

BY: Marsha L. Victor 3/3/10 DATE

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

263c



**FROM:** Redevelopment Agency

**SUBMITTAL DATE:**  
February 22, 2010

**SUBJECT:** Consulting Services Agreement – Temescal Canyon Road Improvement Project

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

1. Make the following findings:
  - a. The proposed road improvement project will benefit the El Cerrito/Temescal Canyon Sub-Area of the 1-1986 Redevelopment Project Area ("Project Area") by helping to eliminate blight within the Project Area by enhancing existing road infrastructure;
  - 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; and
  - 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; and

(Continued)

*Robert Field*

Robert Field  
Executive Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 370,105	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

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

<b>SOURCE OF FUNDS:</b> Redevelopment Project Area 1-1986 Capital Improvement Funds – El Cerrito/Temescal Canyon Sub-Area	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

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

APPROVE

*Jennifer L. Sargent*

BY: Jennifer L. Sargent

County Executive Office Signature

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

**MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY**

On motion of Supervisor Buster, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: March 16, 2010  
xc: RDA, EDA, Transp

Kecia Harper-Ihem  
Clerk of the Board  
By: *Kecia Harper-Ihem*  
Deputy

Prev. Agn. Ref.:

District: 1

Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

2. Approve and authorize the Chairman to execute the attached Consulting Services Agreement in the amount of \$370,105 between the Redevelopment Agency for the County of Riverside (Agency), and Trans-Pacific Consultants (Consultant), for the design of the Temescal Canyon Road Improvement Project (Project).
3. Delegate authority to the Executive Director of the Redevelopment Agency or designee for amendments up to 15% of the total contract amount.

**BACKGROUND:**

RDA staff and Riverside County Transportation Department staff have identified a need to widen Temescal Canyon Road to four lanes in the unincorporated community of Temescal Valley from the southern end of Wildrose Business Park to Dawson Canyon Road. The road segment is approximately one half of a mile long. The proposed road improvement project will include road widening to 4 lanes, curb, gutter, and sidewalk improvements; wet and dry utility relocations; flood control improvements and a signal modification and relocation at the intersection of Dawson Canyon Road and Temescal Canyon Road. Additionally, realignment alternatives will be prepared and evaluated to upgrade the northern segment of the project limits to meet current standards on speed limit and sight visibility distances. Furthermore, there are existing Southern California Edison (SCE) overhead utilities on the east side of the roadway which may need relocation due to the road widening.

The road widening project will greatly improve vehicular circulation, reduce congestion and also improve air quality. This project will assist in eliminating blighting conditions by providing the necessary road improvements that will improve roadway conditions for the community. Final plans and specifications are expected to be completed in the fourth quarter of 2010 and staff will return to the Board to request approval of the plans and specifications at that time.

A Request for Qualifications (RFQ) for the design and engineering services was released on July 1, 2009, and proposals were due on August 3, 2009. The Agency received 18 proposals and after a thorough review of each consultants experience and knowledge, references, fees, and schedule, the Agency selected Trans-Pacific Consultants (TPC).

Agency staff recommends the Board of Directors approve the Consulting Services Agreement with Trans-Pacific Consultants so the Agency may proceed with the design of the project.



1 Redevelopment Law, "redevelopment" means to conduct planning, development, and  
2 re-planning of all or part of a survey area as may be appropriate and necessary in the  
3 interest of general welfare, including recreational and other facilities incidental or  
4 appurtenant to them; and

5 **WHEREAS**, the proposed services provided in this Agreement will benefit the  
6 PROJECT AREA by eliminating blight and revitalizing the substandard physical and  
7 economic conditions to implement the PLAN; and

8 **WHEREAS**, AGENCY has selected ENGINEER to provide services based on  
9 their qualifications, experience, knowledge, references, fees and schedule; and

10 **WHEREAS**, ENGINEER has agreed to provide such services to AGENCY.

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

13 I. DESCRIPTION. ENGINEER shall render design and engineering services to  
14 AGENCY for all identified phases of the project for which AGENCY shall pay  
15 ENGINEER, as hereinafter provided, with relation to the design and construction  
16 of the improvements, herein referred to as "PROJECT," described and generally  
17 located as follows: Temescal Canyon Road Improvement, in the unincorporated  
18 area of Riverside County, CA.

19 II. SCOPE OF WORK. ENGINEER shall perform all services and other activities  
20 necessary to design and prepare construction documents ready to advertise and  
21 receive bids for the PROJECT in accordance with the terms of this Agreement  
22 and as outlined in the attached Exhibit "A," incorporated herein and by this  
23 reference made part hereof.

24 III. ENGINEER'S SERVICES. ENGINEER shall render the following services and  
25 related services as listed on the schedule in Exhibit "A".

26 A. CONCEPTUAL DESIGN/PRELIMINARY DESIGN: Using the direction  
27 provided by AGENCY staff, ENGINEER will develop a preliminary PROJECT  
28 plan representative of the direction given. This Phase will include those

1 services as set forth in Exhibit A, Section A.

2 B. FINAL DESIGN/CONSTRUCTION CONTRACT DOCUMENTS: Prepare  
3 a project schedule; coordinate utilities; prepare environmental  
4 documentation; prepare detailed construction contract drawings including  
5 engineering drawings and all related specifications, and prepare opinions  
6 of probable costs; prepare other necessary contract documents, using  
7 forms provided by AGENCY, to include general conditions and  
8 supplementary general conditions, instructions to bidders, form of  
9 proposal, agreement, bonds, and notice inviting bids. Apply for and obtain  
10 to the extent within ENGINEER's control required approvals from public  
11 agencies. Complete final contract documents and submit them for  
12 approval, ready to invite bids, including any recommended alternate bid  
13 provisions and period for construction, accompanied in writing with any  
14 recommended adjustments in estimated contract price and other budget;  
15 recommend time until receipt of bids, and for completion; all work as  
16 further set forth in Exhibit A, Section B.

