

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



704C

SUBMITTAL DATE:
April 14, 2011

FROM: Redevelopment Agency

SUBJECT: Thermal Street Improvement Project

RECOMMENDED MOTION: That the Board of Directors:

1. Make the following findings in accordance with Health & Safety Code Section 33445:
 - a) The Thermal Street Improvement Project will benefit the Desert Communities Project Area (DCPA) by enhancing traffic circulation and helping to eliminate blighting conditions due to lack of pedestrian facilities and accessibility within the DCPA;
 - 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;
 - c) The payment of the funds for the cost of the project is consistent with the Implementation Plan for the DCPA, which calls for the construction of infrastructure improvements such as road improvements as vital for the community;

(Continued)

Robert Field

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 273,890	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: Yes

SOURCE OF FUNDS: Redevelopment Agency Capital Improvement Funds- Desert Communities Project Area	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature *Elizabeth J. Olson*
BY: Elizabeth J. Olson

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong*
 SAMUEL WONG, Departmental Controller
 DATE: 5/5/11
 FORM APPROVED COUNTY COUNSEL
 BY: *Marshall Victor*
 MARSHALL VICTOR

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

RECOMMENDED MOTION: (Continued)

2. Approve the Plans and Specifications for the Thermal Street Improvement Project;
3. Authorize the Clerk of the Board to advertise the Notice Inviting Bids; and
4. Ratify and authorize the Chairman of the Board to sign the Engineering Services Agreement between the Redevelopment Agency and KOA Corporation in the amount of \$273,890.

BACKGROUND: On July 21, 2009, the Board of Directors adopted the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, made findings in accordance with Health & Safety Code Section 33445, and approved the Thermal Water, Sewer, and Road Improvement Project. This component of the larger project is for the installation of curb, gutter, sidewalk, and street paving within the Thermal Town Site. Currently only half the community has curb, gutter, and sidewalk. This project will also include some utility relocations and upgrades as necessary for the community.

The road improvements have been separated into two phases. One phase will include the Airport Boulevard and Polk Street improvements. The other phase is the Town Site Project. The second phase of the road project, which is the Airport Boulevard and Polk Street segments, will be brought before the Board of Directors at a later date.

The funding for the Thermal Street Improvement Project will come from Redevelopment Agency Capital Improvement Funds-Desert Communities Project Area and will not impact the county's general fund. The actual cost of the project will not be known until the construction bids are received, but the engineer's estimate is \$1,540,800.

In compliance with the California Environmental Quality Act, an environmental assessment of the impacts of the construction of all the improvements, including the town street improvements was conducted. Based on Initial Study number RDA/CEQA 2009-08, a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program were prepared and adopted by the Board of Directors.

The attached agreement for engineering services is for continuing services to a previous agreement awarded through a Request for Proposals (RFP) to KOA Corporation. The original agreement has expired and a new agreement is required to complete services needed for the installation of both phases of the road improvements. These services are all part of the same RFP process. Counsel has reviewed and approved as to form.

The plans and specifications have been reviewed by Riverside County Transportation Department and agency counsel has approved as to form, therefore, agency staff recommends that the Board make the findings, approve the plans and specifications for the Thermal Street Improvement Project, authorize the Clerk of the Board to advertise Notice Inviting Bids, and ratify and execute the attached agreement.

Attachments:
Area Map
Plans
Specifications
Notice Inviting Bids
Consulting Services Agreement (3)

1 welfare of the residents and businesses within the Project Area;

2 **WHEREAS**, the planned Project will benefit the project area by eliminating
3 certain conditions of blight stemming from the need for adequate public facilities which
4 impede economic development and redevelopment within said Project Area; and

5 **NOW, THEREFORE**, in consideration of the covenants, conditions, and
6 provisions herein contained, it is mutually agreed as follows:

7 **SECTION 1. PURPOSE.** This Agreement is hereby entered into by and
8 between the Engineer and the Agency for the purpose of providing design services
9 regarding the construction of the Project. The services to be provided by the Engineer
10 are described in detail in Exhibit A, attached hereto and incorporated herein by this
11 reference.

