

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



FROM: Economic Development Agency

SUBMITTAL DATE:
January 19, 2012

SUBJECT: Ellis Avenue Sidewalk Improvement Project – Consulting Services Agreement

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to execute the attached agreement with Cozad & Fox, Inc., for \$146,982 for engineering and construction administration services for the Ellis Avenue Sidewalk Improvement Project; and
2. Approve the design budget of \$156,982.

BACKGROUND: (Commences on Page 2)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 156,982.	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

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

C.E.O. RECOMMENDATION: APPROVE

BY:
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: February 7, 2012
xc: EDA

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.:

District: 1

Agenda Number:

3.41

Departmental Concurrence

Policy
 Consent
 Policy
 Consent

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

BACKGROUND:

County staff has identified a need to construct a sidewalk along the south side of Ellis Avenue, between Marshall Street and Cowie Avenue, in the unincorporated community of Good Hope. The project will improve public safety and pedestrian access to the Good Hope Elementary School. The project scope includes curb, gutter, sidewalk and pavement improvements along the south side of Ellis Avenue for an approximate length of 2,600 lineal feet. The County will use Community Development Block Grant (CDBG) funds for engineering design, geotechnical survey, and utility relocation.

Pursuant to the California Environmental Quality Act (CEQA) Guidelines 15301(c), the environmental review for the Ellis Avenue Sidewalk Improvement project has been completed and based upon the initial study; there will be no significant environmental impact. A Notice of Exemption was filed on December 5, 2011, with the Riverside County Clerk's Office under CEQA Guidelines 15062 (c). In addition, the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Program is subject to environmental review in accordance with the National Environmental Policy Act (NEPA) regulations and 24 CFR Part 58. The proposed project was determined to be categorically excluded pursuant to 24 CFR 58.35.

On October 21, 2011, the Economic Development Agency (EDA) released a Request for Qualifications (RFQ) to solicit engineering services from interested firms for a sidewalk improvement project. On November 17, 2011, EDA received 16 RFQs, which all were all evaluated. Cozad and Fox, Inc. was selected as most qualified and shall provide the design, civil engineering, utility coordination, survey, and construction administration under this agreement in the amount of \$146,982. Staff approves the design budget as follows:

Engineering Fee:	\$146,982
Geotechnical Report:	<u>\$ 10,000</u>
Total:	\$156,982

County Counsel has approved the attached agreement. Staff recommends that the Board approve and authorize the Chairman to execute the attached agreement between Cozad and Fox, Inc. and the Economic Development Agency utilizing CDBG funds for the design of the project.

Attached: Agreement for Engineering Services with Cozad & Fox, Inc.

1 **AGREEMENT FOR ENGINEERING SERVICES**
2 **BY AND BETWEEN THE COUNTY OF RIVERSIDE**
3 **AND COZAD & FOX, INC.**
4 **FOR THE ELLIS AVENUE SIDEWALK IMPROVEMENT PROJECT**

5 **THIS AGREEMENT**, is made and entered into this 9th day of February, 2012 by
6 and between THE COUNTY OF RIVERSIDE by and through the Economic Development
7 Agency (EDA), a political subdivision of the State of California, herein referred to as
8 "COUNTY", and COZAD & FOX, INC., duly licensed as an Engineer and/or Engineering
9 Professional Corporation under the laws of the State of California, herein referred to as
10 "ENGINEER", mutually agree as follows:

11 **RECITALS**

12 **WHEREAS**, County staff has identified a need to construct a sidewalk along the south
13 side of Ellis Avenue, between Marshall Street and Cowie Avenue, near Good Hope Elementary
14 School: 24050 Theda Street, Perris, CA 92570 to improve public safety and pedestrian access;

15 **WHEREAS**, EDA staff issued a Request for Qualifications (RFQ) for sidewalk
16 improvement design services and received sixteen responses from design firms;

17 **WHEREAS**, EDA staff have reviewed all proposals submitted and have chosen
18 COZARD & FOX, INC. based on their qualifications;

19 **WHEREAS**, the ENGINEER has experience with similar projects both in size and
20 scope;

21 **WHEREAS**, the work under this Consulting Services Agreement is subject to all
22 applicable Federal, State, and local laws and regulations, including but not limited to the
23 regulations pertaining to the Community Development Block Grant (24 CFR Part 85 and Part
24 570); and

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

27 I. **DESCRIPTION.** ENGINEER shall provide complete and fully engineered sidewalk
28 improvement plans for the Ellis Avenue Sidewalk Improvement Project. ENGINEER shall also
provide:, assistance in project bidding, conceptual design, project schedule, cost estimates,

1 monthly status reports during construction, conduct weekly meetings with contractor and assist
2 COUNTY during construction, review contractor's pay submittals, bid solicitation, review shop
3 drawings and submittals during construction, conduct final walk through at completion of 90-day
4 maintenance period and make "punch list" recommendations, and provide final record drawings
5 from data provided by contractor, as detailed further in Exhibit "A", attached hereto and
6 incorporated by this reference.

7 II. SCOPE OF WORK. The ENGINEER shall perform all services and other activities
8 necessary to design and prepare construction documents ready to advertise and receive bids for
9 the project in accordance with the terms of this Agreement and as outlined in the attached
10 Exhibit "A".

11 III. ENGINEER'S SERVICES. The ENGINEER shall render the following services and
12 related services as listed on the schedule in Exhibit "A", and compensated in accordance
13 with the fee schedule, in Exhibit "A".

14 A. PRELIMINARY ENGINEERING / PROJECT START: ENGINEER will hold a
15 pre-design meeting with COUNTY staff to develop a list of desired facility
16 activities/uses, amenities and area(s). Proceed with the Project site survey work
17 and site analysis. Work under this phase to be completed as set forth in Exhibit
18 "A". Recommend geotechnical investigation, if necessary to be provided by the
19 COUNTY .

20 B. CONCEPTUAL DESIGN: Using the design program criteria established at the
21 pre-design meeting the ENGINEER will develop a conceptual design and one
22 alternative, if requested, for the PROJECT. The conceptual alternative will define
23 the various project amenities, such as, but not limited to activity areas, pathways,
24 parking, fencing and lighting. The ENGINEER will prepare opinions of probable
25 costs for the two alternatives. Meet with COUNTY staff to review the conceptual
26 alternatives and cost opinions.

27 C. PRELIMINARY DESIGN: Using the direction provided by the COUNTY staff,
28 the ENGINEER will develop a preliminary project plan representative of the

1 direction given. The ENGINEER will prepare an exhibit showing materials,
2 structures, and amenities which are proposed for the PROJECT.

3 D. CONSTRUCTION CONTRACT DOCUMENTS: ENGINEER and its
4 SUBCONSULTANTS will prepare detailed construction contract drawings
5 including, civil engineering, mechanical, structural, electrical and plumbing
6 drawings, if necessary, and all related specifications, and prepare opinions of
7 probable costs at the completion point of the Design Development phase and at
8 the 100% drawing completion point; assist in preparation of other necessary
9 contract documents, using forms provided by the COUNTY, to include general
10 conditions and supplementary general conditions, instructions to bidders, form of
11 proposal, agreement, bonds, and notice inviting bids. Apply for and obtain to the
12 extent within the ENGINEER's control required approvals from public agencies.
13 Complete final contract documents and submit them for approval, ready to invite
14 bids, including any recommended alternate bid provisions and period for
15 construction, accompanied in writing with any recommended adjustments in
16 estimated contract price and other budget items and schedule for completion of
17 subsequent phases; recommend time until receipt of bids, and for completion.
18 Work under this phase to be completed as set forth in Exhibit "A".

19 E. BIDDING: Make available all drawings, specifications and other contract
20 documents for bidding purposes; prepare and issue necessary addenda not later
21 than a reasonable period before the time fixed to receive bids, and submit the
22 same for approval of the COUNTY before award of the contract; consult with and
23 make specific recommendations to COUNTY concerning responsibility of bidders
24 and proposed subcontractors and concerning acceptance or rejection of bids and
25 alternate bids; thereafter give timely notice to COUNTY to issue the "Notice to
26 Proceed" to the contractor to commence construction; promptly investigate
27 requests of contractor for substitution of "equals" and make reports and
28 recommendations to COUNTY.

