

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

438



FROM: Economic Development Agency

SUBMITTAL DATE:
June 30, 2010

SUBJECT: ADA Pavement Improvement Project Phase 4 – Riverside County Fairgrounds

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman to execute the Agreement with David Evans and Associates in the amount of \$120,715, for Engineering Services at the County Fairgrounds; and
2. Authorize the Economic Development Agency Executive Director, or Designee, to approve and execute Amendments to the Agreement in an amount not-to-exceed ten percent of the contract amount.

BACKGROUND: (Commences on Page 2)

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 120,715	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Community Development Block Grant	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

Jennifer L. Sargent
BY: Jennifer L. Sargent

County Executive Office Signature Jennifer L. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Buster 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: July 13, 2010
xc: EDA

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

Prev. Agn. Ref.: 11/03/09 3.16, 9/29/09 3.8, 6/30/09 3.79, 6/30/08 3.2; 6/17/08 3.12; 8/28/07 3.54; 6/12/07

District: 4

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.37

FORM APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis* DATE: 6/22/10
Departmental Concurrence

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

BACKGROUND:

The ADA Transition Plan for the Riverside County Fair and National Date Festival (Plan) prepared by BOA Architecture in July 2008, documented physical barriers that limit the accessibility of the County's resources and programs to individuals with disabilities. The Plan established priorities and a schedule for improvements which would maximize accessibility at the Fairgrounds.

Priority for barrier removal on the fairgrounds in accordance with Federal Department of Justice Priorities – 28 CFR 36.304(c) includes:

1. Entrances onto fairgrounds/onsite paths of travel to facilities/facilities entrances. [28 CFR 36.304(c)(1)];
2. Accessible use of facilities [28 CFR 36.304(c)(2)];
3. Toilet facilities [28 CFR 36.304(c)(3)]; and
4. Other access improvement to fairgrounds program, service, and/or activity.

The proposed improvements will enhance fairgrounds accessibility and exceed minimum requirements.

The current Fiscal Year Project is the fourth phase of construction improvements directed at Priorities 1 and 2. The Project, "Phase 4 – 5.5 Acres Pavement Improvements," will address path of travel improvements at the entrances onto the fairgrounds and into facilities entrances. The Project includes demolition of existing pathways and reconstruction in accordance with Hydrology and Engineering Plans developed for the entire fairgrounds. The improvements will benefit persons accessing the fairground at Dr. Carreon Drive/Gate 6 and will improve accessibility to the Taj Mahal Courtyard, Kiddie Carnival, and parking areas. In addition, infrastructure improvements will be made to eliminate ponding during rain events and increase sewage discharge capacity.

A Request for Proposal process resulted in a staff recommendation to contract with David Evans and Associates to provide engineering, bidding, and construction management services for the Project. This engineering firm has experience, is qualified, and has specialized knowledge which will benefit the Project. The Project will be funded with Community Development Block Grant Funds and will have no impact on the General Fund.

Staff recommends that the Board of Supervisors approve all motions.

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PROFESSIONAL SERVICES AGREEMENT
FOR ENGINEERING SERVICES FOR THE
ADA PAVING PROJECT (PHASE 4) AT THE RIVERSIDE COUNTY FAIRGROUNDS
BY AND BETWEEN
THE RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY
AND DAVID EVANS AND ASSOCIATES, INC

This Agreement, is made and entered into this 13th day of July 2010, by and between the RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY, a public body corporate politic in the State of California (hereinafter AGENCY), and DAVID EVANS AND ASSOCIATES, INC, a professional services corporation in the State of California, (hereinafter CONSULTANT).

WHEREAS, CONSULTANT shall prepare design and construction documents, and will provide construction administration support for the ADA Paving Project (Phase 4) at the Riverside County Fairgrounds located in Indio, California, in accordance with local regulations and in conformance with the scope outlined in Exhibit A, which is attached hereto and incorporated herein by this reference; and

WHEREAS, the AGENCY has selected CONSULTANT to provide services based on their response to a Request for Proposal (RFP); and

WHEREAS, CONSULTANT has agreed to provide such services to AGENCY,

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

1. DESCRIPTION OF SERVICES: CONSULTANT shall provide all services as outlined and specified in Exhibit A, attached hereto and by this reference incorporated herein.

1.1 CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform all services, duties and obligations required by this Agreement to fully and adequately complete the project. CONSULTANT shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONSULTANT further represents and warrants to the AGENCY that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice

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1 its profession. CONSULTANT further represents that it shall keep all such licenses and approvals in
2 effect during the term of this Agreement.
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4 2. PERIOD OF PERFORMANCE: CONSULTANT shall commence performance upon date
5 of execution of this Agreement and complete performance within twelve (12) months from said date.
6 CONSULTANT will diligently and responsibly pursue the performance of the services required of it by this
7 Agreement through project completion unless the work is altered by written amendment(s) pursuant to
8 Section 14, or terminated as specified in Section 9. All applicable indemnification provisions in this
9 Agreement shall remain in effect following the termination of this Agreement.
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11 3. COMPENSATION: The AGENCY shall pay the CONSULTANT for services performed
12 and expenses incurred in accordance with the terms of this Agreement. CONSULTANT shall be paid on
13 an amount not to exceed One Hundred Twenty Thousand, Seven Hundred and Fifteen Dollars
14 (\$120,715.00). CONSULTANT shall submit invoices to the AGENCY for progress payments based on
15 work completed to date.
16

