# BYRD, AUDITOR-CONTROLLER FISCAL PROCEDURES APPROVED ROBERT, E. BYRD, AUDITOR-CONTI FORM APPROVED COUNTY COUNSE!

BK

Policy

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Consent

Dep't Recomm.:

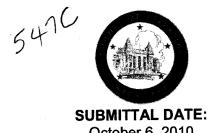
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Exec. Ofc.:

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



FROM: Redevelopment Agency

October 6, 2010

SUBJECT: Mission Plaza Improvement Project - Consulting Services Agreement

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

- 1. Make the following findings pursuant to Health and Safety Code Section 33445:
  - a) The construction of the Mission Plaza Improvement Project is of primary benefit to the Jurupa Valley Redevelopment Project Area by helping to eliminate blight through improved construction of buildings, facilities, and structures in an area that currently has substandard construction and deteriorated facilities;

(Continued)

**Executive Director** 

	Excoditve Direc	oto:			
Current F.Y. Total Cost:	\$ 572,766 In Current Year		udget:	Yes	
<b>Current F.Y. Net County Cost:</b>	\$ 0	<b>Budget Adjustment:</b>		No	
Annual Net County Cost: \$ 0 For Fiscal Year:			2010/11		
M ON BOARD OF SUPERVI	SORS AGENDA	: Yes			
SOURCE OF FUNDS: 65% Jurupa Valley Redevelopment Capital Improvement				, ,	
and woderate moonie riedenig	<i>y</i> 1 a		Requires 4/5 V	ote 🗀	
ENDATION:					
	Current F.Y. Net County Cost: Annual Net County Cost: EM ON BOARD OF SUPERVISIONS: 65% Jurupa Valley Redand Moderate Income Housing	Current F.Y. Total Cost: \$572,766 Current F.Y. Net County Cost: \$0 Annual Net County Cost: \$0 EM ON BOARD OF SUPERVISORS AGENDANDS: 65% Jurupa Valley Redevelopment Capand Moderate Income Housing Funds	Current F.Y. Net County Cost: \$ 0  Annual Net County Cost: \$ 0  For Fiscal Year:  MON BOARD OF SUPERVISORS AGENDA: Yes  NDS: 65% Jurupa Valley Redevelopment Capital Improvement and Moderate Income Housing Funds	Current F.Y. Total Cost: \$ 572,766 In Current Year Budget: Current F.Y. Net County Cost: \$ 0 Budget Adjustment: Annual Net County Cost: \$ 0 For Fiscal Year:  EM ON BOARD OF SUPERVISORS AGENDA: Yes  NDS: 65% Jurupa Valley Redevelopment Capital Improvement and Moderate Income Housing Funds  Positions To Deleted Per A	

**County Executive Office Signature** 

MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY

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

Aves:

Buster, Stone, Benoit and Ashley

Nays:

None

Absent:

**Tavaglione** 

Date:

November 2, 2010

XC:

RDA, EDA, Auditor

Kecia Harper-Ihem

Clerk of the Board

(Comp. Item 3.19)

Prev. Agn. Ref.: 4.2 of 4/1/08; 4.6 of 9/2/08 District: 2

Agenda Number:

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD Redevelopment Agency Mission Plaza Improvement Project – Cohsulting Services Agreement October 6, 2010 Page 2

#### **RECOMMENDED MOTION: (Continued)**

- 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;
- c) The payment of funds for the cost of the project is consistent with the Implementation Plan for the project area and is necessary to effectuate the purpose of the project area's Redevelopment Plan, which identifies upgraded and expanded commercial areas and public infrastructure construction as needed improvements;
- 2. Approve and authorize the Chairman to execute the attached Consulting Services Agreement for \$572,766, between the Redevelopment Agency for the County of Riverside and Albert A. Webb Associates, for civil engineering design services for the Mission Plaza Improvement Project; and,
- 3. Authorize the Executive Director of the Redevelopment Agency, or designee, to execute and take all necessary steps to implement this agreement including signing subsequent necessary and related documents to complete this transaction.

#### **BACKGROUND:**

The Mission Plaza Improvement Project is described as approximately 31 acres of land with Mission Boulevard to the north, Tilton Avenue to the south, Riverview Drive to the west, and Briggs Street to the east, within the Jurupa Valley Redevelopment Project Area. The Redevelopment Agency for the County of Riverside plans to redevelop this economically and physically blighted area by promoting sound development for the general welfare of the local community.

On June 14, 2010, the Agency published a Request for Qualifications to identify qualified firms with the required resources, skills, expertise, and abilities to provide full civil design services for the project's future master planned commercial and residential development. The Agency received 17 proposals, and after a detailed review of the proposals, the Agency determined Albert A. Webb Associates to be the most qualified respondent to the Request for Qualifications.

Agency staff recommends that the Board make the recommended findings and approve the agreement so the Agency may proceed with the design of the improvements.