17 C. CONSTRUCTION SERVICE: Issue drawings, specifications and other  
18 contract documents for bidding purposes; prepare and issue to all  
19 prospective bidders any necessary addenda not later than a reasonable  
20 period before the time fixed to receive bids, and submit the same for  
21 approval of AGENCY before award of the contract; consult with and make  
22 specific recommendations to AGENCY concerning responsibility of  
23 bidders and proposed subcontractors and concerning acceptance or  
24 rejection of bids and alternate bids; make weekly visits to the PROJECT  
25 and provide construction administration services and observation of the  
26 work to assist securing completion for conformity with the contract  
27 documents including drawings and specifications; without guaranteeing  
28 performance by contractors, observe compliance with contract

1 requirements by contractors, and promptly notify AGENCY of uncorrected  
2 noncompliance, substantial delays and observed deviations from  
3 requirements of the contract; interpret drawings and specifications; review  
4 and act on reports of results of materials and systems testing arranged for  
5 and paid by AGENCY or contractor as provided in the contract  
6 documents; review and accept (or reject) all submittals by the contractor  
7 required by the contract documents including shop drawings, products,  
8 and data samples for conformance with design concept and contract  
9 documents; review contractor's applications for payment and recommend  
10 certificates for payment, with full or partial withholding where  
11 circumstances so indicate; prepare and make all reports as required for  
12 local, state and federal agencies and obtain necessary approvals or other  
13 clearances thereon; file with AGENCY any required written warranties  
14 submitted by the contractor; based on ENGINEER's observations during  
15 construction, review and report opinion of accuracy and completeness of  
16 record drawings and file with AGENCY the record drawings and  
17 specifications prepared by the contractor and for which the contractor  
18 assumes sole responsibility for the accuracy and completeness thereof.  
19 ENGINEER shall not have the authority to stop the construction work for  
20 any reason; perform functions required of ENGINEER by the terms of this  
21 Agreement as more fully set forth in Exhibit A, Section C.

22 D. TIME OF PERFORMANCE: ENGINEER agrees it will diligently and  
23 responsibly pursue the performance of the services required of it by this  
24 Agreement and will deliver the construction contract documents suitable  
25 for bidding within six (6) months of execution of this Agreement by all  
26 parties thereto unless extended upon mutual agreement or due to events  
27 beyond the direct control of ENGINEER.

28 E. EXTRA WORK: Extra work shall be performed only when requested or

1 approved by AGENCY in writing, after written notice from ENGINEER as  
2 to the estimated cost thereof. Extra work shall include, but not be limited  
3 to:

- 4 1. Prepare planning surveys and special analyses of AGENCY's  
5 needs, In addition to the base requirements of the contract, to  
6 clarify requirements of the PROJECT when requested by AGENCY.
- 7 2. Revising previously approved drawings or specifications to  
8 accomplish changes ordered by AGENCY.
- 9 3. Consultation concerning replacement of any work damaged by fire  
10 or other cause during construction and furnishing professional  
11 services as may be required in connection with the replacement of  
12 such work.
- 13 4. Arranging for the work to proceed should the contractor default due  
14 to delinquency or insolvency.
- 15 5. Providing contract administration and observation of construction  
16 should the original construction contract time stated in Exhibit "A"  
17 be exceeded through no fault of ENGINEER.
- 18 6. Preparing drawings and/or specifications for correction of defects of  
19 construction discovered after completion, or letting contracts or  
20 observation of construction thereunder, preparing for or  
21 participating in litigation arising out of the construction contract or  
22 defects of construction, whether before or after completion, or the  
23 enforcement of guarantees or warranties.

#### 24 IV. ENGINEER'S COMPENSATION.

##### 25 A. Determination of Amount

- 26 1. For the services hereinabove required AGENCY shall pay to  
27 ENGINEER, in the manner hereinafter provided, a fee of Three  
28 Hundred Seventy Thousand, One Hundred Five dollars (\$370,105)

1 and shall be paid as provided in paragraph IV, C, Payment.

2 2. If the accepted bid amount is higher or lower than the construction  
3 cost established prior to bidding, ENGINEER's fee will not be  
4 changed, except for increases in scope of work which will be  
5 compensated per terms outlined below in IV, B, Additional  
6 Services.

7 3. Authorized reimbursable expenses shall be paid at ENGINEER's  
8 cost, plus 10%. Authorized reimbursable expenses are as follows,  
9 and shall not exceed eighty thousand dollars (\$5,000).

10 a. Expenses for travel outside the Riverside County provided  
11 however, that such travel is authorized in advance by  
12 AGENCY.

13 b. Expenses for postage of drawings and specifications.

14 c. Direct cost of models, renderings, prints, photographs or  
15 other reproduction authorized by AGENCY.

16 4. Certain classifications of labor under this contract may be subject to  
17 prevailing wage requirements, in particular, land survey work in  
18 connection with or in furtherance of a planned construction  
19 contract.

20 a. Reference is made to Chapter 1, Part 7, Division 2 of the  
21 California Labor Code (commencing with Section 1720). By  
22 this reference, said Chapter 1 is incorporated herein with like  
23 effect as it if were here set forth. The parties recognize that  
24 said Chapter 1 deals, among other things, with  
25 discrimination, penalties and forfeitures, their disposition and  
26 enforcement, wages, working hours, and securing workers'  
27 compensation insurance, and directly effect the method of  
28 prosecution of the work by ENGINEER and subject it under



1 certain conditions to penalties and forfeitures. Execution of  
2 this Agreement constitutes the agreement by ENGINEER to  
3 abide by said Chapter 1, its stipulation as to all matters  
4 which they are required to stipulate as to by the provisions of  
5 said Chapter 1 and will comply with them.