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

21 4. INDEPENDENT CONSULTANT: AGENCY retains CONSULTANT on an independent
22 contractor basis. CONSULTANT is not, and shall not be considered to be in any manner, an employee or
23 agent of the AGENCY. Personnel performing the Services under this Agreement on behalf of
24 CONSULTANT shall at all times be under CONSULTANT'S exclusive direction and control.
25 CONSULTANT shall pay all wages, salaries and other amounts due such personnel in connection with
26 their performance of Service and as required by law. CONSULTANT shall be responsible for all reports
27 and obligations respecting such personnel, including but not limited to, social security taxes, income tax
28 withholdings, unemployment insurance, and workers' compensation insurance. CONSULTANT and its
29 employees and agents shall maintain professional licenses required by the laws of the State of California
30 at all times while performing services.
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32 5. INDEMNIFICATION: The CONSULTANT agrees to and shall indemnify and hold
33 harmless the County of Riverside, its Agencies, districts, Departments and Special district, their
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1 respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents
2 and representatives (hereinafter individually and collectively referred to as "Indemnitees") from:
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4 5.1. All liability, including, but not limited to loss, suits, claims, demands, actions, or
5 proceedings to the extent caused by any alleged or actual negligent, reckless or intentional act, error or
6 omission, of CONSULTANT, its directors, officers, partners, employees, agents or representatives or any
7 person or organization for whom CONSULTANT is responsible, arising out of or from the performance of
8 professional services under this Agreement; and
9

10 5.2. All liability, including but not limited to, loss, suites, damage, claims and
11 demands, based upon any alleged or actual act, error, omission, or occurrence of CONSULTANT, its
12 directors, officers, partners, employees, agents or representatives or any person or organization for whom
13 CONSULTANT is responsible, arising out of, in connection with, resulting from conditions created by
14 CONSULTANTS, or caused by the CONSULTANT'S performance or failure of performance of any work
15 or services, other than professional services covered under Section "A" above, under this Agreement.
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18 As respects each and every indemnification herein CONSULTANT shall defend
19 and pay, at is sole expense, all costs and fees including but not limited to reasonable attorney fees, cost
20 of investigation, and defense and settlements or awards against the County of Riverside, its Agencies,
21 Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors,
22 elected and appointed officials, employees, agents and representatives.
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24 With respect to any action or claim subject to indemnifications herein by
25 CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice
26 and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent
27 of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner
28 whatsoever limits or circumscribes CONSULTANT'S indemnification to Indemnitees as set forth herein.
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30 CONSULTANT'S obligation hereunder shall be satisfied when CONSULTANT
31 has provided to Indemnitees the appropriate form of dismissal relieving Indemnitees from any liability for
32 the action or claim involved.
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1 . The specified insurance limits required in this Agreement shall in no way limit or
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3 circumscribe CONSULTANT'S obligations to indemnify and hold harmless Indemnitees from third party
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5 claims.

6 In the event there is conflict between this clause and California Civil Code
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8 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall
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10 not relieve the CONSULTATNT from indemnifying the COUNTY to the fullest extent allowed by law.

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

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

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

42 6.3 Vehicle Liability: If CONSULTANT'S vehicles or mobile equipment are used in the
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44 performance of the obligations under this Agreement, CONSULTANT shall maintain liability insurance for
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46 all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per occurrence combined
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48 single limit. If such insurance contains a general aggregate limit, it shall apply separately to this
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50 agreement or be no less than two (2) times the occurrence limit. Policy shall name the AGENCY, County

1 of Riverside, special districts, their respective directors, officers, Board of Supervisors, elected officials,
2 employees, agents, or representatives as an Additional Insured.
3

4 6.4 Professional Liability: CONSULTANT shall maintain Professional Liability Insurance
5 providing coverage for performance of work included within this Agreement, with a limit of liability of not
6 less than \$1,000,000 per claim or occurrence and \$2,000,000 annual aggregate. If CONSULTANT'S
7 Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such
8 insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the
9 expiration or cancellation of the claims made insurance policy CONSULTANT shall purchase at his sole
10 expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates
11 Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this
12 Agreement; or, 3) demonstrate through Certificates of Insurance that Consultant has maintained
13 continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will
14 continue for a period of five (5) years beyond the termination of this Agreement.
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24 6.5 General Insurance Provisions - All lines:

25 a. Any insurance carrier providing insurance coverage hereunder shall be admitted
26 to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such
27 requirements are waived, in writing, by the AGENCY Risk Manager. If the AGENCY'S Risk Manager
28 waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for
29 one policy term.
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35 b. The CONSULTANT'S insurance carrier(s) must declare its insurance deductibles
36 or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence,
37 such deductibles and/or retentions shall have the prior written consent of the AGENCY Risk Manager
38 before the commencement of operations under this Agreement. Upon notification of deductibles or self-
39 insured retentions which are deemed unacceptable to the AGENCY, at the election of the AGENCY'S
40 Risk Manager, CONSULTANT'S carriers shall either; 1) reduce or eliminate such deductibles or self-
41 insured retentions as respects this Agreement with the AGENCY, or 2) procure a bond which guarantees
42 payment of losses and related investigations, claims administration, defense costs and expenses.
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1 c. The CONSULTANT shall cause their insurance carrier(s) to furnish the AGENCY
2 with 1) a properly executed original Certificate(s) of Insurance and certified original copies of
3 Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the
4 AGENCY Risk Manager, provide original Certified copies of policies including all Endorsements and all
5 attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and
6 policies of insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty
7 (30) days written notice be given to the AGENCY prior to any cancellation of such insurance. In the event
8 of a cancellation of coverage, this Agreement shall terminate forthwith, unless the AGENCY receives,
9 prior to such effective date, another properly executed original Certificate of Insurance and original copies
10 of endorsements or certified original policies, including all endorsements and attachments thereto
11 evidencing coverages and the insurance required herein is in full force and effect. Individual(s)
12 authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each
13 policy and the Certificate of Insurance. **CONSULTANT shall not commence operations until the**
14 **AGENCY has been furnished original Certificate (s) of Insurance and certified original copies of**
15 **endorsements or policies of insurance including all endorsements and any and all other**
16 **attachments as required in this Section.**