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

# CONSULTING SERVICES AGREEMENT FOR ENGINEERING SERVICES FOR THE MISSION PLAZA IMPROVEMENT PROJECT BY AND BETWEEN THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE AND ALBERT A. WEBB ASSOCIATES

THIS AGREEMENT, is made and entered into this 2 day of 2010, by and between the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public body, corporate and politic in the State of California (hereinafter "AGENCY"), and ALBERT A. WEBB ASSOCIATES, (hereinafter "CONSULTANT").

WHEREAS, AGENCY is a Redevelopment Agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the provisions of the Community Redevelopment Law, Part 1 of Division 24 of the California Health and Safety Code (commencing with Section 33000 et seq.);

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

WHEREAS, pursuant to Section 33020(a) of the Community Redevelopment Law, "Redevelopment" means to conduct planning, development, and re-planning of all or part of a survey area as may be appropriate and necessary in the interest of general welfare, including recreational and other facilities incidental or appurtenant to them;

WHEREAS, the proposed services provided in this Agreement are necessary to redevelop approximately thirty-one (31) acres of land with Mission Boulevard to the north, Tilton Avenue to the south, Riverview Drive to the west, and Briggs Street to the east, within the unincorporated community of Rubidoux and within the Jurupa Valley Redevelopment Project Area ("PROJECT");

**WHEREAS,** on June 14, 2010, the AGENCY published a Request for Qualifications to identify qualified firms containing the required resources, skills, expertise, and

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abilities to provide full civil design services for a future master planned commercial and residential development within the aforementioned PROJECT limits;

WHEREAS, the AGENCY determined CONSULTANT to be the most qualified respondent to the Request for Qualifications; and

WHEREAS, CONSULTANT has agreed to provide the services identified within the Request for Qualifications and as identified below in Section 1, DESCRIPTION OF SERVICES.

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 specified within "Exhibit A," Scope of Work, including, but not limited to, PROJECT civil design; aerial and field surveying; demolition plans; mass grading plans; utility coordination; wet and dry utility plans; street improvement plans; storm drain plans; plot plan; PROJECT general plan amendment and change of zone; parcel merger and lot line adjustment; attending meetings; potholing; geotechnical investigation; a Water Quality Management Plan; conformance to and preparation of all California Environmental Quality Act (CEQA) documents; technical studies; traffic studies.
- 1.2 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 its profession. CONSULTANT further represents that it shall keep all such licenses and approvals in effect

 during the term of this Agreement.

- 2. **PERIOD OF PERFORMANCE**: CONSULTANT shall commence and complete design performance no later than July 31, 2012. CONSULTANT will diligently and responsibly pursue the performance of the services required of it by this Agreement through PROJECT completion unless the work is altered by written amendment(s) pursuant to Section 14, or terminated as specified in Section 9. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.
- 3. <u>COMPENSATION</u>: The AGENCY shall pay the CONSULTANT on a lump sum amount not to exceed five hundred seventy-two thousand, seven hundred sixty-six dollars (\$572,766.00), which includes twenty thousand (\$20,000) for approved reimbursable expenses. CONSULTANT shall submit monthly invoices to the AGENCY for progress payments based on work completed to date and line items identified within Exhibit "A."
- 3.1 Said compensation shall be paid in accordance with an invoice submitted to AGENCY by CONSULTANT within fifteen (15) days from the last day of each calendar month, and AGENCY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice.
- 3.2 Certain Classifications of Labor under this contract may be subject to prevailing wage requirements. It is anticipated that survey and/or soils testing work will or may be performed which classifications are subject to payment of prevailing wage when performed as pre-construction or construction activities on a public works project.

Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's compensation insurance and

directly effect the method of prosecution of the work by Consultant and subject it under certain 1 conditions to penalties and forfeitures. Execution of the Agreement by the parties constitutes 2 3 4 5 6 7 8 9

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their agreement to abide by said Chapter 1, their stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter 1, constitutes Consultant's certification that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes Consultant's certification as follows: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are available from the California Department of Industrial Relations' Internet website at <a href="http://www.dir.ca.gov">http://www.dir.ca.gov</a>, and are available at the main office of Agency.

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

 insurance, and workers' compensation insurance. CONSULTANT and its employees and agents shall maintain professional licenses required by the laws of the State of California at all times while performing services.

- 5. **INDEMNIFICATION:** The CONSULTANT agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter individually and collectively referred to as "Indemnitees") from all liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings to the extent caused by any alleged or actual negligence, recklessness, willful misconduct, error or omission of CONSULTANT, its directors, officers, partners, employees, agents or representatives or any person or organization for whom CONSULTANT is responsible, arising out of or from the performance of services under this Agreement.
- 5.1 As respects each and every indemnification herein CONSULTANT shall defend and pay, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, and defense and settlements or awards against the Indemnitees.
- 5.2 With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of AGENCY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT'S indemnification to Indemnitees as set forth herein.
- 5.3 CONSULTANT'S obligation hereunder shall be satisfied when CONSULTANT has provided to Indemnitees the appropriate form of dismissal relieving Indemnitees from any liability for the action or claim involved.