6 b. Pursuant to Section 1773 of the Labor Code, the general  
7 prevailing wage rates, including the per diem wages  
8 applicable to the work, and for holiday and overtime work,  
9 including employer payments for health and welfare,  
10 pension, vacation, and similar purposes, in the county in  
11 which the work is to be done have been determined by the  
12 Director of the California Department of Industrial Relations.  
13 These wages are available from the California Department of  
14 Industrial Relations' internet website at <http://www.dir.ca.gov>,  
15 and are available for review upon request at AGENCY's  
16 principal office.

17 B. Additional Services:

- 18 1. Payments for Extra Work as authorized by AGENCY in accordance  
19 with AGENCY policy, and shall be made upon acceptance of said  
20 services by the Executive Director and in accordance with one of  
21 the following as determined by the Executive Director:
- 22 a. By negotiation between AGENCY and ENGINEER.
  - 23 b. Per ENGINEER's and ENGINEER's consultants' hourly rate  
24 schedules attached to this Agreement.
  - 25 c. Agency's Executive Director is authorized to approve and  
26 execute amendments for additional services up to 15% of  
27 the total contract amount.
- 28 2. ENGINEER shall not be entitled to additional fee for deductive

1 change orders nor shall his fee be reduced due to deductive  
2 change orders.

3 3. The compensation herein provided shall be full payment to  
4 ENGINEER for all services rendered by him and all persons  
5 engaged or employed by him in the performance of this Agreement,  
6 and no additional payment or reimbursement shall be made  
7 therefore or for any travel or other expenses incurred by  
8 ENGINEER or such persons, except as may be specifically  
9 provided in writing between the parties.

10 4. No deduction from ENGINEER's compensation shall be made on  
11 account of any sum withheld from a contractor.

12 C. Payment.

13 1. AGENCY shall pay ENGINEER, upon his itemized statement (with  
14 backup documentation upon request), for completed and approved  
15 services under this Agreement in the various phases (See Exhibit  
16 "A").

17	a.	Conceptual Design/Preliminary Design-----	\$48,050
18	b.	Final Design-----	\$54,000
19	c.	Construction Bidding -----	\$12,300
20	d.	Construction Support -----	\$180,200
21	e.	Sub Consultants -----	\$75,555

22 **TOTAL** **\$370,105**

23 f. For extra work authorized by Agency, the compensation  
24 shall be payable during the month following that in which the  
25 work was performed and approved by AGENCY unless other  
26 specific methods of payment have been agreed upon  
27 between the parties.

28 2. AGENCY agrees that timely payment is a material part of the

1 consideration of this Agreement. AGENCY shall review submitted  
2 invoices and within Fifteen (15) calendar days of receipt notify  
3 ENGINEER in writing of questions or disputed amounts. Within  
4 thirty (30) calendar days from the day AGENCY receives an  
5 invoice, AGENCY shall make payment of all amounts due, which  
6 have not been previously identified as a disputed amount and  
7 remain unresolved.

8 V. DUTIES OF ENGINEER

- 9 A. Upon execution hereof, ENGINEER shall proceed with the work in  
10 accordance with Exhibit "A," each phase shall be approved by AGENCY  
11 and a Notice to Proceed issued prior to commencing subsequent phases.
- 12 B. ENGINEER's work on each phase shall be performed in such manner and  
13 form as will to the extent within the control of ENGINEER receive approval  
14 of any local, state or federal agency having jurisdiction to approve the  
15 same, and shall furnish all engineering information and data necessary to  
16 meet the requirements of such agency or agencies in order to secure  
17 approval to construct the PROJECT or for financial aid in connection  
18 therewith, if requested to do so by AGENCY. However, ENGINEER shall  
19 not be required to sign any documents, no matter by who requested that  
20 would result in ENGINEER having to certify, guarantee or warrant the  
21 existence of conditions whose existence ENGINEER cannot ascertain.
- 22 C. If the lowest responsible construction bid for the PROJECT exceeds the  
23 adjusted estimated cost of construction by 10%, ENGINEER shall, upon  
24 request from AGENCY, revise the construction documents so as to bring  
25 the cost of the PROJECT within said adjusted cost estimate without  
26 program alteration, and shall prepare the necessary documents to invite  
27 further bids, and in a like manner shall furnish revised construction  
28 documents in the same manner initially required herein. However, if

1 AGENCY elects to award a construction contract even though the  
2 responsible low bid exceeds the adjusted estimated cost of construction,  
3 ENGINEER's fee shall not be increased.

4 D. ENGINEER shall obtain, employ or engage all engineers, ENGINEERS or  
5 other individuals or firm necessary to enable him to perform the services  
6 specified in this Agreement through all phases of the PROJECT and shall  
7 be responsible for their compensation, including, but not limited to,  
8 biological consultant, geotechnical engineer, traffic engineer.

9 E. ENGINEER shall deal directly with the duly appointed Project Manager  
10 from AGENCY in all matters pertaining to the PROJECT construction.

11 VI. DUTIES OF THE AGENCY.

12 A. AGENCY shall make available to ENGINEER all information in  
13 AGENCY'S possession which may be requested in order to perform the  
14 services required of him under this Agreement. ENGINEER shall advise  
15 AGENCY of any known errors, inconsistencies, or problems they may  
16 observe in such information.

17 B. AGENCY shall pay all fees required by any state or federal agencies for  
18 filing and checking any of the work of ENGINEER or sub-consultants.  
19 AGENCY shall also pay such fees as shall be necessary to secure  
20 building and related permits for the work from governmental agencies.

21 C. AGENCY shall promptly consider and act upon such written requests or  
22 recommendations of ENGINEER as may be necessary to proceed with  
23 the progress of construction.

24 D. AGENCY agrees that the General Contractor is solely responsible for  
25 jobsite safety and warrants that this intent shall be made evident in the  
26 agreement between AGENCY and the General Contractor.

