

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



FROM: Redevelopment Agency

SUBMITTAL DATE:
October 26, 2009

SUBJECT: Romoland Beautification Phase II and III

RECOMMENDED MOTION: That the Board of Directors:

Approve and authorize the Chairman to execute the attached agreement with Albert A. Webb Associates for traffic signal design, utility coordination and construction management in the amount of \$493,332.00.

BACKGROUND: On August 10, 2004, the Redevelopment Agency for the County of Riverside entered into an agreement with Albert A. Webb Associates to prepare plans and specifications for the Romoland Beautification Project which includes irrigated landscaping, curb, gutter, sidewalk and street improvements on Highway 74 from Interstate 215 to Palomar Road.

(continued)

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 493,332.00	In Current Year Budget:	No
	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: I-215 Corridor Project Area Redevelopment Capital Improvement Project Funds-Romoland Sub-Area	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Jennifer L. Sargent

County Executive Office Signature

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

Prev. Agn. Ref.: 8/10/04 4.3, 7/25/06 4.1

District: 5

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

4.1
RDA-00 9-F11.0
FRM 11 (REV 06/2003)

FORM APPROVED COUNTY COUNCIL
DATE 12/2/09
BY: MARSHAL VICTOR
Departmental Concurrence

BACKGROUND: (continued)

Phases II and III of the Project will consist of the following improvements: On the north side of SR 74 right-of-way between Trumble Road and Palomar Road, the Agency proposes to construct curbs, gutters, sidewalks, driveway aprons, bus turnouts, street trees and a reclaimed water system; on the south side of SR 74 on a one foot strip on the southernmost edge of the CalTrans right-of-way running from approximately Trumble Road to Antelope Road, the Agency proposes to construct a green screen fence with reclaimed water system and plant native vines to create a green screen. Also included in the project is the installation of traffic signals on SR 74 at Sherman Road and Antelope Road.

1 herein, the parties hereto agree as follows:

2 1. DESCRIPTION OF SERVICES: CONSULTANT shall provide all services
3 as outlined and specified in Exhibit A, consisting of EIGHT (8) page(s), attached hereto
4 and by this reference incorporated herein.

5 1.1 CONSULTANT represents and maintains that it is skilled in the
6 professional calling necessary to perform all services, duties and obligations required
7 by this Agreement to fully and adequately complete the project. CONSULTANT shall
8 perform the services and duties in conformance to and consistent with the standards
9 generally recognized as being employed by professionals in the same discipline in the
10 State of California. CONSULTANT further represents and warrants to the AGENCY
11 that it has all licenses, permits, qualifications and approvals of whatever nature are
12 legally required to practice its profession. CONSULTANT further represents that it shall
13 keep all such licenses and approvals in effect during the term of this Agreement.

14 2. PERIOD OF PERFORMANCE: CONSULTANT shall commence
15 performance upon date of execution of this Agreement and complete performance
16 within TWO YEARS from said date. CONSULTANT will diligently and responsibly
17 pursue the performance of the services required of it by this Agreement through project
18 completion unless the work is altered by written amendment(s) pursuant to Section 12,
19 or terminated as specified in Section 6. All applicable indemnification provisions in this
20 Agreement shall remain in effect following the termination of this Agreement.

21 3. COMPENSATION: The AGENCY shall pay the CONSULTANT for
22 services performed and expenses incurred in accordance with the terms of this
23 Agreement including Exhibit "B", attached hereto & incorporated herein by this
24 reference. CONSULTANT shall be paid an amount not to exceed FOUR HUNDRED
25 NINETY THREE THOUSAND THREE HUNDRED THIRTY TWO DOLLARS
26 (\$493,332.00). CONSULTANT shall submit invoices to the AGENCY for progress
27 payments based on work completed to date.

28 3.1 Said compensation shall be paid in accordance with an invoice

1 submitted to AGENCY by CONSULTANT within fifteen (15) days from the last day of
2 each calendar month, and AGENCY shall pay the invoice within thirty (30) working
3 days from the date of receipt of the invoice.