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

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

26 f. CONSULTANT shall pass down the insurance obligations contained herein to all
27 tiers of subconsultants working under this Agreement.

1 7. COOPERATION BY AGENCY: All information, data, reports, records, and maps as
2 exist, available to the AGENCY and necessary for carrying out the work described shall be furnished to
3 CONSULTANT without charge by the AGENCY. The AGENCY shall cooperate with CONSULTANT as
4 appropriate to facilitate, without undue delay, the work to be performed under this Agreement.
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8 8. AUTHORITY OF CONSULTANT: CONSULTANT and its agents, servants, employees
9 and subcontractors shall act at all times in an independent capacity during the term of this agreement,
10 and shall not act as, and shall not be, nor shall they in any manner be construed to be, agents, officers or
11 employees of AGENCY, and further, CONSULTANT, its agents, servants, employees and subcontractors,
12 shall not in any manner incur or have the power to incur any debt, obligation, or liability against the
13 AGENCY.
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17 9. TERMINATION: AGENCY may terminate this Agreement, by written notice to
18 CONSULTANT, in whole or in part at any time, with or without cause. Such termination may be for
19 AGENCY'S convenience or because of CONSULTANT'S failure to perform its duties and obligations
20 under this Agreement including, but not limited to, the failure of CONSULTANT to perform services in a
21 timely manner.
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24 9.1 Discontinuance of Services. Upon receipt of written Notice of Termination,
25 CONSULTANT shall discontinue all affected Services within seven (7) days of receipt of the Notice,
26 unless otherwise directed by the Notice, and upon full payment for services rendered, deliver to the
27 AGENCY all data, estimates, graphs, summaries, reports, and other related materials as may have been
28 prepared or accumulated by CONSULTANT in performance of Services, whether completed or in
29 progress.
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32 9.2 Effect of Termination for Convenience. If the termination is to be for the
33 convenience of the AGENCY, the AGENCY shall compensate CONSULTANT for Services satisfactorily
34 provided through the date of termination. Such payment shall include a pro-rated amount of profit, if
35 applicable, but no amount shall be paid for anticipated profit on unperformed Services. CONSULTANT
36 shall provide documentation deemed adequate by AGENCY'S Representative to show the Services
37 actually completed by CONSULTANT prior to the date of termination. This Agreement shall terminate
38 thirty (30) days following receipt by the CONSULTANT of the written Notice of Termination.
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1 9.3 Effect of Termination for Cause. If the termination is due to the failure of
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3 CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be compensated for
4 those Services, which have been completed and accepted by the AGENCY. In such case, the AGENCY
5 may take over the work and prosecute the same to completion by contract or otherwise. Further,
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7 CONSULTANT shall be liable to the AGENCY for any reasonable additional costs incurred by the
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9 AGENCY to revise work for which the AGENCY has compensated CONSULTANT under this Agreement,
10 but which the AGENCY has determined in its sole discretion needs to be revised in part or whole to
11 complete the Project. Following discontinuance of Services, the AGENCY may arrange for a meeting
12 with CONSULTANT to determine what steps, if any, CONSULTANT can take to adequately fulfill its
13 requirements under this Agreement. In its sole discretion, AGENCY'S Representative may propose an
14 adjustment to the terms and conditions of the Agreement, including the contract price. Such contract
15 adjustments, if accepted in writing by the Parties, shall become binding on CONSULTANT and shall be
16 performed as part of this Agreement. In the event of termination for cause, unless otherwise agreed to in
17 writing by the parties, this Agreement shall terminate seven (7) days following the date the Notice of
18 Termination was mailed to the CONSULTANT. Termination of this Agreement for cause may be
19 considered by the AGENCY in determining whether to enter into future agreements with CONSULTANT.
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30 9.4 Cumulative Remedies. The rights and remedies of the parties provided in this
31 Section are in addition to any other rights and remedies provided by law or under this Agreement.
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33 10. CONFLICT OF INTEREST: CONSULTANT shall have no interest, and shall not acquire
34 any interest, direct or indirect, which will conflict in any manner or degree with the performance of
35 services required under this Agreement.
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38 11. DESIGNATED REPRESENTATIVES: The following individuals are designated as
39 representatives of the AGENCY and CONSULTANT respectively to act as liaison between the parties:
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41
42 **AGENCY**

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44 Leah Rodriguez, Project Manager
45 Riverside County Economic Development Agency
46 44-199 Monroe, Suite B
47 Indio, CA 92201
48 (760) 863-2552
49 (760) 863-2551 fax
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CONSULTANT

Gabriel Rodriguez, P.E.
David Evans and Associates, Inc.
4200 Concourse, Suite 200
Ontario, CA 91764
(909) 481-5750 (909)481-5757 fax
(951) 830-4338 mobile

1 Any change in designated representatives shall be promptly reported to the other party in
2 order to ensure proper coordination