12 **SECTION 2. ENGINEER'S COMPENSATION AND METHOD OF PAYMENT.**

13 The Engineer's compensation shall not exceed Two Hundred Seventy Three Thousand
14 Eight Hundred Ninety Dollars (\$273,890.00) for all professional services provided in
15 Exhibit A, in accordance with fees in Exhibit B which are both attached hereto and
16 made a part hereof by this reference. The Engineer shall invoice the Agency on a
17 monthly basis utilizing a format acceptable to the Agency. Each invoice shall include a
18 status report which identifies the approximate percentage of work completed in each
19 engineering services task component of the Project identified in Exhibit A and Exhibit
20 B. Agency shall pay all invoices within 30 days of receipt.

21 **SECTION 3. TIME OF PERFORMANCE.** The Engineer agrees that it will
22 diligently and responsibly pursue the performance of the services required of it
23 pursuant to this Agreement, and will complete the specified services no later than April
24 29, 2012.

25 **SECTION 4. ADDITIONAL SERVICES.** Additional services shall include any
26 services which are not specifically prescribed in Exhibit A hereto, or which are
27 considered to be optional, or which are not required in order to complete the Project as
28 specified in Exhibit A. Additional services shall include any services which will result in

1 additional or unforeseen fees to be billed to the Agency in the performance of the
2 services prescribed herein.

3 4.1 The Engineer shall not perform any additional services until receiving written
4 notice to proceed from the Agency.

5 4.2 In the event that the Agency directs the Engineer to provide services
6 constituting additional services, the Agency shall compensate the Engineer in an
7 amount mutually agreed upon by the Parties in the form of a written amendment
8 hereto, prior to commencement of said additional services and in accordance with
9 Exhibit B which is attached hereto and made a part hereof by this reference.

10 **SECTION 5. AMENDMENTS AND MODIFICATIONS.** It is agreed that the
11 rights, interest, understandings, agreements and obligations of the respective parties
12 pertaining to the subject matter of this AGREEMENT may not be amended, modified or
13 supplemented in any respect except by a subsequent written instrument evidencing the
14 express written consent of each of the parties hereto and duly executed by the parties.

15 **SECTION 6. SEVERABILITY.** The invalidity of any provision in this Agreement
16 as determined by a court of competent jurisdiction shall in no way affect the validity of
17 any other provision hereof.

18 **SECTION 7. COOPERATION BY AGENCY.** All information, data, reports,
19 records, and maps as exist and are available to the Agency, and which are necessary
20 for providing the services described herein, shall be furnished to the Engineer as
21 appropriate to facilitate, without undue delay, the work to be performed under this
22 Agreement.

23 **SECTION 8. STANDARDS OF PERFORMANCE.** The Engineer shall comply
24 with all applicable federal, state, and local laws, regulations, ordinances, and codes
25 while performing the services described herein.

26 **SECTION 9. DESIGNATED REPRESENTATIVES.** The following individuals
27 are hereby designated as representatives of the Agency and the Engineers, to act as
28 liaison between the Parties:

1 **Agency**

Engineer

2 Joaquin Tijerina, Project Manager

Mujib Ahmed, PE

3 Redevelopment Agency

KOA Corporation

4 for the County of Riverside

3190 C Shelby Street

5 44-199 Monroe, Suite B

Ontario, CA 91764

6 Indio, CA 92201

909/890-9693

7 760/863-2552

909/890-9694 facsimile

8 760/863-2551 facsimile

9 Any change in designated representatives shall be promptly reported to the other party
10 in order to ensure proper coordination of the Project.

11 **SECTION 10. DOCUMENTS.** The Agency acknowledges that the Engineer's
12 reports, drawing, specifications, field data, field notes, laboratory test data,
13 calculations, estimates and other similar documents are instruments of professional
14 service, not products. Although ownership of such documents normally is retained by
15 the Engineer they nonetheless shall in this instance become upon their creation the
16 property of the Agency whether the project is constructed or not. The Agency may use
17 the design documents and the designs depicted in them, without the Engineer's
18 consent, in connection with the project, including, without limitation, future additions,
19 alterations, connections, repairs, information, reference, use or occupancy of the
20 project. Any reuse of the documents by Agency without the written consent of the
21 Engineer shall be at Agency's sole risk and without liability or legal exposure to the
22 Engineer, and Agency shall indemnify and hold the Engineer harmless from any claims
23 or losses arising out of such use of the design documents by the Agency.

24 **SECTION 11. PERSONNEL AND ASSIGNMENT.** The Engineer represents
25 that it has all personnel required to perform the work under this Agreement or will
26 subcontract for necessary services. The Engineer's personnel shall not be employed
27 by, nor have any direct contractual relationship with, the Agency. All services required
28 hereunder shall be performed by the Engineer, its employees, or personnel under

1 direct contract with the Engineer or sub consultants; it being specifically provided,
2 however, that the Engineer shall not assign or subcontract the performance of this
3 Agreement nor any part thereof without the prior written consent of the Agency.

