

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

410C



**SUBMITTAL DATE:**  
September 16, 2010

**FROM:** Redevelopment Agency

**SUBJECT:** Mission Boulevard Revitalization Plan, Phase V

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

1. Make the following findings pursuant to Health and Safety Code section 33445:
  - a) The construction of the Mission Boulevard Revitalization Plan, Phase V is of primary benefit to the Jurupa Valley Redevelopment Project Area by helping to eliminate blight by constructing and improving project streets, drainage, lighting, sidewalks, curb, and gutters in an area that currently has intermittent sidewalks and deteriorated roads;
  - b) No other reasonable means of financing the cost of the project are available to the community due to the fact that the current economic crisis has substantially reduced the community's revenues to fund the project;

(Continued)

*Robert Field*  
Robert Field  
Executive Director

**FINANCIAL  
DATA**

Current F.Y. Total Cost:	\$ 486,400	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

**COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA:** Yes

**SOURCE OF FUNDS:** Jurupa Valley Redevelopment Capital Improvement Funds

**Positions To Be Deleted Per A-30** ☐

**Requires 4/5 Vote** ☐

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

APPROVE

BY: *Alex Gann*  
Alex Gann

**County Executive Office Signature**

Policy ☒ Policy ☐

Consent ☐ Consent ☐

Dep't Recomm. ☐ **ATTACHMENTS FILED WITH THE CLERK OF THE BOARD**

4.1

FISCAL PROCEDURES APPROVED  
ROBERT E. BYRD, AUDITOR-CONTROLLER  
BY: *Samuel Wong* 9/22/10  
SAMUEL WONG  
Departmental

FORM APPROVED COUNTY COUNSEL  
9-17-10  
DATE  
BY: *Marshall Victor*  
MARSHALL VICTOR

**RECOMMENDED MOTION:** (Continued)

- c) The payment of funds for the cost of the project is consistent with the Implementation Plan for the project area and is necessary to effectuate the purpose of the project area's Redevelopment Plan, which calls for street improvements as needed infrastructure.
2. Ratify and authorize the Chairman to execute the attached Third Amendment to the Agreement between the Redevelopment Agency and Krieger & Stewart, Inc., to provide additional design and construction management services for the Mission Boulevard Revitalization Plan, Phase V Project; and
3. Approve and authorize the Chairman to increase the project budget allocation by \$486,400.

**BACKGROUND:**

In 2002, the Redevelopment Agency published the Mission Boulevard Revitalization Plan, Phase V Request for Proposal; soliciting proposals for engineering, design, and construction management services from qualified engineering firms.

The Agency determined Krieger and Stewart, Inc., to be the most qualified firm to provide these services for the project; however, the Agency decided at the time to remove traffic signal modifications, storm drain improvement drawings, street light plans, and construction engineering and management from the scope of services and include those Services in a future phase of the project. On May 13, 2003, the Board of Directors approved the Consulting Services Agreement with Krieger and Stewart, Inc., for engineering design services on Mission Boulevard from 100 feet west of La Rue Street to Valley Way, in the unincorporated community of Rubidoux.

The Agency executed the first amendment to the agreement, which extended the time of performance for 3 additional years to May 13, 2007. The second amendment to the agreement addressed new design criteria as required by the Riverside County Transportation Department and Riverside County Flood Control & Water Conservation District, including curb return radius standards, traffic signal modifications, median reconstruction and coordination at Valley Way, retaining walls, legal and plat descriptions, and storm drain design.

The third amendment to the agreement will authorize Krieger & Stewart to finalize coordination with private property owners, utility purveyors, and governmental agencies, and provide construction phase services such as construction staking, monument preservation, contract administration, construction inspection, record drawings, construction engineering, and management services. While the initial Request for Proposal in 2002 included most of the services incorporated within the amendments, the Agency and Krieger & Stewart could not have reasonably anticipated the actual costs (wages, inflation, unforeseen conflicts, etc.) for these services and therefore decided to phase the Project.

