

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

503B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
April 20, 2010

SUBJECT: Palm Canyon Wash Levee Rehabilitation & Channel Restoration
Project No. 6-0-00040
Professional Services Agreement

RECOMMENDED MOTION:

1. Approve the Agreement between the District and AMEC Earth and Environmental, Inc. (Consultant).
2. Authorize the Chairman to execute the Agreement on behalf of the District.

BACKGROUND:

See Page 2.

FINANCIAL:

Sufficient funds are included in District's Proposed Budget for Fiscal Year 2009-2010 and will be included in future year budgets.

KEC:bjj

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	F.Y. 2009-10 District Cost:	\$71,000	In F.Y. 2009-10 Budget:	Yes
	Current F.Y. County Cost:	N/A	Budget Adjustment:	No
	Annual Net District Cost:	\$27,965	For Fiscal Years:	2009-10 & 2010-11

SOURCE OF FUNDS:	25160 947500 525440 Zone 6, Construction/Maintenance/Misc.	Positions To Be Deleted Per A-30	<input type="checkbox"/>
		Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Alex Gann

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

On motion of Supervisor Stone, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the above matter is received and filed as recommended.

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: April 20, 2010
xc: Flood

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.:

District: 4th

Agenda Number:

11.2

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

APPROVED BY:
NEAL R. KIPNIS
Chairman
COUNTY BOARD OF SUPERVISORS
APPROVED BY:
MAN M. CHANG
Finance Director
COUNTY CLERK'S OFFICE
DATE: 4/20/10

**FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD SUBMITTAL
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

SUBJECT: Palm Canyon Wash Levee Rehabilitation & Channel Restoration
Project No. 6-0-00040
Professional Services Agreement

SUBMITTAL DATE: April 20, 2010

Page 2

BACKGROUND:

The District is required to certify its operated and maintained levees in order to conform with the requirements of the Federal National Flood Insurance Program. The District completed its initial certification report in June of 2009. The Consultant performed geotechnical work associated with the report.

The findings of the report concluded that reaches of Palm Canyon Wash did not meet Federal freeboard standards. The District is performing rehabilitation work to bring the facility up to Federal standards. The District does not have either the expertise or the equipment to inspect the soil cement component of the construction project. The Consultant is familiar with the project and can provide continuity with the earlier FEMA submittals, Consultant was selected on a sole source basis to provide assistance to the District to complete and finalize the draft geotechnical report and to provide quality control inspection and testing of the project construction.

This agreement will expire on June 30, 2011 to allow Consultant to complete the assigned tasks.

County Counsel has approved the Agreement as to legal form and the Consultant has executed the Agreement.

FINANCIAL INFORMATION (continued from Page 1):

Sufficient funds are included in District's Budget for Fiscal Year 2009-2010 and will be included in the 2010-2011 fiscal year budget.

KEC:bjj
P8\129920

PROFESSIONAL SERVICES AGREEMENT

Palm Canyon Wash Levee Rehabilitation & Channel Restoration

Geotechnical and Materials Testing

Project No. 6-0-00040

Fiscal Years 2009-10, 2010-11

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION

DISTRICT, hereinafter called "DISTRICT", and AMEC EARTH AND

ENVIRONMENTAL, INC., a Nevada corporation, hereinafter called "CONSULTANT",

hereby agree as follows:

1. PROJECT – CONSULTANT shall perform consulting services for the project described as the Palm Canyon Wash Levee Rehabilitation & Channel Restoration project (Project No. 6-0-00040).
2. SCOPE OF SERVICES – CONSULTANT shall, as requested by DISTRICT, furnish tools, equipment, facilities, materials and labor necessary to perform in a complete, skillful and professional manner those consulting services separately described on Attachment "A" attached hereto and made a part hereof.
3. TIME FOR PERFORMANCE – CONSULTANT shall commence performance of services upon receipt of a written Notice to Proceed from DISTRICT, and shall diligently perform the services to full completion by June 30, 2011.
4. COMPENSATION - DISTRICT shall pay CONSULTANT for services performed and expenses incurred in accordance with the standard rates set forth on Attachment "B" (Fee Schedule) attached hereto and made a part hereof. The total amount paid to CONSULTANT under this Agreement shall be determined on a time and authorized expenses basis for a total amount not to exceed ninety-eight thousand nine hundred sixty-five dollars (\$98,965.00) unless a written amendment to this Agreement is executed by both parties prior to performance of additional services.

