



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

806B

FROM: General Manager-Chief Engineer

SUBMITTAL DATE: June 7, 2011

SUBJECT: Hemet MDP Line C, Stage 4 Project No. 4-0-00212-04 Consulting Services Agreement (FY 2010-11 – FY 2011-12)

RECOMMENDED MOTION:

- 1. Approve the Consulting Services Agreement between the District and Albert A. Webb Associates (Webb).
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.
3. Authorize the District's General Manager-Chief Engineer to extend the Agreement for an additional fiscal year.

BACKGROUND:

Continued on Page 2

CLC:bjp

Handwritten signature of Warren D. Williams

WARREN D. WILLIAMS General Manager-Chief Engineer

Table with 2 columns: FINANCIAL DATA and values. Includes Current F.Y. District Cost (\$41,000), Current F.Y. County Cost (N/A), Annual Net District Cost (\$302,932), In Current Year Budget (Yes), Budget Adjustment (No), For Fiscal Year (2010-11/2011-12).

SOURCE OF FUNDS: 524820 25140 947460 - Zone 4 Construction. Includes checkboxes for Positions To Be Deleted Per A-30 and Requires 4/5 Vote.

C.E.O. RECOMMENDATION:

APPROVE

BY: Michael R. Shetler Michael R. Shetler

County Executive Office Signature

- Policy, Consent checkboxes for Dept't Recomm. and Per Exec. Ofc.

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

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

Ayes: Buster, Stone, and Ashley
Nays: None
Absent: Tavaglione and Benoit
Date: June 7, 2011
xc: Flood

Kecia Harper-Ihem Clerk of the Board
By: [Signature] Deputy

Prev. Agn. Ref

District: 3rd ATTACHMENTS FILED WITH THE CLERK OF THE BOARD Agenda Number:

11.2

FOR ALL DOCUMENTS AFFRATED BY MAN M. CHAND, FINANCE DIRECTOR BY: [Signature] JEANNE REYHAWKINS

FOR APPROVED COUNTY COUNSEL BY: [Signature] NEAL R. KIPNIS DATE

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

**SUBJECT:** Hemet MDP Line C, Stage 4  
Project No. 4-0-00212-04  
Consulting Services Agreement (FY 2010-11 – FY 2011-12)

**SUBMITTAL DATE:** June 7, 2011

**Page 2**

**BACKGROUND:**

This Agreement sets forth the terms and conditions by which Webb shall perform consulting services for the Hemet MDP Line C, Stage 4 project.

County Counsel has approved the Agreement as to legal form, and Webb has executed the agreement.

Webb was selected for the consulting services through a competitive RFP process.

**FINANCIAL:**

Sufficient funding is available in the District's Zone 4 budget for FY 2010-2011 and will be included in the proposed budget for FY 2011-2012.

CONSULTING SERVICES AGREEMENT  
HEMET MDP LINE C, STAGE 4  
PROJECT NO. 4-0-00212-04

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION  
DISTRICT, hereinafter called "DISTRICT", and ALBERT A. WEBB ASSOCIATES  
hereinafter called "CONSULTANT", hereby agree as follows:

1. PROJECT

CONSULTANT shall provide professional engineering services for DISTRICT'S Hemet  
MDP Line C, Stage 4 project (Project No. 4-0-00212-04), hereinafter called "PROJECT",  
as further described in CONSULTANT'S "Scope of Engineering Services" attached hereto  
as Attachment "A" and made a part hereof.

2. SCOPE OF SERVICES

DISTRICT hereby retains CONSULTANT, as an independent contractor, to perform all  
technical and professional services including but not limited to expertise, labor, material,  
equipment, transportation, supervision, and other incidental services to fully and  
adequately perform and complete in a skillful and professional manner those engineering  
services as set forth in Attachment "A"; and CONSULTANT agrees to perform said  
services within the time limits specified herein.

By entering into this Agreement, CONSULTANT assumes responsible charge of the work  
as applicable pursuant to Section 6703 of Professional Engineers Act; Chapter 7  
(commencing with Section 6700) of Division 3 of the Business and Professions Code, and  
shall be wholly responsible for the completeness and accuracy of all data, plans,  
specifications and estimates prepared pursuant to this Agreement, and shall check all such  
material accordingly.

1 3. TIME FOR PERFORMANCE

2 CONSULTANT agrees that it will diligently and responsibly pursue the performance of  
3 work and services in accordance with the Project Schedule attached hereto as Attachment  
4 "C" and made a part hereof.

5 CONSULTANT shall not commence performance of any work or services, for any reason  
6 whatsoever, until DISTRICT has provided CONSULTANT with a written Notice to  
7 Proceed authorizing CONSULTANT to initiate work pursuant to this Agreement. The  
8 term of this Agreement shall start on the date the Agreement is executed by DISTRICT'S  
9 Board of Supervisors, and end on June 30, 2012 with an option for one (1) additional one-  
10 year extension. Prior to the termination date of this Agreement, this Agreement may be  
11 extended for an additional fiscal year by mutual written consent of DISTRICT and  
12 CONSULTANT. No payment will be made for any work or services performed prior to  
13 issuance of said Notice to Proceed.  
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15 4. ENGINEERING SERVICES

16 A. Description of Services

17  
18 Engineering services to be performed by CONSULTANT shall consist of (i) Design  
19 Services, including but not limited to preparation of PROJECT plans, bid items,  
20 material quantities, engineer's cost estimate, and specifications necessary to  
21 accomplish construction of PROJECT pursuant to a DISTRICT administered public  
22 works construction contract; and (ii) Special Services, certain ancillary tasks  
23 including but not limited to hydrology and hydraulic analysis, structural design,  
24 utility coordination, traffic control plan, Storm Water Pollution Prevention Plan and  
25 environmental information package as described in Attachment "A".  
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1           B.   Design Criteria and Standards

2           All work shall be performed in accordance with DISTRICT standards and any  
3           special criteria established by DISTRICT for PROJECT. All deliverables prepared  
4           by CONSULTANT pursuant to this Agreement shall be prepared in accordance  
5           with current DISTRICT practices, regulations, policies, procedures, manuals and  
6           standards. Where applicable, those portions of the work dealing with the redesign  
7           and relocation of utilities shall conform to the utility owner's standards. All  
8           deliverables shall be subject to review and approval by DISTRICT and the utility  
9           owner(s), as applicable.

10           Services provided by CONSULTANT under this Agreement shall be performed in a  
11           manner consistent with that degree of care and skill ordinarily exercised by  
12           members of the same profession currently practicing under similar circumstances.

13           C.   Control Surveys and Topographic Mapping

14           Unless otherwise specified herein, DISTRICT shall provide primary survey control  
15           monuments including both horizontal (California Coordinate System) and vertical  
16           control positions and shall perform all right of way surveys and right of way  
17           engineering necessary to construct PROJECT.  
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19           

20           D.   Identification/Location of Utilities

21           DISTRICT shall contact known utility providers, request information on the  
22           existence of utilities in the vicinity of PROJECT and provide CONSULTANT with  
23           any available preliminary information it may obtain concerning the existence of  
24           existing above and below ground utilities that may affect PROJECT'S design and  
25           construction.  
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1 CONSULTANT shall gather any additional information necessary to make a final  
2 determination concerning the location of all utilities that may affect, or be affected  
3 by, construction of PROJECT; and, on the basis of information and documents of  
4 record provided to CONSULTANT, properly show, identify and describe the  
5 disposition of all utilities that may affect, or be affected by, construction of  
6 PROJECT on the preliminary and final plans.

