

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

225C



FROM: Redevelopment Agency

SUBMITTAL DATE:
June 16, 2011

SUBJECT: Rubidoux Area II Street and Drainage Improvement Project – Findings & Project Award

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 Rubidoux Area II Street and Drainage Improvement Project is of primary benefit to the Jurupa Valley Redevelopment Project Area by helping to eliminate blight within the project area through constructing and improving drainage and sidewalks, streets, curb, and gutters to current development standards in an area that currently has intermittent sidewalks and poor drainage conditions;
 - b) No other reasonable means of financing the cost of the project are available to the community due to the fact that there are no county funds available;

(continued)

Robert Field

Robert Field
Executive Director

FINANCIAL DATA

Current F.Y. Total Cost:	\$ 7,015,248	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 Project Funds	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 Jennifer L. Sargent

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 DATE: 6/21/11
 REVIEWED BY: SAMUEL WONG
 BY: MARSHA L. VICTOR

FORM APPROVED COUNTY COUNSEL
 Policy Policy
 Dept't Recomm.: Consent
 Per Exec. Ofc.: Consent

Prev. Agn. Ref.: 3.9 & 4.1 of 3/11/03; 4.6 of 4/5/11 District: 2 Agenda Number: **4.14**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

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 identifies road infrastructure as necessary improvements for the community; and
2. Find that the bid submitted by Mamco, Inc. was found to be nonconforming to the bid requirements by failing to include a non-collusion affidavit as required by the bid specifications.
3. Accept and award the construction contract to the second lowest responsive bidder, H&H General Contractors, Inc., in the amount of \$5,413,333;
4. Authorize the Chairman of the Board of Directors to sign the contract document on behalf of the Board;
5. Approve and authorize the Chairman of the Board of Directors to execute the attached consulting services agreement with Heider Engineering Services, Inc., for Soils and Materials Testing and Inspection Services in the amount of \$171,582.
6. Approve and authorize the Chairman of the Board of Directors to execute the attached consulting services agreement with Krieger & Stewart, Inc., for construction management services in the amount of \$464,000; and
7. Approve a total project budget of \$7,015,248.

BACKGROUND:

On March 11, 2003, the Board of Directors entered into an agreement with Pettit, Inc., to design and engineer the Rubidoux Area II Street Improvement Project in order to improve drainage conditions, pedestrian, and vehicular traffic along Crestmore, Daly, Wallace, 34th, 35th, 36th, 37th, and Odell Streets.

On April 5, 2011, the Board of Directors approved the plans and specifications and authorized the Clerk of the Board to advertise the Notice Inviting Bids for the project. The Notice Inviting Bids for the project was advertised on April 7, 2011 and April 14, 2011.

On June 6, 2011 at 2:00 pm, thirteen (13) bids were received and opened at the Clerk of the Board's Office. After a detailed review of the apparent lowest bidder Mamco, Inc., the bid was found to be nonconforming to the bid requirements by failing to include a non-collusion affidavit as required by the bid specifications. This affidavit was stated as a requirement in the bid documents, and it has been the practice of the Agency to determine a bidder non-responsive for failure to follow this requirement and submit the affidavit.

(Continued)

BACKGROUND: (Continued)

H&H General Contractors, Inc. was the second apparent lowest bidder. Upon review, County Counsel and the Agency determined that the second low bid submitted by H&H General Contractors, Inc., in the amount of \$5,413,333, is responsive and complete. Therefore, Agency staff recommends that the Board award the contract to the lowest responsive bidder, H&H General Contractors, Inc., in the amount of \$5,413,333, make the project findings, and consent to the construction project budget as follows:

Construction Budget:

Construction	5,413,333
Project Management & Inspection Fees	150,000
Utility Relocation & Development Fees	250,000
Construction Management	464,000
County Counsel	25,000
Soils, Materials, & Testing Services	171,582
Contingency	541,333
Total:	\$ 7,015,248

In addition, RDA staff released two Request for Qualifications (RFQ) on April 18, 2011, one for construction management and administration services, and a second RFQ for geotechnical material testing and special inspection services. Based on a detailed review of respondents Statement of Qualifications, RDA determined the most qualified construction management company to be Krieger & Stewart, Inc., and the most qualified geotechnical engineer to be Heider Engineering Services, Inc. RDA recommends that the Board make the findings, authorize the Chairman to sign the contract document on behalf of the Board, approve the total project budget, and execute the attached consulting services agreement for construction management and geotechnical engineering and special inspection services.

1 **CONSULTING SERVICES AGREEMENT FOR**
2 **GEOTECHNICAL MATERIAL TESTING AND SPECIAL INSPECTION SERVICES**
3 **FOR THE**
4 **RUBIDOUX AREA 2 STREET AND STORM DRAIN PROJECT**
5 **BY AND BETWEEN**
6 **REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**
7 **AND HEIDER ENGINEERING SERVICES, INC.**

8 This Agreement, is made and entered into this ____ day of _____, 2011, by
9 and between the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE,
10 a public body corporate politic in the State of California (hereinafter "AGENCY"), and
11 HEIDER ENGINEERING SERVICES, INC. (hereinafter "CONSULTANT").

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

16 **WHEREAS**, AGENCY has adopted by Ordinance No. 763, on July 9, 1996, a
17 redevelopment plan for the Jurupa Valley Redevelopment Project Area (hereinafter
18 "PROJECT AREA"); and

19 **WHEREAS**, the Jurupa Valley Redevelopment Plan (hereinafter "PLAN") was
20 adopted in order to eliminate blight and revitalize the substandard physical and
21 economic conditions that exist within the PROJECT AREA; and

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

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

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1 **WHEREAS**, the proposed services provided in this Agreement are necessary to
2 ensure proper construction materials, equipment, labor, and processes for the
3 Rubidoux Area 2 Street and Storm Drain Project (hereinafter referred to as
4 "PROJECT").

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

7 1. DESCRIPTION OF SERVICES: CONSULTANT has completely
8 and carefully reviewed the PROJECT site, plans, specifications, and herein agrees to
9 provide all equipment, services, testing, facilities, transportation, labor and materials
10 necessary for complete geotechnical material testing and special inspections, as
11 referenced in Exhibit "A" attached hereto and incorporated herein, and including but not
12 limited to:

13 a. Compaction testing and observation for curb and gutter, sidewalk,
14 cross gutters and spandrels, curb ramps, and drive approaches; and

15 b. Compaction testing and observation for Class II aggregate base
16 and asphalt concrete placement; and

17 c. Compaction testing and observation for retaining walls; and

18 d. Maximum wet-density, Asphalt Concrete and Portland Cement
19 Concrete, and compression testing; and

20 e. Engineering, staff review, and project management including all
21 reports and sample pick-ups; and

22 f. All inspections and material testing, in accordance with the
23 California Department of Transportation standards and specifications and Riverside
24 County Transportation Department standards; per the PROJECT plans and
25 specifications; and as required by the County of Riverside and other governmental
26 agencies, laws and regulations, for all construction and utility activities in association
27 with the PROJECT. In case of conflicts between the Project documents
28 abovementioned, the more restrictive and higher quality testing and inspection shall

1 govern.

