

FORM APPROVED COUNTY COUNSEL  
 DATE 3/17/15  
 BY: GREGORY P. PRIAMOS  
 Departmental Concurrence

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

523



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
 March 26, 2015

**SUBJECT:** Off-Site Improvements for the East County Detention Center – Approval of Professional Services Agreement for Engineering Design and Construction Management Services, District 4, [\$649,410], Bond Proceeds 100%

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

1. Approve the attached professional services agreement for engineering design and construction management services between the County of Riverside and Albert A. Webb Associates (Webb) of Riverside, California, in the amount of \$649,410, for the Off-Site Improvements for the East County Detention Center (ECDC) Project, and authorize the Chairman of the Board to execute the agreement on behalf of the county;
2. Authorize the Assistant County Executive Officer/EDA to administer the agreement in accordance with applicable Board policies; and

(Continued)

**FISCAL PROCEDURES APPROVED**  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: Esteban Hernandez 3/24/15

*Robert Field*

Robert Field  
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
<b>COST</b>	\$ 426,750	\$ 222,660	\$ 649,410	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** Bond Proceeds 100%  
 Budget Adjustment: No  
 For Fiscal Year: 2014/15-15/16

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

REVIEWED BY CIP

*Ivan M. Chand*

Ivan-M. Chand 3/31/2015

APPROVE

*Rohini Dasika*

BY: Rohini Dasika

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

- A-30
- Positions Added
- 4/5 Vote
- Change Order

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

Economic Development Agency

**FORM 11:** Off-Site Improvements for the East County Detention Center – Approval of Professional Services Agreement for Engineering Design and Construction Management Services, District 4, [\$649,410], Bond Proceeds 100%

**DATE:** March 26, 2015

**PAGE:** 2 of 2

**RECOMMENDED MOTION:** (Continued)

3. Delegate project management authority for the project to the Assistant County Executive Officer/EDA in accordance with applicable Board policies.

**BACKGROUND:**

**Summary**

On July 28, 2014, the Economic Development Agency (EDA) advertised a Request for Qualifications (RFQ) for the selection of a qualified firm to provide engineering design and construction management services for the Off-Site Improvements for the ECDC project. The services required for the project include preparation of studies and plans required for the development of street improvements, storm drain improvements, traffic signals, street lighting, medians, and landscape and hardscape improvements. The project also required construction management services for the off-site improvements.

Per Board Policy H-7 and the Government Code, a selection committee was formed that included representatives from EDA and Vanir Construction Management, to review each firm's Statements of Qualifications (SOQ) and to interview selected firms. Webb has been selected as the firm best suited to provide engineering design and construction management services due to their experience and successful completion of similar projects for the County of Riverside.

**Impact on Citizens and Businesses**

The off-site improvements will be designed for public safety, aesthetics and convenience for traversing either by vehicle or on foot in and around the East County Detention Center.

**Additional Fiscal Information**

It is anticipated that the civil engineering design will be completed within FY 2014/15 and the remaining services for construction management will be expended in FY 2015/16. All costs associated with this project will be 100% funded through Bond Proceeds. Expenditures for FY 2014/15 are estimated at \$426,750; expenditures for FY 2015/16 are estimated at \$222,660, thus no net county costs will be incurred and no budget adjustment is required at this time.

Attachment:

Professional Services Agreement for Engineering Design and Construction Management Services

# **AGREEMENT**

for

**Engineering Services**

between

**County of Riverside**

and

**Albert A. Webb Associates, Inc.**

# Table of Contents

<b>ARTICLE I • DESIGNATED CONTACTS</b> .....	<b>1</b>
<b>ARTICLE II • PROJECT DEFINITION</b> .....	<b>1</b>
<b>ARTICLE III • COOPERATIVE AGENCIES</b> .....	<b>1</b>
A. Lead Agency.....	1
B. COUNTY Standards .....	2
<b>ARTICLE IV • CONDITIONS</b> .....	<b>2</b>
A. Notifications .....	2
B. Assignment .....	3
C. Subcontracts .....	3
D. Modifications .....	3
E. COUNTY Directives .....	4
F. Liability .....	4
G. Indemnification and Defense .....	5
H. Quality Control .....	6
I. Value Engineering.....	7
J. Extra Work .....	7
K. Disputes .....	7
L. Termination Without Cause .....	7
M. Termination for Lack of Performance .....	8
N. Insurance .....	8
O. Conflict of Interest.....	11
P. Legal Compliance .....	11
Q. Nondiscrimination .....	12
R. Labor Code and Prevailing Wages .....	12
S. Review and Inspection.....	13
T. Record Retention / Audits .....	13
U. Ownership of Data .....	14
V. Confidentiality of Data.....	14
W. Funding Requirements.....	14
<b>ARTICLE V • PERFORMANCE</b> .....	<b>15</b>
A. Performance Period.....	15
B. Time Extensions .....	15
C. Reporting Progress .....	16
D. Evaluation of ENGINEER .....	16
<b>ARTICLE VI • COMPENSATION</b> .....	<b>16</b>
A. Work Authorization.....	16
B. Basis of Compensation .....	16
C. Progress Payments.....	17
<b>ARTICLE VII • GENERAL TERMS</b> .....	<b>19</b>
<b>ARTICLE VIII • APPROVALS</b> .....	<b>20</b>
<b>APPENDICES</b>	
1. Schedule of Services .....	A
2. Budget.....	B

1 **PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

2 This Agreement for Professional Engineering Services is made by and between the COUNTY OF RIVERSIDE,  
3 hereinafter referred to as "COUNTY", and Albert A. Webb Associates, hereinafter referred to as "ENGINEER",  
4 (collectively the "Parties"), who are located at the following addresses:

5 County of Riverside	Albert A. Webb Associates, Inc.
6 Economic Development Agency	3788 McCray Street
7 Tenth Street, 4 <sup>th</sup> Floor	Riverside, CA 92506
8 Riverside, CA 92501	

9 The Parties do hereby agree as follows:

10 **ARTICLE I • DESIGNATED CONTACTS**

11 Coordination of ENGINEER and COUNTY activities shall be accomplished through the ENGINEER'S PROJECT  
12 MANAGER, and a COUNTY PROJECT MANAGER.

