

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



233

**SUBMITTAL DATE:**  
June 16, 2011

**FROM:** Redevelopment Agency

**SUBJECT:** Highgrove Center Street Trunk Sewer Project – Contract Amendment and Change Order

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

1. Approve Change Order No. 7 in the amount of \$295,894.50 and authorize the Executive Director of the Agency to execute, and find that due to the integral nature of the work, and the potential delay that would be caused by bidding this work separately and resulting cost and hardship, that it is most cost effective to amend the construction contract and have TBU perform the work.

**BACKGROUND:** (Commences on page 2)

Robert Field  
Executive Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 542,317	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:** Yes

<b>SOURCE OF FUNDS:</b> Interstate 215 Corridor Redevelopment Capital Improvement Funds Highgrove Sub-Area	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

**County Executive Office Signature** BY: Elizabeth J. Olson

**MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY**

On motion of Supervisor Buster, seconded by Supervisor Ashley 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

Kecia Harper-Ihem  
Clerk of the Board  
By: Deputy

(Comp. Item 3.116)

**Prev. Agn. Ref.:** 3.41 of 5/4/10, 4.2 of 5/4/10 | **District:** 5 | **Agenda Number:** 4.20

FISCAL PROCEDURES APPROVED BY PAUL ANGULO, CPA, AUDITOR-CONTROLLER 6/22/11  
BY SAMUEL WONG  
FORM APPROVED COUNTY COUNSEL  
BY MARSHALL VICTOR 4/21/11  
DATE

Policy  Policy   
Consent  Consent   
Dept's Recomm.: Per Exec. Ofc.:

**BACKGROUND:**

When the design documents were prepared for this project, project engineer Krieger and Stewart, Inc. hired Safr Dig to perform potholing to locate utilities and obstructions that the sewer design would have to take into account.

The work under Change Order No. 7 is an integral part of the work under this contract. When the canal crossing was found as an obstruction that affected installation of a segment of the planned sewer pipe, the most cost effective and efficient way to deal with the obstruction was determined to be a modification to the street height and the type of sewer pipe. This modification required time to design and obtain approval of the local jurisdiction, and if the RDA were to seek bids on the additional construction, it would have caused further delay and could have caused work to cease until such bidding was completed. This would have cost RDA substantially more than having the current contractor perform the work.

The resulting construction work under the TBU Inc. contract required to address the canal crossing issue exceeds the Agency's Executive Director's one-time construction change order authority under Board Policy B-11 and exceeds the 10% contingency set aside for the project. There are sufficient funds in the budget to cover the proposed change order cost for the construction component, which is \$295,894. The Redevelopment Agency (RDA) and engineer Krieger and Stewart have determined that the cost is a fair and accurate estimate of the cost to address the issue per the agreed upon design changes.

Staff recommends that the Board approve the motions so that the project can be completed.

Attachments:

1. TBU Change Order
2. Second Amendment to the Agreement for Consulting Services
3. First Amendment to the Agreement for Consulting Services
4. Agreement for Consulting Services

**REDEVELOPMENT AGENCY  
FOR THE COUNTY OF RIVERSIDE**

**CHANGE ORDER NO. 7**

**Date:** 5/12/2011

**Project:** Community of Highgrove Center Street Trunk Sewer

**To Contractor:**  
TBU, Inc.

**Project No.:** \_\_\_\_\_  
**Distribution:**  
Project Manager      Construction Manager  
Contractor              Inspector  
Fiscal                     Architect/Engineer

**You are directed to make the following changes. Changes shall include labor, material and equipment; each item to include all charges or indirect arising out of this work:**

- 1) Based on a construction start date of May 2, 2011 for Phase 1, all work for Phase 1 shall be completed by June 29, 2011 (73 calendar days per Krieger & Stewart's letter of March 16, 2011 less 15 calendar days for tasks to be completed prior to start of construction).  
COR #21
ADD      \$0.00
- 2) Construct street improvements for East La Cadena Drive from Stations 29+00.00 to 33+75.00 in accordance with Street Improvement Plans for East La Cadena Drive R-4214 (3 sheets) and construct special lined 14" ductile iron pipe sewer from Stations 29+37.61 to 35+93.60 in accordance with revised Construction Drawings S-2075 (Sheets 6 and 18). Completion date to be determined.  
COR #22
ADD      \$295,894.50

**The specifications, where pertinent, shall apply to these changes.**

<b>This Change Order provides for a time extension of</b>	<b><u>126</u></b>	<b>calendar days.</b>
Original Contract Duration (calendar days):	<u>215</u>	
Prior Authorized Time Extension (calendar days):	<u>80</u>	
Revised Construction Duration (calendar days):	<u>421</u>	
Original Contract Completion Date:	<u>12/5/2010</u>	
Revised Contract Completion Date:	<u>6/29/2011</u>	

**NOTE:** This change order is not effective until approved by the Chair, Board of Supervisors, Assistant County Executive Officer EDA or designee, as indicated.

**REDEVELOPMENT AGENCY  
FOR THE COUNTY OF RIVERSIDE**

**CHANGE ORDER NO. 7**

**Date:** 5/12/2011

**Project:** Community of Highgrove Center Street Trunk Sewer

**To Contractor:**  
TBU, Inc.

**Project No.:**  
**Distribution:**  
Project Manager Construction Manager  
Contractor Inspector  
Fiscal Architect/Engineer

The undersigned contractor has given careful consideration to the change proposed, including its effect on other work already contracted for, and hereby agrees, if this change order is approved, that he will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment for all costs related in any way thereto the prices shown above.

**Remarks:**

*Charles Brown* 5/13/11  
Contractor Date

Original Contract	\$	<u>2,335,690.50</u>
Prior Authorized <input checked="" type="checkbox"/> ADD <input type="checkbox"/> DED	\$	<u>61,052.88</u>
Total Contract Prior to this Change	\$	<u>2,396,743.38</u>

\_\_\_\_\_  
Executive Director or Designee Date

Authorized Changes on this C.O.:  
Addition \$ 295,894.50  
Deduction \$ 0.00

*M. E. ...* 5/12/11  
Architect/Engineer Date

NET:  Addition  Deduction \$ 295,894.50

*Charles Brown* 5/12/11  
Project Manager Date

Amount of Contract Authorized Including this Change Order \$ 2,692,637.88

**Pursuant to:**

- Board RDA Resolution 2009-09
- M.O. and Date \_\_\_\_\_

s:\rdacom\forms\construction\Change Order Form-RDA-Rev10-28-09.xls

FORM APPROVED COUNTY COUNSEL  
BY *Marshall Victor*  
DATE 5/12/11

**CONTRACT CHANGE ORDER NO. 7**


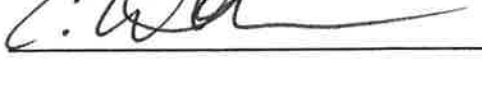
K&S W.O. 807-37.6 F/C

To Contract: COMMUNITY OF HIGHGROVE CENTER STREET TRUNK SEWER, dated May 4, 2010  
 by and between: REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE (OWNER),  
 and: TBU, INC. (CONTRACTOR),

Contractor is hereby directed to make the following change in Contract Work:

Item No.	Description of Change	Decrease \$	Increase \$
1.	Based on a construction start date of May 2, 2011 for Phase 1, all work for Phase 1 shall be completed by June 29, 2011 (73 calendar days per Krieger & Stewart's letter of March 16, 2011 less 15 calendar days for tasks to be completed prior to start of construction).	-	-
2.	Construct street improvements for East La Cadena Drive from Stations 29+00.00 to 33+75.00 in accordance with Street Improvement Plans for East La Cadena Drive R-4214 (3 sheets) and construct special lined 14" ductile iron pipe sewer from Stations 29+37.61 to 35+93.60 in accordance with revised Construction Drawings S-2075 (Sheets 6 and 18). Completion date to be determined.		\$295,894.50
<b>Total Decrease in Contract Amount:</b>		<b>\$0.00</b>	
<b>Total Increase in Contract Amount:</b>			<b>\$295,894.50</b>
<b>Net Change in Contract Amount:</b>		<b>\$295,894.50</b>	
<b>Contract Amount Prior to Change:</b>		<b>\$2,396,743.38</b>	
<b>Contract Amount Adjusted for Change:</b>		<b>\$2,692,637.88</b>	

By reason of Change Order No. 7, time of completion shall be adjusted as follows: 73 calendar days for Phase 1. Adjusted Contract Completion Dates shall be September 24, 2010 for the Highgrove Sewer Lateral, February 23, 2011 for all work for Phases 2 and 3, and June 29, 2011 for all work for Phase 1. All provisions of the Contract shall apply hereto, and shall become effective when fully executed (signed and dated) by both parties.

Recommended by (Engineer)  Date: 5/5/11  
 Accepted by (Contractor)  Date: 5/5/11  
 Approved by (Owner) \_\_\_\_\_ Date: \_\_\_\_\_

Remarks \_\_\_\_\_

**STAFF REVIEW SUMMARY**  
Use for all documents except Form 11s.

Document Attached: \_\_\_\_\_

MINOR CONTRACTS. I certify that the attached contract was procured competitively and was determined to be the most responsive proposal. I further certify the contractor is in good standing and current on all county obligations, and the attached contract complies with EDA's standard format. I recommend the Deputy Director execute the attached contract in accordance with the contract approval limits outlined in the EDA Procurement Policies, Table 1.

BY: \_\_\_\_\_ Date: \_\_\_\_\_

AIRPORT LEASES/SUBLEASES. I have reviewed the attached lease/sublease and certify it complies with the FBO Minimum Standards and airport lease policies, and for subleases the applicable master lease. I further certify that the lessee/sublessee is in good standing and current on all county obligations, and the attached lease/sublease complies with EDA's standard format and will be submitted for County Counsel review. Recommend the Executive Director execute the attached lease/sublease in accordance with Ord. 861 (10 years and \$10,000/month maximum).

BY: \_\_\_\_\_ Date: \_\_\_\_\_

CHANGE ORDERS. I have reviewed the attached change order and certify that:

- ♦ The change order arose from an unforeseen circumstance or constructability problem;
- ♦ The change order amount is <sup>not</sup> within the approved budget;
- ♦ The Executive Director's limit on individual change orders is: \$ 129,284.<sup>53</sup>
- ♦ The 10% change order contingency is: \$ 288,569.<sup>05</sup>
- ♦ The cumulate change orders to date including this proposed change order(s) are: \$ 352,732
- ♦ The amount of undesignated funds within the project budget is: \$ 754,373.<sup>86</sup>

The change order is <sup>not</sup> within the delegated authority, construction contingency and project budget; therefore, I recommend the Executive Director or designee execute the attached change order.

BY: ANDY FROST Date: 5-4-11

OTHER. I have reviewed the attached document and recommend the Deputy Executive Director or designee execute it for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Highrove Center Street Trunk Sewer

	Original Budget	Current Budget	Remaining
Construction	\$2,335,690.50	\$2,392,528.00	\$1,061,619.16
Permits and Inspection	\$250,000.00	\$250,000.00	\$230,091.03
Construction Staking	\$50,000.00	\$50,000.00	\$50,000.00
Materials Testing and Misc Fees	\$250,000.00	\$250,000.00	\$242,551.28
Contingency	\$288,569.05	\$231,731.55	\$231,731.55
<b>Project Budget</b>	<b>\$3,174,259.55</b>	<b>\$3,174,259.55</b>	<b>\$1,815,993.02</b>

Expenses Paid	Date	Amount
<b>Construction (\$2,335,690.50 Original)</b>		
Pay Request #1	26-Jul-10	\$30,375.00
Pay Request #2	31-Jul-10	\$57,526.65
Pay Request #3	30-Sep-10	\$81,749.68
Pay Request #4	16-Nov-10	\$117,792.23
Pay Request #5	13-Dec-10	\$77,938.19
Pay Request #6	10-Jan-11	\$95,715.36
Pay Request #7	11-Feb-11	\$480,056.29
Pay Request #8	8-Mar-11	\$227,267.89
Pay Request #9	6-Apr	\$162,487.55
<b>Total</b>		<b>\$1,330,908.84</b>
<b>Permits and Inspection</b>		
TLMA	1-Jul-10	\$1,540.62
TLMA	1-Sep-10	\$2,752.47
TLMA	22-Nov-10	\$2,272.40
TLMA	7-Feb-11	\$6,141.11
TLMA	29-Mar-11	\$7,202.37
<b>Total</b>		<b>\$19,908.97</b>
<b>Construction Staking</b>		
<b>Total</b>		<b>\$0.00</b>
<b>Materials Testing and Miscellaneous</b>		
BNSF Railway	27-Jul-10	\$1,000.00
BNSF Railway	8-Mar-11	\$5,798.72
EDA Libraries- Sewage Tank	20-Apr-11	\$650.00
<b>Total</b>		<b>\$7,448.72</b>
<b>Contingency (\$288,569.056 Original)</b>		
CO#1	11-Aug-10	\$3,416.58
CO#2 (Schedule Only)	15-Sep-10	\$0.00
CO#3	22-Sep-10	\$9,613.00
CO#4 and 5	6-Apr-11	\$43,807.92
<b>Total</b>		<b>\$56,837.50</b>
<b>Total Expenses Incurred</b>		<b>\$1,358,266.53</b>
<b>Total Remaining Project Budget</b>		<b>\$1,815,993.02</b>

**Funding: Redevelopment Funds \$3,174,259.55** \$838,569.05 Construction Admin Acct Number **0502-53E**  
 \$2,335,690.50 Construction Contract Acct Number **0502-53D** PEOPLESOFT#ED1502000412

Directors One Time C/O Authority:\$ 129,284.53 See Board Policy B-11



**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 HIGHGROVE CENTER STREET TRUNK SEWER PROJECT**

**THIS 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 Highgrove Center Street Trunk Sewer  
Project (the "Amendment") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_,  
2011, 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 July 15, 2008  
and amended the agreement on March 23, 2010; and

**WHEREAS**, the scope of services required for successful completion of the  
proposed project has 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, construction engineering, and construction inspection  
for the Center Street Trunk Sewer Project in the community of Highgrove; and

**WHEREAS**, CONSULTANT shall perform the services described in Exhibit "A",  
Exhibit "A-1" , and Exhibit "A-2" (attached hereto) of this Amendment through project  
completion unless the work program is altered by written amendments pursuant to the  
provisions in Section 4 of the original Agreement; and

**WHEREAS**, the fees for the original Agreement were \$298,800; and

**WHEREAS**, the fees for the additional services in the First Amendment to the



1 agreement were \$432,800; and

2 **WHEREAS**, the fees for the additional services in this Amendment total  
3 \$246,423; and

4 **NOW, THEREFORE**, in consideration of the foregoing and providing that all  
5 other sections not amended remain intact, the parties hereto do hereby agree as  
6 follows:

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

9 **Section 1. SCOPE OF WORK.** The CONSULTANT shall perform all services  
10 and other activities necessary to design and prepare construction documents ready to  
11 advertise and receive bids for the project in accordance with the terms of the  
12 Agreement dated June 12, 2007 and the First Amendment dated October 3, 2008.  
13 Additional services to be performed by the CONSULTANT include engineering  
14 services as described in Exhibit "A-2", incorporated herein and attached hereto.