2 1.1 CONSULTANT represents and maintains that it is skilled in the
3 professional calling necessary to perform all services, duties and obligations required
4 by this Agreement to fully and adequately complete the project. CONSULTANT shall
5 perform the services and duties in conformance to and consistent with the standards
6 generally recognized as being employed by professionals in the same discipline in the
7 State of California. CONSULTANT further represents and warrants to the AGENCY
8 that it has all licenses, permits, qualifications and approvals of whatever nature are
9 legally required to practice its profession. CONSULTANT further represents that it shall
10 keep all such licenses and approvals in effect during the term of this Agreement.

11 2. PERIOD OF PERFORMANCE: CONSULTANT shall commence
12 performance upon issuance of a Notice to Proceed letter from Agency, and complete
13 performance throughout the established construction schedule of three hundred sixty-
14 five calendar days (365), and based on a standard construction workday of eight hours
15 per day. CONSULTANT will diligently and responsibly pursue the performance of the
16 services required of it by this Agreement through project completion (construction
17 activities and construction schedule) unless the work is altered by written
18 amendment(s) pursuant to Section 14, or terminated as specified in Section 9. All
19 applicable indemnification provisions in this Agreement shall remain in effect following
20 the termination of this Agreement.

21 3. COMPENSATION: The AGENCY shall pay the CONSULTANT a not to
22 exceed amount of one hundred seventy-one thousand, five hundred eighty-two dollars
23 (\$171,582) for all special inspection and material testing required for the PROJECT.
24 CONSULTANT shall submit invoices to the AGENCY for progress payments based on
25 work completed to date based on hours worked and/or testing performed in
26 accordance with the rates in Exhibit "A." If the CONSULTANT completes the work
27 ahead of schedule and under budget, the AGENCY will retain any unused monies.
28 The PROJECT is a public works project and therefore subject to prevailing wage

1 requirements. CONSULTANT hereby agrees to pay for all travel and daily trip charges;
2 AGENCY will not compensate CONSULTANT for minimum daily show-up charges.

3 3.1 Said compensation shall be paid in accordance with an invoice
4 submitted to AGENCY by CONSULTANT within fifteen (15) days from the last day of
5 each calendar month, and AGENCY shall pay the invoice within thirty (30) working
6 days from the date of receipt of the invoice.

7 3.2 Certain classifications of labor under this contract may be subject
8 to prevailing wage requirements. It is anticipated that survey and/or soils testing work
9 will or may be performed which classifications are subject to payment of prevailing
10 wage when performed as pre-construction or construction activities on a public works
11 project.

12 a. Reference is made to Chapter 1, Part 7, Division 2 of the California
13 Labor Code (commencing with Section 1720). By this reference, said Chapter 1 is
14 incorporated herein with like effect as it if were here set forth in full. The parties
15 recognize that said Chapter 1 deals, among other things with discrimination, penalties
16 and forfeitures, their disposition and enforcement, wages, working hours, and securing
17 worker's compensation insurance and directly effect the method of prosecution of the
18 work by CONSULTANT and subject it under certain conditions to penalties and
19 forfeitures. Execution of this Agreement by the parties constitutes their agreement to
20 abide by said Chapter 1, their stipulation as to all matters which they are required to
21 stipulate as to by the provisions of said Chapter 1 and will comply with them and further
22 constitutes CONSULTANT'S certification as follows: "I am aware of the provisions of
23 Section 3700 of the California Labor Code which require every employer to be insured
24 against liability for worker's compensation or to undertake self-insurance in accordance
25 with the provisions of that Code, and I will comply with such provisions before
26 commencing the performance of the work of this contract."

27 b. Pursuant to Section 1773 of the Labor Code, the general
28 prevailing wage rates, including the per diem wages applicable to the work, and

1 for holiday and overtime work, including employer payments for health and
2 welfare, pension, vacation, and similar purposes, in the county in which the work
3 is to be done have been determined by the Director of the California Department
4 of Industrial Relations. These wages are available from the California
5 Department of Industrial Relations' internet website at <http://www.dir.ca.gov>, and
6 are available at the main office of AGENCY.

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

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

1 5.1 As respects each and every indemnification herein CONSULTANT
2 shall defend and pay, at its sole expense, all costs and fees including but not limited to
3 attorney fees, cost of investigation, and defense and settlements or awards against the
4 Indemnitees.

5 5.2 With respect to any action or claim subject to indemnification
6 herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use
7 counsel of their own choice and shall have the right to adjust, settle, or compromise
8 any such action or claim without the prior consent of AGENCY; provided, however, that
9 any such adjustment, settlement or compromise in no manner whatsoever limits or
10 circumscribes CONSULTANT'S indemnification to Indemnitees as set forth herein.

11 5.3 CONSULTANT'S obligation hereunder shall be satisfied when
12 CONSULTANT has provided to Indemnitees the appropriate form of dismissal relieving
13 Indemnitees from any liability for the action or claim involved.

14 5.4 The specified insurance limits required in this Agreement shall in
15 no way limit or circumscribe CONSULTANT'S obligations to indemnify and hold
16 harmless Indemnitees from third party claims.

17 5.5 In the event there is conflict between this clause and California
18 Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code
19 2782. Such interpretation shall not relieve the CONSULTANT from indemnifying the
20 AGENCY to the fullest extent allowed by law.

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

25 6.1 Workers' Compensation: If CONSULTANT has employees as
26 defined by the State of California, CONSULTANT shall maintain Workers'
27 Compensation Insurance (Coverage A) as prescribed by the laws of the State of
28 California. Policy shall include Employers' Liability (Coverage B) including Occupational

1 Disease with limits not less than \$1,000,000 per person per accident. Policy shall be
2 endorsed to waive subrogation in favor of the AGENCY and County of Riverside; and,
3 if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

4 6.2 Commercial General Liability: Commercial General Liability
5 insurance coverage, including but not limited to, premises liability, contractual liability,
6 completed operations, personal and advertising injury covering claims which may arise
7 from or out of CONSULTANT'S performance of its obligations hereunder. Policy shall
8 name the AGENCY, County of Riverside, special districts, their respective directors,
9 officers, Board of Supervisors, elected officials, employees, agents or representatives
10 as an Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per
11 occurrence combined single limit. If such insurance contains a general aggregate limit,
12 it shall apply separately to this agreement or be no less than two (2) times the
13 occurrence limit.

14 6.3 Vehicle Liability: If CONSULTANT'S vehicles or mobile equipment
15 are used in the performance of the obligations under this Agreement, CONSULTANT
16 shall maintain liability insurance for all owned, non-owned or hired vehicles in an
17 amount not less than \$1,000,000 per occurrence combined single limit. If such
18 insurance contains a general aggregate limit, it shall apply separately to this agreement
19 or be no less than two (2) times the occurrence limit. Policy shall name the AGENCY,
20 County of Riverside, special districts, their respective directors, officers, Board of
21 Supervisors, elected officials, employees, agents, or representatives as an Additional
22 Insured.