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1           **WHEREAS**, the additional fee for those services are Four Hundred Eighty-Six  
2 Thousand Four Hundred Dollars (\$486,400).

3           **NOW, THEREFORE**, in consideration of the foregoing and providing that all other  
4 sections not amended remain intact, the parties hereto do hereby agree as follows, effective  
5 December 1, 2008:

6           **A.**     Section 1 of the Agreement is hereby amended in its entirety to read as  
7 follows:

8                   **1. SCOPE OF WORK.** Consultant will provide complete engineering,  
9 landscape architectural services, full-time construction management, and administration  
10 services for the design and construction of Mission Boulevard Revitalization Plan, Phase V  
11 from one hundred (100') feet west of La Rue to Valley Way. Consultant's services shall  
12 include those detailed within the Agreement, Second Amendment, and Third Amendment's  
13 "Exhibit "A" attached hereto.

14           **B.**     Section 2 of the Agreement is hereby amended in its entirety to read as  
15 follows:

16                   **2. COMPENSATION AND METHOD OF PAYMENT.**     Consultant's  
17 compensation for work associated with the Agreement, First Amendment, Second  
18 Amendment, and Third Amendment shall be an amount for actual work performed not-to-  
19 exceed Nine Hundred Sixty-Three Thousand Two Hundred Dollars (\$963,200). Consultant  
20 will bill monthly for actual work performed.

21           **C.**     Section 4 of the Agreement is hereby amended in its entirety to read as follows:

22                   **3. TIME OF PERFORMANCE.** The Consultant agrees that it will diligently and  
23 responsibly pursue the performance of the services required of it by this Agreement and  
24 subsequent Amendments, and will deliver the work product and services aforementioned  
25 through December 2011.

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**IN WITNESS WHEREOF**, the Consultant and the Agency have executed this  
Amendment as of the date first above written.

**REDEVELOPMENT AGENCY FOR  
THE COUNTY OF RIVERSIDE**

**KRIEGER AND STEWART, INC.**

\_\_\_\_\_  
Marion Ashley, Chairman  
Board of Directors

\_\_\_\_\_  
Robert A. Krieger  
President

**APPROVED AS TO FORM:**  
Pamela J. Walls  
County Counsel

\_\_\_\_\_  
Chuck Krieger  
Corporate Secretary

*[Signature]*      9-17-10  
Deputy

**ATTEST:**  
Kecia Harper-Ihem  
Clerk of the Board

\_\_\_\_\_  
Deputy

August 5, 2010

807-32.1 A

Erik Sydow, 2nd District Project Manager  
Redevelopment Agency for the County of Riverside  
3403 Tenth Street, Suite 500  
Riverside, CA 92501

Subject: Mission Boulevard Revitalization Project, Phase 5  
Construction Engineering Services Proposal

Dear Mr. Sydow:

We appreciate the opportunity to submit the enclosed Scope of Services (Exhibit "A") and Fee Estimate to the Redevelopment Agency for the County of Riverside (Agency) regarding construction of subject project.

As a result of our extensive public works engineering experience, we have a thorough understanding of the project's construction requirements and are prepared to begin providing services immediately upon receipt of notice to proceed. We look forward to providing the required services to the Agency.

If you have any questions regarding our Fee Estimate or any element of our Scope of Services, please call.

Sincerely,

KRIEGER & STEWART

  
Charles A. Krieger

ERB/blt/jcb  
807-32P1-CONST PRO

Enclosures: Exhibit "A", Scope of Services  
Exhibit "B", Fee Estimate  
2010 Fee Schedule

**EXHIBIT "A"**

**CONSTRUCTION ENGINEERING SERVICES PROPOSAL  
MISSION BOULEVARD REVITALIZATION PROJECT, PHASE 5  
KRIEGER & STEWART, INCORPORATED**

**SCOPE OF SERVICES**

The proposed Mission Boulevard Revitalization, Phase 5 improvements consist of the construction of street and median improvements along Mission Boulevard between Valley Way and La Rue Street, including the rehabilitation of median hardscaping along Mission Boulevard from Riverview Drive to approximately 400 L.F. east of Crestmore Road. Said street improvements generally include sidewalks, curb and gutter, irrigated median landscaping, street lighting, traffic signal modifications, storm drain improvements, asphalt concrete overlays, and street reconstruction.