27 VII. DOCUMENTS.

28 A. AGENCY acknowledges that ENGINEER's reports, drawings,

1 specifications, field data, field notes, laboratory test data, calculations,  
2 estimates and other similar documents are instruments of professional  
3 service, not products. Although ownership of such documents normally is  
4 retained by ENGINEER, they nonetheless shall in this instance become  
5 upon their creation the property of AGENCY whether the PROJECT is  
6 constructed or not, provided, however, that this provision shall not be  
7 interpreted as a waiver by ENGINEER of any claims for compensation  
8 under ~~Section III.G. (Extra Work) or Section IV. (ENGINEER'S~~  
9 ~~COMPENSATION)~~. AGENCY may use the design documents and the  
10 designs depicted in them without ENGINEER's consent in connection with  
11 the PROJECT or other AGENCY projects, including, without limitation,  
12 future additions, alterations, connections, repairs, information, reference,  
13 use or occupancy of the PROJECT(s). Any reuse of the documents by  
14 AGENCY without the written consent of ENGINEER shall be at AGENCY's  
15 sole risk and without liability or legal exposure to ENGINEER, and  
16 AGENCY shall indemnify and hold ENGINEER harmless from any claims  
17 or losses arising out of such use of the design documents by AGENCY.

18 B. Upon completion of each of the Phases described in Exhibit "A,"  
19 ENGINEER shall furnish to AGENCY \_\_\_ ( ) copies of all documents for  
20 that phase. Upon approval thereof by AGENCY, ENGINEER shall furnish  
21 one (1) reproducible set along with a CD in *AutoCAD* and/or *PDF* of  
22 construction documents.

23 VIII. INSURANCE. Without limiting or diminishing ENGINEER's obligation to  
24 indemnify and hold AGENCY harmless, ENGINEER shall procure and maintain,  
25 or cause to be maintained at its sole cost and expense, the following insurance  
26 coverage during the term of this Agreement:

27 a. Workers' Compensation:

28 If ENGINEER has employees as defined by the State of California,

1 ENGINEER shall maintain Workers' Compensation Insurance  
2 (Coverage A) as prescribed by the laws of the State of California.  
3 Policy shall include Employers' Liability (Coverage B) including  
4 Occupational Disease with limits not less than one million dollars  
5 (\$1,000,000) per person per accident. Policy shall be endorsed to  
6 waive subrogation in favor of AGENCY and, if applicable, provide a  
7 Borrowed Servant/Alternate Employer Endorsement.

8 b. **Commercial General Liability:**

9 Commercial General Liability insurance coverage including, but not  
10 limited to, premises liability, contractual liability, products and  
11 completed operations liability, personal and advertising injury, and  
12 cross liability coverage, covering claims that arise from or out of  
13 ENGINEER's operations or the performance of its obligations  
14 hereunder. Policy shall name, by Policy Endorsement, AGENCY,  
15 the County of Riverside, their respective Directors, Officers, Special  
16 Districts, Board of Supervisors, employees, elected or appointed  
17 officials, agents or representatives as Additional Insureds. Policy's  
18 limit of liability shall not be less than one million dollars  
19 (\$1,000,000) per occurrence combined single limit. If such  
20 insurance contains a general aggregate limit, it shall apply  
21 separately to this Agreement or be no less than two (2) times the  
22 occurrence limit.

23 c. **Vehicle Liability:**

24 If vehicles or mobile equipment are used in the performance of the  
25 obligations under this Agreement, then ENGINEER shall maintain  
26 liability insurance for all owned, non-owned or hired vehicles in an  
27 amount not less than one million dollars (\$1,000,000) per  
28 occurrence combined single limit. If such insurance contains a

1 general aggregate limit, it shall apply separately to this Agreement  
2 or be no less than two (2) times the occurrence limit. Policy shall  
3 name the County of Riverside, its Agencies, Districts, Special  
4 Districts, and Departments, their respective directors, officers,  
5 Board of Supervisors, employees, elected or appointed officials,  
6 agents or representatives as Additional Insureds.

7 d. **Property (Physical Damage):**

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

14 e. **Professional Liability:**

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

1 maintained continuous coverage with the same or original insurer.  
2 Coverage provided under items 1), 2), or 3) will continue for a  
3 period of five (5) years beyond the termination of this Agreement.

4 f. **General Insurance Provisions - All lines:**

5 (1) Any insurance carrier providing insurance coverage hereunder shall  
6 be admitted to the State of California unless waived, in writing, by  
7 the County Risk Manager. Carrier(s) shall have an A.M. BEST  
8 rating of not less than an A: VIII (A: 8) unless such requirements  
9 are waived in writing by the County Risk Manager. If the County's  
10 Risk Manager waives a requirement for a particular insurer, such  
11 waiver is only valid for that specific insurer and only for one (1)  
12 policy term.

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

25 (3) ENGINEER shall cause its insurance carrier(s) to furnish AGENCY  
26 with either 1) a properly executed original Certificate(s) of  
27 Insurance and certified original copies of Endorsements effecting  
28 coverage as required herein, or 2) if requested to do so in writing by



1 AGENCY Risk Manager, provide original Certified copies of policies  
2 including all Endorsements and all attachments thereto, showing  
3 such insurance is in full force and effect. Further, said  
4 Certificates(s) and policies of insurance shall contain the covenant  
5 of the insurance carrier(s) that thirty (30) days written notice shall  
6 be given to AGENCY prior to any material modification,  
7 cancellation, expiration or reduction in coverage of such insurance,  
8 or ten (10) days notice due to non-payment of premium. In the  
9 event of a material modification, cancellation, expiration or  
10 reduction in coverage, this Agreement shall terminate forthwith,  
11 unless AGENCY receives, prior to such effective date, another  
12 properly executed original Certificate of Insurance and original  
13 copies of endorsements or certified original policies, including all  
14 endorsements and attachments thereto evidencing coverage set  
15 forth herein, and the insurance required herein is in full force and  
16 effect. **ENGINEER shall not commence operations under this  
17 Agreement until AGENCY has been furnished original  
18 Certificate(s) of Insurance and certified original copies of  
19 Endorsements or Policies of insurance including all  
20 endorsements and any and all other attachments as required  
21 in this Section. The original Endorsements for each policy and  
22 the Certificate of Insurance shall be signed by an individual  
23 authorized by the insurance carrier to do so, on its behalf.**

- 24 (4) It is understood and agreed to by the parties hereto and  
25 ENGINEER's insurance shall be construed as primary insurance,  
26 and AGENCY's insurance and/or deductibles and/or self-insured  
27 retentions or self-insured programs shall not be construed as  
28 contributory.

