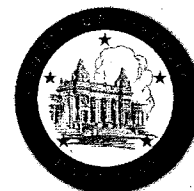


**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE
REDEVELOPMENT AGENCY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

235



FROM: Redevelopment Agency

SUBMITTAL DATE:
June 16, 2011

SUBJECT: Second Amendment to the Agreement with Krieger & Stewart, Incorporated for Design and Engineering Services for the Cabazon Sewer Project

RECOMMENDED MOTION: That the Board of Directors:

Ratify the attached Second Amendment to the Agreement with Krieger & Stewart, Incorporated (Amendment) for additional design engineering services in the amount of \$464,000 and authorize the Chairman of the Board of Directors to sign the Amendment.

BACKGROUND: The Cabazon community is an older community that lacks sewer infrastructure for existing residents and new development. The Redevelopment Agency for the County of Riverside (Agency) has determined that without Agency assistance, this infrastructure cannot be developed.

(Continued)

Robert Field

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 464,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: No

SOURCE OF FUNDS: Mid-County Redevelopment Capital Improvement Funds Cabazon Sub-Area	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Jennifer Sargent*

County Executive Office Signature: Jennifer Sargent

MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: June 28, 2011
xc: RDA, EDA, Auditor, CIP

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

(Comp. Item 3.48)

Prev. Agn. Ref.: 4.3 of 11/18/08; 4.4 of 6/12/07 | District: 5 | Agenda Number: **4.13**

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 DATE: 6/20/11
 BY: *Paul Angulo*
 MARSHAL VICTOR
 Department: SAMUEL WONG

FORM APPROVED COUNTY COUNSEL
 DATE: 6/20/11
 BY: *Marshall Victor*
 MARSHAL VICTOR
 Policy Consent
 Policy Consent

Redevelopment Agency

Second Amendment to the Agreement with Krieger & Stewart, Incorporated for Design and Construction Engineering Services for the Cabazon Sewer Project

June 16, 2011

Page 2

BACKGROUND: (Continued)

The purpose of the project is to provide sewer service to a portion of the community of Cabazon by constructing a new gravity sewer main to connect to a wastewater treatment plant. 9,800 linear feet of sewer main along portions of Delores and Carmen Avenues has been designed already and a 100,000 gallons per day prefabricated treatment plant that can be expanded in the future by adding additional treatment modules will be designed under this amendment. The sewer improvement will allow for existing businesses and residential to convert from septic to sewer.

At this point, design for the sewer main line is 95% complete. The additional services outlined in the Amendment are for the design of the wastewater treatment plant and developing proper environmental compliance documents. The Amendment of \$464,000 will fund these additional services. This brings the total contract amount to \$810,500.

The term of the original agreement commenced on June 12, 2007 and expired on June 12, 2009. A First Amendment was executed within that time period but did not extend the term of the original agreement. A delay in the project occurred due to the availability of funding for the construction of the project and a question of who would receive and treat the waste that would flow through the new system. It is the agency's desire to now complete the design.

Agency staff recommends that the Board ratify the Amendment.

Attachments: Second Amendment to the Agreement for Consulting Services by and Between the Redevelopment Agency for the County of Riverside and Krieger & Stewart, Incorporated for the Cabazon Sewer Project.

First Amendment to the Agreement for Consulting Services by and Between the Redevelopment Agency for the County of Riverside and Krieger & Stewart, Incorporated for the Cabazon Sewer Project.

Agreement for Consulting Services by and Between the Redevelopment Agency for the County of Riverside and Krieger & Stewart, Incorporated for the Cabazon Sewer Project.

**Riverside County Board of Supervisors
Request to Speak**



Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Martin Sanderson

Address: _____
(only if follow-up mail response requested)

City: Calverton **Zip:** 92230

Phone #: (951) 922-1880

Date: 6/28/11 **Agenda #** 4.13

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support **Oppose** **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

Support **Oppose** **Neutral**

I give my 3 minutes to: _____

1 **SECOND AMENDMENT TO THE AGREEMENT**
2 **FOR CONSULTING SERVICES BY AND BETWEEN**
3 **THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**
4 **AND KRIEGER & STEWART, INCORPORATED**
5 **FOR THE CABAZON SEWER PROJECT**

6 **THIS SECOND AMENDMENT TO THE "Agreement for Consulting Services**
7 **by and between the Redevelopment Agency for the County of Riverside and**
8 **Krieger & Stewart, Incorporated for the Cabazon Sewer Project (the**
9 **"Amendment") is entered into on this 28th day of June, 2011, by**
10 **and between the Redevelopment Agency for the County of Riverside, a public body**
11 **(hereinafter "AGENCY"), and Krieger & Stewart, Incorporated (hereinafter**
12 **"CONSULTANT").**

13 **WITNESSETH**

14 **WHEREAS**, the parties entered into the original Agreement on June 12, 2007;
15 and

16 **WHEREAS**, the parties executed the First Amendment on October 3, 2008;
17 and

18 **WHEREAS**, the scope of services required for successful completion of the
19 proposed project has changed; and

20 **WHEREAS**, AGENCY is requesting that the CONSULTANT provide for
21 additional services; and

22 **WHEREAS**, the original scope of services required for successful completion of
23 the project provided by CONSULTANT has been expanded due to the need for
24 additional design engineering and environmental compliance documentation for a
25 wastewater treatment plant in the community of Cabazon; and

26 **WHEREAS**, CONSULTANT shall perform the services described in Attachment
27 "A" and Attachment "A-1" of this Amendment through project completion unless the
28 work program is altered by written amendments pursuant to the provisions in Section
4 of the original Agreement; and

1 **WHEREAS**, the fees for the original Agreement were \$315,000; and

2 **WHEREAS**, the fees for the additional services in the First Amendment to the
3 agreement were \$31,500; and

4 **WHEREAS**, the fees for the additional services in this Amendment total
5 \$464,000; and

6 **NOW, THEREFORE**, in consideration of the foregoing and providing that all
7 other sections not amended remain intact, the parties hereto do hereby agree as
8 follows, effective June 12, 2009:

9 **A.** Section 1 of the original Agreement is hereby amended to read in its
10 entirety as follows:

11 **Section 1. SCOPE OF WORK.** The CONSULTANT shall perform all
12 services and other activities necessary to design and prepare construction documents
13 ready to advertise and receive bids for the project in accordance with the terms of the
14 Agreement dated June 12, 2007 and the First Amendment dated October 3, 2008.
15 Additional services to be performed by the CONSULTANT include engineering services
16 as described in Attachment "A-2", incorporated herein and attached hereto. All
17 deliverables shall be prepared in accordance with federal, state, County of Riverside
18 (hereinafter referred to as "COUNTY"), Riverside County Transportation Department,
19 and AGENCY's applicable laws, ordinances, codes, practices, regulations, policies,
20 procedures, manuals and standards where applicable. All deliverables are subject to
21 review and acceptance by AGENCY. CONSULTANT and any Subcontractors shall
22 permit AGENCY and COUNTY to review and inspect PROJECT activities including
23 review and inspection at all reasonable times with reasonable notice on a daily basis.

24 **B.** Section 2 of the original Agreement is hereby amended and will
25 read in its entirety as follows:

26 **Section 2. CONSULTANT'S COMPENSATION AND METHOD OF**
27 **PAYMENT.**

28 CONSULTANT compensation shall be an amount not to exceed Eight Hundred Ten

1 Thousand Five Hundred (\$810,500) Dollars. CONSULTANT shall submit monthly
2 invoices to AGENCY for progress payments based on work completed during the
3 preceding month and actual costs incurred. Payments made prior to the completion of
4 each phase will not exceed the amount allowed in CONSULTANT'S cost proposal for
5 the completion of that phase and prior phase, unless a prior written agreement has
6 been obtained. Invoices shall be submitted to the AGENCY Designated
7 Representative and shall include a Progress Report covering the same period as the
8 submitted invoice. AGENCY shall reimburse CONSULTANT as promptly as fiscal
9 procedures will permit upon receipt by the AGENCY Designated Representative of
10 itemized invoices. In the event of errors or omissions in the plans for the Project,
11 AGENCY shall have the option to require CONSULTANT to perform the necessary
12 engineering services required to correct such errors and omissions without charge to
13 the AGENCY.

14 C. Section 5 of the original Agreement is hereby amended and will read
15 in its entirety as follows:

16 **Section 5. TIME OF PERFORMANCE.** CONSULTANT agrees it will diligently
17 and responsibly pursue the performance of the services required of it by this
18 Agreement and will deliver the construction contract documents suitable for bidding
19 within Two Hundred Ninety Four (294) calendar days of execution of this Second
20 Amendment to the original Agreement unless extended upon mutual agreement or
21 due to events beyond the direct control of the CONSULTANT.

22 D. Section 19 of the original Agreement is hereby amended and will read
23 in its entirety as follows:

24 **Section 19. TERM AND TERMINATION.** The term of this Agreement shall be
25 Five (5) years from the date of execution. This Agreement may be terminated by
26 AGENCY for any reason (with or without cause) upon giving fourteen (14) days written
27 notice to CONSULTANT. AGENCY may terminate the Agreement immediately when:
28 (1) it is determined by AGENCY that CONSULTANT activities are resulting in or may

1 result in discredit to AGENCY; or (2) CONSULTANT has breached a material
2 provision of this Agreement. In the event of termination, AGENCY may proceed with
3 the work in any manner it deems to be proper and in the best interests of AGENCY.

4 Either party may terminate this Agreement upon thirty (30) days written notice
5 to the other. In the event of such termination, CONSULTANT shall be compensated
6 for all services performed and expenses incurred to the date of notice of termination
7 as described in a written report to AGENCY prepared by CONSULTANT. Upon
8 termination, CONSULTANT shall submit to AGENCY all materials and reports
9 (including any uncompleted reports or unfinished work). Such compensation shall be
10 paid within thirty (30) days of termination.

11 **IN WITNESS WHEREOF**, the CONSULTANT and AGENCY have executed
12 this Amendment as of the date first above written.

13 **REDEVELOPMENT AGENCY**
14 **FOR THE COUNTY OF RIVERSIDE**

KRIEGER & STEWART
INCORPORATED

15 *Bob Buster*
16 BOB BUSTER
17 Chairman, Board of Directors

Charles A. Krieger
Charles A. Krieger
President

Mark E. Messersmith
Mark E. Messersmith
Vice President/Corporate Secretary

18
19
20 **APPROVED AS TO FORM:**
21 PAMELA WALLS
22 AGENCY COUNSEL

23 By *[Signature]* 6/16/11
24 Deputy

25 **ATTEST:**
26 KECIA HARPER-IHEM
27 CLERK OF THE BOARD

28 By *[Signature]*
Deputy

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INCORPORATED • ENGINEERING CONSULTANTS

3602 University Ave • Riverside, CA 92501 • Tel 951-684-6900 • Fax 951-684-6986

May 20, 2011

683-45.1A / 807-35.1A
683-49.1A / 807-43.1A

Andrew Frost, 5th District Regional Manager
Redevelopment Agency for the County of Riverside
3403 Tenth Street, Suite 500
Riverside, CA 92501

Subject: Engineering Services Proposal for
Cabazon Wastewater Treatment Plant

Dear Mr. Frost:

We appreciate the opportunity to submit our engineering services proposal for the Cabazon Wastewater Treatment Plant. Our proposal consists of providing design engineering services for the Cabazon Wastewater Treatment Plant. Krieger & Stewart staff will provide all of the proposed services, except for certain subconsultant services, as described in our Scope of Services. Our proposal is divided into the following sections:

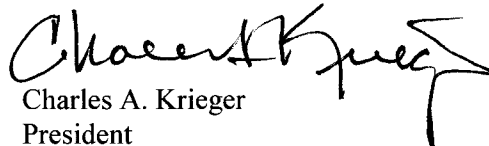
- I. Project Understanding and Approach
- II. Scope of Services
- III. Estimated Fee and Schedule

Krieger & Stewart has no conflict of interest (personal or organizational) pertaining to this project. Krieger & Stewart maintains excess liability insurance with coverage of \$5,000,000, general and professional insurance with coverage of \$2,000,000 under each policy, automobile and employer's liability insurance with coverage of \$1,000,000 under each policy, and worker's compensation with coverage based on the statutory limit.

Again, we are pleased to be considered for participation in subject project, and are prepared to discuss our proposal with you at your convenience. We are available to commence services immediately.

Sincerely,

KRIEGER & STEWART


Charles A. Krieger
President

JPM/jmw/jcb
683-49P1-PRO-R2

Enclosure: Proposal (3 copies)

**ENGINEERING SERVICES PROPOSAL FOR
CABAZON WASTEWATER TREATMENT PLANT
KRIEGER & STEWART, INCORPORATED**

**SECTION I
PROJECT UNDERSTANDING AND APPROACH**

We understand that the purpose of the project is to provide centralized wastewater treatment for the community of Cabazon (south side of I-10 only) by construction of a wastewater treatment plant (WWTP). Cabazon Water District (CWD) does not currently have a wastewater collection system or wastewater treatment and disposal facilities; however, Krieger & Stewart is currently in the final design engineering phase for the first sewer collection pipeline (Trunk Sewer "A") within CWD's service area that will terminate at the WWTP. We understand that both the collection system and the WWTP will be constructed by the Redevelopment Agency for the County of Riverside (Agency) and, once constructed, conveyed to Cabazon Water District for operation and maintenance.

Krieger & Stewart has met with the staff of the California Regional Water Quality Control Board, Colorado River Basin Region (Regional Board) to discuss the project, alternatives for disposal/reuse of treated wastewater (discharge to percolation ponds, discharge to the San Gorgonio River, recycling), and applicable treatment and discharge standards for each discharge/reuse alternative. Discharge to percolation ponds would require issuance of Waste Discharge Requirements (WDRs) under California Law. Discharge to the San Gorgonio River would require issuance of WDRs under California Law as well as a National Pollutant Discharge Elimination System (NPDES) Permit under Federal Law. The time required to issue WDRs with an NPDES Permit would be longer than the time required to issue WDRs alone. Discharge to percolation ponds and the San Gorgonio River both require secondary treatment and nitrogen removal, but discharge to the San Gorgonio River would additionally require effluent disinfection, and could potentially require tertiary treatment in the future, although the Regional Board indicated that tertiary treatment is not required at present. If chlorine is utilized for disinfection, then dechlorination would be required. Water recycling requires tertiary treatment, but there is currently no plan for a recycled water system in the area, or any significant local demand for recycled water. Therefore, our approach will be to design at least the initial and intermediate WWTP phases to provide non-disinfected secondary treatment, and to dispose of the treated wastewater in onsite percolation ponds. We believe this will provide the most cost-effective approach. We understand that a recycled water system is a future possibility, and will therefore make accommodations in the site plan for the future construction of tertiary treatment and disinfection facilities.

We also understand the Agency desires that the WWTP be constructed as soon as possible and be designed to accommodate future expansions as local sewage flows increase and additional phases of CWD's sewer collection system are implemented. We understand that the required initial design capacity (average daily flow) of the WWTP is 65,000 gpd (to be generated by two new development projects, existing residences adjacent to the proposed trunk sewer, together with community facilities), and that the ultimate buildout capacity of the WWTP will be 3.15 MGD, per CWD's draft Wastewater Master Plan. Since the initial required capacity is significantly less than the projected ultimate capacity, we anticipate that it will be many years before ultimate capacity will actually be required. Therefore, a treatment facility that can be expanded incrementally over a long period of gradual growth is appropriate.

A wastewater treatment plant of 500,000 gpd or less would be considered a small plant, and suitable for design using prefabricated treatment modules, with all treatment components and equipment being provided as a package with the prefabricated treatment modules. We propose that the WWTP be constructed in three phases, as follows:

1. Initial Phase

The Initial Phase consists of 100,000 gpd using a single prefabricated treatment module. The 100,000 gpd capacity is a common capacity for prefabricated treatment modules, and will allow the Initial Phase to accommodate an increase in sewer flows of 35,000 gpd over the currently anticipated 65,000 initial requirement without physical expansion of the WWTP.

2. Intermediate Phase

The Intermediate Phase consists of incremental expansion up to 500,000 gpd (0.5 MGD) by adding prefabricated treatment modules in 100,000 gpd increments.

3. Final Phase

The Final Phase consists of construction of a conventional wastewater treatment plant that is expandable up to 3.15 MGD. The prefabricated treatment modules installed during the Intermediate Phase could be incorporated into the design of the Final Phase WWTP.

We propose to provide design engineering services for the Initial Phase of the WWTP (Initial WWTP), which will be expandable for Intermediate Phase development. The Initial WWTP will consist of the following components:

- Influent Lift Station with Wet Well at 500,000 gpd Capacity and Piping for 100,000 gpd Capacity
- Flow Splitter and Headworks (500,000 gpd capacity)
- Prefabricated Treatment Module (100,000 gpd capacity) with Provision to Add Four Additional 100,000 gpd Modules
- Operations/Equipment Building with Expansion Capabilities
- Emergency Standby Generator
- Piping and Electrical (sized to accommodate 500,000 gpd capacity plant)
- Sludge Drying Beds with 100,000 gpd Capacity with Provision for Expansion
- Percolation Ponds with 100,000 gpd with Provision for Expansion

To expedite construction of the Initial Phase of the WWTP, and to facilitate efficient site design, we propose the Agency pre-purchase the first prefabricated treatment module before completion of site design. Pre-purchasing the prefabricated treatment module will allow the equipment fabrication to commence prior to completion of the construction contract documents for the WWTP and the prefabricated treatment module will be available for delivery to the Contractor early on in the construction period, thus reducing the overall project duration. Pre-purchasing the prefabricated treatment module will reduce construction from approximately 15 months to 9 months.