Construction engineering services required by the Agency consist of conducting preconstruction meeting, reviewing contractor's materials submittals, providing construction staking, processing requested payments by contractor, and evaluating change order requests. Construction engineering services will also include contract administration services to ensure the project proceeds in accordance with the Contract Documents, including: conducting weekly progress review meetings with Agency staff and the contractor; resolving complaints, concerns and questions from businesses, residents, and affected agencies; performing daily construction inspections (including weekly site visits by the Project Engineer); and performing final inspection. Finally, construction engineering services will include preparing record drawings.

In addition, pursuant to our discussions, the scope of our construction engineering services also includes supplemental engineering services Krieger & Stewart performed during the course of preparing construction documents for the Mission Boulevard Revitalization Project, Phase 5. The supplemental engineering services consisted of performing additional storm drain analysis and design; coordinating Union Pacific Railroad crossing with proposed improvements, including design and permitting; performing cross-section survey and analysis for RCTD evaluation and approval of proposed street sections; preparing additional driveway designs; coordinating Caltrans improvements with proposed street improvements, including design modifications; modifying traffic signal improvements and miscellaneous utility coordination and permitting services.

All services will be or have been provided by Krieger & Stewart. Krieger & Stewart's estimated fees are included in Exhibit "B".

**The scope of our Construction Engineering Services is organized as follows:**

1. Supplemental Engineering
2. Submittals Review
3. Preconstruction Meeting and Progress Meetings
4. Construction Staking
5. Monument Preservation
6. Payment and Change Order Requests
7. Contract Administration
8. Construction Inspection and Site Visits

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KRIEGER & STEWART, INCORPORATED**

**SCOPE OF SERVICES**

9. Final Inspection
10. Record Drawings

Each component is discussed in greater detail in the following subsections.

**1. Supplemental Engineering**

**a. Additional Storm Drain Analysis and Design**

Under Amendment 2, Krieger & Stewart designed new and/or replacement localized storm drain facilities at miscellaneous intersections found to be necessary to provide drainage for the proposed roadway improvements being constructed for the Mission Boulevard Revitalization Project, Phase 5. However, once the design was underway, additional storm drain analysis and design was requested in order to correct existing drainage deficiencies of other local drainage facilities.

Supplemental engineering services related to the additional analysis and design included:

- Street Improvement Redesign. Krieger & Stewart redesigned curb and gutter on the east and west sides of Pacific Avenue as required to raise top of curb elevations above catch basin water surface elevations sufficient to comply with new construction standards.
- Sunnyslope Channel Capacity Calculations. Krieger & Stewart performed capacity calculations for the Sunnyslope Channel due to absence of RCFC&WCD master drainage plan data, record hydrology, and hydraulic design information available for the channel.
- Correspondence, Conferences, and Plan Checks. Krieger & Stewart participated in numerous meetings and prepared correspondence related to the drainage system revisions.

**b. UPRR Mission Boulevard Rail Crossing**

Under Amendment 2, Krieger & Stewart designed the Phase 5 project limits to include the median area between the UPRR rail crossing northwesterly of Jurupa Road and the intersection of Valley Way. Under the amendment, Krieger & Stewart designed median improvements as directed by RCTD and prepared



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**SCOPE OF SERVICES**

Construction Drawings showing the removal of the existing median and the construction of a new median with a realigned left turn lane.