1 (5) If, during the term of this Agreement or any extension thereof, there  
2 is a material change in the scope of services, or there is a material  
3 change in the equipment to be used in performance of the scope of  
4 work which will add additional exposures (such as the use of  
5 aircraft, watercraft, cranes, etc.) or the term of this Agreement,  
6 including any extensions thereof, exceeds five (5) years, AGENCY  
7 reserves the right to adjust the types of insurance required under  
8 this Agreement and the monetary limits of liability for the insurance  
9 coverage's currently required herein if in AGENCY Risk Manager's  
10 reasonable judgment the amount or type of insurance carried by  
11 ENGINEER has become inadequate.

12 (6) ENGINEER shall pass down the insurance obligations contained  
13 herein to all tiers of subcontractors working under this Agreement.

14 (7) The insurance requirements contained in this Agreement may be  
15 met with a program(s) of self-insurance acceptable to AGENCY.

16 (8) ENGINEER agrees to notify AGENCY of any claim by a third party  
17 or any incident or event that may give rise to a claim arising from  
18 the performance of this Agreement.

19 IX. INDEMNITY AND HOLD HARMLESS: The ENGINEER agrees to and shall  
20 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  
23 representatives (hereinafter individually and collectively referred to as  
24 "Indemnitees") from all liability, including, but not limited to loss, suits, claims,  
25 demands, actions, or proceedings to the extent caused by any alleged or actual  
26 negligence, recklessness, willful misconduct, error or omission of ENGINEER, its  
27 directors, officers, partners, employees, agents or representatives or any person  
28 or organization for whom ENGINEER is responsible, arising out of or from the

1 performance of services under this Agreement.

2 As respects each and every indemnification herein, ENGINEER shall  
3 defend at its sole expense, all costs and fees including, but not limited to,  
4 attorney's fees, cost of investigation, and defense and settlements or awards  
5 against AGENCY, its Districts, Special Districts and Departments, their  
6 respective directors, officers, Board of Supervisors, elected and appointed  
7 officials, employees, agents and representatives.

8 ~~With respect to any action or claim subject to indemnification herein by~~  
9 ENGINEER, ENGINEER shall, at their sole cost, have the right to use counsel of  
10 their own choice and shall have the right to adjust, settle, or compromise any  
11 such action or claim without the prior consent of AGENCY, provided, however,  
12 that any such adjustment, settlement or compromise in no manner whatsoever  
13 limits or circumscribes ENGINEER's indemnification to Indemnitees as set forth  
14 herein.

15 ENGINEER's obligation hereunder shall be satisfied when ENGINEER  
16 has provided to Indemnitees the appropriate form of dismissal relieving  
17 Indemnitees from any liability for the action or claim involved.

18 The specified insurance limits required in this Agreement shall in no way  
19 limit or circumscribe ENGINEER's obligations to indemnify and hold harmless  
20 Indemnitees from third party claims.

21 In the event there is conflict between this clause and California Civil Code  
22 Section 2782, this clause shall be interpreted to comply with Civil Code 2782.  
23 Such interpretation shall not relieve ENGINEER from indemnifying AGENCY to  
24 the fullest extent allowed by law.

25 X. TERMINATION.

26 A. The AGENCY shall have the right to terminate this Agreement at any time,  
27 with or without cause, or upon election to abandon or indefinitely postpone  
28 the PROJECT, upon fourteen (14) days prior written notice. Upon receipt

1 of notice, ENGINEER shall immediately discontinue work and cancel all  
2 outstanding commitments for material, equipment or subcontractors that  
3 may be cancelled without undue cost. ENGINEER shall notify AGENCY  
4 of commitments that cannot be cancelled without undue cost, and  
5 AGENCY shall have the right to determine the best course of action.  
6 Subject to compliance with the foregoing and all other provisions of this  
7 Agreement, AGENCY shall pay to ENGINEER reasonable and proper  
8 termination charges which shall not include anticipated profit. AGENCY  
9 shall be entitled to all material specifically accumulated for the work and  
10 included in the above costs. AGENCY shall further compensate  
11 ENGINEER for actual services performed in accordance with this  
12 Agreement, through the date of termination. ENGINEER shall provide  
13 documentation deemed adequate by AGENCY to show the services  
14 actually completed and cost incurred by ENGINEER.

15 B. This Agreement may be terminated by either ENGINEER or AGENCY  
16 upon written notice to the other party in the event of substantial failure of  
17 performance by the other party. If the termination is due to the failure of  
18 ENGINEER to fulfill its obligations under this Agreement, ENGINEER shall  
19 be compensated for those services which have been completed and  
20 accepted by the AGENCY. In such case, the AGENCY may take over the  
21 work and prosecute the same to completion by contract or otherwise.  
22 Further, ENGINEER shall be liable to the AGENCY for any reasonable  
23 additional costs incurred by the AGENCY to revise work for which the  
24 AGENCY has compensated under this Agreement, but which AGENCY  
25 has determined in its sole discretion needs to be revised in whole or in  
26 part to complete the Project. Following discontinuance of Services, the  
27 AGENCY may arrange for a meeting with ENGINEER to determine what  
28 steps, if any, ENGINEER can take to adequately fulfill its requirements

1 under this Agreement. In its sole discretion, AGENCY'S representative  
2 may propose an adjustment to the terms and conditions of this  
3 Agreement, including the contract price. Such contract adjustments if  
4 accepted in writing by the parties, shall become binding on ENGINEER  
5 and shall be performed as part of this Agreement. IN the event of  
6 termination for cause, unless otherwise agreed to in writing by the parties,  
7 this Agreement shall terminate seven (7) days following the date of Notice  
8 of Termination was mailed to ENGINEER.