It is our understanding that the initial WWTP will be constructed on a 3.5-acre parcel (APN 525-150-012). The existing 3.5-acre parcel will not be large enough to accommodate the intermediate or ultimate WWTPs. Therefore, we propose to determine the additional land required for the intermediate and ultimate WWTP expansions. We also recommend that the additional land be purchased as soon as possible, since there is presently very little development in the vicinity of the proposed plant site.

The WWTP will require potable water for domestic use and for fire protection. The nearest CWD waterline is located approximately 2,000± LF south of the WWTP at the intersection of Elm Street and Adele Avenue. Therefore, to provide potable water service to the WWTP, 2,000± LF of 8" waterline will need to be constructed in Elm Street from the intersection of Elm Street and Adele Avenue northerly across the San Gorgonio River and the MWD Aqueduct to the WWTP. Since the portion of Cabazon located southerly of the San Gorgonio River will eventually require a force main connecting its proposed collection system to the WWTP, we propose installing a conductor casing for the future force main in parallel and simultaneously with the 8" waterline. Installing the conductor casing will relieve the Agency of the need to apply for permits to cross the San Gorgonio River twice.

Because the 3.5-acre WWTP site is approximately 500 LF north of the original site, the construction drawings for the CWD Trunk Sewer "A" will need to be extended. The engineering services related to extending Trunk Sewer "A" are included in Section II, Scope of Services.

Engineering services required by the Agency for subject project consist of: preparation of geotechnical investigation (including percolation testing); performance of a design survey; preparation of preliminary design (including initial, intermediate, and ultimate WWTP layouts and land requirements for intermediate and ultimate WWTPs); preparation of an amendment to California Environmental Quality Act (CEQA) documents prepared previously; preparation of pre-purchase equipment contract documents, review of equipment bids, and review of shop drawings for prefabricated treatment module; permitting services (including application for Waste Discharge Requirements from the Regional Board); coordination of electrical service with Southern California Edison (SCE); preparation of contract documents for installation and construction of the initial WWTP; preparation of contract documents for construction of the 8" potable waterline and conductor casing for future force main; and bid phase support services.

In addition, the scope of our engineering services includes planning engineering services that Krieger & Stewart provided during the course of designing the Trunk Sewer "A" facilities (see Section II, Part A.1, Planning Services).

**ENGINEERING SERVICES PROPOSAL FOR
CABAZON WASTEWATER TREATMENT PLANT
KRIEGER & STEWART, INCORPORATED**

**SECTION II
SCOPE OF SERVICES**

Krieger & Stewart will provide the services outlined below to complete all necessary engineering related to designing and constructing the WWTP and 8" waterline. Section I discusses the main project components and issues and demonstrates our understanding of the project.

We have organized our Scope of Services as follows:

A. Preliminary Design Services

1. Planning Services
2. Initial Meeting with Agency and CWD Staff
3. Records Search
4. Geotechnical Investigation
5. Design Survey
6. Preliminary Design

B. Equipment Pre-Purchase Services

1. Prefabricated Treatment Module Pre-Purchase Contract Documents
2. Pre-Purchase Bid Phase Support, Bid Review, and Equipment Selection for Prefabricated Treatment Module
3. Shop Drawing Review for Prefabricated Treatment Module

C. Compliance Services

1. CEQA Related Services
2. Regional Board
3. US Army Corps of Engineers (ACOE)
4. California Department of Fish and Game (CDFG)
5. South Coast Air Quality Management District (SCAQMD)
6. Compliance with Storm Water General Permit
7. Riverside County Flood Control and Water Conservation District (RCFC&WCD)
8. Metropolitan Water District of Southern California (MWD)
9. Riverside County Transportation Department (RCTD)

D. Final Design Engineering Services

1. Electrical Service Application and Coordination
2. Utility Verification
3. Construction Contract Documents
4. Construction Contract Bid Phase Support and Bid Review

Each of these components is described in the following subsections.

A. **PRELIMINARY DESIGN SERVICES**

1. **Planning Services**

Planning services provided by Krieger & Stewart include: conferences and correspondence with Agency staff, Supervisor Ashley and staff, Morongo Band of Indians, and Factory Outlet Stores representatives; preparation of treatment alternatives analysis (including capital cost and maintenance cost estimates) for consideration by Agency staff and Supervisor Ashley; research of wastewater treatment costs imposed by other districts and preparation of comparison with proposed Morongo Band of Indians charges for Agency use; and preparation of correspondence with Morongo Band of Indians regarding terms and cost of service.

2. **Initial Meeting with Agency and CWD Staff**

We will meet with Agency and CWD staff to discuss the proposed project, including design criteria, permits, and right-of-way issues, before we begin providing services and to obtain all pertinent information that the Agency and CWD may have available (that Krieger & Stewart does not already have). We will also review our schedule, approach to evaluating project alternatives, and approach to preparing the contract documents during this meeting.

3. **Records Search**

Our records search will consist of obtaining copies of all assessors' maps, records of survey, tract maps, parcel maps, right-of-way maps, monument ties, benchmark information, and utility information which pertain to the project.

Utility information will include atlas sheets from CWD, RCFC&WCD, Southern California Gas Company, Southern California Edison Company, telephone companies, MWD, and other affected utilities. The records search will also include telephone conferences and/or meetings with staff representatives from CWD, RCFC&WCD, MWD, and RCTD. Utilities that cross the proposed alignment at critical locations will be potholed prior to the profile design to determine their exact location and elevation.

4. **Geotechnical Investigation**

The geotechnical investigation will be performed by Earth Systems Southwest. We will provide Earth Systems Southwest with preliminary facility descriptions and locations, along with anticipated foundation depths at the WWTP site. In addition, two (2) test bores along the proposed waterline alignment to a depth of 15' to 25' will be performed. The geotechnical investigation will include soil classifications, engineering properties of soils including corrosivity, settlement rates, fault locations, potential and probable seismic accelerations, over-excavation requirements, excavation slope stability, backfill compaction requirements, and pipe bedding recommendations. Recommendations for structure foundation design, underground piping construction, and pavement design will be included in the geotechnical report. The geotechnical report will also include recommendations for side slopes and compaction, and expected percolation rates for the percolation ponds.

5. **Design Survey**

We propose to utilize the existing November 2007 aerial photogrammetry from the CWD Project Manager "A" project for the proposed waterline and the WWTP site. The photogrammetrist will produce mapping from Adele Avenue northerly to the site. We will "ground truth" survey the alignment and site to confirm the accuracy of the topographic mapping. The results of our field survey will be added to the base drawings. We will locate any existing utilities and plot same on the base drawings. The base drawings will have foot contour intervals and spot elevations.

6. **Preliminary Design**

Preliminary design will include coordination with the Regional Board; preparation of base construction drawings for the WWTP and waterline; preparation of site layouts; determination of land required for initial, intermediate, and ultimate WWTPs; selection of precise alignment for the waterline; and preparation of a Preliminary Design Report (PDR).

Our services related to preliminary design are detailed as follows:

a. Coordination with the Regional Board

We will meet with the Regional Board to review the design criteria, flow process, and discharge requirements for the WWTP.

b. Base Construction Drawings

Aero Tech Surveys will provide Krieger & Stewart with aerial topographic data in digital AutoCAD version 2009 format. We propose to use this topography for the waterline plan and profile and the WWTP site grading plan for the project facilities. We will prepare the base construction drawings on 24" x 36" mylar

sheets with standard Agency title block utilizing the design survey information. The pipeline plan and profile sheets will be prepared at a horizontal scale of 1" = 40' and a vertical scale of 1" = 4'. The grading plan will be prepared at a scale of 1" = 20".

We will add the required signature block, improvements, easements, property lines, public and private rights-of-way, and survey data in order to complete the base construction drawings. After we complete the base construction drawings, our project engineer will field review the WWTP site and general pipeline alignment to ensure that all existing conditions are correctly represented.

c. Wastewater Treatment Plant

We will perform preliminary design to determine design criteria, design flow (minimum and peak), influent wastewater characteristics (e.g. BOD, TSS, and TIN), process unit hydraulic loading and detention times, and sludge production for the WWTP. Based on our preliminary investigations, circular prefabricated treatment modules are generally not available for flows less than 150,000 gpd. Therefore, we propose to evaluate rectangular prefabricated treatment modules. We will evaluate various treatment processes and the costs for same. We will prepare site layouts for initial (100,000 gpd) and intermediate (500,000 gpd) WWTPs using prefabricated treatment modules based on providing non-disinfected secondary treatment with nitrogen removal and disposal of treated effluent via percolation ponds. Once the WWTP's capacity reaches 500,000 gpd, a conventional WWTP will be required. We will prepare a layout for the ultimate (3.15 MGD) WWTP based on providing disinfected tertiary treatment for reuse of the treated effluent (i.e. recycled water). The ultimate layout will include storage ponds for the recycled water, as well as percolation ponds for disposal of the treated effluent during winter months when recycled water demands are minimal. The layouts will assist in determining the land required for the intermediate and ultimate WWTPs. We will prepare schematic process flow diagrams for each phase to show process units' normal operating scenario and process sidestreams.

d. Waterline Alignment Selection

After we have completed the base construction drawings for the waterline, we will select the precise alignment. Said alignment will be selected to provide adequate separation from existing and proposed facilities, and to provide sufficient space for construction activities and local traffic (if possible).

e. Preliminary Design Report

We will present our findings and recommendations to the Agency in a Preliminary Design Report.

B. EQUIPMENT PRE-PURCHASE SERVICES

1. Prefabricated Treatment Module Pre-Purchase Contract Documents

We will prepare contract documents for pre-purchase of the prefabricated treatment module. The contract documents will include the design criteria, performance requirements, and material requirements for the prefabricated treatment module.

2. Pre-Purchase Bid Phase Support, Bid Review, and Equipment Selection for Prefabricated Treatment Module

Upon completion of the contract documents, the Agency will advertise and receive bids for the prefabricated treatment module. During the bidding period, we will distribute the contract documents to and respond to questions from potential bidders. We will evaluate the bids received by the Agency and prepare a letter recommending the prefabricated treatment module to be purchased. Our recommendation will be based on equipment cost, compliance with the contract documents, estimated installation costs, and manufacturer's experience record.

3. Shop Drawing Review for Prefabricated Treatment Module

The contract documents will require that the prefabricated treatment module supplier submit shop drawings. We will review and approve the shop drawings for incorporation into the construction contract documents.

C. COMPLIANCE SERVICES

We will provide compliance services and acquire permits on the Agency's behalf. Public agency compliance and permitting services are described as follows:

1. CEQA Related Services

Since the location of the WWTP has been revised and a waterline crossing the San Geronio River has been added, the Initial Study and Mitigated Negative Declaration adopted in November of 2008 will require amendment in accordance with the CEQA Guidelines. The amendment process will require recirculation of the amended CEQA documents for public review and comment and adoption at a public meeting of the Agency's Board.

Our services related to the CEQA process are detailed as follows:

a. Biological and Cultural Resources Assessments

We will obtain the services of qualified subconsultants to review and report the biological and cultural resources that may or may not exist along the proposed waterline alignment and within the proposed new WWTP site. AMEC Earth and

Environmental, Incorporated will provide the biological resources assessment and CRM Tech will provide the cultural (historical and archaeological) resources assessment. The review will be in compliance with CEQA and will be used to complete the CEQA documents discussed below.

Since a portion of the proposed WWTP site is within undisturbed land, there is a potential that species listed as endangered, threatened, or "special status" may be encountered. Based upon our preliminary investigation, the listed species may include the Desert Tortoise and Burrowing Owl. The Preliminary Biological Resources Assessment Report may include a recommendation to perform focused biological surveys for these species prior to construction.

The project site is located within an area now covered by the Final Recirculated Coachella Valley Multiple Species Habitat Conservation Plan and Natural Community Conservation Plan (CVMSHCP). Since the Agency is the lead agency and the County of Riverside is signatory to the CVMSHCP, compliance with the CVMSHCP is required. The biological subconsultant will complete, as part of the biological resources assessment of the site, a CVMSHCP Compliance Report setting forth the requirements necessary for this project to comply with the CVMSHCP.

The San Gorgonio River waterline crossing will require a Jurisdictional Delineation to determine the extent of mitigation that may be required for obtaining permits from the U.S. Army Corps of Engineers (ACOE) and California Department of Fish and Game (CDFG). AMEC Earth and Environmental, Incorporated will provide the Jurisdictional Delineation and will assist Krieger & Stewart in applying for the ACOE and CDFG permits.

b. Amended CEQA Documents

The CEQA process will consist of the preparation of an amendment to the November 2008 Initial Study, which will incorporate the new biological and cultural resources assessments for the new treatment plant site and a description of the proposed new WWTP facilities, and will address the potential or anticipated environmental impacts that may result from the construction and operation of the said facilities.

The Initial Study will follow the CEQA process as described below:

1) Biological Resources and Cultural Resources Assessments

We will utilize the biological and cultural resources assessments described in sub-item (a) above for the preparation of CEQA documents.

This proposal does not include a paleontological assessment; however, we will prepare a proposal for one if such an assessment is found to be necessary.

2) Draft Amended Initial Study

Upon completion of the biological and cultural resources assessments and the geotechnical investigation, we will prepare a draft Amended Initial Study and Environmental Checklist in accordance with the State CEQA guidelines. We will then forward three copies of the draft documents to Agency staff (and other agencies as directed by Agency staff) for review.

3) Review Meeting with Agency Staff

Shortly after forwarding the draft Amended Initial Study to the Agency, we will request that a review meeting be held to consider the findings set forth therein and discuss subsequent course of action related to finalizing the documents.

4) Final Amended Initial Study

Once we have received Agency staff's comments on the draft Amended Initial Study, we will prepare the necessary revisions and additions and will incorporate same into the final Amended Initial Study. The Amended Initial Study will be then placed into final format and will include the text and all anticipated exhibits, as well as copies of the biological and cultural resources assessments, which will be attached as appendices.

5) Preparation of Amended Mitigated Negative Declaration

Should the Amended Initial Study determine that a Mitigated Negative Declaration is still the appropriate form of environmental document for the proposed project (as we have assumed for purposes of setting our estimated fees for this proposal), we will prepare the draft Amended Mitigated Negative Declaration and Mitigation Monitoring Program for processing by the Lead Agency (the Agency will be designated as Lead Agency).

6) Distribution and Public Review Process

We will prepare a Notice of Intent to Adopt an amended Mitigated Negative Declaration for Agency staff's use in providing legal notice to the public of the Agency's intention to consider the adoption of an amended Mitigated Negative Declaration regarding the proposed revised

project. In the (unlikely) event that an Environmental Impact Report (EIR) is found to be the appropriate document, we will assist Agency staff in preparing the required Notice of Preparation of Draft EIR for circulation to all appropriate entities, including the State Clearinghouse, and will submit a proposal to prepare an Environmental Impact Report.

In addition, we will verify the responsible public agencies for the proposed project, and will assist the Agency in preparing a mailing list of interested parties, including responsible public agencies and affected property owners and property occupants. If necessary, we will prepare a Notice of Completion for submittal to the Governor's Office of Planning and Research (State Clearinghouse). For purposes of this proposal, we have assumed that a Notice of Completion will be necessary.

We will provide the Agency with 25 copies of the final Amended Initial Study/Environmental Checklist with draft amended Mitigated Negative Declaration and Mitigation Monitoring Program for distribution for public review.

At the close of the comment period, we will prepare responses to comments received.

7) Attendance at Public Meeting

If requested by the Agency or the designated Lead Agency, we will attend and assist at the meeting during which the Lead Agency staff presents the Amended Initial Study and makes the recommendation for Amended Mitigated Negative Declaration.

8) Notice of Determination and CEQA Summary Package

Should the amended Mitigated Negative Declaration be adopted and the proposed project approved, we will prepare a Notice of Determination for the Agency's use. We will also compile a bound summary CEQA package for Agency use, which will contain the Amended Initial Study/Environmental Checklist, final Amended Mitigated Negative Declaration and Mitigation Monitoring Program, Notice of Intent, Notice of Completion, copies of comment letters and responses to same, and Notice of Determination.

c. Focused Biological Surveys

Performance of focused biological surveys for endangered or threatened species may be recommended in the Biological Resources Assessment Report. Based upon our preliminary investigation, the endangered or threatened species may include the burrowing owl. If said focused biological surveys are recommended,

they will be performed after adoption of the CEQA documents but prior to commencement of construction. The estimated costs of the focused surveys for the burrowing owl are included in this proposal. Although the costs are included in our proposal, the focused surveys may not be needed. We will bill for same only if required.

2. Regional Board

The WWTP discharge will require issuance of Waste Discharge Requirements (WDRs) by the Regional Board. After completion of the preliminary design drawings, we will complete and submit an application for WDRs to the Regional Board along with the required fee, and will coordinate with the Regional Board regarding processing of the application, and to assure acceptability of design decisions throughout project progress. We estimate that a period of approximately four months will be required to obtain the final WDRs from the Regional Board, after completion of preliminary WWTP design.

The San Gorgonio River waterline crossing will also require a Clean Water Act Section 401 Water Quality Certification (401 WQC) from the Regional Board. The U.S. Army Corps of Engineers (COE) will not issue a Section 404 Wetlands Permit (404 Permit) for the project until the 401 WQC has been issued. After completion of the CEQA documents and preliminary design drawings, we will file an application for a 401 WQC with the Regional Board along with the required fee. We will meet with and coordinate with the Regional Board regarding processing of the application.