- 1 5. PAYMENT - Upon satisfactory performance of CONSULTANT'S services as set
2 forth herein, DISTRICT shall pay CONSULTANT within thirty (30) days after
3 DISTRICT'S receipt of CONSULTANT'S appropriate monthly invoices.
4 CONSULTANT shall keep employee and expense records according to customary
5 accounting methods and such records shall be available for inspection by DISTRICT
6 to verify the invoices of CONSULTANT.
- 7 6. LICENSES – CONSULTANT, its employees, agents, contractors and subcontractors
8 shall maintain professional licenses required by the laws of the State of California at
9 all times while performing services under this Agreement.
- 10 7. PERMITS AND RIGHTS OF ENTRY - DISTRICT shall obtain all rights of entry as
11 may be required to allow CONSULTANT to perform the proposed consulting services
12 within and upon privately-owned property. All permits and rights of entry as may be
13 required from any and all affected public entities shall be obtained by
14 CONSULTANT. Sufficient evidence of having obtained such permits and/or rights of
15 entry shall be furnished to DISTRICT by CONSULTANT, prior to initiation of work.
16 CONSULTANT will prosecute the work in such a manner as to minimize public
17 inconvenience and possible hazard, and will restore the streets and other work areas to
18 their original condition and former usefulness as soon as practicable. CONSULTANT
19 shall be responsible for the protection of public and private property adjacent to the
20 work and shall exercise due caution to avoid damage to such property.
- 21 8. NOTICES - Any and all notices sent or required to be sent to the parties of this
22 Agreement will be mailed by first class mail, postage prepaid, to the following
23 addresses:
24
25
26
27
28

1 RIVERSIDE COUNTY FLOOD CONTROL
2 AND WATER CONSERVATION DISTRICT
3 1995 Market Street
4 Riverside, CA 92501
5 Attn: Engineering Services Section

AMEC EARTH AND
ENVIRONMENTAL, INC.
510 Superior Avenue, Suite 200
Newport Beach, CA 92663
Attn: Douglas Bell

6 9. INSURANCE - Without limiting or diminishing CONSULTANT'S obligation to
7 indemnify or hold DISTRICT harmless, CONSULTANT shall procure and maintain or
8 cause to be maintained, at its sole cost and expense, the following insurance coverage's
9 during the term of this Agreement:

10 A. Workers' Compensation:

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

18 B. Commercial General Liability:

19 Commercial General Liability insurance coverage, including but not limited to,
20 premises liability, unmodified contractual liability, products and completed operations
21 liability, personal and advertising injury, and cross liability coverage, covering claims
22 which may arise from or out of CONSULTANT'S performance of its obligations
23 hereunder. Policy shall name the Riverside County Flood Control and Water
24 Conservation District, the County of Riverside, its agencies, districts, special districts,
25 and departments, their respective directors, officers, Board of Supervisors, employees,
26 elected or appointed officials, agents or representatives as additional insureds. Policy's
27

28

1 limit of liability shall not be less than \$1,000,000 per occurrence combined single
2 limit. If such insurance contains a general aggregate limit, it shall apply separately to
3 this Agreement or be no less than two (2) times the occurrence limit.

4 C. Vehicle Liability:

5 If CONSULTANT'S vehicles or mobile equipment are used in the performance of the
6 obligations under this Agreement, then CONSULTANT shall maintain liability
7 insurance for all owned, non-owned or hired vehicles so used in an amount not less
8 than \$1,000,000 per occurrence combined single limit. If such insurance contains a
9 general aggregate limit, it shall apply separately to this Agreement or be no less than
10 two (2) times the occurrence limit. Policy shall name the Riverside County Flood
11 Control and Water Conservation District, the County of Riverside, its agencies,
12 districts, special districts, and departments, their respective directors, officers, Board of
13 Supervisors, employees, elected or appointed officials, agents or representatives as
14 additional insureds.
15

16
17 D. Professional Liability:

18 CONSULTANT shall maintain Professional Liability Insurance providing coverage
19 for CONSULTANT'S performance of work included within this Agreement, with a
20 limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual
21 aggregate. If CONSULTANT'S Professional Liability Insurance is written on a claims
22 made basis rather than an occurrence basis, such insurance shall continue through the
23 term of this Agreement and CONSULTANT shall purchase at his sole expense either
24 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior
25 Dates Coverage from a new insurer with a retroactive date back to the date of, or prior
26 to, the inception of this Agreement; or 3) demonstrate through Certificates of
27
28

1 Insurance that CONSULTANT has maintained continuous coverage with the same or
2 original insurer. Coverage provided under items: 1), 2) or 3) will continue as long as
3 the law allows.

4 E. General Insurance Provisions – All Lines:

- 5 1. Any insurance carrier providing insurance coverage hereunder shall be
6 admitted to the State of California and have an A.M. BEST rating of not
7 less than an A: VIII (A: 8) unless such requirements are waived, in writing,
8 by the County Risk Manager. If the County Risk Manager waives a
9 requirement for a particular insurer such waiver is only valid for that
10 specific insurer and only for one policy term.
- 11
- 12 2. CONSULTANT must declare its insurance self-insured retention for each
13 coverage required herein. If any such self-insured retention exceed
14 \$500,000 per occurrence each such retention shall have the prior written
15 consent of the County Risk Manager before the commencement of
16 operations under this Agreement. Upon notification of self-insured
17 retention deemed unacceptable to DISTRICT and at the election of the
18 County Risk Manager, CONSULTANT'S carriers shall either: 1) reduce or
19 eliminate such self-insured retention with respect to this Agreement with
20 DISTRICT, or 2) procure a bond which guarantees payment of losses and
21 related investigations, claims administration, and defense costs and
22 expenses.
- 23
- 24
- 25 3. CONSULTANT shall cause their insurance carrier(s) to furnish DISTRICT
26 with 1) a properly executed original Certificate(s) of Insurance and certified
27 original copies of Endorsements effecting coverage as required herein; and
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of Endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. *CONSULTANT shall not commence operations until DISTRICT has been furnished with original Certificate(s) of Insurance and certified original copies of Endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4. It is understood and agreed by the parties hereto that CONSULTANT'S insurance shall be construed as primary insurance and DISTRICT'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

6. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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

8. CONSULTANT agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

10. INDEMNIFICATION – CONSULTANT shall indemnify and hold harmless DISTRICT (including its officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any liability, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to CONSULTANT'S (including its officers, employees, subcontractors and agents) actual or alleged negligent, reckless or willful misconduct, acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement,

1 including but not limited to: (a) property damage; (b) bodily injury or death; or (c) any
2 other element of any kind or nature whatsoever.

3 CONSULTANT shall defend, at its sole expense, including all costs and fees (including
4 but not limited to attorney fees, cost of investigation, defense and settlements or awards),
5 DISTRICT (its officers, Board of Supervisors, elected and appointed officials,
6 employees, agents and representatives) in any claim, proceeding or action for which
7 indemnification is required.

8
9 With respect to any of CONSULTANT'S indemnification requirements,
10 CONSULTANT shall, at its sole cost, have the right to use counsel of their own choice
11 and shall have the right to adjust, settle, or compromise any such claim, proceeding or
12 action without the prior consent of DISTRICT; provided, however, that such adjustment,
13 settlement or compromise in no manner whatsoever limits or circumscribes
14 CONSULTANT'S indemnification obligations to DISTRICT.

15
16 CONSULTANT'S indemnification obligations shall be satisfied when CONSULTANT
17 has provided to DISTRICT the appropriate form of dismissal (or similar document)
18 relieving DISTRICT from any liability for the claim, proceeding or action involved.

19 The specified insurance limits required in this Agreement shall in no way limit or
20 circumscribe CONSULTANT'S obligations to indemnify and hold harmless DISTRICT
21 from third party claims.

22
23 In the event there is conflict between this section and California Civil Code Section
24 2782, this section shall be interpreted to comply with Civil Code 2782. Such
25 interpretation shall not relieve CONSULTANT from indemnifying DISTRICT or the
26 County of Riverside to the fullest extent allowed by law.