23 6.4 Professional Liability: CONSULTANT shall maintain Professional
24 Liability Insurance providing coverage for performance of work included within this
25 Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and
26 \$2,000,000 annual aggregate. If CONSULTANT'S Professional Liability Insurance is
27 written on a claims made basis rather than an occurrence basis, such insurance shall
28 continue through the term of this Agreement. Upon termination of this Agreement or

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

9 6.5 General Insurance Provisions - All lines:

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

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

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

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

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

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

1 required herein is unreasonable.

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

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

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

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

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

27 9.2 Effect of Termination For Convenience. If the termination is to be
28 for the convenience of the AGENCY, the AGENCY shall compensate CONSULTANT

1 for services satisfactorily provided through the date of termination. Such payment shall
2 include a pro-rated amount of profit, if applicable, but no amount shall be paid for
3 anticipated profit on unperformed services. CONSULTANT shall provide
4 documentation deemed adequate by AGENCY'S Representative to show the Services
5 actually completed by CONSULTANT prior to the date of termination. This Agreement
6 shall terminate thirty (30) days following receipt by the CONSULTANT of the written
7 Notice of Termination.

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

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1 9.4 Cumulative Remedies. The rights and remedies of the parties
2 provided in this Section are in addition to any other rights and remedies provided by
3 law or under this Agreement.

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

7 11. DESIGNATED REPRESENTATIVES: The following individuals are
8 designated as representatives of the AGENCY and CONSULTANT respectively to act
9 as liaison between the parties:

10
11 **AGENCY**

12 Erik Sydow
13 Project Manager
14 Redevelopment Agency
15 for the County of Riverside
16 3403 10th Street, Suite 500
17 Riverside, CA 92501
18 Phone: (951) 955-8916
19 Fax: (951) 955-6686

CONSULTANT

Larry Novasel
Business Development/ICC Special
Special Inspector
Heider Engineering Services, Inc.
800-A South Rochester Ave.
Ontario, CA 91761
Phone: (909) 673-0292
Fax: (909) 673-0272

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

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

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

1 14. ALTERATION: No alteration or variation of the terms of this Agreement
2 shall be valid unless made in writing and signed by the parties hereto, and no oral
3 understanding or agreement not incorporated herein shall be binding on any of the
4 parties hereto. The Agency will not permit Amendments to the Agreement for
5 construction schedule extensions in relation to construction change orders unless the
6 AGENCY has verified that CONSULTANT has worked days in excess of the Period of
7 Performance (work hours and days) detailed in Section 2.

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

13 16. CONFIDENTIALITY: CONSUTLANT shall observe all Federal, State and
14 AGENCY regulations concerning confidentiality of records. CONSULTANT shall refer
15 all requests for information to AGENCY.

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

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

28 //

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

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

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

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

19 Redevelopment Agency of the
20 County of Riverside
21 PO Box 1180
22 Riverside, CA 92501
Attn: Erik Sydow

CONSULTANT:
Heider Engineering Services, Inc.
800-A South Rochester Ave.
Ontario, CA 91761
Attn: Larry Novasel

23 //
24 //
25 //
26 //
27 //
28 //

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

3 (To be filled in by Clerk of the Board)

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

HEIDER ENGINEERING
SERVICES, INC.


7
8 _____
9 Bob Buster, Chairman
Board of Directors

_____ Dennis W. Heider
Principal Engineer

10 **ATTEST:**
11 Kecia Harper-Ihem
12 Clerk of the Board

13
14 _____
15 Deputy

16 **APPROVED AS TO FORM:**
17 Pamela J. Walls
18 Agency Counsel

19
20  6/21/11
21 _____
Deputy

22
23
24
25
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27
28 Shared:\Draft\Agreement-Template-007.doc

EXHIBIT "A"



HEIDER ENGINEERING SERVICES, INC.

800-A South Rochester Ave.

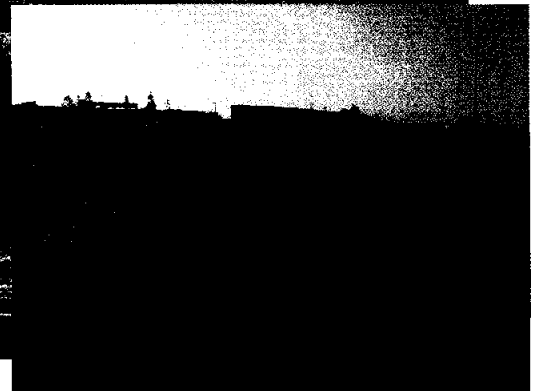
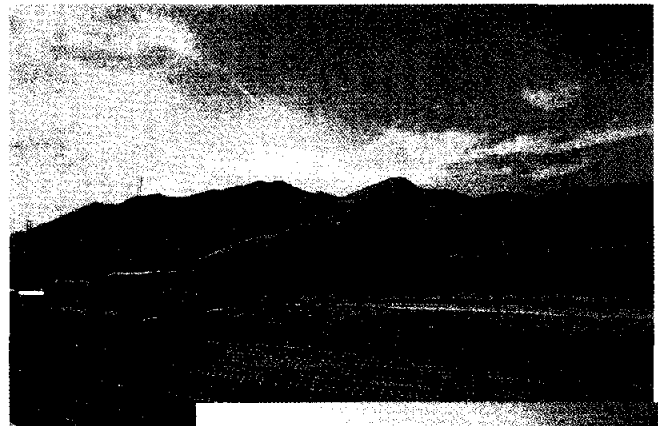
Ontario, CA 91761

(909) 673-0292

Request for Qualifications

Geotechnical Soils and Material Inspection and Testing Services

Rubidoux Area 2 Street and Storm Drain Improvement Project



County Of Riverside

Economic Department Agency



June 6, 2011

Mr. Erik Sydow
County of Riverside EDA
3403 10th Street, Suite 500
Riverside, CA 92501

RE: Soils and Materials Testing and Inspection Services
Rubidoux Area 2 Street and Storm Drain Improvement Project
Includes Wallace Street, 34th Street, Crestmore Road, and Mission Blvd.
Heider Engineering Services, Inc. Proposal No.: 11100-2

Dear Mr. Sydow:

Heider Engineering is pleased to send you this cost proposal to provide Soils and Materials Testing and Inspection Services for the Rubidoux Area 2 Street and Storm Drain Improvement project. **As you are aware, we performed the Geotechnical Investigation for this project and are very familiar with the project area.** *In addition, we are currently providing our services to the County of Riverside EDA on the Mission Blvd Revitalization - Phase 5 project.* Heider Engineering Services, Inc. is registered and certified with the US Small Business Administration (SBA) as a woman-owned Small Business Enterprise (WBE) (SBE) (MB). **We have provided our services on numerous County of Riverside projects, both for EDA (with Erik Sydow, Rizaldy Baluyot, and Gabriel Martin) and the former Facilities Management Dept. (with Frank Gonzales). We also currently have On-Call Contracts with the County and City of Riverside.**

Dennis and Monica Heider, owners of Heider Engineering have lived in Riverside County, in the City of Riverside, for the last 20 years. Also, 13 out of the 20 employees of the company live in Riverside County.