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

17 **Section 2. CONSULTANT'S COMPENSATION AND METHOD OF**  
18 **PAYMENT.**

19 CONSULTANT compensation shall be an amount not to exceed Nine Hundred  
20 Seventy-Eight Thousand Twenty-Three (\$978,023) Dollars. CONSULTANT shall  
21 submit monthly invoices to AGENCY for progress payments based on work completed  
22 during the preceding month and actual costs incurred. Payments made prior to the  
23 completion of each phase will not exceed the amount allowed in CONSULTANT'S  
24 cost proposal for the completion of that phase and prior phase, unless a prior written  
25 agreement has been obtained. Invoices shall be submitted to the AGENCY  
26 Designated Representative and shall include a Progress Report covering the same  
27 period as the submitted invoice. AGENCY shall reimburse CONSULTANT as promptly  
28 as fiscal procedures will permit upon receipt by the AGENCY Designated

1 Representative of itemized invoices. In the event of errors or omissions in the plans for  
2 the Project, AGENCY shall have the option to require CONSULTANT to perform the  
3 necessary engineering services required to correct such errors and omissions without  
4 charge to the AGENCY.

5 C. Section 5 of the agreement is hereby amended in its entirety to  
6 read as follows:

7 **Section 5. TIME OF PERFORMANCE.**

8 Consultant shall commence and complete performance of services described in  
9 Exhibit "A" and "A1" and "A2" within two (2) years of execution of this Agreement by  
10 AGENCY and agrees that it will diligently and responsibly pursue the performance of  
11 the services required of it by this Agreement. CONSULTANT will perform the services  
12 detailed in Exhibit "A" and "A1" and "A2" through project completion. Any delay in  
13 providing PROJECT services required by this Agreement occasioned by causes  
14 beyond the control and not due to the fault or negligence of CONSULTANT shall be  
15 the reason for granting an extension of time for the completion of the aforesaid work.  
16 When such delay occurs, CONSULTANT shall promptly notify AGENCY in writing of  
17 the cause and of the extent of the delay whereupon AGENCY shall ascertain the facts  
18 and the extent of the delay and grant an extension of time for the completion of the  
19 work when findings of fact justify such an extension of time.

20 ///

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28 /

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

3  
4           **REDEVELOPMENT AGENCY**  
5           **FOR THE COUNTY OF RIVERSIDE**

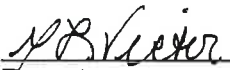
**KRIEGER & STEWART**  
                  **INCORPORATED**

6             
7           BOB BUSTER  
8           Chairman, Board of Directors


  
                  Mark E. Messersmith  
                  Vice President

  
                  Charles A. Krieger  
                  President

9  
10           **APPROVED AS TO FORM:**  
11           PAMELA WALLS  
12           AGENCY COUNSEL

13  
14           By  6/20/11  
15           Deputy

16  
17           **ATTEST:**  
18           KECIA HARPER-IHEM  
19           CLERK OF THE BOARD

20           By   
21           Deputy



April 14, 2011

807-37.1 A / 807-37.6 A

Andrew Frost, 5th District Regional Manager  
Redevelopment Agency for the County of Riverside  
1325 Spruce Street, Suite 400  
Riverside, CA 92507

Subject: Community of Highgrove Center Street Trunk Sewer  
Proposed Second Amendment for Supplemental Engineering Services

Dear Mr. Frost:

Pursuant to our discussions, we have prepared this letter to respectfully request an amendment to our Engineering Services Agreement to add the services outlined below. The supplemental engineering services are composed of two components: (1) providing additional construction engineering services (contract administration and field inspection) related to the trunk sewer installation and (2) design and construction services related to street modifications in La Cadena Avenue, both found to be necessary during the course of the project, but not included in the scope of services set forth in our original agreement (July 15, 2008) nor included in our first amendment (March 23, 2010). Each component is described separately below.

A. Additional Construction Engineering Services for Trunk Sewer Installation

Krieger & Stewart's construction engineering services, as set forth in our first amendment, provided for a 29-week construction period for the trunk sewer installation, which matched the Contract Completion Schedule. The Contractor, TBU Construction, was given Notice to Proceed on May 4, 2010. Krieger & Stewart's construction engineering services through February 26, 2010, a period of 43 weeks from the Notice to Proceed, exhausted our original construction services fee estimate of \$309,200. This was attributable to two reasons: (1) TBU's schedule and progress resulted in less time for our staff on weekly basis during the early months of construction (particularly field staff) and (2) we utilized budget components related to remaining services (balance of construction staking, final inspections, record drawings) to extend our contract administration and inspection period (see Item 3 in table below). The proposed second amendment will re-establish those budget components by increasing the contract administration/inspection services period to reflect the actual construction period.

With respect to the actual construction period, TBU has continued work on the project since February 26 and will continue to work on Phase 1 (the last segment of trunk sewer installation) at least until the current completion date of June 1, 2011, which results in a total of 59 weeks of construction activities. Following is a summary of the estimated contract administration and field inspection for services from February 26 through June 1 2011, based on the estimated weekly time and rates set forth in our original proposal.

Andrew Frost  
April 14, 2011  
Page 2

<u>Component</u>	<u>Subtotal</u>	<u>Total</u>
1. Inspection from February 26, 2011 to June 1, 2011 (this assumes all construction would be completed by June 1, 2011)		
14 weeks at \$4,100 per week (weekly amount from our original proposal)		\$57,400
2. Contract Administration from February 26, 2011 to June 17, 2011 (this assumes all services would be completed by June 17, 2011)		
16 weeks at \$3,390 per week (weekly amount from our original proposal)		\$54,240
3. Re-establish Budget Components for:		
Construction Staking (partial)	\$10,000	
Final Inspection	\$4,352	
Record Drawings (partial)	\$2,053	
Warranty Inspection	\$1,438	
		<u>\$17,843</u>
Total		\$129,483

B. Design and Construction of La Cadena Street Improvements

This component includes both design and construction services related to modifications of La Cadena Avenue in the vicinity of the Riverside Canal, necessary to enable gravity flow of the sewer line for the initial condition (extremely low flow) to ultimate condition ( area build out). Services include preliminary engineering (numerous meetings with City of Riverside Public Works and Public Utilities staffs to identify the preferred modifications, including feasibility analyses and preliminary design of a number of alternatives), design of the chosen alternative and preparation of construction drawings for same (including retaining walls, reinforced concrete encasements, and reinforced concrete bridges where the trunk sewer crosses the Riverside Canal), assisting Agency staff in securing bids and executing contract for the work, contract administration, construction inspection, staking, and plan checking fees. We estimate the modifications can be constructed in 6 weeks. Our estimated fees for the services described are set forth below and are based on the estimated weekly time and rates set forth in our original proposal.

Andrew Frost  
April 14, 2011  
Page 3

	<u>Component</u>	<u>Total</u>
1.	Preliminary and Final Design Services for Street Modifications	\$60,000
2.	Inspection 6 weeks at \$4,100 per week	\$24,600
3.	Contract Administration 6 weeks at \$3,390 per week	\$20,340
4.	Construction Staking	\$5,000
5.	City Plan Checking Fee	\$7,000
	Total	\$116,940

Based on the above, we respectfully request that the Agency increase our engineering fee for our construction engineering services from \$309,200 to \$555,623 (an increase of \$246,423, \$129,483 + \$116,940) as the result of Krieger & Stewart providing construction engineering services for 59 weeks in lieu of the 29 weeks set forth in our proposal and for design and construction engineering services related to the street improvements for East La Cadena Drive.

We are available to discuss our request with you at your convenience.

Sincerely,

KRIEGER & STEWART

  
Charles A. Krieger

  
Mark E. Messersmith

CAK/MEM/jcb  
807-37P1-AMENDMENT 2

# TED BURTON'S UNDERGROUND, INC.



Developer: County of Riverside Redevelopment agency

4/5/2011

Engineer: Krieger and Stewart

Attn: Mark,

**Extra to contract**  
Changes to Road La cadena Ave

			PRICE		TOTAL
Credit Item #105 15" VCP	-656	@	\$ 135.00	= \$	(88,560.00)
Restock Fee 25%			25%	\$	9,000.00
Credit Item #143 Base and Base Pave	-475	@	\$ 20.00	= \$	(9,500.00)
Credit Item #144 Grind Overlay	-475	@	\$ 5.10	= \$	(2,422.50)
Credit Item #115 Open Cut and Casing	-1	@	\$ 48,100.00	= \$	(48,100.00)
Credit Item #142 Temp Pave	-475	@	\$ 7.00	= \$	(3,325.00)

Total Credit for Items not being used \$ (142,907.50)

Item # 105 Credit includes restock cost.

**New Items:**

14" #401 coated special DIP	656	lf	\$ 168.00	= \$	110,208.00
Sta 29+37 to sta 35+93					
Cn Block for encasement (3 per pipe)	111	ea	\$ 5.00	= \$	555.00
Encasement per plan	656	lf	\$ 70.00	= \$	45,920.00
Compressable material over SD	15	lf	\$ 115.00	= \$	1,725.00
Grind and remove road	13150	sf	\$ 2.50	= \$	32,875.00
Road Compacted Fill	1580	tns	\$ 15.00	= \$	23,700.00
Redwood Header 2x4 with 2' x4" stakes	475	lf	\$ 15.00	= \$	7,125.00
Cut and remove existing Curb	450	lf	\$ 18.50	= \$	8,325.00
Transition Curb	150	lf	\$ 32.00	= \$	4,800.00
Over excavate for footing of wall curb	269	cu yds	\$ 27.50	= \$	7,397.50
Curb retaining wall:					
2' wall and footing	35	lf	\$ 182.00	= \$	6,370.00
2'4" wall and footing	50	lf	\$ 196.00	= \$	9,800.00
3'6" wall and footing	111	lf	\$ 235.00	= \$	26,085.00
4'6" wall and footing	123	lf	\$ 288.00	= \$	35,424.00
5'6" wall and footing	50	lf	\$ 320.00	= \$	16,000.00
6" asphalt over 6" Class 2 base	13150	sf	\$ 7.15	= \$	94,022.50
Added Block retaining wall avg 3' tall & Ballards	22	lf	\$ 385.00	= \$	8,470.00

Total extra \$ 438,802.00

**Total Change Order \$ 295,894.50**

THANK YOU,  
TED BURTON

**238 MAPLE AVE., BEAUMONT, CA. 92223**  
**PHONE (909) 769-0647 FAX (909) 769-7137**

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**FIRST AMENDMENT TO  
AGREEMENT FOR CONSULTING SERVICES  
BETWEEN KRIEGER AND STEWART  
AND  
THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE  
FOR THE HIGHGROVE SEWER PROJECT**

THE FIRST AMENDMENT TO THE "HIGHGROVE SEWER PROJECT" (the "Amendment") is entered into on this 23<sup>rd</sup> day of March 2010, by and between the County of Riverside Redevelopment Agency, a public body (hereinafter "Agency"), and Krieger and Stewart, INC. (hereinafter "Consultant").

**WITNESSETH:**

**WHEREAS**, the parties entered into the original Agreement on July 15, 2008; and

**WHEREAS**, the scope of services required for successful completion of the project has been expanded due to the necessary extension of the sewer line into the City of Riverside and the need to provide for Construction Administration and Management that were not part of the original agreement; and

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

**WHEREAS**, fees for the additional services total Four Hundred Thirty-Two Thousand Eight-Hundred Dollars (\$432,800); **and**

**NOW, THEREFORE**, in consideration of the foregoing and providing that all other sections not amended remain intact, the parties hereto do hereby agree as follows:

A. Section 1 of the Agreement is hereby amended to add an additional paragraph as follows:

"1. **SCOPE OF WORK.** The services to be performed by Consultant are the additional engineering services necessary to extend the sewer point of connection to Palmyrita Road and provide construction administration and management for the construction phase of the project. The scope of services is more fully described in Exhibit "A1" (attached hereto). Options specified in the scope of services are to be exercised at the discretion of Agency per written request to Consultant."