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

16 5. INDEMNITY AND HOLD HARMLESS: The CONSULTANT agrees to
17 and shall indemnify and hold harmless the AGENCY, its Districts, Departments and
18 Special Districts, their respective directors, officers, Board of Supervisors, elected and
19 appointed officials, employees, agents and representatives (hereinafter individually and
20 collectively referred to as "Indemnitees") from all liability, including, but not limited to,
21 loss, suits, claims, demands, actions, or proceedings to the extent caused by any
22 alleged or actual negligence, recklessness, willful misconduct, error or omission of
23 CONSULTANT, its directors, officers, partners, employees, agents or representatives
24 or any person or organization for whom CONSULTANT is responsible, arising out of or
25 from the performance of services under this Agreement; and

26
27 As respects each and every indemnification herein CONSULTANT shall defend and
28 pay, at its sole expense, all costs and fees including but not limited to attorney fees,

1 cost of investigation, and defense and settlements or awards against the Indemnitees.
2 With respect to any action or claim subject to indemnification herein by CONSULTANT,
3 CONSULTANT shall, at their sole cost, have the right to use counsel of their own
4 choice and shall have the right to adjust, settle, or compromise any such action or
5 claim without the prior consent of AGENCY; provided, however, that any such
6 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes
7 CONSULTANT'S indemnification to Indemnitees as set forth herein.

8
9 CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has
10 provided to Indemnitees the appropriate form of dismissal relieving Indemnitees from
11 any liability for the action or claim involved.

12
13 The specified insurance limits required in this Agreement shall in no way limit or
14 circumscribe CONSULTANT'S obligations to indemnify and hold harmless Indemnitees
15 from third-party claims.

16
17 In the event there is conflict between this clause and California Civil Code Section
18 2782, this clause shall be interpreted to comply with Civil Code 2782, this clause shall
19 be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the
20 CONSULTANT from indemnifying the AGENCY to the fullest extent allowed by law.

21
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
27 defined by the State of California, CONSULTANT shall maintain Workers'
28 Compensation Insurance (Coverage A) as prescribed by the laws of the State of

1 California. Policy shall include Employers' Liability (Coverage B) including Occupational
2 Disease with limits not less than \$1,000,000 per person per accident. Policy shall be
3 endorsed to waive subrogation in favor of the AGENCY and County of Riverside; and,
4 if applicable, 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 Redevelopment Agency
16 for the County of Riverside
17 Brenda Salas
18 Project Manager
19 1325 Spruce Street
20 Riverside, CA 92507
21 Phone: (951) 955-8916
22 Fax: (951) 955-6686

Albert A. Webb Associates
Dilesh Sheth
Principal Engineer
3788 McCray Street
Riverside, CA 92506
Phone: (951) 686-1070
Fax: (951) 788-1256

23 Email: brendasalas@rivcoeda.org

Email: dilesh.sheth@webbassociates.com

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

26 12. ASSIGNMENT: This Agreement shall not be assigned by
27 CONSULTANT, either in whole or in part, without prior written consent of AGENCY.
28 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 Redevelopment Agency of the
25 County of Riverside
26 1325 Spruce Street, Suite 400
27 Riverside, CA 92507
28 Attn: Brenda Salas

Albert A. Webb Associates
3788 McCray Street
Riverside, CA 92506
Attn: Dilesh Sheth

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

3 DATED: _____

Albert A. Webb Associates

4
5
6 By: _____
7 Jeff Stone
8 Chairman , Board of Supervisors

By: _____
Dilesh Sheth
Principal Planner

9
10
11 [for board approved items only:

12 ATTEST:

13
14
15 By: _____
16 Kecia Harper-Ihem
17 Clerk of the Board

18
19 s:\rdacom\dis5\romoland\romoland beautification project hwy 74\web agreement for phase ii and iii completion\agreement for consulting services-rda.doc