13 The PROJECT MANAGER for ENGINEER shall be:

14 Delish Sheth, PE, TE, Vice President

15 The COUNTY PROJECT MANAGER for COUNTY shall be:

16 Anna Rodriguez, County Project Manager

17 **ARTICLE II • PROJECT DEFINITION**

18 The COUNTY desires to provide for the necessary and required off-site improvements for the East County  
19 Detention Center in the City of Indio. The project requires both civil engineering design and construction  
20 administration services. ENGINEER shall furnish all technical and professional services including labor, material,  
21 equipment, transportation, supervision, and expertise to fully and adequately perform and complete the covenants  
22 set forth in Exhibit A, Schedule of Services, which is attached hereto and incorporated herein by reference. All  
23 services and deliverables associated with the performance and accomplishment of the covenants described in the  
24 Schedule of Services is hereinafter collectively referred to as the "PROJECT".

25 **ARTICLE III • COOPERATIVE AGENCIES**

26 **A. Lead Agency**

27 COUNTY has designated its Economic Development Agency as the lead agency for PROJECT.  
28 ENGINEER agrees that it will maintain coordination with COUNTY designated personnel as may be  
29 requested or required for PROJECT.

1 **B. COUNTY Standards**

2 All deliverables shall be prepared in accordance with the current COUNTY practices, regulations, policies,  
3 procedures, manuals and standards where applicable. All deliverables are subject to review and  
4 approval by COUNTY.

5 **C. ENGINEER Staff**

6 1. ENGINEER has been selected to perform the PROJECT herein because of the skills and expertise of  
7 key individuals. ENGINEER agrees that the following key individuals in ENGINEER'S company shall  
8 be associated with the PROJECT in the following capacities:

JOB TITLE	NAME
Project Manager	Delish Sheth, PE, TE, Vice President
Principal-In-Charge	Bruce Davis, PE, Senior Vice President
Technical Advisor	Scott Hildebrandt, PE, Senior Vice President
Storm Drain & Water Quality	Joseph Caldwell, PE, CPESC, CPSWQ, Director

14  
15 2. ENGINEER shall not change any of the key personnel listed above without prior written approval of  
16 COUNTY, unless said personnel ceases to be employed by ENGINEER. In either case, COUNTY  
17 shall be allowed to interview and approve replacement personnel.

18 3. If any designated lead or key person fails to perform to the satisfaction of the COUNTY, then upon  
19 written notice the ENGINEER shall immediately remove that person from the PROJECT and provide a  
20 temporary replacement. ENGINEER shall within seven (7) days provide a permanent replacement  
21 person acceptable to COUNTY.

22  
23 **ARTICLE IV • CONDITIONS**

24 **A. Notifications**

25 All notices hereunder and communications regarding interpretation of the terms of this Agreement and  
26 changes thereto shall be effected by the mailing thereof by registered or certified mail, return receipt  
27 requested, postage prepaid and addressed to the attention of the ENGINEER PROJECT MANAGER or  
28 the COUNTY PROJECT MANAGER at the respective addresses provided on page one of this  
29 Agreement.

1 **B. Assignment**

2 In as much as this Agreement is intended to secure the specialized services of ENGINEER, ENGINEER  
3 may not assign, transfer, delegate or sublet any interest herein without the prior written consent of  
4 COUNTY, which may be granted or withheld in its' sole discretion; and any such assignment, transfer,  
5 delegation or sublease without the COUNTY'S prior written consent shall be considered null and void.

6 **C. Subcontracts**

- 7 1. ENGINEER shall perform the services contemplated with resources available within its own organization.  
8 No portion of the services pertinent to this Agreement shall be subcontracted without written authorization  
9 by the COUNTY PROJECT MANAGER, except that which is expressly identified in this Agreement.
- 10 2. In the event ENGINEER subcontracts any portion of ENGINEER'S duties under this Agreement,  
11 ENGINEER shall require its subcontractors to comply with the terms of this Agreement in the same  
12 manner as required of ENGINEER including, but not limited to; indemnification of the COUNTY, requiring  
13 the same insurance of Subcontractors as required of ENGINEER, and having Subcontractor's insurance  
14 name the COUNTY as Additional Insured for each type of insurance where this Agreement requires  
15 ENGINEER'S insurance to name COUNTY as Additional Insured.

16 **D. Modifications**

- 17 1. This Agreement may be amended or modified only by mutual written agreement of the Parties. No  
18 alteration or variation of the terms of this contract will be valid unless made in writing and signed by the  
19 Parties hereto and no oral understanding or agreement not incorporated herein, will be binding on any of  
20 the Parties hereto.
- 21 2. Minor modifications are changes that do not substantially affect the Scope of Service. Minor  
22 modifications may be: a shift of funds between tasks within a budget category; the shifting of work and/or  
23 funding from one phase to another. All requests for minor modifications must be approved in writing by  
24 the Director of EDA, or his designee, prior to implementing the change.
- 25 3. There shall be no change in the ENGINEER PROJECT MANAGER or key members of the PROJECT  
26 team without prior written approval by the COUNTY PROJECT MANAGER.
- 27 4. All modifications that do not fit within the definition of a minor modification to this Agreement shall be  
28 considered a major change and must be approved in writing by the ENGINEER and COUNTY Board of  
29 Supervisors prior to implementing the major change.