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

- 5.5 In the event there is conflict between this clause and California Civil Code Section 2782 and 2782.8, this clause shall be interpreted to comply with Civil Code 2782 and 2782.8. Such interpretation shall not relieve the CONSULTANT from indemnifying the AGENCY to the fullest extent allowed by law.
- 6. <u>INSURANCE</u>: Without limiting CONSULTANT'S indemnification, CONSULTANT shall maintain in force at all times during the performance of this Agreement, insurance policies evidencing coverage during the entire term of the Agreement as follows:
- Morkers' Compensation: If CONSULTANT has employees as defined by the State of California, CONSULTANT shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed t waive subrogation in favor of the AGENCY and County of Riverside; and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.
- 6.2 <u>Commercial General Liability</u>: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, completed operations, personal and advertising injury covering claims which may arise from or out of CONSULTANT'S performance of its obligations hereunder. Policy shall name the AGENCY, County of Riverside, special districts, their respective directors, officers, Board of Supervisors, elected officials, employees, agents or representatives as an Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be

no less than two (2) times the occurrence limit.

- 6.3 <u>Vehicle Liability</u>: If CONSULTANT'S vehicles or mobile equipment are used in the performance of the obligations under this Agreement, CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.
- Insurance providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate. If CONSULTANT'S Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy CONSULTANT shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue for as long as the law allows.

#### 6.5 **General Insurance Provisions - All lines:**

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

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

Ç. The CONSULTANT shall cause their insurance carrier(s) to furnish the AGENCY with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the AGENCY 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) shall provide no less than thirty (30) days written notice be given to the AGENCY prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless the AGENCY 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 coverage's and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

d. It is understood and agreed by the parties hereto and the CONSULTANT'S insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and

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shall be construed as primary insurance, and the AGENCY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

- e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work the Risk Manager reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's required herein, if; in the AGENCY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate. CONSULTANT may terminate this Agreement if it deems that any increase in the amount of insurance required herein is unreasonable.
- f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of sub-consultants working under this Agreement.
- 7. **COOPERATION BY AGENCY:** All information, data, reports, records, and maps as are existing, available to the AGENCY and necessary for carrying out the work described shall be furnished to CONSULTANT without charge by the AGENCY. AGENCY shall cooperate with CONSULTANT as appropriate to facilitate, without undue delay, the work to be performed under this Agreement.
- 8. **AUTHORITY OF CONSULTANT:** CONSULTANT and its agents, servants, employees and subcontractors shall act at all times in an independent capacity during the term of this agreement, and shall not act as, and shall not be, nor shall they in any manner be construed to be, agents, officers or employees of AGENCY, and further, CONSULTANT, its agents, servants, employees and subcontractors, shall not in any manner incur or have the power to incur any debt, obligation, or liability against the AGENCY.
- 9. **TERMINATION:** AGENCY may, by written notice to CONSULTANT, terminate this Agreement in whole or in part at any time, with or without cause. Such termination may be for AGENCY'S convenience or because of CONSULTANT'S failure to perform its duties and

obligations under this Agreement including, but not limited to, the failure of CONSULTANT to timely perform services.

- 9.1 <u>Discontinuance of Services</u>. Upon receipt of written Notice of Termination, CONSULTANT shall discontinue all affected services within seven (7) days of receipt of the Notice, unless otherwise directed by the Notice, and deliver to the AGENCY all data, estimates, graphs, summaries, reports, and other related materials as may have been prepared or accumulated by CONSULTANT in performance of services, whether completed or in progress.
- 9.2 <u>Effect of Termination For Convenience</u>. If the termination is to be for the convenience of the AGENCY, the AGENCY shall compensate CONSULTANT for services satisfactorily provided through the date of termination. Such payment shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed services. CONSULTANT shall provide documentation deemed adequate by AGENCY'S Representative to show the services actually completed by CONSULTANT prior to the date of termination. This Agreement shall terminate thirty (30) days following receipt by the CONSULTANT of the written Notice of Termination.
- 9.3 Effect of Termination For Cause. If the termination is due to the failure of CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be compensated for those services which have been completed and accepted by the AGENCY. In such case, the AGENCY may take over the work and prosecute the same to completion by contract or otherwise. Further, CONSULTANT shall be liable to the AGENCY for any reasonable additional costs incurred by the AGENCY to revise work for which the AGENCY has compensated CONSULTANT under this Agreement, but which the AGENCY has determined in its sole discretion needs to be revised in part or whole to complete the PROJECT. Following discontinuance of services, the AGENCY may arrange for a meeting

9.4 <u>Cumulative Remedies</u>. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

in determining whether to enter into future agreements with CONSULTANT.