1 F. CONSTRUCTION MANAGEMENT: Make regular site visits to the project and
2 provide construction administration services and observation of the work to assist
3 securing completion for conformity with the contract and attached Exhibit "A"
4 documents including drawings and specifications; without guaranteeing
5 performance by contractors, shall attend: prepare agenda with copies for
6 participants, record minutes, and distribute those minutes, observe compliance
7 with contract requirements by contractors, and promptly notify COUNTY of
8 uncorrected noncompliance, substantial delays and observed deviations from
9 requirements of the contract; perform functions required of the ENGINEER by
10 the terms of this Agreement for Engineering Services; give technical direction to
11 the inspector provided by the COUNTY; interpret drawings and specifications;
12 review and act on reports of results of materials and systems testing arranged for
13 and paid by the COUNTY or contractor as provided in the contract documents;
14 review and accept (or reject) all submittals by the contractor required by the
15 contract documents including shop drawings, products, and data samples for
16 conformance with design concept and contract documents; prepare a color and
17 finish schedule and all revisions thereof; review and recommend approval or
18 denial to COUNTY staff material samples for color and finish; verify the need
19 for, assist the COUNTY to negotiate, prepare and seek timely approval of change
20 orders, specifying therein what, if any, additional time for completion is to be
21 allowed on account thereof; review contractor's applications for payment and
22 recommend certificates for payment, with full or partial withholding where
23 circumstances so indicate; at completion stage make thorough and complete
24 visual observations of exposed "to view" elements, report observed deficiencies
25 and ascertain substantial compliance; thereupon, and not before, promptly
26 reporting to COUNTY the fact of completion; prepare and make all reports as
27 required for local, state and federal agencies and obtain necessary approvals or
28 other clearances thereon; file with COUNTY any required written warranties

1 submitted by the contractor; file with COUNTY the record drawings, and
2 specifications prepared by the contractor and for which the contractor assumes
3 sole responsibility for the accuracy and completeness thereof. The ENGINEER
4 shall not have the authority to stop the construction work for any reason. The
5 ENGINEER shall not have control over or charge of and shall not be responsible
6 for construction means, methods, techniques, schedules, sequences or procedures,
7 fabrication, procurement, shipment, delivery, receipt or installation, or for safety
8 precautions and programs in connection with the Work, since these are solely the
9 Contractor's responsibility under the Contract for Construction. The ENGINEER
10 shall not have control over or charge of acts or omissions of the Contractor,
11 Subcontractors, or their agents or employees, or of any other persons or entities
12 performing or supplying portions of the Work.

13 G. GUARANTY PERIOD: Consult with COUNTY's representatives and assist
14 COUNTY in negotiations with contractors and subcontractors with reference to
15 remedying defects of construction or unsatisfactory operation of the complete
16 project or any of its parts, for a period of one year after the Notice of Completion
17 has been approved by the Board of Supervisors , on a time and material basis not
18 to exceed \$20,000, which shall be made subject to payment only upon amendment
19 authorizing such expenditure.

20 H. TIME OF PERFORMANCE: ENGINEER agrees it will diligently and
21 responsibly, consistent with the Standard of Care recognized in the industry,
22 pursue the performance of the services required of it by this Agreement and will
23 deliver the construction contract documents suitable for bidding within the time
24 limits outlined in the project schedule by all parties thereto unless extended upon
25 mutual agreement or due to events beyond the direct control of the ENGINEER.

26 I. EXTRA WORK: Extra work shall be performed only when requested or
27 approved by the COUNTY in writing, after written notice from the ENGINEER
28 as to the estimated cost thereof. Extra work shall include, but not be limited to:

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1. Prepare planning surveys and special analyses of the COUNTY's needs, In addition to the base requirements of the contract, to clarify requirements of the project when requested by the COUNTY.
2. Prepare measured drawings of existing construction when required for planning additions or alterations thereto.
3. Revising previously approved drawings or specifications to accomplish changes ordered by the COUNTY.
4. Consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services as may be required in connection with the replacement of such work.
5. Arranging for the work to proceed should the contractor default due to delinquency or insolvency.
6. Providing contract administration and observation of construction should the original construction contract time be exceeded through no fault of the ENGINEER.
7. Conducting an observation of the project prior to expiration of the guarantee period and reporting observed discrepancies under guarantees provided by the construction contract, if requested by the COUNTY.
8. Preparing drawings and/or specifications for correction of defects of construction discovered after completion, or letting contracts or observation of construction there under, preparing for or participating in litigation arising out of the construction contract or defects of construction, whether before or after completion, or the enforcement of guarantees or warranties.
9. Preparation of drawing for remodeling of other existing facilities, if applicable.
10. Providing services of consultants, if any other than those specified as Basic Services under this AGREEMENT.

1 11. If the Project is placed on hold by the COUNTY for more than 90 days
2 due to circumstances beyond the direct control of the ENGINEER, the
3 schedule shall be adjusted and the ENGINEER'S compensation shall be
4 equitably adjusted to provide for expenses incurred in the interruption and
5 resumption of the ENGINEER'S services.

6 12. Providing services in connection with the preparation for, or attendance at,
7 public hearings or other meetings, or legal proceedings, except where the
8 ENGINEER is a party thereto.

9 13. Providing any other services not otherwise included in this AGREEMENT.

10 IV. ENGINEER'S COMPENSATION.

11 A. Determination of Amount

12 1. For the services hereinabove required the COUNTY shall pay to the
13 ENGINEER, in the manner hereinafter provided, a fixed fee of One
14 Hundred Forty-Six Thousand, Nine Hundred Eighty-Two (\$146,982)
15 dollars, as outlined in attached Exhibit "A," and shall be paid as provided
16 in paragraph IV, C, Payment.

17 2. If the accepted bid amount is higher or lower than the construction cost
18 established prior to bidding, the ENGINEER's fixed fee will not be
19 changed, except for increases in scope of work or other revisions made
20 which will be compensated per terms outlined below in IV, B, Additional
21 Services.

22 3. Authorized reimbursable expenses shall be paid at ENGINEER's cost,
23 plus 15%. Authorized reimbursable expenses are as follows, and shall not
24 exceed: \$3, 500.

25 a. Expenses for travel directly related to this project effort shall be
26 provided as a reimbursable expense to the project.

27 b. Expenses for printing, plotting, delivery, and other expenses related
28 to Agency Review, including the submittal of electronic files,

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Bidding, Construction or other Owner requested costs, if any, in the interest of the Project.

c. Direct cost of models, renderings, materials boards, prints, photographs or other reproduction authorized by the COUNTY.

4. Certain classifications of labor under this contract may be subject to prevailing wage requirements, in particular, land survey work in connection with or in furtherance of a planned construction contract.

a. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). By this reference, said Chapter 1 is incorporated herein with like effect as if it were here set forth. The parties recognize that said Chapter 1 deals, among other things, with discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing workers' compensation insurance, and directly affect the method of prosecution of the work by ENGINEER and subject it under certain conditions to penalties and forfeitures. Execution of this Agreement constitutes the agreement by ENGINEER to abide by said Chapter 1, its stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter 1 and will comply with them.

b. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the County of Riverside in which the work is to be done, have been determined by the Director of the Department of Industrial Relations, State of California. These wages are set forth in the General Prevailing Wage Rates for this project, available from the

1 California Department of Industrial Relations' Internet web site at
2 www.dir.ca.gov. Future effective prevailing wage rates which have
3 been predetermined and are on file with the California Department
4 of Industrial Relations are referenced but not printed in the general
5 prevailing wage rates. The Federal minimum wage rate
6 requirements as predetermined by the Secretary of Labor are set
7 forth in the books issued for bidding purposes, referred to herein as
8 Project Bid Documents (Special Federal Provisions), and in copies
9 of this book which may be examined at the office described above
10 where the project plans, special provisions, and proposal forms
11 may be seen. Addenda to modify the minimum wage rates, if
12 necessary, will be issued to holders of the Project Bid Documents.

- 13 c. Exhibit "B", "ENGINEER/Sub-ENGINEER Questionnaire," is
14 attached to and part of this Agreement as Exhibit "B". The
15 information requested is used to compile data required by HUD for
16 Federally funded projects. The information is used by HUD to
17 monitor and evaluate Minority Business Enterprise activities
18 against the total program activity and the designated minority
19 business enterprise (MBE) goals.

20 B. Additional Services

- 21 1. Payments for additional services authorized by the COUNTY shall be made
22 upon acceptance of said services by the Executive Director and in
23 accordance with Article III. I and one of the following as determined by
24 the Executive Director:
- 25 a. By negotiation between COUNTY and ENGINEER.
 - 26 b. Per the ENGINEER's and ENGINEER's consultants' hourly rate
27 schedules attached to this AGREEMENT.
- 28 2. The ENGINEER shall not be entitled to additional fee for deductive

1 change orders nor shall his fee be reduced due to deductive change orders.

- 2 3. The compensation herein provided shall be full payment to the
3 ENGINEER for all services rendered by him and all persons engaged or
4 employed by him in the performance of this agreement, and no additional
5 payment or reimbursement shall be made therefore or for any travel or
6 other expenses incurred by the ENGINEER or such persons, except as
7 may be specifically provided in writing between the parties.