7 E. Utility Relocations

8 CONSULTANT shall prepare utility relocation plans as defined in Attachment "A"  
9 for utilities that need to be relocated. DISTRICT shall be responsible for  
10 accomplishing all utility relocations.  
11

12 F. Geotechnical Investigations and Analyses

13 CONSULTANT shall:

- 14 (1) Determine the appropriate types of soil investigations necessary to  
15 prepare PROJECT design including locations of any required soil  
16 borings. Said geotechnical investigations shall be accomplished during  
17 the preparation of the preliminary design report and the 30% design  
18 plans; and  
19  
20 (2) Conduct geotechnical investigations and perform analyses as necessary  
21 to determine the adequacy of PROJECT'S geotechnical design  
22 parameters including but not limited to determination of appropriate  
23 bedding material, subdrainage requirements, and conditions which may  
24 be encountered in excavation and maintaining open cuts in accordance  
25 with State safety regulations and requirements during PROJECT  
26 construction.  
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1 G. Design Discharges

2 Except as otherwise provided in Attachment "A", DISTRICT shall provide  
3 CONSULTANT with the design discharges for the mainline system of the  
4 PROJECT.

5 CONSULTANT shall verify design discharges and provide updated mainline and  
6 catch basin hydrology, as necessary, to determine peak design discharges for  
7 PROJECT.

8 H. Project Rights of Way

9 To the extent practicable and feasible, CONSULTANT shall design PROJECT to fit  
10 within the limits of existing publicly owned rights of way. Where improvements  
11 must extend outside of existing publicly owned rights of way, or where temporary  
12 construction easements are required, CONSULTANT shall delineate on PROJECT  
13 plans, or a separately prepared map, CONSULTANT'S recommended right of way  
14 requirements.

15 Except as otherwise provided in Attachment "A", DISTRICT shall prepare and file  
16 all property surveys and record maps and accomplish all right of way negotiations  
17 and acquisitions.  
18

19 I. Approval of Plans and Specifications

20 Following DISTRICT'S written approval of PROJECT'S preliminary design report,  
21 CONSULTANT shall prepare the final plans and specifications, including a final  
22 construction cost estimate and shall submit two (2) complete sets of final plans and  
23 specifications to DISTRICT for review and approval.  
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1 At the time the final plans and specifications are approved by DISTRICT,  
2 CONSULTANT shall sign and stamp specifications, digital copies and all original  
3 mylar sheets and transfer all PROJECT documentation to DISTRICT.

4 J. Quality Control

5 CONSULTANT shall implement and maintain quality control procedures  
6 throughout all phases of PROJECT plan preparation. CONSULTANT shall  
7 demonstrate appropriate quality control procedures during the entire time services  
8 are being performed under this Agreement. All PROJECT plans, calculations and  
9 documentation shall be independently checked, corrected and back-checked, and all  
10 pertinent job related correspondence and memoranda shall be bound in appropriate  
11 job files. Evidence that the quality control plan is functional shall be provided to  
12 DISTRICT. All plans, calculations, documents and other items submitted to  
13 DISTRICT for review shall be initialed by CONSULTANT'S project manager, or  
14 his designee, as being fully checked and that the preparation of the material  
15 followed the quality control plan established for the work.  
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18 K. Reproduction

19 DISTRICT shall be responsible for all document reproduction necessary to advertise  
20 PROJECT for bids and administer PROJECT construction. CONSULTANT shall  
21 be responsible for all document reproduction necessary to prepare PROJECT  
22 submittals for DISTRICT review and approval and any other document  
23 reproduction necessary to prosecute the work pursuant to this Agreement or to assist  
24 utility companies and/or other public agencies with their review of PROJECT.  
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1 5. BIDDING AND CONSTRUCTION PERIODS

2 Upon DISTRICT'S approval of final plans and specifications, and providing sufficient  
3 funds are available, DISTRICT will undertake the timely advertisement of PROJECT for  
4 competitive bids and subsequent award of a public works construction contract.

5 DISTRICT shall be solely responsible for responding to all inquiries from prospective  
6 bidders during the bidding period. CONSULTANT shall refer any PROJECT bid  
7 inquiries to DISTRICT for response. Additionally, DISTRICT shall be solely responsible  
8 for conducting any PROJECT pre-construction meetings and answering all questions that  
9 may be raised therein, except as defined in Attachment "A" and requested by DISTRICT  
10 in writing.

11 During the PROJECT bidding and construction periods, CONSULTANT shall provide  
12 office and field assistance as deemed necessary and requested by DISTRICT to  
13 accomplish PROJECT bidding and construction, including but not limited to attending  
14 PROJECT pre-construction meetings, instances where a conflict or lack of clarity may be  
15 present in the PROJECT plans, or where conditions encountered during PROJECT  
16 construction are different from those shown or indicated on the plans. DISTRICT shall be  
17 solely responsible for PROJECT contract administration, review of shop drawings,  
18 construction surveys and inspection.

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21 6. COMPENSATION AND PAYMENT

22 CONSULTANT'S compensation and payment shall be for actual services satisfactorily  
23 provided, under this Agreement and any extension thereof, in an amount not to exceed  
24 three hundred and two thousand nine hundred thirty-two dollars (\$302,932). All billings  
25 shall be in accordance with Attachment "A", and "Payment Schedule", attached hereto as  
26 Attachment "B" and made a part hereof. CONSULTANT shall invoice DISTRICT for  
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1 tasks and deliverables as shown on Attachment "B" based on a not to exceed for each  
2 deliverable upon delivery or performance of said items. The DISTRICT shall withhold 10  
3 percent (10%) on each deliverable in accordance with Attachment "B".

4 Upon satisfactory performance of the services as set forth herein, DISTRICT shall make  
5 payment to CONSULTANT within thirty (30) days after receipt of appropriate invoice(s)  
6 from CONSULTANT. CONSULTANT shall keep employee and expense records  
7 according to customary accounting methods and such records shall, upon request, be made  
8 available for inspection by DISTRICT to verify CONSULTANT'S invoices. All invoices  
9 shall itemize charges to conform to the item(s) of work as set forth in the "Scope of  
10 Engineering Services" and "Payment Schedule".  
11

12 Attached with CONSULTANT'S invoice, CONSULTANT shall submit a Progress Report  
13 indicating the project status in relation to the approved Project Schedule and, as  
14 DISTRICT deems necessary, an updated Project Schedule for review and approval.  
15 Failure to submit the Progress Report or updated Project Schedule shall be cause for  
16 DISTRICT to withhold payment of CONSULTANT'S invoice.  
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18 The retention payment shall not be due and payable until the DISTRICT'S General  
19 Manager – Chief Engineer has approved and signed the original mylars for the  
20 construction drawings. The DISTRICT, after the original mylars have been signed by the  
21 DISTRICT'S General Manager – Chief Engineer, shall make the final retention payment  
22 to CONSULTANT within thirty (30) days after receipt of appropriate invoice from  
23 CONSULTANT.  
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25 7. SUBCONTRACTING

26 CONSULTANT may, at CONSULTANT'S own expense, employ special consultants to  
27 accomplish the work covered by this Agreement; however, except as specifically provided  
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1 in Attachment "A" or as expressly identified in this Agreement, no portion of the services  
2 pertinent to this Agreement shall be subcontracted without prior written approval and  
3 authorization by the DISTRICT.