1 11. WORK PRODUCT - CONSULTANT shall provide all data, materials, drawings, logs
2 and report(s) as set forth in Attachment "A". All work product or deliverables furnished
3 under this Agreement shall be and remain the sole property of DISTRICT.
4 CONSULTANT shall not publish or transfer any material produced or resulting from
5 activities supported by this Agreement without the written consent of the General
6 Manager-Chief Engineer. If any such material is subject to copyright or trademark, the
7 parties agree that the right to any and all copyright and/or trademark in and to the
8 material is expressly reserved to DISTRICT. If any such material is copyrighted, the
9 parties hereto understand and agree that DISTRICT reserves a royalty-free, non-
10 exclusive, and irrevocable license to reproduce, publish, and use such material, in whole
11 or in part, and to authorize others to do so, provided written credit is given the author.

12
13 12. CONFIDENTIALITY OF DATA - All financial, statistical, personal, technical or other
14 data and information which is designated confidential by DISTRICT and subsequently
15 made available to CONSULTANT shall not be disclosed (in whole or in part) by
16 CONSULTANT to any third parties and shall be protected by CONSULTANT from
17 unauthorized use and disclosure. The only exception to this shall be if disclosure is
18 approved in advance in writing by DISTRICT or if the disclosure is made to
19 CONSULTANT'S subcontractors as anticipated by this Agreement.

20
21 CONSULTANT shall not issue any news release or public relations item regarding
22 designated confidential information or CONSULTANT'S work under this Agreement,
23 without prior review of the contents and written approval by DISTRICT.

24
25 These same requirements shall be applicable to any of CONSULTANT'S subcontractors.
26 CONSULTANT shall include the requirements stated in this section in the agreement
27 with any of its subcontractors.
28

- 1
2
3
4
5
6
7
8
9
10
13. TERMINATION - At any time during the term of this Agreement, DISTRICT may:
- A. Terminate this Agreement without cause upon providing CONSULTANT thirty (30) days written notice stating the extent and effective date of termination; or
- B. Upon five (5) days written notice, terminate this Agreement for CONSULTANT default, if CONSULTANT refuses or fails to comply with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In the event of such termination, the DISTRICT may proceed with the work in a manner deemed proper to DISTRICT.

11
12
13
14
15
16

In the event DISTRICT issues a Notice of Termination, CONSULTANT shall i) stop all work under this Agreement on the date specified in the Notice of Termination; and ii) transfer to DISTRICT and deliver in the manner, and to the extent, if any, as directed by DISTRICT, any equipment, data or reports which, if the Agreement had been completed, would have been required to be furnished to DISTRICT.

17
18
19
20
21
22
23
24
25
26
27
28

In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for all services performed in accordance with this Agreement to the date of termination, a total amount which bears the same ratio to the total maximum fee otherwise payable under this Agreement as the services actually bear to the total services necessary for performance of this Agreement. Notwithstanding any of the other provision of this Agreement, CONSULTANT rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty, or a willful or material breach of this Agreement by CONSULTANT; or in the event of CONSULTANT'S unwillingness or inability for any reason whatsoever to perform the duties hereunder; or if the Agreement is terminated pursuant to Section 20 (NON-DISCRIMINATION). In

1 such event, CONSULTANT shall not be entitled to any further compensation under this
2 Agreement. The rights and remedies of DISTRICT provided in this section shall not be
3 exclusive and are in addition to any other rights and remedies provided by law or under
4 this Agreement.

5 14. ASSIGNMENT - Neither this Agreement nor any part thereof shall be assigned by
6 CONSULTANT without the prior written consent of DISTRICT.