8 No deduction from the ENGINEER's compensation shall be made on
9 account of any sum paid to or withheld from a contractor.

10 C. Payment.

- 11 1. The COUNTY shall pay the ENGINEER, upon his itemized statement
12 (with backup documentation upon request), for completed and approved
13 services under this agreement in the various phases, as set forth in Exhibit
14 "A".
- 15 2. COUNTY agrees that timely payment is a material part of the
16 consideration of this agreement. The COUNTY shall review submitted
17 invoices and within 14 calendar days of receipt notify ENGINEER in
18 writing of questions or disputed amounts. Within 30 calendar days from
19 the day the COUNTY receives an invoice, the COUNTY shall make
20 payment of all amounts due, which have not been previously identified as
21 a disputed amount and remain unresolved. Amounts unpaid thirty (30) days
22 after the receipt of invoice shall bear interest at the rate of one and one-half
23 percent (1-1/2%), pursuant to Civil Code §3320.

24 V. DUTIES OF ENGINEER

- 25 A. Upon execution hereof, the ENGINEER shall proceed with the work in
26 accordance with Exhibit "A", each phase shall be approved in writing by the
27 COUNTY and a Notice to Proceed issued prior to commencing subsequent
28 phases.

- 1 B. The ENGINEER's work on each phase shall be performed in such manner and
2 form as will to the extent within the control of the ENGINEER receive approval
3 of any local, state or federal COUNTY having jurisdiction to approve the same,
4 and he shall furnish all engineering information and data necessary to meet the
5 requirements of such COUNTY or agencies in order to secure approval to
6 construct the project or for financial aid in connection therewith, if requested to
7 do so by the COUNTY. However, the ENGINEER shall not be required to sign
8 any documents, no matter by who requested that would result in the ENGINEER
9 having to certify, guarantee or warrant the existence of conditions whose
10 existence the ENGINEER cannot ascertain.
- 11 C. If the lowest responsible construction bid for the project exceeds the adjusted
12 estimated cost of construction by 10%, the ENGINEER shall, upon request from
13 the COUNTY, revise the construction documents on a time and material basis not
14 to exceed \$10,000, so as to bring the cost of the project within said adjusted cost
15 estimate without program alteration, and shall prepare the necessary documents to
16 invite further bids, and in a like manner shall furnish revised construction
17 documents in the same manner initially required herein. See Exhibit "A".
18 However, if the COUNTY elects to award a construction contract even though the
19 responsible low bid exceeds the adjusted estimated cost of construction, the
20 ENGINEER's fee shall not be increased.
- 21 D. The ENGINEER shall obtain, employ or engage all engineers, ENGINEERS or
22 other individuals or firm necessary to enable him to perform the services specified
23 in this agreement through all phases of the project, and shall be responsible for
24 their compensation, including but not limited to structural engineer, mechanical
25 engineer, electrical engineer, civil engineer, landscape ENGINEER, and utility
26 design consultants. The base contract only includes consultants and services
27 indicated in Exhibit "A". If unforeseen circumstances not originally contemplated
28 by the parties arise, additional consultants will be paid on a time and material

1 basis not to exceed \$20,000, or as otherwise approved in advance by the
2 COUNTY in a written amendment to this agreement, including any additional
3 engineering fees described above.

4 E. The ENGINEER shall obtain and maintain during the term of performance of this
5 agreement such workmen's compensation insurance as may be necessary to
6 protect himself from claims under workmen's compensation laws and to relieve
7 the COUNTY from any responsibility there under.

8 F. The ENGINEER shall deal directly with the duly appointed Project Manager from
9 COUNTY in all matters pertaining to the project construction.

10 VI. DUTIES OF THE COUNTY.

11 A. The COUNTY shall make available to the ENGINEER all information which
12 may be requested in order to perform the services required of him under this
13 agreement, including space requirements, space standards, functions and uses
14 proposed for all proposed occupancies. The ENGINEER may rely upon the
15 accuracy and completeness of all information provided by the COUNTY
16 including, but not limited to surveys, tests, and reports. The ENGINEER shall
17 advise the COUNTY of any known errors, inconsistencies, or problems they may
18 observe in such information.

19 B. The COUNTY shall pay all fees required by any state or federal agencies for
20 filing and checking any of the work of the ENGINEER or sub-consultants. The
21 COUNTY shall also pay such fees as shall be necessary to secure building and
22 related permits for the work from governmental agencies.

23 C. During such portion of the construction period as the COUNTY deems necessary,
24 the COUNTY shall provide and compensate the building inspectors, who shall
25 provide code interpretation and compliance with the construction documents
26 inspection.

27 D. The COUNTY shall promptly consider and act upon such written requests or
28 recommendations of the ENGINEER as may be necessary to proceed with the

1 progress of construction.

- 2 E. The COUNTY agrees that the General Contractor is solely responsible for jobsite
3 safety, and warrants that this intent shall be made evident in the agreement
4 between the COUNTY and the General Contractor.

5 VII. DOCUMENTS.

- 6 A. The COUNTY acknowledges that the ENGINEER's reports, drawings,
7 specifications, field data, field notes, laboratory test data, calculations, estimates
8 and other similar documents are instruments of professional service, not products.
9 Although ownership of such documents normally is retained by the ENGINEER
10 they nonetheless shall in this instance become upon their creation the property of
11 the COUNTY whether the Project is constructed or not; provided, however, that
12 this provision shall not be interpreted as a waiver by ENGINEER of any claims
13 for compensation under Section III.I. (Extra Work) or Section IV. "ENGINEER'S
14 COMPENSATION." The COUNTY may use the design documents and the
15 designs depicted in them, without the ENGINEER's consent, in connection with
16 the Project or other COUNTY projects, including, without limitation, future
17 additions, alterations, connections, repairs, information, reference, use or
18 occupancy of the Project(s). Any reuse or modification of the documents by
19 COUNTY without the written consent of the ENGINEER shall be at COUNTY's
20 sole risk and without liability or legal exposure to the ENGINEER, and COUNTY
21 shall indemnify and hold the ENGINEER harmless from any claims or losses
22 arising out of such use or modification of the design documents by the COUNTY
23 or any party that acquires the design documents from or through the COUNTY.

- 24 B. Upon completion of each of the Phases described in Exhibit "A", the ENGINEER
25 shall furnish to the COUNTY six (6) copies of all documents for that phase.
26 Upon approval thereof by the A COUNTY, the ENGINEER shall furnish one
27 reproducible set along with a CD in *AutoCAD* of construction documents.

28 VIII. INSURANCE – Without limiting or diminishing ENGINEER's obligation to indemnify

1 and hold the COUNTY harmless ENGINEER shall procure and maintain, or cause to be
2 maintained at its sole cost and expense, the following insurance coverage during the term
3 of this Agreement:

4 A. **Workers' Compensation:**

5 If ENGINEER has employees as defined by the State of California,
6 ENGINEER shall maintain Workers' Compensation Insurance (Coverage
7 A) as prescribed by the laws of the State of California. Policy shall include
8 Employers' Liability (Coverage B) including Occupational Disease with
9 limits not less than \$1,000,000 per person per accident. Policy shall be
10 endorsed to waive subrogation in favor of the.

11 B. **Commercial General Liability:**

12 Commercial General Liability insurance coverage, including but not
13 limited to, premises liability, contractual liability, products and completed
14 operations liability, personal and advertising injury, and cross liability
15 coverage, covering claims that arise from or out of ENGINEER's
16 operations or the performance of its obligations hereunder. Policy shall
17 name, by Policy Endorsement, the County of Riverside, its Agencies,
18 Districts, Special Districts and Departments, their respective directors,
19 officers, Board of Supervisors, employees, elected or appointed officials,
20 agents or representatives as Additional Insured's. Policy's limit of liability
21 shall not be less than \$1,000,000 per occurrence combined single limits.
22 If such insurance contains a general aggregate limit, it shall apply
23 separately to this agreement or be no less than two (2) times the
24 occurrence limit.

25 C. **Vehicle Liability:**

26 If vehicles or mobile equipment are used in the performance of the
27 obligations under this Agreement, then ENGINEER shall maintain
28 liability insurance for all owned, non-owned or hired vehicles in an

1 amount not less than \$1,000,000 per occurrence combined single limit. If
2 such insurance contains a general aggregate limit, it shall apply separately
3 to this Agreement or be no less than two (2) times the occurrence limit.
4 Policy shall name the County of Riverside, its Agencies, Districts, Special
5 Districts, and Departments, their respective directors, officers, Board of
6 Supervisors, employees, elected or appointed officials, agents or
7 representatives as Additional Insured's.