4 In the event CONSULTANT subcontracts any portion of CONSULTANT'S duties under  
5 this Agreement, CONSULTANT shall require its subcontractors to comply with the terms  
6 of this Agreement in the same manner as required of CONSULTANT. The fact that  
7 CONSULTANT employs special consultants not in his regular employ shall not relieve  
8 CONSULTANT of any responsibility regarding the adequacy of the special consultant's  
9 designs or other work performed pursuant to this Agreement.  
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11 8. TERMINATION

12 At any time during the term of this Agreement, DISTRICT may:

- 13 A. Terminate this Agreement without cause upon providing CONSULTANT thirty  
14 (30) days written notice stating the extent and effective date of termination; or  
15 B. Upon five (5) days written notice, terminate this Agreement for CONSULTANT  
16 default, if CONSULTANT refuses or fails to comply with the provisions of this  
17 Agreement or fails to make progress so as to endanger performance and does not  
18 cure such failure within a reasonable period of time. In the event of such  
19 termination, the DISTRICT may proceed with the work in any manner deemed  
20 proper to DISTRICT.  
21

22 In the event DISTRICT issues a Notice of Termination, CONSULTANT shall (i) stop all  
23 work under this Agreement on the date specified in the Notice of Termination; and (ii)  
24 transfer to DISTRICT and deliver in the manner, and to the extent, if any, as directed by  
25 DISTRICT, any equipment, data or reports which, if the Agreement had been completed,  
26 would have been required to be furnished to DISTRICT.  
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1 In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for  
2 all services performed in accordance with this Agreement to the date of termination, a  
3 total amount which bears the same ratio to the total maximum fee otherwise payable  
4 under this Agreement as the services actually bear to the total services necessary for  
5 performance of this Agreement. Notwithstanding any of the other provisions of this  
6 Agreement, CONSULTANT'S rights under this Agreement shall terminate (except for  
7 fees accrued prior to the date of termination) upon dishonesty, or a willful or material  
8 breach of this Agreement by CONSULTANT, or in the event of CONSULTANT'S  
9 unwillingness or inability for any reason whatsoever to perform the duties hereunder, or  
10 if the Agreement is terminated pursuant to Section 25, hereinafter titled NON-  
11 DISCRIMINATION. In such event, CONSULTANT shall not be entitled to any further  
12 compensation under this Agreement. The rights and remedies of DISTRICT provided in  
13 this section shall not be exclusive and are in addition to any other rights and remedies  
14 provided by law or under this Agreement.  
15

16  
17 9. LICENSES

18 At all times while performing services under this Agreement, CONSULTANT, its  
19 employees, agents, contractors and subcontractors shall maintain professional licenses as  
20 required by the laws of the State of California, including but not limited to Chapter 7 of  
21 the Business and Professions Code (Professional Engineers Act).

22 10. PERMITS AND RIGHTS OF ENTRY

23 DISTRICT shall obtain all rights of entry as may be required to perform the proposed  
24 services within and upon privately-owned property. All permits and rights of entry as  
25 may be required from any and all affected public entities shall be obtained by  
26 CONSULTANT. Sufficient evidence of having obtained such permits and/or rights of  
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1 entry shall be furnished to DISTRICT by CONSULTANT prior to initiation of any work  
 2 occurring within public rights of way. CONSULTANT shall prosecute the work in such a  
 3 manner as to minimize public inconvenience and possible hazard, and shall restore the  
 4 streets and other work areas to their original condition and former usefulness as soon as  
 5 practicable. CONSULTANT shall be responsible for the protection of public and private  
 6 property adjacent to the work and shall exercise due caution to avoid damage to such  
 7 property.

8  
 9 11. INDEPENDENT CONTRACTOR

10 CONSULTANT and the agents and employees of CONSULTANT, shall act at all times  
 11 in an independent capacity during the term of this Agreement and in the performance of  
 12 the services to be rendered hereunder and shall not act as or shall not be and shall not in  
 13 any manner be considered to be employees or agents of DISTRICT.

14 12. INSURANCE

15 *CONSULTANT shall not commence operations until DISTRICT has been furnished with*  
 16 *original certificate(s) of insurance and original certified copies of endorsements or*  
 17 *policies of insurance including all endorsements and any and all other attachments as*  
 18 *required in this Section.*

19  
 20 Without limiting or diminishing CONSULTANT'S obligation to indemnify or hold  
 21 DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be  
 22 maintained, at its sole cost and expense, the following insurance coverages throughout the  
 23 term of this Agreement:

24  
 25 A. Workers' Compensation

26 If CONSULTANT has employees as defined by the State of California, CONSULTANT  
 27 shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws  
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1 of the State of California. Policy shall include Employer's Liability (Coverage B)  
2 including Occupational Disease with limits not less than \$1,000,000 per person per  
3 accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT, and, if  
4 applicable, to provide a Borrowed Servant/Alternate Employer endorsement.

5 B. Commercial General Liability

6 Commercial General Liability insurance coverage, including but not limited to, premises  
7 liability, contractual liability, completed operations, personal and advertising injury  
8 covering claims which may arise from or out of CONSULTANT'S performance of its  
9 obligations hereunder. Policy shall name the Riverside County Flood Control and Water  
10 Conservation District, the County of Riverside, special districts, their respective directors,  
11 officers, Board of Supervisors, elected officials, employees, agents or representatives as  
12 additional insureds. Policy's limit of liability shall not be less than \$1,000,000 per  
13 occurrence combined single limit. If such insurance contains a general aggregate limit, it  
14 shall apply separately to this Agreement or be no less than two (2) times the occurrence  
15 limit.  
16

17 C. Vehicle Liability

18 If vehicles or mobile equipment are used in the performance of the obligations under this  
19 Agreement, CONSULTANT shall maintain liability insurance for all owned, non-owned  
20 or hired vehicles in an amount not less than \$1,000,000 per occurrence combined single  
21 limit. If such insurance contains a general aggregate limit, it shall apply separately to this  
22 Agreement or be no less than two (2) times the occurrence limit. If CONSULTANT does  
23 not own vehicles, CONSULTANT shall maintain coverage for non-owned or hired  
24 vehicles in an amount not less than \$1,000,000 per occurrence combined single limit.  
25 Such non-owned or hired coverage may be included on the Commercial General Liability  
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1 policy. Policy shall name the Riverside County Flood Control and Water Conservation  
2 District, the County of Riverside, special districts, their respective directors, officers,  
3 Board of Supervisors, elected officials, employees, agents, or representatives as additional  
4 insureds.

