

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

660



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
July 10, 2009

**SUBJECT:** Indiana Avenue Sidewalk Project – Consulting Services Agreement

**RECOMMENDED MOTION:** That the Board of Supervisors approve and authorize the Chairman to execute the attached Consulting Services Agreement between the County of Riverside, by and through the Economic Development Agency (Agency), and Albert A. Webb Associates (Consultant), for the design of the Indiana Avenue Sidewalk Project (Project).

**BACKGROUND:** The Agency and Riverside County Transportation Department staff have identified a need to improve pedestrian access along Indiana Avenue in the unincorporated community of Home Gardens. This proposed Project will provide 3,000 lineal feet of sidewalk, curb and gutter along the north side of Indiana Avenue from Neece Street to Grant Street; infill sidewalk, curb and gutter on the south easterly side of Neece Street; and infill sidewalk on the south easterly side of Brotherton Street.

Continued

*Robert Field*

Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 287,699.00	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0.00	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0.00	For Fiscal Year:	09/10

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

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

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

BY: *Jennifer L. Sargent*  
Jennifer L. Sargent

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
BY: NEAL R. KIPNIS  
DATE: 7/14/09  
Departmental Concurrence

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

Prev. Agn. Ref.: 6/2/09, 3.33      District: 2      Agenda Number: 3.23

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**3.23**

**BACKGROUND (continued):**

On June 2, 2009, the Board approved and accepted the Community Development Block Grant-Recovery (CDBG-R) Program – Substantial Amendment to the 2008-2009 One-Year Action Plan. This Plan allocated U.S. Department of Housing and Urban Development (HUD) CDBG-R Program funds under Title XII of the American Recovery and Reinvestment Act of 2009 (ARRA) for the design and construction of this Project.

A Request for Proposal for the design and engineering services was released on May 19, 2009 and proposals were due June 8, 2009. The Agency received 13 proposals and after a thorough review of each consultants experience and knowledge, references, fees, and schedule, the Agency selected Albert A. Webb Associates.

Agency staff recommends the Board approve the Consulting Services Agreement with Albert A. Webb Associates so the Agency may proceed with the design of the Project.

1                   **CONSULTING SERVICES AGREEMENT FOR ENGINEERING SERVICES**  
2                   **FOR THE INDIANA AVENUE SIDEWALK PROJECT**  
3                   **BY AND BETWEEN**  
4                   **THE COUNTY OF RIVERSIDE**  
5                   **AND ALBERT A. WEBB ASSOCIATES.**

6           This Agreement, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by  
7 and between the COUNTY OF RIVERSIDE, by and through the ECONOMIC  
8 DEVELOPMENT AGENCY, a public body corporate politic in the State of California  
9 (hereinafter "AGENCY"), and ALBERT A. WEBB ASSOCIATES, (hereinafter  
10 "CONSULTANT").

11           WHEREAS, The Agency and Riverside County Transportation  
12 Department staff have identified a need to improve pedestrian access along Indiana  
13 Avenue in the unincorporated community of Home Gardens; and

14           WHEREAS, the Indiana Avenue Sidewalk Project (hereinafter  
15 "PROJECT") will provide approximately 3,000 lineal feet of sidewalk, curb and gutter  
16 along the north side of Indiana Avenue from Neece Street to Grant Street; infill  
17 sidewalk, curb and gutter on the south easterly side of Neece Street; and infill sidewalk  
18 on the south easterly side of Brotherton Street; and

19           WHEREAS, this project is being funded with U.S. Department of Housing and  
20 Urban Development, Community Development Block Grant funds through 24 CFR Part  
21 570, and shall comply with *Section 3* Affirmative Action Requirements, Executive Order  
22 11246, records retention and other federal regulations; and

23           WHEREAS, the AGENCY has selected the CONSULTANT based on  
24 their qualifications, experience, knowledge, references, fees, and schedule; and

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

27           1.     DESCRIPTION OF SERVICES: CONSULTANT shall provide all services  
28 as outlined and specified in "Exhibit A," Project Services, including, but not limited to:  
PROJECT design; aerial and field surveying; attending meetings; utility coordination,

1 relocation plans, and potholing of all conflicting utilities prior to construction;  
2 geotechnical investigation; a Water Quality Management Plan; conformance to and  
3 preparation of all California Environmental Quality Act (CEQA) and National  
4 Environmental Policy Act (NEPA) documents; construction staking; invoice review;  
5 review and approval of redline drawings; and provide construction management and  
6 inspection services throughout the PROJECT.