8 **D. Property (Physical Damage):**

9 All-Risk personal property insurance coverage for the full replacement
10 value of all ENGINEER's equipment, systems, structures and
11 improvements/alterations if any (Care, Custody, and Control of
12 ENGINEER) used on COUNTY or County premises, or used in any way
13 connected with the accomplishment of the work or performance of
14 services under this Agreement.

15 **E. Professional Liability:**

16 ENGINEER shall maintain Professional Liability Insurance providing
17 coverage for performance of work included within this Agreement, with a
18 limit of liability of not less than \$1,000,000 per claim and \$2,000,000
19 annual aggregate. If ENGINEER's Professional Liability Insurance is
20 written on a claims-made basis rather than an occurrence basis, such
21 insurance shall continue through the term of this Agreement and
22 ENGINEER shall purchase at its sole expense either 1) an Extended
23 Reporting Endorsement (also known as Tail Coverage), or 2) Prior Dates
24 Coverage from a new insurer with a retroactive date back to the date of, or
25 prior to, the inception of this Agreement, or 3) demonstrate through
26 Certificates of Insurance that ENGINEER has maintained continuous
27 coverage with the same or original insurer. Coverage provided under
28 items 1), 2), or 3) will continue as long as the law allows.

1 F. **General Insurance Provisions - All lines:**

- 2 (1) Any insurance carrier providing insurance coverage hereunder shall be
3 admitted to the State of California unless waived, in writing, by the
4 County Risk Manager. Carrier(s) shall have an A.M. BEST rating of not
5 less than an A: VIII (A: 8) unless such requirements are waived in writing
6 by the County Risk Manager. If the County's Risk Manager waives a
7 requirement for a particular insurer, such waiver is only valid for that
8 specific insurer and only for one policy term.
- 9 (2) The ENGINEER'S insurance carrier(s) must declare its insurance self-
10 insured retentions. If such self-insured retentions exceed \$500,000 per
11 occurrence such retentions shall have the prior written consent of the
12 County Risk Manager before the commencement of operations under this
13 Agreement. Upon notification of self-insured retention unacceptable to
14 the COUNTY, and at the election of the COUNTY'S Risk Manager,
15 ENGINEER'S carriers shall either: 1) reduce or eliminate such self-
16 insured retention as respects this Agreement with the COUNTY, or 2)
17 procure a bond which guarantees payment of losses and related
18 investigations, claims administration, and defense costs and expenses.
- 19 (3) ENGINEERS shall cause its insurance carrier(s) to furnish the COUNTY
20 with either 1) a properly executed original Certificate(s) of Insurance and
21 certified original copies of Endorsements effecting coverage as required
22 herein, or 2) if requested to do so in writing by the COUNTY Risk
23 Manager, provide original Certified copies of policies including all
24 Endorsements and all attachments thereto, showing such insurance is in
25 full force and effect. Further, said Certificates(s) and policies of insurance
26 shall contain the covenant of the insurance carrier(s) that thirty (30) days
27 written notice (ten (10) days written notice for non-payment of premium)
28 shall be given to the COUNTY prior to any cancellation, expiration or

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reduction in coverage of such insurance. ENGINEER shall provide thirty (30) days written notice to Client prior to implementation of a reduction of limits or material change of insurance coverage as specified herein. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage set forth herein and the insurance required herein is in full force and effect. **ENGINEER shall not commence work under this Agreement until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of Endorsements or Policies of insurance including all endorsements and any and all other attachments as required in this Section. The original Endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so, on its behalf.**

- (4) It is understood and agreed to by the parties hereto that the ENGINEER's insurance shall, be construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- (5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to reasonably adjust the types of insurance required under this Agreement and the

1 monetary limits of liability for the insurance coverage's currently required
2 herein; if in the COUNTY Risk Manager's reasonable judgment, the
3 amount or type of insurance carried by the ENGINEER has become
4 inadequate. The County shall reimburse the ENGINEER for the cost of
5 such increase in insurance coverage.

6 (6) ENGINEER shall pass down the insurance obligations contained herein to
7 all tiers of subcontractors working under this Agreement.

8 (7) The insurance requirements contained in this Agreement may be met with
9 a program(s) of self-insurance acceptable to the COUNTY.

10 (8) ENGINEER agrees to notify COUNTY of any claim by a third party or
11 any incident or event that may give rise to a claim arising from the
12 performance of this Agreement.

13 IX. INDEMNITY AND HOLD HARMLESS.

14 A. The ENGINEER agrees to and shall indemnify and hold harmless the County of
15 Riverside, its Agencies, Districts, Departments and Special Districts, their respective
16 directors, officers, Board of Supervisors, elected and appointed officials, employees,
17 agents and representatives (hereinafter individually and collectively referred to as
18 "Indemnitees") from all liability, including, but not limited to loss, suits, claims,
19 demands, actions, or proceedings caused by any alleged or actual negligence,
20 recklessness, willful misconduct, errors or omissions of ENGINEER, its directors,
21 officers, partners, employees, agents or representatives or any person or organization
22 for whom ENGINEER is responsible, arising out of or from the performance of
23 services under this Agreement. To the extent a loss, suit, claim, demand, action, or
24 proceeding is based on actual or alleged acts or omissions of ENGINEER which are
25 not design professional services, ENGINEER shall indemnify Indemnitees whether or
26 not ENGINEER is negligent.

27 B. The duty to indemnify does not include loss, suits, claims, demands, actions, or
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1 proceedings caused by actual negligence of Indemnitees; however, any actual
2 negligence of Indemnitees will only affect the duty to indemnify for the specific act
3 found to be negligence, and will not preclude a duty to indemnify for any act or
4 omission of ENGINEER.

5 C. ENGINEER shall defend and pay, at its sole expense, all costs and fees, including but
6 not limited to attorney fees, cost of investigation, and defense, in any loss, suits,
7 claims, demands, actions, or proceedings based or alleged to be based on any act or
8 omission of ENGINEER arising out of or from the performance of services under this
9 contract. The duty to defend applies to any alleged or actual negligence, recklessness,
10 willful misconduct, error or omission of ENGINEER. The duty to defend shall apply
11 whether or not ENGINEER is a party to the lawsuit, and shall apply whether or not
12 ENGINEER is directly liable to the plaintiffs in the lawsuit. The duty to defend
13 applies even if Indemnitees are alleged or found to be actively negligent, unless the
14 act or omission at issue was caused by the sole active negligence of Indemnitees.
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16 D. The specified insurance provisions and limits required in this contract shall in no way
17 limit or circumscribe ENGINEER'S obligations to indemnify and hold harmless
18 Indemnitees from third party claims.

19 E. In the event there is conflict between the indemnity and defense provisions and
20 California Civil Code Sections 2782 and 2782.8, the indemnity and defense
21 provisions shall be interpreted to comply with Civil Code sections 2782 and 2782.8.

22 X. TERMINATION.

23 A. The COUNTY shall have the right to terminate this Agreement at any time, with
24 or without cause, upon fourteen (14) days prior written notice. Upon receipt of
25 notice, the ENGINEER shall immediately discontinue work and cancel all
26 outstanding commitments for material, equipment or subcontractors that may be
27 cancelled without undue cost. ENGINEER shall notify COUNTY of
28 commitments that cannot be cancelled without undue cost and COUNTY shall

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

10 B. If County fails, within the applicable time period herein, to make payment of
11 sums that are in good faith not disputed by County and fails to cure such failure
12 within the thirty (30) days after receipt of written notice of nonpayment from
13 ENGINEER, then upon an additional ten days written notice of intent to
14 terminate, ENGINEER may terminate this Agreement.

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

25 XI. MISCELLANEOUS PROVISIONS.

26 A. The term of this Agreement shall be two (2) years from the date of execution.
27 This Agreement may be terminated by COUNTY for any reason (with or without
28 cause) upon giving fourteen (14) days written notice to ENGINEER.