4 **SECTION 12. NON-DISCRIMINATION REQUIREMENTS.** The Agency shall
5 ensure that the Project contains appropriate covenants that there shall be no
6 discrimination against or segregation of any person, or group of persons, on account of
7 sex, marital status, race, religion, color, creed, national origin, or ancestry in the sale,
8 lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Project
9 contemplated by this Agreement, and that any consultant, contractor, subcontractor, or
10 person claiming under or through the Engineer shall not establish or permit any such
11 practice or practices of discrimination or segregation.

12 **SECTION 13. LEGAL REVIEWS.** The Agency may, in its sole and exclusive
13 discretion, conduct reviews to determine the legal sufficiency of any and all documents
14 prepared by the Engineer, by or through the Office of Riverside County Counsel.

15 **SECTION 14. AUTHORITY OF ENGINEER.** The Engineer, its officers, agents,
16 employees, contractors, and subcontractors shall act in an independent capacity during
17 the term of this Agreement and not as officers, employees, or agents of the Agency.
18 The Engineer, its officers, agents, employees, contractors, and subcontractors shall not
19 have any authority whatsoever to contract for or on behalf of, or incur obligations on
20 behalf of, the Agency.

21 **SECTION 15. TERMINATION.** Either party may terminate this Agreement
22 upon thirty (30) days written notice to the other party; said notification shall be sent
23 pursuant to SECTION 16 hereof. In the event of such termination, the Engineer shall
24 be compensated for all services performed and expenses incurred up to the date of
25 receipt of an official notice of such termination. Upon termination by either party, the
26 Engineer shall submit to the Agency all materials, drawings, and reports, including any
27 uncompleted work. Compensation shall be paid within thirty (30) days of termination.
28

1 **SECTION 16. NOTICES OF TERMINATION.** Notice of termination by the
2 Agency to the Engineer shall be deemed delivered if sent by certified mail, return
3 receipt requested, to the individual representing the Engineer at the address set forth in
4 SECTION 9 hereof. Notice by the Engineer to the Agency shall be deemed delivered if
5 sent by certified mail, return receipt requested, to the individual representing the
6 Agency at the address set forth in SECTION 9 hereof.

7 **SECTION 17. CONFLICT OF INTEREST.** The Engineer represents and
8 agrees that the Engineer has not employed any person to solicit or procure this
9 Agreement, and has not made, and will not make, any payment or any agreement for
10 the payment of any commission, percentage, brokerage fees, contingent fees, or other
11 compensation in connection with the procurement of this Agreement.

12 **SECTION 18. LIABILITY.**

13 18.1 The Engineer has total responsibility for the accuracy and completeness of
14 all data, plans, drawings, specifications, and estimates prepared for this Project, and
15 shall check all such material accordingly. The data, plans, drawings, specifications,
16 and estimates will be reviewed by the Agency; however, the responsibility for accuracy
17 and completeness of such items remains solely that of the Engineer.

18 18.2 The plans, designs, estimates, calculations, reports, and other documents
19 furnished in accordance with Exhibit A shall: a) meet all applicable criteria for
20 acceptance; b) be well organized, technically and grammatically correct, checked, and
21 of neat appearance; and c) identify the preparer and checker. The minimum standard
22 of appearance, organization, and contents of the items furnished shall be similar to
23 comparable documents produced by and for the Agency.

24 18.3 For completed and ongoing improvements, the page identifying preparers
25 of engineering reports and/or the title sheet for specifications and each sheet of plans
26 shall bear the professional seal, certificate number, registration classification,
27 expiration date of the certificate, and signature of the professional engineer(s)
28 responsible for their preparation.

1 **SECTION 19. INSURANCE.** Without limiting or diminishing Engineer's
2 obligation to indemnify and hold the AGENCY harmless, Engineer shall procure and
3 maintain or cause to be maintained, at its sole cost and expense, the following
4 insurance coverage during the term of this Agreement:

5 19.1 Workers' Compensation: If Engineer has employees as defined by the
6 State of California, Engineer shall maintain statutory Workers' Compensation Insurance
7 (Coverage A) as prescribed by the laws of the State of California. Policy shall include
8 Employers' Liability (Coverage B) including Occupational Disease with limits not less
9 than one million dollars (\$1,000,000) per person per accident. The policy shall be
10 endorsed to waive subrogation in favor of the Agency, and, if applicable, to provide a
11 Borrowed Servant/Alternate Employer Endorsement.