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4 12. ASSIGNMENT: This Agreement shall not be assigned by CONSULTANT, either in whole
5 or in part, without prior written consent of AGENCY. Any assignment or purported assignment of this
6 Agreement by CONSULTANT without the prior written consent of AGENCY will be deemed void and of no
7 force or effect. This agreement shall not be assigned by Agency without prior written notice of
8 Consultant.
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12 13. NONDISCRIMINATION: CONSULTANT shall ensure that there shall be no
13 discrimination against or segregation of any person, or group of persons, on account of sex, marital
14 status, race, religion, color, creed, national origin, ancestry, sex, physical condition or age, in the
15 performance of this Agreement and that CONSULTANT, Contractor, or any person claiming under or
16 through the AGENCY shall not establish or permit any such practice or practices of discrimination or
17 segregation.
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20 14. ALTERATION: No alteration or variation of the terms of this Agreement shall be valid
21 unless made in writing and signed by the parties hereto, and no oral understanding or agreement not
22 incorporated herein shall be binding on any of the parties hereto.
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25 15. LICENSE AND CERTIFICATION: CONSULTANT verifies upon execution of this
26 Agreement, possession of a current and valid license in compliance with any local, State, and Federal
27 laws and regulations relative to the scope of services to be performed under Exhibit A, and that
28 services(s) will be performed by properly trained and licensed staff.
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31 16. CONFIDENTIALITY: CONSULTANT shall observe all Federal, State and AGENCY
32 regulations concerning confidentiality of records. CONSULTANT shall refer all requests for information to
33 AGENCY.
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36 17. WORK PRODUCT: All documents, reports, preliminary findings, or data assembled or
37 compiled by CONSULTANT under this Agreement shall become the property of the AGENCY upon
38 creation and full payment to Consultant for services rendered. The AGENCY reserves the right to
39 authorize others to use or reproduce such materials at the sole risk of Agency and without any liability to
40 Consultant; and Agency shall defend and indemnify Consultant for such use or reproduction. Therefore,
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1 such materials shall not be circulated in whole or in part, nor released to the public, without the direct
2 authorization of the AGENCY Director or an authorized designee.
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4 18. JURISDICTION, VENUE, ATTORNEY'S FEES: This Agreement is to be construed
5 under the laws of the State of California. The parties agree to the jurisdiction and venue of the
6 appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or
7 interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in
8 addition to whatever other relief is granted.
9

10 19. WAIVER: Any waiver by AGENCY of any breach of any one or more of the terms of this
11 Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any
12 other term thereof. Failure on the part of the AGENCY to require exact, full and complete compliance
13 with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or
14 estopping AGENCY from enforcement hereof.
15

16 20. SEVERABILITY: If any provision in this Agreement is held by a court of competent
17 jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full
18 force without being impaired or invalidated in any way.
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20 21. COMMUNITY DEVELOPMENT BLOCK GRANT REQUIRED LANGUAGE: The
21 Community Development Block Grant funding requires compliance with federal regulations specific to the
22 language and forms attached to this agreement and incorporated by reference. The attachment consists
23 of five (5) pages.
24

25 22. ENTIRE AGREEMENT: This Agreement is intended by the Parties hereto as a final
26 expression of their understanding with respect to the subject matter hereof, and all prior or
27 contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged
28 herein. Any modifications to the terms of this Agreement must be in writing and signed by the parties
29 herein.
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23. NOTICES: All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

AGENCY:
Riverside County Economic Development Agency
44-199 Monroe B
Indio, CA 92201
Attn: Leah Rodriguez

CONSULTANT:
David Evans and Associates, Inc
4200 Concourse, Suite 200
Ontario, CA 91764
Attn: Gabriel Rodriguez

IN WITNESS WHEREOF, the parties hereto have caused their duly representatives to execute this Agreement.

DATED: July 13, 2010


VICE PRESIDENT

David Evans and Associates, Inc

By: 

Title: SENIOR ASSOCIATE

Riverside County Economic Development Agency

By: 

Marion Ashley, Chairman
Riverside County Board of Supervisors

ATTEST:

KECIA HARPER-IHEM, Clerk

By: 
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY: 
NEAL R. KIPNIS DATE

EXHIBIT A

**SCOPE OF SERVICE BY DAVID EVANS AND ASSOCIATES, INC
FOR ADA PAVING PROJECT AT RIVERSIDE COUNTY FAIRGROUNDS
Phase 4 – 5.5 Acres of Paving and Infrastructure Improvements
(Paving - Dr Carreon Drive/Gate 6, Taj Mahal Courtyard, Kiddie Carnival, Parking,
Infrastructure - Dry Wells, 50 linear feet of Sewer Line)**

Consultant shall:

Perform Engineering Services as specified in the attached proposal dated May 19, 2010 and comprised of eight (8) pages. The project is a fourth phase to comprehensive path of travel and facility access project at the Riverside County Fairgrounds. The overall improvements are in accordance with recommendations made in the ADA Transition Plan for the Riverside County Fair and National Date Festival (Plan) prepared by BOA Architecture in July 2008. The Plan documented physical barriers that limit the accessibility of the County's resources and programs to individuals with disabilities. The Plan established priorities and a schedule for improvements which would maximize accessibility at the Fairgrounds.