1 **E. COUNTY Directives**

2 ENGINEER shall receive contract directions and interpretations from the COUNTY PROJECT  
3 MANAGER.

4 **F. Liability**

- 5 1. ENGINEER has total responsibility for the accuracy and completeness of all data, reports, plans, and  
6 estimates prepared for PROJECT and shall check all such material accordingly. COUNTY will review all  
7 work product deliverables. The responsibility for accuracy and completeness of such items remains  
8 solely that of ENGINEER. Neither the COUNTY'S review nor approval shall give rise to any liability or  
9 responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve ENGINEER of its  
10 professional responsibilities or obligations under this Agreement.
- 11 2. The plans, designs, estimates, calculations, reports and other documents furnished in accordance with  
12 the Scope of Services shall meet the criteria for acceptance and be a product of neat appearance, well  
13 organized, technically and grammatically correct, checked and having the preparer and checker  
14 identified. The minimum standard of appearance, organization and contents shall be of similar types  
15 produced by COUNTY. If any work product submitted is not complete and ready for use by COUNTY, it  
16 shall be marked "Draft" or similar designation to indicate it is not ready for use by COUNTY. COUNTY  
17 expects that all work products not so designated are ready for and can be used on PROJECT.
- 18 3. COUNTY and ENGINEER agree that plans, drawings or other work products prepared by ENGINEER are  
19 for the exclusive use of COUNTY and will be used by COUNTY for the project for which they were  
20 specifically prepared. ENGINEER shall not be responsible for use of such plans, drawings or other work  
21 products if used on a different project without the written authorization or approval by ENGINEER.
- 22 4. ENGINEER acknowledges that the plans, drawings and/or other work products may be used by COUNTY  
23 for the PROJECT regardless of any disputes that may develop between ENGINEER and COUNTY. All  
24 plans, drawings, or other work product shall be deemed the sole and exclusive property of COUNTY and  
25 ownership thereof is irrevocably vested in COUNTY whether the PROJECT is executed or not.
- 26 5. ENGINEER, and the agents and employees of ENGINEER, in the performance of this contract, shall act  
27 in an independent capacity and not as officers, employees or agents of COUNTY.
- 28 6. ENGINEER has the sole discretion to determine how, when, and where to perform services required to  
29 achieve the final result specified in the Scope of Services for PROJECT subject to PROJECT timelines



1 and availability of access during COUNTY regular operating hours.

2 7. ENGINEER has the right to perform services for other clients during the term of this Agreement as long  
3 as such services are not in direct conflict with the services provided to COUNTY.

4 8. ENGINEER and its employees shall not be entitled to and are not eligible for COUNTY employee  
5 benefits, including, but not limited to, medical, dental or vision insurance, life insurance, retirement  
6 benefits, vacation or sick pay, or any other benefit or compensation beyond that which is set forth  
7 explicitly in this contract.

8 9. ENGINEER shall provide and maintain, throughout the term of this contract, their own workspace, tools,  
9 equipment and supplies necessary to perform the duties set forth for ENGINEER under this Agreement.  
10 Notwithstanding the foregoing, COUNTY may, in its sole discretion, and with prior consent, provide  
11 access to COUNTY facilities, offices or meeting rooms during regular business hours for meetings,  
12 conferences or other work of ENGINEER.

13 **G. Indemnification and Defense**

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

24 2. ENGINEER further agrees to and shall indemnify and hold harmless the Indemnitees from all liability  
25 arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractor  
26 of ENGINEER for salary, wages, compensation, health benefits, insurance, retirement or any other  
27 benefit not explicitly set forth in this Agreement and arising out of work performed for COUNTY pursuant  
28 to this Agreement.

29 2. The duty to indemnify does not include loss, suits, claims, demands, actions, or proceedings caused by

1 actual negligence of Indemnitees; however, any actual negligence of Indemnitees will only affect the duty  
2 to indemnify for the specific act found to be negligence, and will not preclude a duty to indemnify for any  
3 act or omission of ENGINEER.

4 3. ENGINEER shall defend and pay, at its sole expense, all costs and fees, including but not limited to  
5 attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or  
6 proceedings based or alleged to be based on any act or omission of ENGINEER arising out of or from the  
7 performance of services under this contract. The duty to defend applies to any alleged or actual  
8 negligence, recklessness, willful misconduct, error or omission of ENGINEER. The duty to defend shall  
9 apply whether or not ENGINEER is a party to the lawsuit, and shall apply whether or not ENGINEER is  
10 directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or  
11 found to be actively negligent, unless the act or omission at issue was caused by the sole active  
12 negligence of Indemnitees.

13 4. The specified insurance provisions and limits required in this contract shall in no way limit or circumscribe  
14 ENGINEER'S obligations to indemnify and hold harmless Indemnitees from third party claims.

15 5. In the event there is conflict between the indemnity and defense provisions and California Civil Code  
16 Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil  
17 Code sections 2782 and 2782.8.

#### 18 **H. Quality Control**

19 ENGINEER shall implement and maintain the following quality control procedures during the preparation  
20 of the plans, reports, and documents relating to PROJECT. ENGINEER shall have a quality control plan  
21 in effect during the entire time services are being performed under this contract. The plan shall establish  
22 a process whereby calculations are independently checked, plans checked, corrected and back-checked,  
23 and all job related correspondence and memoranda routed and received by affected persons and then  
24 bound in appropriate job files. Where several drawings show different work in the same area, means  
25 shall be provided to avoid conflicts and misalignment in both new and existing improvements. Evidence  
26 that the quality control plan is functional may be requested by the COUNTY PROJECT MANAGER. All  
27 plans, calculations, documents and other items submitted to the COUNTY PROJECT MANAGER for  
28 review shall be marked clearly as being fully checked and that the preparation of the material followed the  
29 quality control plan established for the work.

1 **I. Extra Work**

- 2 1. In the event that COUNTY directs ENGINEER to provide services constituting Extra Work, COUNTY shall  
3 provide extra compensation to the ENGINEER. Allowable compensation for approved extra work will be  
4 based on the provisions of Exhibit B, Budget, which is attached hereto and incorporated herein by  
5 reference.
- 6 2. An amendment to this Agreement providing for such compensation for Extra Work shall be issued by  
7 COUNTY to ENGINEER. Such Amendment shall not be effective until executed by both Parties.
- 8 3. ENGINEER shall not perform Extra Work until receiving written authorization from the COUNTY  
9 PROJECT MANAGER.