5 D. Professional Liability

6 CONSULTANT shall maintain Professional Liability Insurance providing coverage for  
7 CONSULTANT'S performance of work included within this Agreement, with a limit of  
8 liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If  
9 CONSULTANT'S Professional Liability Insurance is written on a claims made basis  
10 rather than an occurrence basis, such insurance shall continue through the term of this  
11 Agreement and CONSULTANT shall purchase at its sole expense either 1) an Extended  
12 Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a  
13 new insurer with a date retroactive to the date of, or prior to, the inception of this  
14 Agreement; or, 3) demonstrate through Certificates of Insurance that CONSULTANT has  
15 maintained continuous coverage with the same or original insurer. Coverage provided  
16 under items; 1), 2) or 3) will continue as long as the law allows.  
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18 E. General Insurance Provisions – All Lines

- 19
- 20 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to  
21 the State of California and have an A.M. BEST rating of not less than an A: VIII (A:  
22 8) unless such requirements are waived, in writing, by the County Risk Manager. If  
23 the County's Risk Manager waives a requirement for a particular insurer such waiver  
24 is only valid for the specific insurer and only for one policy term.
- 25
- 26 b. CONSULTANT'S insurance carrier(s) must declare its insurance deductibles or self-  
27 insured retentions. If such deductibles or self-insured retentions exceed \$500,000  
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1 per occurrence such deductibles and/or retentions shall have the prior written  
2 consent of the County Risk Manager before the commencement of operations under  
3 this Agreement. Upon notification of deductibles or self-insured retentions which  
4 are deemed unacceptable to the DISTRICT, at the election of the County's Risk  
5 Manager, CONSULTANT'S carriers shall either; 1) reduce or eliminate such  
6 deductibles or self-insured retentions with respect to this Agreement with  
7 DISTRICT, or 2) procure a bond which guarantees payment of losses and related  
8 investigations, claims administration, defense costs and expenses.

- 9  
10 c. CONSULTANT shall cause their insurance carrier(s) to furnish DISTRICT 1) a  
11 properly executed original certificate(s) of insurance and original certified copies of  
12 endorsements effecting coverage as required herein; or, 2) if requested to do so  
13 orally or in writing by the County Risk Manager, provide original certified copies of  
14 policies including all endorsements and all attachments thereto, showing such  
15 insurance is in full force and effect. Further, said certificate(s) and policies of  
16 insurance shall contain the covenant that the insurance carrier(s) shall provide no  
17 less than thirty (30) days written notice be given to DISTRICT prior to any material  
18 modification or cancellation of such insurance. In the event of a material  
19 modification or cancellation of coverage, this Agreement shall terminate forthwith,  
20 unless DISTRICT receives, prior to such effective date, another properly executed  
21 original certificate of insurance and original copies of endorsements or original  
22 certified policies, including all endorsements and attachments thereto, evidencing  
23 coverages and the insurance required herein is in full force and effect. Individual(s)  
24 authorized by the insurance carrier to do so on its behalf shall sign the original  
25 endorsements for each policy and the certificate of insurance.  
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- 1 d. It is understood and agreed by the parties hereto and CONSULTANT'S insurance  
2 company(s), that the certificate(s) of insurance and policies shall so covenant and  
3 shall be construed as primary insurance, and DISTRICT'S insurance and/or  
4 deductibles and/or self-insured retentions or self-insured programs shall not be  
5 construed as contributory.
- 6 e. If, during the term of this Agreement or any extension thereof, there is a material  
7 change in the scope of services; or there is a material change in the equipment to be  
8 used in the performance of the scope of work which will add additional exposures  
9 (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement,  
10 including any extensions thereof, exceeds five (5) years, the County reserves the  
11 right to adjust the types of insurance required under this Agreement and the  
12 monetary limits of liability for insurance coverage's currently required herein, if, in  
13 the County Risk Manager's reasonable judgment, the amount or type of insurance  
14 carried by the CONSULTANT has become inadequate.
- 15 f. CONSULTANT shall pass down the insurance obligations contained herein to all  
16 tiers of subcontractors working under this Agreement.
- 17 g. The insurance requirements contained in this Agreement may be met with a  
18 program(s) of self-insurance acceptable to DISTRICT.
- 19 h. CONSULTANT agrees to notify DISTRICT of any claim by a third party or any  
20 incident or event that may give rise to a claim arising from the performance of this  
21 Agreement.  
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25 13. INDEMNIFICATION

26 CONSULTANT shall indemnify and hold harmless DISTRICT (including its officers,  
27 Board of Supervisors, elected and appointed officials, employees, agents and  
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1 representatives) from any and all liability, claim, damage, proceeding or action, present or  
2 future, based upon, arising out of or in any way relating to CONSULTANT'S (including  
3 its officers, employees, subcontractors and agents) actual or alleged negligent, reckless or  
4 willful misconduct, acts or omissions related to this Agreement, performance under this  
5 Agreement, or failure to comply with the requirements of this Agreement, including but  
6 not limited to: (a) property damage; (b) bodily injury or death; or (c) any other element of  
7 any kind or nature whatsoever.

8 CONSULTANT shall defend, at its sole expense, including all costs and fees (including  
9 but not limited to attorney fees, cost of investigation, defense and settlements or awards),  
10 DISTRICT (its officers, Board of Supervisors, elected and appointed officials, employees,  
11 agents and representatives) in any claim, proceeding or action for which indemnification is  
12 required.  
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14 With respect to any of CONSULTANT'S indemnification requirements, CONSULTANT  
15 shall, at its sole cost, have the right to use counsel of their own choice and shall have the  
16 right to adjust, settle, or compromise any such claim, proceeding or action without the  
17 prior consent of DISTRICT; provided, however, that such adjustment, settlement or  
18 compromise in no manner whatsoever limits or circumscribes CONSULTANT'S  
19 indemnification obligations to DISTRICT.  
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21 CONSULTANT'S indemnification obligations shall be satisfied when CONSULTANT  
22 has provided to DISTRICT the appropriate form of dismissal (or similar document)  
23 relieving DISTRICT from any liability for the claim, proceeding or action involved.  
24

25 The specified insurance limits required in this Agreement shall in no way limit or  
26 circumscribe CONSULTANT'S obligations to indemnify and hold harmless DISTRICT  
27 from third party claims.  
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1 In the event there is conflict between this section and California Civil Code Section 2782,  
2 this section shall be interpreted to comply with California Civil Code Section 2782. Such  
3 interpretation shall not relieve CONSULTANT from indemnifying DISTRICT or the  
4 County of Riverside to the fullest extent allowed by law.

5 14. WORK PRODUCT

6 The plans, designs, estimates, calculations, specifications, computer files, field notes,  
7 drawings, reports and other documents furnished in accordance with this Agreement shall  
8 meet the criteria for acceptance and be a product of neat appearance, well organized and  
9 contents shall be of similar types produced by DISTRICT and applicable utilities.

10 Upon completion of all work under this Agreement, ownership and title to all plans,  
11 designs, estimates, calculations, specifications, computer files, field notes, drawings,  
12 reports and other documents produced as part of this Agreement will automatically be  
13 vested in DISTRICT and no further agreement will be necessary to transfer ownership to  
14 DISTRICT.

15 15. CONFIDENTIALITY OF DATA

16 All financial, statistical, personal, technical or other data and information which is  
17 designated confidential by DISTRICT and subsequently made available to  
18 CONSULTANT shall not be disclosed (in whole or in part) by CONSULTANT to any  
19 third parties and shall be protected by CONSULTANT from unauthorized use and  
20 disclosure. The only exception to this shall be if disclosure is approved in advance in  
21 writing by DISTRICT or if the disclosure is made to CONSULTANT'S subcontractors as  
22 anticipated by this Agreement.  
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1 CONSULTANT shall not issue any news release or public relations item regarding  
2 designated confidential information or CONSULTANT'S work under this Agreement,  
3 without prior review of the contents and written approval by DISTRICT.

4 These same requirements shall be applicable to any of CONSULTANT'S subcontractors.  
5 CONSULTANT shall include the requirements stated in this section in the agreement with  
6 any of its subcontractors.