The initial (approved) geometry of the median improvements required the relocation of two existing railroad warning devices located on the northerly and southerly sides of the median. Relocation of the warning devices required approval from Union Pacific Railroad and (as directed by UPRR) the California Public Utilities Commission (CPUC), since warning device relocation is considered an "alteration of an existing rail crossing", as defined by the CPUC. Krieger & Stewart prepared a GO 88 B application and supplied all supporting documents for the CPUC review to the Agency and RCTD. The CPUC review determined that the sidewalk abutting the rail crossing as shown on the street improvement plans was not in compliance with current ADA standards and that the landscaping proposed to be installed adjacent to the rail crossing presented a potential safety hazard.

Krieger & Stewart revised the proposed sidewalk as shown on the Construction Drawings to include detectable warning devices to meet ADA compliance as requested by the CPUC and RHA revised the applicable Landscape drawings as requested by the CPUC. Approval was subsequently obtained from the CPUC to alter the rail crossing as proposed.

However, the review of the rail crossing by UPRR concluded that the existing warning devices were outdated and if they were required to be relocated with the construction of the new median improvements, UPRR would require the Agency to replace them with new facilities.

Krieger & Stewart was then asked by the Agency to obtain approval from RCTD to alter the geometry of the median and to redesign the proposed improvements in order to eliminate the need to relocate the existing rail crossing warning devices thus eliminating UPRR's request for a facilities upgrade.

Supplemental engineering services for the above described actions included: correspondence with UPRR, CPUC, RCTD, and Agency personnel during the review and approval process; preparation of CPUC GO 88-B application to request alteration of the Mission Boulevard Highway-Rail Crossing; attendance at a field diagnostic meeting; preparation of additional CPUC and UPRR required submittal documents including gradeline, profile and rail crossing section exhibits; and redesign of Street Improvement Plans, revisions to cross-

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KRIEGER & STEWART, INCORPORATED**

**SCOPE OF SERVICES**

section drawings, revisions to Signing and Striping Plans, and revisions to Landscape Plans.

c. RCTD Cross-Section Design Approval

The original Scope of Services stipulated that the street improvements would be limited to "infill curb, gutter, and sidewalk improvements, as needed" and that pavement remediation would be limited to a grind and overlay of the existing paving; our design fee was estimated based on those stipulations due to the constraints imposed by the need to match existing improvements, comply with ADA current standards, and meet minimum slope requirements for curb and gutter. However, during the plan check process, RCTD required Krieger & Stewart to prepare and present additional information to specifically demonstrate why the proposed design could not meet RCTD standards for new construction. Krieger & Stewart demonstrated how the design constraints of a match-up type street design limited the corrective action that could be used to decrease the existing excessive cross-slopes short of a full street section removal and replacement, and RCTD ultimately agreed.

Supplemental engineering services required during the plan check and plan approval process included: meetings and correspondence with RCTD personnel relating to existing cross-slope match-up design, cross-sections not meeting current RCTD standards, and cross-section grade breaks not aligning with RCTD-directed striping alignments; preparation of typical cross-section exhibits comparing existing striping to the proposed configuration; addition of lane lines on design cross-section drawings for RCTD review; and preparation of crosswalk profile exhibits showing existing versus proposed profiles for ADA compliance analysis.

d. Miscellaneous Driveway Design

Additional driveways were added or altered upon approval by RCTD at the Agency's request in order to address property owner concerns regarding the impact of the proposed improvements on their existing site access or lack thereof. Driveways were added or altered for the following properties:

APN 182-021-002, 004, 015 (Loomis Property - Merchant Metals),  
APN 182-021-007 (Southwest Corner Mission Boulevard and Stobbs Way), and  
APN 182-221-001 (Southeast Corner Mission Boulevard and Pacific Avenue).

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Supplemental engineering services included: attendance at field meeting with property owner and Agency; preparation and presentation of driveway alternatives to property owner and RCTD; correspondence with Agency and RCTD personnel; revisions to bid items and quantity estimates; and revisions to previously designed Street Improvement Plans.

e. Curb Return Revision for Right-of-Way Clearance

As requested by the Agency, Krieger & Stewart obtained approval from RCTD for a reduced radius curb return at the northeast corner of Mission Boulevard and Opal Street in order to eliminate the need to obtain additional right-of-way from the current property owner.