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

2 **"2. COMPENSATION AND METHOD OF PAYMENT.**

3 Consultant's compensation shall be an amount for actual work performed, not to exceed  
4 Seven-Hundred Thirty-One Thousand Six Hundred Dollars (\$731,600). Consultant will bill  
5 monthly, in accordance with the schedule of fees outlined in Exhibit "B" unless no charges  
6 were incurred for the month."

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

8 **"5. TIME OF PERFORMANCE.**

9 CONSULTANT shall commence and complete performance of services described in  
10 Exhibit "A" and "A1" within two (2) years of execution of this Agreement by AGENCY  
11 and agrees that it will diligently and responsibly pursue the performance of the services  
12 required of it by this Agreement. CONSULTANT will perform the services detailed in  
13 Exhibit "A" and "A1" through PROJECT completion. Any delay in providing PROJECT  
14 services required by this Agreement occasioned by causes beyond the control and not due to  
15 the fault or negligence of CONSULTANT shall be the reason for granting an extension of  
16 time for the completion of the aforesaid work. When such delay occurs, CONSULTANT  
17 shall promptly notify AGENCY in writing of the cause and of the extent of the delay  
18 whereupon AGENCY shall ascertain the facts and the extent of the delay and grant an  
19 extension of time for the completion of the work when findings of fact justify such an  
20 extension of time.

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1 IN WITNESS WHEREOF, Consultant and Agency have executed this Amendment  
2 as of the date first above written.

3  
4 **REDEVELOPMENT AGENCY FOR KRIEGER AND STEWART, INC.**  
5 **THE COUNTY OF RIVERSIDE**

6  
7 By: Marion Ashley By: Robert A. Krieger  
8 Marion V Ashley Robert A. Krieger  
9 Chairman of the Board of Directors President

10 ATTEST:  
11 KECIA HARPER-IHEM, Clerk

12 By: Dee Dee Eckler  
13 DEPUTY

14 By: Charles A. Krieger  
15 Charles A. Krieger  
16 Secretary

17 **APPROVED AS TO FORM:**

18 By: Marsha L. Victor 3/19/10  
19 Agency Counsel  
20 Marsha L. Victor

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**EXHIBIT "A-1"**

**CONSTRUCTION ENGINEERING SERVICES PROPOSAL  
COMMUNITY OF HIGHGROVE CENTER STREET TRUNK SEWER PROJECT  
KRIEGER & STEWART, INCORPORATED**

**SCOPE OF SERVICES**

The proposed Community of Highgrove Center Street Trunk Sewer Project consists of the construction of approximately 10,500 LF of gravity sewer and appurtenances (sewer manholes and sewer laterals) along Center Street (Center Street from Highgrove Place to Michigan Avenue), Highgrove Place (Highgrove Place from East La Cadena Drive to Center Street), and East La Cadena Drive (East La Cadena Drive from Palmyrita Avenue to Highgrove Place).

Construction engineering services required by the Agency consist of reviewing contractor's materials submittals, conducting preconstruction meeting, providing construction staking, processing requested payments by contractor, and evaluating change order requests. Construction engineering services will also include contract administration services to ensure the project proceeds in accordance with the Contract Documents; conducting monthly progress review meetings with Agency staff and the contractor; resolving complaints, concerns and questions from businesses and affected agencies; performing daily construction inspections (including weekly site visits by the Project Engineer); and performing final inspection. Finally, construction engineering services will include preparing record drawings and performing a warranty inspection (one year after construction is completed).

In addition, pursuant to our discussions, the scope of our construction engineering services also includes supplemental engineering services Krieger & Stewart performed during the course of design of the Community of Highgrove Center Street Trunk Sewer Project. The supplemental engineering services consisted of performing additional records research, paying encroachment permit fees, performing additional utility verification, attending meetings with public agencies, analyzing various sewer alignment alternatives, designing additional sewer pipeline, and designing a sewage metering station, all found to be necessary during the course of project planning and design, but not included in our original Scope of Services as detailed below. The additional sewer pipeline design was related to constructing additional sewer line in East La Cadena Drive (2,900 LF of sewer from the original proposed point of connection near the Riverside Canal southerly to Palmyrita Avenue) to eliminate the need to construct costly lift station or street and canal improvements that would have been required were the connection point to remain at the original proposed location.

All services will be or have been provided by Krieger & Stewart. Krieger & Stewart's estimated fees are included in Exhibit "B". In addition, our proposal is based on construction of the Community of Highgrove Center Street Trunk Sewer Project taking place from May 2010 to November 2010 as shown in our estimated project schedule (also included in Exhibit "B").

**EXHIBIT "A-1"**

**CONSTRUCTION ENGINEERING SERVICES PROPOSAL  
COMMUNITY OF HIGHGROVE CENTER STREET TRUNK SEWER PROJECT  
KRIEGER & STEWART, INCORPORATED**

**SCOPE OF SERVICES**

The scope of our construction engineering services is organized as follows:

**A. CONSTRUCTION ENGINEERING SERVICES**

1. Bidding Phase Support and Contract Review
2. Supplemental Engineering and Contract Document Preparation Services
3. Submittals Review
4. Preconstruction Meeting and Progress Meetings
5. Construction Staking
6. Payment and Change Order Requests
7. Contract Administration
8. Construction Inspection and Site Visits
9. Final Inspection
10. Record Drawings
11. Warranty Inspection

Each component is discussed in greater detail in the following subsections.

**1. Bidding Phase Support and Contract Review**

Once the Contract Documents (construction drawings and specifications) are completed and have been approved by the Agency, City of Riverside (City), and Riverside County Transportation Department (RCTD), we will prepare the Notice Inviting Bids and forward it to the Agency for publication. We will then provide copies of the Contract Documents to all prospective bidders. During the bidding period, we will answer questions about or provide clarifications of the Contract Documents. We will also prepare and distribute addenda to all bidders if necessary.

We will assist the Agency with the bid opening and review each bid to determine whether or not it was responsive. For the apparent low bidder, we will check the references supplied, specifically with regard to workmanship, cooperation with inspectors, work completion schedule, and extra work requests. We will also check the contractor's status with the California Contractor's Licensing Board, confirming that the contractor possesses a valid contractor's license.

Following our review of the bids, we will prepare a recommendation of award memorandum for Agency staff which will summarize the bids received and the results of our checks on the contractors' references and recommend Contract award.

EXHIBIT "A-1"

CONSTRUCTION ENGINEERING SERVICES PROPOSAL  
COMMUNITY OF HIGHGROVE CENTER STREET TRUNK SEWER PROJECT  
KRIEGER & STEWART, INCORPORATED

SCOPE OF SERVICES

2. **Supplemental Engineering and Contract Document Preparation Services**

a. Cultural Resources Records Search for Riverside Canal Aqueduct

As required by the City, Krieger & Stewart arranged and assisted in a cultural review of the Riverside Canal Aqueduct at the East La Cadena Drive crossing, including:

- 1) Preparation of an application package requesting a record search for the Riverside Canal Aqueduct and submitting it to the Eastern Information Center at University of California, Riverside (UCR); and
- 2) Payment of a fee for a UCR record search to determine if the Canal has historical significance.

b. Fees and Outside Services

Krieger & Stewart incurred additional costs for outside services as follows:

- 1) In order to expedite the submittal and review process with the California Department of Water Resources, we paid the deposit for review of preliminary construction drawings showing the proposed sewer crossing over the existing Santa Ana Pipeline for issuance of an encroachment permit for construction;
- 2) In order to expedite the submittal and review process with BNSF, we paid the deposit for review of preliminary construction drawings showing the proposed sewer crossing under their railroad tracks for issuance approval for construction; and
- 3) During the course of design, we found it necessary to perform additional utility verification (four additional potholes) along the original alignment. Our proposal was based on fifteen potholes being required for the project with the work being completed in three days (an estimate based on past experience). However, the actual number required could not be determined until the alignment was established and a utility record search was completed. The number of critical crossings identified as a result of the record search was nineteen, four more than

EXHIBIT "A-1"

CONSTRUCTION ENGINEERING SERVICES PROPOSAL  
COMMUNITY OF HIGHGROVE CENTER STREET TRUNK SEWER PROJECT  
KRIEGER & STEWART, INCORPORATED

SCOPE OF SERVICES

included in our original proposal, and the work required four days, one more than included in our original proposal.

c. Meetings with Caltrans, the Agency, and the City and Preparation of Alternative Design Concepts

We met with Caltrans to review encroachment permit requirements for constructing retaining walls and canal modifications at the right-of-way line along East La Cadena Drive. During the meeting, we were advised that Caltrans intended to widen the freeway in the project area; we then attended a second meeting with the Caltrans Planning Division to discuss their plans for widening I-215 and its impact on the sewer project. We prepared a memorandum to the Agency summarizing our findings during the meetings with Caltrans. We met with the Agency and reviewed Caltrans' plans to widen I-215, the impact it will have on the Highgrove Center Street Trunk Sewer project, and presented an alternative design concept for a proposed gravity sewer extension along East La Cadena Drive. After we met with the Agency, we met with the City to review the alternative design concept; they subsequently approved the revised sewer alignment.

d. Design of Additional Sewer Pipeline in East La Cadena Drive

Based on our cost and constructability analyses for sewer line alternatives in East La Cadena Drive, the Agency directed us to proceed with preparation of drawings and specifications for a sewer line along East La Cadena Drive from the original proposed connection point to a new connection point at Palmyrita Avenue (approximately 2,900 LF). Our services generally matched those described in our proposal for the original alignment. The drawings and specifications are complete and have been submitted to the City for review and approval; they have also been incorporated into the Community of Highgrove Center Street Trunk Sewer bid package.

In order to prepare comprehensive construction drawings for the additional sewer line, it was necessary for us to perform utility verification (potholing) of four existing utilities and perform field surveying to expand the aerial photogrammetry base mapping.

In addition, the City required the preparation of traffic control drawings along the alignment from Palmyrita Avenue to Iowa Avenue. The traffic control

EXHIBIT "A-1"

CONSTRUCTION ENGINEERING SERVICES PROPOSAL  
COMMUNITY OF HIGHGROVE CENTER STREET TRUNK SEWER PROJECT  
KRIEGER & STEWART, INCORPORATED

SCOPE OF SERVICES

drawings are required because the City has a grade separation project scheduled for early spring 2010 where Iowa Avenue crosses the BNSF Railroad, and they are planning to use East La Cadena Drive for their detour route. The Agency's and City's projects will be coordinated for traffic circulation purposes. We coordinated with the City and considered both projects in our design, thereby expediting the plan review process and acquisition of approvals for construction.

During our utility review for the sewer design process, we also discovered that the proposed sewer line profile conflicts with two significant storm drain facilities crossing East La Cadena Drive. Our project design included redesign and modification of existing storm drains, which are reflected in the construction drawings and specifications; these modifications have also been submitted to the City for review.

e. Design of Sewage Metering Station

The City is requiring that flows from outside the City limits be metered where they enter the City's collection system. Thus, we were required to prepare additional drawings and specifications for a sewer metering manhole and associated power and controls (electrical panel, service panel, remote transmitters, etc.). This item included preparation of design and equipment alternative packages and meetings with City staff to review alternatives and assist in selection of the metering equipment. It also included preparing a letter report to the City outlining the sewage flow timeline for future flows to determine when meters will have to be upsized.

In addition, the City advised us (during a meeting on November 17, 2009) that they require monitoring and recordation of wastewater flow at the metering manhole through their Supervisory Control and Data Acquisition (SCADA) system using radio telemetry. The City's SCADA technician advised us that a radio survey by their SCADA consultant was necessary. We contracted with the City's SCADA consultant to perform the radio survey. Based on the results of the survey, we determined the required SCADA components and incorporated provisions for procuring and installing the SCADA components into the Contract Documents.

EXHIBIT "A-1"

CONSTRUCTION ENGINEERING SERVICES PROPOSAL  
COMMUNITY OF HIGHGROVE CENTER STREET TRUNK SEWER PROJECT  
KRIEGER & STEWART, INCORPORATED

SCOPE OF SERVICES

3. **Submittals Review**

We will review and approve all materials submittals. We expect submittal documents will be received for sewer pipe and manhole materials, storm drain materials, metering station equipment and materials, paving materials, base materials, concrete, and all related materials. Once the submittals have been reviewed and approved, they will be signed, dated, and sent to both Agency staff and the contractor.

4. **Preconstruction Meeting and Progress Meetings**

We will conduct the preconstruction meeting which will be attended by Agency staff, Krieger & Stewart's principal in charge, project engineer, and project inspector, the contractor, and representatives of RCTD and the City. The preconstruction meeting will provide all parties with the opportunity to review the Contract Documents prior to starting work. Following said meeting, we will prepare and distribute meeting minutes in memorandum format to all parties that attended the meeting.

In addition, we will conduct monthly progress meetings which will be attended by Agency staff, Krieger & Stewart's project engineer and inspector, the contractor, and representatives of RCTD and the City. Said meetings will be used to discuss project progress, scheduling and coordination efforts, and resolution to construction problems encountered. Following said meeting, we will prepare and distribute meeting minutes in memorandum format to all parties that attended the meeting.