3. US Army Corps of Engineers (ACOE)

Despite the fact that Elm Street is paved across the San Gorgonio River, the San Gorgonio River crossing will require a Nationwide Section 404 Wetlands Permit (404 Permit) from the ACOE. AMEC Earth & Environmental will perform a Jurisdictional Delineation to determine the limits of ACOE jurisdiction within the bed of the San Gorgonio River. After completion of the CEQA documents and preliminary design drawings, we will, with AMEC's assistance, file an application for a 404 Permit with the COE. We will meet with and coordinate with the COE regarding processing of the application.

4. California Department of Fish and Game (CDFG)

The San Gorgonio River crossing will require either a Streambed Alteration Agreement (SAA) or an Operational Law Letter (OLL) from the CDFG. After completion of the CEQA documents and preliminary design drawings, we will file a Notification of Streambed Alteration with the CDFG along with the required fee. We will meet with and coordinate with the CDFG as necessary regarding issuance of the SAA or OLL.

5. South Coast Air Quality Management District (SCAQMD)

The proposed WWTP will require a Permit to Construct from the SCAQMD. SCEC will prepare the application forms and supporting documents for the permit and submit them, along with the required fees (paid by the Agency). We will submit preliminary construction drawings to the SCAQMD to ensure that the proposed facilities will meet District air quality regulations.

6. Compliance with Storm Water General Permit

The project is subject to the requirements of the Waste Discharge Requirements for Discharges from the Municipal Separate Storm Sewer System (MS4) within the Whitewater River Watershed, Order No. R7-2008-0001 (NPDES No. CAS617002), issued by the Regional Board. Said order requires that construction projects comply with the requirements of the Statewide General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, Order No. 2009-0009-DWQ (NPDES No. CAS000002) issued by the State Water Resources Control Board (SWRCB).

We will complete the Notice of Intent to be Covered Under Order No. R7-2008-0001, and will determine the risk level for the project in accordance with the methodology specified in Order No. 2009-0009-DWQ. We will include provisions in the contract documents requiring the Contractor to prepare a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the requirements of Order No. 2009-0009-DWQ for the specified risk level and submit a copy of same to the Agency for filing with the Regional Board along with the Notice of Intent.

In addition to discharges of storm water, the SWPPP will address any non-storm water discharges that may result from excavation dewatering operations.

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

We will review the portion of alignment that crosses the San Geronio River with RCFC&WCD and submit preliminary construction drawings for review. We will prepare the appropriate encroachment permit application and submit it to RCFC&WCD.

8. Metropolitan Water District of Southern California (MWD)

We will review portions of the alignment that cross the Colorado River Aqueduct with MWD. We will prepare the appropriate encroachment permit application and submit it to MWD.

9. Riverside County Transportation Department (RCTD)

Once the preliminary construction drawings for the 8" waterline have been reviewed and approved by the Agency, we will prepare the appropriate encroachment permit

applications and submit them with a set of preliminary construction drawings to RCTD for review and comment.

D. FINAL DESIGN ENGINEERING SERVICES

1. Electrical Service Application and Coordination

Southern California Edison (SCE) will provide electrical service to the WWTP. The electrical service application and coordination will be performed by Advance Utility Design, Inc. We will prepare a preliminary electrical site plan and single line diagram for the WWTP electrical equipment. Thereafter, Advance Utility Design, Inc. will prepare the service application for SCE, submit same for processing, and will provide all necessary supporting data and coordination with SCE to obtain the new electrical service. The WWTP construction drawings will show all facilities required by SCE to be constructed by the Agency prior to their installation of the electrical service.

2. Utility Verification

Once the proposed waterline alignment is reviewed and approved by Agency staff, we will provide a recommendation of utilities to be excavated and exposed.

After the Agency has approved the pothole locations, Krieger & Stewart will request that Underground Service Alert (USA) members, as well as any utilities that are not members of USA, locate and mark facilities along the proposed alignment. We will arrange and conduct a field meeting with all of the affected utilities, and will field review the utilities to be located and marked. One of our surveyors will mark the location of the excavations and determine the dimensions and horizontal and vertical locations of each facility as it is excavated and exposed.

We will instruct Underground Solutions, Inc. to excavate and expose said utilities. For our proposal, we have included one (1) working day (six potholes) to measure the location of exposed utilities as requested.

In addition, an encroachment permit application will be submitted along with supporting information, including traffic control drawings to RCTD to obtain the encroachment permit to perform the utility verification within public rights-of-way.

3. Construction Contract Documents

Based on the approved prefabricated treatment module shop drawings, we will prepare contract documents for construction of the WWTP facilities.

The contract documents will include both the specifications and the construction drawings. The specifications will include the Notice Inviting Bids, bid sheets, contract, contract provisions, special provisions, technical specifications for all equipment,

specifications for basic construction materials (e.g. concrete, steel, piping, painting, and electrical), and standard drawings.

Extending Trunk Sewer "A" to the 3.5 acre site will require: two permanent and two temporary grants of easement where existing right-of-way does not exist; preparation of one additional construction drawing (to be included with the Trunk Sewer "A" construction drawings); and modifications to existing contract documents.

Clear and concise technical specifications are critical to ensuring that the Agency receives facilities, which will provide a high degree of reliability and durability. The special provisions will address construction constraints and anticipated difficulties, including: delivery of equipment, storage of materials, noise and dust control, and daily cleanup. A detailed sequence of work will be provided in the special provisions to ensure that construction activities will be performed in an expeditious and orderly manner.

Drawings will be provided for grading, site piping, structural, mechanical, and electrical work. A preliminary list of construction drawings is provided on **Exhibit I**.

We will submit three sets of the contract documents to Agency and CWD staff for a formal review at the 50% and 90% completion stages, after which we will schedule a review meeting (if necessary). After the 50% and 90% review, we will revise the documents as necessary. Upon completion of the documents, we will provide 20 sets of the final documents, accompanied by an engineer's cost estimate for the construction of the WWTP.

4. Construction Contract Bid Phase Support and Bid Review

During the bidding period, we will provide clarifications of the contract documents, and will prepare addenda (if necessary) for distribution. We will assist Agency staff with their review of each submitted bid to determine whether or not it is responsive. For the apparent low bidder, we will check the references supplied. Following our review of the bids, we will prepare a recommendation of award memo for Agency staff which will summarize the bids received and the results of the reference checks, and will recommend contract award.

**ENGINEERING SERVICES PROPOSAL FOR
CABAZON WASTEWATER TREATMENT PLANT
KRIEGER & STEWART, INCORPORATED**

**SECTION III
ESTIMATED FEE AND SCHEDULE**

A. ESTIMATED FEE

Our estimated fee for providing design engineering services in accordance with Section II for the Cabazon Wastewater Treatment Plant is \$464,000. A tabulation of our fee estimate by element of service is set forth in **Table III-A**. A tabulation of anticipated construction drawings is set forth in **Exhibit I**. A copy of our 2011 Fee Schedule is also attached, and our fee estimate is based on the rates specified therein. The fee set forth in **Table III-A** is estimated and may change based on clarifications or revisions to the project scope. The estimated fee may also change based on project implementation schedule as our fee schedule is periodically adjusted to accommodate increases in operating costs (typically every January 1).

Please note that our fee estimate for design engineering services is based on the following understandings and assumptions:

1. Krieger & Stewart will provide potholes for six (6) utilities. Our fee for each additional pothole is \$1,200.
2. Krieger & Stewart will coordinate electrical service planning and construction with Southern California Edison (SCE) and will provide all data, including construction drawings required by SCE for the electrical service. The Agency will pay all fees required by SCE.
3. Building permits are not required from the County of Riverside.
4. Agency staff will perform review of the contract documents.
5. An amended Mitigated Negative Declaration will be adequate to comply with CEQA.
6. The Agency will pay for all permits; however, we will provide all data, including construction drawings, for said permits.
7. Reimbursables include plots, copies, postage, delivery, and telephone and are estimated at 5% of the total estimated fee.

B. SCHEDULE

For our preliminary, permitting and design services schedule, final contract documents would be completed 42 weeks after authorization to proceed.

Our proposed project schedule for design engineering services organized by element of service is set forth in **Table III-B**.

With the schedule as shown, there are 294 calendar days to complete the design of the project; however, we have shown three review meetings with Agency staff (initial, 50% complete, and 90% complete). For the 50% and 90% complete review meetings, we have allocated two weeks review for Agency staff; however, as shown in our schedule, in order to complete the project within the specified timeframe, we will continue to work on the project during the Agency's review time.

Krieger & Stewart is committed to completing the project within the schedule shown. In order to meet the schedule, we have assumed the following: that each of the scheduled meetings will be used by Krieger & Stewart and the Agency to review the construction drawings and specifications in detail and at the end of each meeting there will be clear direction or agreement on all outstanding issues to allow Krieger & Stewart to proceed with the submittal for the next review meeting.

**FEE SCHEDULE
2011**

CLASSIFICATION	RATES \$/Hr.
Consulting, Design, Construction, Engineering, Environmental, Geologic, and Surveying Services (Office)	
Consultant	245.00
Principal III	224.00
Principal II	204.00
Principal I	184.00
Senior III	173.00
Senior II	163.00
Senior I	153.00
Associate III	148.00
Associate II	143.00
Associate I	138.00
Staff III	133.00
Staff II	117.00
Staff I	102.00
Technician III	87.00
Technician II	82.00
Technician I	77.00
Forensic Services	
Principal Expert:	
Testimony, Deposition, and Trial Investigation and Preparation	350.00
Investigation and Preparation	250.00
Associate Expert:	
Testimony, Deposition, and Trial Investigation and Preparation	325.00
Investigation and Preparation	225.00
Computer Aided Design Services	
Senior Operator III	117.00
Senior Operator II	111.00
Senior Operator I	105.00
Staff Operator III	100.00
Staff Operator II	91.00
Staff Operator I	86.00
Surveying Services (Field)	
2 Man Crew with Standard Equipment and Survey Truck	265.00
1 Man Crew with Standard Equipment and Survey Truck	230.00
3rd Man on Crew	117.00
Construction Services (Field)	
Engineer	133.00
Inspector	
Regular Time	102.00
Overtime	
Weekdays (8 hours to 12 hours)	123.00
Weekdays (More than 12 hours)	150.00
Saturday (12 hours or less)	123.00
Saturday (More than 12 hours)	150.00
Sunday and Holiday (Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the Day After, Christmas Day)	150.00

**FEE SCHEDULE
2011
(continued)**

CLASSIFICATION	RATES \$/Hr.
Support Services	
Senior Secretary II	81.00
Senior Secretary I	77.00
Staff Secretary II	71.00
Staff Secretary I	63.00
Utility Clerk II	59.00
Utility Clerk I	56.00
Outside Services	
Special Consultants and Purchased Services	Cost + 15%
Reimbursable Expenses	
Vehicle Mileage	0.72 \$/Mile
Travel and Subsistence, including Air Fare, Ground Fare, and Vehicle Parking	Cost
Specialized Rental Equipment	Cost
Copies, Delivery, Postage, Prints, Telephone, and Sundry Charges	Cost

The above rates are subject to change on or about January 1 each year due to salary and cost increases, except for Construction Inspector and Survey Crew rates which are also subject to change if California Department of Industrial Relations issues new prevailing wage determinations during the course of the year. A gasoline surcharge may be included in response to increased prices; no such surcharge will be included on project invoices without prior notification.

TERMS OF PAYMENT:

Unless charge accommodations have been established beforehand, all accounts shall be prepaid. For accounts having charge accommodations, payment in full shall be made within 30 days of date of invoice. Any amount unpaid within said 30 days will be assessed a service charge of 1-1/2% per month (18% annual percentage rate), with a minimum charge of \$1.00. Accounts with a past due balance of 30 days or more are subject, without notice, to credit discontinuance and mechanic's lien or stop notice. If it becomes necessary for Krieger & Stewart to initiate legal proceedings for the collection of any balance due, the action shall be brought and tried in the Judicial Districts wherein Krieger & Stewart offices are located. Client agrees that the court may award reasonable attorney's fees and costs of suit to the prevailing party.

2011-FEES (2/1/2011)

**EXHIBIT I
REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
CABAZON WASTEWATER TREATMENT PLANT
PRELIMINARY DRAWING INDEX**

SHEET NO.	DRAWING NO.	SHEET TITLE
1	G-1	TITLE SHEET, LOCATION AND VICINITY MAPS, AND DRAWING INDEX
2	G-2	OVERALL SITE PLAN
3	G-3	PROCESS SCHEMATIC FLOW DIAGRAM, DESIGN CRITERIA, AND HYDRAULIC PROFILE
4	G-4	CONSTRUCTION NOTES
5	G-5	LEGENDS, SYMBOLS, ABBREVIATIONS, AND SCHEDULES
6	C-1	GRADING PLAN - WEST
7	C-2	GRADING PLAN - EAST
8	C-3	GRADING AND SLUDGE BED SECTIONS, DETAILS, AND STANDARD DETAILS
9	C-4	SITE PIPING AND ELECTRICAL PLAN - WEST
10	C-5	SITE PIPING AND ELECTRICAL PLAN - EAST
11	C-6	8" WATERLINE PLAN AND PROFILE
12	C-7	8" WATERLINE PLAN AND PROFILE
13	M-1	STANDARD PIPE SUPPORT DETAILS
14	M-2	STANDARD MECHANICAL DETAILS
15	M-3	STANDARD MECHANICAL DETAILS
16	M-4	LIFT STATION PLAN, SECTIONS, AND DETAILS
17	M-5	HEADWORKS AND FLOW SPLITTER PLAN, SECTIONS, AND DETAILS
18	M-6	PREFABRICATED TREATMENT MODULE PLAN, SECTION, AND DETAILS
19	M-7	OPERATIONS/EQUIPMENT BUILDING AND GENERATOR PLAN
20	M-8	OPERATIONS/EQUIPMENT BUILDING ROOF PLAN AND SECTION
21	M-9	OPERATIONS/EQUIPMENT BUILDING SECTIONS AND DETAILS
22	M-13	MISCELLANEOUS MECHANICAL DETAILS
23	S-1	STANDARD STRUCTURAL DETAILS
24	S-2	STANDARD STRUCTURAL DETAILS
25	S-3	TYPICAL BUILDING DETAILS
26	S-4	TYPICAL BUILDING DETAILS
27	S-5	LIFT STATION PLANS AND SECTIONS

**EXHIBIT I
REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
CABAZON WASTEWATER TREATMENT PLANT
PRELIMINARY DRAWING INDEX**

SHEET NO.	DRAWING NO.	SHEET TITLE
28	S-6	HEADWORKS AND FLOW SPLITTER PLANS AND SECTIONS
29	S-7	PREFABRICATED TREATMENT MODULE FOUNDATION PLAN AND DETAILS
30	S-8	OPERATIONS/EQUIPMENT BUILDING ELEVATIONS
31	S-9	OPERATIONS/EQUIPMENT BUILDING FOUNDATION PLAN AND SECTIONS
32	S-10	OPERATIONS/EQUIPMENT BUILDING ROOF FRAMING AND ROOF DRAINAGE PLANS, SECTIONS, AND DETAILS
33	E-1	ELECTRICAL SYMBOLS, ABBREVIATIONS, FIXTURE LIST, AND PULL BOX SCHEDULE
34	E-2	STANDARD ELECTRICAL DETAILS
35	E-3	SINGLE LINE DIAGRAM AND PANEL ELEVATIONS
36	E-4	CONDUIT SCHEDULE
37	E-5	PREFABRICATED TREATMENT MODULE ELECTRICAL PLAN
38	E-6	LIFT STATION, HEADWORKS, AND FLOW SPLITTER ELECTRICAL PLANS
39	E-7	OPERATIONS/EQUIPMENT BUILDING AND GENERATOR ELECTRICAL PLANS
40	E-8	OPERATIONS/EQUIPMENT BUILDING LIGHTING PLANS
41	E-9	CONTROL DIAGRAMS
42	E-10	CONTROL DIAGRAMS
43	E-11	RTU INTERCONNECT DIAGRAM

“Attachment A-1”

**FIRST AMENDMENT TO AGREEMENT
FOR CONSULTING SERVICES BY AND BETWEEN
THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
AND KRIEGER & STEWART, INCORPORATED
FOR THE CABAZON SEWER PROJECT**

THIS FIRST AMENDMENT TO THE “Agreement for consulting services between Krieger & Stewart Incorporated and the Redevelopment Agency for the County of Riverside for Consulting Services” (the “Amendment”) is entered into on this 3rd day of October, 2008, by and between the Redevelopment Agency for the County of Riverside, a public body (hereinafter “Agency”), and Krieger & Stewart, Incorporated (hereinafter “Consultant”).

WITNESSETH:

WHEREAS, the parties entered into the original Agreement on June 12, 2007;
and

WHEREAS, the scope of services required for successful completion of the project has been changed; and

WHEREAS, Agency is requesting that the Consultant provide for additional services; and

WHEREAS, the original scope of services required for successful completion of the project provided by Consultant has been expanded due to the need for additional design engineering services and environmental compliance documentation; and

WHEREAS, Consultant shall perform the services described in Attachment “A” (attached hereto) of this Agreement through project completion unless the work program is altered by written amendments pursuant to the provision in Section 4 of the original agreement; and

WHEREAS, the fees for the original agreement were \$315,300; and

WHEREAS, fees for the additional services total \$31,500; and

NOW, THEREFORE, except as specifically modified herein, all other terms and conditions of the Agreement shall remain in full force and effect.