Heider Engineering is a full service, multi-disciplined, Geotechnical Engineering, Special Inspection, and Material Testing firm committed to the Southern California area. Heider Engineering Services, Inc. was founded in 1996 and has been located in the City of Ontario, since 1997. Our full service in-house laboratory is managed by Dennis Heider, R.C.E., who has over 30 years experience providing testing and inspection services. Our soils department is managed by Zafar Ahmed, a registered California Geotechnical Engineer with over 15 years experience. Our lab is approved by four separate agencies; The Cement and Concrete Reference Laboratory, The Division of State Architects, OSHPD, and The City of Los Angeles. We are able to perform our own testing in-house, including numerous soils, concrete, masonry, and rebar testing. Our Laboratory Technicians are certified and have extensive knowledge of both ACI and ASTM Standards for testing.

Heider Engineering is very experienced in Public Works/ Capital Improvement Projects, and has provided testing and inspection services to both city and county building & public works departments. We provided these same services for the City of Santa Monica for their Street Rehabilitation Program, and are currently providing Pavement Evaluations and Recommendations for 6 different cities. Our firm has provided these services for over 14 years, and we are confident that we can meet your performance requirements of this project and any other projects.

Ph: (909) 673-0292

Fax: (909) 673-0272

800 S Rochester Ave Ste A, Ontario CA 91761-8171

It is understood that the project will consist of street and a storm drain improvement construction, utility relocations, and backfill within the area bounded by Wallace Street, 34th Street, Crestmore Road, and Mission Blvd. The scope of work for the project will include new asphalt paving, AC grind and overlay, new storm drain, new sidewalk, new curb & gutter, new street lighting, utility relocations, and hardscape. Required inspection anticipated for the project will include; overexcavation, compaction testing and observation of native and Class II base and soils, slurry backfill, retaining walls, placement and testing of asphalt concrete and Portland cement concrete, compression testing of concrete, soils engineering, backfilling of utility trenches, foundation and subgrade compaction verification, and the associated laboratory testing. The anticipated duration of construction for the project is 365 days.

Our firm carries insurance with the following coverage's:

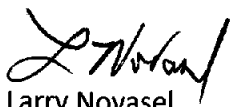
- General Liability - \$2.0 million per occurrence
- Automobile – \$1.0 million
- Workers compensation - \$1.0 million
- Professional Liability - \$2.0 million

Our firm also specializes in inspectors who carry multiple certifications for soils and special inspections, which allows us to save the client money, due to the fact that one inspector can often provide multiple inspections. All of our Soils Technicians are also certified with the new ICC Soils Special Inspector certification, and are also certified ACI Grade 1 Field Testing Technicians or ICC Reinforced Concrete Special Inspectors.

We will work closely with both the County Inspector assigned to the project and the General Contractor to efficiently staff this project to ensure maximum use of time for site visits.

We appreciate the opportunity to provide our services on the Rubidoux Area 2 Street and Storm Drain Improvement Project, and we look forward to answering any questions that you may have regarding our firm and the services we offer. Please contact Dennis Heider or Zafar Ahmed (the Primary Contacts for this project) at 909-673-0292, or by the email listed below for further information.

Respectfully submitted,



Larry Novasel
Business Development Mgr.
larry@heiderengineering.com



Zafar Ahmed, GE
Principal Geotechnical Engineer
zafar@heiderengineering.com



Dennis W. Heider, RCE
Principal Engineer
dennis@heiderengineering.com

Heider Engineering Services, Inc.
Hourly Rates and Laboratory Testing Rates

Personnel Rates**I. Field Personnel****

Soils Technician, Asphaltic Technician, Waterproofing Inspector	\$75.00/hour
Concrete or Batch Plant Inspector, Fireproofing Inspector, Masonry Inspector	\$75.00/hour
Inspector Sample Pick-Up, Rebar Tagging and Sampling at Fabricator's Yard	\$75.00/hour
Structural Steel Inspector, fab shop and field, Expansion Anchor inspection	\$75.00/hour
Ultrasonic or Magnetic Particle Testing of welds (mileage & travel will apply)	\$87.00/hour
Ultrasonic Inspector Travel Time (mileage charge of \$0.55/mile will also apply)	\$87.00/hour
Coring of concrete, asphalt, or masonry - 1 man crew, with equipment	\$95.00/hour
Torque or Load Testing of ceiling wires, expansion/epoxy anchors, rebar	\$90.00/hour
Registered Geotechnical Engineer	\$150.00/hour
Registered Civil Engineer	\$125.00/hour
Certified Payroll, if required	\$75.00/invoice

Laboratory Rates**I. Compression Testing, each**

Concrete Cylinders, 6" x 12" or Mortar Specimens, 2" x 4"	\$18.00
Grout Specimens, 3" x 3" x 6" or Non-Shrink Grout Specimens, 2" x 2" x 2"	\$18.00
CMU or Brick (includes Absorption Testing)	\$65.00
Masonry Prisms	\$115.00
Concrete and shotcrete cores, trimmed and tested	\$40.00
Grouted CMU wall cores, shear test	\$55.00
Grouted CMU wall cores, compression test	\$40.00

II. Other Material Testing, per test

Maximum Density-Optimum Moisture Content, ASTM D1557	\$150.00
Sieve Analysis, ASTM C 136	\$72.50
Washed #200 sieve, ASTM C 117 or ASTM D 1140	\$65.00
Expansion Index, UBC 18-2	\$115.00
Specific Gravity, Coarse Agg., ASTM C 127 or Fine Agg., ASTM C 128	\$55.00
Sand Equivalent Value, ASTM D 2419	\$100.00
Atterberg Limits, LL & PL, ASTM D 4318	\$110.00
Los Angeles Abrasion Test, ASTM C 131	\$250.00
Structural Steel Fireproofing Adhesion/Cohesion Testing	\$50.00
Structural Steel Fireproofing Density Testing	\$30.00
Reinforcing Steel, tensile test, up to No. 11	\$55.00
Reinforcing Steel, bend test, up to No. 11	\$40.00
High Strength Bolts, Wedge Tensile	\$60.00
Hardness testing of bolts, washers, nuts	\$35.00
Structural Steel or Metal Decking - tensile testing	\$75.00

Soils Boring and Reports – Job Specific – Call for Quote

Personnel are billed in 4 hour and 8 hour blocks. Work over 8 hours per day, the first 12 hours on Saturday, or more than 40 hours per week is billed at 1.5 times the above rates. Work over 12 hours on Saturday and work performed on Sunday or Holidays is billed at 2.0 times the above rates. Services which are requested that are required to be subcontracted will be provided at cost plus 15%. Steel fabrication shop inspection (if required) that is greater than 50 miles from our Ontario, CA. office will have billable travel costs (This will include any commercial transportation at cost plus 15%, vehicle mileage at \$0.55/mile and inspection and personnel travel time costs at the inspector's hourly rate. In addition, when applicable for fabrication shop inspection, per diem for hotel and meal cost will be charged at cost plus 15%, not to exceed \$120.00/day). Delinquent invoices may be subject to interest/service charges and collection expenses including attorney fees, at our election. Interest will be assessed at a rate of 0.0329% per day for each day the invoice is/was past due (12% annually). The date an invoice is due is calculated as invoice date plus thirty days. **The hourly rates and laboratory testing rates contained within this proposal are in effect through June 30, 2012. On July 1, 2012 and annually thereafter, our rates will increase at the same percentage as the increase required for prevailing wage by the Director of Industrial Relations.