Supplemental engineering services included: correspondence with the Agency; correspondence with RCTD regarding the approval of curb return configuration; and revisions to previously designed Street Improvement Plans.

f. Valley Way Under-Crossing Project (Caltrans)

Under Amendment 2, Krieger & Stewart extended the Phase 5 project limits to include the median area between the UPRR rail crossing northwesterly of Jurupa Road and the intersection of Valley Way. Under the amendment, Krieger & Stewart designed median improvements as directed by RCTD and prepared Construction Drawings showing the removal of the existing median and the construction of a new median with a realigned left turn lane. During the plan check process, RCTD brought to our attention and made available to us plans concurrently being prepared for the Caltrans Valley Way Under-Crossing Project. We were directed by RCTD to redesign and revise our proposed median improvements and Construction Drawings to match improvements shown on the Caltrans plans.

Supplemental engineering services included: revisions to Street Improvement Plans as required for match-up design; revisions to Cross-Section Drawings; revisions to Signing and Striping Plans; and revisions to bid items and quantity estimates.

**EXHIBIT "A"**

**CONSTRUCTION ENGINEERING SERVICES PROPOSAL  
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KRIEGER & STEWART, INCORPORATED**

**SCOPE OF SERVICES**

**g. Miscellaneous Utility Coordination**

**1) Southern California Edison**

The proposed curb return at the northwest corner of La Rue Street required the relocation of an existing fire hydrant. Adhering to RCTD standards for fire hydrant locations put it in conflict with existing guy wires from a nearby SCE power pole. Substantial correspondence with SCE regarding relocation of guy wires necessitated obtaining approval from RCTD for a non-standard fire hydrant location.

Supplemental engineering services included: correspondence with RCTD, Agency, and SCE personnel; site photos and plan details for SCE; preparation of design alternatives and revisions to Street Improvement Plans; and revisions to bid items and quantity estimates.

**2) Empire Water**

The previously undisclosed owner of canal right-of-way was found by Agency personnel to be Empire Water. Krieger & Stewart was directed by the Agency at the request of Empire Water to show their existing tunnel on the Street Improvement Plans and to analyze the impact of proposed improvements on said tunnel.

Supplemental engineering services included: field meeting with Empire Water representative to locate tunnel undisclosed by utility records; correspondence with Agency and Empire Water personnel; preparation of tunnel location exhibit and site photos for Empire Water review; and estimated depth of existing tunnel and checked proposed grading for projected clearance.

**3) Southern California Gas Company**

The extension of the Canal Street concrete-lined channel beyond the proposed street improvements required the design of a reinforced box culvert (RCB). An aboveground portion of an existing gas pipeline is required to be relocated by the Southern California Gas Company. Krieger & Stewart was directed by the Agency to assist the Gas Company with their design by providing drawings and improvement plan design data and existing utility information to them.

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KRIEGER & STEWART, INCORPORATED**

**SCOPE OF SERVICES**

Supplemental engineering services included: multiple field meetings and correspondence with Southern California Gas personnel; and preparation of a utility exhibit showing SAWPA plan data and provide site photos.

**h. UPRR Utility Crossing Applications and Permits**

Supplemental engineering services included Krieger & Stewart assisting the Agency with the preparation of the utility crossing applications for electrical conduits for street lights, traffic signal interconnect lines, and SCE distribution lines required approval from Union Pacific Railroad.

**i. Traffic Signal Revisions Relating to Revised RCTD Standards**

Albert A. Webb Associates was originally retained as a subconsultant by Krieger & Stewart to provide traffic signal design modification services for the Mission Boulevard Revitalization Project, Phase 5 per Amendment 2. RCTD completed revision of their traffic signal requirements under Ordinance 461 in March 2010 and requested all engineers currently working on traffic signal modification plans to revise their plans to reflect the current RCTD adopted Ordinance regardless of the stage of completion.