“Attachment A-1”

1 A. Section 1 of the Agreement is hereby amended to read in its
2 entirety as follows:

3 **Section 1. SCOPE OF WORK.** The Consultant shall perform all services and
4 receive bids for the project in accordance with the terms outlined in the June 12, 2007
5 Agreement. Additional services to be performed by the Consultant include additional
6 design engineering services and environmental compliance documentation as
7 described in Attachment "A-1".

8 B. Section 2 of the Agreement is hereby amended in its entirety to
9 read as follows:

10 **Section 2. CONSULTANT'S COMPENSATION AND METHOD OF**
11 **PAYMENT.** Consultant compensation shall be an amount not to exceed Three
12 Hundred Forty Six Thousand and Eight Hundred Dollars (\$346,800). Consultant shall
13 submit monthly invoices to Agency for progress payments based on work completed
14 during the preceding month and actual costs incurred. Payments made prior to the
15 completion of each phase will not exceed the amount allowed in Consultant's cost
16 proposal for the completion of that phase and prior phase, unless a prior written
17 agreement has been obtained. Invoices shall be submitted to the Agency Designated
18 Representative and shall include a Progress Report covering the same period as the
19 submitted invoice. Agency shall reimburse Consultant as promptly as fiscal procedures
20 will permit upon receipt by the Agency Designated Representative of itemized invoices.
21 In the event of errors or omissions in the plans for the Project, Agency shall have the
22 option to require Consultant to perform the necessary engineering services required to
23 correct such errors and omissions without charge to the Agency.

24 C. Section 5 of the Agreement is hereby amended in its entirety to
25 read as follows:

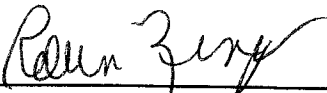
26 **Section 5. TIME OF PERFORMANCE.** Consultant agrees it will diligently and
27 responsibly pursue the performance of the services required of it by this Agreement
28 and will deliver the construction contract documents suitable for bidding within four (4)

“Attachment A-1”


1 months of execution of this amendment to the original Agreement dated June 12, 2007
2 by all parties thereto unless extended upon mutual agreement or due to events beyond
3 the direct control of the Consultant.

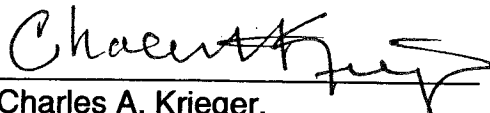
4 **IN WITNESS WHEREOF**, the Consultant and the Agency have executed this
5 Amendment as of the date first above written.

6
7 **REDEVELOPMENT AGENCY**
8 **FOR THE COUNTY OF RIVERSIDE**

9 
10 _____
11 Robin Zimpfer,
12 Executive Director

KRIEGER & STEWART,
INCORPORATED

13 
14 _____
15 Robert A. Krieger,
16 President

17 
18 _____
19 Charles A. Krieger,
20 Secretary

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June 19, 2008
(Revised August 27, 2008)

807-35.1A
683-45.1A

Tony Resendez, DS3 5th District
Redevelopment Agency for the County of Riverside
1325 Spruce Street, Suite 400
Riverside, CA 92507

Subject: Cabazon Water District Trunk Sewer A
Supplemental Engineering Services

Dear Mr. Resendez:

Pursuant to our discussions, we have prepared the attached Exhibit "A" that describes the four components of supplemental engineering services for subject project. We understand that Exhibit "A" will be used in preparation of an amendment to our existing engineering services agreement. A discussion of the background for the supplemental services is set forth below and is intended to assist Agency staff in understanding the contents of Exhibit "A" (it is not intended to accompany Exhibit "A").

1. Preliminary Design Engineering Services Related to Alternative Project Scope

After Krieger & Stewart prepared and submitted preliminary engineering findings addressing alignment alternatives for the proposed Trunk Sewer A installation within the Community of Cabazon (see our September 12, 2007 Preliminary Design Report), the Redevelopment Agency for the County of Riverside (Agency) concluded that modifying the scope of the project might better suit the Community of Cabazon's interest, at least for an interim period.

The original plan was to convey sewage to a District-operated wastewater treatment plant near the intersection of Dolores Avenue and Elm Street (to be constructed by land development interests); however, the Agency identified an alternative to the original plan, which includes constructing an interim sewage lift station and force main. The lift station would pump wastewater via a force main to the Morongo Band of Mission Indians' existing wastewater reclamation facility (north of Interstate 10). It is important to note that the trunk sewer design will be suitable for either the treatment plant or the (interim) lift station. *(Note: We understand that, if this alternative is ultimately pursued, the design of the proposed lift station and force main will be covered under a separate agreement and is therefore not included in this amendment.)*

At the Agency's request, we performed an additional preliminary engineering analysis of alternatives to the original plan. The analysis consisted of office and field engineering and surveying services and included the evaluation of three additional sewer alignment alternatives and project costs, the constructability of connecting the Cabazon Community Center (Community Center, 450 L.F. from Carmen Avenue) and Cabazon Elementary School (Elementary School, 260 L.F. from Carmen Avenue) to the proposed sewer in Carmen Avenue, the minimum sewage contribution necessary for a self-cleaning sewer, and the average daily flows from existing and future developments. In addition, we met with Cabazon Water District (CWD) and the Agency to review our findings. We memorialized our analysis and findings in a memorandum dated April 14, 2008.

Tony Resendez
June 19, 2008
(Revised August 27, 2008)
Page 2

2. Additional Design Engineering Services (Sewer Laterals)

Based upon our additional preliminary engineering analysis described in Item 1 above and as approved by the Agency, we will incorporate sewer laterals to allow the Community Center (450 L.F. from Carmen Avenue) and Elementary School (260 L.F. from Carmen Avenue), which are both currently on septic, to connect to the proposed Trunk Sewer A in Carmen Avenue. We recommend that the construction drawings for the sewer laterals be prepared with the understanding that the proposed sewer lateral connections be installed after Trunk Sewer A is constructed, accepted by CWD, and in operation.

The additional design engineering services we will provide at this time will include records search to obtain copies of as-built drawings and utility information which pertain to the Community Center and Elementary School, preparation of base construction drawings, utility verification (potholing existing sewer laterals outside each building) to confirm the horizontal and vertical location of the existing sewer laterals, and incorporation of the sewer lateral drawings and specifications into the original Contract Documents. Our scope of services for the preparation of the additional construction drawings are discussed in more detail in Exhibit "A" attached.

3. Meeting with and Letter of Intent to Morongo

As requested by the Agency, we attended a meeting on February 27, 2008 with the Agency and the Water Department for Morongo Band of Mission Indians (Morongo) and prepared a draft Letter of Intent to Morongo informing them about subject project. The letter included anticipated sewage flows for their use in determining if their force main and wastewater treatment facility have sufficient capacity for additional wastewater from the community of Cabazon and for determining applicable wastewater treatment fees.

4. Coachella Valley Multiple Species Habitat Conservation Plan Compliance

The project site is located within the area covered by the *Final Recirculated Coachella Valley Multiple Species Habitat Conservation Plan and Natural Community Conservation Plan* (CVMSHCP). Since the Agency is the lead agency and the County of Riverside is signatory to the CVMSHCP, compliance with the CVMSHCP is required.

It is important to note that tasks pertaining to CVMSHCP compliance were not included in our original scope of services due to the uncertainty of CVMSHCP adoption at the time we prepared our proposal (April 2007). At that time, the environmental documents for the CVMSHCP had been recently released (on March 26, 2007) for public review. It was not until September 10, 2007 that the documents were certified and the CVMSHCP was approved by the Coachella Valley Association of Governments (CVAG). The CVMSHCP was subsequently approved by Riverside County Board of Supervisors on October 2, 2007, and by all other permittees by October 17, 2007.

Tony Resendez
June 19, 2008
(Revised August 27, 2008)
Page 3

As of August 5, 2008, according to CVAG, the wildlife agencies have not yet issued final permits for the CVMSHCP; however, issuance of said permits is anticipated within the next couple of months, and it is likely that the CVMSHCP will be fully implemented prior to Project construction.

Krieger & Stewart requested that AMEC Earth & Environmental, Inc. (AMEC) prepare a CVMSHCP Compliance Report setting forth the requirements necessary for this project to comply with the CVMSHCP. AMEC prepared a report titled, *Wastewater Facilities for the Cabazon Water District Coverage Under the Coachella Valley Multiple Species Habitat Conservation Plan*, dated March 12, 2008 (CVMSHCP Compliance Report).

We have included in the draft Initial Study a discussion of the Project's relationship to the CVMSHCP, and Project mitigation measures pertaining to biological resources (which are set forth in the Mitigation Monitoring Program, as part of the draft Mitigated Negative Declaration) and are intended to ensure compliance with the conservation goals of the CVMSHCP.

Again, our scope of supplemental engineering services related to the above issues is summarized in Exhibit "A", and includes services which we have already completed as well as those yet to be completed.

We would appreciate the Agency's consideration in increasing our current fee by \$31,500.00 (from \$315,300.00 to \$346,800.00) as itemized in Exhibit "A" attached. In addition, we would also appreciate the Agency's consideration in extending our contract completion date to November 1, 2008 to account for the supplemental engineering services and for completing work defined by our original agreement.

Again, we are pleased to be considered to provide engineering services to the Agency regarding subject project, and are available to discuss our proposal with you at your convenience.

Sincerely,

KRIEGER & STEWART


Charles A. Krieger

RAN/blt/lgm
807-35P1-PRO ADD SVCS-2

Attachments: Exhibit "A" - Amendment to Design Engineering Services Agreement
2006/2007 Fee Schedule

EXHIBIT "A"

AMENDMENT TO DESIGN ENGINEERING SERVICES AGREEMENT FOR THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE CABAZON WATER DISTRICT TRUNK SEWER A KRIEGER & STEWART, INCORPORATED

Supplemental engineering services consisting of the following:

1. Preliminary Design Engineering Services Related to Alternative Project Scope

Review of three additional sewer alignment alternatives (all terminating at CWD's future wastewater treatment plant site near the intersection of Dolores Avenue and Elm Street). Determination of the constructability (onsite field review and facility drawing review) of connecting the Cabazon Community Center (Community Center, 450 L.F. from Carmen Avenue) and Cabazon Elementary School (Elementary School, 260 L.F. from Carmen Avenue), which are both currently on septic systems, to the proposed sewer in Carmen Avenue. Meeting with developers who have future projects near the proposed sewer project. Determination of the initial sewage flow expected in each sewer alternative from existing development, development after two to three years, and from development at ultimate build-out. Comparison of the minimum sewage contribution necessary for a self-cleaning sewer with the average daily flows expected from existing and future developments.

Preparation of a summary memorandum and related exhibits dated April 14, 2008 describing our findings for the three additional sewer alignment alternatives, including preliminary project costs for each alignment. Attendance at a meeting with the Agency and CWD to review the memorandum and to discuss the preferred alternative.

2. Additional Design Engineering Services

Incorporate sewer laterals to allow the Community Center (450 L.F. from Carmen Avenue) and Elementary School (260 L.F. from Carmen Avenue), which are both currently on septic systems, to connect to the proposed Trunk Sewer A in Carmen Avenue. We recommend that the construction drawings for the sewer laterals be prepared with the understanding that the proposed sewer lateral connections be installed after Trunk Sewer A is constructed, accepted by CWD, and in operation.

The additional design engineering services will include records search, preparation of base construction drawings, utility verification (potholing existing sewer laterals outside each building), and incorporation of the sewer lateral drawings and specifications into the original Contract Documents as follows:

A. Records Search

We will perform additional records search to obtain copies of as-built drawings and utility information which pertain to the Community Center and Elementary School to determine the approximate horizontal and vertical locations of the existing sewer laterals (currently sewer laterals exist from the buildings to existing septic systems).

EXHIBIT "A"

**AMENDMENT TO DESIGN ENGINEERING SERVICES AGREEMENT
FOR THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
CABAZON WATER DISTRICT TRUNK SEWER A
KRIEGER & STEWART, INCORPORATED**

B. Base Construction Drawings

Aero Tech surveys will provide Krieger & Stewart with aerial topographic data in digital AutoCAD format (latest version). We will prepare the base construction drawings for the proposed sewer laterals from the Community Center and Elementary School on 24" x 36" mylar sheets with standard title block. The plan and profile sheets will be prepared at a horizontal scale of 1"=40' and a vertical scale of 1"=4'.

We will add the required signature block, improvements, easements, property lines, public and private rights-of-way, and survey data in order to complete the base construction drawings. After we complete the base construction drawings, our project engineer will field review the general proposed sewer lateral alignments from the Community Center and Elementary School to Carmen Avenue to ensure that all existing conditions are correctly represented.

C. Utility Verification

We will request Underground Service Alert (USA), as well as all utility companies that are not members of USA, locate and mark facilities at the existing sewer laterals outside each building to be excavated to determine the exact horizontal and vertical locations of the existing sewer laterals. We will arrange and conduct a field meeting with all of the affected utility companies to review the proposed pothole locations. We will arrange for SAF-r-DIG to excavate and expose the existing sewer laterals. One of our staff engineers will determine the dimensions and horizontal and vertical locations of each sewer lateral as they are excavated and exposed. For our proposal, we have included one working day to locate and measure two exposed sewer laterals.

D. Contract Documents

We will complete the sewer lateral construction drawings and specifications and incorporate them into the original Contract Documents.

3. Meeting with and Letter of Intent to Morongo

As requested by the Agency, we attended a meeting on February 27, 2008 with the Agency and the Water Department for Morongo Band of Mission Indians (Morongo), and prepared a draft Letter of Intent to Morongo informing them about subject project. The letter included anticipated sewage flows for their use in determining if their force main and wastewater treatment facility have sufficient capacity for additional wastewater from the community of Cabazon and for determining applicable wastewater treatment fees.

EXHIBIT "A"

**AMENDMENT TO DESIGN ENGINEERING SERVICES AGREEMENT
FOR THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
CABAZON WATER DISTRICT TRUNK SEWER A
KRIEGER & STEWART, INCORPORATED**

4. Coachella Valley Multiple Species Habitat Conservation Plan Compliance

The project site is located within an area now covered by the *Final Recirculated Coachella Valley Multiple Species Habitat Conservation Plan and Natural Community Conservation Plan* (CVMSHCP). Since the Agency is the lead agency and the County of Riverside is signatory to the CVMSHCP, compliance with the CVMSHCP is required. Because the Plan was not adopted (and compliance procedures were not established) at the time Krieger & Stewart submitted its original proposal for engineering services (April 2007), fees related to same were not included in the original Scope of Services.

AMEC Earth & Environmental, Inc. (AMEC) has prepared a CVMSHCP Compliance Report setting forth the requirements necessary for this project to comply with the CVMSHCP. We have incorporated the CVMSHCP Compliance Report into the draft Initial Study and Draft Mitigated Negative Declaration and Mitigation Monitoring Program.

EXHIBIT "A"

**AMENDMENT TO DESIGN ENGINEERING SERVICES AGREEMENT
FOR THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
CABAZON WATER DISTRICT TRUNK SEWER A
KRIEGER & STEWART, INCORPORATED**

Our estimated fee to provide supplemental engineering services for this project as described above is \$31,500 in accordance with our 2006/2007 fee schedule (copy attached) and as shown below.

<u>Component</u>	<u>Total</u>
1. Preliminary Design Engineering Services Related to Alternative Project Scope	\$9,500
2. Additional Design Engineering Services (Sewer Laterals)	
A. Records Search	\$1,500
B. Preparation of Base Construction Drawings (including Outside Aerial Mapping Services)	\$6,500
C. Utility Verification (Potholing 2 Locations, including Construction Contractor Services)	\$4,500
D. Contract Documents	\$1,500
Item 2 Subtotal	\$14,000
3. Meeting with and Draft Letter of Intent to Morongo	\$2,800
4. CVMSHCP Compliance (including Outside Biological Consulting Services)	<u>\$4,700</u>
Subtotal	\$31,000
Reimbursables (estimated)	<u>\$500</u>
Total Supplemental Engineering Services	\$31,500

RAN/blt
807-35P1-PRO ADD SVCS-2

FEE SCHEDULE
2008/2009

CLASSIFICATION	RATES \$/Hr.
Engineering / Environmental / Geologic / Surveying Services	
Consultant.....	233.00
Manager.....	213.00
Principal.....	173.00
Senior.....	154.00
Associate.....	139.00
Staff I.....	123.00
Staff II.....	110.00
Staff III.....	96.00
Technician.....	76.00
Forensic Services	
Senior Expert: Testimony.....	345.00
Investigation.....	240.00
Associate Expert: Testimony.....	285.00
Investigation.....	205.00
Computer Aided Design Services	
Senior Operator I.....	111.00
Senior Operator II.....	105.00
Senior Operator III.....	99.00
Staff Operator I.....	94.00
Staff Operator II.....	86.00
Staff Operator III.....	81.00
Surveying Services (Field)	
2 Man Crew with Survey Truck (including mileage) and Global Positioning System Equipment.....	295.00
2 Man Crew with Survey Truck (including mileage) and Standard Equipment or	
1 Man Crew with Global Positioning System Equipment.....	250.00
Construction Services	
Construction Engineer.....	125.00
Construction Inspector	
Regular Time.....	97.00
Overtime	
Weekdays (8 hours to 12 hours).....	121.00
Weekdays (More than 12 hours).....	147.00
Saturday (12 hours or less).....	121.00
Saturday (More than 12 hours).....	147.00
Sunday and Holiday.....	147.00
(Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the Day After, Christmas Day)	
Support Services	
Senior Secretary.....	76.00
Staff Secretary I.....	67.00
Staff Secretary II.....	60.00
Utility Technician.....	56.00
Utility Clerk.....	53.00
Outside Services	
Special Consultants and Purchased Services.....	Cost + 15%

FEE SCHEDULE
2008/2009
(continued)

Reimbursable Expenses

Vehicle Mileage (excluding survey trucks).....	0.72 \$/Mile
Air Fare, Ground Fare, Parking, and Subsistence.....	Cost
Copies, Prints, Telephone, Delivery, and Sundry Charges.....	Cost

The above rates are subject to change on or about July 1 each year due to salary and cost increases, except for Construction Inspector and Survey Crew rates which are also subject to change if California Department of Industrial Relations issues new prevailing wage determinations during the course of the year. A gasoline surcharge may be included in response to increased prices; no such surcharge will be included on project invoices without prior notification.

