

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



**ITEM: 3.16
(ID # 21998)**

MEETING DATE:
Tuesday, September 26, 2023

FROM : FACILITIES MANAGEMENT AND SHERIFF'S DEPARTMENT :

SUBJECT: FACILITIES MANAGEMENT (FM) AND SHERIFF'S DEPARTMENT: Off-Site Improvements at the John J. Benoit Detention Center for Storm Drain, Street, Landscape and Traffic Signal Improvements-Phase II – First Amended and Restated Professional Services Agreement with Albert A. Webb Associates, Inc. and Approval of the Notice of Completion for Granite Construction Company; District 4. [\$305,128 - 100% East County Detention Center Fund 30702 (Previously approved budget)] (Clerk to Record Notice of Completion)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the attached First Amended and Restated Professional Services Agreement for Architectural Services (Amendment) between the County of Riverside (County) and Albert A. Webb Associates, Inc. (Webb), of Riverside, California, to increase in the amount not to exceed \$18,323, from \$1,183,510 to 1,201,833, and extend the contract term through December 31, 2023, for the Off-Site Improvements at the John J. Benoit Detention Center Storm Drain, Street, Landscape and Traffic Signal Improvements-Phase II (Off-Site Improvements at JJB Detention Center-Phase II) Project;
2. Authorize the Director of Facilities Management, or her designee, to administer the Amendment for Webb in accordance with applicable Board policies;

Continued on Page 2

ACTION:Policy, CIP


Matthew Jimenez

9/12/2023

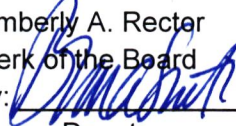

Rose Salgado, Director of Facilities Management

9/12/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: September 26, 2023
xc: FM, Sheriff, Recorder

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. Accept the Off-Site Improvements at JJB Detention Center-Phase II Project, located at 82675 California Highway 111 in Indio, California, constructed by Granite Construction Company (Granite Construction) of Indio, California, as complete and authorize the Chairman of the Board (Chairman) to execute the Notice of Completion;
4. Direct the Clerk of the Board to record the attached Notice of Completion; and
5. Authorize the release of undisputed retained funds in the amount of \$286,805 to Granite Construction in accordance with the contract terms and applicable law, per the General Conditions of the contract.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 305,128	\$ 0	\$ 305,128	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: East County Detention Center Fund 30702 – 100% (Previously approved budget)			Budget Adjustment: No For Fiscal Year: 23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On April 7, 2015 (Item 3-13), the Board of Supervisors (Board) approved the Professional Services Agreement between the County of Riverside (County) and Webb for construction management, engineering support, and inspection services in the amount of \$649,410 for the Off-Site Improvements at JJB Detention Center Project - Phase I and Phase II, located adjacent to the John J. Benoit Detention center at 82675 California Highway 111 in Indio, California, 92201. During construction, Webb provided additional engineering and inspection services due to unforeseen site conditions and requirements by the City of Indio. The three previous amendments were approved by the Board on August 29, 2017 (Item 3.52), September 22, 2020 (Item 3.5), and October 4, 2022 (Item 3.21) for an additional \$534,100 and a revised contract amount of \$1,183,510. The First Amended and Restated Professional Services Agreement will compensate Webb in the not-to-exceed amount of \$18,323 for additional construction administration and inspection services provided and a revised contract value of \$1,201,833 to fully complete the close-out of the Project.

On January 11, 2022, Item 3.14, the Board approved the Construction Contract between the County and Granite Construction in the amount of \$5,500,000 for the Off-Site Improvements at JJB Detention Center-Phase II Project. During construction, a total of four change orders were issued to Granite Construction in the cumulative amount of \$236,106 increasing the contract value from \$5,500,000 to \$5,736,106. The four change orders did not exceed the single change

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order dollar authority nor the 10% contingency allowance, therefore no Board action was required.

Granite Construction completed the work, and the Project has been inspected and found to comply with the contract and safety requirements. This Board action will release the undisputed contract retention funds in the amount of \$286,805 to Granite Construction after the Notice of Completion has been recorded and the 35-day lien period has expired from the start of the recorded date, per the contract terms and applicable law.

Impact on Residents and Businesses

The off-site improvements will address public safety, aesthetics, and convenience for traversing either by vehicle or on foot in and around the JJB Detention Center.

Contract History for Albert A. Webb Associates

DESCRIPTION	AMOUNT	PERCENT	DESCRIPTION
Base Service Contract	649,410	0 %	Original Agreement with Albert A. Webb Associates.
First Amendment	85,660	13.19 %	Potholing, ground penetrating radar mapping 2 intersections, hydrology studies to accommodate additional capacity.
Second Amendment	368,040	56.67 %	Phasing of project, additional inspections and construction management of various subsurface unforeseen conditions that conflicted with the design.
Third Amendment	80,400	12.38 %	Survey and final inspection of the project on behalf of the City of Indio.
First Amended and Restated Professional Services Agreement	18,323	2.82%	Additional construction and inspection services; and extension of contract.
TOTAL	\$ 1,201,833	85.06 %	

Additional Fiscal Information

All costs associated with this Board action were previously approved on January 11, 2022 (Item 3.14) and are 100% funded through East County Detention Center Fund 30702. First Amended and Restated Professional Services Agreement for Webb in the amount of \$18,323 and the retention funds for Granite in the amount of \$286,805 are covered within the previously

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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approved budget, therefore no budget adjustment is required. Monies will be expended in FY 23/24.

Attachments:

- First Amended and Restated Professional Services Agreement with Albert A. Webb Associates, Inc.
- Notice of Completion for Granite Construction Company

RS:VB:RM:AR:SC:ab

FM08110006391

MT Item# 21998

G:\Project Management Office\FORM 11'S\FORM 11's_In Process\21998_D3 - 006391 - Off-Site Impr JJB Det Center-Phase II - Amend 4-Albert Webb, NOC-Granite_092623.doc


Veronica Santillan, Principal Management Analyst 9/19/2023

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

KIMBERLY RECTOR, CLERK OF THE BOARD
4080 LEMON STREET, 1ST FLOOR CAC
P O BOX 1147 - RIVERSIDE, CA 92502

MAIL STOP # 1010

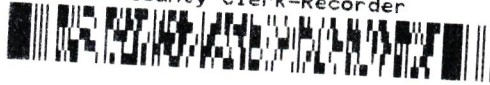
AND WHEN RECORDED MAIL TO:

RETURN TO: STOP #1010
RIVERSIDE COUNTY CLERK OF THE BOARD
P. O. BOX 1147 - RIVERSIDE, CA 92502

2023-0284537

09/26/2023 03:58 PM Fee: \$ 0.00
Page 1 of 2

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



THIS SPACE FOR RECORDERS USE ONLY

6080

NOTICE OF COMPLETION

(California Civil Code §§ 8100-8118, 9200-9208)

To be recorded with County Recorder within 15 days after completion.

Notice is hereby given by the undersigned owner, a public entity of the State of California, that a public work of improvement has been completed, as follows:

Project title or description of work: Off-Site Improvements at John J. Benoit Detention Center for Storm Drain, Street, Landscape and Traffic Signal Improvements-Phase II Project
FM08110006391

Date of Completion: Date Hereof

Nature of owner: Public Entity

Interest or estate of owner: In Fee

Address of owner: Clerk of the Board of Supervisors, County Administrative Center,
4080 Lemon St., Riverside, CA 92501

Name/address of direct contractor: Granite Construction Company
38000 Monroe Street, Indio, California 92203

Street or legal description of site: 82675 California Highway 111, Indio, California 92201

FOR APPROVED COUNTY COUNSEL
BY: DANIELLE MALAND

Dated: 9/26/23

Owner: County of Riverside
(Name of Public Entity)

By:
Chairman, Board of Supervisors
Kevin Jeffries

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss

I am the Chairman of the governing board of the County of Riverside, the public entity which executed the foregoing notice and on whose behalf I make this verification; I have read this notice, know its contents, and the same is true. I certify under penalty of perjury that the foregoing is true and correct.

ATTEST: Kimberly Rector, Clerk

By: Deputy

Executed at Riverside, California on 9/26/23

Chairman, Board of Supervisors
Kevin Jeffries

Updated 12/2022

PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

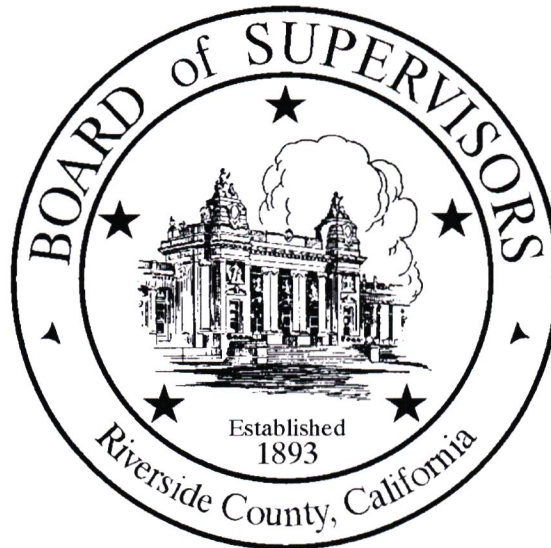
www.riversideacr.com

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

CLARIFICATION FOR SEAL for the Riverside County Board of Supervisors
(EMBOSSSED ON DOCUMENT)



Date: 09/26/2023

Signature: 

Print Name: Breanna Smith, Clerk of the Board Assistant

**FIRST AMENDED AND RESTATED
AGREEMENT**

for

Professional Engineering Services

between

County of Riverside

and

Albert A. Webb Associates, Inc.