7 16. [THIS SECTION INTENTIONALLY LEFT BLANK]

8 17. ASSIGNMENT

9 Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without  
10 the prior written consent of DISTRICT.  
11

12 18. ERRORS AND OMISSIONS

13 In the event that CONSULTANT'S reports or work products contain any errors or  
14 omissions that cause the DISTRICT to incur additional expense beyond what would have  
15 otherwise resulted if there were no errors or omissions in CONSULTANT'S reports or  
16 work products, such additional expense shall be borne solely by CONSULTANT.  
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18 19. DISPUTES

19 A. In the event CONSULTANT considers any work demanded of CONSULTANT to  
20 be outside the requirements of this Agreement, or if CONSULTANT considers any  
21 order, instruction or decision of DISTRICT to be unfair, CONSULTANT shall  
22 promptly, upon receipt of such order, instruction or decision, ask for a written  
23 confirmation of the same whereupon CONSULTANT shall proceed without delay  
24 to perform the work or to conform to the order, instruction, or decision. However, if  
25 CONSULTANT finds such order, instruction or decision unsatisfactory,  
26 CONSULTANT shall, within twenty-one (21) calendar days after receipt of same,  
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1 file a written protest with DISTRICT stating clearly and in detail its objections and  
2 reasons therefor. Except for such protests or objections as are made of record in the  
3 manner specified and within the time stated herein, and except for such instances  
4 where the basis of a protest could not reasonably have been foreseen by  
5 CONSULTANT within the time limit specified for protest, CONSULTANT hereby  
6 waives all grounds for protests or objections to orders, instruction, or decisions of  
7 DISTRICT and hereby agrees that, as to all matters not included in such protests,  
8 the orders, instructions, and decisions of DISTRICT will be limited to matters  
9 properly falling within DISTRICT authority.  
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11 B. Any controversy or claim arising out of or relating to this Agreement which cannot  
12 be resolved by mutual agreement may be settled by arbitration, provided that the  
13 parties hereto mutually agree to submit to arbitration.

14 C. Neither the pendency of a dispute nor its consideration by arbitration shall excuse  
15 CONSULTANT from full and timely performance in accordance with the terms of  
16 this Agreement.  
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18 20. JURISDICTION/LAW/SEVERABILITY

19 This Agreement is to be construed in accordance with the laws of the State of California.  
20 If any provision of this Agreement is held by a court of competent jurisdiction to be  
21 invalid, void or unenforceable, the remaining provisions shall be declared severable and  
22 shall be given full force and effect to the extent possible.

23 Any legal action, in law or in equity related to the performance or interpretation of this  
24 Agreement shall be filed only in the Superior Court of the State of California located in  
25 Riverside, California, and the parties waive any provision of law providing for a change of  
26 venue to another location. Prior to the filing of any legal action, the parties shall be  
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1 obligated to attend a mediation session with a neutral mediator or try to resolve the  
2 dispute.

3 21. WAIVER

4 Any waiver by DISTRICT of any breach of any one or more of the terms of this  
5 Agreement shall not be construed to be a waiver of any subsequent or other breach of the  
6 same or of any other term thereof. Failure on the part of DISTRICT to require exact, full  
7 and complete compliance with any terms of this Agreement shall not be construed as in  
8 any manner changing the terms hereof, or estopping DISTRICT from enforcement hereof.

9 22. CONFLICT OF INTEREST

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

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CONSULTANT shall not perform extra work beyond the scope of services described in Attachment "A" without the prior written approval of the DISTRICT. Failure to obtain such prior written approval may result in CONSULTANT not receiving any additional payment for such extra work.

CONSULTANT must immediately identify and notify DISTRICT in writing of any extra work, and propose a revised scope, cost and schedule for PROJECT. DISTRICT'S approval of such extra work shall be in the form of an amendment to this Agreement.

24. MODIFICATIONS

This Agreement may be amended or modified only by mutual written consent of the Parties. No alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by the Parties hereto and no oral understanding or agreement not incorporated herein will be binding on any of the Parties hereto.

25. NON-DISCRIMINATION

In the performance of the terms of this Agreement, CONSULTANT shall not engage in nor permit others he may employ to engage in discrimination in the employment of persons because of the race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status, age or sex of such persons, in accordance with the provision of California Labor Code Section 1735.

26. NOTICES

Any notices sent or required to be sent to either Party shall be mailed to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
1995 Market Street  
Riverside, CA 92501  
Attn: Design Section

ALBERT A. WEBB ASSOCIATES  
3788 McCray Street  
Riverside, CA 92506  
Attn: Scott Hildebrandt

27. NON-APPROPRIATION OF FUNDS

It is mutually agreed and understood that the obligations of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for the reimbursement of CONSULTANT'S fees. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONSULTANT in writing. This Agreement shall be deemed terminated and have no further force and effect immediately on receipt of DISTRICT'S notification by CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to payment for work already completed in accordance with Section 6 (COMPENSATION AND PAYMENT).

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on


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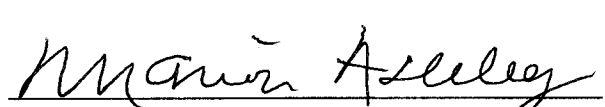
JUN 07 2011

(to be filled in by Clerk of the Board)

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

RECOMMENDED FOR APPROVAL:

By   
WARREN D. WILLIAMS  
General Manager-Chief Engineer

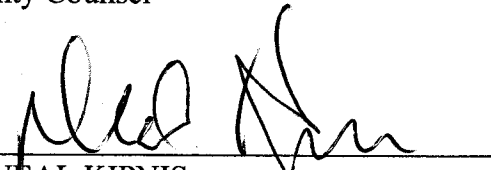
By   
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

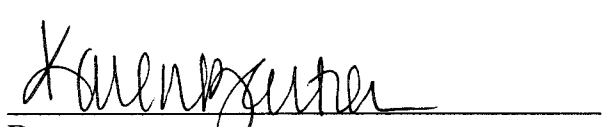
APPROVED AS TO FORM:

PAMELA J. WALLS  
County Counsel

ATTEST:

KECIA HARPER-IHEM  
Clerk of the Board

By   
NEAL KIPNIS  
Deputy County Counsel

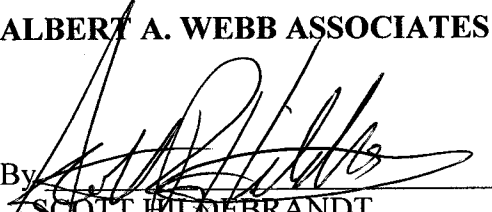
By   
Deputy

(SEAL)

Consulting Services Agreement: Albert Webb Associates  
Hemet MDP Line C, Stage 4  
05/03/11  
CLC:seb

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**ALBERT A. WEBB ASSOCIATES**

By   
**SCOTT WILDEBRANDT**  
Vice President

Consulting Services Agreement: Albert Webb Associates  
Hemet MDP Line C, Stage 4  
05/03/11  
CLC:seb

## **ATTACHMENT "A"**

### **Hemet MDP – Line C**

#### **Scope of Engineering Services**

##### **Task Group 1 – Project Research and Coordination**

1. **Utility Research and MOU** - WEBB will perform a field review to further identify utilities and other project constraints that should be considered during design. All utility information will be plotted on a composite utility base plan that will be referenced in the design drawings. WEBB will coordinate hydrologic, hydraulic and construction design standards with the City and the District for use in this project. WEBB will prepare a Design Memorandum of Understanding listing the agreed upon standards that will be signed by both the City and the District. **Deliverables** – Utility Research Letters, Composite Utility Map Exhibit, Design Memorandum of Understanding
2. **Project Schedule** – WEBB will prepare a detailed project schedule that outlines the timing of the various phases of work for this project. This schedule will be updated throughout the duration of the project. **Deliverable** – Project Schedule.
3. **Kickoff Meeting** – WEBB will coordinate a kickoff meeting with the City and the District. This meeting will establish design parameters, key schedule dates, critical issues for the project, and line of communication. **Deliverable** – Kickoff Meeting Minutes.