TERMS OF PAYMENT:

Unless charge accommodations have been established beforehand, all accounts shall be prepaid. For accounts having charge accommodations, payment in full shall be made within 30 days of date of invoice. Any amount unpaid within said 30 days will be assessed a service charge of 1-1/2% per month (18% annual percentage rate), with a minimum charge of \$1.00. Accounts with a past due balance of 30 days or more are subject, without notice, to credit discontinuance and mechanic's lien or stop notice. If it becomes necessary for Krieger & Stewart to initiate legal proceedings for the collection of any balance due, the action shall be brought and tried in the Judicial Districts wherein Krieger & Stewart offices are located. Client agrees that the court may award reasonable attorney's fees and costs of suit to the prevailing party.

2009-FEES-PW (6/10/2008)

1 **AGREEMENT FOR CONSULTING SERVICES**
2 **BY AND BETWEEN**
3 **KRIEGER & STEWART, INCORPORATED**
4 **AND THE**
5 **REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**
6 **FOR DESIGN ENGINEERING SERVICES**
7 **FOR THE CABAZON SEWER PROJECT**

8 **THIS AGREEMENT**, is made and entered into this 6th day of JUNE 2007 by and
9 between the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public body
10 corporate politic in the State of California (hereinafter "AGENCY"), and KRIEGER & STEWART,
11 INCORPORATED (hereinafter "CONSULTANT").

12 **RECITALS**

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

17 **WHEREAS**, the AGENCY has adopted, by Ordinance No. 676, on July 11, 1989, a
18 redevelopment plan for an area within the county identified as the Mid-County Redevelopment
19 Project Area (hereinafter referred to as "PROJECT AREA"); and

20 **WHEREAS**, the Mid-County Redevelopment Plan (hereinafter referred to as "PLAN")
21 was adopted in order to eliminate blight and revitalize the substandard physical and economic
22 conditions that exist within the PROJECT AREA; and

23 **WHEREAS**, AGENCY has determined a substantial need for public infrastructure
24 improvements to inadequate and dilapidated commercial facilities, roads, sidewalks, curbs and
25 gutters, water systems, drainage and other public facilities, to preserve the public health, safety,
26 and welfare within the PROJECT AREA; and

27 **WHEREAS**, Section 33445 of the California Health and Safety Code provides that a
28 redevelopment agency may pay all or part of the cost of the construction of any building, facility,
structure or other improvement which is to be publicly owned and is located within or outside of
a redevelopment project area upon making certain findings; and

1 **2. COMPENSATION AND METHOD OF PAYMENT. CONSULTANT**

2 compensation shall be an amount not to exceed Three Hundred Fifteen Thousand, Three
3 Hundred Dollars (\$315,300). CONSULTANT shall submit monthly invoices to AGENCY for
4 progress payments based on work completed during the preceding month and actual costs
5 incurred. Payments made prior to the completion of each phase will not exceed the amount
6 allowed in CONSULTANT's cost proposal for the completion of that phase and prior phases,
7 unless a prior written agreement has been obtained. Invoices shall be submitted to the
8 AGENCY Designated Representative and shall include a Progress Report covering the same
9 period as the submitted invoice. AGENCY shall reimburse CONSULTANT as promptly as fiscal
10 procedures will permit upon receipt by the AGENCY Designated Representative of itemized
11 invoices. In the event of errors or omissions in the plans for PROJECT, AGENCY shall have
12 the option to require CONSULTANT to perform the necessary engineering services required to
13 correct such errors and omissions without charge to the AGENCY.

14 **3. LABOR CODE AND PREVAILING WAGES. Certain Classifications of Labor**

15 under this contract may be subject to prevailing wage requirements. It is anticipated that survey
16 and/or soils testing work will or may be performed which classifications are subject to payment
17 of prevailing wage when performed as pre-construction activities on a public works project.

18 A. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code
19 (commencing with Section 1720). By this reference said Chapter 1 is
20 incorporated herein with like effect as if it were here set forth in full. The parties
21 recognize that said Chapter 1 deals, among other things with discrimination,
22 penalties and forfeitures, their disposition and enforcement, wages, working
23 hours, and securing worker's compensation insurance and directly effect the
24 method of prosecution of the work by Consultant and subject it under certain
25 conditions to penalties and forfeitures. Execution of the Agreement by the
26 parties constitutes their agreement to abide by said Chapter 1, their stipulation as
27 to all matters which they are required to stipulate as to by the provisions of said
28 Chapter 1, constitutes Consultant's certification that he is aware of the provisions

1 of said Chapter 1 and will comply with them and further constitutes Consultant's
2 certification as follows: "I am aware of the provisions of Section 3700 of the
3 California Labor Code which require every employer to be insured against liability
4 for worker's compensation or to undertake self-insurance in accordance with the
5 provisions of that Code, and I will comply with such provisions before
6 commencing the performance of the work of this contract."

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

15 4. **AMENDMENTS TO WORK PROGRAM.** AGENCY's Executive Director is
16 authorized to approve and execute changes to the Agreement. Such changes shall be mutually
17 agreed upon by and between the Executive Director and CONSULTANT and shall be
18 incorporated in written amendments to this Agreement. No payment will be made for any
19 additional work performed prior to AGENCY approval of the amendment.

20 5. **TIME OF PERFORMANCE.** CONSULTANT shall commence and complete
21 performance of services described in Attachment "A" within one (1) year of execution of this
22 Agreement by AGENCY and agrees that it will diligently and responsibly pursue the
23 performance of the services required of it by this Agreement. CONSULTANT will perform the
24 services on Attachment "A" through PROJECT completion unless the work program is altered
25 by written amendments pursuant to the provisions in Section 4, Amendments to the Work. Any
26 delay in providing PROJECT services required by this Agreement occasioned by causes
27 beyond the control and not due to the fault or negligence of CONSULTANT shall be the reason
28 for granting an extension of time for the completion of the aforesaid work. When such delay

1 occurs, CONSULTANT shall promptly notify AGENCY in writing of the cause and of the extent
2 of the delay whereupon AGENCY shall ascertain the facts and the extent of the delay and grant
3 an extension of time for the completion of the work when findings of fact justify such an
4 extension of time.

5 **6. COOPERATION BY AGENCY.** All existing information, data, reports, records,
6 and maps available to AGENCY and necessary for carrying out the work described, shall be
7 furnished to CONSULTANT without charge by AGENCY. AGENCY shall cooperate with
8 CONSULTANT as appropriate to facilitate, without undue delay, the work to be performed under
9 this Agreement.

10 **7. DESIGNATED REPRESENTATIVES.** The following individuals are hereby
11 designated as representatives of the AGENCY and CONSULTANT respectively to act as liaison
12 between the parties:

13 **AGENCY:** Tony Resendez, Project Manager
14 Riverside County Economic Development Agency
15 1325 Spruce Street, Ste. 400, Riverside, CA 92507
16 Phone: (951) 955-8916; Fax: (951) 955-6686

17 **CONSULTANT:** Charles A. Krieger
18 Krieger & Stewart, Incorporated
19 3602 University Ave.
 Riverside, CA 92501
 Phone: (951) 684-6900; Fax: (951) 684-6986

20 Any change in Designated Representatives shall be promptly reported to the other party
21 in order to ensure proper coordination of the PROJECT.

22 **8. OWNERSHIP OF DOCUMENTS.** The AGENCY acknowledges that the
23 CONSULTANT's reports, drawings, specifications, field data, field notes, laboratory test data,
24 calculations, estimates and other similar documents are instruments of professional service, not
25 products. Although ownership of such documents normally is retained by the CONSULTANT,
26 they nonetheless shall in this instance become upon their creation the property of the AGENCY
27 whether the PROJECT is constructed or not. The CONSULTANT may however retain the
28 copyright to such documents. The AGENCY may use the design documents and the designs

1 depicted in them, without the CONSULTANT's consent, in connection with the PROJECT, or
2 other AGENCY or COUNTY projects, including, without limitation, future additions, alterations,
3 connections, repairs, information, reference, use or occupancy of the PROJECT. Any reuse of
4 the documents by AGENCY or COUNTY without the written consent of the CONSULTANT shall
5 be at AGENCY's or COUNTY's sole risk and without liability or legal exposure to the
6 CONSULTANT, and AGENCY or COUNTY shall indemnify, defend and hold the CONSULTANT
7 harmless from any claims or losses arising out of such use of the design documents by the
8 AGENCY or COUNTY.

9 **9. PERSONNEL AND ASSIGNMENT.** CONSULTANT represents that it has all
10 personnel required to perform the services under this Agreement or will subcontract for
11 necessary services. CONSULTANT's personnel shall not be employed by, nor have any direct
12 contractual relationship with AGENCY. All services required hereunder shall be performed by
13 CONSULTANT, its employees, or personnel under direct contract with CONSULTANT or
14 subcontractors, it being specifically provided, however, that CONSULTANT shall not assign or
15 subcontract the performance of this Agreement nor any part thereof without the prior, written
16 consent of AGENCY. No such subcontract shall terminate or alter the responsibilities of
17 CONSULTANT to AGENCY pursuant to this Agreement.

18 **10. NON-DISCRIMINATION REQUIREMENTS.** CONSULTANT shall ensure that
19 there shall be no discrimination against or segregation of any person, or group of persons, on
20 account of sex, marital status, race, religion, color, creed, national origin or ancestry in the
21 performance of this Agreement and that CONSULTANT, Contractor, or any person claiming
22 under or through AGENCY shall not establish or permit any such practice or practices of
23 discrimination or segregation.

24 **11. LEGAL REVIEWS.** AGENCY may, in its sole and exclusive discretion,
25 conduct reviews to determine the legal sufficiency of any and all documents prepared by
26 CONSULTANT, by or through AGENCY Counsel.

27 **12. GOVERNING LAW; JURISDICTION.** This Agreement shall be governed by and
28 construed in accordance with the laws of the State of California. The Parties agree that this

1 Agreement has been entered into at Riverside, California, and that any legal action related to
2 the interpretation or performance of the Agreement shall be filed in the Superior Court for the
3 State of California, in Riverside, California.

4 **13. ATTORNEY'S FEES.** In the event of any litigation or arbitration between
5 AGENCY and CONSULTANT to enforce any of the provisions of this Agreement or any right of
6 either party hereto, the unsuccessful party to such litigation or arbitration agrees to pay the
7 prevailing party all costs and expenses, including reasonable attorneys' fees, incurred therein by
8 the prevailing party, all of which shall be included in and as a part of the judgment rendered in
9 such litigation or arbitration.

10 **14. AUTHORITY OF CONSULTANT.** CONSULTANT and its agents, servants,
11 employees and subcontractors shall act at all times in an independent capacity during the term
12 of this Agreement, and shall not act as, and shall not be, nor shall they in any manner be
13 construed to be, agents, officers or employees of AGENCY and COUNTY, and further,
14 CONSULTANT, its agents, servants, employees and subcontractors, shall not in any manner
15 incur or have the power to incur any debt, obligation, or liability against AGENCY and COUNTY.

16 **15. NOTIFICATIONS.** All notices hereunder and communications regarding
17 interpretation of the terms of this Agreement and changes thereto shall be effected by the
18 mailing thereof by registered or certified mail, return receipt requested, postage prepaid and
19 addressed to the attention of the CONSULTANT's Designated Representative or the AGENCY's
20 Designated Representative at the respective addresses provided in Section 7, Designated
21 Representatives.

22 **16. PERFORMANCE PERIOD.** CONSULTANT is advised that any recommendation
23 for agreement award is not binding on AGENCY until the proposed contract is approved by
24 AGENCY, and the Agreement is fully executed and approved by AGENCY. When AGENCY
25 determines that CONSULTANT has satisfactorily completed the PROJECT services, AGENCY
26 shall give CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall not incur
27 any further costs hereunder unless so specified in the Notice of Final Acceptance.
28 CONSULTANT may request a Notice of Final Acceptance determination when, in its opinion, it

1 has satisfactorily completed all covenants as stipulated in this Agreement.

2 **17. REPORTING PROGRESS.** As part of the monthly invoice CONSULTANT shall
3 submit a progress report. Progress Reports shall indicate the progress achieved during the
4 previous month in relation to the Scope of Services. Submission of such progress report by
5 CONSULTANT shall be a condition precedent to receipt of payment from AGENCY for each
6 monthly invoice submitted. To ensure understanding and performance of the Agreement
7 objectives, meetings between AGENCY and CONSULTANT shall be held as often as deemed
8 reasonably necessary. All work objectives, CONSULTANT's work schedule, the terms of this
9 Agreement and any other related issues will be discussed and/or resolved. CONSULTANT
10 shall keep minutes of meetings and distribute copies of minutes as appropriate.

11 **18. DISPUTES.** In the event CONSULTANT considers any work demanded of him to
12 be outside the requirements of this Agreement, or if he considers any order, instruction, or
13 decision of AGENCY to be unfair, he shall promptly upon receipt of such order, instruction or
14 decision, ask in writing for a written confirmation of the same and upon receipt of written
15 confirmation by AGENCY Designated Representative he shall proceed without delay to perform
16 the work or to conform to the written order, instruction, or decision. In the event CONSULTANT
17 finds such written order, instruction, or decision unsatisfactory, he shall within 20 days after
18 receipt of same, file a written protest with AGENCY Designated Representative stating clearly
19 and in detail his objections and reasons therefore. Except for such protests or objections as are
20 made of record in the manner specified and within the time stated herein, and except for such
21 instances where the basis of a protest could not reasonably have been foreseen by
22 CONSULTANT within the time limit specified for protest, CONSULTANT hereby waives all
23 grounds for protests or objections to the orders, instruction, or decisions of AGENCY and
24 hereby agrees that, as to all matters not included in such protests, the orders, instructions and
25 decisions of AGENCY will be limited to matters properly falling within AGENCY's authority.
26 Neither the pendency of a dispute nor its consideration by arbitration will excuse CONSULTANT
27 from full and timely performance nor excuse AGENCY from payment in accordance with the
28 terms of this Agreement. AGENCY's findings of fact shall be final and conclusive to the parties

1 hereto. However, this is not intended to deny CONSULTANT its civil legal remedies in the
2 event of a dispute.

3 **19. TERM AND TERMINATION.** The term of this Agreement shall be two (2) years
4 from the date of execution. This Agreement may be terminated by AGENCY for any reason
5 (with or without cause) upon giving fourteen (14) days written notice to CONSULTANT.
6 AGENCY may terminate the Agreement immediately when: (1) it is determined by AGENCY
7 that CONSULTANT activities are resulting in or may result in discredit to AGENCY; or (2)
8 CONSULTANT has breached a material provision of this Agreement. In the event of
9 termination, AGENCY may proceed with the work in any manner it deems to be proper and in
10 the best interests of AGENCY.

11 Either party may terminate this Agreement upon thirty (30) days written notice to the
12 other. In the event of such termination, CONSULTANT shall be compensated for all services
13 performed and expenses incurred to the date of notice of termination as described in a written
14 report to AGENCY prepared by CONSULTANT. Upon termination, CONSULTANT shall submit
15 to AGENCY all materials and reports (including any uncompleted reports or unfinished work).
16 Such compensation shall be paid within thirty (30) days of termination.

17 **20. NOTICES OF TERMINATION.** Notice of termination by AGENCY to
18 CONSULTANT shall be deemed delivered if sent by certified mail, return receipt requested, to:
19 Charles A. Krieger, Krieger & Stewart, Inc., 3602 University Ave., Riverside, CA 92501. Notice
20 by CONSULTANT to AGENCY shall be deemed delivered if sent by certified mail, return receipt
21 requested, to: Tony Resendez, Project Manager, Redevelopment Agency for the County of
22 Riverside, 1325 Spruce Street, Ste. 400, Riverside, CA 92507.

23 **21. CONFLICT OF INTEREST.** CONSULTANT represents and agrees that
24 CONSULTANT has not employed any person to solicit or procure this Agreement, and has not
25 made, and will not make, any payment or any agreement for the payment of any commission,
26 percentage, brokerage, contingent fees, or other compensation in connection with the
27 procurement of this Agreement.

28 **22. INDEPENDENT CONSULTANT.** It is understood and agreed that

1 CONSULTANT is an independent contractor and that no relationship of employer-employee
2 exists between the parties hereto. CONSULTANT shall not be entitled to any benefits payable
3 to employees of AGENCY including County Workers' Compensation Benefits. It is further
4 understood and agreed by the parties hereto that CONSULTANT in the performance of its
5 obligation hereunder is subject to the control or direction of AGENCY merely as to the result to
6 be accomplished by the services hereunder agreed to be rendered and performed and not as to
7 the means and methods of accomplishing the results. CONSULTANT, its employees and
8 agents shall maintain professional licenses required by the laws of the State of California at all
9 times while performing services under the Agreement.