7 1.2 CONSULTANT represents and maintains that it is skilled in the  
8 professional calling necessary to perform all services, duties and obligations required  
9 by this Agreement to fully and adequately complete the PROJECT. CONSULTANT  
10 shall perform the services and duties in conformance to and consistent with the  
11 standards generally recognized as being employed by professionals in the same  
12 discipline in the State of California. CONSULTANT further represents and warrants to  
13 the AGENCY that it has all licenses, permits, qualifications and approvals of whatever  
14 nature are legally required to practice its profession. CONSULTANT further represents  
15 that it shall keep all such licenses and approvals in effect during the term of this  
16 Agreement.

17 2. PERIOD OF PERFORMANCE: CONSULTANT shall commence and  
18 complete design performance within six months of being given a Notice to Proceed  
19 letter from AGENCY. CONSULTANT will diligently and responsibly pursue the  
20 performance of the services required of it by this Agreement through PROJECT  
21 completion unless the work is altered by written amendment(s) pursuant to Section 14,  
22 or terminated as specified in Section 9. All applicable indemnification provisions in this  
23 Agreement shall remain in effect following the termination of this Agreement.

24 3. COMPENSATION: The AGENCY shall pay the CONSULTANT on a  
25 lump sum amount not to exceed two hundred eight-seven thousand, six hundred  
26 ninety-nine dollars (\$287,699), which includes eight thousand (\$8,000) for approved  
27 reimbursable expenses. AGENCY'S Assistant County Executive Officer shall be  
28 authorized to execute amendments to this Agreement up to the amount of seventy-five

1 thousand dollars (\$75,000) in accordance with Section 14. CONSULTANT shall submit  
2 monthly invoices to the AGENCY for progress payments based on work completed to  
3 date. The PROJECT is a public works project and therefore subject to prevailing wage  
4 requirements.

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

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

21 5. INDEMNIFICATION: The CONSULTANT agrees to and shall indemnify  
22 and hold harmless the County of Riverside, its Agencies, Districts, Departments and  
23 Special Districts, their respective directors, officers, Board of Supervisors, elected and  
24 appointed officials, employees, agents and representatives (hereinafter individually and  
25 collectively referred to as "Indemnitees") from all liability, including, but not limited to  
26 loss, suits, claims, demands, actions, or proceedings to the extent caused by any  
27 alleged or actual negligence, recklessness, willful misconduct, error or omission of  
28 CONSULTANT, its directors, officers, partners, employees, agents or representatives

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

3 5.1 As respects each and every indemnification herein CONSULTANT shall  
4 defend and pay, at its sole expense, all costs and fees including but not limited to  
5 attorney fees, cost of investigation, and defense and settlements or awards against the  
6 Indemnitees.

7 5.2 With respect to any action or claim subject to indemnification herein by  
8 CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel  
9 of their own choice and shall have the right to adjust, settle, or compromise any such  
10 action or 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 5.3 CONSULTANT'S obligation hereunder shall be satisfied when  
14 CONSULTANT has provided to Indemnitees the appropriate form of dismissal relieving  
15 Indemnitees from any liability for the action or claim involved.

16 5.4 The specified insurance limits required in this Agreement shall in no way  
17 limit or circumscribe CONSULTANT'S obligations to indemnify and hold harmless  
18 Indemnitees from third party claims.

19 5.5 In the event there is conflict between this clause and California Civil Code  
20 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such  
21 interpretation shall not relieve the CONSULTANT from indemnifying the AGENCY to  
22 the fullest extent allowed by law.

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

27 6.1 Workers' Compensation: If CONSULTANT has employees as defined by  
28 the State of California, CONSULTANT shall maintain Workers' Compensation

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

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

16       6.3 Vehicle Liability: If CONSULTANT'S vehicles or mobile equipment are  
17 used in the performance of the obligations under this Agreement, CONSULTANT shall  
18 maintain liability insurance for all owned, non-owned or hired vehicles in an amount not  
19 less than \$1,000,000 per occurrence combined single limit. If such insurance contains  
20 a general aggregate limit, it shall apply separately to this agreement or be no less than  
21 two (2) times the occurrence limit.