7 15. CONFLICT OF INTEREST – CONSULTANT covenants that it presently has no interest,
8 including but not limited to, other projects or independent contracts, and shall not acquire
9 any such interest, direct or indirect, which would conflict in any manner or degree with
10 the performance of services required to be performed under this Agreement.
11 CONSULTANT further covenants that in the performance of this Agreement, no person
12 having any such interest shall be employed or retained by it under this Agreement.
13

14 16. PREVAILING WAGE – All workers shall be paid not less than the general prevailing
15 wage rate of wages and benefits for work of a similar character in the locality in which
16 the work is performed, as provided in Labor Code Sections 1770 et seq. Pursuant to the
17 Labor Code, DISTRICT has obtained for the Board of Supervisors of DISTRICT from
18 the Director of the Department of Industrial Relations, State of California, his
19 determinations of general prevailing rates of per diem wages applicable to the work and
20 for holiday and overtime work, including employer payments for health and welfare,
21 pension, vacation, apprentices and similar purposes for each craft, classification or type of
22 workman needed, as set forth on the schedule which is on file at DISTRICT'S office and
23 which will be made available to any interested person upon request.
24

25
26 17. INDEPENDENT CONTRACTOR – CONSULTANT and the agents and employees of
27 CONSULTANT shall act at all times in an independent capacity during the term of this
28

1 Agreement and in the performance of the services to be rendered hereunder and shall not
2 act as or shall not be and shall not in any manner be considered employees or agents of
3 DISTRICT.

4 18. JURISDICTION/LAW/SEVERABILITY – This Agreement is to be construed in
5 accordance with the laws of the State of California. If any provision of this Agreement is
6 held by a court of competent jurisdiction to be invalid, void or unenforceable, the
7 remaining provisions shall be declared severable and shall be given full force and effect
8 to the extent possible.

9 Any legal action, in law or equity related to the performance or interpretation of this
10 Agreement shall be filed only in the Superior Court for the State of California located in
11 Riverside, California, and the parties waive any provision of law providing for a change
12 of venue to another location. Prior to the filing of any legal action, the parties shall be
13 obligated to attend a mediation session with a neutral mediator to try to resolve the
14 dispute.
15

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

23 20. NON-DISCRIMINATION - In the performance of the terms of this Agreement,
24 CONSULTANT shall not engage in nor permit others he may employ to engage in
25 discrimination in the employment of persons because of the race, color, national origin or
26 ancestry, religion, physical handicap, disability as defined by the Americans with
27
28

1 Disabilities Act (ADA), medical condition, marital status or sex of such persons, in
2 accordance with the provision of California Labor Code Section 1735.

3 21. NON-APPROPRIATION OF FUNDS – It is mutually agreed and understood that the
4 obligation(s) of DISTRICT are limited by and contingent upon the availability of
5 DISTRICT funds for the reimbursement of CONSULTANT'S fees. In the event that such
6 funds are not forthcoming for any reason, DISTRICT shall immediately notify
7 CONSULTANT in writing. This agreement shall be deemed terminated and have no
8 further force and effect immediately on receipt of DISTRICT'S notification by
9 CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to
10 reimbursement of its costs in accordance with Section 4 (COMPENSATION).
11

12 //


13 //


14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on
2 APR 20 2010

(to be filled in by Clerk of the Board)


3 RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL**
4 **AND WATER CONSERVATION DISTRICT**

5 By 
6 WARREN D. WILLIAMS
7 General Manager-Chief Engineer

By 
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

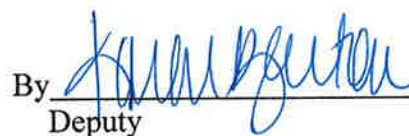
8 APPROVED AS TO FORM:

9 PAMELA J. WALLS
10 County Counsel

11 By 
12 NEAL R. KIPNIS
13 Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By 
Deputy

(SEAL)

25 Professional Services Agreement
26 Palm Canyon Wash
27 3/11/10
28 KEC:blj

AMEC EARTH AND ENVIRONMENTAL, INC.

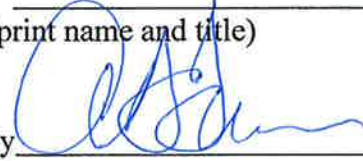
By



DOUGLAS BELL - Unit Mgr

(print name and title)

By



ANTHONY DAVIS EVP

(print name and title)

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

Professional Services Agreement
 Palm Canyon Wash
 3/11/10
 KEC:bjj

ATTACHMENT 'A'

Proposal to Provide Geotechnical Services
Palm Canyon Wash Levee Rehabilitation & Channel Restoration
Project No. 6-0-0040
Riverside County Flood Control and Water Conservation District