10 **23. LIABILITY.** CONSULTANT has total responsibility for the accuracy and
11 completeness of all data, plans, specifications and estimates prepared for this PROJECT and
12 shall check all such material accordingly. Although the data and plans will be reviewed by
13 AGENCY, the responsibility for accuracy and completeness of such items remains solely that of
14 CONSULTANT.

15 The plans, designs, estimates, calculations, reports and other documents furnished in
16 accordance with the Scope of Services shall meet the criteria for acceptance and be a product
17 of neat appearance, well organized, technically and grammatically correct, checked, and having
18 the preparer and checker identified.

19 The minimum standard of appearance, organization and contents of the drawing shall be
20 of similar types produced by AGENCY consultants. The page identifying preparers of
21 engineering reports, the title sheet for specifications and each sheet of plans, shall bear the
22 professional seal, certificate number, registration classification, expiration date of the certificate,
23 and signature of the professional engineer(s) responsible for their preparation. AGENCY and
24 CONSULTANT agree that final plans, drawings or other work products prepared by
25 CONSULTANT are for the exclusive use of AGENCY and will be used by AGENCY for the
26 project for which they were specifically designed.

27 CONSULTANT acknowledges that the plans, drawings or other PROJECT work
28 products may be used by AGENCY for the PROJECT regardless of any disputes that may

1 develop between CONSULTANT and AGENCY.

2 **24. IDEMNITY AND HOLD HARMLESS.** The CONSULTANT agrees to and shall
3 indemnify and hold harmless the County of Riverside, its Agencies, Districts, Departments and
4 Special Districts, their respective directors, officers, Board of Supervisors, elected and
5 appointed officials, employees, agents and representatives (hereinafter individually and
6 collectively referred to as "Indemnitees") from:

7 A. All liability, including, but not limited to loss, suits, claims, demands,
8 actions, or proceedings to the extent caused by any alleged or actual negligence, recklessness
9 willful misconduct, error or omission of CONSULTANT, its directors, officers, partners,
10 employees, agents or representatives or any person or organization for whom CONSULTANT is
11 responsible, arising out of or from the performance of professional services under this
12 Agreement; and

13 B. All liability, including but not limited to, loss, suits, damage, claims and
14 demands, based upon any alleged or actual act, error, omission, or occurrence of
15 CONSULTANT, its directors, officers, partners, employees, agents or representatives or any
16 person or organization for whom CONSULTANT is responsible, arising out of, in connection
17 with, resulting from conditions created by CONSULTANT, or caused by the CONSULTANT's
18 performance or failure of performance of any work or services, other than professional services
19 covered under Section 'A' above, under this Agreement.

20 As respects each and every indemnification herein CONSULTANT shall defend and pay,
21 at its sole expense, all costs and fees including but not limited to attorney fees, cost of
22 investigation, and defense and settlements or awards against the Indemnitees.

23 With respect to any action or claim subject to indemnification herein by CONSULTANT,
24 CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and
25 shall have the right to adjust, settle, or compromise any such action or claim without the prior
26 consent of COUNTY; provided, however, that any such adjustment, settlement or compromise
27 in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Idemnitees
28 as set forth herein.

1 CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has
2 provided to Indemnitees the appropriate form of dismissal relieving Indemnitees from any
3 liability for the action or claim involved.

4 The specified insurance limits required in this Agreement shall in no way limit or
5 circumscribe CONSULTANT's obligations to indemnify and hold harmless indemnify from third
6 party claims.

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

10 **25. INSURANCE.** CONSULTANT shall, during the term of this Agreement:

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

16 B. If vehicles or mobile equipment are used in the performance of the
17 obligations under this Agreement, then CONSULTANT shall maintain liability insurance for all
18 owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per
19 occurrence combined single limit. If such insurance contains a general aggregate limit, it shall
20 apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy
21 shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments,
22 their respective directors, officers, Board of Supervisors, employees, elected or appointed
23 officials, agents or representatives as Additional Insureds.

24 C. Commercial General Liability Insurance coverage, including but not
25 limited to, premises liability, contractual liability, completed operations, personal and advertising
26 injury covering claims which may arise from or out of CONSULTANT's performance of its
27 obligations hereunder. Policy shall name by endorsement all Agencies, Special Districts and
28 Departments of the County of Riverside, their respective Directors, and Officers, Board of

1 Supervisors, employees, agents, elected and appointed officials and subcontractors as
2 Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence
3 combined single limit. If such insurance contains a general aggregate limit, it shall apply
4 separately to this agreement or be no less than two (2) times the occurrence limit.

5 D. Professional Liability: CONSULTANT shall obtain and maintain
6 professional liability insurance providing coverage for performance of work included within this
7 Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000
8 annual aggregate. If CONSULTANT's Professional Liability Insurance is written on a claims-
9 made basis rather than an occurrence basis, such insurance shall continue through the term of
10 this Agreement. Upon termination of this Agreement or the expiration or cancellation of the
11 claims-made insurance policy, CONSULTANT shall purchase at his sole expense either 1) an
12 Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage
13 from a new insurer with a retroactive date back 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 under
16 items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this
17 Agreement.

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

23 F. The CONSULTANT's insurance carrier(s) must declare its insurance self-
24 insured retentions. If such self-insured retentions exceed \$500,000 per occurrence retentions
25 shall have the prior written consent of the County Risk Manager before the commencement of
26 operations under this Agreement. Upon notification of self-insured retentions which are deemed
27 unacceptable to the AGENCY, at the election of the County's Risk Manager, CONSULTANT's
28 carriers shall either: 1) reduce or eliminate such self-insured retentions as respects this

1 Agreement with the AGENCY; or, 2) procure a bond which guarantees payment of losses and
2 related investigations, claims administration, defense costs and expenses.

3 G. The CONSULTANT shall cause their insurance carrier(s) to furnish the
4 AGENCY with 1) a properly executed original Certificate(s) of Insurance and certified original
5 copies of Endorsement effecting coverage as required herein; or, 2) if requested to do so orally
6 or in writing by the County Risk Manager, provide original Certified copies of policies including
7 all Endorsements and all attachments thereto, showing such insurance is in full force and effect.
8 Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance
9 carrier(s) shall provide no less than thirty (30) days written notice given to the AGENCY prior to
10 any material modification or cancellation of such insurance. In the event of a material
11 modification or cancellation of coverage, this Agreement shall terminate forthwith, unless the
12 AGENCY receives, prior to such effective date, another properly executed original Certificate of
13 Insurance and original copies of endorsements or certified original policies, including all
14 endorsements and attachments thereto evidencing coverages and the insurance required
15 herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its
16 behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
17 **CONSULTANT shall not commence operations until the AGENCY has been furnished**
18 **original Certificate(s) of Insurance and certified original copies of endorsements or**
19 **policies of insurance including all endorsements and any and all other attachments as**
20 **required in this Section.**

21 H. It is understood and agreed by the parties hereto and the
22 CONSULTANT's insurance company(s), that the Certificate(s) of Insurance and policies shall so
23 covenant and shall be construed as primary insurance, and the AGENCY's insurance and/or
24 deductibles and/or self-insured retentions or self-insured programs shall not be construed as
25 contributory.

26 I. If, during the term of this Agreement or any extension thereof, there is a
27 material change in the scope of services or performance of work, the Risk Manager of the
28 County of Riverside reserves the right to adjust the types of insurance required under this


1 Agreement and the monetary limits of liability for the insurance coverages required herein, if, in
2 the County Risk Manager's reasonable judgment, the amount or type of insurance carried by
3 the CONSULTANT has become inadequate.

4 J. Contractor shall pass down the insurance obligations contained herein to
5 all tiers of subcontractors working under this Agreement.

6 **26. ENTIRE AGREEMENT.** This Agreement is intended by the Parties hereto as a
7 final expression of their understanding with respect to the subject matter hereof and as a
8 complete and exclusive statement of the terms and conditions thereof and supersedes any and
9 all prior and contemporaneous agreements and understandings, oral or written, in connection
10 therewith. Any amounts to or clarification necessary to this Agreement shall be in writing and
11 acknowledged by all parties to the Agreement. This Agreement may be changed or modified
12 only upon the written consent of the Parties.

13 **IN WITNESS WHEREOF,** the AGENCY and CONSULTANT have executed this
14 Agreement as of the date first above written.

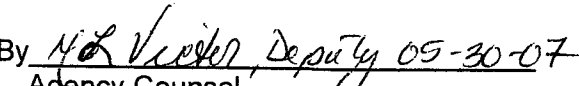
15 **REDEVELOPMENT AGENCY FOR**
16 **THE COUNTY OF RIVERSIDE**

17 
18 _____
19 JOHN TAVAGLIONE
Chairman, Board of Directors

KRIEGER & STEWART,
INCORPORATED


20 
21 _____
22 ROBERT A. KRIEGER
23 President

24 **APPROVED AS TO FORM:**

25 By 
26 _____
27 Agency Counsel


28 _____
29 CHARLES A. KRIEGER
30 Secretary

31 **ATTEST: NANCY ROMERO**
32 Clerk of the Board

33 By 
34 _____
35 Deputy



INCORPORATED • ENGINEERING CONSULTANTS

3602 University Ave • Riverside, CA 92501 • Tel 951-684-6900 • Fax 951-684-6986

April 11, 2007

RECEIVED

807-35.1

683-45.1

APR 11 2007

ECONOMIC DEVELOPMENT AGENCY

Redevelopment Agency for the County of Riverside
1151 Spruce Street
Riverside, CA 92507

Attention: Andy Frost, 5th District Regional Manager

Subject: Design Engineering Services Proposal for
Cabazon Water District Trunk Sewer "A"

Ladies and Gentlemen:

We appreciate the opportunity to submit the attached proposal to provide design engineering services to the Redevelopment Agency for the County of Riverside (RCRA) regarding design of subject project. Our project team will also include: AMEC Earth & Environmental, who will provide all biological resources assessments; CRM Tech, who will provide all cultural resources assessments; John R. Byerly, Inc., who will provide all required geotechnical services; Aero Tech Surveys, who will provide aerial photogrammetry services; and SAF-r-DIG Utility Surveys, Inc., who will provide utility verification services.

We understand that the purpose of the proposed project is to provide sewer service to a portion of the Community of Cabazon by constructing a new gravity sewer main to connect to a proposed future wastewater treatment plant. Specific improvements to be constructed consist of approximately 6,500± linear feet (L.F.) of 12" and 3,300± L.F. of 15" diameter sewer main. We have prepared Figure 1 (included at the back of Section I, Project Approach and Scope of Services) to depict the preliminary alignment (Trunk Sewer "A") of the proposed gravity sewer main.

Our services will be divided into two phases: Phase I - Preliminary Design Engineering Services and Phase II - Final Design Engineering Services. As part of Phase I, we are proposing to perform a review of the proposed alignment to identify potential right-of-way, permitting, and environmental issues. In addition, biological and cultural resources investigations will be performed. We will prepare a design memorandum summarizing our findings. After RCRA has reviewed said memorandum and approved the proposed alignment, we will begin Phase II - Final Design Engineering Services.

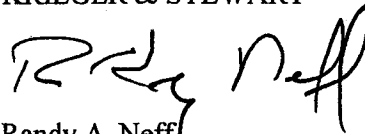
As a result of our extensive public works engineering experience, we have a thorough understanding of the project's requirements and are prepared to begin providing services immediately upon receipt of notice to proceed. Krieger & Stewart has no conflict of interest (personnel or organizational) pertaining to subject project. The firm maintains the following insurance coverages: professional liability insurance with coverage of \$2,000,000; general, automobile, excess, and employer's liability insurance with coverage of \$1,000,000 under each policy; and workers' compensation insurance meeting statutory requirements.

Andy Frost
April 11, 2007
Page 2

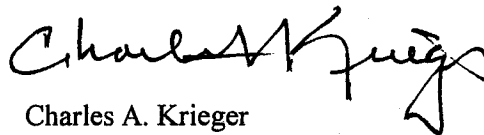
Again, we are pleased to be considered for participation in subject project, and are prepared to discuss our proposal with you at your convenience; we look forward to that opportunity.

Sincerely,

KRIEGER & STEWART



Randy A. Neff



Charles A. Krieger

RAN/jmw
807-35P1-PRO-TRUNK A

Enclosure: Proposal (3)

SECTION I
PROJECT APPROACH AND SCOPE OF SERVICES

A. GENERAL

All engineering services required for the proposed project will be provided through Krieger & Stewart's office in downtown Riverside. All review meetings involving the Redevelopment Agency for the County of Riverside (RCRA) staff (together with Cabazon Water District (CWD), as necessary) will be conducted at RCRA's offices in Riverside, unless we are instructed otherwise.

We will make a priority of communicating frequently with RCRA and CWD while providing engineering services, thereby ensuring that each project component meets RCRA's and CWD's needs and requirements. As such, the members of our project team who will be responsible for each component of the project will be available throughout the duration of the project, will attend scheduled meetings, and will confer with RCRA's and CWD's project managers at least weekly to keep him or her apprised of project progress.

The basic elements of our services will include: preliminary design engineering review, meetings with RCRA/CWD staff, preliminary design, records search, preparation of CEQA documents, design survey, base construction drawing preparation, preparation of the draft Contract Documents, preparation of construction easements, and preparation of the final Contract Documents.

We propose to conduct a preliminary design engineering review to identify right-of-way, permitting, and biological and cultural issues concerning the primary alignment and provide recommendations regarding said alignment. After the primary alignment is confirmed, we will begin the detailed records search, design survey, and base construction drawing preparation to establish the specific alignment along the primary corridor. Preparation of the preliminary Construction Drawings and Specifications will occur after RCRA's and CWD's approval of the specific alignment and after utility verifications. Preparation of the final Construction Drawings and Specifications will occur after RCRA's and CWD's approval of the preliminary Construction Drawings and Specifications and after the CEQA process is complete.

At least five formal meetings will be scheduled with RCRA/CWD staff over the course of project design. The first meeting will be conducted prior to commencing the project, the second will occur after the preliminary design engineering review is complete, the third meeting will occur after the specific alignment is selected (50% complete Contract Documents), the fourth will occur after base Construction Drawings and preliminary design are complete (95% complete Contract Documents), and the fifth will occur after the Contract Documents are ready for signatures.

Our proposed engineering services are divided into two phases; Phase I - Preliminary Design Engineering Services and Phase II - Final Design Engineering Services. Each phase is described in further detail below.

B. PHASE I - PRELIMINARY DESIGN ENGINEERING SERVICES

The purpose of the preliminary design engineering is to identify right-of-way, permitting, and environmental issues concerning the primary alignment corridor. We will provide recommendations to ensure design and construction of the project proceeds without unforeseen delays.

Because the primary alignment corridor is for the most part across undisturbed land (easterly prolongation of Dolores Avenue), issues as mentioned above may have an adverse affect with regard to design and construction schedules and project cost.

If major issues become apparent during our preliminary design engineering review, then we will make recommendations for an alternative alignment.

Our preliminary design engineering services will include the following:

1. Initial Meeting
2. Right-of-Way Assessment
3. Preliminary Permit Requirements
4. Preliminary Biological and Cultural Resources Assessments
5. Preliminary Design Memorandum
6. Preliminary Design Review Meeting

Each component is discussed in greater detail below.

1. Initial Meeting

We will meet with RCRA/CWD staff to discuss the proposed project, including design criteria, prior to commencing our services and to obtain any information that CWD has available regarding the project. We will also review our schedule and project approach.

2. Right-of-Way Assessment

It is important to understand the existing right-of-way early in project design to prevent unnecessary design costs and construction delays. A preliminary records search will be performed to obtain copies of all assessor's maps, records of survey, tract maps, and parcel maps to determine existing and additional rights-of-way needed for the proposed alignment corridor and one alternative alignment corridor.

Based on our preliminary records search, it appears that no public right-of-way exists along the prolongation of Dolores Avenue easterly of Almond Street (proposed

alignment corridor) and that approximately 15 permanent easements will be required. In addition, 12 temporary construction easements will be required.

Preparation of right-of-way documents (legal descriptions and plats) is not part of our proposed Phase I engineering services and is discussed as part of our Phase II engineering services.

3. Preliminary Permit Requirements

Based on the preliminary review of the proposed alignment corridor, it appears that permits will be required from Riverside County Department of Transportation (RCTD) for construction within public right-of-way; Riverside County Flood Control and Water Conservation District (RCFC&WCD) for a drainage channel crossing; Metropolitan Water District of Southern California (MWD) for a Colorado River Aqueduct crossing; Division of Occupational Safety and Health Mining and Tunneling Unit for gaseous classification for tunneling and jacking casings; and California Department of Fish and Game (CDFG), United States Army Corps of Engineers (ACOE), and California Regional Water Quality Control Board, Colorado River Basin Region (Regional Board) for portions of the alignment that cross blueline streams (two locations).

4. Preliminary Biological and Cultural Resources Assessments

A portion of the proposed alignment corridor along the prolongation of Dolores Avenue easterly of Almond Street is located within undisturbed land.

We will obtain the services of qualified subconsultants to review and report the biological and cultural resources that may or may not exist within the proposed project areas as shown on Figure 1. AMEC Earth and Environmental, Incorporated will provide the biological resources assessment and CRM Tech will provide the cultural (historical and archaeological) resources assessment. The review will be in compliance with the California Environmental Quality Act (CEQA) and will be used to complete the CEQA documents discussed in Phase II.

