel time.

13. Construction of the proposed well pumping plant, storage reservoir, and irrigation booster station improvements will be completed within fourteen (14) weeks (three months).

14. No building will be required for the project.
15. Contract administration (project manager) for the above ground facilities will require an average of twelve (12) hours per week for the fourteen (14) week construction period.
16. Construction observation for the above ground facilities will require an average of forty (40) hours per week for the fourteen (14) week construction period.

For our construction engineering services, our fee estimates are based on our experience with similar projects; however, our actual fee for construction engineering services will depend on the efficiency, competence, and diligence of the contractor.

TABLE 1
REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
DESIGN, CONTRACT ADMINISTRATION, AND PROJECT INSPECTION FOR
DRILLING AND EQUIPPING OF A NEW IRRIGATION WELL, RESERVOIR, AND BOOSTER STATION
ESTIMATED FEES FOR ENGINEERING SERVICES

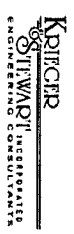
COMPONENT	PRINCIPAL IN CHARGE (1)		SENIOR ENGINEER (2)		ASSOCIATE ENGINEER (3)		HYDROLOGIC TECHNICIAN (4)		CADD SERVICES (5)		CLERICAL (6)		SURVEY 2-MAN CREW (7)		CONSTRUCTION INSPECTION (8)		OUTSIDE SERVICES		TOTAL
	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	
PRELIMINARY SERVICES																			
1. INITIAL MEETING WITH AGENCY, RHA, AND RCSD STAFF	2	346	4	616							2	152							1,114
2. WELL SITING (ORIENTATION) AND PRELIMINARY DESIGN MEMORANDUM	2	346	4	616	16	2,224			8	888	2	152							4,226
3. ENVIRONMENTAL DOCUMENTS	12	2,076	32	4,928	48	6,672			20	2,220	48	3,648						11,500 (8)	31,044
DESIGN AND CONSTRUCTION ENGINEERING SERVICES																			
1. HYDRAULIC ANALYSES	2	346	8	1,232	8	1,112					4	304							2,994
2. PUMPING UNITS AND MOTORS SELECTION	2	346	8	1,232	8	1,112					4	304							2,994
3. DESIGN SURVEY			12	1,848	16	2,224			8	888			8	2,360					7,320
4. GEOTECHNICAL SOILS INVESTIGATION	2	346	8	1,232															1,578
5. CONTRACT DOCUMENTS PREPARATION	12	2,076	80	12,320	80	11,120			120	13,320	80	6,080							44,916
6. UTILITY SERVICE COORDINATION			2	308							8	608							916
7. BIDDING PHASE SUPPORT	2	346	40	6,160							16	1,216							7,722
8. WELL CONSTRUCTION PHASE ENGINEERING AND SCREEN/GRAVEL PACK DESIGN																			
a. PRECONSTRUCTION CONFERENCE	2	346	4	616	2	278					2	152							1,392
b. CONTRACT ADMINISTRATION	8	1,384	8	1,232	40	5,560					24	1,824							10,000
c. CONDUCTOR CASING AND SANITARY SEAL CONSTRUCTION	1	173	2	308	4	556									8	600			1,637
d. PILOT BORE CONSTRUCTION	2	346	4	616	4	556													6,078
e. GEOPHYSICAL LOGS AND FORMATION ANALYSIS	2	346	12	1,848	32	4,448	24	1,824											8,466
f. WELL DESIGN AND MATERIALS SPECIFICATIONS/SUBMITTALS REVIEW	2	346	8	1,232	12	1,658													3,246
g. WELL CONSTRUCTION	2	346	8	1,232	40	5,560									20	1,500			8,638
h. MECHANICAL WELL DEVELOPMENT			2	308	2	278	12	912							24	1,800			3,298
i. PUMPING/SURGING WELL DEVELOPMENT	2	346	4	616	2	278	24	1,824							24	1,800			4,864
j. TEST PUMPING	2	346	8	1,232	8	1,112	48	3,648							36	2,700			9,038
k. SITE CLEANUP/WELL DISINFECTION AND VIDEO/ALIGNMENT/ PLUMBNESS SURVEYS			2	308	4	556	4	304							10	750			1,916



TABLE 1
 REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
 DESIGN, CONTRACT ADMINISTRATION, AND PROJECT INSPECTION FOR
 DRILLING AND EQUIPPING OF A NEW IRRIGATION WELL, RESERVOIR, AND BOOSTER STATION
 ESTIMATED FEES FOR ENGINEERING SERVICES