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

21
22
23
24
25
26
27
28 FORM APPROVED COUNTY COUNSEL

BY: MS Victor 12/2/09
MARSHA L. VICTOR DATE

EXHIBIT "A"

SCOPE OF SERVICES

Webb Associates has been asked by the Riverside County Redevelopment Agency (RDA) through Riverside County Economic Development Agency (EDA) to provide this Scope of Services for the following tasks:

Task 1: Traffic Engineering and additional engineering services

- Prepare a signal warrant and a traffic analysis for State Route 74 and Antelope Road as required per a request from Caltrans;
- Prepare a traffic signal plan for this intersection adhering to Caltrans standards;
- Combine the Eller Park Project signing & striping plans with the Phase III signing and striping plans;
- Revise the combined plans to include the requested traffic signal installation;
- Combine the Eller Park Project street improvement plans and Phase III street improvement plans;
- Revise the combined plans to create a seamless inclusion of all proposed improvements;
- Prepare a combined Recycled Water Use exhibit for the Trumble Road Project Phases I, II, & III per a request from EMWD;
- Provide coordination with the Riverside County Transportation Department's utility relocation effort

Task 2: Construction Engineering Services for Phases II and III.

We have assumed that the Riverside County RDA through Riverside County EDA will bid and construct Phase II (SR 74 from Trumble to Antelope) and Phase III (SR 74 from Antelope to Palomar) as one complete project.

- Provide pre-bid services;
- Provide bidding services;
- Provide construction management services;
- Provide construction oversight by Registered Landscape Architect;
- Provide construction inspection services

Task 3: Construction Staking services for Phases II and III.

Again, we assumed that the Riverside County RDA through Riverside County EDA will bid and construct Phase II (SR 74 from Trumble to Antelope) and Phase III (SR 74 from Antelope to Palomar) as one complete project.

Task 4: Caltrans Oversight Provided Landscape Architect for Phases II and III.

Caltrans is expecting Landscape Architect to represent them and be responsible for the project. Caltrans is also expecting Landscape Architect to visit site every day and provide oversight in addition to Construction Manager and Construction Inspector.

- Provide construction oversight by Registered Landscape Architect

Task 5: Provide Coordination for Utility Relocation

- Provide coordination to relocate Southern California Edison facilities;
- Provide coordination to relocate Eastern Municipal Water District facilities;
- Provide construction to relocate Southern California Gas Company facilities

Our Detail Scope of Services is as follows:

TASK 1 – TRAFFIC AND ADDITIONAL ENGINEERING SERVICES

Signal Warrant Analysis and Traffic Impact Study:

Webb proposes a two-step approach to preparing the signal warrant analysis. First; we would study the existing intersection of Antelope Road and Highway 74 to determine if signal warrants are met according to the latest edition of the California Manual on Uniform Traffic Control Devices (CA-MUTCD). Second; if the signal warrants do not meet the minimum requirements as stated in the CA-MUTCD, Webb will prepare a traffic study based on the expected additional traffic volumes from Eller Park in the near future. We will also account for anticipated growth in the area.

Webb will utilize the latest version of the CA-MUTCD, Chapter 4C; Traffic Control Signal Needs Studies, to determine the best alternative for this intersection.

Traffic Signal Plans:

Webb will prepare a Traffic Signal Installation Plan adhering to Caltrans Standards for the intersection of Antelope Road and Highway 74. Proposed facilities will be designed and shown on the drawing with all applicable notes and schedules to create a complete traffic signal installation plan. The plan will conform to latest Caltrans Standard Plans and Specifications, the latest edition of the CA-MUTCD and the County of Riverside standards, specifications and special provisions.

We will coordinate our efforts with the electrical service provider for the area. Early coordination with Southern California Edison will be a top priority for maintaining the project schedule. Webb will maintain continual coordination with the SCE service planner in the area for the signal service feed point.