12 19.2 Commercial General Liability: Commercial General Liability insurance
13 coverage, including but not limited to, premises liability, contractual liability, products
14 and completed operations liability, personal and advertising injury, and cross liability
15 coverage, covering claims which arise from or out of Engineer operations, or the
16 performance of its obligations hereunder. Policy shall name, by Policy Endorsement,
17 the Agency, the County of Riverside, its Districts, Special Districts, their respective
18 directors, officers, Board of Directors or Supervisors, employees, elected or appointed
19 officials, agents or representatives as Additional Insured. Policy's limit of liability shall
20 not be less than two million dollars (\$2,000,000) per occurrence combined single limits.
21 If such insurance contains a general aggregate limit, it shall apply separately to this
22 Agreement or be no less than two (2) times the occurrence limit. Policy shall also
23 contain coverage for five thousand dollars (\$5,000) Medical Payments per accident,
24 per person, and Fire Legal Liability in an amount not less than fifty thousand dollars
25 (\$5,000).

26 19.3 Vehicle Liability: If vehicles or mobile equipment are used in the
27 performance of the obligations under this Agreement, then Engineer shall maintain
28

1 liability insurance for all owned, non-owned or hired vehicles so used in an amount not
2 less than one million dollars (\$1,000,000) per occurrence combined single limit. If such
3 insurance contains a general aggregate limit, it shall apply separately to this
4 Agreement or be no less than two (2) times the occurrence limit. Policy shall name the
5 Agency, the County of Riverside, its Districts, Special Districts, their respective
6 directors, officers, Board of Directors or Supervisors, employees, elected or appointed
7 officials, agents or representatives as Additional Insured.

8 19.4 Property (Physical Damage): All-Risk personal property insurance
9 coverage for the replacement value of all Engineer's equipment, systems, structures
10 and improvements/alterations if any (Care, Custody, and Control of Engineer) used on
11 Agency or County premises, or used in any way connected with the accomplishment of
12 the work or performance of services under this Agreement.

13 19.5 Professional Liability: Engineer shall maintain Professional Liability
14 Insurance providing coverage for performance of work included within the Agreement,
15 with a limit of liability of not less than one million dollars (\$1,000,000) per occurrence
16 and two million dollars (\$2,000,000) annual aggregate. If Engineer's Professional
17 Liability Insurance is written on a claims-made basis (Project Specific) rather than an
18 occurrence basis, such insurance shall continue through the term of this Agreement.
19 Upon termination of this Agreement, or the expiration or cancellation of the claims
20 made insurance policy, Engineer shall purchase at its sole expense either 1) an
21 Extended Reporting Endorsement (also known as Tail Coverage), or 2) Prior Dates
22 Coverage from a new insurer with a retroactive date back to the date of, or prior to, the
23 inception of this Agreement, or 3) demonstrate through Certificates of Insurance that
24 Engineer has maintained continuous coverage with the same or original insurer.
25 Coverage provided under items 1), 2), or 3) will continue for a period of five (5) years
26 beyond the termination of this Agreement.

27 19.6 General Insurance Provisions - All lines:

28 19.6.1 Any insurance carrier providing insurance coverage hereunder

1 shall be admitted to the State of California unless waived, in writing, by Agency's Risk
2 Manager. Carrier(s) shall have an A. M. BEST rating of not less than A: VIII (A:8)
3 unless such requirements are waived, in writing, by the Agency's Risk Manager. If the
4 Agency's Risk Manager waives a requirement for a particular insurer such waiver is
5 only valid for that specific insurer and only for one policy term.

6 19.6.2 Engineer's insurance carrier(s) must declare its insurance self-
7 insured retentions. If such self-insured retentions exceed \$500,000 per occurrence
8 such retentions shall have the prior written consent of the Agency's Risk Manager
9 before the commencement of operations under this Agreement. Upon notification of
10 self insured retention unacceptable to the Agency, and at the election of the Agency's
11 Risk Manager, Engineer's carriers shall either; 1) reduce or eliminate such self-insured
12 retention as respects this Agreement with the Agency, or 2) procure a bond which
13 guarantees payment of losses and related investigations, claims administration, and
14 defense costs and expenses.