COMPONENT	PRINCIPAL IN CHARGE (1) HOURS	\$	SENIOR ENGINEER (2) HOURS	\$	ASSOCIATE ENGINEER (3) HOURS	\$	HYDROLOGIC TECHNICIAN (4) HOURS	\$	CADD SERVICES (5) HOURS	\$	CLERICAL (6) HOURS	\$	SURVEY 2-MAN CREW (7) HOURS	\$	CONSTRUCTION INSPECTION (8) HOURS	\$	OUTSIDE SERVICES \$	TOTAL	
																			TOTAL
DESIGN AND CONSTRUCTION ENGINEERING SERVICES (CONT.)																			
9. WELL PUMPING PLANT, STORAGE RESERVOIR, SUPPLY PIPELINE AND IRRIGATION BOOSTER STATION CONSTRUCTION PHASE ENGINEERING																			
a. PRECONSTRUCTION CONFERENCE	2	346	4	616	2	278									8	600		1,840	
b. SUBMITTALS REVIEW	8	1,384	40	6,160	40	5,560					40	3,040						16,144	
c. CONSTRUCTION STAKING			4	616	16	2,224									120	9,000	1,200 (9)	4,040	
d. CONTRACT ADMINISTRATION	8	1,384			16	2,224					24	1,824			16	1,200		3,208	
e. CONSTRUCTION INSPECTION																		9,000	
1. FINAL INSPECTION AND PUMPING PLANT STARTUP AND ACCEPTANCE	2	346	4	616	8	1,112									8	600		9,000	
g. OPERATIONS AND MAINTENANCE MANUALS					24	3,396												9,000	
h. RECORDS DRAWINGS	2	346	8	1,232														9,000	
	81	14,013	336	51,744	432	60,048	172	13,072	156	17,316	234	19,304	8	2,360	274	20,550	12,700	211,107	
																		REIMBURSABLES @ 5%:	10,555
																		TOTAL:	221,682
																		TOTAL ROUNDED:	221,700

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**FEE SCHEDULE
 2008/2009**

CLASSIFICATION	RATES \$/Hr.
Engineering / Environmental / Geologic / Surveying Services	
Consultant.....	233.00
Manager.....	213.00
Principal.....	173.00
Senior.....	154.00
Associate.....	139.00
Staff I.....	123.00
Staff II.....	110.00
Staff III.....	96.00
Technician.....	76.00
Forensic Services	
Senior Expert: Testimony.....	345.00
Investigation.....	240.00
Associate Expert: Testimony.....	285.00
Investigation.....	205.00
Computer Aided Design Services	
Senior Operator I.....	111.00
Senior Operator II.....	105.00
Senior Operator III.....	99.00
Staff Operator I.....	94.00
Staff Operator II.....	86.00
Staff Operator III.....	81.00
Surveying Services (Field)	
2 Man Crew with Survey Truck (including mileage) and Global Positioning System Equipment.....	295.00
2 Man Crew with Survey Truck (including mileage) and Standard Equipment <u>or</u>	
1 Man Crew with Global Positioning System Equipment.....	250.00
Construction Services	
Construction Engineer.....	125.00
Construction Inspector	
Regular Time.....	97.00
Overtime	
Weekdays (8 hours to 12 hours).....	121.00
Weekdays (More than 12 hours).....	147.00
Saturday (12 hours or less).....	121.00
Saturday (More than 12 hours).....	147.00
Sunday and Holiday.....	147.00
(Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the Day After, Christmas Day)	
Support Services	
Senior Secretary.....	76.00
Staff Secretary I.....	67.00
Staff Secretary II.....	60.00
Utility Technician.....	56.00
Utility Clerk.....	53.00
Outside Services	
Special Consultants and Purchased Services.....	Cost + 15%

FEE SCHEDULE
2008/2009
(continued)

Reimbursable Expenses

Vehicle Mileage (excluding survey trucks)	0.72 \$/Mile
Air Fare, Ground Fare, Parking, and Subsistence.....	Cost
Copies, Prints, Telephone, Delivery, and Sundry Charges.....	Cost

The above rates are subject to change on or about July 1 each year due to salary and cost increases, except for Construction Inspector and Survey Crew rates which are also subject to change if California Department of Industrial Relations issues new prevailing wage determinations during the course of the year. A gasoline surcharge may be included in response to increased prices; no such surcharge will be included on project invoices without prior notification.

TERMS OF PAYMENT:

Unless charge accommodations have been established beforehand, all accounts shall be prepaid. For accounts having charge accommodations, payment in full shall be made within 30 days of date of invoice. Any amount unpaid within said 30 days will be assessed a service charge of 1-1/2% per month (18% annual percentage rate), with a minimum charge of \$1.00. Accounts with a past due balance of 30 days or more are subject, without notice, to credit discontinuance and mechanic's lien or stop notice. If it becomes necessary for Krieger & Stewart to initiate legal proceedings for the collection of any balance due, the action shall be brought and tried in the Judicial Districts wherein Krieger & Stewart offices are located. Client agrees that the court may award reasonable attorney's fees and costs of suit to the prevailing party.

2009-FEES-PW (6/10/2008)