##### **Task Group 2 – Opportunities and Constraints**

4. **Opportunity and Constraints Memorandum** – The MDP Hydrology was prepared over 33 years ago. WEBB will review the original hydrological calculations and verify if the assumptions made back then are still valid. WEBB will prepare an updated hydrology model based on the original MDP for use in the design of this project. Whittier Avenue has varying cross section throughout the project alignment. Because of this, the street does not have a consistent conveyance capacity. WEBB will prepare a detailed hydraulic capacity analysis of Whittier Avenue along the entire length of the alignment. This will indicate where catch basin inlets should be placed. Preliminary horizontal and vertical alignments will be prepared for review by the City and the District. The alignment will be printed at 1"=100' and will show topography, planometrics, utilities, and vertical and horizontal alignment information. WEBB will prepare an exhibit that shows the utility impacts based on the preliminary alignment. This exhibit will be used to initiate utility relocation with the affected utility agencies. WEBB's Senior Level Design and Inspection Staff will review the preliminary alignment for constructability. This review will identify potential problems that could arise during construction and will formulate design and construction requirements that will reduce overall project cost. WEBB will prepare an

Opportunity and Constraints Memorandum that summarizes the various analyses prepared as part of Task Group 2 and the results of the subsurface investigation. This document will provide the necessary background information needed to justify the selection of final storm drain alignment. **Deliverables** – Utility Impact Exhibit and Opportunity and Constraints Memorandum. Webb will bill 50% of pay item on deliverable of the Opportunity and Constraints Memorandum and the remaining 50% upon receipt of email authorization from the District to proceed with the 30% plans.

5. **Community Outreach Meeting** – Construction of Line C will temporarily impact the Citizens of Hemet, especially those who live in close proximity to the project. WEBB will coordinate a community outreach meeting where the project will be explained and community members will be informed of what to expect both short term and long term from the project. **Deliverable** – Meeting Minutes.

### **Task Group 3 – 30% Plans Preparation**

6. **30% Plans Package** - Webb will prepare 30% plans for the preferred alignment. 30% plans will include plan and profile sheets at a scale of 1"=20', vertical and horizontal utility locations, cross sections, hydraulics for main lines, and preliminary right of way requirements with dimensions. **Deliverables** – 30% Improvement plans, Draft H&H Study, Utility Coordination Summary Log. Webb will bill 50% of pay item on deliverable of the 30% submittal package and the remaining 50% upon receipt of plan check from the District and email authorization to proceed with the 60% plans.

### **Task Group 4 – 60% Plans Preparation**

7. **Utility Relocation Coordination** –WEBB will coordinate with the various agencies to ensure that conflicting utilities are properly relocated. Based on our preliminary utility review we have included a budget for (2) wet utility relocations and (3) three dry utility relocations. The actual number of relocations and corresponding budget will be based on the preferred alignment. **Deliverable** – Utility Relocation Plans to be submitted simultaneously with 60% design plans. Payment will be 50% for initial submittal to utility Agency and 50% for Utility Agency Approval.
8. **Final Hydrology and Hydraulic Report**- Webb will submit a final copy of the H&H report to the District with the 60% submittal. **Deliverable** – Final H&H report to be submitted simultaneously with 60% design plans. Payment will be 50% for submittal to the District and 50% for approval of the report by the District.
9. **Street Repavement and Striping Plans** - Webb will prepare Pavement Replacement Plans using the base topographic drawing provided by RCFC&WCD, as well as the provided aerial images. Pavement Replacement Plans will be plan view only at 40-scale, without profile, with a screened aerial image on each sheet, per the sample layout exhibit attached. Elevation data will be annotated on the plan view with left, right EP and centerline elevations at appropriate intervals.

Pavement width will be designed to matching the existing pavement width, with a section of 4.5" AC over native or other agreed upon structural section. Plans will cover the limits of construction for the project. **Deliverables** – Street Repavement and Striping Plans. Webb will bill 50% of pay item on deliverable of the submittal package and the remaining 50% upon receipt of plan check from the District and email approval authorization of the plans.

10. **60% Design Plans** – Webb will incorporate all comments from the 30% review into the improvement plans. Webb will also meet with the City and prepare phasing and traffic control plans for the project. **Deliverables** – 60% Design Plans, including phasing and traffic control. Webb will bill 50% of pay item on deliverable of the 60% submittal package and the remaining 50% upon receipt of plan check from the District and email authorization to proceed with the 90% plans.

#### **Task Group 5 – 90% Plans Preparation**

11. **Structural Design Report** – Webb will provide the District with backup calculations for all non-standard structural details. It is anticipated that these calculations will be included as an appendix in the H&H report. **Deliverable** – Structural Calculations to be submitted simultaneously with 90% design plans. Payment will be 50% for submittal to the District and 50% for approval by the District.
12. **90% Design Plans** – Webb will incorporate all comments from the 60% review into the improvement plans. **Deliverable** – 90% Design Plans. Webb will bill 50% of pay item on deliverable of the 90% submittal package and the remaining 50% upon receipt of plan check from the District and email authorization to proceed with the final plans.
13. **90% SWPPP** – Webb will prepare a Storm Water Pollution Prevention Plan for the project for coverage under the State Water Resources Control Board (SWRCB), General Construction Permit, Order No. 2009-0009-DWQ. This task assumes that the project will fall under Permit Section "A" – LUP and will be evaluated to be a Type 1 project under the permit's LUP type determination guidelines. **Deliverable** – 90% SWPPP. Webb will bill 50% of pay item on deliverable of the 90% submittal package and the remaining 50% upon receipt of approval from the District
14. **Bid Quantities and Technical Provisions** – Bid quantities and technical provisions will be submitted simultaneously with 90% design plans to the District. **Deliverable** – Bid Quantities and Technical Provisions

#### **Task Group 6 – Final Plans**

15. a) Final Plans - Webb will deliver the final plans on mylar to the District and City for Signature.  
**Deliverables** – Mylar Plans, Final Quantities and Bid Schedule.
15. b) Retention Payment – The District will release the 10% retention payment upon their signature of the Mylar Improvement Plans. Should the District discontinue the project or place the project on indefinite hold, the District and Webb Associates will work together in good faith to revise the terms of the release of the retention.

#### **Task Group 7 – Environmental Information Package**

16. **Project Description and Exhibits** –Webb will prepare a project description and environmental exhibits for the project. **Deliverables** – Project description and exhibits.
17. **Construction Schedule and Air Quality Model Backup** – Webb will coordinate with local contractors and prepare a realistic construction schedule for the project. Webb will also prepare a list of anticipated construction equipment. This will be submitted to the District for use in preparing an air quality model for the project. **Deliverables** – Construction Schedule and Air Quality Backup.
18. **Engineer’s Statement and Section 18 Map** – Webb will prepare an engineer’s statement for the project and prepare a Section 18 Map. **Deliverables**– Engineer’s Statement and Section 18 Map.
19. **Environmental Information Package Compilation and Submittal** – Webb will compile and submit to the District those items called for in the District’s Environmental Information Package checklist. **Deliverable** – Environmental Information Package.