The current fiscal year project "Phase 4 – 5.5 Acres Paving and Infrastructure Improvements" will address path of travel improvements at the entrances onto the fairgrounds and to facilities/facilities entrances. The project includes demolition of existing pathway and reconstruction. An area approximating 5.5 acres will be improved with new paving. Approximately 6 drywells and 50 linear feet of sewer line will be installed. The improvements will benefit persons accessing the fairgrounds at Dr. Carreon Drive/Gate 6 and will improve accessibility to the Taj Mahal, Kiddie Carnival and Parking. The infrastructure improvements will dramatically reduce water ponding which occurs during rain events and the sewer line will greatly increase discharge capacity.

- **Phase 1 DESIGN** – \$ 90,105.00
Start up meeting and field review; Supplemental ground survey; Geotechnical Investigation Report; Hydrologic and Hydraulic Study/Report; Demolition Plan; Precise Grading, Drainage and Paving Plan; Signing and Striping Plan; Sewer Improvement Plan; Preliminary Site Plan / client review; Construction Plan; Planting Plan; Irrigation Plan; Construction details; Monument Sign Design and Details; Construction Specifications; Engineer's Construction Cost Estimate; Project coordination and site visit.
- **Phase 2 CONSTRUCTION** – \$ 20,090.00
Bid assistance; Pre-Construction Meeting; Construction Administration
- **OTHER** – \$ 10,520.00
Water Quality Management Plan (WQMP), Reimbursables.

Total not to exceed: \$120,715.00



DAVID EVANS
AND ASSOCIATES INC.

June 16, 2010

Ms. Leah Rodriguez
Riverside County
Economic Development Agency

Workforce Development Center @ Monroe Park

44-199 Monroe Street Suite B
Indio, CA 92201

Subject: SCOPE OF SERVICES FOR PROFESSIONAL ENGINEERING, LANDSCAPE ARCHITECTURE AND LAND SURVEYING FOR THE RIVERSIDE COUNTY FAIRGROUNDS PHASE IV IMPROVEMENT PROJECT IN THE CITY OF INDIO

Dear Ms. Rodriguez:

On behalf of David Evans and Associates, Inc. (DEA), we are pleased to submit our scope of services to provide civil engineering, landscape architecture and land surveying for the above mentioned project.

Based on our meeting with EDA staff we have prepared a scope of services to provide construction documents for the improvements to several areas throughout the Fairgrounds including the parking lot adjacent to Highway 111 at the Administration Building, the Kiddie Corner lot, Maintenance Yard, grass area east of the Taj Mahal (Date Courtyard) and the drive lanes between Gate 6 and Dr. Carreon Boulevard. The proposed improvements total approximately 5.5-acres and are identified on attachment "A".

For the Date Courtyard, DEA will prepare two conceptual designs that will be presented to EDA staff for review and comment. The concepts will include materials, colors, amenities and layout. Once the concept is approved, DEA will proceed with the final design which will be included in the bid package for the overall paving improvements.

DEA will also prepare a sewer improvement plan for a sewer lateral connection to the Valley Sanitary District sewer main in Dr. Carreon Boulevard. This will complete the connection of the on-site sewer system west of Gate 6 that was constructed in the later part of 2005.

As part of this project, DEA will sub-contract with Landmark Geo-Engineers and Geologist to provide three borings at three existing drywell locations south of the Taj Mahal that have experienced pavement structural section failures. The data from the borings will be used to determine the depth of the impermeable material below the existing pavement that is currently restricting percolation of storm water. New drywell systems will then be designed to extend to more permeable material that will allow for greater percolation.

Based on the exhibit provided by the County of Riverside EDA, we have estimated approximately 1.5-acres of pavement improvements. At this time, our proposal is based on preparing one bid package.

With the above information, DEA proposes civil engineering and land surveying services consisting of the following:



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SCOPE OF SERVICES – CIVIL ENGINEERING, LANDSCAPE ARCHITECTURE & LAND SURVEYING
PHASE I – DESIGN

I.01 Start Up Meeting and Field Review

DEA project team members will attend an initial start up meeting with County staff to visit the site together to discuss opportunities and constraints throughout the project area. This meeting will also provide a thorough review of the scope of services, objectives, design, construction schedule and budget.

Deliverables: One project start-up meeting and site visit.

I.02 Supplemental Ground Survey

DEA will provide field survey and office time to locate and verify elevations of paving limits based on the hours indicated on the attached fee schedule. If additional field and office time is required beyond the time provided in this scope, we reserve the right to negotiate additional fee.

Deliverables: Two (2) bond copies of topographic map at 1"=100' scale on a 24"x36" sheets.

I.03 Geotechnical Investigation Report

DEA will subcontract with Landmark Geo-Engineers and Geologist to perform a geotechnical investigation at three existing drywell locations. Landmark will perform three (3) soil borings to a depth of 50-feet. Landmark will present the boring results, recommendations and field work information in report format for the use of determining a solution for the existing drywells.

Deliverables: Two (2) copies of the geotechnical report.

I.04 Hydrologic and Hydraulic Study/Report

DEA will prepare a hydrologic and hydraulic study for approximately 5.5-acres based on Riverside County Flood Control standards and specifications. DEA will provide Riverside County EDA with the hydrologic and hydraulic study. A rational method analysis of the site will be performed addressing the 10- and 100-year storm events to be used to verify the sizes of proposed drywells. Hydrologic calculations will be performed using CivilD software and hydraulic calculations for proposed drywell catch basins will be prepared using Flowmaster software.

Deliverables: Two (2) copies and one digital copy in Word format.

I.05 Demolition Plan

DEA will prepare a 1"=20' scale demolition plan for approximately 5.5-acres (5-sheets) depicting the removal of asphalt pavement, concrete, drywells, mow curb and the limits of these removals.