10 **J. Disputes**

- 11 1. In the event ENGINEER considers any work demanded of him to be outside the requirements of this  
12 Agreement, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall  
13 promptly upon receipt of such order, instruction or decision, ask for a written confirmation of the same  
14 whereupon he shall proceed without delay to perform the work or to conform to the order, instruction, or  
15 decision; but unless ENGINEER finds such order, instruction, or decision satisfactory, he shall within 20  
16 days after receipt of same, file a written protest with COUNTY stating clearly and in detail his objections  
17 and reasons therefore. Except for such protests or objections as are made of record in the manner  
18 specified and within the time stated herein, and except for such instances where the basis of a protest  
19 could not reasonably have been foreseen by ENGINEER within the time limit specified for protest,  
20 ENGINEER hereby waives all grounds for protests or objections to the orders, instruction, or decisions of  
21 COUNTY and hereby agrees that, as to all matters not included in such protests, the orders, instructions  
22 and decisions of COUNTY will be limited to matters properly falling within COUNTY's authority.
- 23 2. Any controversy or claim arising out of or relating to this Agreement which cannot be resolved by mutual  
24 agreement may be settled by mediation or arbitration, provided that the Parties mutually agree to submit  
25 to mediation or arbitration.
- 26 3. Neither the pendency of a dispute nor its consideration by arbitration will excuse ENGINEER from full and  
27 timely performance in accordance with the terms of the contract.

28 **K. Termination Without Cause**

- 29 1. COUNTY reserves the right to terminate this contract at COUNTY's discretion and without cause, upon

1 thirty (30) calendar days written notice to ENGINEER.

2 2. In the event of termination of the Agreement, upon demand, ENGINEER shall deliver to COUNTY all field  
3 notes, surveys, studies, reports, plans, drawings, specifications, and all other materials and documents  
4 prepared by or provided to ENGINEER in the performance of this contract. All such documents and  
5 materials shall be property of COUNTY.

6 3. In the event that this contract is terminated, ENGINEER is entitled to full payment for all services  
7 performed in accordance with the terms of this Agreement up to the time written notice of contract  
8 cancellation is received by ENGINEER. Payment shall be made for services performed to date based  
9 upon the percentage ratio that the basic services performed bear to the services contracted for, less  
10 payments made to date; plus any amount for authorized, but unpaid, extra work performed and costs  
11 incurred.

12 **L. Termination for Lack of Performance**

13 COUNTY may terminate this contract and be relieved of the payment of any consideration to ENGINEER  
14 should ENGINEER fail to perform the covenants herein contained at the time and in the manner herein  
15 provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed  
16 proper by COUNTY. In such event, ENGINEER shall be paid only for work completed and delivered to  
17 COUNTY in a timely and successful manner.

18 **M. Insurance**

19 Without limiting or diminishing the ENGINEER'S obligation to indemnify or hold the COUNTY harmless,  
20 ENGINEER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following  
21 insurance coverage's during the term of this Agreement. As respects to the insurance section only, the  
22 COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments,  
23 their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or  
24 representatives as Additional Insureds.

25 1. Workers' Compensation:

26 If the ENGINEER has employees as defined by the State of California, the ENGINEER shall maintain  
27 statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of  
28 California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with  
29 limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive

1 subrogation in favor of The County of Riverside.

2 2. Commercial General Liability:

3 Commercial General Liability insurance coverage, including but not limited to, premises liability,  
4 unmodified contractual liability, products and completed operations liability, personal and advertising  
5 injury, and cross liability coverage, covering claims which may arise from or out of ENGINEER'S  
6 performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's  
7 limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance  
8 contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2)  
9 times the occurrence limit.

10 3. Vehicle Liability:

11 If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then  
12 ENGINEER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an  
13 amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a  
14 general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the  
15 occurrence limit. Policy shall name the COUNTY as Additional Insureds.

16 4. Professional Liability

17 ENGINEER shall maintain Professional Liability Insurance providing coverage for the ENGINEER's  
18 performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per  
19 occurrence and \$2,000,000 annual aggregate. If ENGINEER'S Professional Liability Insurance is written  
20 on a claims made basis rather than an occurrence basis, such insurance shall continue through the term  
21 of this Agreement and ENGINEER shall purchase at his sole expense either 1) an Extended Reporting  
22 Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a  
23 retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through  
24 Certificates of Insurance that ENGINEER has Maintained continuous coverage with the same or original  
25 insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

26 5. General Insurance Provisions - All lines:

27 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of  
28 California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are  
29 waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement

1 for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2 b. The ENGINEER must declare its insurance self-insured retention for each coverage required herein.

3 If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the  
4 prior written consent of the County Risk Manager before the commencement of operations under this  
5 Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the  
6 election of the Country's Risk Manager, ENGINEER'S carriers shall either; 1) reduce or eliminate  
7 such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which  
8 guarantees payment of losses and related investigations, claims administration, and defense costs  
9 and expenses.

10 c. ENGINEER shall cause ENGINEER'S insurance carrier(s) to furnish the County of Riverside with  
11 either 1) a properly executed original Certificate(s) of Insurance and certified original copies of  
12 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing  
13 by the County Risk Manager, provide original Certified copies of policies including all Endorsements  
14 and all attachments thereto, showing such insurance is in full force and effect. Further, said  
15 Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty  
16 (30) days written notice shall be given to the County of Riverside prior to any material modification,  
17 cancellation, expiration or reduction in coverage of such insurance. In the event of a material  
18 modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate  
19 forthwith, unless the County of Riverside receives, prior to such effective date, another properly  
20 executed original Certificate of Insurance and original copies of endorsements or certified original  
21 policies, including all endorsements and attachments thereto evidencing coverage's set forth herein  
22 and the insurance required herein is in full force and effect. ENGINEER shall not commence  
23 operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified  
24 original copies of endorsements and if requested, certified original policies of insurance including all  
25 endorsements and any and all other attachments as required in this Section. An individual authorized  
26 by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and  
27 the Certificate of Insurance.