5. **Construction Staking**

We will provide construction staking for the sewer pipeline, sewer manholes, sewer laterals, boring and receiving pits, and storm drain improvements. We will provide construction stakes at 25-foot intervals for the proposed improvements. In accordance with the Contract Documents, the contractor will provide any other construction staking required to perform other specified work or grading.

Our survey crew will set the construction stakes at an offset distance requested by the contractor. We will record construction stake information on the cut sheets and mark it in the field, and will then provide copies of the cut sheets to Agency staff and the contractor.

In addition, we will reference (tie out) any monuments that may be damaged or disturbed during construction to existing permanent facilities (e.g. power poles) to facilitate their



**EXHIBIT "A-1"**

**CONSTRUCTION ENGINEERING SERVICES PROPOSAL  
COMMUNITY OF HIGHGROVE CENTER STREET TRUNK SEWER PROJECT  
KRIEGER & STEWART, INCORPORATED**

**SCOPE OF SERVICES**

replacement. Should these monuments be destroyed or disturbed during construction, we will advise Agency of the actual number of monuments requiring resetting (filing of corner records upon resetting of the monuments must be performed in accordance with the Professional Land Surveyors Act and the Riverside County Surveyor's requirements).

We will reset disturbed monuments and file an associated corner record with the Riverside County Surveyor. Alternatively, we can add a provision in the Contract Documents requiring the contractor to tie out and reset the monuments. For the purposes of this proposal, we have estimated that twelve street centerline monuments will have to be reset, and have included a cost for same in Exhibit "B".

**6. Payment and Change Order Requests**

Each month, we will review the construction payment requests submitted by the contractor for work completed. We will compare the work completed with each payment request to ensure that the quantities and amounts requested reflect the actual work completed. After each request has been reviewed (and revised if necessary), we will approve it and send it to Agency staff for approval and payment within one week of receiving the request. We will also submit a monthly status report with each payment request.

We will review any change order request received to determine if said request is warranted. If a change order request is not warranted, we will reject same in writing; prior to sending rejection letters to the contractor, we will review same with Agency staff. If a change order request appears justified, we will review it with the construction inspector and compare it with field reports for confirmation of materials, equipment, and/or labor involved; we will review same with Agency staff and receive Agency approval prior to preparing and processing the contract change order in a timely manner.

**7. Contract Administration**

Throughout the course of construction, we will respond to inquiries regarding the Contract Documents in order to ensure that the sewer and related facilities are constructed in compliance with same. Our project engineer will work closely with our inspector, the contractor, the Agency, RCTD, and the City to promptly address all matters arising during construction. Our construction management activities will include progress review to ensure that the project is proceeding according to schedule, progress review with Agency staff, and related services.

**EXHIBIT "A-1"**

**CONSTRUCTION ENGINEERING SERVICES PROPOSAL  
COMMUNITY OF HIGHGROVE CENTER STREET TRUNK SEWER PROJECT  
KRIEGER & STEWART, INCORPORATED**

**SCOPE OF SERVICES**

Project progress and any changes during construction will be noted on a set of the project's Contract Documents maintained in our office. If a problem occurs requiring an Agency decision, we will consult with Agency staff. We will attempt to resolve complaints, concerns, and questions from businesses and other affected agencies as they arise.

Through telephone conferences, meetings, and presentations, our project engineer will keep Agency staff informed of project progress, problems that occur during construction, and any changes in work.

We will ensure that telephone numbers for normal working hours, evenings, and weekends for our staff, contractor, utilities, and emergency services are provided to all concerned parties.

**8. Construction Inspection and Site Visits**

We will provide daily construction inspection to verify that the project is progressing in compliance with the Contract Documents. We will provide one full-time inspector at 40 hours per week during construction. In addition, our project engineer will perform weekly site visits. Based on the daily inspections and site visits, we will inform the Agency of the progress and quality of the work being performed as well as any issues requiring attention. We will summarize our findings and present them at our monthly progress meetings.

We will also prepare field reports which will document all observed project activity, including location of the activity, number of workers present, construction equipment used, inspector present (e.g., RCTD, City), weather conditions, and construction progress. We will provide said field reports to Agency staff for their review and records.

**9. Final Inspection**

After project construction is essentially complete, members of our project team and Agency staff will field review the project and prepare a construction deficiency list (punch list) of items requiring remedial work. After all deficiencies are corrected, our project engineer will prepare a letter to Agency staff recommending acceptance of the project.

**EXHIBIT "A-1"**

**CONSTRUCTION ENGINEERING SERVICES PROPOSAL  
COMMUNITY OF HIGHGROVE CENTER STREET TRUNK SEWER PROJECT  
KRIEGER & STEWART, INCORPORATED**

**SCOPE OF SERVICES**

**10. Record Drawings**

Once the project has been completed, we will provide the Agency, RCTD, and the City with a complete set of record drawings which will reflect the improvements as constructed; any changes made during project construction will be shown on the record drawings. Said record drawings will be based on data furnished by the public agencies, the contractor, and our weekly field reports. We anticipate having to "check out" RCTD's and the City's original mylars and perform any changes directly thereto. A set of "record" prints will then be made and provided to the Agency within 60 days of the project's completion.

**11. Warranty Inspection**

Key members of our design team will participate in an inspection of the improvements one month prior to the conclusion of the contractor's one-year warranty period and make recommendations for repairs or modifications as appropriate.

RAN/bit  
807-37P1-PRO-CONST

**EXHIBIT "B"**

**CONSTRUCTION ENGINEERING SERVICES PROPOSAL  
COMMUNITY OF HIGHGROVE CENTER STREET TRUNK SEWER PROJECT  
KRIEGER & STEWART, INCORPORATED**

**FEE ESTIMATE AND PROJECT SCHEDULE**

**A. FEE ESTIMATE**

Our estimated fee for providing the services described in our proposal is indicated on Table 1. As shown thereon, we propose to provide all of the services included in our Scope of Services for a fee not to exceed \$432,800.00, which includes \$10,000.00 for reimbursable expenses. Also shown on Table 1 is an additional fee of \$12,000.00 to reset damaged/disturbed monuments (if requested by the Agency). A copy of our 2010 Fee Schedule is also attached, and our fee estimate is based on the rates specified therein. Our fee is subject to negotiation based on clarification or revision of the Scope of Services. The fee set forth on Table 1 is an estimate and may change based on clarifications of the project scope (including construction phasing and/or modifying the project scope).

Please note that our fee estimate 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. The Contract Work will be specified to be completed in 29 weeks. We have estimated the required duration for providing Krieger & Stewart's contract administration services at 32 weeks (commencing with project award), approximately three weeks beyond the Contract completion, to accommodate (possible) extensions to the construction schedule (see Exhibit "C") that may be required or directed. Field construction of the proposed sewer improvements is anticipated to be completed within 26 weeks. Again, we have estimated our construction phase services to extend three weeks beyond the anticipated completion date (for a total of 29 weeks) to accommodate possible extensions to the construction schedule.
2. Construction staking will be scheduled to allow a minimum of one full day of construction staking for each trip to the site. Construction staking will be required for the sewer pipeline, sewer manholes, sewer laterals, and boring and receiving pits. Our estimate is based on providing construction staking at 25-foot intervals for the proposed sewer and at all manholes.

If directed, we will reset disturbed monuments and file an associated corner record with the Riverside County Surveyor for a lump sum fee of \$1,000 each. For the purposes of this proposal, we have estimated that twelve street centerline monuments will have to be reset.

**EXHIBIT "B"**

**CONSTRUCTION ENGINEERING SERVICES PROPOSAL  
COMMUNITY OF HIGHGROVE CENTER STREET TRUNK SEWER PROJECT  
KRIEGER & STEWART, INCORPORATED**

**FEE ESTIMATE AND PROJECT SCHEDULE**

3. Contract administration by Krieger & Stewart's principal-in-charge will require a maximum (average) of 4 hours per week during the construction period (29 weeks). Contract administration by Krieger & Stewart's project engineer will require a maximum (average) of 16 hours per week during the construction period (29 weeks).
4. Construction inspection by Krieger & Stewart's project inspector will require a maximum (average) of 40 hours per week during the construction period (29 weeks).
5. Twenty submittals and re-submittals will be required for the Project, with each submittal requiring 3 hours to review.
6. We will conduct monthly progress meetings (6 total).
7. Final inspection will require a maximum of 16 hours (2 days).

For our construction engineering services, our fee estimate is based on our experience with similar projects; however, our actual fee for construction engineering services will depend on the efficiency, competence, and diligence of the contractor.

**B. PROJECT SCHEDULE**

Our estimated schedule for Contract Document preparation and project construction is shown on Table 2. As shown, final Contract Documents should be available to contractors by February 9, 2010, assuming we receive signed drawings from the City and RCTD in a timely manner. We anticipate the Agency advertising the project by the end of January 2010, and project construction being completed by November 2010. Thereafter, we will provide the warranty inspection 11 months following the completion of construction (October 2011).

RAN/blt  
807-37P1-PRO-CONST

**EXHIBIT "B", TABLE 1  
REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE  
COMMUNITY OF HIGHGROVE CENTER STREET TRUNK SEWER  
ESTIMATED FEE FOR CONSTRUCTION ENGINEERING SERVICES**

COMPONENT	PRINCIPAL IN CHARGE (1)	PROJECT ENGINEER (2)	STAFF ENGINEER (3)	CONSTRUCTION INSPECTOR (4)	CADD SERVICES (5)	CLERICAL (6)	SURVEYING (7)	TOTAL	
	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	\$	
1. BIDDING PHASE AND CONTRACT REVIEW	16 2,880	24 3,840				8 632		7,352	
2. SUPPLEMENTAL ENGINEERING AND CONTRACT DOCUMENT PREPARATION SERVICES									
A. CULTURAL RESOURCES RECORDS SEARCH FOR RIVERSIDE CANAL AQUEDUCT				LUMP SUM				1,600	
B. FEES AND OUTSIDE SERVICES									
1) DEPOSIT TO CALIF. DEPT. OF WATER RESOURCES				LUMP SUM				500	
2) DEPOSIT TO BNSF				LUMP SUM				350	
3) ADDITIONAL POTHoles				LUMP SUM				4,850	
C. MEETINGS WITH CALTRANS, THE AGENCY, AND THE CITY AND PREPARATION OF ALTERNATIVE DESIGN				LUMP SUM				7,500	
D. DESIGN OF ADDITIONAL SEWER PIPELINE IN EAST LA CADENA DRIVE				LUMP SUM				79,300	
E. DESIGN OF SEWAGE METERING STATION				LUMP SUM				24,500	
3. SUBMITTALS REVIEW	4 720	20 3,200	40 5,200	8 800		16 1,264		11,184	
4. PRECONSTRUCTION MEETING AND PROGRESS MEETINGS	16 2,880	30 4,800		4 400		16 1,264		9,344	
5. CONSTRUCTION STAKING		40 6,400	50 6,500				135 35,100	48,000	
6. PAYMENT AND CHANGE ORDER REQUESTS									
7. CONTRACT ADMINISTRATION AND SITE VISITS	116 20,880	464 74,240						98,280	
8. CONSTRUCTION INSPECTION				1,160 116,000		40 3,160		119,160	
9. FINAL INSPECTION	2 360	16 2,560		8 800		8 632		4,352	
10. RECORD DRAWINGS		8 1,280	8 1,040		24 2,616	2 158		5,094	
11. WARRANTY INSPECTION		8 1,280				2 158		1,438	
			INCLUDED WITH CONTRACT ADMINISTRATION						
SUBTOTAL:	154 27,720	610 97,600	98 12,740	1,180 118,000	24 2,616	132 10,428	135 35,100	\$422,804	
								REIMBURSABLES (ESTIMATED):	
								TOTAL: \$432,804	
								TOTAL (ROUNDED): \$432,800	

RESETTING OF STREET CENTERLINE MONUMENTS: \$12,000  
(Lump Sum Fee of \$1,000 each)

- 2010 FEE SCHEDULE**
- (1) PRINCIPAL ENGINEER I @ \$180 /Hr
  - (2) SENIOR ENGINEER II @ \$160 /Hr
  - (3) STAFF ENGINEER III / SURVEYOR III @ \$130 /Hr
  - (4) CONSTRUCTION INSPECTOR @ \$100 /Hr
  - (5) SENIOR OPERATOR II @ \$109 /Hr
  - (6) SENIOR SECRETARY II @ \$79 /Hr
  - (7) 2-MAN CREW @ \$260 /Hr

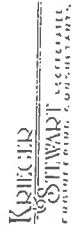


EXHIBIT "B", TABLE 2  
 REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE  
 COMMUNITY OF HIGHGROVE CENTER STREET TRUNK SEWER  
 ESTIMATED PROJECT SCHEDULE THROUGH CONSTRUCTION

COMPONENT	MONTH	2009			2010												
		SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	
1. PREPARATION OF CONSTRUCTION DRAWINGS AND SUBMIT TO PUBLIC AGENCIES (CITY, COUNTY)		■															
2. INITIAL REVIEW BY PUBLIC AGENCIES			■														
3. ADDRESS INITIAL REVIEW COMMENTS AND SUBMIT FINAL CONSTRUCTION DRAWINGS TO PUBLIC AGENCIES				■													
4. SECOND REVIEW BY PUBLIC AGENCIES					■												
5. FINAL CONTRACT DOCUMENTS, OBTAIN CITY AND COUNTY APPROVAL, AND DISTRIBUTE CONTRACT DOCUMENTS TO CONTRACTORS						■											
6. ADVERTISE AND AWARD CONTRACT									■								
7. EXECUTE CONTRACT AND SUBMITTAL REVIEW										■							
8. INSTALL PROPOSED SEWER														■			
9. FINAL CLEAN UP																	■