- 10. **CONFLICT OF INTEREST:** CONSULTANT shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.
- 11. **DESIGNATED REPRESENTATIVES:** The following individuals are designated as representatives of the AGENCY and CONSULTANT respectively to act as liaison between the parties:

#### **AGENCY**

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Charles Waltman
Deputy Executive Director
Redevelopment Agency for the
County of Riverside
3403 10<sup>th</sup> Street
Riverside, CA 92501
Phone: (951) 955-0911

Fax: (951) 955-4890

CONSULTANT

Scott Hildebrandt Vice President Albert A. Webb Assoc. 3788 McCray Street Riverside, CA 92506 Phone: (951) 686-1070

Fax: (951) 788-1256

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

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

- 13. **NONDISCRIMINATION:** CONSULTANT shall ensure that there shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, race, religion, color, creed, national origin, ancestry, physical condition or age, in the performance of this Agreement and that CONSULTANT, Contractor, or any person claiming under or through the AGENCY shall not establish or permit any such practice or practices of discrimination or segregation.
- 14. **ALTERATION:** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- 15. <u>LICENSE AND CERTIFICATION</u>: CONSULTANT verifies upon execution of this Agreement, possession of a current and valid license in compliance with any Local, State, and Federal laws and regulations relative to the scope of services to be performed within this Agreement, and that services(s) will be performed by properly trained and licensed staff.
- 16. <u>CONFIDENTIALITY</u>: CONSULTANT shall observe all Federal, State and AGENCY regulations concerning confidentiality of records. CONSULTANT shall refer all requests for information to AGENCY.
- assembled or compiled by CONSULTANT under this Agreement shall become the property of the AGENCY upon creation. The AGENCY reserves the right to authorize others to use or reproduce such materials. Therefore, such materials shall not be circulated in whole or in part, nor released to the public, without the direct authorization of the AGENCY Director or an

authorized designee.

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

- 19. **WAIVER:** Any waiver by AGENCY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the AGENCY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping AGENCY from enforcement hereof.
- 20. **SEVERABILITY:** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 21. **ENTIRE AGREEMENT**: This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.
- 22. **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:

Redevelopment Agency for the County of Riverside
PO Box 1180

Riverside, CA 92501 Attn: Erik Sydow Albert A. Webb Associates 3788 McCray Street Riverside, CA 92501 Attn: Scott Hildebrandt

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

IN WITNESS WHEREOF, the parties hereto have caused their duly representatives to

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execute this Agreement.

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REDEVELOPMENT AGENCY FOR

THE COUNTY OF RIVERSIDE

**ALBERT A. WEBB ASSOCIATES** 

Vice President

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APPROVED AS TO FORM:

Chairman, Board of Directors

PAMELA J. WALLS **County Counsel** 

ATTEST:

KECIA HARPER-IHEM Clerk of the Board

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### **EXHIBIT "A"**

### Scope of Work Option 2 With Parcel Merger and Lot Line Adjustment

#### Phase 1 - Preliminary Design

#### A. Conceptual Stage

#### 1. Base Mapping Including Aerial Topography and Boundary Survey and Lot Lines

- Provide a contour and topography base map based on aerial photography that extends at least 250 feet beyond the Project boundaries.
- Prepare a site boundary map.
- Provide topographic survey for 25' minimum interval street cross sections, and as needed for any other critical tie-in locations, elevations, and private property tie-ins.

#### 2. Utility Research and Base Map

- Coordinate with the appropriate public and private utilities to determine the location of existing and proposed utility lines and easements, transformer and meter locations, and fixture schedules.
- Coordination efforts shall include all future design of new utilities, utility relocation, and shall include scheduling any necessary relocation for the Redevelopment Agency on the County of Riverside's ("Agency") behalf so as not to cause construction delays.

#### 3. Development of Overall Site Master Plan

- Assist KTGY Group with the development of the overall site master plan.
- Coordinate with RDA and KTGY to finalize the site master plan.

#### 4. Development of Conceptual WQMP Master Plan

Prepare conceptual WQMP Master Plan for the entire site.

#### 5. Development of Conceptual Backbone Infrastructure Master Plan

 Prepare conceptual backbone infrastructure master plan for street, storm drain, and wet utilities.

#### 6. Preparation of Traffic Study

- Prepare Traffic Impact Analysis in accordance with County requirements.
- Determine project trip generation, trip distribution, study area, intersections to study, roadway links to analyze, background traffic assumptions, and other related projects for cumulative analysis.