HEIDER ENGINEERING SERVICES, INC. TESTING AND INSPECTION ESTIMATE
Rubidoux Area 2 – Street and Storm Drain Improvements

Description		Unit	Cost \$ per unit	Estimated Quantity	Total
Soils					
1	Soils Testing and Inspection for grading, subgrade, aggregate base, utility trench backfill, retaining wall backfill, and foundation inspection	per hour	\$75.00	1,800	\$135,000.00
2	Max. Density - Opt. Moisture Content, ASTM D 1557	each	\$150.00	6	\$900.00
3	Sieve Analysis, ASTM C 136	each	\$72.50	3	\$217.50
4	Sand Equivalent Value, ASTM D 2419	each	\$100.00	3	\$300.00
Soils subtotal					\$136,417.50
Concrete					
5	Concrete Inspector, ICC for concrete placement, concrete sampling, anchor bolt installation slump, temp., and sample pick-up.	per hour	\$75.00	200	\$15,000.00
6	Compressive Strength of concrete, ASTM C 39	each	\$18.00	100	\$1,800.00
Concrete subtotal					\$16,800.00
Masonry					
7	Masonry Inspector, for cmu placement, mortar, rebar placement, grouting, molding specimens for Testing, and sample pick-up	per hour	\$75.00	120	\$9,000.00
8	Compressive Strength testing of grout, mortar	each	\$18.00	48	\$864.00
Masonry subtotal					\$9,864.00
Engineering Support					
9	Engineering Support to provide project report review, site visits, concrete mix design review, prepare recommendations, & DSA Final Lab Affidavit				
9	Registered Civil Engineer	per hour	\$125.00	8	\$1,000.00
10	Registered Geotechnical Engineer	per hour	\$150.00	50	\$7,500.00
Engineering subtotal					\$8,500.00

Total Estimate for Testing and Inspection Services:

\$171,581.50

Personnel are billed in 4 hour and 8 hour blocks. Work over 8 hours per day, the first 12 hours on Saturday, or more than 40 hours per week is billed at 1.5 times the above rates. Work over 12 hours on Saturday and work performed on Sunday or Holidays is billed at 2.0 times the above rates. Services which are requested that are required to be subcontracted will be provided at cost plus 15%. Steel fabrication shop inspection (if required) that is greater than 50 miles from our Ontario, CA. office will have billable travel costs (This will include any commercial transportation at cost plus 15%, vehicle mileage at \$0.55/mile and inspection and personnel travel time costs at the inspector's hourly rate. In addition, when applicable for fabrication shop inspection, per diem for hotel and meal cost will be charged at cost plus 15%, not to exceed \$120.00/day). Delinquent invoices may be subject to interest/service charges and collection expenses including attorney fees, at our election. Interest will be assessed at a rate of 0.0329% per day for each day the invoice is/was past due (12% annually). The date an invoice is due is calculated as invoice date plus thirty days. **The hourly rates and laboratory testing rates contained within this proposal are in effect through June 30, 2012. On July 1, 2012 and annually thereafter, our rates will increase at the same percentage as the increase required for prevailing wage by the Director of Industrial Relations.

1 **CONSULTING SERVICES AGREEMENT FOR**
2 **CONSTRUCTION MANAGEMENT AND ADMINISTRATION SERVICES**
3 **FOR THE RUBIDOUX AREA 2 STREET AND STORMDRAIN PROJECT**
4 **BY AND BETWEEN**
5 **THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**
6 **AND KRIEGER & STEWART, INC.**

7 This Agreement, is made and entered into this _____ day of _____,
8 2011, by and between the REDEVELOPMENT AGENCY FOR THE COUNTY OF
9 RIVERSIDE, a public body corporate politic in the State of California (hereinafter
10 “AGENCY”), and KRIEGER AND STEWART, INC. (hereinafter “CONSULTANT”).

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

16 **WHEREAS,** AGENCY has adopted by Ordinance No. 763, on July 9,
17 1996, a redevelopment plan for the Jurupa Valley Redevelopment Project Area
18 (hereinafter “PROJECT AREA”);

19 **WHEREAS,** the Jurupa Valley Redevelopment Plan (hereinafter “PLAN”)
20 was adopted in order to eliminate blight and revitalize the substandard physical and
21 economic conditions that exist within the PROJECT AREA;

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

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

WHEREAS, the proposed services provided in this Agreement are
necessary to ensure construction of Rubidoux Area 2 Street and Storm Drain Project

1 (hereinafter referred to as "PROJECT") is in accordance with the approved PROJECT
2 plans and specifications, State and County Standards, and best practices; and

3 WHEREAS, in response to the AGENCY'S Request for Qualifications for
4 Construction Management and Administration Services issued on April 18, 2011, after
5 a detailed review of twelve respondent's Statement of Qualifications (SOQ), the
6 CONSULTANT was determined to be the most qualified respondent.

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

9 1. DESCRIPTION OF SERVICES: CONSULTANT shall provide the
10 following services as detailed within Exhibit "A" including, but not limited to, full-time
11 PROJECT construction management, coordination with Riverside County
12 Transportation Department and AGENCY Project Manager, construction submittal
13 review, construction staking, record drawings, and administration services for the
14 construction of PROJECT.

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

24 2. PERIOD OF PERFORMANCE: CONSULTANT shall commence
25 performance upon issuance of a Notice to Proceed letter from Agency, and complete
26 performance throughout the established construction schedule of three hundred sixty-
27 five calendar days (365), and based on a standard construction workday of eight hours
28 per day. CONSULTANT will diligently and responsibly pursue the performance of the

1 services required of it by this Agreement through project completion (construction
2 activities and construction schedule) unless the work is altered by written
3 amendment(s) pursuant to Section 14, or terminated as specified in Section 9. All
4 applicable indemnification provisions in this Agreement shall remain in effect following
5 the termination of this Agreement.

6 3. COMPENSATION: The AGENCY shall pay the CONSULTANT a not to
7 exceed amount of four hundred fifty-eight thousand, nine hundred eighty-six dollars
8 (\$458,986) for all construction management and construction administration services
9 as identified within Section 1, and five thousand dollars for qualified PROJECT
10 reimbursable expenses, for a total project cost not to exceed four hundred sixty-four
11 thousand dollars (\$464,000). CONSULTANT shall submit invoices to the AGENCY for
12 progress payments based on work completed to date based on hours worked in
13 accordance with the rates in Exhibit "A." If the CONSULTANT completes the work
14 ahead of schedule and under budget, the AGENCY will retain any unused monies.
15 The PROJECT is a public works project and therefore subject to prevailing wage
16 requirements.

17 3.1 Said compensation shall be paid in accordance with an invoice
18 submitted to AGENCY by CONSULTANT within fifteen (15) days from the last day of
19 each calendar month, and AGENCY shall pay the invoice within thirty (30) working
20 days from the date of receipt of the invoice.