Supplemental engineering services included: correspondence with RCTD personnel; revisions to Construction Drawings to meet new standards set forth in Ordinance 461 adopted March 2010; additional plan check response and revisions; and revisions to bid items and specifications.

**2. Submittals Review**

Together with our Landscape Subconsultant, RHA Landscape Architects, we will review and approve all materials submittals. We expect submittal documents will be received for traffic signal equipment, irrigation system materials, landscaping and hardscaping materials, storm drain materials, paving materials, base materials, concrete, and all related materials. Once the submittals have been reviewed and approved, they will be signed, dated, and sent to both Agency staff and the contractor.

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**CONSTRUCTION ENGINEERING SERVICES PROPOSAL  
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KRIEGER & STEWART, INCORPORATED**

**SCOPE OF SERVICES**

**3. Preconstruction Meeting and Progress Meetings**

We will conduct the preconstruction meeting which will be attended by Agency staff, Krieger & Stewart's principal in charge, project engineer, and project inspector, the contractor, and representatives of RCTD and RCFC&WCD. The preconstruction meeting will provide all parties with the opportunity to review the Contract Documents prior to starting work. Following said meeting, we will prepare and distribute meeting minutes in memorandum format to all parties that attended the meeting.

In addition, we will conduct monthly progress meetings which will be attended by Agency staff, Krieger & Stewart's project engineer and inspector, the contractor, and representatives of RCTD. Said meetings will be used to discuss project progress, scheduling and coordination efforts, and resolution to construction problems encountered. Following said meeting, we will prepare and distribute meeting minutes in memorandum format to all parties that attended the meeting.

**4. Construction Staking**

We will provide construction staking for the curb and/or curb and gutter and storm drain improvements. We will provide construction stakes at 25-foot intervals for the proposed improvements.

Our survey crew will set the construction stakes at an offset distance requested by the contractor. We will record construction stake information on the cut sheets and mark it in the field, and will then provide copies of the cut sheets to Agency staff and the contractor.

**5. Monument Preservation and Restoration**

We will recover and reference the 10 monuments that have been identified on the Construction Drawings. In addition to those identified, our review of the Construction Drawings indicate approximately 70 positions where survey monuments may be located (e.g. the intersection of a property line with a right-of-way, corner cutbacks, etc.) and may be potentially disturbed or destroyed by construction activities. We will perform research, and if records indicate a monument exists, search for and reference (tie-out) monuments that are recovered.

Should monuments be destroyed or disturbed during construction, we will advise the Agency of the actual number of monuments required to be reset. We will then reset disturbed monuments and file an associated corner record with the Riverside County

**EXHIBIT "A"**

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**SCOPE OF SERVICES**

Surveyor (in accordance with the Professional Land Surveyors Act and Riverside County Surveyor's requirements).

**6. Payment and Change Order Requests**

Each month, we will review the construction payment requests submitted by the contractor for work completed. We will compare the work completed with each payment request to ensure that the quantities and amounts requested reflect the actual work completed. After each request has been reviewed (and revised if necessary), we will approve it and send it to Agency staff for approval and payment within one week of receiving the request. We will also submit a monthly status report with each payment request.

We will review any change order request received to determine if said request is 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 review it with the construction inspector and compare it with field reports for confirmation of materials, equipment, and/or labor involved; we will review same with Agency staff and receive Agency approval prior to preparing and processing the contract change order in a timely manner.

**7. Contract Administration**

Throughout the course of construction, we will respond to inquiries regarding the Contract Documents in order to ensure that the street improvement and related facilities are constructed in compliance with same. Our project manager will work closely with our inspector, the contractor, the Agency and RCTD to promptly address all matters arising during construction. Our construction management activities will include progress review to ensure that the project is proceeding according to schedule, progress review with Agency staff, and related services.