Deliverables: Two (2) bond copies on 24"x36" sheets.

I.06 Precise Grading, Drainage and Paving Plan

DEA will prepare a 1"=20' scale precise grading, drainage and paving plan for approximately 5.5-acres (5-sheets) depicting proposed paving limits, on-site grading contours, finish surface and top of curb elevations, handicap ramps, drainage patterns, drainage features, concrete flatwork and mow curb for the project site. The plan will consider all ADA requirements for building accessibility. Earthwork and construction quantities will be determined and shown on



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the plan. DEA will submit the grading plan for the Gate 6 entrance at Dr. Carreon Boulevard to the City of Indio for review and approval of the improvements within public right-of-way.

Deliverables: Two (2) bond copies on 24"x36" sheets.

I.07 Signing and Striping Plan

DEA will prepare a 1"=20' scale signing and striping plan for approximately 3-acres (3-sheets) depicting proposed parking stall striping, pavement marking, signage, circulation and dimensions.

Deliverables: Two (2) bond copies on 24"x36" sheets.

I.08 Sewer Improvement Plan

DEA will prepare a 1"=40' scale sewer improvement plan and profile drawing (2-Sheets) for approximately 50-linear feet of sewer line in Dr. Carreon depicting sewer pipe, manhole and trench details. DEA will submit the plan to the Valley Sanitary District for review and approval.

Deliverables: Two (2) bond copies on 24"x36" sheets.

I.09 Preliminary Site Plan / Client Review

DEA landscape architects will prepare two preliminary conceptual plans for approximately 0.5-acres of the proposed project area based upon input provided by the County. Utilizing available base sheets and topo data, plans will include a layout of the proposed amenities listed above, in addition to a preliminary plant legend. Site furnishings will also be denoted on the plan and photo images of plants and site amenities will be provided to depict the overall design intent. The plans will provide an integrated palette of materials in accordance with the Fairground design guidelines. This task also includes one meeting for client review and project team coordination. Plans will be prepared in black and white for discussion purposes. If colored plans are desired, DEA will require additional compensation. A construction cost estimate will be prepared for each concept plan (2 total).

Prior to commencing work on the final construction drawings, should substantial revisions to the conceptual plan be required, the work would be considered 'extra services' and billed on a time and materials basis in accordance with our current rate schedule.

Based on the approved conceptual plan and Fairground guidelines, DEA landscape architects will develop construction documents including plans, specifications, and cost estimates for the construction of the landscape and irrigation components of the project.

Deliverables: One (1) bond copy of each conceptual plan on 24"x36" sheets.

I.10 Construction Plan

DEA landscape architects will prepare a site plan for the proposed items of construction. This plan will designate features of the proposed courtyard including placement, detail references, material and manufacturer callouts, general construction notes, and specific elements of the overall design which are necessary for the proper construction of proposed items.

Deliverables: Two (2) bond copies on 24"x36" sheets.



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I.11 Planting Plan

This plan will further delineate the desired landscape components by specifically indicating the plant type, location, size, and quantity. If possible, the existing palms will be protected in place and used in the overall design.

Deliverables: Two (2) bond copies on 24"x36" sheets.

I.12 Irrigation Plan

The irrigation plan will provide the necessary information for a complete and fully automatic irrigation system for the project area. The plans will indicate the point of connection based upon the water source, backflow prevention and pressure regulation (if necessary), and equipment size and type in the irrigation legend.

Deliverables: Two (2) bond copies on 24"x36" sheets.

I.13 Construction Details

Construction details will be provided for hardscape, planting and irrigation components. Custom site furnishings, fountains, structures, or other unique aspects of the project are not included at this time until further information can be determined.

Deliverables: Two (2) bond copies on 24"x36" sheets.

I.14 Monument Sign Design and Details

DEA Landscape Architects will prepare up to two conceptual monument sign designs in color for the southerly Fairgrounds entrance. A section / elevation will be provided and DEA will coordinate with Quickcrete or Bravo Signs to assist in determining construction costs. The sign will be ground level, not to exceed 5' in height and will be uplit from available electrical service. Lighting plans are not included herewith at this time.

Based on input received from the County on the approved conceptual design, DEA will then prepare the construction details for the monument sign. At this time, we have not included upgrades to the immediate area around the sign; however, structural footing calculations are included. Demolition notes for the removal of the existing sign will be noted on the civil engineering plans.

Deliverables: Two (2) bond copies on 24"x36" sheets.

I.15 Construction Specifications

DEA will prepare technical specifications for the civil engineering related items of construction to be used for inclusion into EDA's general provisions. The technical specifications will be prepared in Greenbook format.

Deliverables: Two (2) copies and one digital copy in Word format.

I.16 Engineer's Construction Cost Estimate

DEA will prepare an engineer's construction cost estimate at 50 and 100-percent plan completion for civil engineering related items of construction. The construction cost estimate will be separated by six (6) areas which include the Gate



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1 parking lot, Kiddie Carnival area, maintenance yard, Gate 6 drive aisles, Taj Mahal area and offsite sewer improvements.

Deliverables: Two (2) copies and one digital copy in Excel format.

I.17 Project Coordination and Site Visit

DEA will coordinate with Riverside County EDA, City of Indio and the local sewer purveyor to facilitate the completion and approval of the final construction documents. DEA will also perform a site visit to determine location of above ground appurtenances and facilities. Hours budgeted for this task are shown on the attached fee schedule. If additional hours are required, we reserve the right to negotiate additional fee.