Signing and Striping Plans:

Webb has already prepared a complete set of proposed signing & striping installation plans for the Eller Park Frontage Project. We will combine these plans with the signing & striping plans prepared for Phase III.

Revisions to the combined signing & striping plans will be made to allow for seamless integration of both sets of plans and the future improvements of each project. Specifically, adjustments will be made to the signing & striping plans to allow for the installation of a proposed traffic signal at the intersection.

Street Improvement Plans:

As with the signing & striping plans mentioned above, Webb will combine the proposed street improvement plans for the Eller Park Frontage Project with the proposed street improvement plans for Phase III of the Highway 74 project.

Revisions to the combined street improvement plans will be made to allow for seamless integration of both sets of plans and the future improvements of each project.

Recycled Water Use Exhibit for Phases I, II, & III:

Our sub-consultant; IDLA, will prepare a Recycled Water Use Exhibit for Trumble Road, Phases I, II, & III per a request from EMWD. Webb will provide coordination with EMWD for approval.

Provide Coordination with RCTD for Utility Coordination and Relocation:

Webb will provide coordination with the Riverside County Transportation Department's on-going utility relocation effort.

Provide Coordination with EMWD:

Webb will coordinate with EMWD Staff concerning the recycled water line on Phase II and Phase III. Our goal will be to avoid any changes that may be required by EMWD at later date as a result of our improvements in the area.

TASK 2 – CONSTRUCTION ENGINEERING SERVICES

Webb Associates will provide construction management and daily on-site inspection services. (Assumes 8 hours of on-site inspection services and 3 hours of construction management services per day for 200 Calendar days). Webb Associates will provide coordination with EDA, County of Riverside, City of Menifee, Caltrans, Utility Companies, and Contractor.

Bidding Services:

- Bid documents shall adhere to the requirements of our client. However; at a minimum, the documents shall have the following elements:
 - Notice Inviting Sealed Bids;
 - Instructions to Bidders;
 - Bidders and Subcontractors information, references, and contractor/subconsultant license information;
 - Bidder's Bond (minimum of 10% of bid amount);
 - Performance Bond (minimum of 100% of bid amount);
 - Labor and Materials Payment Bond;
 - Insurance endorsement forms and endorsements in amounts not less than that required by the District and the Acquisition Agreement;
 - Certificate of Non-Discrimination by Contractors;
 - Non-Collusion Affidavit;
- During the bidding process, Webb will respond to calls from contractors and other interested parties, answer questions if appropriate or solicit answers to the inquiries from some other party, such as the design consultants;
- Maintain a list of all parties who have the improvement project plans and specifications;
- Prepare Addendums: Any interpretation or correction of the proposed bid documents shall be made only by written addendum. Addendums are mailed, faxed, or delivered to all parties, which have the original bid package and shall be added to bid packages that are yet to be distributed. Webb obtains written confirmation from all bid package holders that said addendum was received prior to the bid opening. We issue addenda to bid documents in a timely manner;
- Webb requires project bidders to provide written evidence that all Addenda were received, reviewed, and taken into account in their bid proposal;
- Bids will be tabulated by Webb;
- We are responsible for conducting due diligence activities to confirm the lowest responsible bidder. Activities shall include, but not be limited to the following:
 - review the bid for mathematical errors;
 - reference checks;
 - review of previous experience;
 - review financial capability, etc.
- Webb will provide our client with a recommendation to award the contract to the "lowest responsible bidder;"
- Webb then coordinates the preparation and execution of the contract documents;
- Contracts are sent to the contractor by Webb for execution. The contractor shall be required to return fully executed contracts, with appropriate attachments, within ten (10) working days;

- Webb reviews the contractor's fully executed contract documents and coordinates the confirmation and verification of authenticity of bonding company documents and insurance company documents;
- When all is in order, Webb sends the documents to the client for final review and execution

Construction Stage:

- Prior to commencement of work, Webb will conduct a preconstruction meeting. Attendees should include the contractor, EDA, County of Riverside, City of Menifee, Caltrans, design consultants, inspectors, affected agencies and utility companies, adjacent property owners, and/or businesses, and other interested parties as required;
- We will inspect the work to insure it meets plans and specifications.
- We will coordinate with utility companies for relocation of their facilities.
- Our inspectors monitor the daily construction operations by providing daily labor, equipment and material reports, extra work reports, and disputed work reports;
- We schedule ongoing weekly meetings as needed. Attendees will include Riverside County RDA, County of Riverside, City of Menifee, Caltrans, consultants, contractor, inspector(s), applicable utility companies, geotechnical and materials testing representative, as well as other interested parties. The meeting will consist of a review of contractor problems, scheduling, cost items, etc. Meeting notes shall document all "action items," responsible party to follow up on the action item, and a target date for the completion of the action item.
- Webb prepares and distributes meeting notes to all attendees.
- We will prepare Weekly Working Day Statements and send to the Contractor;
- We prepare and process Construction Change Orders (CCO's as outlined in the following procedures:
 - The contracting party and client will be notified of pending change orders;
 - Scope of Work is defined;
 - Reason for change order is defined;
 - Backcharge, if applicable, is determined;
 - All change orders shall require the signature of the following parties: Contractor, Construction Manager, Project Inspector and the Client;
 - At the conclusion of the construction project, a Change Order Summary is provided to the client;
- Review the construction schedule prepared by the Contractor for compliance with the contract and monitor throughout construction;
- Coordinate construction staking;
- Review and verify the contractor's monthly progress estimates and payments made therein and prepare progress payments;
- Review contractor's R.F.I. (request for information) and respond them accordingly;
- Furnish periodic reports of progress of the project as required;

- Coordinate and approve shop drawings and submissions from the Contractor, record data received, maintain a file of the drawings and submissions, and check construction for compliance with approved documents;
- Coordinate compaction and materials testing;
- Review laboratory test reports;

Post Construction/Reimbursement Requirements:

Construction close out procedures shall be documented by Webb as follows:

- The Webb inspector and client oversight inspector prepares a list of incomplete or unsatisfactory items ("punch list") and supplies this list to the Contractor. Following corrections and completion of the punch list and Contractor giving notice to the inspectors that the work is ready for inspection, the inspectors inspect the work for final compliance;
- The last change order to be prepared is a "balancing change order" that reconciles all quantity adjustments and previous change orders;
- Written documentation shall be coordinated indicating the client accepts the improvements into their system;
- Webb provides written notice of project completion to the client;
- We make a copy of, and then coordinate transfer of record drawings (as-builts) to the design engineer, who in turn will provide revised mylars to the client.

TASK 3 – CONSTRUCTION STAKING SERVICES

Construction Staking:

Webb will provide construction staking for the following items:

- Control recovery & ties;
- Curb & gutter;
- Returns and cross gutters;
- Sidewalk and driveways;
- Finish surface pavement;
- Storm drains;
- Traffic signal poles;
- Rail road traffic signal poles;
- Proposed right of way (60 properties);
- Replacement of monuments;
- Certifications.

TASK 4 – CONSTRUCTION OVERSIGHT BY REGISTERED LANDSCAPE ARCHITECT

Caltrans is expecting Landscape Architect to represent them and be responsible for the project. Caltrans is requiring Landscape Architect to visit site every day and provide oversight in addition to Construction Manager and Construction Inspector.

- Provide construction oversight by registered landscape architect for Phase II and Phase III Projects (Assumed 4 hours per day for 60 Calendar Days).
- Provide construction coordination and attend pre-construction meetings with Riverside County RDA, Caltrans, County of Riverside, and City of Menifee, and the Contractor.
- Preparation of field report which contains observations of work reviewed along with supporting photographic documentation. This report would summarize any discussion or concluding decisions as well as describe construction difficulties encountered and remedial measures agreed upon.
- Assess work to determine whether it is acceptable and conforms to the contract documents.