JJB Detention Center Off-Site Improvements Project - FM08110006391

SEP 26 2023 3.14

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1 **FIRST AMENDED AND RESTATED PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

2 This First Amended and Restated Agreement for Professional Engineering Services ("Agreement") is made by and
3 between the COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and Albert A. Webb Associates,
4 hereinafter referred to as "ENGINEER", (collectively the "Parties"), who are located at the following addresses:

5 County of Riverside |Albert A. Webb Associates, Inc.}|
6 Facilities Management |3788 McCray Street |
7 Project Management Office |Riverside, CA 92506 |
8 3450 14th Street, Suite 200
9 Riverside, CA 92501
10

11 RECITALS

12 WHEREAS, the Parties have entered into that certain Agreement for Professional Engineering Services for
13 the JOHN J. BENOIT DETENTION CENTER OFF-SITE IMPROVEMENTS PROJECT, executed on April 7, 2015,
14 (herein referred to as "Original Agreement") in order for ENGINEER to perform all services and other activities
15 necessary to facilitate the engineering services as described in further detail of Exhibit "A"; and

16 WHEREAS, the Parties did amend the Original Agreement on August 29, 2017, September 22, 2020, and
17 October 4, 2022, to modify the scope of services to provide for Extra Work, increase the compensation, and extend
18 the period of performance; and

19 WHEREAS, although the Original Agreement, by its terms, expired on June 30, 2023, the Parties have
20 continued their arrangement through the date of this Agreement; and

21 WHEREAS, the Parties desire to amend and restate the Original Agreement, as amended, to extend the
22 period of performance through December 31, 2023, add additional services as permitted by the Original Agreement,
23 and increase the compensation accordingly; and

24 WHEREAS, ENGINEER has the expertise, special skills, knowledge, and experience to perform the duties
25 set out herein; and

26 WHEREAS, upon the execution of this Agreement, the Original Agreement shall be superseded and
27 replaced.

28 The Parties do hereby agree as follows:

29 ///

1 **ARTICLE I • DESIGNATED CONTACTS**

2 Coordination of ENGINEER and COUNTY activities shall be accomplished through the ENGINEER'S PROJECT
3 MANAGER, and a COUNTY PROJECT MANAGER.

4 The PROJECT MANAGER for ENGINEER shall be:

5 Delish Sheth, PE, TE, Vice President

6 The COUNTY PROJECT MANAGER for COUNTY shall be:

7 Anna Rodriguez, County Project Manager

8 **ARTICLE II • PROJECT DEFINITION**

9 The COUNTY desires to provide for the necessary and required off-site improvements for the John J. Benoit
10 Detention Center in the City of Indio. The project requires both civil engineering design and construction
11 administration services. ENGINEER shall furnish all technical and professional services including labor, material,
12 equipment, transportation, supervision, and expertise to fully and adequately perform and complete the covenants
13 set forth in Appendix A, Schedule of Services, which is attached hereto and incorporated herein by reference. All
14 services and deliverables associated with the performance and accomplishment of the covenants described in the
15 Schedule of Services is hereinafter collectively referred to as the "PROJECT".

16 **ARTICLE III • COOPERATIVE AGENCIES**

17 **A. Lead Agency**

18 COUNTY has designated its Facilities Management ("FM") Department as the lead agency for PROJECT.

19 ENGINEER agrees that it will maintain coordination with COUNTY designated personnel as may be
20 requested or required for PROJECT.

21 **B. COUNTY Standards**

22 All deliverables shall be prepared in accordance with the current COUNTY practices, regulations, policies,
23 procedures, manuals and standards where applicable. All deliverables are subject to review and approval
24 by COUNTY.

25 **C. ENGINEER Staff**

26 1. ENGINEER has been selected to perform the PROJECT herein because of the skills and expertise of
27 key individuals. ENGINEER agrees that the following key individuals in ENGINEER'S company shall
28 be associated with the PROJECT in the following capacities:
29

JOB TITLE	NAME
Project Manager	Delish Sheth, PE, TE, Vice President
Principal-In-Charge	Bruce Davis, PE, Senior Vice President
Technical Advisor	Scott Hildebrandt, PE, Senior Vice President
Storm Drain & Water Quality	Joseph Caldwell, PE, CPESC, CPSWQ, Director

2. ENGINEER shall not change any of the key personnel listed above without prior written approval of COUNTY, unless said personnel ceases to be employed by ENGINEER. In either case, COUNTY shall be allowed to interview and approve replacement personnel.

3. If any designated lead or key person fails to perform to the satisfaction of the COUNTY, then upon written notice the ENGINEER shall immediately remove that person from the PROJECT and provide a temporary replacement. ENGINEER shall within seven (7) days provide a permanent replacement person acceptable to COUNTY.

ARTICLE IV • CONDITIONS

A. Notifications

All notices hereunder and communications regarding interpretation of the terms of this Agreement and changes thereto shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed to the attention of the ENGINEER PROJECT MANAGER or the COUNTY PROJECT MANAGER at the respective addresses provided on page one of this Agreement.

B. Assignment

In as much as this Agreement is intended to secure the specialized services of ENGINEER, ENGINEER may not assign, transfer, delegate or sublet any interest herein without the prior written consent of COUNTY, which may be granted or withheld in its' sole discretion; and any such assignment, transfer, delegation or sublease without the COUNTY'S prior written consent shall be considered null and void.

C. Subcontracts

- ENGINEER shall perform the services contemplated with resources available within its own organization. No portion of the services pertinent to this Agreement shall be subcontracted without written authorization by the COUNTY PROJECT MANAGER, except that which is expressly identified in this Agreement.
- In the event ENGINEER subcontracts any portion of ENGINEER'S duties under this Agreement,

1 ENGINEER shall require its subcontractors to comply with the terms of this Agreement in the same manner
2 as required of ENGINEER including, but not limited to; indemnification of the COUNTY, requiring the same
3 insurance of Subcontractors as required of ENGINEER, and having Subcontractor's insurance name the
4 COUNTY as Additional Insured for each type of insurance where this Agreement requires ENGINEER'S
5 insurance to name COUNTY as Additional Insured.

6 **D. Modifications**

- 7 1. This Agreement may be amended or modified only by mutual written agreement of the Parties. No alteration
8 or variation of the terms of this contract will be valid unless made in writing and signed by the Parties hereto
9 and no oral understanding or agreement not incorporated herein, will be binding on any of the Parties
10 hereto.
- 11 2. Minor modifications are changes that do not substantially affect the Scope of Service. Minor modifications
12 may be: a shift of funds between tasks within a budget category; the shifting of work and/or funding from
13 one phase to another. All requests for minor modifications must be approved in writing by the Director of
14 FM, or her designee, prior to implementing the change.
- 15 3. There shall be no change in the ENGINEER PROJECT MANAGER or key members of the PROJECT team
16 without prior written approval by the COUNTY PROJECT MANAGER.
- 17 4. All modifications that do not fit within the definition of a minor modification to this Agreement shall be
18 considered a major change and must be approved in writing by the ENGINEER and COUNTY Board of
19 Supervisors prior to implementing the major change.

20 **E. COUNTY Directives**

21 ENGINEER shall receive contract directions and interpretations from the COUNTY PROJECT MANAGER.

22 **F. Liability**

- 23 1. ENGINEER has total responsibility for the accuracy and completeness of all data, reports, plans, and
24 estimates prepared for PROJECT and shall check all such material accordingly. COUNTY will review all
25 work product deliverables. The responsibility for accuracy and completeness of such items remains solely
26 that of ENGINEER. Neither the COUNTY'S review nor approval shall give rise to any liability or
27 responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve ENGINEER of its
28 professional responsibilities or obligations under this Agreement.
- 29 2. The plans, designs, estimates, calculations, reports and other documents furnished in accordance with the

1 Scope of Services shall meet the criteria for acceptance and be a product of neat appearance, well
2 organized, technically and grammatically correct, checked and having the preparer and checker identified.
3 The minimum standard of appearance, organization and contents shall be of similar types produced by
4 COUNTY. If any work product submitted is not complete and ready for use by COUNTY, it shall be marked
5 "Draft" or similar designation to indicate it is not ready for use by COUNTY. COUNTY expects that all work
6 products not so designated are ready for and can be used on PROJECT.