- 1 B. Unless otherwise required by the COUNTY prior to commencement of the work,
2 the construction documents shall be prepared so that all of the work on the project
3 will be executed under a single construction contract, but the COUNTY may
4 request the ENGINEER to provide for one or more bid alternates whereby a
5 reasonably severable portion or portions of the project may be bid as additive
6 alternates in the event the COUNTY requests that any portion of the work be bid
7 as additive alternates. The ENGINEER shall not be entitled to any extra
8 compensation for such work. If the additive alternates are let as separate
9 construction contracts, the COUNTY and the ENGINEER shall agree on the
10 nature and extent thereof and additional services, if any, will be authorized the
11 ENGINEER in connection therewith.
- 12 C. The ENGINEER shall consult with the COUNTY's legal adviser on legal matters
13 affecting the COUNTY in relation to the drawings, specifications and contract
14 documents and the relationship between COUNTY and contractor when requested
15 by the COUNTY. The ENGINEER shall submit for the COUNTY's legal
16 advisers review, and correction if required, for approval as to legality or form, the
17 contract documents and specifications (but not the drawings in the absence of a
18 request therefore or of any specific legal problem therein), addenda (other than for
19 correction of minor errors or minor omissions in the drawings or specifications),
20 change orders and other documents which may have legal implications or legal
21 consequences to the COUNTY. Such documents shall be submitted in time
22 reasonably to permit their review and advice to the COUNTY before the
23 COUNTY shall act thereon, and in sufficient quantity to permit said legal adviser
24 to retain one copy thereof if he so desires.
- 25 D. The COUNTY's Assistant CEO/EDA or a designated representative, shall
26 represent the COUNTY initially in any informal discussions or conferences with
27 the ENGINEER preliminary to or not requiring the action of the COUNTY 's
28 governing body, unless the COUNTY shall designate some other person or

1 persons for that purpose. A written summary of conclusions reached at any such
2 conference will be required of the ENGINEER by the COUNTY.

3 E. This agreement shall not be assignable by the ENGINEER as to any rights or
4 duties there under without the prior written consent of the COUNTY, and any
5 assignment attempted in violation of this provision, or any involuntary
6 assignment, shall give the COUNTY cause to terminate and cancel this agreement
7 the same as for a breach thereof. In other respects this agreement shall be binding
8 upon and inure to the benefit of the successors and assigns of the respective
9 parties.

10 F. Any notice or communication under this agreement shall be transmitted to the
11 COUNTY's Assistant CEO/EDA or a designated representative and to the
12 ENGINEER at the following address:

13 **COUNTY**

14 Gabriel Martin, Project Manager
15 Riverside County EDA
16 3403 Tenth Sidewalk, Suite 400
Riverside, CA 92501
(951) 955-0911
(951) 955-4890 (FAX)

ENGINEER

Brian Fox, President
Cozad & Fox, Inc.
151 S. Girard Street
Hemet, CA 92544
(951) 652-4454
(951) 766-8942

17 G. Release of Information to the Public: The ENGINEER shall consider all
18 information regarding the Project as confidential information. Any request for
19 information from others shall be directed to the COUNTY.

20 H. The following shall apply to all construction change orders:

21 1. Work performed by the ENGINEER or their CONSULTANTS to clarify
22 or explain a detail or condition in the drawing and/or specifications, the
23 work will be considered an element of ENGINEER's services and no
24 payment for extra services will be made.

25 2. For other change orders required by the COUNTY, the ENGINEER shall
26 be paid in accordance with the provisions of section for Extra Work for
27 the cost for the services performed, regardless of an additive or deductive
28 price for the change order.

1 I. Construction Period Site Visits/Communication:

2 It is the intention of the COUNTY to schedule biweekly job-site visits. There
3 may be occasions when fewer will suffice. There may be occasions where more
4 will be required. The ENGINEER agrees either to be in attendance at these
5 meetings, or alternatively to have his engineering consultants and/or those other
6 consultants he considers being appropriate in attendance. The ENGINEER shall
7 be allowed the option of providing onsite services in lieu of in-office services for
8 the express purpose of expediting the interpretation of drawings, processing of
9 shop drawings and processing of clarification requests. The additional on-site
10 time shall not be interpreted by the parties as any increased responsibility for
11 actual construction observation.

12 J. Jurisdiction/Venue/Attorneys Fees:

13 In the event of breach of this Agreement, the prevailing party will be
14 entitled to recovery of all reasonable costs incurred, including staff time, court
15 costs, attorneys' fees and other related expenses.

16 This Agreement shall be governed by and construed in accordance with the laws
17 of the State of California. The Parties agree that this Agreement has been entered
18 into at Riverside, California, and that any legal action related to the interpretation
19 or performance of the Agreement shall be filed in the Superior Court for the State
20 of California, in Riverside, California.

21 Any claim, dispute or other matter in question arising out of or related to
22 this Agreement shall be subject to mediation as a condition precedent to the
23 institution of legal or equitable proceedings by either party. If such matter relates
24 to or is the subject of a lien arising out of the ENGINEER'S services, the
25 ENGINEER may proceed in accordance with applicable law to comply with the
26 lien notice or filing deadlines prior to resolution of the matter by mediation.

27 The COUNTY and ENGINEER shall endeavor to resolve claims, disputes
28 and other matters in question between them by mediation which, unless the

1 parties mutually agree otherwise, shall be in accordance with the Construction
2 Industry Mediation Rules of the American Arbitration Association currently in
3 effect. Request for mediation shall be filed in writing with the other party to this
4 Agreement and with the American Arbitration Association. The request may be
5 made concurrently with the filing of a lawsuit but, in such event, mediation shall
6 proceed in advance of legal or equitable proceedings, which shall be stayed
7 pending mediation for a period of 60 days from the date of filing, unless stayed
8 for a longer period by agreement of the parties or court order.

9 The parties shall share the mediator's fee and any filing fees equally. The
10 mediation shall be held in the place where the Project is located, unless another
11 location is mutually agreed upon. Agreements reached in mediation shall be
12 enforceable as settlement agreements in any court having jurisdiction thereof.

13 K. Hazardous Materials:

14 It is acknowledged by both parties that the ENGINEER's scope of services does
15 not include any services related to asbestos or hazardous or toxic materials. In the
16 event the ENGINEER or any other party encounters asbestos or hazardous or
17 toxic materials at the jobsite, or should it become known in any way that such
18 materials may be present at the jobsite or any adjacent areas that may affect the
19 performance of the ENGINEER's services, the ENGINEER may, at the
20 ENGINEER'S option and without liability for consequential or any other
21 damages, suspend performance of services on the project until the COUNTY
22 retains appropriate specialist ENGINEERS or contractors to identify, abate and/or
23 remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is
24 in full compliance with applicable laws and regulations.

25 L. Minority Business Enterprise Reporting:

26 ENGINEER agrees to complete and submit to COUNTY the Questionnaire
27 attached hereto as Exhibit "B", and incorporated by this reference.

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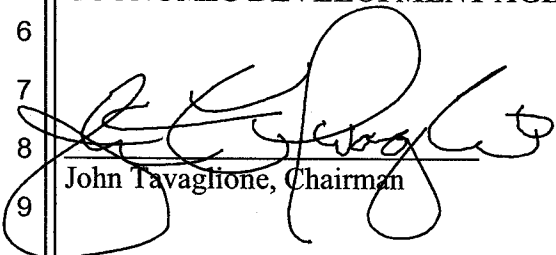
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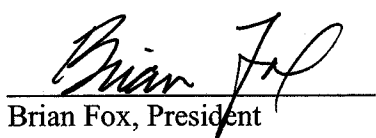
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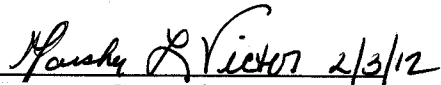
**COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY**


COZAD & FOX, INC.

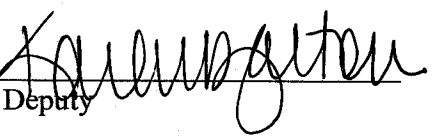

John Tavaglione, Chairman


Brian Fox, President

APPROVED AS TO FORM:

By  2/3/12
Counsel

ATTEST: 
Clerk of the Board

By 
Deputy

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SCOPE OF SERVICES

We understand that in this economic climate funds are limited and to meet EDA's goal to improve 2,640 LF of street and provide accessible sidewalk and curb and gutter along the route, the project must be closely coordinated with the Riverside County Transportation Department (RCTD). Because of this RCTD's involvement through design and construction is essential.

1. CONCEPTUAL DESIGN

Cozad & Fox, Inc. will use the aerial and field topographic survey data, the utility research, existing construction drawings and any special features to develop conceptual drawings of the project route. Conceptual design will include:

- ❖ Review of existing right-of-way and evaluate the need for additional right-of-way.
- ❖ Review the need for temporary construction easements.
- ❖ List property owners with assessor parcel numbers and addresses required for additional right-of-way or temporary construction easements.
- ❖ Review existing street widths and verify total width of street improvements from curb to curb and location and width of sidewalks.
- ❖ Evaluate existing and new driveways.
- ❖ Determine the preliminary design needs and relocation positions of the existing street lights.
- ❖ Conceptually identify potential areas with poor drainage.
- ❖ Perform a hydrology and hydraulics study to determine the storm water runoff impacting the route.
- ❖ Conceptually determine methods of improving drainage along the project route.
- ❖ Identify utilities, buildings, fences, mailboxes, trees or other items that may be affected by the proposed improvements.
- ❖ Evaluate existing water service, landscape service and fire protection service along the project route.
- ❖ Evaluate the existing handicap accessibility issues and layout appropriate path of travel.
- ❖ Coordinate services with Strategic Connections, Inc. for utilities.
- ❖ Work with the EDA to enhance the proposed project based upon value engineering analysis.
- ❖ Analyze easements and encumbrances that may affect the route.
- ❖ Identify potential utilities that may be in conflict with construction of improvements, utilities, and drainage or storm drain facilities.
- ❖ Prepare a preliminary construction cost estimate that identify key aspects of the project and other recommendations for needed improvements.
- ❖ Provide additional design alternatives, if necessary.