9 C. Notwithstanding any of the provisions of this Agreement, ENGINEER's  
10 rights under this Agreement shall terminate (except for fees accrued prior  
11 to the date of termination) upon ENGINEER's bankruptcy, or in the event  
12 of fraud, dishonesty, or willful or material breach of this Agreement by  
13 ENGINEER or at AGENCY's election, in the event of ENGINEER's  
14 unwillingness or inability for any reason whatsoever to perform the duties  
15 hereunder. In such event, ENGINEER shall be entitled to no further  
16 compensation under this Agreement except for services actually rendered,  
17 it being the intent that ENGINEER shall be paid as specified only during  
18 such period that ENGINEER shall, in fact, perform the duties hereunder.

19 D. The rights and remedies of the parties provided in this Section are in  
20 addition to any other rights and remedies provided by law or under this  
21 Agreement.

22 XI. MISCELLANEOUS PROVISIONS.

23 A. The term of this Agreement shall be shall be two (2) years and six (6)  
24 months from the date of execution. This Agreement may be terminated by  
25 AGENCY for any reason (with or without cause) upon giving fourteen (14)  
26 days written notice to ENGINEER.

27 B. Unless otherwise required by AGENCY prior to commencement of the  
28 work in, the construction documents shall be prepared so that all of the

1 work on the PROJECT will be executed under a single construction  
2 contract, but AGENCY may request ENGINEER to provide for one (1) or  
3 more bid alternates whereby a reasonably severable portion or portions of  
4 the PROJECT may be bid as additive alternates in the event AGENCY  
5 requests that any portion of the work be bid as additive alternates.  
6 ENGINEER shall not be entitled to any extra compensation for such work.  
7 If the additive alternates are let as separate construction contracts,  
8 AGENCY and ENGINEER shall agree on the nature and extent thereof  
9 and additional services, if any, will be authorized by ENGINEER in  
10 connection therewith.

11 C. ENGINEER shall consult with AGENCY's legal adviser on legal matters  
12 affecting AGENCY in relation to the drawings, specifications and contract  
13 documents and the relationship between AGENCY and contractor when  
14 requested by AGENCY. ENGINEER shall submit for AGENCY's legal  
15 advisers review, and correction if required, for approval as to legality or  
16 form, the contract documents and specifications (but not the drawings in  
17 the absence of a request therefore or of any specific legal problem  
18 therein), addenda (other than for correction of minor errors or minor  
19 omissions in the drawings or specifications), change orders and other  
20 documents which may have legal implications or legal consequences to  
21 AGENCY. Such documents shall be submitted in time reasonably to  
22 permit their review and advice to AGENCY before AGENCY shall act  
23 thereon, and in sufficient quantity to permit said legal adviser to retain one  
24 (1) copy thereof if he so desires.

25 D. AGENCY's Executive Director or a designated assistant shall represent  
26 AGENCY initially in any informal discussions or conferences with  
27 ENGINEER preliminary to or not requiring the action of AGENCY's  
28 governing body unless AGENCY shall designate some other person or

1 persons for that purpose. A written summary of conclusions reached at  
2 any such conference will be required of ENGINEER by AGENCY.

3 E. This Agreement shall not be assignable by ENGINEER as to any rights or  
4 duties thereunder without the prior written consent of AGENCY, and any  
5 assignment attempted in violation of this provision, or any involuntary  
6 assignment, shall give AGENCY cause to terminate and cancel this  
7 Agreement the same as for a breach thereof. In other respects this  
8 Agreement shall be binding upon and inure to the benefit of the  
9 successors and assigns of the respective parties.

10 F. Any notice or communication under this Agreement shall be transmitted to  
11 AGENCY's Executive Director or a designated representative and to  
12 ENGINEER at the following address:

13 **AGENCY**

14 Erlan Gonzalez, Project Manager  
15 Redevelopment Agency  
16 for the County of Riverside  
17 1325 Spruce St, Suite 400  
18 Riverside, CA 92507  
19 (951) 955-8916  
20 Fax: (951) 955-6686  
21 Email: [ergonzalez@rivcoeda.org](mailto:ergonzalez@rivcoeda.org)

**ENGINEER**

Sam Yoo  
Project Planner  
Trans-Pacific Consultants  
27431 Enterprise Circle West  
Temecula, CA 92590  
(951) 265-5573  
Fax: (951) 694-8413  
Email: [sammyyoo@yahoo.com](mailto:sammyyoo@yahoo.com)

22 G. Release of Information to the Public: ENGINEER shall consider all  
23 information regarding the PROJECT as confidential information. Any  
24 request for information from others shall be directed to AGENCY.

25 H. The following shall apply to all construction change orders:

- 26 1. Work performed by ENGINEER or their consultants to clarify or  
27 explain a detail or condition in the drawing and/or specifications, the  
28 work will be considered an element of ENGINEER's services, and  
no payment for extra services will be made.
2. For other change orders required by AGENCY, ENGINEER shall  
be paid in accordance with the provisions of section for Extra Work

1 for the cost for the services performed, regardless of an additive or  
2 deductive price for the change order.

3 I. Construction Period Site Visits/Communication:

4 It is the intention of AGENCY to schedule weekly job-site visits. There  
5 may be occasions when fewer will suffice. There may be occasions where  
6 more will be required. ENGINEER agrees either to be in attendance at  
7 these meetings or alternatively to have those other consultants he  
8 considers being appropriate in attendance.