- 7 3. COUNTY and ENGINEER agree that plans, drawings or other work products prepared by ENGINEER are
8 for the exclusive use of COUNTY and will be used by COUNTY for the project for which they were
9 specifically prepared. ENGINEER shall not be responsible for use of such plans, drawings or other work
10 products if used on a different project without the written authorization or approval by ENGINEER.
- 11 4. ENGINEER acknowledges that the plans, drawings and/or other work products may be used by COUNTY
12 for the PROJECT regardless of any disputes that may develop between ENGINEER and COUNTY. All
13 plans, drawings, or other work product shall be deemed the sole and exclusive property of COUNTY and
14 ownership thereof is irrevocably vested in COUNTY whether the PROJECT is executed or not.
- 15 5. ENGINEER, and the agents and employees of ENGINEER, in the performance of this contract, shall act in
16 an independent capacity and not as officers, employees or agents of COUNTY.
- 17 6. ENGINEER has the sole discretion to determine how, when, and where to perform services required to
18 achieve the final result specified in the Scope of Services for PROJECT subject to PROJECT timelines and
19 availability of access during COUNTY regular operating hours.
- 20 7. ENGINEER has the right to perform services for other clients during the term of this Agreement as long as
21 such services are not in direct conflict with the services provided to COUNTY.
- 22 8. ENGINEER and its employees shall not be entitled to and are not eligible for COUNTY employee benefits,
23 including, but not limited to, medical, dental or vision insurance, life insurance, retirement benefits, vacation
24 or sick pay, or any other benefit or compensation beyond that which is set forth explicitly in this contract.
- 25 9. ENGINEER shall provide and maintain, throughout the term of this contract, their own workspace, tools,
26 equipment and supplies necessary to perform the duties set forth for ENGINEER under this Agreement.
27 Notwithstanding the foregoing, COUNTY may, in its sole discretion, and with prior consent, provide access
28 to COUNTY facilities, offices or meeting rooms during regular business hours for meetings, conferences or
29 other work of ENGINEER.

1 **G. Indemnification and Defense**

- 2 1. The ENGINEER agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies,
3 Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors,
4 elected and appointed officials, employees, agents and representatives (hereinafter individually and
5 collectively referred to as "Indemnitees") from all liability, including, but not limited to loss, suits, claims,
6 demands, actions, or proceedings caused by any alleged or actual negligence, recklessness, willful
7 misconduct, errors or omissions of ENGINEER, its directors, officers, partners, employees, agents or
8 representatives or any person or organization for whom ENGINEER is responsible, arising out of or from
9 the performance of services under this Agreement. To the extent a loss, suit, claim, demand, action, or
10 proceeding is based on actual or alleged acts or omissions of ENGINEER which are not design professional
11 services, ENGINEER shall indemnify Indemnitees whether or not ENGINEER is negligent.
- 12 2. ENGINEER further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising
13 from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractor of
14 ENGINEER for salary, wages, compensation, health benefits, insurance, retirement or any other benefit
15 not explicitly set forth in this Agreement and arising out of work performed for COUNTY pursuant to this
16 Agreement.
- 17 2. The duty to indemnify does not include loss, suits, claims, demands, actions, or proceedings caused by
18 actual negligence of Indemnitees; however, any actual negligence of Indemnitees will only affect the duty
19 to indemnify for the specific act found to be negligence and will not preclude a duty to indemnify for any act
20 or omission of ENGINEER.
- 21 3. ENGINEER shall defend and pay, at its sole expense, all costs and fees, including but not limited to attorney
22 fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings based
23 or alleged to be based on any act or omission of ENGINEER arising out of or from the performance of
24 services under this contract. The duty to defend applies to any alleged or actual negligence, recklessness,
25 willful misconduct, error or omission of ENGINEER. The duty to defend shall apply whether or not
26 ENGINEER is a party to the lawsuit and shall apply whether or not ENGINEER is directly liable to the
27 plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively
28 negligent, unless the act or omission at issue was caused by the sole active negligence of Indemnitees.
- 29 4. The specified insurance provisions and limits required in this contract shall in no way limit or circumscribe

1 ENGINEER'S obligations to indemnify and hold harmless Indemnitees from third party claims.

- 2 5. In the event there is conflict between the indemnity and defense provisions and California Civil Code
3 Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil
4 Code sections 2782 and 2782.8.

5 **H. Quality Control**

6 ENGINEER shall implement and maintain the following quality control procedures during the preparation
7 of the plans, reports, and documents relating to PROJECT. ENGINEER shall have a quality control plan
8 in effect during the entire time services are being performed under this contract. The plan shall establish a
9 process whereby calculations are independently checked, plans checked, corrected and backchecked, and
10 all job-related correspondence and memoranda routed and received by affected persons and then bound
11 in appropriate job files. Where several drawings show different work in the same area, means shall be
12 provided to avoid conflicts and misalignment in both new and existing improvements. Evidence that the
13 quality control plan is functional may be requested by the COUNTY PROJECT MANAGER. All plans,
14 calculations, documents and other items submitted to the COUNTY PROJECT MANAGER for review shall
15 be marked clearly as being fully checked and that the preparation of the material followed the quality control
16 plan established for the work.

17 **I. Extra Work**

- 18 1. In the event that COUNTY directs ENGINEER to provide services constituting Extra Work, COUNTY shall
19 provide extra compensation to the ENGINEER. Allowable compensation for approved extra work will be
20 based on the provisions of Appendix B, Compensation, which is attached hereto and incorporated herein
21 by reference.
- 22 2. An amendment to this Agreement providing for such compensation for Extra Work shall be issued by
23 COUNTY to ENGINEER. Such Amendment shall not be effective until executed by both Parties.
- 24 3. ENGINEER shall not perform Extra Work until receiving written authorization from the COUNTY PROJECT
25 MANAGER.

26 **J. Disputes**

- 27 1. In the event ENGINEER considers any work demanded of him to be outside the requirements of this
28 Agreement, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall promptly
29 upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon

1 he shall proceed without delay to perform the work or to conform to the order, instruction, or decision; but
2 unless ENGINEER finds such order, instruction, or decision satisfactory, s/he shall within twenty (20) days
3 after receipt of same, file a written protest with COUNTY stating clearly and in detail his objections and
4 reasons therefore. Except for such protests or objections as are made of record in the manner specified
5 and within the time stated herein, and except for such instances where the basis of a protest could not
6 reasonably have been foreseen by ENGINEER within the time limit specified for protest, ENGINEER hereby
7 waives all grounds for protests or objections to the orders, instruction, or decisions of COUNTY and hereby
8 agrees that, as to all matters not included in such protests, the orders, instructions and decisions of
9 COUNTY will be limited to matters properly falling within COUNTY's authority.

- 10 2. Any controversy or claim arising out of or relating to this Agreement which cannot be resolved by mutual
11 agreement may be settled by mediation or arbitration, provided that the Parties mutually agree to submit to
12 mediation or arbitration.
- 13 3. Neither the pendency of a dispute nor its consideration by arbitration will excuse ENGINEER from full and
14 timely performance in accordance with the terms of the contract.

15 **K. Termination Without Cause**

- 16 1. COUNTY reserves the right to terminate this contract at COUNTY's discretion and without cause, upon
17 thirty (30) calendar days written notice to ENGINEER.
- 18 2. In the event of termination of the Agreement, upon demand, ENGINEER shall deliver to COUNTY all field
19 notes, surveys, studies, reports, plans, drawings, specifications, and all other materials and documents
20 prepared by or provided to ENGINEER in the performance of this contract. All such documents and
21 materials shall be property of COUNTY.
- 22 3. In the event that this contract is terminated, ENGINEER is entitled to full payment for all services performed
23 in accordance with the terms of this Agreement up to the time written notice of contract cancellation is
24 received by ENGINEER. Payment shall be made for services performed to date based upon the
25 percentage ratio that the basic services performed bear to the services contracted for, less payments made
26 to date; plus, any amount for authorized, but unpaid, extra work performed and costs incurred.

27 **L. Termination for Lack of Performance**

28 COUNTY may terminate this contract and be relieved of the payment of any consideration to ENGINEER
29 should ENGINEER fail to perform the covenants herein contained at the time and in the manner herein

1 provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed
2 proper by COUNTY. In such event, ENGINEER shall be paid only for work completed and delivered to
3 COUNTY in a timely and successful manner.

4 **M. Insurance**

5 Without limiting or diminishing the ENGINEER'S obligation to indemnify or hold the COUNTY harmless,
6 ENGINEER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following
7 insurance coverage's during the term of this Agreement. As respects to the insurance section only, the
8 COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments,
9 their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or
10 representatives as Additional Insureds.

11 1. Workers' Compensation:

12 If the ENGINEER has employees as defined by the State of California, the ENGINEER shall maintain
13 statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of
14 California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits
15 not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in
16 favor of The County of Riverside.