2. PROJECT SCHEDULE

Cozad & Fox, Inc. will coordinate with EDA, strategic Connections, Inc., RCTD, RTA and others and update the project design schedule presented in the proposal. The project schedule will be updated based upon project progress and constraints during design. The project schedule will include all design phase tasks with the appropriate review periods and consideration of approvals for construction from EDA, RCTD, RTA and the affected utilities. The start to finish schedule shall coincide with the Agency's goals.

- ❖ **Coordinate with the utility agencies to verify location, method of modifying utilities and services, and location of utilities or services to prevent construction delays.** Coordinate with the appropriate utility agencies to verify permits and then verify that utility and service relocations have been applied for and that approval by the utility agencies can be secured to maintain the schedule. **Cozad & Fox, Inc.** will prepare and maintain a project schedule to include realistic benchmarks for project completion.
- ❖ **Cozad & Fox, Inc.** will perform a constructability review of the project plans and advise EDA of any impacts to the schedule.
- ❖ Review existing and proposed right-of-way and verify that any right-of-way and vacations have been completed, and advise EDA of any impacts to the schedule.

3. COST ESTIMATES

- ❖ **Cozad & Fox, Inc.** will prepare two (2) cost estimates during design including one at the completion of preliminary design and the final construction cost estimate immediately prior to construction bidding.
- ❖ The cost estimates will be based upon the latest construction cost data available from the County and from recent projects.
- ❖ The street improvement cost estimates will include removal and replacement, sidewalks, curb, gutter, paving, base, grinding, overlay, grading, drainage facilities, signing and striping, utility relocations, street lights, erosion control, and other key aspects of construction.
- ❖ The cost estimate for demolition will include all excavation, removal, saw cutting, grinding and other overall demolition.
- ❖ The cost estimate for the street lights and street signing and striping will include appurtenances necessary for construction.



4. **STAFF MEETINGS**

Cozad & Fox, Inc. will regularly meet with staff and selected community leaders in order to incorporate staff and community input into design plans (approximately 2 meetings)

- ❖ Assign our project manager to chair and coordinate the meetings.
- ❖ Specialists in underground and overhead utilities, environmental compliance, traffic engineering, geotechnical engineering or other specialties will attend the meetings when appropriate.
- ❖ The project manager will take, prepare and distribute minutes of all meetings.
- ❖ Project constraints and possible alternative solutions to design will be discussed at the progress meetings.
- ❖ The existing and alternative solutions to area drainage will be discussed at the progress meetings.
- ❖ Layout and grading with alternatives will also be discussed at the progress meetings.
- ❖ Easements will be confirmed and presented to EDA staff at the project meetings.
- ❖ Utility relocation will be presented at the progress meetings.
- ❖ Geotechnical considerations will be presented at the progress meetings.
- ❖ Our team will also review the probable construction costs, evaluate alternatives and provide value engineering alternatives at the progress meetings.
- ❖ Our Project Manager will also review the schedule with EDA during the progress meetings.

5. **PUBLIC MEETINGS**

Cozad & Fox, Inc. will schedule, coordinate and chair the meetings with EDA, RTA and RCTD. **Cozad & Fox, Inc.** intends to:

- ❖ Our project manager will also be available to attend presentations, public meetings and public hearings.
- ❖ The project manager will take, prepare and distribute minutes of all meetings.

6. **CONSTRUCTION DOCUMENTS**

Cozad & Fox, Inc. will prepare the final construction documents including the street improvement plans, signing and striping plans, street light plans, and specifications. The project plans along with specifications and estimates, legals and plats for right-of-way dedication and BMP maintenance specifications will make up the overall final contract documents. The plans and specifications will be submitted to EDA for approval and will comply with all adopted Federal, State and local laws, ordinances and codes.



6.1. TOPOGRAPHIC AND FIELD BOUNDARY SURVEY

Cozad & Fox, Inc. will perform topographic and field control surveys of project route to include the following:

- ❖ Research record data including previously recorded and unrecorded survey maps, corner records and lot line adjustments for use in the field control survey.
- ❖ Analyze the Agency's current title reports to determine the overall control of the project right-of-way.
- ❖ Review all record easements from the title reports.
- ❖ Utilize coordinate geometry software to compute record location of the adjacent street right-of-way.
- ❖ Perform a field control survey to locate the existing centerline monuments and property corners to retrace the limits of the project right-of-way.
- ❖ Analyze the field control survey data in accordance with EDA and California's Boundary Control and Legal Principles and establish the overall boundary of parcels for mapping.
- ❖ Perform field surveying to determine encroachments of fences and buildings and to prepare the legal descriptions and plat maps for right-of-way easements to the Riverside County Survey Department's standards. **Cozad & Fox, Inc. is a consultant to the Riverside County Survey Department and has been one of only a few selected consultants to provide both field surveying and preparation of legal descriptions and plat maps to the Riverside County Survey Department. These services have been provided to the Survey Department for over 9 years.**
- ❖ Locate and tie-out centerline control along adjacent streets to be improved as part of the project.
- ❖ Establish a benchmark and temporary benchmarks at the project site.
- ❖ Set aerial targets for the aerial photogrammetrist.
- ❖ The aerial photogrammetrist, Inland Aerial Surveys, Inc. will perform an aerial topographic over flight and photograph the site to develop aerial topographic mapping. The aerial topographic mapping will include 1' contour intervals at 40 scale.
- ❖ Perform a field topographic survey to obtain cross sections at 25' intervals along street alignments requiring improvements and to collect information of surface features of items not readily detected by the aerial topographic survey. The field topographic survey will also verify key elevations of tie-in locations, determine depth of sewers and flow lines of catch basins and storm drains.
- ❖ Perform a field survey to identify surface features of all underground utilities and accurately locate power poles, vaults, pedestals, drainage facilities and other utilities along the project alignment.
- ❖ Perform a field survey of all key hardscape facilities for design purposes.



- ❖ The field topographic survey data will be reduced and added to the aerial topographic map to develop a topographic base map for use in conceptual and final design.
- ❖ The field topographic survey will include all survey work necessary for completion of the project plans and specifications.

6.2. RECORD AND ENCUMBRANCE MAPPING, UTILITY RESEARCH AND COORDINATION

- ❖ Plot all easements on utility and topographic base map.
- ❖ Review and plot all record utility locations on the base map.
- ❖ Review and plot all field locations of existing utilities on the base map.
- ❖ Contact each public and private utility to verify location of existing utilities and proposed services and easements. Strategic Connections, Inc., will verify transformer and meter locations and determine service demand for streetlights.
- ❖ **Determine sequence of events to coordinate with utilities during construction.**
- ❖ **Verify critical path scheduling for utility relocation or installation of utilities to provide service.**
- ❖ Obtain approval of all utilities.
- ❖ **Cozad & Fox, Inc. will perform independent utility research and coordinate utility relocation and service connections with Bob Lopez of Strategic Connections, Inc. Utility research will be compared to the field survey data collected based upon surface features of existing utilities.**
- ❖ **Coordinate with Bob Lopez with Strategic Connections, Inc. to meet with each utility in conflict to determine prior rights, requirements to avoid the utility or relocate the utility during construction, and the specific utility requirements and time frame of approval of utility relocation.**
- ❖ Coordinate with Bob Lopez with Strategic Connections, Inc. to verify new service locations, size, meter and transformers and demand. Verify specific utility requirements and time frame of approval of new utility services.

6.3 HYDROLOGY AND HYDRAULICS (We are on-call consultants to Riverside County Flood Control & Water Conservation District)

Cozad & Fox, Inc. will provide hydrology and hydraulics for the project route and surrounding area impacted by the design and coordinate and process hydrology and hydraulics with RCTD according to the following:

- ❖ Meet with RCTD and RCFC&WCD to review the site and surrounding streets and facilities.
- ❖ Obtain plans of any existing storm drain facilities at or near the project route.
- ❖ Verify criteria for preparation of the hydrology and hydraulics report.
- ❖ Meet with RCTD to review drainage and design criteria in adjacent streets.