21 4. INDEPENDENT CONSULTANT: AGENCY retains CONSULTANT on an
22 independent contractor basis. CONSULTANT is not, and shall not be considered to be
23 in any manner, an employee or agent of the AGENCY. Personnel performing the
24 Services under this Agreement on behalf of CONSULTANT shall at all times be under
25 CONSULTANT'S exclusive direction and control. CONSULTANT shall pay all wages,
26 salaries and other amounts due such personnel in connection with their performance of
27 service and as required by law. CONSULTANT shall be responsible for all personnel
28 reports and obligations, including but not limited to, social security taxes, income tax

1 withholdings, unemployment insurance, minimum daily show-up charges incurred,
2 travel, and workers' compensation insurance. CONSULTANT and its employees and
3 agents shall maintain professional licenses required by the laws of the State of
4 California at all times while performing services.

5 5. INDEMNITY AND HOLD HARMLESS: The CONSULTANT agrees to
6 and shall indemnify and hold harmless the County of Riverside, its Agencies, Districts,
7 Departments and Special Districts, their respective directors, officers, Board of
8 Supervisors, elected and appointed officials, employees, agents and representatives
9 (hereinafter individually and collectively referred to as "Indemnitees") from all liability,
10 including, but not limited to loss, suits, claims, demands, actions, or proceedings to the
11 extent caused by any alleged or actual negligence, recklessness, willful misconduct,
12 error or omission of CONSULTANT, its directors, officers, partners, employees, agents
13 or representatives or any person or organization for whom CONSULTANT is
14 responsible, arising out of or from the performance of services under this Agreement.

15 5.1 As respects each and every indemnification herein CONSULTANT
16 shall defend and pay, at its sole expense, all costs and fees including but not limited to
17 attorney fees, cost of investigation, and defense and settlements or awards against the
18 Indemnitees.

19 5.2 With respect to any action or claim subject to indemnification
20 herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use
21 counsel of their own choice and shall have the right to adjust, settle, or compromise
22 any such action or claim without the prior consent of AGENCY; provided, however, that
23 any such adjustment, settlement or compromise in no manner whatsoever limits or
24 circumscribes CONSULTANT'S indemnification to Indemnitees as set forth herein.

25 5.3 CONSULTANT'S obligation hereunder shall be satisfied when
26 CONSULTANT has provided to Indemnitees the appropriate form of dismissal relieving
27 Indemnitees from any liability for the action or claim involved.

28 5.4 The specified insurance limits required in this Agreement shall in

1 no way limit or circumscribe CONSULTANT'S obligations to indemnify and hold
2 harmless Indemnitees from third party claims.

3 5.5 In the event there is conflict between this clause and California
4 Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code
5 2782. Such interpretation shall not relieve the CONSULTANT from indemnifying the
6 AGENCY to the fullest extent allowed by law.

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

11 6.1 Workers' Compensation: If CONSULTANT has employees as
12 defined by the State of California, CONSULTANT shall maintain Workers'
13 Compensation Insurance (Coverage A) as prescribed by the laws of the State of
14 California. Policy shall include Employers' Liability (Coverage B) including Occupational
15 Disease with limits not less than \$1,000,000 per person per accident. Policy shall be
16 endorsed to waive subrogation in favor of the AGENCY and County of Riverside; and,
17 if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

18 6.2 Commercial General Liability: Commercial General Liability
19 insurance coverage, including but not limited to, premises liability, contractual liability,
20 completed operations, personal and advertising injury covering claims which may arise
21 from or out of CONSULTANT'S performance of its obligations hereunder. Policy shall
22 name the AGENCY, County of Riverside, special districts, their respective directors,
23 officers, Board of Supervisors, elected officials, employees, agents or representatives
24 as an Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per
25 occurrence combined single limit. If such insurance contains a general aggregate limit,
26 it shall apply separately to this agreement or be no less than two (2) times the
27 occurrence limit.

28 6.3 Vehicle Liability: If CONSULTANT'S vehicles or mobile equipment

1 are used in the performance of the obligations under this Agreement, CONSULTANT
2 shall maintain liability insurance for all owned, non-owned or hired vehicles in an
3 amount not less than \$1,000,000 per occurrence combined single limit. If such
4 insurance contains a general aggregate limit, it shall apply separately to this agreement
5 or be no less than two (2) times the occurrence limit. Policy shall name the AGENCY,
6 County of Riverside, special districts, their respective directors, officers, Board of
7 Supervisors, elected officials, employees, agents, or representatives as an Additional
8 Insured.

9 6.4 Professional Liability: CONSULTANT shall maintain Professional
10 Liability Insurance providing coverage for performance of work included within this
11 Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and
12 \$2,000,000 annual aggregate. If CONSULTANT'S Professional Liability Insurance is
13 written on a claims made basis rather than an occurrence basis, such insurance shall
14 continue through the term of this Agreement. Upon termination of this Agreement or
15 the expiration or cancellation of the claims made insurance policy CONSULTANT shall
16 purchase at his sole expense either 1) an Extended Reporting Endorsement (also
17 known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a
18 retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3)
19 demonstrate through Certificates of Insurance that CONSULTANT has maintained
20 continuous coverage with the same or original insurer. Coverage provided under
21 items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of
22 this Agreement.

23 6.5 General Insurance Provisions - All lines:

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

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

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

1 ***including all endorsements and any and all other attachments as required in this***
2 ***Section.***

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

8 e. If, during the term of this Agreement or any extension thereof,
9 there is a material change in the scope of services or performance of work the Risk
10 Manager reserves the right to adjust the types of insurance required under this
11 Agreement and the monetary limits of liability for the insurance coverage required
12 herein, if, in the AGENCY Risk Manager's reasonable judgment, the amount or type of
13 insurance carried by the CONSULTANT has become inadequate. CONSULTANT may
14 terminate this Agreement if it deems that any increase in the amount of insurance
15 required herein is unreasonable.

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

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

23 8. AUTHORITY OF CONSULTANT: CONSULTANT and its agents,
24 servants, employees and subcontractors shall act at all times in an independent
25 capacity during the term of this agreement, and shall not act as, and shall not be, nor
26 shall they in any manner be construed to be, agents, officers or employees of
27 AGENCY, and further, CONSULTANT, its agents, servants, employees and
28

1 subcontractors, shall not in any manner incur or have the power to incur any debt,
2 obligation, or liability against the AGENCY.

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

8 9.1 Discontinuance of Services. Upon receipt of written Notice of
9 Termination, CONSULTANT shall discontinue all affected Services within seven (7)
10 days of receipt of the Notice, unless otherwise directed by the Notice, and deliver to the
11 AGENCY all data, estimates, graphs, summaries, reports, and other related materials
12 as may have been prepared or accumulated by CONSULTANT in performance of
13 Services, whether completed or in progress.