17 2. Commercial General Liability:

18 Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified
19 contractual liability, products and completed operations liability, personal and advertising injury, and cross
20 liability coverage, covering claims which may arise from or out of ENGINEER'S performance of its
21 obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall
22 not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general
23 aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence
24 limit.

25 3. Vehicle Liability:

26 If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then
27 ENGINEER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an
28 amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general
29 aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence

1 limit. Policy shall name the COUNTY as Additional Insureds.

2 4. Professional Liability

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

12 5. General Insurance Provisions - All lines:

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

17 b. The ENGINEER must declare its insurance self-insured retention for each coverage required herein. If
18 any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the
19 prior written consent of the County Risk Manager before the commencement of operations under this
20 Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election
21 of the Country's Risk Manager, ENGINEER'S carriers shall either; 1) reduce or eliminate such self-
22 insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees
23 payment of losses and related investigations, claims administration, and defense costs and expenses.

24 c. ENGINEER shall cause ENGINEER'S insurance carrier(s) to furnish the County of Riverside with either
25 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements
26 effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County
27 Risk Manager, provide original Certified copies of policies including all Endorsements and all
28 attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and
29 policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written

1 notice shall be given to the County of Riverside prior to any material modification, cancellation,
2 expiration or reduction in coverage of such insurance. In the event of a material modification,
3 cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the
4 County of Riverside receives, prior to such effective date, another properly executed original Certificate
5 of Insurance and original copies of endorsements or certified original policies, including all
6 endorsements and attachments thereto evidencing coverage's set forth herein and the insurance
7 required herein is in full force and effect. ENGINEER shall not commence operations until the COUNTY
8 has been furnished original Certificate (s) of Insurance and certified original copies of endorsements
9 and if requested, certified original policies of insurance including all endorsements and any and all other
10 attachments as required in this Section. An individual authorized by the insurance carrier to do so on
11 its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- 12 d. It is understood and agreed to by the parties hereto that the ENGINEER'S insurance shall be construed
13 as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's
14 or self-insured programs shall not be construed as contributory.
- 15 e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope
16 of services; or, there is a material change in the equipment to be used in the performance of the scope
17 of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the
18 COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required
19 under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of
20 insurance carried by the ENGINEER has become inadequate.
- 21 f. ENGINEER shall pass down the insurance obligations contained herein to all tiers of ENGINEERS
22 working under this Agreement.
- 23 g. The insurance requirements contained in this Agreement may be met with a program(s) of self-
24 insurance acceptable to the COUNTY.
- 25 h. ENGINEER agrees to notify COUNTY of any claim by a third party or any incident or event that may
26 give rise to a claim arising from the performance of this Agreement.

27 **N. Conflict of Interest**

28 ENGINEER warrants, by execution of this Agreement, that no person or selling agency has been employed
29 or retained to solicit or secure this contract upon an agreement or understanding for a commission,

1 percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established
2 commercial or selling agencies maintained by ENGINEER for the purpose of securing business. For breach
3 or violation of this warranty, COUNTY has the right to annul this Agreement without liability, pay only for
4 the value of the work actually performed, or in its discretion to deduct from the contract price or
5 consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or
6 contingent fee. ENGINEER may be requested to complete a Conflict-of-Interest Statement prior to, during,
7 or after execution of this contract. ENGINEER understands that as a condition of this contract ENGINEER
8 agrees to complete the Conflict-of-Interest Statement when requested to do so by COUNTY.

9 **O. Legal Compliance**

10 ENGINEER shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations,
11 and the orders and decrees of any courts or administrative bodies or tribunals currently in effect and in any
12 manner affecting the performance under this contract, including, without limitation, workers' compensation
13 laws and licensing and regulations.

14 **P. Nondiscrimination**

- 15 1. During the performance of this Agreement, ENGINEER and its Subcontractors shall not act unlawfully
16 against any employee or applicant for employment because of race, religion, color, national origin, ancestry,
17 physical handicap, medical condition, marital status, age or sex. ENGINEER and Subcontractor shall
18 comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et
19 seq.) and applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section
20 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing
21 Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California
22 Administrative Code are incorporated into this Agreement by reference and made a part hereof as if set
23 forth in full. ENGINEER and its Subcontractors shall give written notice of their obligations under this clause
24 to labor organizations with which they have a collective bargaining or other agreement.
- 25 2. ENGINEER will provide all information and reports required by the Regulations, or orders and instructions
26 issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information,
27 and its facilities as may be determined by COUNTY to be pertinent to ascertain compliance with such
28 Regulations, orders and instructions. Where any information required of ENGINEER is in the exclusive
29 possession of another who fails or refuses to furnish this information, ENGINEER shall so certify to

1 COUNTY, and shall set forth what efforts he has made to obtain the information.

2 3. In the event of ENGINEER'S noncompliance with the nondiscrimination provisions of this contract,
3 COUNTY shall impose such contract sanctions as it determines to be appropriate, including, but not limited
4 to:

- 5 • Withholding of payments to ENGINEER under the contract until ENGINEER complies;
- 6 • Cancellation, termination, or suspension of the contract in whole or in part.

7 4. ENGINEER shall include the nondiscrimination and compliance provisions of this clause in all subcontracts
8 to perform work under this contract.

9 5. ENGINEER shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR
10 21 through Appendix H and 23 CFR 710.405(b) is applicable to this contract by reference.

11 **Q. Labor Code and Prevailing Wages**

12 1. Certain Classifications of Labor under this contract may be subject to prevailing wage requirements.

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

26 3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem
27 wages applicable to the work, and for holiday and overtime work, including employer payments for health
28 and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have
29 been determined by the Director of the California Department of Industrial Relations. These wages are

1 available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>.

2 **R. Review and Inspection**

3 ENGINEER and any Subcontractors shall permit COUNTY to review and inspect PROJECT activities
4 including review and inspection on a daily basis, if requested.

5 **S. Record Retention / Audits**

- 6 1. ENGINEER, Subcontractors, and COUNTY shall maintain all books, documents, papers, accounting
7 records, and other evidence pertaining to the performance of the contract, but not limited to, the costs of
8 administering the contract. All parties shall make such materials available at their respective offices at all
9 reasonable times during the contract period and for ten years from the date of final payment under the
10 contract or ten years from project closeout, whichever is later.
- 11 2. COUNTY, the State Auditor General, or any duly authorized representative of the State Government shall
12 have access to any books, records, and documents of ENGINEER that are pertinent to the contract for
13 audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

14 **T. Ownership of Data**

15 Ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this
16 contract will automatically be vested in COUNTY and no further agreement will be necessary to transfer
17 ownership to COUNTY.

18 **U. Confidentiality of Data**

- 19 1. All financial, statistical, personal, technical or other data and information which is designated confidential
20 by COUNTY and made available to ENGINEER in order to carry out this contract, shall be protected by
21 ENGINEER from unauthorized use and disclosure.
- 22 2. Permission to disclose information on one occasion for a public hearing held by COUNTY relating to the
23 contract shall not authorize ENGINEER to further disclose such information or disseminate the same on
24 any other occasion.
- 25 3. ENGINEER shall not comment publicly to the press or any other media regarding the contract, including
26 COUNTY actions regarding this contract. Communication shall be limited to COUNTY, or ENGINEER'S
27 staff that are involved with the project, unless ENGINEER shall be requested by COUNTY to attend a public
28 hearing or respond to questions from a Legislative committee.
- 29 4. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and

1 nondisclosure of the same.

- 2 5. ENGINEER shall not issue any news release or public relations item of any nature whatsoever regarding
3 work performed or to be performed under this contract without prior review of the contents thereof by
4 COUNTY and receipt of COUNTY's written permission.

5 **V. Funding Requirements**

- 6 1. All obligations of COUNTY are subject to appropriation of resources by various Federal, State and local
7 agencies.
- 8 2. This contract is valid and enforceable only if sufficient funds are made available to COUNTY for the purpose
9 of this PROJECT. In addition, this contract is subject to any additional restrictions, limitations, conditions
10 or any statute enacted by Congress, State Legislature or COUNTY that may affect the provisions, terms or
11 funding of this contract in any manner.
- 12 3. It is mutually agreed that if sufficient funds for the program are not appropriated, this contract will be
13 amended or terminated to reflect any reduction in funds.

14 **ARTICLE V • PERFORMANCE**

15 **A. Performance Period**

- 16 1. This Agreement shall begin upon notification to proceed by the COUNTY PROJECT MANAGER. Unless
17 terminated or otherwise cancelled as permitted herein, the term of this Agreement shall be: January 15,
18 2015, to December 31, 2023.
- 19 2. ENGINEER is advised that any recommendation for contract award is not binding on COUNTY until the
20 proposed contract is fully executed and approved by COUNTY.
- 21 3. ENGINEER shall perform PROJECT services in accordance with the provisions set forth in Appendix A,
22 Schedule of Services, which is attached hereto and incorporated herein by reference.
- 23 4. Where ENGINEER is required to prepare and submit studies, reports, plans, etc., to COUNTY, these shall
24 be submitted in draft as scheduled, and the opportunity provided for COUNTY to offer comments prior to
25 final submission.
- 26 5. When COUNTY determines that ENGINEER has satisfactorily completed the PROJECT services,
27 COUNTY may give ENGINEER a written Notice of Final Acceptance. ENGINEER shall not incur any further
28 costs hereunder unless so specified in the Notice of Final Acceptance. ENGINEER may request a Notice
29 of Final Acceptance determination when, in its opinion, it has satisfactorily completed all covenants as

1 stipulated in this contract.