FEE SCHEDULE  
 2010

CLASSIFICATION	RATES \$/Hr.
<b>Consulting, Design, Construction, Engineering, Environmental, Geologic, and Surveying Services (Office)</b>	
Consultant	240.00
Principal III	220.00
Principal II	200.00
Principal I	180.00
Senior III	170.00
Senior II	160.00
Senior I	150.00
Associate III	145.00
Associate II	140.00
Associate I	135.00
Staff III	130.00
Staff II	115.00
Staff I	100.00
Technician III	85.00
Technician II	80.00
Technician I	75.00
<b>Forensic Services</b>	
Principal Expert:	
Testimony, Deposition, and Trial	350.00
Investigation and Preparation	250.00
Associate Expert:	
Testimony, Deposition, and Trial	250.00
Investigation and Preparation	225.00
<b>Computer Aided Design Services</b>	
Senior Operator III	115.00
Senior Operator II	109.00
Senior Operator I	103.00
Staff Operator III	98.00
Staff Operator II	89.00
Staff Operator I	84.00
<b>Surveying Services (Field)</b>	
2 Man Crew with Standard Equipment and Survey Truck	260.00
1 Man Crew with Standard Equipment and Survey Truck	225.00
<b>Construction Services (Field)</b>	
Engineer	130.00
Inspector	
Regular Time	100.00
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 (Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the Day After, Christmas Day)	147.00



**FEE SCHEDULE  
 2010  
 (continued)**

CLASSIFICATION	RATES \$/Hr.
<b>Support Services</b>	
Senior Secretary II	79.00
Senior Secretary I	75.00
Staff Secretary II	70.00
Staff Secretary I	62.00
Utility Clerk II	58.00
Utility Clerk I	55.00
<b>Outside Services</b>	
Special Consultants and Purchased Services	Cost + 15%
<b>Reimbursable Expenses</b>	
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.

2010-FEES (01/13/2010)

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 HIGHGROVE SEWER PROJECT**

8           **THIS AGREEMENT**, is made and entered into this 15<sup>th</sup> day of July, 2008 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 Numbers 821 and 822, on July  
18 16, 2002, a redevelopment plan for an area within the county identified as the I-215  
19 Redevelopment Project Area (hereinafter referred to as "PROJECT AREA"); and

20           **WHEREAS**, the I-215 Corridor 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 include the design and construction of sewers and other public facilities, to  
25 preserve the public health, safety, and welfare within the PROJECT AREA; and

26           **WHEREAS**, the proposed services provided in this agreement will benefit the PROJECT  
27 AREA by eliminating blight and revitalizing the substandard physical conditions as determined  
28 and implemented through the PLAN; and

**WHEREAS**, the AGENCY selected CONSULTANT to provide consulting and  
          engineering services based on their qualifications; and

1           **WHEREAS**, CONSULTANT has agreed to provide such services to AGENCY.

2           **NOW, THEREFORE**, in consideration of the mutual promises contained herein, the  
3 parties hereto agree as follows:

4           **1.       SCOPE OF WORK.** CONSULTANT shall provide all technical and professional  
5 services for the Highgrove Sewer Project (hereinafter referred to as "PROJECT") including  
6 labor, material, transportation, supervision, and expertise to fully and adequately perform and  
7 complete the services as described in Exhibit "A", attached hereto and incorporated herein by  
8 this reference, which includes, but is not limited to, the following services:

9                   A.       Preliminary design services including conceptual design; and

10                   B.       Final design services including PROJECT schedule, design surveys,  
11 utility coordination, contract documents, cost estimates, geotechnical investigation, and  
12 environmental clearance.

13           All deliverables shall be prepared in accordance with federal, state, County of Riverside  
14 (hereinafter referred to as "COUNTY"), the City of Riverside, and AGENCY's applicable laws,  
15 ordinances, codes, practices, regulations, policies, procedures, manuals and standards where  
16 applicable. All deliverables are subject to review and acceptance by AGENCY. CONSULTANT  
17 and any Subcontractors shall permit AGENCY and COUNTY to review and inspect PROJECT  
18 activities including review and inspection at all reasonable times with reasonable notice on a  
19 daily basis.

20           **2.       COMPENSATION AND METHOD OF PAYMENT.**       CONSULTANT  
21 compensation shall be an amount not to exceed Two Hundred Ninety Eight Thousand, Eight  
22 Hundred Dollars (\$298,800). CONSULTANT shall submit monthly invoices to AGENCY for  
23 progress payments based on work completed during the preceding month and actual costs  
24 incurred. Payments made prior to the completion of each phase will not exceed the amount  
25 allowed in CONSULTANT's cost proposal for the completion of that phase and prior phases,  
26 unless a prior written agreement has been obtained. Invoices shall be submitted to the  
27 AGENCY Designated Representative and shall include a Progress Report covering the same  
28 period as the submitted invoice. AGENCY shall reimburse CONSULTANT as promptly as fiscal

1 procedures will permit upon receipt by the AGENCY Designated Representative of itemized  
2 invoices. In the event of errors or omissions in the plans for PROJECT, AGENCY shall have  
3 the option to require CONSULTANT to perform the necessary engineering services required to  
4 correct such errors and omissions without charge to the AGENCY.

5 **3. LABOR CODE AND PREVAILING WAGES.** Certain Classifications of Labor  
6 under this contract may be subject to prevailing wage requirements. It is anticipated that survey  
7 and/or soils testing work will or may be performed which classifications are subject to payment  
8 of prevailing wage when performed as pre-construction activities on a public works project.

9 A. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code  
10 (commencing with Section 1720). By this reference said Chapter 1 is  
11 incorporated herein with like effect as if it were here set forth in full. The parties  
12 recognize that said Chapter 1 deals, among other things with discrimination,  
13 penalties and forfeitures, their disposition and enforcement, wages, working  
14 hours, and securing worker's compensation insurance and directly effect the  
15 method of prosecution of the work by Consultant and subject it under certain  
16 conditions to penalties and forfeitures. Execution of the Agreement by the  
17 parties constitutes their agreement to abide by said Chapter 1, their stipulation as  
18 to all matters which they are required to stipulate as to by the provisions of said  
19 Chapter 1, constitutes Consultant's certification that he is aware of the provisions  
20 of said Chapter 1 and will comply with them and further constitutes Consultant's  
21 certification as follows: "I am aware of the provisions of Section 3700 of the  
22 California Labor Code which require every employer to be insured against liability  
23 for worker's compensation or to undertake self-insurance in accordance with the  
24 provisions of that Code, and I will comply with such provisions before  
25 commencing the performance of the work of this contract."

26 B. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates,  
27 including the per diem wages applicable to the work, and for holiday and  
28 overtime work, including employer payments for health and welfare, pension,

1 vacation, and similar purposes, in the county in which the work is to be done  
2 have been determined by the Director of the California Department of Industrial  
3 Relations. These wages are available from the California Department of  
4 Industrial Relations' Internet website at <http://www.dir.ca.gov>, and are available  
5 at the main office of Agency.

6 **4. AMENDMENTS TO WORK PROGRAM.** AGENCY's Executive Director is  
7 authorized to approve and execute changes to the Agreement for up to seventy-five thousand  
8 dollars (\$75,000). Such changes shall be mutually agreed upon by and between the Executive  
9 Director and CONSULTANT and shall be incorporated in written amendments to this  
10 Agreement. No payment will be made for any additional work performed prior to AGENCY  
11 approval of the amendment.

12 **5. TIME OF PERFORMANCE.** CONSULTANT shall commence and complete  
13 performance of services described in Exhibit "A" within one (1) year of execution of this  
14 Agreement by AGENCY and agrees that it will diligently and responsibly pursue the  
15 performance of the services required of it by this Agreement. CONSULTANT will perform the  
16 services on Exhibit "A" through PROJECT completion unless the work program is altered by  
17 written amendments pursuant to the provisions in Section 4, Amendments to the Work. Any  
18 delay in providing PROJECT services required by this Agreement occasioned by causes  
19 beyond the control and not due to the fault or negligence of CONSULTANT shall be the reason  
20 for granting an extension of time for the completion of the aforesaid work. When such delay  
21 occurs, CONSULTANT shall promptly notify AGENCY in writing of the cause and of the extent  
22 of the delay whereupon AGENCY shall ascertain the facts and the extent of the delay and grant  
23 an extension of time for the completion of the work when findings of fact justify such an  
24 extension of time.

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

1 this Agreement.

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

5 **AGENCY:**               Brenda Salas, Project Manager  
6                               Riverside County Economic Development Agency  
7                               1325 Spruce Street, Ste. 400, Riverside, CA 92507  
8                               Phone: (951) 955-8916; Fax: (951) 955-6686

9 **CONSULTANT:**       Charles A. Krieger  
10                              Krieger & Stewart, Incorporated  
11                              3602 University Ave.  
12                              Riverside, CA 92501  
13                              Phone: (951) 684-6900; Fax: (951) 684-6986

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

16       **8.     OWNERSHIP OF DOCUMENTS.** The AGENCY acknowledges that the  
17 CONSULTANT's reports, drawings, specifications, field data, field notes, laboratory test data,  
18 calculations, estimates and other similar documents are instruments of professional service, not  
19 products. Although ownership of such documents normally is retained by the CONSULTANT,  
20 they nonetheless shall in this instance become upon their creation the property of the AGENCY  
21 whether the PROJECT is constructed or not. The CONSULTANT may however retain the  
22 copyright to such documents. The AGENCY may use the design documents and the designs  
23 depicted in them, without the CONSULTANT's consent, in connection with the PROJECT, or  
24 other AGENCY or COUNTY projects, including, without limitation, future additions, alterations,  
25 connections, repairs, information, reference, use or occupancy of the PROJECT. Any reuse of  
26 the documents by AGENCY or COUNTY without the written consent of the CONSULTANT shall  
27 be at AGENCY's or COUNTY's sole risk and without liability or legal exposure to the  
28 CONSULTANT, and AGENCY or COUNTY shall indemnify, defend and hold the CONSULTANT  
harmless from any claims or losses arising out of such use of the design documents by the  
AGENCY or COUNTY.

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

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

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

19           **12.   GOVERNING LAW; JURISDICTION.** This Agreement shall be governed by and  
20 construed in accordance with the laws of the State of California. The Parties agree that this  
21 Agreement has been entered into at Riverside, California, and that any legal action related to  
22 the interpretation or performance of the Agreement shall be filed in the Superior Court for the  
23 State of California, in Riverside, California.

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

1 such litigation or arbitration.

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

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

14       **16. PERFORMANCE PERIOD.** CONSULTANT is advised that any recommendation  
15 for agreement award is not binding on AGENCY until the proposed contract is approved by  
16 AGENCY, and the Agreement is fully executed and approved by AGENCY. When AGENCY  
17 determines that CONSULTANT has satisfactorily completed the PROJECT services, AGENCY  
18 shall give CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall not incur  
19 any further costs hereunder unless so specified in the Notice of Final Acceptance.  
20 CONSULTANT may request a Notice of Final Acceptance determination when, in its opinion, it  
21 has satisfactorily completed all covenants as stipulated in this Agreement.

22       **17. REPORTING PROGRESS.** As part of the monthly invoice CONSULTANT shall  
23 submit a progress report. Progress Reports shall indicate the progress achieved during the  
24 previous month in relation to the Scope of Services. Submission of such progress report by  
25 CONSULTANT shall be a condition precedent to receipt of payment from AGENCY for each  
26 monthly invoice submitted. To ensure understanding and performance of the Agreement  
27 objectives, meetings between AGENCY and CONSULTANT shall be held as often as deemed  
28 reasonably necessary. All work objectives, CONSULTANT's work schedule, the terms of this



1 Agreement and any other related issues will be discussed and/or resolved. CONSULTANT  
2 shall keep minutes of meetings and distribute copies of minutes as appropriate.

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

23       **19.     TERM AND TERMINATION.** The term of this Agreement shall be two (2) years  
24 from the date of execution. The Agency shall have the right to terminate this Agreement at any  
25 time, with or without cause, upon thirty (30) days prior written notice. Upon receipt of notice, the  
26 Consultant shall immediately discontinue work and cancel all outstanding commitments for  
27 material, services or sub-consultants that may be cancelled without undue cost. Consultant  
28 shall notify Agency of commitments that cannot be cancelled without undue cost and Agency

1 shall have the right to determine the best course of action. Subject to compliance with the  
2 foregoing and all other provisions of this Agreement, Agency shall pay to Consultant reasonable  
3 and proper termination charges which shall not include anticipated profit. Agency shall be  
4 entitled to all material specifically accumulated for the work and included in the above costs.  
5 The Agency shall further compensate Consultant for actual services performed in accordance  
6 with this Agreement, through the date of termination. Consultant shall provide documentation  
7 deemed adequate by County to show the services actually completed and cost incurred by  
8 Consultant.