14 9.2 Effect of Termination For Convenience. If the termination is to be
15 for the convenience of the AGENCY, the AGENCY shall compensate CONSULTANT
16 for services satisfactorily provided through the date of termination. Such payment shall
17 include a pro-rated amount of profit, if applicable, but no amount shall be paid for
18 anticipated profit on unperformed services. CONSULTANT shall provide
19 documentation deemed adequate by AGENCY'S Representative to show the Services
20 actually completed by CONSULTANT prior to the date of termination. This Agreement
21 shall terminate thirty (30) days following receipt by the CONSULTANT of the written
22 Notice of Termination.

23 9.3 Effect of Termination For Cause. If the termination is due to the
24 failure of CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT
25 shall be compensated for those Services which have been completed and accepted by
26 the AGENCY. In such case, the AGENCY may take over the work and prosecute the
27 same to completion by contract or otherwise. Further, CONSULTANT shall be liable to
28 the AGENCY for any reasonable additional costs incurred by the AGENCY to revise

1 work for which the AGENCY has compensated CONSULTANT under this Agreement,
2 but which the AGENCY has determined in its sole discretion needs to be revised in part
3 or whole to complete the Project. Following discontinuance of Services, the AGENCY
4 may arrange for a meeting with CONSULTANT to determine what steps, if any,
5 CONSULTANT can take to adequately fulfill its requirements under this Agreement. In
6 its sole discretion, AGENCY'S Representative may propose an adjustment to the terms
7 and conditions of the Agreement, including the contract price. Such contract
8 adjustments, if accepted in writing by the Parties, shall become binding on
9 CONSULTANT and shall be performed as part of this Agreement. In the event of
10 termination for cause, unless otherwise agreed to in writing by the parties, this
11 Agreement shall terminate seven (7) days following the date the Notice of Termination
12 was mailed to the CONSULTANT. Termination of this Agreement for cause may be
13 considered by the AGENCY in determining whether to enter into future agreements
14 with CONSULTANT.

15 9.4 Cumulative Remedies. The rights and remedies of the parties
16 provided in this Section are in addition to any other rights and remedies provided by
17 law or under this Agreement.

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

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1 11. DESIGNATED REPRESENTATIVES: The following individuals are
2 designated as representatives of the AGENCY and CONSULTANT respectively to act
3 as liaison between the parties:
4

5 **AGENCY**
6 Erik Sydow
7 Project Manager
8 Redevelopment Agency
9 for the County of Riverside
10 3403 10th Street, Suite 500
11 Riverside, CA 92501
12 Phone: (951) 955-8916
13 Fax: (951) 955-6686

CONSULTANT
Eric Bunke
Project Engineer
Krieger & Stewart, Inc.
3602 University Avenue
Riverside, CA 92506
Phone: (951) 684-6900
Fax: (951) 684-6986

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

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

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

26 14. ALTERATION: No alteration or variation of the terms of this Agreement
27 shall be valid unless made in writing and signed by the parties hereto, and no oral
28 understanding or agreement not incorporated herein shall be binding on any of the
parties hereto. The Agency will not permit Amendments to the Agreement for
construction schedule extensions in relation to construction change orders unless the
AGENCY has verified that CONSULTANT has worked days in excess of the Period of

1 Performance (work hours and days) detailed in Section 2.

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

7 16. CONFIDENTIALITY: CONSUTLANT shall observe all Federal, State and
8 AGENCY regulations concerning confidentiality of records. CONSULTANT shall refer
9 all requests for information to AGENCY.

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

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

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

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

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

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

12 Mail, postage prepaid:

13 Redevelopment Agency of the
14 County of Riverside
15 PO Box 1180
16 Riverside, CA 92501
17 Attn: Erik Sydow

 CONSULTANT:
 Krieger & Stewart, Inc.
 3602 University Avenue
 Riverside, CA 92506
 Attn: Eric Bunke

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

3 (To be filled in by Clerk of the Board)

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

KRIEGER & STEWART, INC.

8 _____
9 **Bob Buster, Chairman**
Board of Directors

_____ Charles A. Krieger
President

10 **ATTEST:**
11 Kecia Harper-Ihem
12 Clerk of the Board

13
14 _____
15 Deputy

16 **APPROVED AS TO FORM:**
17 Pamela J. Walls
18 Agency Counsel

19
20 *[Handwritten Signature]* 6/21/11
21 _____
Deputy

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26 S:\RDACOMDIS2\Rubidoux\Rubidoux Area 2\Construction Management\20110606_Agreement Krieger.doc

27
28 Shared\Draft\Agreement-Template-007.doc

EXHIBIT "A"

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

SCOPE OF SERVICES

The proposed Rubidoux Area 2 Street & Storm Drain Improvement Project consists of the construction of street improvements and utility relocations within the area bounded by Wallace Street, 34th Street, Crestmore Road, and Mission Boulevard. Said improvements generally include sidewalks, curb and gutter, storm drain improvements, street lights, asphalt concrete overlays, and street reconstruction. Improvements will also include the relocation of affected utilities and the reconstruction of residential property frontage including walls, fencing, and vehicular access.

Construction engineering services required by the Agency consist of: assisting with a 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: assisting with 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, performing an acceptance inspection, and preparing record drawings.

Krieger & Stewart's estimated fees are included in Exhibit "B".

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

1. Submittals Review
2. Construction Staking
3. Contract Administration and Site Visits
4. Construction Observation
5. Record Drawings

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

1. Submittals Review

We will review and process all materials submittals. We expect submittal documents will be received for storm drain materials, waterline materials, paving materials, base materials, concrete, fencing, gates, walls, 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.

2. Construction Staking

We will provide construction staking for the curb and gutter and storm drain improvements and utility relocation as required. We will provide one (1) set of construction stakes at 25-foot maximum intervals for the proposed improvements.

EXHIBIT "A"

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

SCOPE OF SERVICES

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.

3. Contract Administration and Site Visits

Our contract administration will begin with assisting the Agency's Project Manager with the Preconstruction meeting. Continuing 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, including informal and formal RFI's and design adjustments that arise during construction.

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.

Our construction administration activities will also include assisting with monthly progress meetings, site visits by our project engineer or project manager, weekly construction meetings with Agency staff, the construction inspector, the prime Contractor, and affected subcontractors.

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 (1) week of receiving the request.

We will review any change order request received from the Contractor to determine if said request is warranted. If a change order request is not warranted, we will provide Agency with the reasons for our rejection in writing and advise Agency to reject the contract change order. If a change order request appears justified, will review it with the construction inspector and compare it with field reports for confirmation of materials, equipment, and/or labor involved. We will then provide Agency with the reasons for our acceptance in writing and will assist Agency with contract change order document preparation.

EXHIBIT "A"

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

SCOPE OF SERVICES

4. Construction Inspection

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. 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.

5. 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.