Since a portion of the proposed alignment corridor is within undisturbed land, there is a potential that species listed as endangered or threatened may be encountered. Based upon our preliminary investigation, the listed species may include the Desert Tortoise and Burrowing Owl. The Preliminary Biological Resources Assessment Report may include a recommendation to perform focused biological surveys for these species prior to construction. If said focused biological surveys are required, they will be performed after RCRA and CWD have approved the final sewer alignment and as discussed in Phase II – Final Design Engineering Services.

In addition, the proposed project will cross two blueline streams (waters of the United States). For design purposes, it is important to understand the total length at each crossing affected by said blueline streams to determine the feasibility of boring and jacking under the crossings versus obtaining permits to open trench across these sensitive

areas. Our subconsultant will perform a jurisdictional determination survey and delineate the boundaries of said blueline streams for review.

5. Preliminary Design Memorandum

Once we have completed our review of the proposed alignment corridor and the alternative alignment corridor, we will prepare a memorandum summarizing our findings, conclusions, and recommendations. Said memorandum will address findings regarding right-of-way, environmental concerns (biological and cultural), and permit requirements. We will also address alignment crossings, including RCFC&WCD's drainage channel, two blueline streams as delineated on the Cabazon, California, U.S. Geological Survey topographic map, and MWD's Colorado River Aqueduct. In areas where right-of-way has not been dedicated for public use, we will prepare a list of properties where easements will most likely be required. We will provide a copy of the memorandum to RCRA/CWD for review and comment.

6. Preliminary Design Review Meeting

After RCRA's/CWD's review of the above described memorandum, we will schedule a meeting with RCRA/CWD to discuss our findings and recommendations.

C. PHASE II - FINAL DESIGN ENGINEERING SERVICES

Phase II services will commence upon completion of the Phase I services and acceptance of the alignment corridor by RCRA and CWD.

Our final design engineering services will be organized as follows:

1. Detailed Records Search
2. Design Survey
3. Base Construction Drawings
4. Geotechnical Investigation
5. Preparation of CEQA Documents
6. Preliminary Contract Documents (50%)
7. Preliminary Design Review Meeting (50%)
8. Focused Biological Surveys
9. Environmental Permits
10. Submit Preliminary Construction Drawings to Public Agencies
11. Right-of-Way Documents
12. Utility Verification
13. Contract Documents (95%)
14. Final Review Meeting (95%)
15. Submit Drawings to Public Agencies
16. Final Contract Documents

Each component is discussed in greater detail below.

1. Detailed Records Search

To avoid potential conflicts during project construction, we will perform a careful investigation of existing and future utilities and improvements along the proposed gravity sewer alignment.

The records search will consist of obtaining copies of monument ties, benchmark data, and readily available utility information which pertain to the project, particularly those which indicate the dimensions and limits of public rights-of-way in the project area. In addition to utilizing the information obtained during Phase I, the records search will consist of obtaining copies of any assessor's maps, records of survey, tract maps, and parcel maps not obtained during Phase I. These records will be used for preparation of our design survey and base Construction Drawings.

Utility information will include atlas sheets from CWD, Riverside County Flood Control and Water Conservation District (RCFC&WCD), Southern California Gas Company, Southern California Edison Company, telephone companies, Metropolitan Water District (MWD), and other affected utilities. The records search will also include telephone conferences and/or meetings with staff representatives from CWD, RCFC&WCD, MWD, and RCTD. Utilities that cross the proposed alignment at critical locations will be potholed prior to the profile design to determine their exact location and elevation.

During design, special consideration will be given to utilities and improvements that parallel the proposed sewer to ensure sufficient clearance to meet requirements specified in Title 22 of the California Code of Regulations enforced by the California Department of Health Services, that said utilities and improvements will not be disturbed, and that they are capable of being protected in place during construction.

2. Design Survey

We will use aerial photogrammetry to prepare the base Construction Drawings. The design survey will consist of locating existing survey monuments and providing aerial targets to provide one foot contours for mapping purposes. We will perform all target identification using a systematic point numbering system. In addition, we will paint all water valves, water services, fire hydrants, utility vaults, and other visible facilities to simplify photo identification of their locations.

If coordinated monuments are available near the project alignment, we will tie our survey to said coordinates to ensure horizontal closure. If coordinated monuments are not available, we will compare our measured distances to record distances, again to ensure reasonable horizontal closure.

We will establish the elevation of each target using appropriate leveling procedures to ensure vertical closure, and will establish all vertical control using existing Riverside County benchmarks.

3. Base Construction Drawings

Aero Tech Surveys will provide us with aerial topographic data in digital AutoCAD format (latest version). We will then prepare the base Construction Drawings on 24" x 36" sheets with standard CWD title block. The plan and profile sheets will be prepared at a horizontal scale of 1" = 40' and a vertical scale of 1" = 4'.

We will add the required signature blocks, location and size of utilities (including water, electrical, and telephone), existing improvements (including pavement limits, curbs, gutters, sidewalks, driveways, fences, landscaping, power poles, and mail boxes), easements (including temporary construction easements), property lines, public and private rights-of-way, street centerlines, and survey data in order to complete the base Construction Drawings. After we complete the base Construction Drawings, our project engineer will field review the project alignment to ensure that all existing conditions are correctly represented.

When the base Construction Drawings are completed, a Krieger & Stewart design review committee will review project components and conditions and provide comments regarding design criteria and critical design factors. Said committee will be composed of registered engineers who have areas of expertise pertinent to project details.

4. Geotechnical Investigation

We will instruct John R. Byerly, Inc. to perform a geotechnical investigation. Ten (10) test bores along the proposed alignment corridor (at approximately 1,000 L.F. intervals) and to a depth of 15 feet are proposed. The geotechnical investigation will be used to determine the thickness of existing pavement (if applicable), excavation characteristics of the soil, safe trench side slopes, lateral load requirements for trench shoring, pipe bedding requirements, suitability of existing soil for use as backfill, presence of ground water, appropriate backfill compaction procedures, and corrosion potential of the soil.

5. Preparation of California Environmental Quality Act (CEQA) Documents

The CEQA process will consist of the preparation of an Initial Study, which will incorporate the biological and cultural resources assessments and will address the potential or anticipated environmental impacts that may result from the construction and operation of the new facilities. In addition to addressing the proposed sewer main described herein, the Initial Study will also address other proposed backbone wastewater facilities, which will include: Trunk Sewers "B" and "C", the Regional Lift Station (3.0 MGD peak daily flow), and the Wastewater Treatment Plant (3.0 MGD average daily flow). Said facilities are outlined on Figure 1 (included at the end of this section). The proposed sewer main discussed in this proposal is defined as "Trunk Sewer A" on said figure. All described facilities have been identified in CWD's draft General Plan.

We understand that not all of the proposed facilities addressed in the Initial Study will be constructed immediately following its adoption, and biological resource assessments are considered valid for one year. Therefore, additional biological field surveys may be required to validate the findings of the biological resources assessments if more than one year passes from the time the initial assessment was performed.

The Initial Study will follow the CEQA process as described below.

a. Biological Resources and Cultural Resources Assessments

We will utilize the biological and cultural resources assessments performed during Phase I of our services for the preparation of CEQA documents. Amended reports for the biological and cultural resources assessments may be required if the alignment changes after the initial assessments are performed.

This proposal does not include a paleontological assessment; however, we will prepare a proposal for one if found to be necessary.

b. Draft Initial Study

Upon completion of the biological and cultural resources assessments and the geotechnical investigation, we will prepare a draft Initial Study and Environmental Checklist in accordance with the State CEQA guidelines. We will then forward three copies of the draft documents to RCRA staff (and other agencies as directed by RCRA staff) for review.

c. Review Meeting with RCRA Staff

Shortly after forwarding the draft Initial Study to RCRA, we will request that a review meeting be held to consider the findings set forth therein and discuss subsequent course of action related to finalizing the documents.

d. Final Initial Study

Once we have received RCRA staff's comments on the draft Initial Study, we will prepare the necessary revisions and additions and will incorporate same into the final Initial Study. The Initial Study will be then placed into final format and will include the text and all anticipated exhibits, as well as copies of the biological and cultural resource assessments, which will be attached as appendices.

e. Preparation of Negative Declaration

Should the Initial Study determine that a Negative Declaration is the appropriate form of environmental document for the proposed project (as we have assumed for purposes of setting our estimated fees for this proposal), we will prepare the

draft Negative Declaration for processing by the Lead Agency (RCRA will be designated as Lead Agency). In addition, in the event that mitigation measures are found to be necessary and a Mitigated Negative Declaration is required, we will prepare a draft Mitigation Monitoring Program which will be appended to the draft Mitigated Negative Declaration.

f. Distribution and Public Review Process

In the event that either a Negative Declaration or Mitigated Negative Declaration is determined to be appropriate, we will prepare a Notice of Intent to Adopt a (Mitigated) Negative Declaration for RCRA staff's use in providing legal notice to the public of RCRA's intention to consider the adoption of a Negative Declaration or Mitigated Negative Declaration regarding the proposed project. In the (unlikely) event that an Environmental Impact Report (EIR) is found to be the appropriate document, we will assist RCRA staff in preparing the required Notice of Preparation of Draft EIR for circulation to all appropriate entities, including the State Clearinghouse, and will submit a proposal to prepare an Environmental Impact Report.

In addition, we will determine the responsible public agencies for the proposed project, and will assist RCRA in preparing a mailing list of interested parties, including responsible public agencies and affected property owners and property occupants. If necessary, we will prepare a Notice of Completion for submittal to the Governor's Office of Planning and Research (State Clearinghouse). For purposes of this proposal, we have assumed that a Notice of Completion will be necessary.

We will provide RCRA with 25 copies of the final Initial Study/Environmental Checklist with draft Negative Declaration or draft Mitigated Negative Declaration and Mitigation Monitoring Program for distribution for public review.

At the close of the comment period, we will prepare responses to comments received.

g. Attendance at Public Meeting

If requested by RCRA or the designated Lead Agency, we will attend and assist at the meeting during which the Lead Agency staff presents the Initial Study and makes the recommendation for Negative Declaration or Mitigated Negative Declaration.

h. Notice of Determination and CEQA Summary Package

Should the Negative Declaration or Mitigated Negative Declaration be adopted and the proposed project approved, we will prepare a Notice of Determination for RCRA use. We will also compile a bound summary CEQA package for

RCRA use, which will contain the Initial Study/Environmental Checklist, final Negative Declaration or Mitigated Negative Declaration and Mitigation Monitoring Program, Notice of Intent, Notice of Completion, copies of comment letters and responses to same, and Notice of Determination for RCRA use.

6. Preliminary Contract Documents (50%)

The precise alignment of the sewer will be selected after the base Construction Drawings have been completed. We will give consideration to existing improvements, easements, adjacent property owners, existing utilities, and potential future utilities (e.g. domestic water pipelines). Said alignment will be selected to provide adequate separation from water facilities (in accordance with California Department of Health Services criteria), adequate separation from other existing and proposed facilities, and, if possible, to provide sufficient space for construction activities and local traffic. A preliminary profile will also be prepared based on the aerial topographic data. Once we have selected a specific alignment, we will prepare preliminary Construction Drawings.

7. Preliminary Design Review Meeting (50%)

Once we have selected an alignment, we will arrange a preliminary design (50%) review meeting with RCRA/CWD staff. One week prior to the meeting, we will provide RCRA/CWD with two sets of the preliminary Construction Drawings showing our proposed alignment. The purpose of the meeting will be to review and obtain comments and/or approval regarding the preliminary alignment. In addition, we will discuss possible utility interferences, utilities to be potholed, permit requirements, and right-of-way requirements. At the conclusion of the meeting, we will be available to drive the alignment with RCRA/CWD staff to answer any additional questions

To proceed with project design in an efficient manner, we anticipate deciding the final sewer alignment and number and location of existing utilities to be excavated and exposed during the preliminary design review meeting. After the review meeting, we will prepare meeting minutes and provide them to all staff for their records.

8. Focused Biological Surveys

Performance of focused biological surveys for endangered or threatened species may be recommended in the Preliminary Biological Resources Assessment. Based upon our preliminary investigation, the endangered or threatened species may include the Desert Tortoise and Burrowing Owl. If said focused biological surveys are recommended, they will be performed once RCRA and CWD have approved the final sewer alignment. The estimated costs of these focused surveys are included in this proposal. Although the costs are included in our proposal, the focused surveys may not be needed; we will bill for same only if required.

9. Environmental Permits

a. Storm Water Notice of Intent and Storm Water Pollution Prevention Plan

After the 50% Design Meeting, we will prepare a Notice of Intent to Comply with the Terms of the General Permit to Discharge Storm Water Associated with Construction Activity (WQ Order No. 99-08-DWQ or 2003-007-DWQ, depending on final assessment of disturbed area). The Specifications will require the Contractor to prepare the Storm Water Pollution Prevention Plan (SWPPP) in compliance with the terms of the appropriate general permit for the proposed pipeline alignment.

b. California Department of Fish and Game Streambed Alteration Agreement

If necessary, after the 50% Design Meeting, we will prepare an application for a Section 1601 Streambed Alteration Agreement for trenching across two blueline streams and submit same to the California Department of Fish and Game (CDFG) for approval. If necessary, we will meet once with CDFG to discuss the project.

c. Regional Water Quality Control Board Section 401 Water Quality Certification

If necessary, after the 50% Design Meeting, we will prepare an application for a Section 401 Water Quality Certification for trenching across two blueline streams and submit same to the California Regional Water Quality Control Board, Colorado River Basin Region (Regional Board) for approval. If necessary, we will meet once with Regional Board staff to discuss the project.

d. U.S. Army Corps of Engineers Section 404 Nationwide Wetlands Permit

If necessary, after the 50% Design Meeting, we will prepare an application for a Section 404 Nationwide Wetlands Permit for trenching across two blueline streams and submit same to the ACOE for approval. If necessary, we will meet once with ACOE staff to discuss the project.

10. Submit Preliminary Drawings to Public Agencies

a. Cabazon Water District

Once the preliminary Construction Drawings have been reviewed and approved by RCRA staff, we will submit drawings to Cabazon Water District for review and comment.

b. Riverside County Transportation Department

Once the preliminary Construction Drawings have been reviewed and approved by RCRA staff, we will prepare the appropriate encroachment permit

applications and submit them with a set of preliminary Construction Drawings to Riverside County Transportation Department (RCTD) for review and comment.

c. Riverside County Flood Control and Water Conservation District

We will review the portion of alignment that crosses the flood control drainage with Riverside County Flood Control and Water Conservation District (RCFC&WCD) and submit preliminary Construction Drawings for review. It appears that tunneling and jacking under the flood control drainage will be required. If necessary, we will prepare the appropriate encroachment permit application and submit it to RCFC&WCD.

d. Environmental Permits

If said blueline streams are crossed by trenching, we will apply for all of the environmental permits on behalf of RCRA as described in Section 9 above. Since the lead time for the environment permits can be quite lengthy, we will determine permit requirements and submit application packages as soon as possible to eliminate potential delays in project construction.

The crossing of said blueline streams may be accomplished by boring and jacking a casing under the jurisdictional boundaries of the blueline streams or by trenching across the streams. Boring and jacking a casing will not require a Section 404 Nationwide Wetlands Permit from the ACOE or a Section 1601 Streambed Alteration Agreement from CDFG; however, boring and jacking will be more expensive than trenching. We will review both alternatives, including cost estimates, with RCRA staff.

If boring and jacking is selected, the Construction Drawings will show the plan and profile of the casing, casing thickness, bore pit location, and appropriate construction notes for same. We will provide proper notification to CDFG. We will also submit the Construction Drawings and soils report to the California Division of Occupational Safety and Health, Mining and Tunneling Unit to obtain an Underground Classification for the casing installation.

e. Metropolitan Water District of Southern California

We will review portions of the alignment that cross the Colorado River Aqueduct with Metropolitan Water District of Southern California (MWD). We anticipate that tunneling and jacking will be required where the alignment crosses the Colorado River Aqueduct. If necessary, we will prepare the appropriate encroachment permit application and submit it to MWD.

11. Right-of-Way Documents

As soon as RCRA/CWD staff approves the precise alignment, we will recommend permanent and temporary easements based on the right-of-way information obtained during Phase I. Once RCRA staff approves the recommended easements, we will prepare draft easement documents (legal descriptions and plats) for RCRA staff review. Based upon our preliminary review, it appears that approximately 27 separate easements (permanent/temporary) will be required.

Once we receive copies of the litigation guarantees and RCRA comments on the draft easement documents, we will finalize the easement documents. We will then submit the final easement documents to RCRA staff for right-of-way acquisition.

For our proposal, we have assumed that RCRA will provide litigation guarantees and copies of all Schedule B supporting information, property appraisals, and conduct all negotiations with property owners regarding easement acquisitions.

12. Utility Verification

Once the proposed sewer alignment has been reviewed and approved by RCRA staff, we will provide a recommendation of utilities to be excavated and exposed. After the RCRA has approved the pothole locations, we will obtain County encroachment permits for the utility verification. We will submit the appropriate encroachment permit applications along with supporting information, including traffic control drawings for potholing if necessary.

We will request that Underground Service Alert (USA), as well as all utilities not a member of USA, locate and mark facilities along the proposed alignment at areas to be excavated. We will arrange and conduct a field meeting with all of the affected utilities to review the utilities to be located and marked. We will prepare any necessary traffic control plans, obtain a County of Riverside encroachment permit, and arrange for SAF-r-DIG to excavate and expose utilities. One of our staff engineers will determine the dimensions and horizontal and vertical locations of each facility as they are excavated and exposed. For our proposal, we have included 3 working days to measure 15 exposed utilities.