SCOPE OF WORK

AMEC has reviewed the plans and specifications provided in the County's request for proposal. It is our understanding that the requested scope of work will include quality control observation and testing of earth fills, soil-cement and structural concrete; preparation of reports summarizing the construction inspection; and finalization of the geotechnical evaluation for the levee certification process. Specifically the scope of work is anticipated to include the following:

- Soil-cement quality control including review of daily records to confirm proportions of cement, soil, and water
- Soil compaction testing of soil-cement and floodwall foundation subgrade per project specifications
- In-situ density testing of soil-cement per ASTM D6938
- Particle size analysis of soil material stockpiles (per ASTM C136 and/or ASTM C117) prior to mixing of soil-cement
- Maximum density and optimum moisture content determinations for soil-cement per project specifications
- Cement content tests in accordance with ASTM D5982 to confirm minimum cement content criteria
- Phenolphthalein tests to confirm soil-cement mix uniformity per project specifications
- Molding of three test cylinders of soil-cement per 200 cubic yard of material and testing per ASTM D1633 to evaluate 3, 7 and 28-day compressive strengths
- Engineering analysis and oversight by the Project Engineer/Project Manager including review of lab and field tests, consultation regarding adjustments to construction methods, attendance at field meetings, and preparation of interim reports, if necessary
- Preparation of draft and final as-built reports including results of all testing and professional opinion regarding conformance of the earthwork and soil-cement construction with the project specifications
- Finalization of the report entitled "Geotechnical Investigation Report – Palm Canyon Wash Levees, FEMA Levee Certification, Palm Springs, California". A draft of this report has already been prepared by AMEC, dated June 9, 2009
- Provide assistance to the County in the preparation of FEMA certification documents including applicable portions of FEMA Form MT-2.

ATTACHMENT 'A'

Proposal to Provide Geotechnical Services
Palm Canyon Wash Levee Rehabilitation & Channel Restoration
Project No. 6-0-0040
Riverside County Flood Control and Water Conservation District



COST PROPOSAL

As requested in the County's RFP, AMEC is submitting a cost proposal for the proposed scope of work. This proposal is based on construction schedule requirement of 50 working days and assumes full time observation and testing by AMEC for that period of time. It should be noted that the actual effort required by AMEC will be dictated by the contractor's methods and schedule. Consequently, our work will be invoiced based on actual hours worked and tests performed. If construction scheduling allows for reducing AMEC's manpower effort then the project costs can be reduced. Conversely, if the construction schedule is extended past the assumed duration, additional manpower effort may be required in order to complete the project. Estimated costs for laboratory testing have been based on construction quantities provided by the County and testing frequency as outlined in the specifications. Additional testing beyond these assumptions could affect actual costs.

The cost estimate has been based on the following considerations and assumptions:

- State of California Prevailing Wage requirements will apply to this project.
- Work day will be 8 hours, 40 hours per week for 50 working days.
- AMEC will provide a small temporary construction trailer on the project site. It is assumed that space for the trailer, as well as access to electrical power and potable water will be provided by the County or the Contractor.
- Daily technician travel, as well as mileage to and from the site, will not be charged to the project, however, on-site mileage will be charged to the project.
- A daily per diem for the field technician of \$140 will be charged to the project.
- Up to four field meetings will be attended by the Project Engineer/Manager
- Mileage and travel time will be charged for project meetings or site inspections performed by the Project Engineer/Manager.



AMEC EARTH & ENVIRONMENTAL FEE SCHEDULE

Palm Canyon Wash Levee
Rehabilitation and Channel Restoration Project
Project No. 6-0-0040

	<u>Rate</u>
Project Manager	
Douglas Bell.....	\$200/hr
Project Engineer	
Douglas Dahncke.....	\$180/hr
Staff Engineer	
Mustafa Dogan/Chris Spitzer	\$140/hr
Senior Field Technician	
Allan Stone.....	\$85/hr
Drafting Support	\$85/hr
Clerical Support	\$65/hr
Per Diem	\$140/day
Mileage	\$.50/mile
Maximum Density Test	\$175/test
Gradation Test	\$90/test
Soil-Cement Unconfined Compression Test	\$75/test
Miscellaneous Expenses	Cost + 15%