22       6.4 Professional Liability: CONSULTANT shall maintain Professional Liability  
23 Insurance providing coverage for performance of work included within this Agreement,  
24 with a limit of liability of not less than \$1,000,000 per occurrence and \$1,000,000  
25 annual aggregate. If CONSULTANT'S Professional Liability Insurance is written on a  
26 claims made basis rather than an occurrence basis, such insurance shall continue  
27 through the term of this Agreement. Upon termination of this Agreement or the  
28 expiration or cancellation of the claims made insurance policy CONSULTANT shall

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

8       6.5    General Insurance Provisions - All lines:

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

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

24       c.     The CONSULTANT shall cause their insurance carrier(s) to furnish the  
25 AGENCY with 1) a properly executed original Certificate(s) of Insurance and certified  
26 original copies of Endorsements effecting coverage as required herein; or, 2) if  
27 requested to do so orally or in writing by the AGENCY Risk Manager, provide original  
28 Certified copies of policies including all Endorsements and all attachments thereto,

1 showing such insurance is in full force and effect. Further, said Certificate(s) and  
2 policies of insurance shall contain the covenant of the insurance carrier(s) shall provide  
3 no less than thirty (30) days written notice be given to the AGENCY prior to any  
4 material modification or cancellation of such insurance. In the event of a material  
5 modification or cancellation of coverage, this Agreement shall terminate forthwith,  
6 unless the AGENCY receives, prior to such effective date, another properly executed  
7 original Certificate of Insurance and original copies of endorsements or certified original  
8 policies, including all endorsements and attachments thereto evidencing coverage's  
9 and the insurance required herein is in full force and effect. Individual(s) authorized by  
10 the insurance carrier to do so on its behalf shall sign the original endorsements for  
11 each policy and the Certificate of Insurance.

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

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

25 f. CONSULTANT shall pass down the insurance obligations contained  
26 herein to all tiers of sub-consultants working under this Agreement

27 7. COOPERATION BY AGENCY: All information, data, reports, records,  
28 and maps as are existing, available to the AGENCY and necessary for carrying out the

1 work described shall be furnished to CONSULTANT without charge by the AGENCY.  
2 The AGENCY shall cooperate with CONSULTANT as appropriate to facilitate, without  
3 undue delay, the work to be performed under this Agreement.

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

11 9. TERMINATION: AGENCY may, by written notice to CONSULTANT,  
12 terminate this Agreement in whole or in part at any time, with or without cause. Such  
13 termination may be for AGENCY'S convenience or because of CONSULTANT'S failure  
14 to perform its duties and obligations under this Agreement including, but not limited to,  
15 the failure of CONSULTANT to timely perform services.

16 9.1 Discontinuance of Services. Upon receipt of written Notice of  
17 Termination, CONSULTANT shall discontinue all affected services within seven (7)  
18 days of receipt of the Notice, unless otherwise directed by the Notice, and deliver to the  
19 AGENCY all data, estimates, graphs, summaries, reports, and other related materials  
20 as may have been prepared or accumulated by CONSULTANT in performance of  
21 services, whether completed or in progress.

22 9.2 Effect of Termination For Convenience. If the termination is to be for the  
23 convenience of the AGENCY, the AGENCY shall compensate CONSULTANT for  
24 services satisfactorily provided through the date of termination. Such payment shall  
25 include a pro-rated amount of profit, if applicable, but no amount shall be paid for  
26 anticipated profit on unperformed services. CONSULTANT shall provide  
27 documentation deemed adequate by AGENCY'S Representative to show the services  
28 actually completed by CONSULTANT prior to the date of termination. This Agreement

1 shall terminate thirty (30) days following receipt by the CONSULTANT of the written  
2 Notice of Termination.