#### **Task Group 10 – Construction Support**

26. **Bid Support/Pre-Construction Meeting** – Webb will assist the District in answering RFIs during the bid process and provide additional bid related support as requested by the District.

## **Task Group 8 – Subconsultant Work**

### **Subconsultant Items**

20. **Geotechnical Borings** – Based upon the preliminary alignments provided in the Webb proposal, Inland Foundation Engineering, Inc will provide nine geotechnical borings along the alignment. **Deliverable** – Geotechnical Report. Webb will bill 50% of pay item on deliverable Geotechnical Report and the remaining 50% upon receipt of approval of the report from the District
  
21. **Ground Penetrating Radar** – C-Below will use ground penetrating radar to identify utility locations and sizes along the proposed alignment. **Deliverable** – Ground Penetrating Radar Exhibit. Webb will bill 50% of pay item on deliverable Geotechnical Report and the remaining 50% upon receipt of approval of the report from the District.
  
21. **Potholes** – C-Below will pothole underground utilities in identified PDF alignment conflict areas. C-Below will only pothole locations recommended by Webb and approved by the District. It is anticipated that there will be approximately 15 pot holes. It is also anticipated that the District Survey Crew will be available to capture vertical and horizontal utility locations. **Deliverable** – Print out of utility base map with pothole information and Pothole Data Sheets. Webb will bill 50% of pay item on deliverable Geotechnical Report and the remaining 50% upon receipt of approval of the report from the District.
  
22. **Dry Utility Relocations** – Advance Utility Design will provide coordination for the relocation of dry utilities. Three dry utility relocations have been budgeted for. **Deliverable** – Correspondence from the utility companies. Webb will bill 50% of pay item on deliverable of the correspondence and the remaining 50% upon receipt of approval from the District.

### **Webb T&M Items**

## **Task Group 9 – Project Management**

23. **Project Coordination Meetings** – Webb will coordinate and conduct bi-monthly project coordination meetings with the City and the District. For all meetings Webb will prepare and distribute minutes to the project team. **Deliverable** – Meeting Minutes.
  
24. **Scope Control/Change Order Management** – Throughout the duration of the project Webb will meet with the District to review the project budget, scope and schedule. Refinements to the project scope and budget will be handled as part of this pay item.

25. **Additional Directed Work (Optional)** – In the event that unpredicted and unforeseen design conditions, the District may ask Webb to add design work for the satisfactory completion of the project design. This Additional Directed Work is optional and its cost shall be negotiated between District and Webb. Efforts to elaborate any additional scope will be paid under item 24. Approval by District shall be secured before work is started

**Task Group 10- Construction Support**

27. **Construction Support** – Webb will provide construction support as requested by the District.

**Task Group 11- Reimbursable Expenses**

28. **Reimbursable Expenses** – reimbursable expenses will include mileage, copies, postage, and all other outside services not covered in other phases of the contract.



**ATTACHMENT "B"**

Hemet MDP Line C, Stage 4

**Payment Schedule**

Lump Sum w/ Retention		Item Cost	10% Retention	Invoice Amount
1	Utility Research and MOU	\$ 6,663.00	\$ 666.30	\$ 5,996.70
2	Project Schedule	\$ 1,178.00	\$ 117.80	\$ 1,060.20
3	Kick-off Meeting	\$ 2,539.00	\$ 253.90	\$ 2,285.10
4a	Opportunity and Constraints Memorandum (Submittal)	\$ 14,099.50	\$ 1,409.95	\$ 12,689.55
4b	Opportunity and Constraints Memorandum (Approval)	\$ 14,099.50	\$ 1,409.95	\$ 12,689.55
5	Community Outreach Meeting	\$ 2,088.00	\$ 208.80	\$ 1,879.20
6a	30% Plans (Submittal)	\$ 19,645.00	\$ 1,964.50	\$ 17,680.50
6b	30% Plans (Approval)	\$ 19,645.00	\$ 1,964.50	\$ 17,680.50
8a	Final Hydrology and Hydraulic Report (Submittal)	\$ 4,053.00	\$ 405.30	\$ 3,647.70
8b	Final Hydrology and Hydraulic Report (Approval)	\$ 4,053.00	\$ 405.30	\$ 3,647.70
9a	Street Repavement and Striping Plan (Submittal)	\$ 9,914.00	\$ 991.40	\$ 8,922.60
9b	Street Repavement and Striping Plan (Approval)	\$ 9,914.00	\$ 991.40	\$ 8,922.60
10a	60% Design Plans (Submittal)	\$ 22,856.00	\$ 2,285.60	\$ 20,570.40
10b	60% Design Plans (Approval)	\$ 22,856.00	\$ 2,285.60	\$ 20,570.40
11a	Structural Design Report (Submittal)	\$ 1,683.00	\$ 168.30	\$ 1,514.70
11b	Structural Design Report (Approval)	\$ 1,683.00	\$ 168.30	\$ 1,514.70
12a	90% Design Plans (Submittal)	\$ 7,611.50	\$ 761.15	\$ 6,850.35
12b	90% Design Plans (Approval)	\$ 7,611.50	\$ 761.15	\$ 6,850.35
13a	90% SWPPP (Submittal)	\$ 1,874.50	\$ 187.45	\$ 1,687.05
13b	90% SWPPP (Approval)	\$ 1,874.50	\$ 187.45	\$ 1,687.05
14	Bid Quantities and Technical Provisions	\$ 4,827.00	\$ 482.70	\$ 4,344.30
15	Final Plans	\$ 12,630.00	\$ 1,263.00	\$ 11,367.00
	Retention Payment (Signed Mylars)			\$ 19,339.80
<b>Subtotal</b>		<b>\$ 193,398.00</b>		<b>\$ 193,398.00</b>
<b>Lump Sum</b>				
16	Project Description and Exhibits	\$ 3,756.00		\$ 3,756.00
17	Construction Schedule and Air Quality Model Backup	\$ 1,376.00		\$ 1,376.00
18	Engineers Statement and Section 18 Map	\$ 1,120.00		\$ 1,120.00
19	Environmental Information Package Compilation and Submittal	\$ 2,976.00		\$ 2,976.00
26	Bid Support/Preconstruction Meeting	\$ 2,832.00		\$ 2,832.00
<b>Subtotal</b>		<b>\$ 12,060.00</b>		<b>\$ 12,060.00</b>
<b>Time and Materials (Subconsultant)*</b>				
		<b>Budget</b>	<b>15% Markup</b>	<b>Total Budget</b>
20a	Geotechnical Borings (9) and Report (Submittal)	\$ 8,000.00	\$ 1,200.00	\$ 9,200.00
20b	Geotechnical Borings (9) and Report (Approval)	\$ 8,000.00	\$ 1,200.00	\$ 9,200.00
21a	Ground Penetrating Radar (Submittal)	\$ 5,080.00	\$ 762.00	\$ 5,842.00
21b	Ground Penetrating Radar (Approval)	\$ 5,080.00	\$ 762.00	\$ 5,842.00
21c	15 Potholes (Submittal)	\$ 3,750.00	\$ 562.50	\$ 4,312.50
21d	15 Potholes (Approval)	\$ 3,750.00	\$ 562.50	\$ 4,312.50
22a	3 Dry Utility Relocations (Submittal)	\$ 2,500.00	\$ 375.00	\$ 2,875.00
22b	3 Dry Utility Relocations (Approval)	\$ 2,500.00	\$ 375.00	\$ 2,875.00
<b>Subtotal</b>		<b>\$ 38,660.00</b>	<b>\$ 5,799.00</b>	<b>\$ 44,459.00</b>
<b>Time and Materials (Webb Associates)</b>				
				<b>Estimated Budget</b>
7	Utility Relocation Coordination			\$ 9,883.00
23	Project Coordination Meetings (6 Meetings)			\$ 10,666.00
24	Scope Control Meetings			\$ 2,106.00
25	Additional Directed Work (Optional)			\$ 15,000.00
27	Construction Support			\$ 10,360.00
28	Expenses			\$ 5,000.00
<b>Subtotal</b>				<b>\$ 53,015.00</b>
<b>Total</b>				<b>\$ 302,932.00</b>