Project progress and any changes during construction will be noted on a set of the project's Contract Documents maintained in our office. If a problem occurs requiring an Agency decision, we will consult with Agency staff. We will attempt to resolve complaints, concerns, and questions from businesses and other affected agencies as they arise.

Through telephone conferences, meetings, and presentations, our project manager will keep Agency staff informed of project progress, problems that occur during construction, and any changes in work.

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**SCOPE OF SERVICES**

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.

**8. Construction Inspection and Site Visits**

We will provide daily construction inspection to verify that the project is progressing in compliance with the Contract Documents. We will provide one full-time inspector at 40 hours per week during construction and RHA will perform periodic site visits as necessary. We will provide site visits by our project engineer or project manager which include weekly construction meetings with Agency staff, the prime contractor, and any affected subcontractors. Based on the daily inspections, site visits, and weekly meetings, we will inform the Agency of the progress and quality of the work being performed as well as any issues requiring attention.

We will also prepare daily field reports which will document all observed project activity, including location of the activity, number of workers present, construction equipment used, inspector present (e.g. RCTD), weather conditions, and construction progress. We will provide said field reports to Agency staff for their review and records.

**9. Final Inspection**

After project construction is essentially complete, members of our project team and Agency staff will field review the project and prepare a construction deficiency list (punch list) of items requiring remedial work. After all deficiencies are corrected, our project engineer will prepare a letter to Agency staff recommending acceptance of the project.

**10. Record Drawings**

Once the project has been completed, we will provide the Agency and RCTD with a complete set of record drawings which will reflect the improvements as constructed; any changes made during project construction will be shown on the record drawings. Said record drawings will be based on data furnished by the public agencies, the contractor, and our daily field reports. We anticipate having to "check out" RCTD's original mylars and perform any changes directly thereto. A set of "record" prints will then be made and provided to the Agency within 60 days of the project's completion.



**EXHIBIT "B"**

**CONSTRUCTION ENGINEERING SERVICES PROPOSAL  
MISSION BOULEVARD REVITALIZATION PROJECT, PHASE 5  
KRIEGER & STEWART, INCORPORATED**

**FEE ESTIMATE**

Our estimated fee for providing the services described in our proposal is indicated on Table 1. As shown thereon, we propose to provide all of the services included in our Scope of Services for a fee not to exceed \$486,400.00, which includes \$10,000.00 for reimbursable expenses. A copy of our 2010 Fee Schedule is also attached, and our fee estimate is based on the rates specified therein. Our fee is subject to negotiation based on clarification or revision of the Scope of Services. The fee set forth on Table 1 is an estimate and may change based on clarifications of the project scope (including construction phasing and/or modifying the project scope).

Please note that our fee estimate is predicated on a number of specific understandings regarding project details and the services required, and that our fees and/or schedule may have to be adjusted in the event that certain additional services are required in order to successfully complete the project. Said understandings include the following:

1. The Contract Work is specified to be completed within 245 calendar days (approximately 35 weeks or about 8 months). We have estimated the required duration for providing Krieger & Stewart's construction engineering services at 39 weeks (commencing with project award), approximately 4 weeks beyond the Contract Completion Date, to accommodate (possible) extensions to the construction schedule that may be required or directed.
2. Construction staking will be scheduled to allow a minimum of one full day of construction staking for each trip to the site. Construction staking will be required for the curb and/or curb and gutter and storm drain improvements. Our estimate is based on providing construction staking at 25-foot intervals for the proposed sewer and at all manholes.

We will, as necessary, reset disturbed monuments and file associated corner record with the Riverside County Surveyor for a lump sum fee of \$1,000 each. For the purposes of this proposal, we have estimated that 20 monuments will have to be reset, including the 10 monuments identified on the Construction Drawings.