3       9.3 Effect of Termination For Cause. If the termination is due to the failure of  
4 CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be  
5 compensated for those services which have been completed and accepted by the  
6 AGENCY. In such case, the AGENCY may take over the work and prosecute the  
7 same to completion by contract or otherwise. Further, CONSULTANT shall be liable to  
8 the AGENCY for any reasonable additional costs incurred by the AGENCY to revise  
9 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  
11 or whole to complete the PROJECT. Following discontinuance of services, the  
12 AGENCY may arrange for a meeting with CONSULTANT to determine what steps, if  
13 any, CONSULTANT can take to adequately fulfill its requirements under this  
14 Agreement. In its sole discretion, AGENCY'S Representative may propose an  
15 adjustment to the terms and conditions of the Agreement, including the contract price.  
16 Such contract adjustments, if accepted in writing by the Parties, shall become binding  
17 on CONSULTANT and shall be performed as part of this Agreement. In the event of  
18 termination for cause, unless otherwise agreed to in writing by the parties, this  
19 Agreement shall terminate seven (7) days following the date the Notice of Termination  
20 was mailed to the CONSULTANT. Termination of this Agreement for cause may be  
21 considered by the AGENCY in determining whether to enter into future agreements  
22 with CONSULTANT.

23       9.4 Cumulative Remedies. The rights and remedies of the parties provided in  
24 this Section are in addition to any other rights and remedies provided by law or under  
25 this Agreement.

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

1           11.    DESIGNATED REPRESENTATIVES:    The following individuals are  
2 designated as representatives of the AGENCY and CONSULTANT respectively to act  
3 as liaison between the parties:

4 AGENCY  
5 Erik Sydow  
6 Project Manager  
7 Riverside County Economic  
8 Development Agency  
9 1325 Spruce Street  
10 Riverside, CA 92507  
11 Phone: (951) 955-8274  
12 Fax: (951) 955-6686

CONSULTANT  
Jason Ardery  
Project Manager  
Albert A. Webb Assoc.  
3788 McCray Street  
Riverside, CA 92506  
Phone: (951) 686-1070  
Fax: (951) 788-1256

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

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

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

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

          15.    LICENSE AND CERTIFICATION:    CONSULTANT verifies upon  
execution of this Agreement, possession of a current and valid license in compliance

1 with any Local, State, and Federal laws and regulations relative to the scope of  
2 services to be performed within this Agreement, and that services(s) will be performed  
3 by properly trained and licensed staff.

4 16. CONFIDENTIALITY: CONSULTANT shall observe all Federal, State and  
5 AGENCY regulations concerning confidentiality of records. CONSULTANT shall refer  
6 all requests for information to AGENCY.

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

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

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

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

28 21. ENTIRE AGREEMENT: This Agreement is intended by the Parties

1 hereto as a final expression of their understanding with respect to the subject matter  
2 hereof, and all prior or contemporaneous agreements of any kind or nature relating to  
3 the same shall be deemed to be merged herein. Any modifications to the terms of this  
4 Agreement must be in writing and signed by the parties herein.

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

8 Mail, postage prepaid:

9 **Riverside County Economic**  
10 **Development Agency**  
11 PO Box 1180  
12 Riverside, CA 92501  
Attn: Erik Sydow

**Albert A. Webb Associates**  
3788 McCray Street  
Riverside, CA 92501  
Attn: Jason Ardery

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

3 **THE COUNTY OF RIVERSIDE**

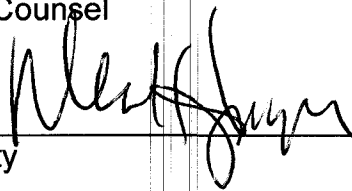
**Albert A. Webb Associates**

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5  
6 \_\_\_\_\_  
7 JEFF STONE  
Chairman, Board of Supervisors

\_\_\_\_\_   
SCOTT HILDEBRANDT  
Vice President

8  
9  
10 **APPROVED AS TO FORM:**  
11 PAMELA WALLS  
County Counsel

12  
13 By \_\_\_\_\_  
14 Deputy



15  
16 **ATTEST:**  
17 KECIA HARPER-IHEM  
CLERK OF THE BOARD

18  
19 By \_\_\_\_\_  
20 Deputy

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26 S:\RDACOMDIS2\HOMEGARD\Indiana Ave Street Improv\20090701\_Webb Agreement.doc

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