- ❖ Perform a hydrology study in accordance with EDA, RCFC and RCTD requirements.
- ❖ Determine the 10-year and 100-year storm frequency and amount of run-off impacting the adjacent streets.
- ❖ Determine the drainage and run-off patterns at the adjacent streets.
- ❖ Determine location and capacity of existing and future drainage facilities and how these facilities may interface with the project route.
- ❖ Perform hydraulics to size facilities, catch basins, storm drains, channels and streets, if required.
- ❖ **Analyze and evaluate methods of improving drainage.**
- ❖ **Provide alternative drainage solutions based upon the Agency's requirements.**
- ❖ Evaluate driveways to prevent upstream off-site drainage from entering the private property.

6.4. RIGHT-OF-WAY DEDICATIONS

Cozad & Fox, Inc.'s will evaluate existing and new right-of-way in relation to the improvements with the goal of minimizing the need for additional right-of-way. Services will also include:

- ❖ Provide coordinate geometry calculations for boundary analysis to establish right-of-way.
- ❖ Prepare nine (9) legal descriptions and plat maps for right-of-way documents for dedication of right-of-way, recordation of easements or vacation of easements.
- ❖ Submit the utility or access easements to the affected agencies for review and approval.
- ❖ Submit easement vacations to affected utility agencies for review and approval.

6.5 EROSION CONTROL

Erosion control and the BMP maintenance specifications will include:

- ❖ Identification of Best Management Practices and Erosion Control Facility Standard Specifications.
- ❖ Methods of monitoring for compliance.
- ❖ Emergency contact information.
- ❖ Standard specifications for placement and replacement of material.
- ❖ Drainage and erosion control criteria to meet the BMP maintenance specifications.
- ❖ Methods of controlling spills, leakage and erosion control specifications.



6.6 STREET IMPROVEMENT PLANS

Street plan and profile drawings at 1"=40 scale will be prepared to Riverside County Transportation Department's standards. The field and aerial topographic mapping along with utility research will be used as base sheets to develop the street improvement plans. The plans will include the following:

- ❖ Removal of fencing, signage or other hardscape facilities.
- ❖ Existing street paving, curbs, gutters, sidewalks, location of existing utilities and driveways.
- ❖ Existing utilities will include surface features of fire hydrants, water meters, utility boxes, underground vaults, manholes and location of streetlights.
- ❖ The street improvement plans will include limits of demolition and removal of paving, curbs, gutters, sidewalks and other facilities.
- ❖ The final plans will incorporate the ultimate design width of the street in order to meet existing conditions and will include a determination of limits of pavement removal, new overlay, new paving, repaving and resurfacing.
- ❖ **New street curbs, sidewalks and driveways meeting ADA compliance will be included on the plans.**
- ❖ Proposed grading limits, tie-in locations, any additional walls or retaining walls and streetlights will be shown on the plans.
- ❖ Prepare cross sections at 25' on center through the length of the project.
- ❖ Include title sheet with vicinity map, standard notes and quantities.
- ❖ Show proposed utility relocations for coordination with Strategic Connections, Inc.
- ❖ Show limits and transition points of paving, driveways, sidewalks and drainage.
- ❖ Show modifications and changes in fences and block walls along the alignment.
- ❖ Show existing and proposed right-of-way and identify each parcel along the project alignment.

During final design, Brian Fox will walk the project to identify any unique design features and verify existing conditions and compatibility of design. Each transition, driveway, sidewalk crossing, drainage issues and ADA complaint handicap ramps will be verified in the office and in the field. Impacts to each property will be evaluated to minimize disturbance and disruptions and to minimize later field changes.

Signing and Striping Plans – Cozad & Fox, Inc. will prepare signing and striping plans for the streets.

Street Lighting Plans – Street lighting plans will be prepared in accordance with Riverside County Transportation Department's design and standards and will include separate plans sheets for installation of street lights.



- ❖ **Cozad & Fox, Inc's** project manager will coordinate with Bob Lopez of Strategic Connections, Inc. to effectively synchronize construction schedules with SCE, Gas Company, telephone service and other utilities. The County Inspector will coordinate any service adjustment with the contractor during construction.
- ❖ Special specifications for construction.

6.7 DESIGN ALTERNATIVES

Cozad & Fox, Inc. will team with EDA, RCTC, RTA and other agencies to continually review the preliminary design and project improvements including ADA handicap accessible sidewalks and ramps and provide our value engineering assessment for the cost and advantages and disadvantages of alternatives. During the course of design, Cozad & Fox, Inc. will incorporate changes in the direction of design based upon our collaboration with the Agencies.

6.8. AERIAL TOPOGRAPHIC SURVEY

Inland Aerial Surveys, Inc. will perform the aerial flight and topography and prepare the aerial topographic survey mapping along the project route beginning 300' west of Marshall Street and extending east 300' past Cowie Avenue, as well as, extending south 300' on Theda Street. The aerial topographic mapping will be at 40 scale with 1' contour intervals and will include 200' wide strip topography along the project route. The aerial topographic mapping will also photograph and develop topographic mapping of the two drainage courses on the south side of Ellis Avenue across private property. Additional topographic mapping along the drainage courses will extend approximately 300' south of Ellis Avenue.

7. BID SOLICITATIONS

Cozad & Fox, Inc will provide bid assistance to include answering question from prospective bidders, attend bidder conference, assistance with distributing information in plan rooms, and participation in bid opening, bid analysis to determine lowest responsible bidder and attend the pre-construction meeting. For the pre-construction meeting **Cozad & Fox, Inc.** will identify all attendees, distribute an agenda (prepared with EDA staff), record and prepare minutes to be distributed at a later date.

8. BID PACKETS

Cozad & Fox, Inc. will prepare complete sets of plans and specifications with on copy of plans on AutoCad and specifications on disk compatible to Microsoft Word (latest version). **Cozad & Fox, Inc.** will provide to EDA on original copy of the final bid document package and one copy in electronic format (Microsoft Word) and will also provide mylars of plans.



9. INSURANCE – INDEMNITY AND HOLD HARMLESS

Cozad & Fox, Inc. can comply with all EDA insurance, Indemnity and hold harmless clauses. Evidence of insurance is already on file at EDA. Cozad & Fox, Inc. has no outstanding claims. Cozad & Fox, Inc. has the following insurance coverage:

- A. Commercial General Liability, \$1,000,000 per occurrence, combined single limit and \$2,000,000 in the aggregate with a \$5,000.00 deductible.
- B. Professional Liability Insurance, \$1,000,000 per claim and \$2,000,000 annual aggregate.
- C. Automobile Liability, \$1,000,000 per occurrence in the aggregate, combined single limit.
- D. Workers Compensation, \$1,000,000 per person per accident.
- E. All Risk Personal Property Insurance Coverage for the full replacement value of the engineer and his consultants.

10. STATUS REPORTS – Cozad & Fox, Inc. will prepare monthly status reports that will be submitted with our invoice.

11. MONTHLY INVOICING – Cozad & Fox, Inc. submit invoices on a monthly basis. Each invoice will be itemized and show tasks performed, number of hours worked per person/consultant and rate per hour per person/consultant. Any reimbursable expenses will be submitted with copies of receipts. The monthly progress report will be attached to each invoice.

CONSTRUCTION MANAGEMENT PHASE SERVICES

12.1 CONSTRUCTION ADMINISTRATION

Cozad & Fox, Inc. will provide construction administration services and advise and consult the EDA staff during construction of sidewalk and street improvements. Construction administration services will include the following:

- ❖ **Review and Respond to RFI's** – Clarify or explain a detail in the drawings or in the specifications, process shop drawings and review submittals for accurate interpretation of the drawings.
- ❖ **Weekly On-Site Meetings** – Coordinate and attend the weekly on-site construction meeting with EDA staff, the prime contractor, subcontractors, the RCTD, utilities and others.
- ❖ **On-Site Observations** – Cozad & Fox, Inc. will perform regular on-site observation of improvements to monitor progress and quality of the work in conformance with the contract documents. The consultant shall visit the job site at least twice weekly to observe the progress of construction.
- ❖ **Inspection** – Inspection will be provided by RCTD.
- ❖ **Provide Project Reports to EDA**
Review inspection and material testing reports.



12.2 CONSTRUCTION SURVEYING AND STAKING

Cozad & Fox, Inc. shall provide construction staking for improvements. Construction staking shall include establishing control, tie out and resetting existing monumentation, construction stakes for street curb, ramps, driveway openings at the curb, relocated utilities, retaining walls, catch basins, laterals, storm drain, and blue top staking for paving and driveway transitions to existing on-site driveway aprons.