9 ENGINEER shall be allowed the option of providing on site services in lieu  
10 of in-office services for the express purpose of expediting the  
11 interpretation of drawings, processing of shop drawings and processing of  
12 clarification requests. The additional on-site time shall not be interpreted  
13 by the parties as any increased responsibility for actual construction  
14 observation.

15 J. Jurisdiction/Venue/Attorneys Fees:

16 The laws of the State of California will govern the validity of this  
17 Agreement, its interpretation and performance. Litigation arising from this  
18 Agreement shall be brought in California Courts. The prevailing party will  
19 be entitled to recovery of all reasonable costs incurred, including staff  
20 time, court costs, attorneys' fees and other related expenses.

21 K. Hazardous Materials:

22 It is acknowledged by both parties that ENGINEER's scope of services  
23 does not include any services related to asbestos or hazardous or toxic  
24 materials. In the event ENGINEER or any other party encounters  
25 asbestos or hazardous or toxic materials at the jobsite, or should it  
26 become known in any way that such materials may be present at the  
27 jobsite or any adjacent areas that may affect the performance of  
28 ENGINEER's services, ENGINEER may, at ENGINEER'S option and



1 without liability for consequential or any other damages, suspend  
2 performance of services on the PROJECT until AGENCY retains  
3 appropriate specialist architects or contractors to identify, abate and/or  
4 remove the asbestos or hazardous or toxic materials, and warrant that the  
5 jobsite is in full compliance with applicable laws and regulations.

6 L. ENGINEER shall ensure that there shall be no discrimination  
7 against or segregation of any person, or group of persons, on account of  
8 sex, marital status, race, religion, color, creed, national origin, ancestry,  
9 sex, physical condition, or age, in the performance of this Agreement and  
10 that ENGINEER, Contractor, or any person claiming under or through the  
11 AGENCY shall not establish or permit any such practice or practices of  
12 discrimination or segregation.

13 M. ENGINEER verifies upon execution of this Agreement, possession  
14 of a current and valid license in compliance with any local, State, and  
15 Federal laws and regulations relative to the scope of services to be  
16 performed under Exhibit A, and that services(s) will be performed by  
17 properly trained and licensed staff.

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

25 O. If any provision of this Agreement is held by a court of competent  
26 jurisdiction to be invalid, void or unenforceable, the remaining provisions  
27 will nevertheless continue in full force without being impaired or invalidate  
28 in any way.

1 //

2 //

3 IN WITNESS HEREOF, the parties hereto have executed this Agreement on


4 \_\_\_\_\_

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

6

7 **REDEVELOPMENT AGENCY FOR**  
8 **THE COUNTY OF RIVERSIDE**

**TRANS-PACIFIC CONSULTANT**

9 

10 **Marion Ashley**  
11 Board of Directors

\_\_\_\_\_

12 Title

13 **APPROVED AS TO FORM:**

14

15 By  3/3/10  
16 Agency Counsel **Marsha L. Victor**

17 WHEN DOCUMENT IS FULLY EXECUTED RETURN  
18 **CLERK'S COPY**

19 to Riverside County Clerk of the Board, Stop 1010  
20 Post Office Box 1147, Riverside, Ca 92502-1147  
21 Thank you

18 **ATTEST: KECIA HARPER-IHEM**  
19 Clerk of the Board

20 By   
21 Deputy

22

23 S:\RDACOMDIS1\Project Area 1-1986\Temescal Valley\Temescal Canyon Road Improvement Project\Trans Pacific Agreement.doc

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## TEMESCAL CANYON ROAD IMPROVEMENTS

### SCOPE OF SERVICES

#### A. CONCEPTUAL DESIGN/PRELIMINARY DESIGN

1. Initial Meeting

TPC shall meet with the Riverside County Redevelopment Agency (Agency) and Riverside County Transportation Department (RCTD) staff jointly to review the Project in detail prior to initiating the conceptual project design. TPC shall obtain all information that Agency and RCTD staff have available regarding the Project.

2. Records Search

TPC shall search records through the RCTD, Riverside County Flood Control District, California Department of Transportation, Lee Lake Water District, Elsinore Valley Municipal Water District, The Gas Company, and telephone companies. Records will include as-built drawings, assessor's maps, parcel maps, tract maps, records of survey, hydrology calculations, and locations of all underground and above-ground utilities.

3. Right-of-Way (ROW)

Existing ROW of Temescal Canyon Road varies between 80 feet and 88 feet and ultimate ROW is 128 feet per RCTD. TPC shall plot existing and proposed ROW on the base map.

4. Conceptual Design

TPC shall prepare a 1"=40' base map, which will include all above-ground and underground utilities, all the improvements, existing and proposed ROW, and trees. Conceptual design shall include measures to maximize use of existing structural pavement section, minimize utility relocation, and save on construction costs. The Agency will issue a conceptual design approval letter; and upon receipt, TPC shall prepare final design plan.

5. Meetings

TPC's project manager shall communicate with the Agency through email and conference calls, and shall attend meetings as needed to properly coordinate progress and obtain direction from the Agency.

TPC shall prepare and email minutes of meetings held over the course of Project progress, and shall continue transcription until the second construction meeting, when the Agency will take over.

## **B. FINAL DESIGN SERVICES**

### 1. Project Schedule

TPC shall prepare and maintain a project schedule including all phases beginning with the conceptual design and continuing through the contract document preparation.

### 2. Field Control Survey and Topo Mapping

TPC surveyors shall provide aerial targets for topo mapping and 25-foot interval cross sections during the final design phase. The survey work shall include areas outside the public right-of-way to a sufficient distance that affected facilities and drainage can be investigated.