Deliverables: Project coordination and meetings as noted above.

PHASE II – BID ASSISTANCE

II.01 Bid Assistance

DEA will provide bid assistance including the distribution of bid packets, answering questions from prospective bidders, conducting the pre-bid conference, participating in the bid opening, and assistance in analyzing the bids to determine the lowest responsible bidder. DEA will coordinate with a reprographics company to prepare the necessary bid packages. Hours budgeted for this task are shown on the attached fee schedule. If additional hours are required, we reserve the right to negotiate additional fee.

Deliverables: Bid assistance as noted above.

II.02 Pre-Construction Meeting

DEA will attend the pre-construction meeting and assist the County by identifying all invitees in addition to preparing and distributing the agenda, facilitating the meeting and preparing and distributing the meeting minutes.

Deliverables: Pre-construction meeting as noted above.

II.03 Construction Administration

As EDA's representative, DEA will provide construction administration services including: weekly site visits for construction meetings with EDA staff, the general contractor and subcontractors; monitoring the progress of the work and that construction is proceeding in accordance with the contract documents. DEA will review contract change orders and will provide recommendations regarding any change order request submitted by the contractor or his subcontractors. DEA will also review and approve material submittals and respond to RFI's. Hours for this task are shown on the attached fee schedule. This task will be billed on a time and material basis. If additional hours are required, we will inform EDA and negotiate additional fee before proceeding further.

Deliverables: Construction administration as noted above

OPTIONAL TASK

Water Quality Management Plan (WQMP)

DEA will prepare a Water Quality Management Program report and plan for approximately 1.5-acres to comply with the standards set forth by the County of Riverside and the Regional Water Quality Control Board. The Water Quality



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Management Program plan will outline structural and non-structural features and maintenance practices that will prevent pollutants from impacting downstream water courses. The plan will be presented in text and graphic format.

Deliverables: Two (2) copies and one digital copy in Word format.

EXCLUSIONS

- Environmental Services and Permits (Fish and Game, Army Corps, Regional Water, etc.)
- Horizontal Control & Signing and Striping Plan
- Water Quality Control Plan
- Storm Water Pollution Prevention Plan
- Traffic Control Plan
- As-builts
- Aerial Topographic Map
- Property Line and Easement Mapping
- Boundary Survey
- Monumentation
- Construction Staking
- Architecture
- Any task not listed in the above scope of services.

FEES

DEA proposes to complete the scope of services based on the fees shown on the attached fee schedule. Invoices will be due and payable within thirty (30) days, and will be sent monthly based upon the percentage of work complete. This proposal is valid for sixty (60) days.

Plan check and permit fees to government agencies, mileage, per diem, delivery costs such as Federal Express charges, and the cost of prints/reproductions are **not** included in our fixed fee. All such costs are "reimbursable" items and will be shown separately on your invoice and billed to you at cost plus 10 percent. For budgetary purposes an **estimate** of reimbursable costs is shown on the attached fee schedule.

EXTRAS

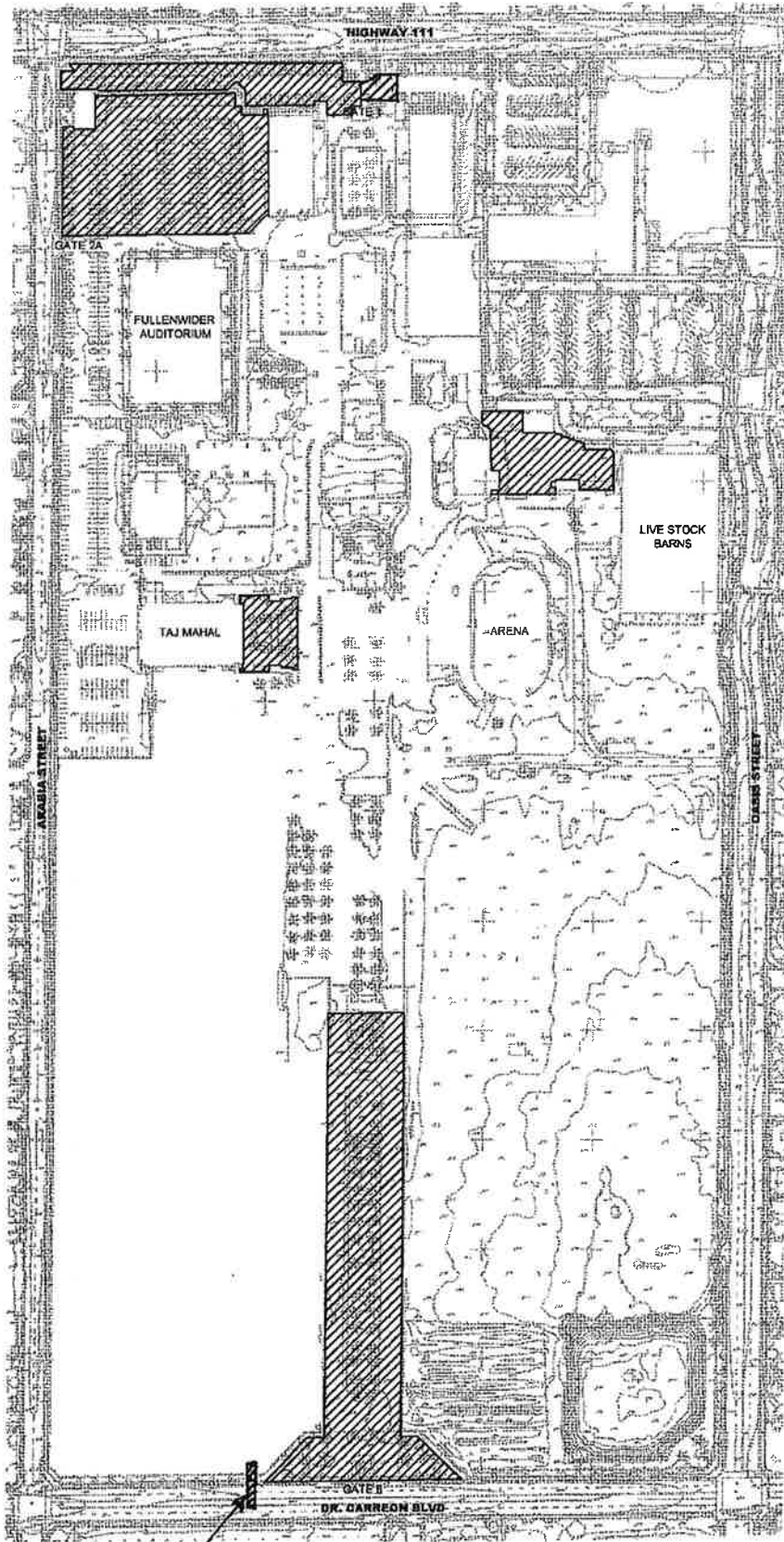
Any service requested which does not fall within the scope of work task listed herein, or any duplication of work due to changes desired by the owner, will be performed on an "Extra Services" basis. Extra services will not begin until a signed contract or addendum is received from the client.