ERB/cam
807-44P1-PRO CONST-1

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 \$464,000.00, which includes \$5,000.00 for reimbursable expenses. A copy of our 2011 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 365 calendar days (approximately 52 weeks or about 12 months). We have estimated the required duration for providing Krieger & Stewart's construction engineering services at 52 weeks, commencing with project award.
2. Contract administration by Krieger & Stewart's project engineer will require a maximum (average) of 12 hours per week during the construction period (52 weeks).
3. Construction observation by Krieger & Stewart's project inspector will require 40 hours per week during the construction period (52 weeks).
4. Construction engineering fee estimate excludes consultation, engineering and surveying related to utility relocations required by street lowering as shown on Sheet Nos. 9, 10 and 27 of County of Riverside Street Improvement Plan No. 947-D, approved October 18, 2006.
5. Construction staking fee estimate is based upon one (1) set of construction stakes being set for curb and gutter, storm drain improvements, and fire hydrant and waterline relocation. Rough grade stakes are not included in fee estimate. Construction staking will be scheduled to allow a minimum of one full day of construction staking for each trip to the site.
6. Construction staking fee estimate is based receipt of current digital AutoCAD drawings of all Contract Drawings a minimum of 10 workings days in advance of any construction staking.
7. Construction staking fee estimate excludes the recovery and preservation of any survey monumentation lying within the construction area not directly required for either horizontal or vertical control of this construction project.

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.

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807-44P1-PRO CONST-1

TABLE 1
 RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY
 RUBIDOUX AREA 2 STREET & S TORM DRAIN IMPROVEMENT PROJECT
 ESTIMATED FEES FOR CONSTRUCTION ENGINEERING SERVICES
 (52 WEEK CONSTRUCTION PERIOD)

COMPONENT	PROJECT ENGINEER (1)		STAFF ENGINEER (2)		CONSTRUCTION INSPECTOR (3)		CADD SERVICES (4)		CLERICAL (5)		SURVEYING (6)		TOTAL
	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	
1. SUBMITTAL REVIEW	24	\$3,432							30	\$2,430			\$5,862
2. CONSTRUCTION STAKING			288	\$41,184					24	\$1,944	332	\$87,980	\$131,108
3. CONTRACT ADMINISTRATION AND SITE VISITS	624	\$89,232							56	\$4,536			\$93,768
4. CONSTRUCTION INSPECTION	16	\$2,288			2,080	\$212,160			104	\$8,424			\$220,584
5. RECORD DRAWINGS					16	\$1,632	32	\$3,744					\$7,664
SUBTOTAL:	664	\$94,952	288	\$41,184	2,096	\$213,792	32	\$3,744	214	\$17,334	332	\$87,980	\$458,986

REIMBURSABLES (ESTIMATED):

CONSTRUCTION ENGINEERING SERVICES TOTAL (ROUNDED):

\$5,000

\$464,000

- (1) ASSOCIATE ENGINEER II @ \$143 /Hr
- (2) ASSOCIATE ENGINEER II / SURVEYOR @ \$143 /Hr
- (3) CONSTRUCTION INSPECTOR @ \$102 /Hr
- (4) CADD SENIOR OPERATOR II @ \$117 /Hr
- (5) SENIOR SECRETARY @ \$81 /Hr
- (6) SURVEY 2-MAN CREW @ \$265 /Hr

**FEE SCHEDULE
 2011**

CLASSIFICATION	RATES \$/Hr.
Consulting, Design, Construction, Engineering, Environmental, Geologic, and Surveying Services (Office)	
Consultant	245.00
Principal III	224.00
Principal II	204.00
Principal I	184.00
Senior III	173.00
Senior II	163.00
Senior I	153.00
Associate III	148.00
Associate II	143.00
Associate I	138.00
Staff III	133.00
Staff II	117.00
Staff I	102.00
Technician III	87.00
Technician II	82.00
Technician I	77.00
Forensic Services	
Principal Expert:	
Testimony, Deposition, and Trial Investigation and Preparation	350.00
Associate Expert:	
Testimony, Deposition, and Trial Investigation and Preparation	250.00
Testimony, Deposition, and Trial Investigation and Preparation	325.00
Testimony, Deposition, and Trial Investigation and Preparation	225.00
Computer Aided Design Services	
Senior Operator III	117.00
Senior Operator II	111.00
Senior Operator I	105.00
Staff Operator III	100.00
Staff Operator II	91.00
Staff Operator I	86.00
Surveying Services (Field)	
2 Man Crew with Standard Equipment and Survey Truck	265.00
1 Man Crew with Standard Equipment and Survey Truck	230.00
3rd Man on Crew	117.00
Construction Services (Field)	
Engineer	133.00
Inspector	
Regular Time	102.00
Overtime	
Weekdays (8 hours to 12 hours)	123.00
Weekdays (More than 12 hours)	150.00
Saturday (12 hours or less)	123.00
Saturday (More than 12 hours)	150.00
Sunday and Holiday (Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the Day After, Christmas Day)	150.00

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



224C

SUBMITTAL DATE:
June 16, 2011

FROM: Redevelopment Agency

SUBJECT: Cooperative Agreement for the Market Street, Rubidoux Boulevard, Agua Mansa Road Traffic Signal, Median, and Street Improvement Project in the Belltown Area

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 Market Street, Rubidoux Boulevard, Agua Mansa Road Traffic Signal, Median, and Street Improvement Project is of benefit to the Jurupa Valley Redevelopment Project Area by helping to eliminate blight, increase traffic efficiency, and increase public safety within the project area by widening the street, constructing medians and installing traffic signals;
 - 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:	\$ 2,397,000	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 Project Funds	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*

Jennifer L. Sargent

County Executive Office Signature

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong & Paul*
 REVIEW DATE: 6-16-11
 REVIEWER: CIP, SAMUEL WONG
 ANITA C. WILLIS
 FORM APPROVED COUNTY COUNSEL
 BY: *Anita C. Willis*

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

Prev. Agn. Ref.: N/A District: 2 Agenda Number:

4.15

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 construction of infrastructure improvements;
2. *Consent to the expenditure of redevelopment funds for the project; and*
3. Approve and authorize the Chairman of the Board to execute the attached agreement between the County of Riverside by and through the Transportation Department and the Redevelopment Agency for the County of Riverside, providing \$2,397,000 in redevelopment funds for the Market Street, Rubidoux Boulevard, Agua Mansa Road Traffic Signal, Median, and Street Improvement Project.

BACKGROUND:

The Redevelopment Agency (RDA) for the County of Riverside has been working cooperatively with the County of Riverside to improve Market Street, Rubidoux Boulevard, and Agua Mansa Road. The project will help to eliminate blight by accommodating the increased volume of traffic, increase traffic efficiency, and improve public safety within the project area by widening the street, restriping the roadway, constructing medians, and installing traffic signals. This will meet current standards on speed limit and sight visibility distance. This work also includes curb, gutter, and sidewalk along this portion of the project which significantly improves the existing infrastructure, pedestrian and vehicular access in a rapidly growing area currently characterized by intermittent sidewalks, dirt frontages, and lacks adequate traffic signal operations for proper flow of vehicular traffic.

The attached Cooperative agreement between RDA and Riverside County provides \$2,397,000 in Jurupa Valley Redevelopment Capital Improvement Funds from RDA to the County for the construction of the project. County Counsel has approved the attached agreement and RDA staff recommends that the Board make the aforementioned findings, consent to the expenditure of redevelopment funds, and approve the agreement to provide funding for the project.

TIP Project No. B6-0459 and B4-0512