28 d. It is understood and agreed to by the parties hereto that the ENGINEER'S insurance shall be  
29 construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured

1 retention's or self-insured programs shall not be construed as contributory.

- 2 e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope  
3 of services; or, there is a material change in the equipment to be used in the performance of the  
4 scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5)  
5 years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of  
6 liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the  
7 amount or type of insurance carried by the ENGINEER has become inadequate.
- 8 f. ENGINEER shall pass down the insurance obligations contained herein to all tiers of ENGINEERS  
9 working under this Agreement.
- 10 g. The insurance requirements contained in this Agreement may be met with a program(s) of self-  
11 insurance acceptable to the COUNTY.
- 12 h. ENGINEER agrees to notify COUNTY of any claim by a third party or any incident or event that may  
13 give rise to a claim arising from the performance of this Agreement.

14 **N. Conflict of Interest**

15 ENGINEER warrants, by execution of this Agreement, that no person or selling agency has been  
16 employed or retained to solicit or secure this contract upon an agreement or understanding for a  
17 commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide  
18 established commercial or selling agencies maintained by ENGINEER for the purpose of securing  
19 business. For breach or violation of this warranty, COUNTY has the right to annul this Agreement without  
20 liability, pay only for the value of the work actually performed, or in its discretion to deduct from the  
21 contract price or consideration, or otherwise recover, the full amount of such commission, percentage,  
22 brokerage, or contingent fee. ENGINEER may be requested to complete a Conflict of Interest Statement  
23 prior to, during, or after execution of this contract. ENGINEER understands that as a condition of this  
24 contract ENGINEER agrees to complete the Conflict of Interest Statement when requested to do so by  
25 COUNTY.

26 **O. Legal Compliance**

27 ENGINEER shall comply with all Federal, State and local laws, statutes, ordinances, rules and  
28 regulations, and the orders and decrees of any courts or administrative bodies or tribunals currently in  
29 effect and in any manner affecting the performance under this contract, including, without limitation,

1 workers' compensation laws and licensing and regulations.

2 **P. Nondiscrimination**

- 3 1. During the performance of this Agreement, ENGINEER and its Subcontractors shall not act unlawfully  
4 against any employee or applicant for employment because of race, religion, color, national origin,  
5 ancestry, physical handicap, medical condition, marital status, age or sex. ENGINEER and  
6 Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government  
7 Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California  
8 Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment  
9 and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of  
10 Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by  
11 reference and made a part hereof as if set forth in full. ENGINEER and its Subcontractors shall give  
12 written notice of their obligations under this clause to labor organizations with which they have a collective  
13 bargaining or other agreement.
- 14 2. ENGINEER will provide all information and reports required by the Regulations, or orders and instructions  
15 issued pursuant thereto, and will permit access to its books, records, accounts, other sources of  
16 information, and its facilities as may be determined by COUNTY to be pertinent to ascertain compliance  
17 with such Regulations, orders and instructions. Where any information required of ENGINEER is in the  
18 exclusive possession of another who fails or refuses to furnish this information, ENGINEER shall so  
19 certify to COUNTY, and shall set forth what efforts he has made to obtain the information.
- 20 3. In the event of ENGINEER'S noncompliance with the nondiscrimination provisions of this contract,  
21 COUNTY shall impose such contract sanctions as it determines to be appropriate, including, but not  
22 limited to:
- 23 • Withholding of payments to ENGINEER under the contract until ENGINEER complies;
  - 24 • Cancellation, termination, or suspension of the contract in whole or in part.
- 25 4. ENGINEER shall include the nondiscrimination and compliance provisions of this clause in all  
26 subcontracts to perform work under this contract.
- 27 5. ENGINEER shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR  
28 21 through Appendix H and 23 CFR 710.405(b) is applicable to this contract by reference.

29 **Q. Labor Code and Prevailing Wages**



- 1 1. Certain Classifications of Labor under this contract may be subject to prevailing wage requirements.
- 2 2. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with  
3 Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here  
4 set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination,  
5 penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's  
6 compensation insurance and directly affect the method of prosecution of the work by ENGINEER and  
7 subject it under certain conditions to penalties and forfeitures. Execution of the contract by the parties  
8 constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are  
9 required to stipulate as to by the provisions of said Chapter 1, constitutes ENGINEER'S certification that  
10 he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes  
11 ENGINEER'S certification as follows: "I am aware of the provisions of Section 3700 of the California  
12 Labor Code which require every employer to be insured against liability for worker's compensation or to  
13 undertake self-insurance in accordance with the provisions of that Code, and I will comply with such  
14 provisions before commencing the performance of the work of this contract."  
15 3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem  
16 wages applicable to the work, and for holiday and overtime work, including employer payments for health  
17 and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have  
18 been determined by the Director of the California Department of Industrial Relations. These wages are  
19 available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>.

#### 20 **R. Review and Inspection**

21 ENGINEER and any Subcontractors shall permit COUNTY to review and inspect PROJECT activities  
22 including review and inspection on a daily basis, if requested.

#### 23 **S. Record Retention / Audits**

- 24 1. ENGINEER, Subcontractors, and COUNTY shall maintain all books, documents, papers, accounting  
25 records, and other evidence pertaining to the performance of the contract, but not limited to, the costs of  
26 administering the contract. All parties shall make such materials available at their respective offices at all  
27 reasonable times during the contract period and for ten years from the date of final payment under the  
28 contract or ten years from project closeout, whichever is later.
- 29 2. COUNTY, the State Auditor General, or any duly authorized representative of the State Government shall

1 have access to any books, records, and documents of ENGINEER that are pertinent to the contract for  
2 audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

3 **T. Ownership of Data**

4 Ownership and title to all reports, documents, plans, specifications, and estimates produced as part of  
5 this contract will automatically be vested in COUNTY and no further agreement will be necessary to  
6 transfer ownership to COUNTY.