9 This Agreement may be terminated by either the Consultant or the AGENCY upon seven  
10 (7) days written notice to the other party, in the event of substantial failure of performance by the  
11 other party, or upon Agency's election to abandon or indefinitely postpone the project. In the  
12 event the Agency elects to abandon or indefinitely postpone the project and gives notice of  
13 termination, the Agency shall make a lump-sum payment for all services performed to date of  
14 written notice a total amount which bears the same ratio to the total maximum fee otherwise  
15 payable under this Agreement as the services actually performed bear to the total services  
16 necessary for performance of this Agreement.

17 Notwithstanding any of the provisions of this Agreement, the Consultant's rights under  
18 this Agreement shall terminate (except for fees accrued prior to the date of termination) upon  
19 the Consultant's bankruptcy, or in the event of fraud, dishonesty, or willful or material breach of  
20 this Agreement by the Consultant or at the Agency's election, in the event of the Consultant's  
21 willingness or inability for any reason whatsoever to perform the duties hereunder. In such  
22 event, the Consultant shall be entitled to no further compensation under this Agreement except  
23 for services actually rendered, it being the intent that the Consultant shall be paid as specified  
24 only during such period that the Consultant shall, in act, perform the duties hereunder.

25 **20. NOTICES OF TERMINATION.** Notice of termination by AGENCY to  
26 CONSULTANT shall be deemed delivered if sent by certified mail, return receipt requested, to:  
27 Charles A. Krieger, Krieger & Stewart, Inc., 3602 University Ave., Riverside, CA 92501. Notice  
28 by CONSULTANT to AGENCY shall be deemed delivered if sent by certified mail, return receipt

1 requested, to: Brenda Salas, Project Manager, Redevelopment Agency for the County of  
2 Riverside, 1325 Spruce Street, Ste. 400, Riverside, CA 92507.

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

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

18       **23. LIABILITY.** CONSULTANT has total responsibility for the accuracy and  
19 completeness of all data, plans, specifications and estimates prepared for this PROJECT and  
20 shall check all such material accordingly. Although the data and plans will be reviewed by  
21 AGENCY, the responsibility for accuracy and completeness of such items remains solely that of  
22 CONSULTANT.

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

27       The minimum standard of appearance, organization and contents of the drawing shall be  
28 of similar types produced by AGENCY consultants. The page identifying preparers of

1 engineering reports, the title sheet for specifications and each sheet of plans, shall bear the  
2 professional seal, certificate number, registration classification, expiration date of the certificate,  
3 and signature of the professional engineer(s) responsible for their preparation. AGENCY and  
4 CONSULTANT agree that final plans, drawings or other work products prepared by  
5 CONSULTANT are for the exclusive use of AGENCY and will be used by AGENCY for the  
6 project for which they were specifically designed.

7 CONSULTANT acknowledges that the plans, drawings or other PROJECT work  
8 products may be used by AGENCY for the PROJECT regardless of any disputes that may  
9 develop between CONSULTANT and AGENCY.

10 **24. INDEMNITY AND HOLD HARMLESS.** The CONSULTANT agrees to and shall  
11 indemnify and hold harmless the County of Riverside, its Agencies, Districts, Departments and  
12 Special Districts, their respective directors, officers, Board of Supervisors, elected and  
13 appointed officials, employees, agents and representatives (hereinafter individually and  
14 collectively referred to as "Indemnitees") from all liability, including, but not limited to loss, suits,  
15 claims, demands, actions, or proceedings to the extent caused by any alleged or actual  
16 negligence, recklessness, willful misconduct, error or omission of CONSULTANT, its directors,  
17 officers, partners, employees, agents or representatives or any person or organization for whom  
18 CONSULTANT is responsible, arising out of or from the performance of services under this  
19 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 Indemnitees  
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. CONSULTANT shall pass down the insurance obligations contained  
5 herein to all tiers of subconsultants 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**

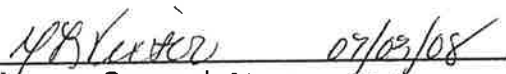
17   
18 ROY WILSON  
19 Chairman, Board of Directors

**KRIEGER & STEWART,**  
**INCORPORATED**

  
20 ROBERT A. KRIEGER  
21 President

22 **APPROVED AS TO FORM:**

  
23 CHARLES A. KRIEGER  
24 Secretary

25 By  07/02/08  
26 Agency Counsel Marsha L. Victor

27 **ATTEST: NANCY ROMERO**  
28 Clerk of the Board

  
Deputy



**DESIGN ENGINEERING SERVICES PROPOSAL  
 FOR THE  
 COMMUNITY OF HIGHGROVE  
 CENTER STREET TRUNK SEWER**

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**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 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 the City of Riverside (City) while providing engineering services, thereby ensuring that each project component meets RCRA and the City'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 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 staff (and the City, as necessary), preliminary design, records search, design survey, base construction drawing preparation, preparation of the draft Contract Documents, and preparation of the final Contract Documents.

We propose to prepare preliminary street improvements for raising a portion of East La Cadena Drive, obtain preliminary approvals from public agencies for same, and conduct a preliminary design engineering review to identify right-of-way, permitting, and street improvement issues concerning the proposed alignment and provide recommendations regarding said alignment. After the proposed alignment is confirmed, we will begin the detailed records search, design survey, and base construction drawing preparation to establish the specific alignment along the proposed corridor. Preparation of the preliminary Construction Drawings and Specifications will occur after RCRA and the City's approval of the specific alignment and after utility verifications. Preparation of the final Construction Drawings and Specifications will occur after RCRA and the City's approval of the preliminary Construction Drawings and Specifications is complete.

At least five formal meetings will be scheduled with RCRA staff (and the City, as necessary) 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 street improvement issues concerning the proposed alignment corridor. We will provide recommendations to ensure design and construction of the project proceeds without unforeseen delays.

Our preliminary design engineering services will include the following:

1. Initial Meeting
2. Right-of-Way Assessment
3. Preliminary Permit Requirements
4. Preliminary Street Improvement Design
5. Preliminary CEQA Assessment
6. Hydraulic Analysis
7. Preliminary Design Memorandum
8. Preliminary Design Review Meeting

Each component is discussed in greater detail below.

**1. Initial Meeting**

We will meet with RCRA and City of Riverside staff to discuss the proposed project, including design criteria, prior to commencing our services and to obtain any information 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. We will review our previously prepared right-of-way assessment for existing traveled ways (performed as part of the Community of Highgrove Infrastructure Assessment) and perform additional evaluation of the alignment easterly of Mt. Vernon Avenue. 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 (if needed) for the proposed alignment corridor.

Based on our preliminary records search, it appears that public right-of-way exists along the proposed alignment.

**3. Preliminary Permit Requirements**

Based on the preliminary review of the proposed alignment corridor, it appears that permits will be required from the California Department of Transportation (Caltrans), the Riverside County Department of Transportation (RCTD), and the City of Riverside (City) for construction within public right-of-way. In addition, encroachment permits will be required for crossing the Riverside Canal Aqueduct, Gage Canal, Riverside

County Flood Control and Water Conservation District (RCFC&WCD) drainage facilities, BNSF Railroad (2 crossings), and the California Aqueduct (East Branch). A permit will be required from the Division of Occupational Safety and Health Mining and Tunneling Unit for gaseous classification for tunneling and jacking casings.

**4. Preliminary Street Improvement Design**

The proposed alignment corridor will cross a low area of East La Cadena Drive at the Riverside Canal Aqueduct crossing. In order to design a gravity sewer to connect to the existing northerly terminus sewer manhole located southerly of the Riverside Canal Aqueduct, we will prepare preliminary street improvement drawings to raise East La Cadena Drive approximately 8 feet along a horizontal length of approximately 1,000 L.F. crossing over the Riverside Canal Aqueduct. We will review said preliminary street improvement drawings with jurisdictional agencies for the purpose of obtaining necessary approvals and permits for construction.

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

**5. Preliminary CEQA Assessment**

We understand that RCRA will prepare the CEQA documents. Therefore, for the purposes of this proposal, our fee does not include preparation of any CEQA documents.

**6. Hydraulic Analysis**

After said preliminary street improvement drawings are complete and approved by jurisdictional agencies and a proposed sewer profile is established for connecting to the existing sewer manhole located southerly of the Riverside Canal Aqueduct, we will determine the gravity sewer requirements (i.e. pipe diameters) necessary to convey the ultimate flow. We will determine peak sewage flows based upon tributary area to the proposed gravity sewer and proposed development within the community of Highgrove. We will utilize the modeling results we previously established (as part of the Community of Highgrove Infrastructure Assessment) and refine them as necessary to reflect the current existing and proposed developments.

**7. Preliminary Design Memorandum**

Once we have completed our review of the proposed alignment corridor, we will prepare a memorandum summarizing our findings, conclusions, and recommendations. Said memorandum will address findings regarding right-of-way, proposed street improvements, gravity sewer requirements, and permit requirements. We will also address the major alignment crossings mentioned above. We will provide a copy of the memorandum to RCRA for review and comment.

**8. Preliminary Design Review Meeting**

After RCRA's review of the above described memorandum, we will schedule a meeting with RCRA and the City 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 the City.

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. Preliminary Contract Documents (50%)
6. Preliminary Design Review Meeting (50%)
7. Jurisdictional Permits
8. Submit Preliminary Construction Drawings to Public Agencies
9. Utility Verification
10. Contract Documents (95%)
11. Final Review Meeting (95%)
12. Submit Drawings to Public Agencies
13. 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 the City of Riverside, Gage Canal Company, Riverside County Flood Control and Water Conservation District (RCFC&WCD), Department of Water Resources, Southern California Gas Company, Southern California Edison Company, telephone companies, and other

affected utilities. 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 1 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 the standard City of Riverside 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, Incorporated to perform a geotechnical investigation. Soil borings will be performed along the proposed alignment corridor (at approximately 1,000 L.F. intervals) and to a depth of 20 feet. In addition, soil borings at a depth of 40 feet will be performed on each side of major crossings for design of boring and jacking a casing under same. 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. The geotechnical investigation will also address the bearing capacity of soils adjacent to the Riverside Canal Aqueduct that will be subject to overburden resulting from the street grade modifications within East La Cadena Drive for use in designing the appropriate reinforced concrete retaining walls (adjacent to the freeway) and protective arch.

**5. 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, 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 the preliminary Construction Drawings.

**6. Preliminary Design Review Meeting (50%)**

Once we have selected an alignment, we will arrange a preliminary design (50%) review meeting with RCRA and City staff. One week prior to the meeting, we will provide RCRA and the City 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 and City 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.

**7. Jurisdictional Permits**

a. Permits

We will obtain encroachment permits from public agencies and companies pertaining to this project as defined in Section B above.

b. 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.

**8. Submit Preliminary Drawings to Public Agencies**

a. Caltrans and City of Riverside

Once the preliminary Construction Drawings have been reviewed and approved by RCRA staff, we will submit said Construction Drawings to Caltrans and the City of Riverside for review and comment.

In addition, we will review the portion of the alignment that is within the limits of the City of Riverside and the portion of the alignment that crosses the existing Riverside Canal Aqueduct (two locations) with City of Riverside. It appears that boring and jacking under one canal crossing will likely be required. We will prepare the appropriate encroachment permit applications and submit them to the City.

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 application and submit it 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 Highgrove-Center Street Storm Drain (crossing Center Street at California Avenue) 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 said existing storm drain may be required. We will prepare the appropriate encroachment permit application and submit it to RCFC&WCD.



d. BNSF Railroad

We will review the portion of alignment that crosses the BNSF Railroad (two crossings) and submit preliminary Construction Drawings for review. Boring and jacking under both railroad lines will be required. We will prepare the appropriate encroachment permit application and submit it to BNSF.

e. Gage Canal Company

We will review the portion of alignment that crosses the Gage Canal with the Gage Canal Company and submit preliminary Construction Drawings for review. It appears that tunneling and jacking under the Gage Canal will likely be required. We will prepare the appropriate encroachment permit application and submit it to the Gage Canal Company and the City of Riverside.

e. Department of Water Resources

We will review portions of the alignment that cross the California Aqueduct (East Branch) with the Department of Water Resources (DWR). We anticipate that the sewer will be constructed over the aqueduct (as we have been advised by the design engineer for Lincoln Properties), which will likely result in special construction provisions. We will prepare the appropriate encroachment permit application and submit it to DWR.

9. **Utility Verification**

Once the proposed sewer alignment has been reviewed and approved by RCRA and City staffs, we will provide a recommendation of utilities to be excavated and exposed. After RCRA staff has approved the pothole locations, we will obtain City/County encroachment permits for 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 necessary traffic control plans, obtain City/County encroachment permits, 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 the purposes of this proposal, we have included three working days to measure fifteen exposed utilities.

**10. 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 twenty (20) sheets as follows:

a. Cover Sheet

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

b. Index Sheet

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

c. Street Grade Improvements

The plan and profile sheet will consist of one (1) sheet and will show all existing and future improvements and utilities (all based on survey data, record maps, and field reviews), centerline control, topographic data, and proposed concrete reinforced retaining wall and protective arch. The profile portion of the street grade improvement drawing will show existing and proposed pavement elevations over the center of the proposed street and the left and right edge of the proposed street, slopes, and utility crossings.

d. Sewer Plan and Profile Sheets

The plan and profile sheets will consist of approximately thirteen (13) 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).

The profile portion of the sewer 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.

e. Detail Sheets

The detail sheet will consist of one (1) sheet to address details for boring and jacking a casing, proposed street cross sections, concrete reinforced retaining wall, and protective arch.

f. Traffic Control Plans

If required by the City/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 City/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.