Traffic Studies will analyze the following scenarios:

**Existing conditions** 

Existing + ambient + project

Existing + ambient + cumulative

Existing + ambient + cumulative + project

- Prepare the traffic study scoping agreements and solicit input and approval from the County of Riverside.
- Base Traffic Estimate Provide existing traffic conditions for the study intersections.
   Manually count existing peak hour counts for the intersections (assume 12 intersections) in accordance with County requirements. The analysis period is based on the peaking characteristics of roadway network and development. The typical analysis period for the development is weekday AM and PM peak hours. Evaluate all of the information to create the most accurate base traffic estimate. Obtain traffic control, intersection geometrics, and lane configurations.
- Analyze existing condition scenario: Determine Level of Service (LOS) and capacity of the study area intersections (total of 12 intersections) and roadway links for the existing traffic conditions.
- Analyze project completion scenario: Traffic conditions prior to the time that the
  proposed development is completed will be estimated by increasing the existing
  traffic counts by an appropriate growth rate projected to the year that the project is

- estimated to be completed. Traffic generated by the proposed project will then be added, and the impacts on the circulation system will be analyzed.
- Analyze cumulative scenario: Traffic generated by other related projects in the study
  area will be identified and added to the project completion. This will also include
  projects that are proposed and are in the review process, but not yet fully approved.
- Recommend intersection and roadway improvements to maintain acceptable Level of Service for all scenarios individually.
- Our scope of services do not include General Plan Build-out scenario that may be required by the County of Riverside.

# 7. Obtain a Will Serve Letter from the Rubidoux Community Services District (RCSD) for Master Plan

- Prepare and submit a letter requesting water and sewer services to the RCSD.
- Provide coordination with the RCSD to obtain a Will Serve letter.

#### 8. Prepare Conceptual Mission Boulevard Reconstruction Alternatives

- Prepare conceptual Mission Boulevard street, median, landscaping, striping, and traffic signal reconstruction alternatives (2).
- Provide coordination with the Riverside County Transportation Department for approval of conceptual alternatives.

#### 9. Prepare Master Project Schedule

 Prepare master project schedule that includes demolition time frame, conceptual stage, environmental document preparation stage, design development/plot plan stage, final design/construction document preparation stage, and bidding and& construction phase.

#### 10. Project Management and Coordination of Conceptual phase

 Provide coordination and attend meetings as necessary in connection with the following agencies and departments:

County of Riverside Redevelopment Agency (RDA)

County of Riverside Transportation Department (Transportation)

County of Riverside Planning Department (Planning)

County of Riverside Fire Department (Fire)

County of Riverside Building & Safety Department (B&S)

Riverside County Flood Control and Water Conservation District (RCFC&WCD).

Rubidoux Community Services District (RCSD)

California State Water Quality Control Board

And other consultants

#### **B. Design Development/Plot Plan Stage**

#### 1. Preparation of Plot Plan for Commercial Site

- Utilizing the site plan provided by the site Architect in AutoCAD format, prepare a
   Plot Plan exhibit which will include the following information:
  - Names, addresses, and phone numbers of owner, applicant, and representative.
  - Project identification, such as assessor parcel number, street address, legal description, vicinity map.
  - Project boundary, dimensions, gross and net acreages.
  - Project site and surrounding properties, existing and proposed zoning, and land uses.
  - o Identify utility purveyors, school district, and community service districts.
  - Locate and identify existing public utility easements, transmission lines,
     power and telephone poles, underground utilities; existing and proposed

streets and right-of-ways, grades, and centerlines; easements of record; legal access to property.

- Typical street cross-sections.
- Show existing topography.
- Preliminary grading, including cut and fill slopes; preliminary earthwork estimate.
- o Preliminary spot elevations.
- o Preliminary drainage plan.
- Location and dimensions of proposed and existing fencing, gates, walls, turnout, turnaround, curb, drainage structures, above and below ground structures, etc.
- Location and dimensions of proposed parking, parking spaces, loading and unloading, handicapped, and compact parking spaces.
- Location and dimensions of existing and proposed ingress and egress and methods of vehicular circulation.
- Location and dimensions of any existing and proposed buildings, structures, etc.
- Identify landscaped areas.
- Locate and identify amount of flammable/combustible liquids, and waste oil,
   above and below ground.
- Type of construction and occupancy classification per UBC.

# 2. Preparation of General Plan Amendment (GPA) and Change of Zone (COZ) Application Packages

#### **General Plan Amendment (GPA)**

- Preparation of General Plan Amendment (GPA) application;
- Preparation of General Plan Amendment (GPA) exhibit;
- Submittal of General Plan Amendment (GPA) application;

- Attend Planning Commission hearing on behalf of client for General Plan Initiation Process (GPIP);
- Attend Board of Supervisors hearing on behalf of client for General Plan Initiation Process (GPIP);
- Attend Planning Commission hearing on behalf of client for General Plan
   Amendment application (GPA);
- Attend Board of Supervisors hearing on behalf of client for General Plan Amendment application (GPA);
- Coordination and meetings with Riverside County Staff through review and processing of General Plan Initiation Process (GPIP) and General Plan Amendment (GPA) application;
- Coordination with client through review and processing of General Plan Initiation
   Process (GPIP) and General Plan Amendment (GPA) application;