2 6. Time is of the essence in this contract.

3 **B. Time Extensions**

4 1. Any delay in providing PROJECT services required by this contract occasioned by causes beyond the
5 control and not due to the fault or negligence of ENGINEER, shall be the reason for granting an extension
6 of time for the completion of the aforesaid work. When such delay occurs, ENGINEER shall promptly notify
7 COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain the
8 facts and the extent of the delay and grant an extension of time for the completion of the work when, in
9 COUNTY's judgment, their findings of fact justify such an extension of time.

10 2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not intended
11 to deny ENGINEER its' civil legal remedies in the event of a dispute.

12 **C. Reporting Progress**

13 1. As part of the monthly invoice ENGINEER shall submit a progress report in accordance with COUNTY.
14 Progress Reports shall indicate the progress achieved during the previous month in relation to the Schedule
15 of Services. Submission of such progress report by ENGINEER shall be a condition precedent to receipt
16 of payment from COUNTY for each monthly invoice submitted.

17 2. To ensure understanding and performance of the contract objectives, meetings between COUNTY and
18 ENGINEER shall be held as often as deemed necessary. All work objectives, ENGINEER'S work schedule,
19 the terms of the contract and any other related issues will be discussed and/or resolved. ENGINEER shall
20 keep minutes of meetings and distribute copies of minutes as appropriate.

21 **D. Evaluation of ENGINEER**

22 ENGINEER'S performance will be evaluated by COUNTY for future reference.

23 **ARTICLE VI • COMPENSATION**

24 **A. Work Authorization**

25 ENGINEER shall not commence performance of any work or project services until so directed by the County
26 Project Manager. No payment will be made prior to approval of this contract.

27 **B. Basis of Compensation**

28 1. PROJECT services as provided under this contract and as described in the Scope of Services, shall be
29 compensated for as defined in Appendix B, Compensation, which is attached hereto and incorporated

1 herein by reference. The total amount of the contract is not to exceed ~~(One Million, Two Hundred One~~
2 ~~Thousand, Eight Hundred and Thirty-three dollars)~~ (\$1,201,833).

3 If a contingency budget is provided, COUNTY shall hold such contingency in reserve for unforeseen Extra
4 Work that may arise during the performance of this Agreement. Contingency budget shall only be used at
5 the discretion of the COUNTY PROJECT MANAGER, and with prior written authorization by the COUNTY
6 PROJECT MANAGER.

7 No additional compensation for Extra Work will be paid except upon the issuance of an Extra Work Order
8 by COUNTY.

9 2. Prior authorization in writing by the COUNTY PROJECT MANAGER will be required before ENGINEER
10 enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies, equipment or
11 ENGINEER services. ENGINEER shall provide an evaluation of the necessity or desirability of incurring
12 such costs.

13 3. For purchase of any item, service or consulting work not covered in ENGINEER'S proposal and exceeding
14 \$500, with prior authorization by the COUNTY PROJECT MANAGER, three competitive quotations shall
15 be submitted with the request, or the absence of bidding shall be adequately justified.

16 4. Any equipment purchased as a result of this contract is subjected to the following: ENGINEER shall
17 maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful
18 life of at least two years and an acquisition cost of \$500 or more. If the purchased equipment needs
19 replacement and is sold or traded in, COUNTY shall receive a proper refund or credit. At the conclusion of
20 the contract or if the contract is terminated, ENGINEER may either keep the equipment and credit COUNTY
21 in an amount equal to its fair market value or sell such equipment at the best price obtainable at a public or
22 private sale in accordance with established COUNTY procedures and credit COUNTY in an amount equal
23 to the sales price. If ENGINEER elects to keep the equipment, fair market value shall be determined, at
24 ENGINEER'S expense, on the basis of a competent independent appraisal of such equipment. Appraisals
25 shall be obtained from an appraiser mutually agreeable by COUNTY, and ENGINEER. If it is determined
26 to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY and
27 AGENCIES.

28 5. The consideration to be paid ENGINEER, as provided herein, shall be in compensation for all of
29 ENGINEER'S expenses incurred in the performance hereof, including travel and per diem, unless otherwise

1 expressly so provided.

2 6. In the event of errors or omissions in the plans for PROJECT, ENGINEER shall perform the necessary
3 engineering services required to correct such errors and omissions without additional charge to COUNTY.

4 7. ENGINEER shall be responsible for compliance with Government Code section 7550, if the total cost of the
5 Agreement is over Five Thousand Dollars (\$5,000).

6 **C. Progress Payments**

7 1. ENGINEER shall submit monthly invoices for PROJECT Services in accordance with Appendix B,
8 Compensation.

9 2. ENGINEER shall submit an invoice each month for PROJECT services performed during the preceding
10 month. Invoices shall be submitted to the COUNTY PROJECT MANAGER and shall be included with a
11 Progress Report covering the same period as the submitted invoice.

12 3. Progress payments will be based on PROJECT services provided and actual costs incurred. Payments
13 made prior to the completion of each phase will not exceed the amount allowed in ENGINEER'S cost
14 proposal for the completion of that phase and prior phases, unless approved in writing by the COUNTY
15 PROJECT MANAGER.

16 4. Progress payments will be made as promptly as fiscal procedures will permit upon receipt by the COUNTY
17 PROJECT MANAGER of itemized invoices.

18 **ARTICLE VII • GENERAL TERMS**

19 **A. Law, Venue**

20 1. This Agreement has been executed and delivered in the State of California and the validity, enforceability
21 and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of
22 the State of California.

23 2. The County of Riverside shall be the venue for any action or proceeding that may be brought or arise out
24 of, in connection with, or by reason of this Agreement.

25 **B. Severability**

26 If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to
27 be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect
28 and shall in no way be affected, impaired or invalidated thereby.

29 ///

1 **C. Waiver**

2 Neither the COUNTY'S review, approval of, nor payment for, any of the services required under this Agreement
3 shall be construed to operate as a waiver of any rights under this Agreement, and ENGINEER shall remain
4 liable to the COUNTY in accordance with this Agreement for all damages to the COUNTY caused by
5 ENGINEER'S failure to perform any of the services furnished under this Agreement to the standard of care of
6 the ENGINEER for its services, which shall be, at a minimum high standard of care for civil engineering design
7 and construction administration.

8 **D. Review of Terms**

9 Each Party warrants that it has had the opportunity to consult counsel and understands the terms of this
10 Agreement and the consequences of executing it. In addition, each Party acknowledges that the drafting of
11 this Agreement was the product of negotiation, that no party is the sole author of this Agreement, and that this
12 Agreement shall not be construed against any party as the drafter of this Agreement.

13 **E. Counterparts; Electronic Signatures**

14 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of
15 which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic
16 signatures, such as digital signatures that meet the requirements of the California Uniform Electronic
17 Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties
18 further agree that the electronic signatures of the Parties included in this Agreement are intended to
19 authenticate this writing and to have the same force and effect as manual signatures. Electronic signature
20 means an electronic sound, symbol, or process attached to or logically associated with an electronic record
21 and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as
22 amended from time to time. The CUETA authorizes use of an electronic signature for transactions and
23 contracts among Parties in California, including a government agency. Digital signature means an electronic
24 identifier, created by computer, intended by the Party using it to have the same force and effect as the use of
25 a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital
26 signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

27
28
29
Remainder of Page Intentionally Left Blank

(Signatures on following page)


1 **ARTICLE VIII • APPROVALS**

2 **COUNTY** Approvals

3 APPROVED AS TO FORM:

4 MINH C. TRAN, COUNTY COUNSEL

5 BY:

6
7  Dated: 9/13/2023
8 LISA SANCHEZ, Deputy County Counsel

9
10 APPROVAL BY THE BOARD OF SUPERVISORS

11
12  Dated: 9/26/23

13
14 KEVIN JEFFRIES
15 PRINTED NAME
16 Chair, Riverside County Board of Supervisors

17 ATTEST:

18
19  Dated: 9/26/23

20
21 KIMBERLY RECTOR
22 Clerk of the Board (SEAL)

ENGINEER Approvals

ENGINEER: Albert A. Webb Associates

_____ Dated: 9/13/2023


Dilesh Sheth
DILESH SHETH, PE, TE

Albert A. Webb Associates
Vice President

ENGINEER:

_____ Dated: _____

Name:

Title:

APPENDIX A
Scope of Services

Exhibit A

Albert A. Webb Associates shall provide engineering services per the following scope of services on the John J. Benoit Detention Center Offsite Improvements Project, Phase I and Phase II. (Project No. FM08110006391)

SCOPE OF SERVICES

1. Construct eastbound right turn lane on Highway 111 approaching Oasis Street.
2. Remove existing asphalt pavement and underlying base material in Highway 111, full-width, between the western edge of Smurr Street and the western edge of Arabia Street and install new full-depth asphalt and aggregate base in accordance with Indio standards.
3. Construct or replace sidewalk, curb ramps, curb and gutter and cross-gutters on Highway 111 between the western edge of Smurr Street and the western edge of Arabia Street where needed as determined by the City of Indio.
4. Submit striping plans and install appropriate pavement striping, pavement legends and traffic signage on Highway 111 between Jackson Street and Monroe Street as approved by the City of Indio.
5. Internal circulation patterns may dictate that some of the ECDC exits onto Highway 111 be Right Turn Only. Construction of, or modifications to, the medians in Highway 111 may be necessary, as determined by the City of Indio.
6. Modify or replace full Traffic Signals at Oasis/111 and Arabia/111 as determined by the City of Indio.
7. Construct regional storm drain improvements on Highway 111 and Oasis Street. Such improvements shall consist of an engineered storm drain line along Highway 111 and Oasis Street, which will end at the retention basin located on the northwest corner of Oasis Street and Dr. Carreon Boulevard, to the satisfaction of the Public Works Director/City Engineer, City of Indio.
8. Replace or install landscaping in medians and parkway areas on both sides of Highway 111 from Smurr Street to Arabia Street as determined by the City of Indio. landscape plans shall be reviewed and approved by the City of Indio.
9. Underground the overhead utility lines, remove existing street lights and install new street lights on Highway 111 between the western edge of Arabia Street and the eastern boundary of the ECDC project, or the western edge of Smurr Street, whichever is further east.
10. Coordinate with the Indio Water Authority on the installation of new water lines and the relocation of existing water lines.
11. Obtain all permits, pay all fees, and comply with city standards as deemed necessary by the City of Indio.
12. The traffic study will be completed to City of Indio's satisfaction.

Exhibit A-1

Albert A. Webb Associates shall provide engineering services per the following scope of services on the John J. Benoit Detention Center Offsite Improvements Project, Phase I. (Project No. FM08110006391)

SCOPE OF SERVICES

A. Additional Potholing and Ground Penetration Radar (GPR) Mapping

Originally, Webb anticipated 30 potholes with a budget of \$36,167 per our proposal dated 2015-04-29. During the progress of the street, storm drain and traffic signal design, we identified that potholing for 59 locations and GPR for 8 areas is needed to complete the design and identify the utility relocation needs. The following are the additional potholing services:

1. Perform Ground Penetration Radar Mapping for two (2) intersections (Highway 111 and Arabia Street; and Highway 111 and Oasis Street), for a total of eight (8) areas for Traffic Signal Modifications
2. Potholing additional 29 locations for the depth of existing utilities to identify the need for utility relocations and to avoid potential conflict with the proposed storm drains and laterals
3. Prepare Exhibits for these additional intersections and potholing locations. The City of Indio is requiring inspection fees and traffic signal flashing fees

B. Additional Retention Basin Design, Calculations and Hydrology Studies

Due to the lack of infrastructure drainage facilities in the City and project surrounding areas, the City of Indio desires to have the ECDC project resolve some existing flooding and ponding near the project vicinity. Webb has gone above and beyond our original scope to identify the watershed boundary for Highway 111 and project vicinity, proposed multiple drainage facility alternatives and solutions to meet the requirements of the City, without over-burdening the project. Additionally, the proposed retention basin was modified and redesigned several times to meet the City, County and Fair Ground operational needs.

1. Reevaluate Highway 111 watershed boundary, calculating flow capacity for intersecting streets to minimize the liability of the project
2. Added many additional catch basins to reduce flooding and long-term ponding on Arabia Street at the request of the City
3. Redesign and recalculate retention basin to satisfy the requirements of City of Indio and to accommodate the Fair Ground operational logistic needs
4. Perform additional basin routing calculations to optimize the retention basin capacity

C. Additional Legal and Plats for Drainage Easements and Right-of-Way Acquisition

Webb's proposal originally budgeted for the preparation of two (2) legal and plats for right-of-way acquisition. With the progress of the design, we have identified that a total of 10 legal & plats are required.

1. Prepare Legal & plat for on-site infiltration/ retention basin easement (to be maintained by the City)
2. Prepare Legal & plat for on-site storm drain easement (to be maintained by the City) Prepare Legal & plats for the total of six (6) additional right-of-way acquisitions Coordinate with County

D. Street Lighting Electrical Design

Webb's scope of services originally did not include electrical conduit design for the relocation of the street lights on Highway 111 and Oasis Street. The City of Indio reviewed the street light plans and required that street light electrical design plans be submitted with the street light relocation plans to the City.

1. Prepare Electric Conduit Plans with conduit locations and sizes depicted on the plans Underground feed all existing street lights that are being fed via overhead wires Coordinate with Imperial Irrigation District (IID) and the City of Indio for plan approval

E. Additional Engineering Services Due to Phasing of Design and Construction

Recently, due to the delay of ECDC on-site improvements, County has decided to separate the off-site improvements into two phases.

The Phase I improvements include street, traffic signal, signing and striping of the intersection of Highway 111 and Arabia Street, and storm drain improvements for both on-site retention basin and off-site storm drain Line B and its laterals. The Phase I construction is independent from the on-site construction schedule. The anticipated due date for Phase I bid package is at the end of March.

The Phase II improvements consist of street improvements of Highway 111 and Oasis Street, signing and striping, traffic signal modification at the intersection of Highway 111 and Oasis Street, street light and landscape improvements. The Phase II construction will coordinate with the on-site Detention Center construction schedule.

To accommodate the two phases of construction, the following out of scope services are anticipated:

1. Prepare a separate set of Phase I Street, Signing & Striping and Traffic Signal Modification plans
2. Provide design for the interim condition at Phase boundaries
3. Prepare two separate cost estimates for each phase of the improvements
4. Prepare two separate sets of bid packages, including bid schedules, general provisions and standard provisions, and special specifications,
5. Provide Phase I and Phase II pre-bid support, response to RFIs, bid assistance

Due to the two-phase construction, we anticipate that our construction administration and management services will also exceed the original scope and duration. However, it is difficult to predict the exact change in scope for CM services. We propose to re-evaluate at end of the Phase I construction.

Exhibit A-2

Albert A. Webb Associates shall provide engineering services per the following scope of services on the John J. Benoit Detention Center Offsite Improvements Project, Phase II. (Project No. FM08110006391)

TASK 1 – CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

A. Construction Stage

1. Prior to commencement of work, WEBB will conduct a pre-construction meeting. A meeting agenda shall be prepared by WEBB. Attendees should include the contractor, County staff, City staff, design consultants, inspectors, affected agencies and utility companies, adjacent property owners, and/or businesses, and other interested parties as required.
2. WEBB will administer a documentation and reporting system which includes current costs against current budget information, construction change orders, progress payment procedures, daily construction documentation, force account forms, and other reports and forms as are deemed necessary by WEBB.
3. WEBB's inspectors will monitor the daily construction operations by providing daily labor, equipment and material reports, extra work reports, and disputed work reports.
4. The inspector, with the assistance of the construction manager, shall monitor all construction for satisfactory performance.
5. WEBB will schedule ongoing periodic meetings. Attendees will include consultants, contractor, inspector(s), applicable utility companies, geotechnical/materials testing representative, as well as other interested parties. Meetings will consist of a review of contractor problems, scheduling, cost items, etc. Meeting notes shall document all "action items", responsible party to follow up on the action item, and a target completion date for the completion of the action item. WEBB will prepare and distribute meeting notes to all attendees.
6. Monitor contractor's compliance with all federal, state, and local laws and regulations applicable to the work, including NPDES and SWPPP compliance.
7. WEBB will prepare Weekly Working Day Statements and send to the contractor.
8. WEBB will prepare and process Construction Change Orders (CCO's) as outlined in the following procedures:
 - The County will be notified of pending change orders
 - Scope of Work will be defined
 - Reason for change order will be defined
 - All change orders will typically require the signature of the following parties:
 - » Contractor
 - » Construction Manager
 - » Project Inspector
 - » County of Riverside
 - At the conclusion of the construction project, a Change Order Summary shall be provided to the County.
 - Verify labor and equipment charges comply with the project specifications.
9. Review the construction schedule prepared by the Contractor for compliance with the

contract and monitor throughout construction with particular emphasis on schedule of submittals and delivery schedule of long lead materials and equipment.