**11. Final Review Meeting (95%)**

After the preliminary Construction Drawings and Specifications are 95% complete, we will arrange a meeting with RCRA and City staffs 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 and City staffs.

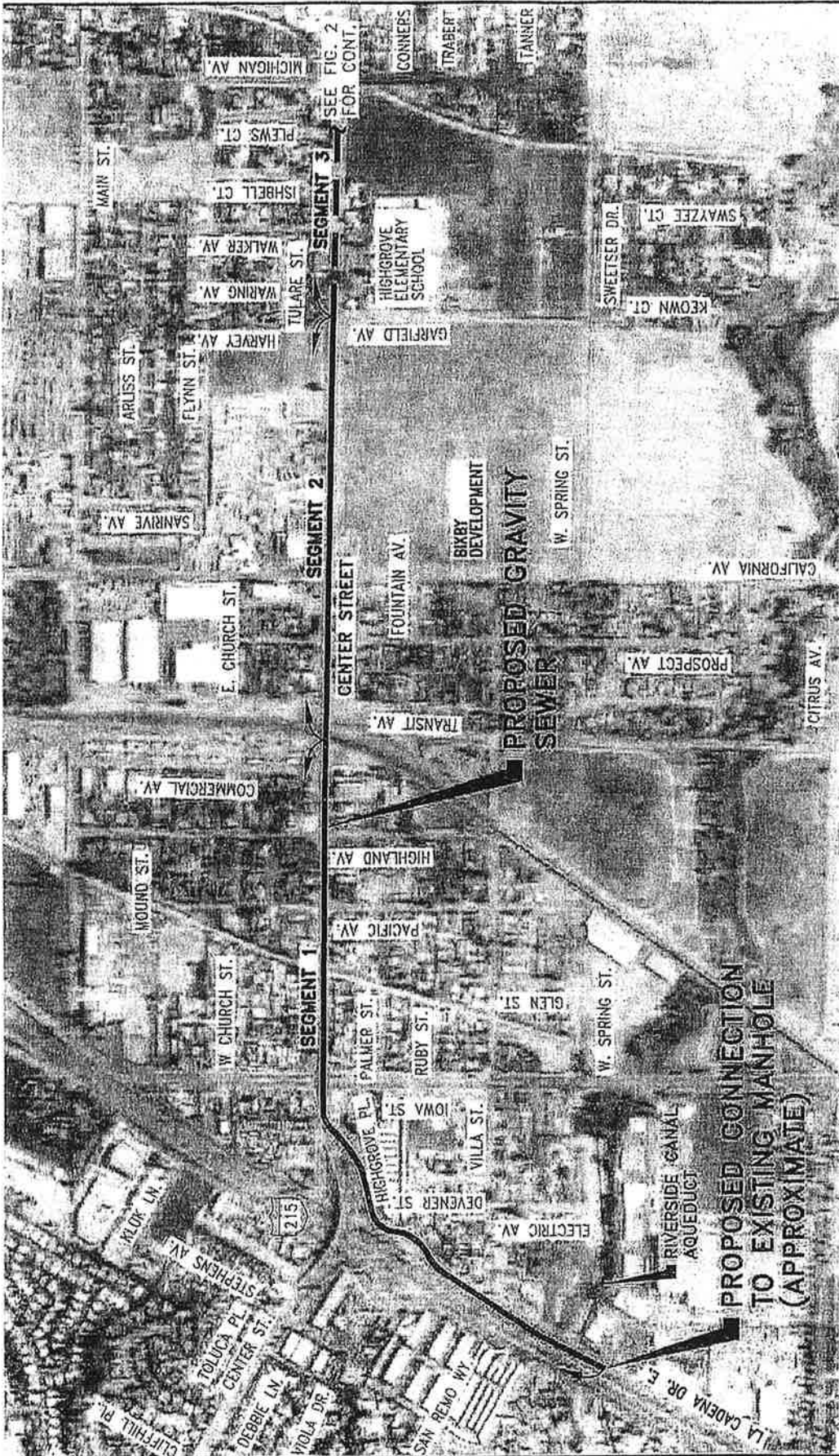
At this meeting, we envision reviewing with RCRA and City staffs, details concerning the alignment and profile, construction notes, construction sequence, status of all required permits, and appurtenance details.

**12. Submit Final Drawings to Public Agencies**

Once the 95% Construction Drawings have been reviewed and approved by RCRA and the City, we will submit said drawings along with construction encroachment permit applications to the agencies discussed above for processing.

**13. Final Contract Documents**

Based on RCRA and City 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 and City with a complete original set of Contract Documents ready for signatures.



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**LEGEND**

— PROPOSED GRAVITY SEWER MAIN (SEGMENTS 1 AND 2)



**KRIEGER**  
**STEWART**  
 INCORPORATED

3602 University Ave. Riverside, CA. 92501 • 951-684-6900

**RIVERSIDE COUNTY REDEVELOPMENT AGENCY**

COMMUNITY OF HIGHGROVE

**PROPOSED GRAVITY SEWER MAIN  
 SEGMENTS 1 AND 2**

FIGURE

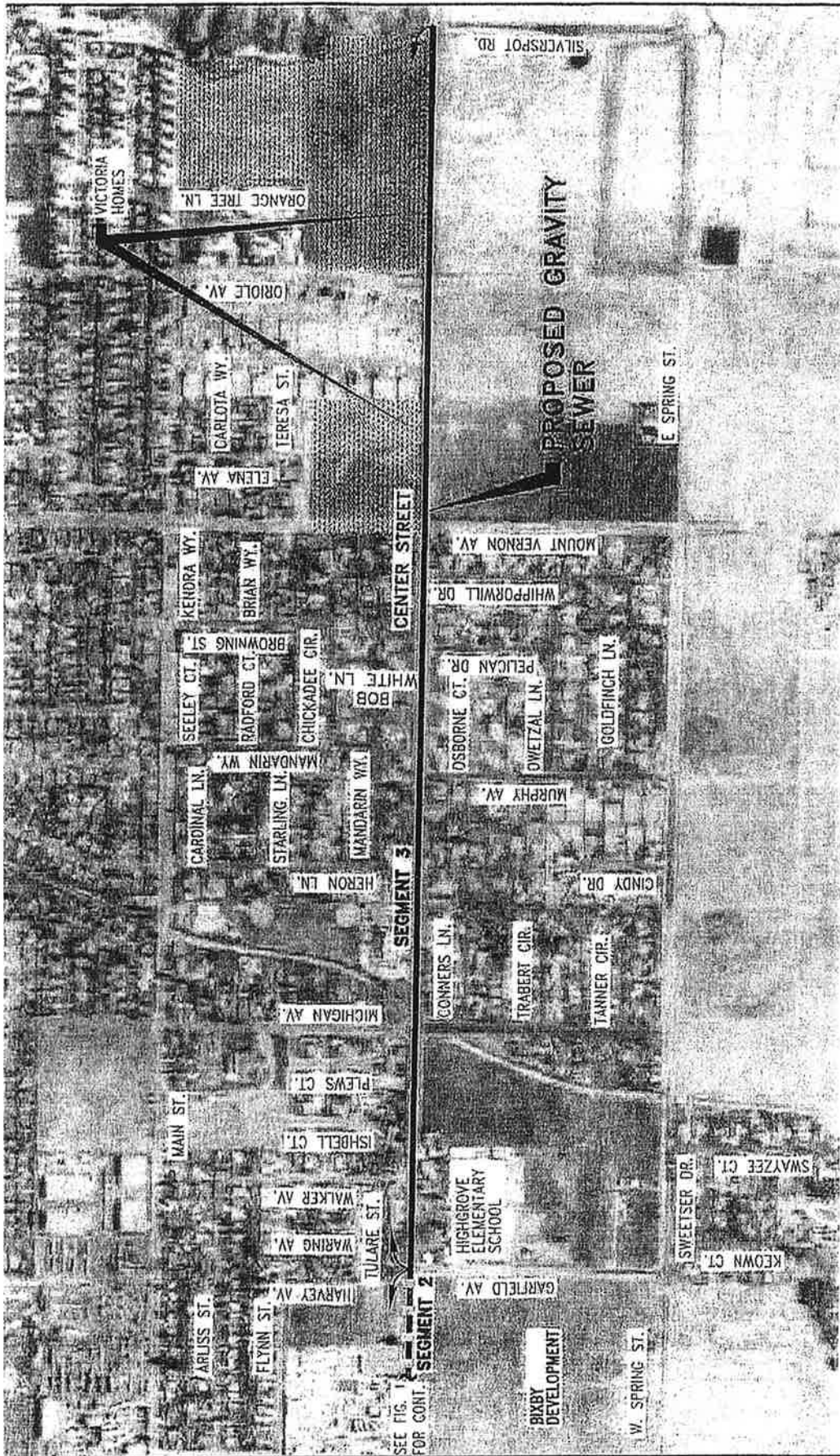
**1**

OF 2

SCALE: 1"=800' DATE: 04/09/08

DRAWN BY: MRN CHECKED BY: RAN


W.O.: 000-192.28



**LEGEND**

— PROPOSED GRAVITY SEWER MAIN (SEGMENT 3)

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 3602 University Ave. • Riverside, CA 92501 • 951-884-8900	RIVERSIDE COUNTY REDEVELOPMENT AGENCY COMMUNITY OF HIGHGROVE	FIGURE <h1 style="font-size: 48px;">2</h1>
	PROPOSED GRAVITY SEWER MAIN SEGMENT 3	SCALE: 1" = 600' DATE: 04/09/08 DRAWN BY: MRN CHECKED BY: RAN W.O.: 000-192.28

**SECTION II  
 FEE AND SCHEDULE**

**A. ESTIMATED FEE**

Our estimated fees for providing the services described in our proposal are indicated on Tables 1 through 4. Our not to exceed fee for the Scope of Services described in Section I is \$298,800 and as itemized below:

Preliminary Design Engineering Services:	\$35,600
Final Design Engineering Services:	
Segment 1	\$121,400
Segment 2	\$38,000
Segment 3	<u>\$103,800</u>
Total	\$298,800

Our estimated fees are subject to negotiation based on clarification or revision of the Scope of Services. A copy of our 2007/2008 Fee Schedule is also attached, and our fee estimate is based on the rates specified therein. The fees set forth on the attached tables 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. RCRA will prepare all CEQA documents.
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 (if necessary) and we will not have to prepare, negotiate, or process any grants of easement.
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.
6. Our fees are based upon designing Segments 1, 2, and 3 concurrently.

**B. SCHEDULE**

As shown on the Estimated Schedule for Engineering Services (Table 5), 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 major crossings and permits required for construction (particularly Caltrans with respect to the proposed La Cadena Street grade modifications); adjustments to the schedule may be required. In addition, said schedule is based on receiving comments in a timely manner from public agencies.

**TABLE 1**  
**REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**  
**COMMUNITY OF HIGHGROVE CENTER STREET TRUNK SEWER**  
**ESTIMATED FEES FOR PRELIMINARY DESIGN ENGINEERING SERVICES (PHASE I)**

COMPONENT	PRINCIPAL IN CHARGE / TECHNICAL REVIEW (1)		PROJECT MANAGER / SENIOR ENGINEER (2)		PROJECT ENGINEER / STAFF ENGINEER (3)		CADD SERVICES (4)		CLERICAL (5)		SURVEYING (6)		TOTAL
	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	
1. INITIAL MEETING	4	668	4	592					4	292			1,552
2. RIGHT-OF-WAY ASSESSMENT			4	592	8	944							1,536
3. PRELIMINARY PERMIT REQUIREMENTS			20	2,960	20	2,360			8	584			5,904
4. PRELIMINARY STREET IMPROVEMENT DESIGN	4	668	24	3,552	30	3,540	30	3,210			8	2,280	13,250
5. PRELIMINARY CEQA ASSESSMENT			4	592	8	944							1,536
6. HYDRAULIC ANALYSIS	2	334	8	1,184	16	1,888			4	292			3,698
7. PRELIMINARY DESIGN MEMORANDUM	4	668	16	2,368	8	944	8	856	4	292			5,128
8. PRELIMINARY DESIGN REVIEW MEETING	4	668	4	592									1,260
<b>SUBTOTAL:</b>	<b>18</b>	<b>3,006</b>	<b>84</b>	<b>12,432</b>	<b>90</b>	<b>10,620</b>	<b>38</b>	<b>4,066</b>	<b>20</b>	<b>1,460</b>	<b>8</b>	<b>2,280</b>	<b>33,900</b>

PHASE I SUBTOTAL ROUNDED: 33,900  
 REIMBURSABLES (ESTIMATED @ 5%) ROUNDED: 1,700  
**\$35,600**

**2007/2008 FEE SCHEDULE**

- (1) PRINCIPAL ENGINEER @ \$167 /Hr
- (2) PROJECT MANAGER / SENIOR ENGINEER @ \$148 /Hr
- (3) PROJECT ENGINEER / STAFF ENGINEER I @ \$118 /Hr
- (4) CADD OPERATOR @ \$107 /Hr
- (5) SECRETARY @ \$73 /Hr
- (6) 2-MAN CREW W/GPS EQUIPMENT @ \$285 /Hr





**TABLE 2**  
**REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**  
**COMMUNITY OF HIGHGROVE CENTER STREET TRUNK SEWER**  
**ESTIMATED FEES FOR FINAL DESIGN ENGINEERING SERVICES (PHASE II FOR SEGMENT 1)**