- ❖ **Establish Control** – **Cozad & Fox, Inc.** will establish control along the project alignment at every 300 feet on center for construction staking.
 - ❖ **Coordinate Geometry** - Provide coordinate geometry calculations for construction staking. Prior to each staking sequence, **Cozad & Fox, Inc.** will compute location of construction stakes and offsets with elevations for stakeout.
 - ❖ **Demolition** – Place one set of construction stakes at limits of demolition, in proposed driveway openings, and for construction of new curb and driveways.
 - ❖ **Precise Grading** – Place one set of construction stakes for precise grading of sidewalk, ramps, and other flat work.
 - ❖ **Street Curbs** – Place one set of construction stakes for street curbs, curb returns, cross-gutters, driveway depression opening locations, and spandrels. Construction stakes will be set at 25 feet on center.
 - ❖ **Driveways** – Place one set of construction stakes along the centerline of alignment of new driveway ramps to existing residences.
 - ❖ **Street Lights** – Place one set of construction stakes for street light pole locations and location of equipment.
 - ❖ **Utilities** – Place one set of construction stakes for all utilities that are to be installed or relocated.
 - ❖ **Storm Drain Facilities** - Place one set of construction stakes along the alignment at all curb inlets and outlets to control storm water.
 - ❖ **Preparation of Cut Sheets, Coordination and Travel** - **Cozad & Fox, Inc.** will prepare cut sheets for each segment of construction and provide cut sheets to the contractor for construction. Coordination of staking, mobilization and travel to and from the project site.
13. **CONSTRUCTION DRAWS** – **Cozad & Fox, Inc.** will review all construction invoices submitted by the contractor to EDA for payment. Based upon work completed, **Cozad & Fox, Inc.** will verify the amount to be paid as a percentage of construction and also verify that prevailing wage and other Federal, State and local requirements are in compliance during construction. All requests for change orders by the contractor during construction will also be reviewed and recommendations will be forwarded to EDA for either approval or denial. **Cozad & Fox, Inc.** will review the reasons for change orders and costs and prepare change orders for submittal to EDA for review.



14. **SHOP DRAWING AND SUBMITTALS** – Review contractor's shop drawings and submittals, coordinate with EDA and provide approval. Perform a final walk-through site inspection of construction and prepare a construction deficiencies list (punch list) to document items to be completed prior to final acceptance of the improvements.
15. **FINAL INSPECTION** – Cozad & Fox, Inc. will participate in final inspection of construction and make recommendations for acceptance as appropriate. Cozad & Fox, Inc. will participate in an inspection at the end of the one year warranty period.
16. **RECORD DRAWINGS** – At project completion Cozad & Fox, Inc. shall review and approve, and prepare "as-built" drawings based upon the inspection notes and redline blueprints provided by the contractor at the end of construction of the improvements and submit two (2) copies to EDA.
17. **COORDINATE WITH SCE** - Cozad & Fox, Inc.'s project manager and inspector will coordinate with Bob Lopez of Strategic Solutions, Inc. and/or SCE to affectively synchronize construction and/or relocation schedules with SCE.



FEE SCHEDULE

1.	CONCEPTUAL DESIGN	
	Estimate.....	\$9,600.00
2.	PROJECT SCHEDULE	
	Estimate.....	\$3,850.00
3.	COST ESTIMATES	
	Estimate.....	\$3,000.00
4.	STAFF MEETINGS	
	Estimate.....	\$3,000.00
5.	PUBLIC MEETINGS	
	Estimate.....	\$3,800.00

CONSTRUCTION DOCUMENTS

6.1.	TOPOGRAPHIC AND FIELD BOUNDARY SURVEY	
	Estimate.....	\$6,200.00
6.2.	RECORD AND ENCUMBRANCE MAPPING, UTILITY RESEARCH AND COORDINATION	
	Estimate.....	\$2,900.00
6.3.	HYDROLOGY AND HYDRAULICS (We are on-call consultants to Riverside County Flood Control & Water Conservation District)	
	Estimate.....	\$2,400.00
6.4.	RIGHT-OF-WAY DEDICATIONS	
	Estimate.....	\$14,240.00
6.5.	EROSION CONTROL	
	Estimate.....	\$4,240.00



6.6	STREET IMPROVEMENT PLANS	
	Estimate.....	\$18,900.00
6.7	DESIGN ALTERNATIVES	
	Estimate.....	\$2,400.00
6.8.	AERIAL TOPOGRAPHIC SURVEY	
	Estimate.....	\$2,990.00
7.	BID SOLICITATIONS	
	Estimate.....	\$2,800.00
8.	BID PACKETS	
	Estimate.....	\$1,380.00
9.	INSURANCE – INDEMNITY AND HOLD HARMLESS	
	Estimate.....	Included
10.	STATUS REPORTS	
	Estimate.....	\$4,300.00
11.	MONTHLY INVOICING	
	Estimate.....	Included
CONSTRUCTION MANAGEMENT PHASE SERVICES		
12.1	CONSTRUCTION ADMINISTRATION	
	Estimate.....	\$25,760.00
12.2	CONSTRUCTION SURVEYING AND STAKING	
	Estimate.....	\$13,800.00
13.	CONSTRUCTION DRAWINGS	
	Estimate.....	\$5,600.00
14.	SHOP DRAWING AND SUBMITTALS	
	Estimate.....	\$3,600.00



15.	FINAL INSPECTION	
	Estimate.....	\$2,032.00
16.	RECORD DRAWINGS	
	Estimate.....	\$1,890.00
17.	COORDINATE WITH SCE	
	Estimate.....	\$4,800.00
TOTAL ESTIMATE		\$143,482.00
REIMBURSABLES		\$3,500.00

Strategic Connections, Inc. will bill EDA directly for their services based upon their On-Call" Service Agreement with EDA.

IN-OFFICE REIMBURSABLES (including blueprints, plots, photocopies, long distance telephone calls, mileage, and other in-office supplies directly related to the project) No backup data or copies of bills will be provided for reimbursable expense invoiced under this agreement. Should backup data be requested, it will be provided for an administrative fee of \$100 per monthly invoice requiring verification, plus a \$1.00 per bill or cost item supplied.

Items included with a budget amount will be performed and invoiced on an hourly basis not to exceed the budget amount without notifying the client.

Cozad & Fox, Inc. strongly recommends that a contingency fund in the amount of 20% of the contract be maintained to cover unexpected requests by the client or other agencies during final design and construction.

A signed agreement and/or task order are required prior to scheduling work. Progress invoices will be forwarded on a bi-weekly basis. Invoices will include fees earned for the billing period plus all direct costs advanced by **Cozad & Fox, Inc.** Client shall make every effort to review invoices within ten working days from date of receipt and notify Consultant in writing of any item that is allegedly incorrect. All invoices are due and payable upon receipt.

The fees proposed herein shall apply for one year from contract date. Due to ever-changing costs, after one year Consultant shall increase contract fee amount by fifteen percent for those portions of the contract work remaining to be completed.

ECONOMIC DEVELOPMENT AGENCY
COMMUNITY SERVICES DIVISION

EXHIBIT B

CDBG/ESG/HOME PROGRAMS
Architect/Sub-Architect Questionnaire

EDA Use Only
Project Name: Ellis Avenue Project
File#: _____

Note: The information requested is used to compile data required by HUD for Federally funded projects. The information is used by HUD to monitor and evaluate Minority Business Enterprise activities against the total program activity and the designated minority business enterprise (MBBE) goals.

Privacy Act Notice = The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and regulation. It will not be disclosed or released outside the United States Department of Housing and Urban Development without your consent, except as required or permitted by Law.

Project Name: _____

Amount of Contract or Subcontract	Contractor or Subcontractor Business Racial/Ethnic (See below)	Type of Business 9	Woman Owned Business (Y or N)	Prime Contractor Identification (ID) Number	Sub-Contractor Identification (ID) Number (Y or N)	Section 3 (Y or N)	Contact Person	Contractor/Subcontractor Name and Address
							Name: _____	Contractor/Subcontractor Name and Address
							Street: _____	
							City: _____	
							State: _____	

- Racial/Ethnic Codes:**
- = White Americans
 - = Black Americans
 - = Native Americans
 - = Hispanic Americans
 - = Asian/Pacific Americans
 - = Haisitic Jews
- Type of Business/Trade Codes:**
- 1- New Construction
 - 2- Substantial Rehab
 - 3- Repair
 - 4- Repair Training
 - 5- Project Mngmt
 - 6- Professional Services
 - 7- Tenant Services
 - 8- Education
 - 9- Arch/Eng Appraisal
 - 0- Other
- Section 3: Yes/No**
- A Section 3 Contractor or subcontractor is a business concern that provides economic opportunities to low and very low-income residents of the metropolitan area (or nonmetropolitan county), including a business concern that is 51 percent or more owned by low-income residents.

PRINT NAME: _____

SIGNATURE: _____

DATE: _____