\*Subconsultant task items will not be undertaken without District approval. All subconsultant items will be marked up 15% by Webb Associates and billed directly to the District upon submittal of the associated work items.

Primary Schedule

ID	Task Name	Position	Start	Finish	Predecession	Label 1	Label 2	Label 3	Label 4	Label 5	Label 6	Label 7	Label 8	Label 9	Label 10
1	Task Group 1 - Project Research and Coordination	38 days	Mon 8/20/11	Fri 7/21/11											
2	USA Dry and Wet Utility Reason	15 days	Mon 8/20/11	Fri 8/26/11	755-13 days										
3	Field Review	2 days	Mon 8/22/11	Tue 8/23/11	755-10 days										
4	Composite Utility Database	23 days	Mon 8/22/11	Fri 7/21/11	755-5 days										
5	Design MOU	2 days	Mon 8/22/11	Tue 8/23/11	755-5 days										
6	Project Schedule	2 days	Mon 8/22/11	Tue 8/23/11	755-5 days										
7	Kick-Off Meeting	0 days	Mon 8/22/11	Mon 8/22/11											
8	Task Group 2 - Opportunities and Constraints	54 days	Mon 8/22/11	Tue 8/22/11											
9	Opportunity and Constraints Memorandum	32 days	Mon 8/22/11	Tue 8/22/11											
10	MDR Hydrology Review and Update	10 days	Mon 8/22/11	Fri 7/21/11	755-10 days										
11	Street Hydraulic Capacity Analysis	10 days	Mon 8/22/11	Fri 7/21/11	1155-3 days										
12	Benefit Collection Point Analysis	5 days	Mon 7/25/11	Fri 7/25/11	1255-3 days										
13	Preliminary Horizontal and Vertical Alignment	5 days	Mon 7/25/11	Fri 7/25/11	1355-3 days										
14	Utility Impact Exhibit	2 days	Mon 8/21/11	Tue 8/22/11	1455-1 day										
15	Contractability Review	13 days	Mon 8/22/11	Tue 8/22/11	1555-5 days										
16	Director and City Review	1 day	Mon 8/22/11	Wed 8/23/11	1655-5 days										
17	Community Outreach Meeting	1 day	Mon 8/22/11	Wed 8/23/11	1755-5 days										
18	Task Group 3 - 30% Plans	50 days	Thu 8/15/11	Wed 11/29/11											
19	30% Plan Package	25 days	Thu 8/15/11	Wed 10/19/11	1855-5 days										
20	30% Design Drawings	25 days	Thu 8/15/11	Wed 10/19/11											
21	Draft Hydrology Report	15 days	Thu 8/28/11	Wed 10/19/11	1955-2 days										
22	Utility Agency Coordination	30 days	Thu 8/28/11	Wed 11/23/11	2055-5 days										
23	Director and City Review	20 days	Thu 10/27/11	Wed 11/23/11	2155-5 days										
24	Task Group 4 - 60% Plans	50 days	Thu 11/24/11	Wed 2/1/12	2255-25										
25	Utility Agency Coordination	50 days	Thu 11/24/11	Wed 2/1/12											
26	Final MDR Report	15 days	Thu 12/8/11	Wed 12/28/11	2355-3055										
27	60% Design Plans	20 days	Thu 12/21/11	Wed 12/28/11	2455-13155										
28	Traffic Control Plans	25 days	Thu 12/24/11	Wed 12/28/11	2555-5 days										
29	Director and City Review	30 days	Thu 1/9/12	Wed 2/1/12	2655-5 days										
30	Task Group 5 - 80% Plans	40 days	Thu 2/1/12	Wed 2/29/12	2755-32										
31	Structural Design Report	5 days	Thu 2/9/12	Wed 2/15/12	2855-4 days										
32	30% Design Plans	20 days	Thu 2/1/12	Wed 2/29/12	2955-10 days										
33	80% Design Plans	5 days	Thu 2/16/12	Wed 2/22/12	3055-10 days										
34	Technical provisions	12 days	Thu 2/16/12	Wed 2/22/12	3155-8 days										
35	Director and City Review	15 days	Thu 2/16/12	Wed 2/22/12	3255-5 days										
36	Task Group 6 - Final Plans	20 days	Thu 2/29/12	Wed 4/25/12	3355-39										
37	Engineers Estimate	2 days	Thu 3/29/12	Fri 3/30/12	3455-42										
38	Final Bid Quantities/Bid Schedule	3 days	Mon 4/2/12	Wed 4/4/12	3555-42										
39	Final Design Plans	15 days	Thu 3/29/12	Wed 4/25/12	3655-4255										
40	Plan Approval	0 days	Wed 4/25/12	Wed 4/25/12	3755-4455-5 days										
41	Task Group 7 - Environmental Information Package	14 days	Thu 10/20/11	Tue 11/8/11	3855-41										
42	Project Decision and Exhibit	5 days	Thu 10/20/11	Wed 10/26/11	3955-48										
43	Construction Schedule and Air Quality Model Backup	2 days	Thu 10/27/11	Fri 10/28/11	4055-48										
44	Engineer Statement and Section 13 Waiver	2 days	Mon 10/23/11	Tue 11/8/11	4155-50										
45	Environmental Information Package Completion and Submission	3 days	Wed 11/2/11	Tue 11/8/11	4255-50										
46	Task Group 8 - Subconsultant Work	180 days	Mon 6/13/11	Fri 3/2/12											
47	Geotechnical Borings (9) and Report	30 days	Mon 6/20/11	Fri 7/29/11	4355-10 days										
48	Ground Penetrating Radar	15 days	Mon 6/13/11	Fri 7/1/11	4455-5 days										
49	15 Potholes	5 days	Thu 7/21/12	Wed 2/8/12	4555-32										
50	3 Dry Utility Relocations	122 days	Thu 8/15/11	Fri 3/2/12	4655-2355										
51	Task Group 9 - Project Management	148 days	Mon 7/4/11	Wed 1/18/12											
52	Project Coordination Meetings (6 Meetings)	6 days	Mon 7/4/11	Wed 1/18/12											
53	Scope Control Meetings	2 days	Mon 8/15/11	Fri 11/21/11											

Legend for task status and dependencies:

- Task Status:  Not Started,  In Progress,  Complete
- External Milestone:  Milestone
- Internal Milestone:  Milestone
- Manual Task:  Manual Task
- Relationship:  Finish-to-Finish,  Finish-to-Start,  Start-to-Finish,  Start-to-Start