TASK 5 – PROVIDE COORDINATION FOR UTILITY RELOCATION

Our sub-consultant; GSM Utility Consulting, will conduct a site investigation and review pertinent dry utility data as made available from the electric, natural gas, telephone and cable television companies. Webb Associates will conduct a site investigation and review utility data as made available from EMWD.

Webb Associates will provide coordination for adjustment and/or relocation of the following facilities:

- Water Meters
- Water Valves
- Sewer Manholes
- Gas Line
- Gas Line Valves
- Power Pole
- Fire Hydrant
- Waterline Blow offs

GSM and Webb will submit plans, track design process and maintain required interface with utility representatives to obtain preliminary design for Client approval. Webb Associates will negotiate a mutually acceptable schedule, coordinate final designs, contracts and right-of-way documents, in preparation for Clients approval and signature. Final utility documents with a summary of utility deposits and potential refunds will be presented to Riverside County RDA. GSM and Webb will follow Caltrans procedure (sample provided by the County Transportation Department) for the utility relocation.

EXHIBIT "B"

ESTIMATED COMPENSATION

We propose to provide the Traffic Engineering & Additional Engineering, Construction Management, Construction Inspection, and Construction Staking services outlined in our proposal on a time and material basis using the hourly rates on page B-2 up to the amounts shown below unless otherwise approved by EDA:

Task Group 1 - Traffic Engineering and Additional Engineering Services	
Traffic Signal Warrant Analysis and Traffic Study	\$ 5,680.00
Traffic Signal Plans	\$ 16,456.00
Signing and Striping Plans	\$ 7,328.00
Street Improvement Plans	\$ 20,040.00
Recycle Water Use Exhibit for Phase I, II, and III and Landscape Plans	\$ 14,410.00
Provide Coordination with RCTD for Utility Relocation	\$ 6,640.00
Meetings and Project Coordination	\$ 9,724.00
Subtotal	\$ 80,278.00
Task Group 2 - Construction Engineering Services	
Prepare bid documents including copies (20 sets)	\$ 9,288.00
Advertise Project, respond to inquiries, prepare bid summary, and assist EDA to award contract	\$ 11,133.00
Construction Management (Assumed 3 Hrs. / 180 Calendar Days)	\$ 112,731.00
Construction Support Provided by IDLA	\$ 25,000.00
Construction Inspection (Assumed 8 Hrs. / 180 Calendar Days)	\$ 129,380.00
Subtotal	\$ 287,532.00
Task Group 3 - Construction Staking Services	
Construction Staking	\$ 66,220.00
Subtotal	\$ 66,220.00
Task Group 4 - Part Time Oversight for Phase I, II, and III by Landscape Architect	
Construction Oversight by Registered Landscape Architect for Phase II & III (4 Hrs/60 Calendar Days)	\$ 31,960.00
Subtotal	\$ 31,960.00
Task Group 5- Utility Coordination	
Utility Coordination	\$ 27,342.00
Subtotal	\$ 27,342.00
Total	\$ 493,332.00