15 19.6.3 Engineer shall cause its insurance carrier(s) to furnish the Agency
16 with either 1) a properly executed original Certificate(s) of Insurance and certified
17 original copies of endorsements effecting coverage as required herein, or 2) if
18 requested to do so orally or in writing by the Agency's Risk Manager, provide original
19 Certified copies of policies including all endorsements and all attachments thereto,
20 showing such insurance is in full force and effect. Further, said Certificate(s) and
21 policies of insurance shall contain the covenant of the insurance carrier(s) that thirty
22 (30) days written notice shall be given to the Agency prior to any material modification,
23 cancellation, expiration or reduction in coverage of such insurance. In the event of a
24 material modification, cancellation, expiration, or reduction in coverage, this Agreement
25 shall terminate forthwith, unless the Agency receives, prior to such effective date,
26 another properly executed original Certificate of Insurance and original copies of
27 endorsements or certified original policies, including all endorsements and attachments
28 thereto evidencing coverage's set forth herein and the insurance required herein is in

1 full force and effect. **Engineer shall not commence operations under this**
2 **Agreement until the Agency has been furnished original Certificate(s) of**
3 **Insurance and certified original copies of endorsements or policies of insurance**
4 **including all endorsements and any and all other attachments as required in this**
5 **SECTION. The original endorsements for each policy and the Certificate of**
6 **Insurance shall be signed by an individual authorized by the insurance carrier to**
7 **do so, on its behalf.**

8 19.6.4 It is understood and agreed to by the parties hereto that the
9 Engineer's insurance shall be construed as primary insurance, and the Agency's
10 insurance and/or deductibles and/or self-insured retention's or self-insured programs
11 shall not be construed as contributory.

12 19.6.5 If, during the term of this Agreement or any extension thereof, there
13 is a material change in the scope of services; or, there is a material change in the
14 equipment to be used in the performance of the scope of services which will add
15 additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term
16 of this Agreement, including any extensions thereof, exceeds five (5) years, the Agency
17 reserves the right to adjust the types of insurance required under this Agreement and
18 the monetary limits of liability for the insurance coverage's currently required herein; if,
19 in the Agency Risk Manager's reasonable judgment, the amount or type of insurance
20 carried by Engineer has become inadequate.

21 19.6.6 Engineer shall pass down the insurance obligations contained herein
22 to all tiers of subcontractors working under this Agreement.

23 19.6.7 The insurance requirements contained in this Agreement may be met
24 with a program(s) of self-insurance acceptable to the Agency.

25 19.6.8 Engineer agrees to notify Agency of any claim by a third party or any
26 incident or event that may give rise to a claim arising from the performance of this
27 Agreement.

1 **SECTION 20. WAIVER OF PERFORMANCE.** No waiver by the Agency at any
2 time of any of the terms and conditions of this Agreement shall be deemed or
3 construed as a waiver at any time thereafter of the same or of any other terms or
4 conditions contained herein or of the strict and timely performance of such terms and
5 conditions.

6 **SECTION 21. INDEMNIFICATION.**

7 21.1 The Engineer agrees to and shall indemnify and hold harmless the County
8 of Riverside, its Agencies, Districts, Departments and Special Districts, their respective
9 directors, officers, Board of Supervisors, elected and appointed officials, employees,
10 agents and representatives (hereinafter individually and collectively referred to as
11 "Indemnitees") from all liability, including, but not limited to loss, suits, claims,
12 demands, actions, or proceedings caused by any alleged or actual negligence,
13 recklessness, willful misconduct, errors or omissions of Engineer, its directors, officers,
14 partners, employees, agents, or representatives or any person or organization for
15 whom Engineer is responsible, arising out of or from the performance of services under
16 this Agreement. To the extent a loss, suit, claim, demand, action, or proceeding is
17 based on actual or alleged acts or omissions of Engineer which are not design
18 professional services, Engineer shall indemnify Indemnitees whether or not Engineer is
19 negligent.

20 21.2 The duty to indemnify does not include loss, suits, claims, demands,
21 actions, or proceedings caused by actual negligence of Indemnitees; however, any
22 actual negligence of Indemnitees will only affect the duty to indemnify for the specific
23 act found to be negligence, and will not preclude a duty to indemnify for any act or
24 omission of Engineer.