#### Change of Zone (COZ)

- Preparation of Change of Zone (CZ) application;
- Preparation of Change of Zone (CZ) exhibit;
- Submittal of Change of Zone (CZ) application;
- Attend Planning Commission hearing on behalf of client for Change of Zone application;
- Attend Board of Supervisors hearing on behalf of client for Change of Zone application;
- Coordination and meetings with Riverside County Staff through review and processing of Change of Zone (CZ) application;
- Coordination with client through review and processing of Change of Zone (CZ) application;
- Preparation and processing of Final Zoning Map

#### 3. Preparation of Preliminary Mass Grading Plan

- Prepare mass grading plans for the entire site.
- Prepare estimate of site grading quantities and site balance calculations. Albert A.
   Webb Associates does not guarantee that the site will balance.
- Process mass grading plans through the County of Riverside and acquire approval for RDA to obtain a grading permit.

#### 4. Preparation of Demolition Plan for the Overall Site

 Prepare demolition plan for the overall site (Not including Hazardous Materials Surveys).

#### 5. Preparation of Geotechnical Report for the Overall Site

- Perform 16 exploratory borings and cone penetration soundings.
- Perform geological evaluation of the site that will include a review of aerial photographs and pertinent data to determine if any geological hazards, such as faulting, exists at the site.
- Develop information for design, including site acceleration, liquefaction evaluation, and parameters for determination of seismic settlement.
- Perform laboratory testing to determine optimum moisture maximum density of sub-soil sampled.
- Perform test to determine the consolidation characteristics and shear strength of representative samples.
- Perform grain size analysis to determine the liquefaction potential of the subsurface soils.
- Prepare report that contains information on the subsurface characteristics of the soils at the entire site with respect to building support, any seismic hazards and their effect on the proposed development, information on seismic acceleration which can be expected at the site, information to remediate subsurface soils, information

concerning the potential of liquefaction and the amount of seismic settlement and dry sand settlement which can be expected at the site.

#### 6. Preparation of Preliminary Hydrology/Hydraulics report

- Prepare preliminary hydrology analysis to determine project runoff volumes for the developed conditions.
- Provide review/analysis of existing storm drain facilities to determine adequacy to accept project runoff.

#### 7. Preparation of Preliminary WQMP

- Prepare a Preliminary Water Quality Management Plan for the entire site.
- Prepare Preliminary WQMP Best Management Practices (BMPs) to include design,
   placement and calculations.
- Prepare Preliminary WQMP drawings to show installation information.
- Process Preliminary WQMP through local agencies for review and approval.

#### 8. Preparation of Environmental Compliance Documents

With respect to compliance with the California Environmental Quality Act (CEQA), WEBB proposes to prepare an Initial Study (IS) and Mitigated Negative Declaration (MND) for the proposed project. The IS, which will be informed by the technical studies discussed in the preceding paragraphs the geotechnical and soils report, the hydrology report, and the Phase I ESA and biological resources assessment provided by the Agency, will contain a rigorous analysis of the potential impacts associated with the proposed Mission Plaza Project. To comply with CEQA, WEBB will:

- Participate in a kick-off meeting with EDA to initiate the CEQA process
- Prepare a project description for review and approval by the project team and
   Agency prior to preparation of the Initial Study checklist.

- Prepare an IS per Section 15063 of the State CEQA Guidelines utilizing the County's
  Initial Study checklist with sufficient detail to make a determination as to whether
  impacts resulting from the proposed project are less than significant or less than
  significant with mitigation, in which case an MND may be prepared. The IS will
  include maps and graphics as appropriate. Up to five copies of the screencheck IS
  will be produced and submitted to the Agency for review and comment.
- Incorporate one round of revisions based on staff comments on the screencheck IS and prepare the public review IS/MND document.
- Print and comb bind up to 20 hard copies of the IS/MND with technical appendices
  on CD. These copies will be distributed as follows: 15 to State Clearinghouse, one to
  the Rubidoux Library, four to the Agency.
- Prepare the Notice of Completion and Environmental Document Transmittal.
- Distribute the IS/MND for a 30-day public review period per Section 15073 of the State CEQA Guidelines. The IS/MND will be distributed to agencies on the distribution list in CD format. Notices will be mailed to up to 50 agencies and property owners.
- Prepare responses to comments received during the public review period.
- Prepare the Mitigation Monitoring and Reporting Program (MMRP) per Section
   15097 of the State CEQA Guidelines.
- Prepare (on the Agency's behalf), all legal notices, including the Notice of Intent to
   Adopt a Mitigated Negative Declaration, and the Notice of Determination.
- Distribute and post the CEQA notices.
- Provide the County with up to 10 copies of the Final IS/MND with the response to comments, and MMRP attached and technical appendices on CD.