7 **U. Confidentiality of Data**

- 8 1. All financial, statistical, personal, technical or other data and information which is designated confidential  
9 by COUNTY, and made available to ENGINEER in order to carry out this contract, shall be protected by  
10 ENGINEER from unauthorized use and disclosure.
- 11 2. Permission to disclose information on one occasion for a public hearing held by COUNTY relating to the  
12 contract shall not authorize ENGINEER to further disclose such information or disseminate the same on  
13 any other occasion.
- 14 3. ENGINEER shall not comment publicly to the press or any other media regarding the contract, including  
15 COUNTY actions regarding this contract. Communication shall be limited to COUNTY, or ENGINEER'S  
16 staff that are involved with the project, unless ENGINEER shall be requested by COUNTY to attend a  
17 public hearing or respond to questions from a Legislative committee.
- 18 4. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and  
19 nondisclosure of the same.
- 20 5. ENGINEER shall not issue any news release or public relations item of any nature whatsoever regarding  
21 work performed or to be performed under this contract without prior review of the contents thereof by  
22 COUNTY and receipt of COUNTY's written permission.

23 **V. Funding Requirements**

- 24 1. All obligations of COUNTY are subject to appropriation of resources by various Federal, State and local  
25 agencies.
- 26 2. This contract is valid and enforceable only if sufficient funds are made available to COUNTY for the  
27 purpose of this PROJECT. In addition, this contract is subject to any additional restrictions, limitations,  
28 conditions or any statute enacted by Congress, State Legislature or COUNTY that may affect the  
29 provisions, terms or funding of this contract in any manner.

- 1 3. It is mutually agreed that if sufficient funds for the program are not appropriated, this contract will be  
2 amended or terminated to reflect any reduction in funds.

3 **ARTICLE V • PERFORMANCE**

4 **A. Performance Period**

- 5 1. This Agreement shall begin upon notification to proceed by the COUNTY PROJECT MANAGER. Unless  
6 terminated or otherwise cancelled as permitted herein, the term of this Agreement shall be: January 15,  
7 2015 to June 30, 2017.
- 8 2. ENGINEER is advised that any recommendation for contract award is not binding on COUNTY until the  
9 proposed contract is fully executed and approved by COUNTY.
- 10 3. ENGINEER shall perform PROJECT services in accordance with the provisions set forth in Exhibit A,  
11 Schedule of Services, which is attached hereto and incorporated herein by reference.
- 12 4. Where ENGINEER is required to prepare and submit studies, reports, plans, etc., to COUNTY, these  
13 shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to offer comments  
14 prior to final submission.
- 15 5. When COUNTY determines that ENGINEER has satisfactorily completed the PROJECT services,  
16 COUNTY may give ENGINEER a written Notice of Final Acceptance. ENGINEER shall not incur any  
17 further costs hereunder unless so specified in the Notice of Final Acceptance. ENGINEER may request a  
18 Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all covenants  
19 as stipulated in this contract.
- 20 6. Time is of the essence in this contract.

21 **B. Time Extensions**

- 22 1. Any delay in providing PROJECT services required by this contract occasioned by causes beyond the  
23 control and not due to the fault or negligence of ENGINEER, shall be the reason for granting an extension  
24 of time for the completion of the aforesaid work. When such delay occurs, ENGINEER shall promptly  
25 notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain  
26 the facts and the extent of the delay and grant an extension of time for the completion of the work when,  
27 in COUNTY's judgment, their findings of fact justify such an extension of time.
- 28 2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not  
29 intended to deny ENGINEER its' civil legal remedies in the event of a dispute.

1 **C. Reporting Progress**

- 2 1. As part of the monthly invoice ENGINEER shall submit a progress report in accordance to COUNTY.  
3 Progress Reports shall indicate the progress achieved during the previous month in relation to the  
4 Schedule of Services. Submission of such progress report by ENGINEER shall be a condition precedent  
5 to receipt of payment from COUNTY for each monthly invoice submitted.
- 6 2. To ensure understanding and performance of the contract objectives, meetings between COUNTY and  
7 ENGINEER shall be held as often as deemed necessary. All work objectives, ENGINEER'S work  
8 schedule, the terms of the contract and any other related issues will be discussed and/or resolved.  
9 ENGINEER shall keep minutes of meetings and distribute copies of minutes as appropriate.

10 **D. Evaluation of ENGINEER**

11 ENGINEER'S performance will be evaluated by COUNTY for future reference.

12 **ARTICLE VI • COMPENSATION**

13 **A. Work Authorization**

14 ENGINEER shall not commence performance of any work or project services until so directed by the  
15 County Project Manager. No payment will be made prior to approval of this contract.

16 **B. Basis of Compensation**

- 17 1. PROJECT services as provided under this contract and as described in the Scope of Services, shall be  
18 compensated for as defined in Exhibit B, Budget, which is attached hereto and incorporated herein by  
19 reference. The total amount of the contract is not to exceed Six Hundred-Forty Nine Thousand, Four  
20 Hundred and Ten Dollars (\$649,410).

21 If a contingency budget is provided, COUNTY shall hold such contingency in reserve for unforeseen Extra  
22 Work that may arise during the performance of this agreement. Contingency budget shall only be used at  
23 the discretion of the COUNTY PROJECT MANAGER, and with prior written authorization by the COUNTY  
24 PROJECT MANAGER.

25 No additional compensation for Extra Work will be paid except upon the issuance of an Extra Work Order  
26 by COUNTY.

- 27 2. Prior authorization in writing by the COUNTY PROJECT MANAGER will be required before ENGINEER  
28 enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies, equipment or  
29 ENGINEER services. ENGINEER shall provide an evaluation of the necessity or desirability of incurring

1 such costs.