10. Coordinate construction staking.
11. Review and verify contractor's monthly progress estimates and payments made therein and prepare progress payments.
12. Coordinate review of contractor's R.F.I./R.F.C. (request for information) /(request for clarification).
13. Furnish periodic reports of progress of the project as required.
14. Coordinate the review and approval by others of shop drawings and other submissions from the contractor, record data received, maintain a file of the drawings and submissions, and check construction for compliance with approved documents.
15. Conduct "look aheads" to pending/future contract work.
16. Evaluate/analyze project needs to identify potential problems.
17. Coordinate specialized sub-consultant work such as compaction and materials testing, electrical, structural, and review laboratory test reports.
18. Monitor the contractor's traffic control and safety provisions.
19. Recommend to the County the stoppage of work or the requirement of special examination or testing whenever it is necessary or advisable to ensure work is carried out in accordance with the intent of the contract documents.
20. Cooperate with the County and contractor in dealings with the various local agencies and with the utility companies performing work in the project.
21. Maintain orderly project files for correspondence, reports of job conferences, shop drawings and other submittals, reproductions or original contract documents including all addenda, change orders and additional drawings issued subsequent to the award of contract, inspection reports, test reports, progress reports and other project-related documents. Provide the County with copies of all correspondence to and from the contractor.
22. The inspector will prepare an organized notebook ("field file") to provide clear documentation for any questions that may arise during construction. The document will consist of the following:
 - Copies of signed pay estimates and copies of anything the inspector signs
 - Latest working day statement
 - Agendas and related meeting notes
 - Responses to RFI's/RFC's
 - Copies of executed change orders
 - Survey data (e.g. cut sheets)
 - Geotechnical and materials testing reports and geotechnical representative's daily reports
 - Detailed inspection reports (see Appendix)
 - Approved submittals
 - Copies of agency permits
 - Inspector's plan redlines of any changes
 - Copy of Contractors' safety program

- List of certified competent and confined space personnel on the project
23. Monitor project startup procedures.
 24. Monitor the contractor's record drawings.

B. Post Construction Stage

1. WEBB's inspector and the County's oversight representative will prepare a list of incomplete or unsatisfactory items ("punch list") and supply this list to the contractor. Following corrections and completion of the punch list and contractor giving notice to the inspector that the work is ready for inspection, the inspector will inspect the work for final compliance.
2. Perform final contract reconciliation including:
 - Letter recommending acceptance of the project
 - Final contract amount with percentage of change orders with brief explanation of each change order
 - Coordinate approvals of any other affected agencies
3. The last change order to be prepared shall be a "balancing change order" that reconciles all quantity adjustments and previous change orders.
4. WEBB will provide copies of all contractor/subcontractor and material suppliers "unconditional" lien releases.
5. WEBB will provide an executed Conditional Release Form to the County.
6. WEBB will make a copy of and coordinate transfer of record drawings ("as-builts") to the design engineer who in turn will provide revised mylars to the County.

TASK 2 - ENGINEERING SUPPORT SERVICES

A. Pre-Construction Activities

1. Attend pre-construction meeting.
2. Respond to project-related questions/issues prior to the beginning of construction.

B. Engineering Support

1. Through construction manager, respond to project related questions, address issues, etc. during the course of construction.
2. Prepare detail on as-needed basis as requested by the contractor.
3. Provide clarifications and/or explanations of the contract documents.
4. Review and provide comments for contractor submittals relating to the technical specifications. WEBB will review the contractor submittals for named sections for compliance with the contract documents and design intent. Reviewed submittals will be returned to the construction administrator, along with associated submittal review forms, for appropriate distribution to the contractor and project team members.
5. Maintain an in-house tracking system for tracking and logging submittals and request for information (RFIs).
6. Provide responses for contractor RFIs on an as needed basis.

C. Meetings and Site Visits

1. Attend weekly construction update meetings (up to 32) during construction. Make a site visit during each meeting.
2. Attend site meeting on an as-needed basis (up to 8) for problem resolution.
3. Through construction manager, respond to project related questions, address issues, etc. during the course of construction.

TASK 3 - CONSTRUCTION STAKING

A. Construction Staking

It is acknowledged that the contractor will give WEBB 48 hours advance notice for construction staking per day for any field services required. Our scope of service for the construction staking is as follows:

Provide stakes and paint for demo limits.

Provide rough trade stakes for roadway widening.

Provide stakes for subgrade and base course.

Provide stakes for curb & gutter and cross gutter.

Provide stakes for storm drain, catch basin, and headwall.

Provide stakes for curb return, sidewalk, and ADA ramps.

Provide stakes for traffic signal poles.

Provide stakes for landscaping.

Assumed total 12 move-ins.

Provide office support to the field surveyors consisting of task setup, calculating and plotting, and preparation of grade sheets for those items to be staked as requested by the contractor.

Distribute digital grade sheets to the County and contractor.

TASK 4 - CONSTRUCTION INSPECTION (PHASE 1 ROLLOVER)

WEBB's construction management contract for Phase 1 was to provide only CM services but didn't include inspection services. WEBB provided full time inspection services for 130 working days

Exhibit A-3

Albert A. Webb Associates shall provide engineering services per the following scope of services on the John J. Benoit Detention Center Offsite Improvements Project, Phase II. (Project No. FM08110006391)

PROJECT UNDERSTANDING

The Bid Documents for the construction of the project indicate that the Owner is responsible to provide construction staking. This service was not requested in our proposal for construction management and inspection services. Staking will be required for improvements such as demolition limits, curb and gutter, street lights, traffic signal, and subgrade/base certifications.

We have based our assumptions for construction staking on the preliminary project schedule provided by the Contractor. The project will be built in the following phases:

1. Oasis Street – full closure for all improvements on Oasis Street
2. HWY 111 – north side
3. HWY 111 – south side
4. HWY 111 – median

A. Construction Staking Services

The scope of services outlined within the Construction Staking Services is based on a one-time mobilization (unless noted otherwise) and staking for each of the following items. It is acknowledged that the client or client representative will give Albert A. Webb Associates 48 hours advance notice together with a minimum of 4 (four) hours construction staking per day for any field services required.

- 1.1. Coordination, Calculations and Office Support
 - A. Provide coordination of acquiring project construction plans for consultants use and scheduling of field surveyors with the client/client representative.
 - B. Provide office support to the field surveyors consisting of task setup, calculating and plotting, and preparation of grade sheets for those items to be staked as requested by the client/client representative.
 - C. Provide review and cataloging of all developed field compiled data. Distribute digital grade sheets to client/client representative for their distribution to agency and/or contractors.
 - D. Attend 1 pre-construction meeting and 1 close out meeting with the client/client representative.
- 1.2. Survey Control
 - A. Provide horizontal and vertical survey control points throughout the progress of the project including the setting of project Bench Marks. Client is responsible for protecting the survey control, notifying the consultant when survey control will be destroyed or disturbed.
- 1.3. Demolition Limits
 - A. A. Saw Cut: Consisting of one set of stakes being set at 50-foot intervals. Includes (BC's) beginning and (EC's) end of curves
 - B. B. Demo Limits: Consists of marking (paint) limits for the removal of asphalt, curb, & sidewalks
- 1.4. Curb, Gutter and Cross Gutters
 - A. Provide curb and gutter staking, consisting of stakes being set at 25-foot intervals offset from curb face and graded to top of curb. Includes center of driveways, sidewalk drains, (BC's) beginning and (EC's) end of curves, and grade breaks.
 - B. Provide curb return staking, consisting of 3 stakes per curb return. Stakes to be offset from curb face and graded to top of curb. Includes 1 stake for the centerline of handicap access ramp.

- C. Provide cross gutter staking, consisting of 3 stakes per cross gutter. Stakes to be offset from and graded to flow line.

1.5. Certifications

- A. Sub Grade Certification letter(s): Based upon field measured observations and their verification to the compliance of the approved plans, consultant shall certify that all constructed rough grade slopes and sub-grade are in substantial conformance to the approved improvement plans.
- B. Base Grade Certification letter(s): Based upon field measured observations and their verification to the compliance of the approved plans, consultant shall certify that all constructed rough grade slopes and sub-grade are in substantial conformance to the approved improvement plans.

1.6. Dry Utilities and Well

- A. Street Lights. Consists of two stakes per light standard. Stakes to be offset from the center of pole base and graded to finish surface. Street lights will be marked on curb for location only.
- B. Traffic Signal Lights: Consists of two stakes per light with off-set to Center of Base.
- C. Provide 2 stakes for the well installation in the basin.

1.7. Centerline Monument replacement, Ties and Corner Record

- A. Recover centerline monument and set field ties for possible replacement.
- B. Prepare centerline tie sheets in accordance with County of Riverside standards.
- C. Replace monument destroyed by construction according agency standards.
- D. Prepare a Corner Record as required of the noted monument per the Land Surveyors Act

1.8. Additional Services

- A. Services which are not specifically identified herein as services to be performed by WEBB are considered Additional Services for the purposes of this proposal. The client may request that WEBB perform services which are additional services. WEBB will perform such additional services upon execution of an amendment to this Agreement setting forth the scope, schedule, and fee for such additional services.