3. Contract administration by Krieger & Stewart's principal-in-charge will require a maximum (average) of 2 hours per week during the construction period (39 weeks). Contract administration by Krieger & Stewart's project engineer will require a maximum (average) of 12 hours per week during the construction period (39 weeks). General administration assistance by RHA will require a maximum of 24 hours.
4. Construction inspection by Krieger & Stewart's project inspector will require 40 hours per week during the construction period (39 weeks). RHA will provide up to 22 site visits as follows: preconstruction meeting (1), hardscape layout and forming review (3), irrigation installation and coverage review (4), plant material selection and spotting review (6), pre-final and final

**EXHIBIT "B"**

**CONSTRUCTION ENGINEERING SERVICES PROPOSAL  
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KRIEGER & STEWART, INCORPORATED**

**FEE ESTIMATE**

acceptance (2), landscape maintenance (3), contingency observations (2), and warranty review (1).

5. We will conduct monthly progress meetings (8 total).

For our construction engineering services, our fee estimate is 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.

ERB/blt/jcb  
807-32P1-CONST PRO

**EXHIBIT "B", TABLE 1**

2010 FEE SCHEDULE	
(1) PRINCIPAL ENGINEER I	② \$180 Hr
(2) ASSOCIATE ENGINEER II	② \$140 Hr
(3) ASSOCIATE ENGINEER I / SURVEYOR II	② \$140 Hr
(4) CONSTRUCTION INSPECTOR	② \$100 Hr
(5) SENIOR OPERATOR II	② \$109 Hr
(6) SENIOR SECRETARY II	② \$78 Hr
(7) 2-MAN CREW	② \$260 Hr
(8) RHA LANDSCAPE ARCHITECTS	

**KRIEGER & STEWART**  
S. 1000 CANTON ST. NEW YORK, N. Y.

**FEE SCHEDULE  
2010**

<b>CLASSIFICATION</b>	<b>RATES \$/Hr.</b>
<b>Consulting, Design, Construction, Engineering, Environmental, Geologic, and Surveying Services (Office)</b>	
Consultant	240.00
Principal III	220.00
Principal II	200.00
Principal I	180.00
Senior III	170.00
Senior II	160.00
Senior I	150.00
Associate III	145.00
Associate II	140.00
Associate I	135.00
Staff III	130.00
Staff II	115.00
Staff I	100.00
Technician III	85.00
Technician II	80.00
Technician I	75.00
<b>Forensic Services</b>	
Principal Expert:	
Testimony, Deposition, and Trial	350.00
Investigation and Preparation	250.00
Associate Expert:	
Testimony, Deposition, and Trial	250.00
Investigation and Preparation	225.00
<b>Computer Aided Design Services</b>	
Senior Operator III	115.00
Senior Operator II	109.00
Senior Operator I	103.00
Staff Operator III	98.00
Staff Operator II	89.00
Staff Operator I	84.00
<b>Surveying Services (Field)</b>	
2 Man Crew with Standard Equipment and Survey Truck	260.00
1 Man Crew with Standard Equipment and Survey Truck	225.00
<b>Construction Services (Field)</b>	
Engineer	130.00
Inspector	
Regular Time	100.00
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 (Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the Day After, Christmas Day)	147.00

**FEE SCHEDULE  
2010  
(continued)**

<b>CLASSIFICATION</b>	<b>RATES \$/Hr.</b>
<b>Support Services</b>	
Senior Secretary II	79.00
Senior Secretary I	75.00
Staff Secretary II	70.00
Staff Secretary I	62.00
Utility Clerk II	58.00
Utility Clerk I	55.00
<b>Outside Services</b>	
Special Consultants and Purchased Services	Cost + 15%
<b>Reimbursable Expenses</b>	
Vehicle Mileage	0.72 \$/Mile
Travel and Subsistence, including Air Fare, Ground Fare, and Vehicle Parking	Cost
Specialized Renal Equipment	Cost
Copies, Delivery, Postage, Prints, Telephone, and Sundry Charges	Cost

The above rates are subject to change on or about January 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.

2010-FEES (01/13/2010)