We look forward to being a part of your project and would be pleased to provide Riverside County EDA with our professional services. Thank you for the opportunity to provide you our proposal for the next phase of Fairground improvements. Should you have any questions please call me at (909) 481-5750.

Sincerely,
DAVID EVANS AND ASSOCIATES, INC.

Gabriel Rodriguez, P.E.
Senior Associate

ATTACHMENT A



PROPOSED SEWER
LATERAL

 PROPOSED AREA


SCALE: 1"=300'

County of Riverside Economic Development Agency
Riverside County Fairgrounds Phase IV Improvement Project
 Fee Schedule

Task & Description	PM/PE	CD	LA	LD	LCAD	PLS	LSA	SCAD	2CW	ADM	Sub	Total Fee	Reimbursables
	\$ 185	\$ 115	\$ 150	\$ 120	\$ 105	\$ 170	\$ 150	\$ 105	\$ 265	\$ 80	\$	\$	\$
PHASE I - DESIGN PHASE													
I.01 Start Up Meeting and Field Review	5	5	5							2		\$ 2,410	\$ 80
I.02 Supplemental Ground Survey	1	1					4	8	27	2		\$ 9,055	\$ 280
I.03 Geotechnical Investigation Report	1	2								2	4550	\$ 5,125	\$ 160
I.04 Hydrologic and Hydraulic Study/Report	3	26								2		\$ 3,705	\$ 120
I.05 Demolition Plan	4	40								2		\$ 5,500	\$ 170
I.06 Precise Grading, Drainage and Paving Plan	12	120								6		\$ 16,500	\$ 500
I.07 Signing and Striping Plan	3	28								2		\$ 3,935	\$ 120
I.08 Sewer Improvement Plan	3	32								6		\$ 4,715	\$ 150
I.09 Preliminary Site Plan / Client Review	1		16	12	24					2		\$ 6,705	\$ 210
I.10 Construction Plan	1		8	8	16					1		\$ 4,105	\$ 130
I.11 Planting Plan	1		4		12					1		\$ 2,125	\$ 70
I.12 Irrigation Plan	1		4	20	8					1		\$ 4,105	\$ 130
I.13 Construction Details	1		2	6	2					1		\$ 1,495	\$ 50
Monument Sign Design and Details	5		16		24					1		\$ 5,925	\$ 180
I.14 Construction Specifications	8	18	8	12						12		\$ 7,150	\$ 220
I.15 Engineer's Construction Cost Estimate	2	8	2	6						4		\$ 2,630	\$ 80
I.16 Project Coordination Meetings	16		12							2		\$ 4,920	\$ 150
PHASE II - CONSTRUCTION PHASE													
Bid Assistance	4	16	4							2		\$ 3,340	\$ 110
Pre-Construction Meeting	5	5	5							2		\$ 2,410	\$ 80
Construction Administration	60	24								6		\$ 14,340	\$ 440
OPTIONAL TASK													
Water Quality Management Plan	4	52								2		\$ 6,880	\$ 210

TOTAL - PHASE I & II = 137 325 86 64 86 86 0 4 8 27 59 4550 \$ 110,195 \$ 3,430

TOTAL - OPTIONAL TASK = 4 52 0 0 0 0 0 0 0 0 2 0 \$ 6,880 \$ 210

TOTAL - PHASE 1 & 2 AND OPTIONAL TASK = 141 377 86 64 86 86 0 4 8 27 61 4550 \$ 117,075 \$ 3,640

PM/PE=Project Manager/Project Engineer, CD=Civil Designer, LA=Landscape Architect, LD=Landscape Designer, LCAD=Landscape Cadd, PLS=Land Surveyor, LSA=Survey Analyst, SCAD=Survey Drafter, 2CW=2 Man Crew, ADM=Administrative Assistant

Reimbursable amounts are shown for budgetary purposes only (billed at cost plus 15%)