25 21.3 Engineer shall defend and pay, at its sole expense, all costs and fees,
26 including but not limited to attorney fees, cost of investigation, and defense, in any loss,
27 suits, claims, demands, actions, or proceedings based or alleged to be based on any
28 act or omission of Engineer arising out of or from the performance of services under

1 this contract. The duty to defend applies to any alleged or actual negligence,
2 recklessness, willful misconduct, error or omission of Engineer. The duty to defend
3 shall apply whether or not Engineer is a party to the lawsuit, and shall apply whether or
4 not Engineer is directly liable to the plaintiffs in the lawsuit. The duty to defend applies
5 even if Indemnitees are alleged or found to be actively negligent, unless the act or
6 omission at issue was caused by the sole active negligence of Indemnitees.

7 21.4 The specified insurance limits required in this Agreement shall in no way
8 limit or circumscribe Engineer's obligations to indemnify and hold harmless the
9 Indemnitees from third party claims.

10 21.5 In the event there is conflict between the indemnity and defense provisions
11 and California Civil Code Sections 2782 and 2782.8, the indemnity and defense
12 provisions shall be interpreted to comply with Civil Code sections 2782 and 2782.8.

13 **SECTION 22. PARAGRAPH HEADINGS.** The paragraph headings herein are
14 for the convenience of the parties only, and shall not be deemed to govern, limit,
15 modify, or in any manner affect the scope, meaning, or intent of the provisions or
16 language of this Agreement.

17 **SECTION 23. ENTIRE AGREEMENT.** This Agreement shall constitute the
18 entire agreement between the parties. Any clarification necessary to this Agreement
19 shall be in writing and acknowledged by all parties to this Agreement.

20 //
21 //
22 //

23 END OF AGREEMENT
24 SIGNATURES ON FOLLOWING PAGE
25
26
27
28

1 IN WITNESS WHEREOF, the Agency and the Engineer have executed this
2 Agreement as of the date first above written.

3
4 **REDEVELOPMENT AGENCY FOR**
5 **THE COUNTY OF RIVERSIDE**

KOA, CORPORATION

6
7
8 _____
9 Marion Ashley, Chairman
10 Board of Directors

_____ Jimmy Lin, President

11
12 **ATTEST:**

13 Kecia Harper-Ihem, Clerk of the Board
14
15

16
17 BY: _____
18 Deputy
19

20
21 **APPROVED AS TO FORM:**

22 Pamela J. Walls, County Counsel
23
24

25 BY: Marsha L Victor 5/5/11
26 Deputy
27
28

EXHIBIT A
SCOPE OF WORK
Thermal Street Improvement Project

Description: Several changes required by regulatory agencies and coordination with other public and private projects within project area have necessitated additional work by Consultant for Project. The following tasks will be completed in support of the Project:

Task 1) Coordination with Agencies, Private Developers and Consultants

There are a number of major projects underway along Airport Boulevard, Polk Street and the Thermal Town site and their vicinity. These projects include the Thermal Sheriff Station and Aviation Facility, Thermal Fire Station, Agricultural Irrigation and Drain lines replacement in Airport Boulevard, Coachella Valley Water District waterline relocations in the Thermal Town site, Thermal Water and Sewer Line installations, Riverside County Transportation Department's (RCTD) Grade Separation Project on Airport Boulevard and the private development of 152 acre industrial development known as the Desert City Industrial Park. KOA has spent considerable time coordinating with consultants and agencies involved in these project. The Redevelopment Agency for the County of Riverside (RDA) anticipates further significant coordination in the form of meetings, sharing of information and plans and specifications will be required to accomplish planned outcome and meet requirements. Specific subtasks for this project will include the following:

- a) Coordination with other consultants and agencies
- b) Prepare and share specific plans for the project area with all parties
- c) Coordinate with RCTD for the grade separation project and adjust plans

Task 2) Redesign Airport Road to meet evolving needs

This task takes into consideration multiple changes required to the roadway plan and profile design to address the changing mitigations for drainage design and to meet the needs of other projects along Airport Boulevard corridor. KOA had made major revisions to the vertical design by incorporating the drainage concerns as relayed by RCTD. Changes to proposed widening just east of Harrison Street is required to minimize impacts to parcels on north side of Airport Boulevard where homes are within future right of way have been discussed and will be incorporated into design. Additionally, RCTD has also requested changes to the proposed widening of Airport Boulevard and Highway 111 in consideration of the RCTD's Grade Separation Project at east limit of project area. RCTD's Grade Separation Project is design phase and changes to alignment of Airport Boulevard and Polk Street at connection point need to be incorporated now to allow for smooth transition of roadway. It's anticipated that all these changes will require a considerable amount of work to redesign the entire 2.6 miles of the roadway. Specific subtasks for this project will include:

- a) Make modifications to the Airport Boulevard and Polk Street Plan
- b) Revise Vertical Profiles for the entire length of the roadways
- c) Modify changes on the eastern end to match the grade separation project

Task 3) Change datum to reflect vertical data in positive numbers

There has been an issue raised concerning the conversion of negative elevations to positive for the entire project. KOA will use the same datum as others and convert the design data to conform to the new datum. This would require complete revisions to all plans completed so far. Specific subtasks for this project include:

- a) Coordinate datum to relate with other projects.
- b) Modify plans to reflect the new datum.

Task 4) Hydraulic and Drainage Study

The scope of the drainage design has expanded beyond the original estimate. Numerous meetings have been held and the assumptions have been modified by RCTD. Drainage design revisions are required to address method of taking runoff from the north to south side of Airport Boulevard. It's anticipated that RCTD will have further comments on the drainage design. Drainage design plans will also have to be revised according to the instructions received from RCTD. KOA will work with the county to obtain an agreement on the drainage design. Specific subtasks will include:

- a) Revising the Drainage Study
- b) Coordination Meetings
- c) Changes to roadway drainage design

Task 5) Separating road improvements into separate bid packages

RDA desires to separate the project into two phases; Thermal Town Streets and Airport Boulevard and Polk Street. The first phase includes completion of construction documents for the streets located in the Town of Thermal. Interim connection to Polk and Airport Road was incorporated in Town Street Project and will be modified to its ultimate configuration once the construction of Airport Boulevard and Polk Street is initiated. This task will develop bid package for the Airport Boulevard and Polk Street segment of the project. Specific subtasks will include:

- a) Define the limits of the bid package
- b) Prepare separate bid package for Airport Boulevard and Polk Street
- c) Provide bidding assistance for Airport Boulevard and Polk Street phase

Task 6) Vic Higgins Drive Engineering and Design

RDA desires to widen Vic Higgins Drive which is the main entry into Jacqueline Cochran Regional Airport (JCRA) from Airport Boulevard with one additional drive lane in each direction. Specific subtasks and scope activities include:

- a) Surveying and Mapping: Base map will be prepared for this portion of road and all subsurface utilities will also be identified.

- b) Geotechnical Investigation. This will consist of four borings along the project length two on each side for determining the soil conditions and pavement section design. A geotechnical report will be prepared summarizing the results of lab tests and analysis.
- c) Preliminary Design: Preliminary Plans will be prepared to the 35% level for review and approval.
- d) Final Plans Specifications and Estimate: After the preliminary plans are approved KOA will begin preparing the final plans specification and estimate. This work will be done under the assumption that the project will be bid for construction at the same time as the Airport Boulevard and Polk Street improvements.

Task 7) Engineering and Design for electrical upgrade for JCRA:

Due to improvements planned along Airport Boulevard between Harrison Street and Polk Street undergrounding of overhead electrical distribution lines was included in original project. Now an upgrade to the electrical distribution lines entering JCRA is needed for development of new hangers prior to construction of road improvements. Therefore a separate bid package must be prepared for the undergrounding of all the electrical lines on Airport Boulevard and onto JCRA. The design will be for underground distribution lines per Imperial Irrigation District (IID) requirements onto JCRA to replace existing substandard overhead lines. The construction detail for the buried distribution lines will be per IID requirements and plan sheets will be prepared accordingly. KOA will also assemble special provisions in consultation with IID staff for bid package. Specific subtasks for this work will include:

- a) Project coordination with IID
- b) Meet with IID and RDA staff during the project development phase
- c) Plan and detail for underground distribution lines
- d) Quantities, Cost Estimate and Specifications as separate stand alone bid package

Task 8) Project Management and Administration

The addition of new tasks noted above additional project management and administration effort including coordinating will be necessary through project completion. Additionally, more management time will be required due to addition of Vic Higgins Drive into Project contract. The following specific subtasks will be included:

- a) Managing project team and sub consultants.
- b) Coordination and progress meetings including preparing minutes.

Task 9) Credit for Construction Support Services Deleted from Scope:

Originally when the project was executed a contract for providing construction supervision services that were included in the agreement was been deleted from the contract. To reflect the credit it has been included in the design work to be performed which will reflect \$158,230 credit from this Scope of Work.