TPC shall provide all necessary survey work for the completion of Project plans and specifications, including the preparation of plats and legal descriptions in accordance with the standards of the County of Riverside Survey Department.

### 3. Utilities/Services

TPC shall coordinate with all affected public utilities within the Project area, and shall arrange for potholing of interfering utilities.

Based on TPC's recommendation of utilities to be excavated and exposed and on the Agency's comments, TPC shall request that Underground Service Alert (USA), as well as all utilities not a member of USA, locate and mark facilities along the proposed alignment at areas to be potholed.

TPC shall arrange and conduct a field meeting with all affected utilities, review the utilities to be located and marked, and obtain required encroachment permits.

TPC surveyors shall mark the location of the utilities and determine the dimensions and horizontal and vertical locations of each facility excavated and exposed.

### 4. Cost Estimate

TPC shall prepare four cost estimates throughout the Project—at preliminary design, 50% complete, 90% complete, and prior to bid.

### 5. Hydrology Study

TPC assumes that the existing hydrology study is available on the Project, including storm flows emanating from the west side of the I-15 Freeway and existing drainage facilities. TPC shall review existing hydrology studies and determine whether or not existing storm drain facilities are adequate.

6. Contract Documents

Upon approval of the preliminary design by the Agency staff, TPC shall prepare and submit construction drawings and specifications to the Agency, the RCTD, the Riverside County Flood Control, and other applicable entities (utility companies) concurrently for review and approval, and make any necessary revisions with Agency approval. The contract documents shall comply with the applicable federal, state, and local laws, ordinances, and codes.

7. Environmental Documents

The Project lies within the Western Riverside County Multi-Species Habitat Conservation Plan (MSHCP) and is subject to the requirements of the California Environmental Quality Act (CEQA) in addition to other local, state, and federal agencies. TPC shall complete the required documents, identify potential concerns, and aid the County agencies in complying with all requirements of the agencies. This includes the preparation of a Water Quality Management Plan (WQMP), as well as a Storm Water Pollution and Prevention Plan (SWPPP). Additionally, TPC shall retain Principe and Associates to complete the following:

a. MSHCP Consistency Analysis and Habitat Acquisition and Negotiation System Process

The Project lies partially within Cells 2931 and 3035. A habitat assessment and consistency analysis will be required. The habitat assessment shall investigate any oak trees that will be impacted by the road widening and address any mitigation measures necessary. In the event a Determination of Biologically Equivalent or Superior Preservation (DBESP) report is required, TPC shall prepare the DBESP.

b. Jurisdictional Delineation of Potential Impacts to the California Department of Fish and Game (CDFG) and Army Corps of Engineers (ACOE)

A jurisdictional delineation will be completed for the Project.

TPC shall comply with CEQA in preparing all necessary documents and processing them through the governmental agencies, including the following:

- Draft Initial Study and Mitigated Negative Declaration
  - Habitat Assessment and MSHCP Consistency Analysis
- Final Initial Study
- Final Mitigated Negative Declaration

- Notice of Intent
- Notice of Completion
- Notice of Determination

## C. CONSTRUCTION SERVICES

### 1. Bidding Support

TPC shall provide bidding support by assisting the Agency in the following:

- Distribution of bid packets.
- Responding to requests for information from bidders.
- Conducting the pre-bid conference.
- Analysis of bids.
- Preparation of the complete sets of plans and specifications for distribution.

### 2. Pre-Construction Meeting

TPC shall coordinate the pre-construction meeting by creating a list of all attendees at the meeting. This will include staff from EDA, RCTD, and all affected utility companies. TPC shall prepare the agenda, conduct the meeting, take notes, and distribute the minutes.

### 3. Construction Staking

TPC shall provide one set of construction stakes at the following intervals:

- Cut/fill slopes at 50-foot intervals as required
- Retaining walls at 25-foot intervals
- Rights-of-way at 50-foot intervals for establishing the limits of clearing and grubbing, tree removal, and demolition
- Any utility relocations at tie-in points
- Storm drains at 25-foot intervals
  - 50-foot intervals for rough grade for curbs and medians
  - 25-foot intervals for pavement blue-tops for street paving sections
  - 25-foot intervals for final curbs and median curbs

### 4. Geotechnical Investigation

TPC shall retain EcoTech Inc. to provide geotechnical investigation, compaction, and material testing as needed throughout construction.

5. Contract Documents

Upon approval of the final design by the Agency staff, TPC shall prepare and submit construction drawings and specifications to the Agency, the RCTD, the Riverside County Flood Control, and other applicable entities (utility companies) concurrently for review and approval, and make any necessary revisions with Agency approval. The contract documents shall comply with the applicable federal, state, and local laws, ordinances, and codes.

6. Construction Management and Inspection Services

TPC shall provide construction management and full-time inspection services throughout the construction of the project. This includes conducting weekly on-site meetings with Agency staff, the prime contractor and any affected subcontractors. TPC shall also visit the site as necessary in order to monitor the progress and quality of the work and to ensure that construction is proceeding according to the contract documents.

TPC shall work with other agency inspectors and implement the inspection requirements of RCTD, RCFC and other agencies with jurisdiction to inspect the project. TPC shall prepare any necessary contract change orders and provide recommendations regarding any change order requests submitted by the contractor.

7. Invoice Review

TPC shall review all invoices in addition to approving/denying payment requests that have been submitted by the Project contractors.

8. Acceptance Inspection

Upon completion of work, TPC shall complete a final walk-through with the Agency staff. TPC shall provide a deficiency list and inspection as required until the deficiencies have been corrected.

9. Record Drawings

Upon completion of the project, TPC shall provide the Agency and RCTD with a complete set of original mylar record drawings. These will have incorporated any redline changes from the construction contractors' drawings.

10. Warranty Inspection

One month prior to the expiration of the one-year warranty period, TPC shall conduct an inspection of the improvements and make recommendations for repairs as appropriate.