COMPONENT	PRINCIPAL IN CHARGE / TECHNICAL REVIEW (1)		PROJECT MANAGER / SENIOR ENGINEER (2)		PROJECT ENGINEER / STAFF ENGINEER (3)		CADD SERVICES (4)		CLERICAL (5)		SURVEYING (6)		OUTSIDE SERVICES		TOTAL
	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	
1. DETAILED RECORDS SEARCH			4	592	4	472			4	292					1,356
2. DESIGN SURVEY			12	1,776	8	944					16	4,560		5,000 (7)	12,280
3. BASE CONSTRUCTION DRAWINGS (SEWER & STREET IMPROVEMENTS)	4	668	30	4,440	40	4,720	40	4,280							14,108
4. GEOTECHNICAL INVESTIGATION			4	592	4	472								22,000 (8)	23,064
5. PRELIMINARY CONTRACT DOCUMENTS (50%)	4	668	16	2,368	16	1,888	16	1,712	4	292					6,928
6. PRELIMINARY DESIGN REVIEW MEETING (50%)	4	668	4	592					8	584					1,844
7. JURISDICTIONAL PERMITS	4	668	16	2,368	20	2,360	8	856	4	292					6,544
8. SUBMIT PRELIMINARY CONSTRUCTION DRAWINGS TO PUBLIC AGENCIES			4	592	8	944	8	856							2,392
9. UTILITY VERIFICATION			8	1,184	40	4,720	8	856					8,000 (9)		14,760
10. CONTRACT DOCUMENTS (95%)	8	1,336	20	2,960	40	4,720	40	4,280	8	584					13,880
11. FINAL REVIEW MEETING (95%)	4	668	4	592					8	584					1,844
12. SUBMIT DRAWINGS TO PUBLIC AGENCIES	4	668	4	592	4	472	4	428							2,160
13. FINAL CONTRACT DOCUMENTS	8	1,336	20	2,960	40	4,720	40	4,280	15	1,095					14,391
<b>SUBTOTAL:</b>	<b>40</b>	<b>6,680</b>	<b>146</b>	<b>21,608</b>	<b>224</b>	<b>26,432</b>	<b>164</b>	<b>17,548</b>	<b>51</b>	<b>3,723</b>	<b>16</b>	<b>4,560</b>	<b>35,000</b>	<b>115,551</b>	

PHASE II FOR SEGMENT 1 SUBTOTAL ROUNDED: 115,600

REIMBURSABLES (ESTIMATED @ 5%) ROUNDED: 5,800

PHASE II FOR SEGMENT 1 TOTAL ROUNDED: \$121,400

**2007/2008 FEE SCHEDULE**

- (1) PRINCIPAL ENGINEER @ \$167 /Hr
- (2) PROJECT MANAGER / SENIOR ENGINEER @ \$148 /Hr
- (3) PROJECT ENGINEER / STAFF ENGINEER I @ \$118 /Hr
- (4) CADD OPERATOR @ \$107 /Hr
- (5) SECRETARY @ \$73 /Hr
- (6) 2-MAN CREW W/GPS EQUIPMENT @ \$285 /Hr
- (7) AERO TECH SURVEYS
- (8) JOHN R. BYERLY, INCORPORATED
- (9) SAF-R-DIG UTILITY SURVEYS, INC. (UTILITY EXCAVATION-ESTIMATE 8 POTHoles)



**TABLE 3**  
**REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**  
**COMMUNITY OF HIGHGROVE CENTER STREET TRUNK SEWER**  
**ESTIMATED FEES FOR FINAL DESIGN ENGINEERING SERVICES (PHASE II FOR SEGMENT 2)**

COMPONENT	PRINCIPAL IN CHARGE / TECHNICAL REVIEW (1)		PROJECT MANAGER / SENIOR ENGINEER (2)		PROJECT ENGINEER / STAFF ENGINEER (3)		CADD SERVICES (4)		CLERICAL (5)		SURVEYING (6)		OUTSIDE SERVICES		TOTAL
	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	
1. DETAILED RECORDS SEARCH			1	148	2	236			1	73					457
2. DESIGN SURVEY			8	1,184	4	472					8	2,280		1,700 (7)	5,636
3. BASE CONSTRUCTION DRAWINGS (SEWER & STREET IMPROVEMENTS)	1	167	8	1,184	12	1,416	8	856							3,623
4. GEOTECHNICAL INVESTIGATION			1	148	2	236								2,100 (8)	2,484
5. PRELIMINARY CONTRACT DOCUMENTS (50%)	1	167	4	592	8	944	8	856	2	146					2,705
6. PRELIMINARY DESIGN REVIEW MEETING (50%)	4	668	4	592					4	292					1,552
7. JURISDICTIONAL PERMITS	2	334	4	592	8	944	8	856	4	292					3,018
8. SUBMIT PRELIMINARY CONSTRUCTION DRAWINGS TO PUBLIC AGENCIES	4	668	2	296	4	472	4	428							1,196
9. UTILITY VERIFICATION			4	592	12	1,416	4	428						2,500 (8)	4,936
10. CONTRACT DOCUMENTS (95%)	4	668	8	1,184	8	944	8	856	4	292					3,944
11. FINAL REVIEW MEETING (95%)	4	668	4	592					4	292					1,552
12. SUBMIT DRAWINGS TO PUBLIC AGENCIES			2	296	4	472	4	428							1,196
13. FINAL CONTRACT DOCUMENTS	4	668	8	1,184	8	944	8	856	4	292					3,944
<b>SUBTOTAL:</b>	<b>20</b>	<b>3,340</b>	<b>58</b>	<b>8,584</b>	<b>72</b>	<b>8,486</b>	<b>52</b>	<b>5,564</b>	<b>23</b>	<b>1,679</b>	<b>8</b>	<b>2,280</b>	<b>6,300</b>		<b>36,243</b>

PHASE II FOR SEGMENT 2 SUBTOTAL ROUNDED: 36,200

REIMBURSABLES (ESTIMATED @ 5%) ROUNDED: 1,800

**PHASE II FOR SEGMENT 2 TOTAL ROUNDED: \$38,000**

**2007/2008 FEE SCHEDULE**

- (1) PRINCIPAL ENGINEER @ \$167 /Hr
- (2) PROJECT MANAGER / SENIOR ENGINEER @ \$148 /Hr
- (3) PROJECT ENGINEER / STAFF ENGINEER I @ \$118 /Hr
- (4) CADD OPERATOR @ \$107 /Hr
- (5) SECRETARY @ \$73 /Hr
- (6) 2-MAN CREW W/GPS EQUIPMENT @ \$285 /Hr
- (7) AERO TECH SURVEYS
- (8) JOHN R. BYERLY, INCORPORATED
- (9) SAF-R-DIG UTILITY SURVEYS, INC. (UTILITY EXCAVATION-ESTIMATE 2 POTHOLES)



**TABLE 4**  
**REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**  
**COMMUNITY OF HIGHGROVE CENTER STREET TRUNK SEWER**  
**ESTIMATED FEES FOR FINAL DESIGN ENGINEERING SERVICES (PHASE II FOR SEGMENT 3)**

COMPONENT	PRINCIPAL IN CHARGE / TECHNICAL REVIEW (1)		PROJECT MANAGER / SENIOR ENGINEER (2)		PROJECT ENGINEER / STAFF ENGINEER (3)		CADD SERVICES (4)		CLERICAL (5)		SURVEYING (6)		OUTSIDE SERVICES		TOTAL
	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	
1. DETAILED RECORDS SEARCH			4	592	8	944			8	584					2,120
2. DESIGN SURVEY			12	1,776	8	944					16	4,560		6,000 (7)	13,280
3. BASE CONSTRUCTION DRAWINGS (SEWER & STREET IMPROVEMENTS)	4	668	24	3,552	24	2,832	40	4,280							11,332
4. GEOTECHNICAL INVESTIGATION			4	592	4	472								15,000 (8)	16,064
5. PRELIMINARY CONTRACT DOCUMENTS (50%)	4	668	12	1,776	16	1,888	16	1,712	4	292					6,336
6. PRELIMINARY DESIGN REVIEW MEETING (50%)	4	668	4	592					4	292					1,552
7. JURISDICTIONAL PERMITS	2	334	8	1,184	16	1,888	8	856	4	292					4,554
8. SUBMIT PRELIMINARY CONSTRUCTION DRAWINGS TO PUBLIC AGENCIES			4	592	8	944	4	428							1,964
9. UTILITY VERIFICATION			4	592	24	2,832	4	428						5,000 (8)	8,852
10. CONTRACT DOCUMENTS (95%)	8	1,336	24	3,552	40	4,720	40	4,280	8	584					14,472
11. FINAL REVIEW MEETING (95%)	4	668	4	592					4	292					1,552
12. SUBMIT DRAWINGS TO PUBLIC AGENCIES			4	592	8	944	8	856							2,392
13. FINAL CONTRACT DOCUMENTS	8	1,336	24	3,552	40	4,720	40	4,280	8	584					14,472
<b>SUBTOTAL:</b>	<b>34</b>	<b>5,678</b>	<b>132</b>	<b>19,536</b>	<b>196</b>	<b>23,128</b>	<b>160</b>	<b>17,120</b>	<b>40</b>	<b>2,920</b>	<b>16</b>	<b>4,560</b>	<b>26,000</b>	<b>6,000 (7)</b>	<b>98,942</b>

PHASE II FOR SEGMENT 3 SUBTOTAL ROUNDED: 98,900

REIMBURSABLES (ESTIMATED @ 5%) ROUNDED: 4,900

PHASE II FOR SEGMENT 3 TOTAL ROUNDED: \$103,800

**2007/2008 FEE SCHEDULE**

- (1) PRINCIPAL ENGINEER @ \$167 /Hr
- (2) PROJECT MANAGER / SENIOR ENGINEER @ \$148 /Hr
- (3) PROJECT ENGINEER / STAFF ENGINEER I @ \$118 /Hr
- (4) CADD OPERATOR @ \$107 /Hr
- (5) SECRETARY @ \$73 /Hr
- (6) 2-MAN CREW W/GPS EQUIPMENT @ \$285 /Hr
- (7) AERO TECH SURVEYS
- (8) JOHN R. BYERLY, INCORPORATED
- (9) SAF-R-DIG UTILITY SURVEYS, INC. (UTILITY EXCAVATION-ESTIMATE 5 POTHOLES)



**REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE  
COMMUNITY OF HIGHGROVE CENTER STREET TRUNK SEWER  
ESTIMATED SCHEDULE FOR ENGINEERING SERVICES**

COMPONENT	Week No.	2008																										
		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	
<b>A. PHASE I - PRELIMINARY DESIGN</b>																												
1. Initial Meeting																												
2. Right-of-Way Assessment																												
3. Preliminary Permit Requirements																												
4. Preliminary Street Improvement Design																												
5. Preliminary CEQA Assessment																												
6. Hydraulic Analysis																												
7. Preliminary Design Memorandum																												
8. Preliminary Design Review Meeting																												
<b>B. PHASE II - FINAL DESIGN</b>																												
1. Detailed Record Search																												
2. Design Survey																												
3. Base Construction Drawings																												
4. Geotechnical Investigation																												
5. Preliminary Contract Documents (50%)																												
6. Preliminary Design Review Meeting (50%)																												
7. Jurisdictional Permits																												
8. Submit Drawings to Public Agencies																												
9. Utility Verification																												
10. Contract Documents (95%)																												
11. Final Review Meeting																												
12. Submit Drawings to Public Agencies																												
13. Final Contract Documents																												

**FEE SCHEDULE  
 2007/2008**

<b>CLASSIFICATION</b>	<b>RATES \$/Hr.</b>
<b>Engineering / Environmental / Geologic / Surveying Services</b>	
Consultant.....	225.00
Manager.....	205.00
Principal.....	167.00
Senior.....	148.00
Associate.....	134.00
Staff I.....	118.00
Staff II.....	106.00
Staff III.....	92.00
Technician.....	73.00
<b>Forensic Services</b>	
Senior Expert: Testimony.....	330.00
Investigation.....	230.00
Associate Expert: Testimony.....	275.00
Investigation.....	195.00
<b>Computer Aided Design Services</b>	
Senior Operator I.....	107.00
Senior Operator II.....	101.00
Senior Operator III.....	95.00
Staff Operator I.....	90.00
Staff Operator II.....	83.00
Staff Operator III.....	78.00
<b>Surveying Services (Field)</b>	
2 Man Crew with Survey Truck (including mileage) and Global Positioning System Equipment.....	285.00
2 Man Crew with Survey Truck (including mileage) and Standard Equipment <u>or</u>	
1 Man Crew with Global Positioning System Equipment.....	240.00
<b>Construction Services</b>	
Construction Engineer.....	120.00
Construction Inspector	
Regular Time.....	94.00
Overtime	
Weekdays (8 hours to 12 hours).....	117.00
Weekdays (More than 12 hours).....	142.00
Saturday (12 hours or less).....	117.00
Saturday (More than 12 hours).....	142.00
Sunday and Holiday.....	142.00
(Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the Day After, Christmas Day)	
<b>Support Services</b>	
Senior Secretary.....	73.00
Staff Secretary I.....	64.00
Staff Secretary II.....	57.00
Utility Technician.....	54.00
Utility Clerk.....	51.00
<b>Outside Services</b>	
Special Consultants and Purchased Services.....	Cost + 15%

**FEE SCHEDULE  
 2007/2008  
 (continued)**

**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. 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.

2008-FEES-PW (6/18/2007)