- 2 3. For purchase of any item, service or consulting work not covered in ENGINEER'S proposal and  
3 exceeding \$500, with prior authorization by the COUNTY PROJECT MANAGER, three competitive  
4 quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.
- 5 4. Any equipment purchased as a result of this contract is subjected to the following: ENGINEER shall  
6 maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a  
7 useful life of at least two years and an acquisition cost of \$500 or more. If the purchased equipment  
8 needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit. At the  
9 conclusion of the contract or if the contract is terminated, ENGINEER may either keep the equipment and  
10 credit COUNTY in an amount equal to its fair market value or sell such equipment at the best price  
11 obtainable at a public or private sale in accordance with established COUNTY procedures and credit  
12 COUNTY in an amount equal to the sales price. If ENGINEER elects to keep the equipment, fair market  
13 value shall be determined, at ENGINEER'S expense, on the basis of a competent independent appraisal  
14 of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by COUNTY, and  
15 ENGINEER. If it is determined to sell the equipment, the terms and conditions of such sale must be  
16 approved in advance by COUNTY and AGENCIES.
- 17 5. The consideration to be paid ENGINEER, as provided herein, shall be in compensation for all of  
18 ENGINEER'S expenses incurred in the performance hereof, including travel and per diem, unless  
19 otherwise expressly so provided.
- 20 6. In the event of errors or omissions in the plans for PROJECT, ENGINEER shall perform the necessary  
21 engineering services required to correct such errors and omissions without additional charge to COUNTY.
- 22 7. ENGINEER shall be responsible for compliance with Government Code section 7550, if the total cost of  
23 the Agreement is over Five Thousand Dollars (\$5,000).

24 **C. Progress Payments**

- 25 1. ENGINEER shall submit monthly invoices for PROJECT Services in accordance with Exhibit B, Budget.
- 26 2. ENGINEER shall submit an invoice each month for PROJECT services performed during the preceding  
27 month. Invoices shall be submitted to the COUNTY PROJECT MANAGER and shall be included with a  
28 Progress Report covering the same period as the submitted invoice.
- 29 3. Progress payments will be based on PROJECT services provided and actual costs incurred. Payments

1 made prior to the completion of each phase will not exceed the amount allowed in ENGINEER'S cost  
2 proposal for the completion of that phase and prior phases, unless approved in writing by the COUNTY  
3 PROJECT MANAGER.

- 4 4. Progress payments will be made as promptly as fiscal procedures will permit upon receipt by the  
5 COUNTY PROJECT MANAGER of itemized invoices.
- 6 5. COUNTY will withhold the last 10 percent of the budget for preparation of PS&E documents. The 10  
7 percent retainage is to be held after 90% of the PS&E phase has been billed and is not to be deducted  
8 from each invoice. The amount retained will be paid to ENGINEER after COUNTY has approved  
9 ENGINEER's plans, specifications and estimate.

## 10 **ARTICLE VII • GENERAL TERMS**

### 11 **A. Law, Venue**

- 12 1. This Agreement has been executed and delivered in the State of California and the validity, enforceability  
13 and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws  
14 of the State of California.
- 15 2. The County of Riverside shall be the venue for any action or proceeding that may be brought or arise out  
16 of, in connection with, or by reason of this Agreement.

### 17 **B. Severability**

18 If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to  
19 be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect  
20 and shall in no way be affected, impaired or invalidated thereby.

### 21 **C. Waiver**

22 Neither the COUNTY'S review, approval of, nor payment for, any of the services required under this  
23 Agreement shall be construed to operate as a waiver of any rights under this Agreement, and ENGINEER  
24 shall remain liable to the COUNTY in accordance with this Agreement for all damages to the COUNTY  
25 caused by ENGINEER'S failure to perform any of the services furnished under this Agreement to the  
26 standard of care of the ENGINEER for its services, which shall be, at a minimum the reasonable standard of  
27 care of a civil engineer with extensive experience in offsite roadway and storm drain experience in this  
28 region.

### 29 **D. Review of Terms**

1 Each Party warrants that it has had the opportunity to consult counsel and understands the terms of this  
2 Agreement and the consequences of executing it. In addition, each Party acknowledges that the drafting of  
3 this Agreement was the product of negotiation, that no party is the sole author of this Agreement, and that  
4 this Agreement shall not be construed against any party as the drafter of this Agreement.

5  
6 **Remainder of Page Intentionally Left Blank**

7 **(Signatures on following page)**  
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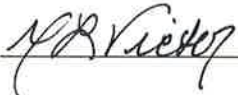
1 **ARTICLE VIII • APPROVALS**

2 **COUNTY** Approvals

3 APPROVED AS TO FORM:

4 GREGORY P. PRIAMOS, COUNTY COUNSEL

5 BY:

6  
7  Dated: 3/18/15  
8 Marsha L. Victor, Principal Deputy County Counsel

9  
10 APPROVAL BY THE BOARD OF SUPERVISORS


11  
12  
13 \_\_\_\_\_ Dated: \_\_\_\_\_  
14 **MARION ASHLEY**  
15 PRINTED NAME  
16 Chairman, Riverside County Board of Supervisors

17 **ATTEST:**


18  
19  
20 \_\_\_\_\_ Dated: \_\_\_\_\_  
21 **KECIA HARPER-IHEM**  
22 Clerk of the Board (SEAL)  
23  
24  
25  
26  
27  
28  
29

**ENGINEER** Approvals

ENGINEER: Albert A. Webb Associates

\_\_\_\_\_ Dated: 1/28/15  
  
DILESH SHETH, PE, TE  
\_\_\_\_\_  
Vice President

ENGINEER:

 Dated: 1/28/15  
SCOTT HILDEBRANDT, PE  
\_\_\_\_\_  
Senior Vice President



**EXHIBIT A**  
**East County Detention Center Offsite Improvements**

- Construct eastbound right turn lane on Highway 111 approaching Oasis Street.
- Remove existing asphalt pavement and underlying base material in Highway 111, full-width, between the western edge of Smurr Street and the western edge of Arabia Street and install new full-depth asphalt and aggregate base in accordance with Indio standards.
- Construct or replace sidewalk, curb ramps, curb and gutter and cross-gutters on Highway 111 between the western edge of Smurr Street and the western edge of Arabia Street where needed as determined by the City of Indio.
- Submit striping plans and install appropriate pavement striping, pavement legends and traffic signage on Highway 111 between Jackson Street and Monroe Street as approved by the City of Indio.
- Internal circulation patterns may dictate that some of the ECDC exits onto Highway 111 be Right Turn Only. Construction of, or modifications to, the medians in Highway 111 may be necessary, as determined by the City of Indio.
- Modify or replace full Traffic Signals at Oasis/111 and Arabia/111 as determined by the City of Indio.
- Construct regional storm drain improvements on Highway 111 and Oasis Street. Such improvements shall consist of an engineered storm drain line along Highway 111 and Oasis Street, which will end at the retention basin located on the northwest corner of Oasis Street and Dr. Carreon Boulevard, to the satisfaction of the Public Works Director/City Engineer, City of Indio.
- Replace or install landscaping in medians and parkway areas on both sides of Highway 111 from Smurr Street to Arabia Street as determined by the City of Indio. Landscape plans shall be reviewed and approved by the City of Indio.
- Underground the overhead utility lines, remove existing street lights and install new street lights on Highway 111 between the western edge of Arabia Street and the eastern boundary of the ECDC project, or the western edge of Smurr Street, whichever is further east.
- Coordinate with the Indio Water Authority on the installation of new water lines and the relocation of existing water lines.
- Obtain all permits, pay all fees, and comply with city standards as deemed necessary by the City of Indio.
- The traffic study will be completed to City of Indio's satisfaction.

# East County Detention Center Effort Breakdown and Budget

## Exhibit B

Task Description	Total
<b>Task 1 - Meetings</b>	
Kickoff meeting including Sub-consultants and agencies	\$ 1,000
Project Development Team (PDT) meetings	\$ 7,580
Meeting with City of Indio plan check staff and City Traffic Engineer providers	\$ 2,000
Other meetings - as necessary such as, but not limited to, business owners, Larson Justice Center, and filed reviews	\$ 2,000
	\$ 960
<b>Task 2 - Schedule</b>	
Project Schedule	\$ 1,500
<b>Task 3- Research and Record Information</b>	
Underground & above ground improvements, easements, centerline, right-of-way of private property lines	\$ 6,580
<b>Task 4 - Traffic Analysis</b>	
Traffic Analysis	\$ 8,360
<b>Task 5- Hydrology and Hydraulic Report</b>	
Hydrology and hydraulic analysis	\$ 15,980
Review City Master Storm Drain Plan, capacity of existing basin and storm drain	\$ 4,600
<b>Task 6 - Water Quality Management Plan</b>	
Evaluate project site specific conditions and constraints	\$ 6,200
<b>Task 7 - Surveying and Topographic Mapping</b>	
Aerial Survey	\$ 19,925
Aerial Survey (Oasis, Plaza, and Dr. Carreon Blvd.)	\$ 5,360
Field Survey	\$ 12,160
Field Survey (Oasis, Plaza, and Dr. Carreon Blvd.)	\$ 10,720
Utility Coordination	\$ 10,485
Dry Utility Tasks - Roadway Imp.	\$ 8,993
<b>Task 9 - Utility Potholing</b>	
Utility Potholing (30) Provided by Sub-Consultant	\$ 36,167
<b>Task 10 - Right-of-Way</b>	
Prepare base sheet showing existing property lines with all right-of-way and easement areas	\$ 920
<b>Task 11 - Title Report</b>	
EDA will provide title report when needed	\$ -
<b>Task 12 - Preliminary Design, Initial Cost Estimate, and Submittals</b>	
Storm Drain Alignment and Profile	\$ 16,240
Concept Roadway and Landscape Median Plans	\$ 10,040
Initial Cost Estimate (proposed roadway, storm drain, traffic signal, signing & striping, and utility relocation)	\$ 2,680
<b>Task 13 - Storm Drain Improvement Plans</b>	
Storm Drain Improvement Plans	\$ 64,280
<b>Task 14 - Water Quality Management Plan</b>	
Prepare Water Quality Management Plan	\$ 10,520
<b>Task 15 - Street Improvement Plans</b>	
Street Improvement Plans	\$ -
Street Improvement Plans (Oasis, Plaza, ADA Ramps on Arabia and Dr. Carreon)	\$ 53,640
	\$ 28,360

# East County Detention Center Effort Breakdown and Budget

Task Description		Total
<b>Task 16 - Traffic Signal Plans</b>		
Prepare Traffic Signal Plans	\$	20,240
<b>Task 17 - Signing &amp; Striping Plans</b>		
Prepare Signing & Striping Plans	\$	8,500
<b>Task 18 - Street Light Plans</b>		
Prepare Street Light Plans	\$	3,380
<b>Task 19 - Legal and Plates</b>		
Prepare legal description, plates deeds, and maps	\$	2,440
<b>Task 20 - Median Landscape and Hardscape</b>		
Median Landscape and Hardscape	\$	21,960
Median Landscape and Hardscape (Oasis)	\$	12,340
<b>Task 21 - Deliverables</b>		
Preparation of Specification	\$	5,280
<b>Task 22 - Submittals to City, Agencies, Utilities, Etc..</b>		
Plan Check Submittal, Process, and Coordination	\$	5,360
<b>Task 23 - Final Estimate of Quantities and Cost</b>		
Provide a construction quantity and cost estimate	\$	3,160
<b>Task 24 - Pre-Bid Stage</b>		
Pre-Bid Assistance	\$	2,000
<b>Task 25 - Bidding Stage</b>		
Bidding Assistance	\$	2,680
<b>Task 26 - Construction Administration and Management</b>		
Review and Approve Construction submittals and schedules	\$	3,240
Review and respond to RFI	\$	4,680
Attend Construction meetings and other required meetings	\$	5,760
Construction Stage (12 hr/week for CM and 10 hr/week for Coordinator for 48 weeks)	\$	163,280
Post Construction (including as-builts)	\$	15,520
<b>Task 27 - Additional Meetings and Coordination with Onsite Improvements</b>		
Additional Meetings and Coordination	\$	22,340
<b>Total</b>		<b>\$ 649,410</b>