#### 9. Preparation of Environmental Compliance Technical Studies

#### Air Quality and Green House Gas Analysis

 Prepare air quality analysis report to include estimated change in air quality emissions from the existing land use plan to the proposed land use plan. • Prepare green house gas analysis pursuant to the County's protocol.

#### **Acoustical Analysis**

 Prepare acoustical analysis to include an analysis of impacts to the project's adjacent land uses.

#### **Archeological Study**

- Conduct a historical/archaeological resources records search that encompasses the project area at the Eastern Information Center (EIC) located on the campus of the University of California, Riverside.
- Conduct general historical background research using archival materials and early maps to determine historic land uses and development trends of the project area and vicinity.
- Conduct a field survey of the project area following standard professional archaeological procedures.
- Field record any artifacts, features, sites or structures greater than 45 years of age.
- Conduct site-specific historical studies, including archival research, interviews, and consultations, as warranted, to determine past land uses and building histories and owners and to explore historical associations.
- Complete standard site records (DPR 523 forms) on any resources that merit formal recordation under guidelines set forth by the California State Office of Historic Preservation and submit them to the EIC.
- Prepare final report that identifies all potential cultural resources within the project area, discussed their integrity and historical significance, evaluates the buildings for historical significance, and recommends subsequent courses of action regarding such resources, if necessary.

#### 10. Preparation of Parcel Merger and Lot line Adjustment (LLA)

- Preparation of Lot Line Adjustment (LLA) application;
- Preparation of Lot Line Adjustment (LLA) exhibit;
- Submittal of Lot Line Adjustment (LLA) application;
- Coordination and meetings with Riverside County Staff through review and processing of Lot Line Adjustment (LLA) application;
- Coordination with client through review and processing of Lot Line Adjustment (LLA)
  application;

#### 11. Conduct Underground Utility Pothole Investigation

- Perform underground utility pothole investigation for 10 locations to determine utility type, direction, material, and dimensions.
- Establish survey reference marks and elevations of ground surface area adjacent to pothole location.
- Prepare potholing plans with utility depths and for connections to necessary facilities and submit plans to all potentially affected utilities for their review and modification.

#### 12. Assist EDA in processing the Plot Plan and LLA through Entitlement

Assist EDA in processing the Plot Plan and LLA through Entitlement.

#### 13. Preparation of Preliminary Cost Estimates

Prepare preliminary cost estimates.

#### 14. Maintenance Master Project Schedule

 Maintain Master Project Schedule that includes conceptual stage, environment document preparation stage, design development/plot plan stage, final design/construction document preparation stage, and bidding and construction phase.

#### 15. Project Management and Coordination of Design Development/Plot Plan Phase

 Provide coordination and attend meetings as necessary in connection with following agencies and departments:

County of Riverside Redevelopment Agency (RDA)

County of Riverside Transportation Department (Trans)

County of Riverside Planning Department (Planning)

County of Riverside Fire Department (Fire)

County of Riverside Building & Safety Department (B&S)

Riverside County Flood Control and Water Conservation District (RCFC&WCD).

Rubidoux Community Services District (RCSD)

California State Water Quality Control Board

And other consultants

#### Phase 2 – Construction Documents

#### 1. Finalization of Mass Grading Plan for Site balance

- Finalize mass grading plans for the entire site.
- Update estimate of site grading quantities and site balance calculations. Albert A.
   Webb Associates does not guarantee that the site will balance.

#### 2. Preparation of Precise Grading Plan for the Commercial Site

- Prepare a detailed site grading plan including horizontal and vertical control for building finish floor(s), curbs, gutters, parking areas, and driveways.
- Prepare estimate of grading quantities and site balance calculations based on factors contained in the Project's Preliminary Soils Report.
- Coordinate design with RDA, site architect, and design team members.
- Process plans through local agencies for review and approval in order for RDA to obtain a grading permit.

#### 3. Preparation of Off-Site Street, Strom Drain, Traffic Signal, and Signing & Striping Plans

#### **Street Improvement Plans**

- Prepare street improvement plans for Mission Boulevard, Riverview Drive, Tilton Avenue, and the connector street from the commercial site through future residential site.
- Mission Boulevard median modification (excludes landscape).

#### **Storm Drain Improvement Plans**

• Prepare off-site storm drain improvement plans.

#### **Traffic Signal Plans**

Prepare traffic signal modification plans for Mission Boulevard and Avalon
 Street/Project Driveway intersection.

#### **Signing and Striping Plans**

Prepare signing and striping plans for Mission Boulevard, Riverview Drive, Tilton
 Avenue, and the connector street.

#### 4. Preparation of On-Site Wet Utility Plans

- Coordinate with RDA, architect, and design team to determine required flow rates and points of connection (POC) for domestic water service, irrigation water service, and waste disposal laterals.
- Provide one unified on-site utility plan for the private water services from public POC to within five feet (5') of the building and for the sanitary sewer laterals from public POC to within five feet (5') of the building.
- Process plans through local agencies for review and approval.