EXHIBIT B

THERMAL STREET IMPROVEMENT PROJECT

Fee for Additional Design Tasks

TASKS	Project Principal \$200	Project Manager \$180	Project Engineer \$140	Drainage Engineer \$120	CAD Technician \$90	Contr. Mgr. \$180	Admin. Assist. \$60	Surveying Mapping	Geotech Material Testing	Land-scaping	TOTAL COST
1 Coordination with Agencies, Private Developers, and Consultants											
a) Coordination with EDA Consultants		12	16	24	4		4				\$ 7,880.00
b) Prepare and share specific plans for the project area.		8	24	12	24		8				\$ 8,880.00
c) Coordinate with RCTD for the grade separation project		2	16	8	4		4				\$ 4,160.00
Subtotal		22	56	44	32		16	\$0		\$0	\$ 20,920.00
2 Redesign Airport Boulevard to meet evolving needs											
a) Make modifications to the Airport Road Plan	4	64	96		160		24			\$3,000	\$ 44,600.00
b) Revise Vertical Profiles for the entire length of the roadway	8	96	96	64	160		24				\$ 55,840.00
c) Modify changes on the eastern end to match the grade separation project	4	24	40	24	64		8				\$ 19,840.00
Subtotal	16	184	232	88	384		56	\$0		\$3,000	\$ 120,280.00
3 Change datum to reflect vertical data in positive numbers											
a) Coordinate datum to relate with other projects	2	8	16	8	40		8				\$ 9,120.00
b) Modify plans to reflect the new datum.	4	16	32	8	96		8				\$ 17,280.00
Subtotal	6	24	48	8	136		16	\$0		\$0	\$ 26,400.00
4 Hydraulic and Drainage Study											
a) Revising the Drainage Study	2	2	8	24	4		2				\$ 4,840.00
b) Coordination Meetings	2	16	32	40	16		2				\$ 14,120.00
c) Changes to the roadway drainage design	4	12	48	80	80		2				\$ 26,600.00
Subtotal	6	30	88	144	100		6	\$0		\$0	\$ 45,560.00
5 Separating road improvements into separate bid packages											
a) Define the limits of the bid package	4	8	16				16				\$ 5,440.00
b) Prepare separate bid packages.	8	48	96	24	120		24		\$3,000	\$3,000	\$ 41,800.00
Subtotal	12	56	112	24	120		40	\$0	\$0	\$0	\$ 47,240.00
6 Vic Higgins Drive Engineering and Design											
Surveying and Mapping:	1	2	4		6		2	\$15,000			\$ 16,780.00
Geotechnical Investigation:	1	2	4				2		\$10,000		\$ 11,240.00
Preliminary Design:	2	12	40	8	64		8				\$ 15,360.00
Environmental Clearance:		1	2				2				\$ 580.00
Final Plans Specifications and Estimate	4	24	64	12	80		24				\$ 24,160.00
Subtotal	8	41	114	20	160		38	\$15,000	\$10,000		\$ 66,120.00
7 Engineering and Design for electrical upgrade for JCRA											
a) Coordination with IID through Riverside County EDA	4	24	16	16	4		4				\$ 9,880.00
b) Meeting with IID		24	16	8			4				\$ 7,760.00
c) Plan and details	8	40	80	16	80		16				\$ 30,080.00
d) Quality, Cost Estimates and Special Provisions	2	8	16	8			12				\$ 5,760.00
e) Construction Support Services		4	8	12	16		16				\$ 5,680.00
Subtotal	14	100	136	60	100		52				\$ 99,180.00
8 Project Management and Administration											
a) Managing project team and sub consultants	4	40	24	4			12				\$ 12,560.00
b) Coordination and progress meetings including preparing minutes	6	80	40	16			16				\$ 24,080.00
Subtotal	10	120	64	20	0	0	28	\$0	\$0	\$0	\$ 36,640.00
9 Credit for Construction Support Services Deleted from Scope											
a) Construction Management for Original Agreement											\$158,230
Reimbursables											
1. Reports and Printing and Mylars											\$ 5,000.00
2. Mileage											\$ 2,800.00
TOTAL HOURS	72	577	850	408	1022	0	262				\$ 273,890.00
TOTAL COST	\$14,400	\$103,860	\$119,000	\$48,960	\$91,980	\$0	\$15,120	\$15,000	\$10,000	\$6,000	\$ 273,890.00