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



FEE SCHEDULE

<u>CLASSIFICATION</u>	<u>RATES</u> <u>\$/HOUR</u>
<u>Engineers/Project Manager/Planners/Scientist/</u>	
<u>Assessment/Special Tax Consultants/Landscape Architects/Designers</u>	
Principal II	198.00
Principal I.....	190.00
Senior III	173.00
Senior II	162.00
Senior I	157.00
Associate III	149.00
Associate II	128.00
Associate I	122.00
Assistant V.....	105.00
Assistant IV	101.00
Assistant III	92.00
Assistant II.....	76.00
Assistant I	62.00
 <u>Survey Services</u>	
3-Person Survey Party.....	242.00
2-Person Survey Party.....	212.00
1-Person Survey Party.....	130.00
Director of Survey	167.00
Manager of Field Operations	124.00
Survey Technician II.....	108.00
Survey Technician I.....	89.00
 <u>Inspection Services</u>	
Construction Manager	150.00
Inspector II	105.00
Inspector I	94.00
 <u>Administrative Services</u>	
Project Coordinator.....	86.00
Administrative Assistant III.....	72.00
Administrative Assistant II	62.00
Administrative Assistant I	46.00
 <u>Other Direct Expenses</u>	
Incidental Charges	Cost
Postage and Telephone	Cost
In-house Prints, Copies and Delivery	Cost
Travel and Subsistence	Cost
Special Consultant.....	275.00/Hour
GIS License Fee.....	39.00/Hour
Subcontracted Services	Cost + 15%
Survey/Inspector Vehicle	0.77/Mile
Mileage.....	0.68/Mile

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

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

Project Budget

Riverside County EDA
Additional Traffic Engineering Services and Construction Management, Inspection, and Staking Services for Phase II & III

AGENCY: **WEBB**
#330004122

Task Description	Personnel Hours										Total					
	Principal II	Principal I	Associate II	Associate I	Two-Man Survey Party	Director of Survey	Survey Technician II	Inspector II	Construction Manager	Project Coordinator		Total Hours	Labor	Subsultant and Reimbursable	Total	
Task Group 1 - Traffic Engineering and Additional Engineering Services																
Traffic Signal Warrant Analysis and Traffic Study	8	24									8	40	5,280	460	5,880	
Traffic Signal Plans	12	100									16	128	16,456		16,456	
Signaling and Striping Plans	8	40									8	56	7,328		7,328	
Street Improvement Plans	20	100									40	160	20,040		20,040	
Recycle Water Use Exhibit for Phase I, II, and III and Landscape Plans	8	20									32	40	4,316	10,074	14,410	
Provide Coordination with RCD for Utility Relocation	8	24									8	48	6,640		6,640	
Meetings and Project Coordination	8	24									30	62	8,724	1,000	9,724	
Subtotal	16	80	304								134	534	68,404	11,474	80,278	
Task Group 2 - Construction Engineering Services																
Prepare bid documents including copies (20 sets)	40										8	48	2,288	1,000	9,288	
Advertise Project, respond to inquiries, prepare bid summary, and assist EDA to award contract	32	140	40								32	41	11,133		11,133	
Construction Management (Assumed 3 hrs / 180 Calendar Days)											390	130	107,756	4,995	112,711	
Construction Support Provided by IDA												130	25,000		25,000	
Construction Inspection (Assumed 8 hrs / 180 Calendar Days)											1,900	130	120,380	9,000	129,380	
Subtotal	32	140	40								1,900	421	247,577	14,995	262,532	
Task Group 3 - Construction Staking Services																
Construction Staking					200	60	100							63,220	3,000	66,220
Subtotal					200	60	100							63,220	3,000	66,220
Task Group 4 - Plan Time Oversight for Phase I, II, and III for Landscape Exhibit																
Construction Oversight by Registered Landscape Architect for Phase II & III (4 hrs/160 Calendar Days)				180										21,960	10,000	31,960
Subtotal				180										21,960	10,000	31,960
Task Group 5 - Utility Coordination																
Utility Coordination	16	40	60								24	140	20,512	6,830	27,342	
Subtotal	16	40	60								24	140	20,512	6,830	27,342	
Total	48	272	344	180	200	60	100	1,000	421	443	1,312	403,312	64,469	467,781		

Amounts shown are fee.

Personnel Category \$/HR

- Principal II \$ 198.00
- Principal I \$ 190.00
- Senior II \$ 162.00
- Associate II \$ 128.00
- Associate I \$ 122.00
- Two-Man Survey Party \$ 212.00
- Director of Survey \$ 167.00
- Survey Technician II \$ 108.00
- Inspector II \$ 105.00
- Construction Manager \$ 150.00
- Project Coordinator \$ 86.00