13. Contract Documents (95%)

Based on the approved alignment, utility verification data, and comments received during the 50% review meeting, Contract Documents (Construction Drawings and Specifications) for the gravity sewer main will be prepared. We anticipate the Construction Drawings will consist of fifteen (15) sheets as follows:

a. Cover Sheet

The cover sheet will include project title, vicinity map, location map, signature lines, and general notes.

b. Index Sheet

The index sheet will show limits of each sheet in relationship to the entire project.

c. Plan and Profile Sheets

The plan and profile sheets will consist of approximately ten (10) sheets (assuming 1,000 L.F. per sheet). The plan portion of the sewer drawings will show all existing and future improvements and utilities (all based on survey data, record maps, and field reviews), centerline control, topographic data, proposed sewer locations, and sewer appurtenances (manholes and sewer laterals). The profile portion of the drawings will show existing and proposed ground surface or pavement elevations over the centerline of the proposed sewer, sewer flow line elevations, slopes, utility crossings, and sewer appurtenances.

d. Detail Sheet

The detail sheet will consist of one (1) sheet and will address any special considerations that CWD's standards do not address.

e. Traffic Control Plans (if required)

If required by the County, we will prepare traffic control plans. The traffic control plans will consist of two (2) sheets. The traffic control plans will show construction sequence, traffic lanes, required traffic signs, number and spacing of delineators, and flagmen (if required). Traffic control plans will meet County requirements.

We will prepare the complete Contract Specifications, including the bidding sheets, equipment/material source information sheet, Special Requirements, and Technical Specifications as required. The Specifications will also include the Notice Inviting Bids, Contract, Performance Bond, Payment Bond, Contract Appendix, Basic Specifications, and applicable Standard Drawings. The Special Requirements will address working hours and days, permits, traffic control, utilities, notification to residents, sewer materials, construction tolerances, excavation, bedding, backfill, trench compaction, construction sequence, and testing procedures. In addition, we will prepare a preliminary construction cost estimate.

We understand RCRA anticipates constructing the project under a single competitive bid contract.

14. Final Review Meeting (95%)

After the preliminary Construction Drawings and Specifications are 95% complete, we will arrange a meeting with RCRA/CWD staff to review and obtain approval and/or comments regarding same. One week prior to said meeting, we will submit two sets of Construction Drawings and Specifications to RCRA/CWD staff.

At this meeting, we envision reviewing with RCRA/CWD staff, details concerning the alignment and profile, construction notes, construction sequence, status of all required permits, and appurtenance details.

15. Submit Final Drawings to Public Agencies

Once the 95% Construction Drawings have been reviewed and approved by RCRA and CWD, we will submit said drawings along with a construction encroachment permit application to RCTD and RCFC&WCD for processing.

16. Final Contract Documents

Based on RCRA/CWD staff comments from the 95% design review meeting and comments from public agencies, we will complete the final Construction Drawings and Specifications and prepare a detailed construction cost estimate. We will provide RCRA with a complete original set of Contract Documents ready for signatures.

**SECTION II
FEE AND SCHEDULE**

A. FEE PROPOSAL

Our estimated fees for providing the services described in our proposal are indicated on Table 1. Our not to exceed fee for the Scope of Services described in Section I is \$315,300 and as itemized below:

Preliminary Design Engineering Services	\$39,100
Final Design Engineering Services	\$214,900
Reimbursable Expenses	\$12,700
Preparation of Right-of-Way Documents	<u>\$48,600</u>
Total	\$315,300

Our fee is subject to negotiation based on clarification or revision of the Scope of Services. A copy of our 2006/2007 Fee Schedule is also attached, and our fee estimate is based on the rates specified therein. The fees set forth on the attached Table 1 are an estimate and may change based on clarifications of the project scope (including phasing construction and/or modifying the project scope). The estimated fees may also change based on project implementation schedule as our fee schedule is periodically adjusted to accommodate increases in operating costs (typically every July 1).

Please note that our fee proposal is predicated on a number of specific understandings regarding project details and the services required, and that our fees and/or schedule may have to be adjusted in the event that certain additional services are required in order to successfully complete the project. Said understandings include the following:

1. CEQA processing will involve preparation of a Negative Declaration or Mitigated Negative Declaration, not an Environmental Impact Report. NEPA processing, if any, will be completed by others.
2. RCRA staff will assume responsibility for all negotiations and discussions regarding the proposed project with potentially affected residents and businesses. RCRA will acquire any rights-of-way for design and construction and we will not have to negotiate or process any grants of easement. If right-of-way documents are required, RCRA will secure an Appraisal Report and Preliminary Title Reports/Litigation Guarantees (and will direct the title company to provide all backup information with the packages) for all required rights-of-way and provide them to Krieger & Stewart. We will use the information set forth therein for preparation of legal descriptions and plats. We will prepare right-of-way documents (legal descriptions and plats) for a lump sum fee of \$1,800 per set.

Based on our preliminary review, we estimate that 27 separate easements (permanent and temporary) will be required. Our fee to provide right-of-way documents (legal descriptions and plats) for the estimated 27 easements will be \$48,600.

We will not be responsible for processing any materials for grants of easement, property purchase agreements, or condemnation proceedings.

3. No more than 15 utilities will be excavated and exposed (3 days maximum).
4. RCRA will pay for and obtain all permits and will pay for any plan check fees.
5. Structuring the drawings for multiple bidding or construction phases is not included in our fee estimate.

B. SCHEDULE

We anticipate completion of project design and preparation of Construction Drawings and Specifications should be accomplished within one hundred eighty (180) calendar days; however, the project is complicated due to right-of-way acquisitions and environmental considerations and constraints and adjustments to the schedule may be required. In addition, said schedule is based on receiving comments in a timely manner from public agencies.

CLASSIFICATION	RATES \$/Hr.
Engineering / Environmental / Geologic / Surveying Services	
Consultant.....	215.00
Manager.....	195.00
Principal.....	160.00
Senior.....	142.00
Associate.....	128.00
Staff I.....	113.00
Staff II.....	101.00
Staff III.....	88.00
Technician.....	70.00
Forensic Services	
Senior Expert: Testimony.....	315.00
Investigation.....	220.00
Associate Expert: Testimony.....	265.00
Investigation.....	185.00
Computer Aided Design Services	
Senior Operator I.....	103.00
Senior Operator II.....	97.00
Senior Operator III.....	91.00
Staff Operator I.....	86.00
Staff Operator II.....	80.00
Staff Operator III.....	75.00
Surveying Services (Field)	
2 Man Crew with Survey Truck (including mileage) and Global Positioning System Equipment.....	273.00
2 Man Crew with Survey Truck (including mileage) and Standard Equipment or	
1 Man Crew with Global Positioning System Equipment.....	231.00
Construction Services	
Construction Engineer.....	115.00
Construction Inspector	
Regular Time.....	90.00
Overtime	
Weekdays (8 hours to 12 hours).....	112.00
Weekdays (More than 12 hours).....	136.00
Saturday (12 hours or less).....	112.00
Saturday (More than 12 hours).....	136.00
Sunday and Holiday.....	136.00
(Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the Day After, Christmas Day)	
Support Services	
Senior Secretary.....	70.00
Staff Secretary I.....	61.00
Staff Secretary II.....	55.00
Utility Technician.....	52.00
Utility Clerk.....	49.00
Outside Services	
Special Consultants and Purchased Services.....	Cost + 15%
Reimbursable Expenses	
Vehicle Mileage (excluding survey trucks).....	0.68 \$/Mile
Air Fare, Ground Fare, Parking, and Subsistence.....	Cost
Copies, Prints, Telephone, Delivery, and Sundry Charges.....	Cost

The above rates are subject to change on or about July 1 each year due to salary and cost increases, except for Construction Inspector and Survey Crew rates which are also subject to change if California Department of Industrial Relations issues new prevailing wage determinations during the course of the year.

TERMS OF PAYMENT:

Unless charge accommodations have been established beforehand, all accounts shall be prepaid. For accounts having charge accommodations, payment in full shall be made within 30 days of date of invoice. Any amount unpaid within said 30 days will be assessed a service charge of 1-1/2% per month (18% annual percentage rate), with a minimum charge of \$1.00. Accounts with a past due balance of 30 days or more are subject, without notice, to credit discontinuance and mechanic's lien or stop notice. If it becomes necessary for Krieger & Stewart to initiate legal proceedings for the collection of any balance due, the action shall be brought and tried in the Judicial Districts wherein Krieger & Stewart offices are located. Client agrees that the court may award reasonable attorney's fees and costs of suit to the prevailing party.

2007-FEES-PW (6/22/2006)

**TABLE III-A
REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
CABAZON WASTEWATER TREATMENT PLANT**

ESTIMATED FEE FOR DESIGN ENGINEERING SERVICES

TASK / COMPONENT	PRINCIPAL ENGINEER (1)		SENIOR ENGINEER (2)		ASSOCIATE ENGINEER (3)		ENVIRONMENTAL STAFF SPECIALIST II (4)		CADD SERVICES (5)		CLERICAL (6)		2-MAN SURVEY CREW (7)		OUTSIDE SERVICES	TOTAL
	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	\$	\$
A. PRELIMINARY DESIGN SERVICES																
1. PLANNING	16	2,944	32	5,216	40	5,920					16	1,296				15,376
2. INITIAL MEETING WITH AGENCY AND CWD STAFF	3	552	3	489							2	162				1,203
3. RECORDS SEARCH			4	652	8	1,184					8	648				2,484
4. GEOTECHNICAL INVESTIGATION															25,760 ⁽⁸⁾	25,760
5. DESIGN SURVEY					6	888							8	2,120	2,760 ⁽⁹⁾	5,768
6. PRELIMINARY DESIGN	16	2,944	60	9,780	140	20,720			100	11,100	16	1,296				45,840
PRELIMINARY DESIGN SERVICES SUBTOTAL:	35	6,440	99	16,137	194	28,712	0	0	100	11,100	42	3,402	8	2,120	28,520	96,431
B. EQUIPMENT PRE-PURCHASE SERVICES																
1. PREFABRICATED TREATMENT MODULE PRE-PURCHASE CONTRACT DOCUMENTS	12	2,208	40	6,520	80	11,840			20	2,220	32	2,592				25,380
2. PRE-PURCHASE BID PHASE SUPPORT, BID REVIEW, AND EQUIPMENT SELECTION FOR PREFABRICATED TREATMENT MODULE	2	368	12	1,956	24	3,552					8	648				6,524
3. SHOP DRAWING REVIEW FOR PRE-PURCHASED PREFABRICATED TREATMENT MODULE	4	736	12	1,956	32	4,736					4	324				7,752
EQUIPMENT PRE-PURCHASE SERVICES SUBTOTAL:	18	3,312	64	10,432	136	20,128	0	0	20	2,220	44	3,564	0	0	0	39,656
C. COMPLIANCE SERVICES																
1. CEQA RELATED SERVICES	8	1,472	24	3,912			60	7,020	8	888	24	1,944			15,800 ^(10, 11, 12)	31,036
2. REGIONAL BOARD	1	184	24	3,912			40	4,680	2	222	2	162				9,160
3. US ARMY CORPS OF ENGINEERS	1	184	16	2,608			24	2,808	6	666	4	324			17,000 ⁽¹⁰⁾	23,590
4. CALIFORNIA DEPARTMENT OF FISH AND GAME	1	184	8	1,304			16	1,872			2	162				3,522
5. SCAQMD	1	184	8	1,304			8	936							3,335 ⁽¹²⁾	5,759
6. COMPLIANCE WITH STORM WATER PERMIT	1	184	4	652			8	936								1,772
7. RCFC&WCD	1	184	4	652	16	2,368					2	162				3,366
8. MWD	1	184	4	652	8	1,184					2	162				2,182
9. RCTD	1	184	4	652	12	1,776					2	162				2,774
COMPLIANCE SERVICES SUBTOTAL:	16	2,944	96	15,648	36	5,328	156	18,252	16	1,776	38	3,078	0	0	36,135	83,161

**TABLE III-A
REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
CABAZON WASTEWATER TREATMENT PLANT**

ESTIMATED FEE FOR DESIGN ENGINEERING SERVICES

TASK / COMPONENT	PRINCIPAL ENGINEER (1)		SENIOR ENGINEER (2)		ASSOCIATE ENGINEER (3)		ENVIRONMENTAL STAFF SPECIALIST II (4)		CADD SERVICES (5)		CLERICAL (6)		2-MAN SURVEY CREW (7)		OUTSIDE SERVICES	TOTAL		
	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	\$	\$		
D. FINAL DESIGN ENGINEERING SERVICES																		
1. ELECTRICAL SERVICE APPLICATION AND COORDINATION			4	652												9,100 ⁽¹³⁾	9,752	
2. UTILITY VERIFICATION					10	1,480							10	2,650		6,000 ⁽¹⁴⁾	10,130	
3. CONSTRUCTION CONTRACT DOCUMENTS	80	14,720	240	39,120	480	71,040			440	48,840	120	9,720					183,440	
4. CONSTRUCTION CONTRACT BID PHASE SUPPORT AND BID REVIEW	12	2,208	24	3,912	32	4,736			24	2,664	24	1,944					15,464	
DESIGN ENGINEERING SERVICES SUBTOTAL:	92	16,928	268	43,684	522	77,256	0	0	464	51,504	144	11,664	10	2,650	15,100		218,786	
SUBTOTAL:	161	29,624	527	85,901	888	131,424	156	18,252	600	66,600	268	21,708	18	4,770	79,755		438,034	
																	REIMBURSABLES (5%):	21,902
																	DESIGN ENGINEERING SERVICES SUBTOTAL:	459,936
																	PREPARATION OF RIGHT-OF-WAY DOCUMENTS:	4,000
																	DESIGN ENGINEERING SERVICES TOTAL (ROUNDED):	\$464,000
<u>2011 FEE SCHEDULE</u>																		
(1) PRINCIPAL ENGINEER	@	\$184	/HR	(8) EARTH SYSTEMS SOUTHWEST														
(2) SENIOR ENGINEER	@	\$163	/HR	(9) AERO TECH SURVEYS														
(3) ASSOCIATE ENGINEER	@	\$148	/HR	(10) AMEC EARTH & ENVIRONMENTAL														
(4) ENVIRONMENTAL STAFF SPECIALIST	@	\$117	/HR	(11) CRM TECH														
(5) CADD SERVICES	@	\$111	/HR	(12) SCEC														
(6) CLERICAL	@	\$81	/HR	(13) ADVANCED UTILITY DESIGN														
(7) 2-MAN SURVEY CREW	@	\$265	/HR	(14) UNDERGROUND SOLUTIONS														
<u>NOTE:</u>																		
TWO PERMANENT AND TWO TEMPORARY RIGHT-OF-WAY DOCUMENTS (LEGAL DESCRIPTIONS AND PLATS) PREPARED AT LUMP SUM FEE OF \$2,000 PER PROPERTY (LEGAL DESCRIPTION AND PLAT, FOUR SETS TOTAL). RCRA TO PROVIDE LITIGATION GUARANTEES ALONG WITH COPIES OF ALL SCHEDULE B SUPPORTING INFORMATION IN ACCORDANCE WITH OUR ORIGINAL AGREEMENT.																		

**TABLE III-B
REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
CABAZON WASTEWATER TREATMENT PLANT
DESIGN ENGINEERING SERVICES SCHEDULE**

TASK	WEEK																																																								
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49								
A. PRELIMINARY DESIGN SERVICES																																																									
1. INITIAL MEETING WITH AGENCY AND CWD STAFF	█																																																								
2. RECORDS SEARCH	█	█	█	█	█																																																				
3. GEOTECHNICAL INVESTIGATION			█	█	█	█	█	█	█	█	█																																														
4. DESIGN SURVEY		█	█																																																						
5. PRELIMINARY DESIGN	█	█	█	█	█	█	█	█	█	█	█																																														
B. EQUIPMENT PRE-PURCHASE SERVICES																																																									
1. PREFABRICATED TREATMENT MODULE PRE-PURCHASE CONTRACT DOCUMENTS											█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█			
2. PRE-PURCHASE BID PHASE SUPPORT, BID REVIEW, AND EQUIPMENT SELECTION																																																									
3. SHOP DRAWING REVIEW FOR PRE-PURCHASED PREFABRICATED TREATMENT MODULE																																																									
C. COMPLIANCE SERVICES																																																									
1. CEQA RELATED SERVICES	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█		
2. REGIONAL BOARD																																																									
WDR																																																									
401																																																									
3. US ARMY CORPS OF ENGINEERS																																																									
4. CALIFORNIA DEPARTMENT OF FISH AND GAME																																																									
5. SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█		
6. COMPLIANCE WITH STORM WATER GENERAL PERMIT																																																									
7. RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT																																																									
8. METROPOLITAN WATER DISTRICT OF SOUTHERN																																																									
9. RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT																																																									
D. FINAL DESIGN ENGINEERING SERVICES																																																									
1. ELECTRICAL SERVICE APPLICATION AND COORDINATION																																																									
2. UTILITY VERIFICATION																																																									
3. CONSTRUCTION CONTRACT DOCUMENTS																																																									
50% CONTRACT DOCUMENTS																																																									
50% REVIEW MEETING																																																									
90% CONTRACT DOCUMENTS																																																									
90% REVIEW MEETING																																																									
FINAL CONTRACT DOCUMENTS																																																									
4. CONSTRUCTION CONTRACT BID PHASE SUPPORT AND BID REVIEW																																																									

█ AGENCY STAFF REVIEW