#### 5. Preparation of On-Site Dry Utility Plans

- Prepare On-Site Dry Utility Plans.
- Obtain approval on all dry utilities from all utility purveyors including, but not limited to, Southern California Edison and Southern California Gas Company.

#### 6. Coordination of any Utility Relocations

Provide coordination with the utility providers for the relocation.

#### 7. Preparation of Final Hydrology/Hydraulic Report

- Prepare on-site hydrology calculations for determination of on-site flow rates for utilization in preparation of storm drain plans.
- Prepare hydraulic calculations for the sizing and design of storm drain lines and the water quality facilities.
- Process drainage study through RCFCD and other County Departments.

#### 8. Preparation of Final WQMP (F-WQMP)

- Prepare a Final Water Quality Management Plan (F-WQMP) Report for the entire site.
- Prepare F-WQMP Best Management Practices (BMPs) to include design, placement and calculations.
- Prepare F-WQMP drawings to show installation information.
- Process F-WQMP through local agencies for review and approval.

#### 9. Preparation of SWPPP

 Prepare and submit Notice of Intent (NOI) to the California State Water Quality Control Board.

- Prepare Storm Water Pollution Prevention Plan (SWPPP) and Report, and file application per NPDES requirements.
- Request Notice of Receipt and WDID number assigned to the project by the California State Water Quality Control Board.
- Prepare Erosion Control Plan to include erosion control measures as identified in the SWPPP.

#### 10. Preparation of Parcel Merger and LLA

- Prepare grant deeds for each parcel of the Parcel Mergers for relocation.
- Prepare grant deeds for each parcel of LLA for recordation.

#### 11. Preparation of Final Easement Documents

• Prepare easement documents (Maximum of Five).

#### 12. Preparation of Final Cost Estimates

Prepare cost estimates for the improvements at 50%, 90%, and final submittals.

#### 13. Preparation of Bid Specifications

Prepare preliminary and final bid specifications.

#### 14. Maintenance of Master Project Schedule

 Maintain Master Project Schedule that includes conceptual stage, environment document preparation stage, design development/plot plan stage, final design/construction document preparation stage, and bidding and construction phase.

#### 15. Project Management and Coordination of the Construction Document Phase

 Provide coordination and attend meetings as necessary in connection with following agencies and departments:

County of Riverside Redevelopment Agency (RDA)

County of Riverside Transportation Department (Trans)

County of Riverside Planning Department (Planning)

County of Riverside Fire Department (Fire)

County of Riverside Building & Safety Department (B&S)

Riverside County Flood Control and Water Conservation District (RCFC&WCD).

Rubidoux Community Services District (RCSD)

California State Water Quality Control Board

And other consultants

#### Phase 3 – Bidding and Construction Phase

#### 1. Provide Bid Support Services

- Coordinate to have bid notices inviting bid advertised and posted.
- Prepare bid package. Conduct pre-bid meeting. Responses to bidder's questions and prepare addenda.
- Attend bid opening and evaluate bid per contract law. Evaluate bid results.
- During the bidding process, respond to calls from contractors and other interested parties and answer questions if appropriate or solicit answers to the inquiries from some other party, such as the design consultants.
- Prepare Addendums: Any interpretation or correction of the proposed bid documents shall be made only by written addendum. Addendums are mailed, faxed, or delivered to all parties, which have the original bid package and shall be added to bid packages that are yet to be distributed. Webb obtains written confirmation from all bid package holders that said addendum was received prior to the bid opening. We issue addenda to bid documents in a timely manner.

Conduct Underground Utility Pothole Investigate Assist EDA in processing the Plot Plan and TPM/LLA through Entitlement Preparation of Preliminary Cost Estimates Maintenance Master Project Schedule Project Management and Coordination of Design Development/Plot Plar Reimbursable Subtotal Option 2: Design Development/	Preparation of Environmental Compliance Documents Preparation of Environmental Compliance Technical Studies Preparation of LIA and Parcel Merger Conduct Underground Utility Pothole Investigate	Preparation of GPA and COZ Application Packages Preparation of GPA and COZ Application Packages Preparation of Preliminary Mass Grading Plan Preparation of Demolition Plan for Overall Site Preparation of Geotechnical Report of Overall Site Preparation of Preliminary Hydrology/Hydraulics r Preparation of Preliminary WQMP	9 Prepare Master Project Schedule 10 Project Management and Coordination 11 Reimbursable  B. Design Development/Plot Plan Stage  B. Design Development/Plot Plan Stage	Phase 1 - Preliminary Design A. Conceptual Stage A. Conceptual Stage Base Mapping including Aerial T Utility Research and Base Map Development of Overall Site Ma Development of Overall WQMMP Development of Backbone Infra Preparation of Traffic Study Obtain Will Serve Letter from RC Prepare Mission Boulevard Reco		
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