1.9. Exclusions

- A. Any work relating to the following is specifically excluded for the services proposed herein and, if required, must be contracted for under a separate contract or as an addendum to this contract:
 - i. Staking for landscape improvements
 - ii. Dry Utility Coordination and Design Services
 - iii. Technical studies, including but not limited to:
 - iv. Geotechnical Report, Biological Reports
 - v. Traffic Impact Analysis
 - vi. Air Quality/Greenhouse Gas (GHG) Analysis
 - vii. Health Risk Assessment of Diesel Particulate Matter
 - viii. Acoustical Impact Analysis (Noise)
 - ix. Cultural Resources/Paleontological Survey
 - x. Architectural Services
 - xi. Landscape Architectural Services
 - xii. Utility verification/locating services (Potholing)
 - xiii. Construction management and inspection

- xiv. Material testing
- xv. Property appraisal and acquisition services
- xvi. Site security and other improvements
- xvii. Any other work task not specifically indicated in the Scope of Services
- xviii. Plan check and application fees are not included in this contract and shall be paid by the client, directly to the appropriate governmental agency.

Exhibit A-4

Albert A. Webb Associates shall provide engineering services per the following scope of services on the John J. Benoit Detention Center Offsite Improvements Project, Phase II. (Project No. FM08110006391)

TASK 1 - CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

A. Construction Stage

1. WEBB will administer a documentation and reporting system which includes current costs against current budget information, construction change orders, progress payment procedures, daily construction documentation, force account forms, and other reports and forms as are deemed necessary by WEBB.
2. WEBB's inspector will monitor the daily construction operations by providing daily labor, equipment and material reports, extra work reports, and disputed work reports.
3. The inspector, with the assistance of the construction manager, shall monitor all construction for satisfactory performance.
4. WEBB will schedule ongoing periodic meetings. Attendees will include consultants, contractor, inspector(s), applicable utility companies, geotechnical/materials testing representative, as well as other interested parties. Meetings will consist of a review of contractor problems, scheduling, cost items, etc. Meeting notes shall document all "action items", responsible party to follow up on the action item, and a target completion date for the completion of the action item. WEBB will prepare and distribute meeting notes to all attendees.
5. Monitor contractor's compliance with all federal, state, and local laws and regulations applicable to the work, including NPDES and SWPPP compliance.
6. WEBB will prepare Weekly Working Day Statements and send to the contractor.
7. WEBB will prepare and process Construction Change Orders (CCO's) as outlined in the following procedures:
 - The County will be notified of pending change orders
 - Scope of Work will be defined
 - Reason for change order will be defined
 - All change orders will typically require the signature of the following parties:
 - » Contractor
 - » Construction Manager
 - » Project Inspector
 - » County of Riverside
 - At the conclusion of the construction project, a Change Order Summary shall be provided to the County.
 - Verify labor and equipment charges comply with the project specifications.

8. Review the construction schedule prepared by the Contractor for compliance with the contract and monitor throughout construction with particular emphasis on schedule of submittals and delivery schedule of long lead materials and equipment.
9. Review and verify contractor's monthly progress estimates and payments made therein and prepare progress payments.
10. Coordinate review of contractor's R.F.I. / R.F.C. (request for information) / (request for clarification).
11. Furnish periodic reports of progress of the project as required.
12. Coordinate the review and approval by others of shop drawings and other submissions from the contractor, record data received, maintain a file of the drawings and submissions, and check construction for compliance with approved documents.
13. Conduct "look aheads" to pending/future contract work.
14. Evaluate/analyze project needs to identify potential problems.
15. Coordinate specialized sub-consultant work such as compaction and materials testing, electrical, structural, and review laboratory test reports.
16. Monitor the contractor's traffic control and safety provisions.
17. Recommend to the County the stoppage of work or the requirement of special examination or testing whenever it is necessary or advisable to ensure work is carried out in accordance with the intent of the contract documents.
18. Cooperate with the County and contractor in dealings with the various local agencies and with the utility companies performing work in the project.
19. Maintain orderly project files for correspondence, reports of job conferences, shop drawings and other submittals, reproductions or original contract documents including all addenda, change orders and additional drawings issued subsequent to the award of contract, inspection reports, test reports, progress reports and other project-related documents. Provide the County with copies of all correspondence to and from the contractor.
20. The inspector will prepare an organized notebook ("field file") to provide clear documentation for any questions that may arise during construction. The document will consist of the following:
 - Copies of signed pay estimates and copies of anything the inspector signs
 - Latest working day statement
 - Agendas and related meeting notes
 - Responses to RFI's / RFC's
 - Copies of executed change orders
 - Survey data (e.g. cut sheets)
 - Geotechnical and materials testing reports and geotechnical representative's daily reports
 - Detailed inspection reports (see Appendix)
 - Approved submittals
 - Copies of agency permits
 - Inspector's plan redlines of any changes

- Copy of Contractors' safety program
 - List of certified competent and confined space personnel on the project
21. Monitor project startup procedures.
 22. Monitor the contractor's record drawings.

B. Post Construction Stage

1. WEBB's inspector and the County's oversight representative will prepare a list of incomplete or unsatisfactory items ("punch list") and supply this list to the contractor. Following corrections and completion of the punch list and contractor giving notice to the inspector that the work is ready for inspection, the inspector will inspect the work for final compliance.
2. Perform final contract reconciliation including:
 - Letter recommending acceptance of the project
 - Final contract amount with percentage of change orders with brief explanation of each change order
 - Coordinate approvals of any other affected agencies
3. The last change order to be prepared shall be a "balancing change order" that reconciles all quantity adjustments and previous change orders.
4. WEBB will provide copies of all contractor/subcontractor and material suppliers "unconditional" lien releases.
5. WEBB will provide an executed Conditional Release Form to the County.
6. WEBB will make a copy of and coordinate transfer of record drawings ("as-builts") to the design engineer who in turn will provide revised mylars to the County.

APPENDIX B
Compensation

EXHIBIT B

COMPENSATION FOR SERVICES

Task Description		Total
Task 1 - Meetings		
Kickoff meeting including Sub-consultants and agencies	\$	1,000
Project Development Team (PDT) meetings	\$	7,580
Meeting with City of Indio plan check staff and City Traffic Engineer	\$	2,000
providers	\$	2,000
Other meetings - as necessary such as, but not limited to, business Justice Center, and filed reviews	\$	960
Task 2 - Schedule		
Project Schedule	\$	1,500
Task 3 - Research and Record Information		
Underground & above ground improvements, easements, centerline, right-of-way of private property lines	\$	6,580
Task 4 - Traffic Analysis		
Traffic Analysis	\$	8,360
Task 5 - Hydrology and Hydraulic Report		
Hydrology and hydraulic analysis	\$	15,980
Review City Master Storm Drain Plan, capacity of existing basin and storm drain	\$	4,600
Task 6 - Water Quality Management Plan		
Evaluate project site specific conditions and constraints	\$	6,200
Task 7 - Surveying and Topographic Mapping		
Aerial Survey	\$	19,925
Aerial Survey (Oasis, Plaza, and Dr. Carreon Blvd.)	\$	5,360
Field Survey	\$	12,160
Field Survey (Oasis, Plaza, and Dr. Carreon Blvd.)	\$	10,720
Utility Coordination	\$	10,485
Dry Utility Tasks - Roadway Imp.	\$	8,993
Task 9 - Utility Potholing		
Utility Potholing (30) Provided by Sub-Consultant	\$	36,167
Task 10 - Right-of-Way		
Prepare base sheet showing existing property lines with all right-of-way and easement areas	\$	920
Task 11 - Title Report		
EDA will provide title report when needed	\$	-
Task 12 - Preliminary Design, Initial Cost Estimate, and Submittals		
Storm Drain Alignment and Profile	\$	16,240
Concept Roadway and Landscape Median Plans	\$	10,040
Initial Cost Estimate (proposed roadway, storm drain, traffic signal, signing & striping, and utility relocation)	\$	2,680
Task 13 - Storm Drain Improvement Plans		
Storm Drain Improvement Plans	\$	64,280
Task 14 - Water Quality Management Plan		
Prepare Water Quality Management Plan	\$	10,520
Task 15 - Street Improvement Plans		
Street Improvement Plans	\$	-
Street Improvement Plans (Oasis, Plaza, ADA Ramps on Arable and Dr. Carreon)	\$	53,640
	\$	28,360

ALBERT A

Task Description	Total
Task 16 - Traffic Signal Plans	
Prepare Traffic Signal Plans	\$ 20,240
Task 17 - Signing & Striping Plans	
Prepare Signing & Striping Plans	\$ 8,500
Task 18 - Street Light Plans	
Prepare Street Light Plans	\$ 3,380
Task 19 - Legal and Plates	
Prepare legal description, plates deeds, and maps	\$ 2,440
Task 20 - Median Landscape and Hardscape	
Median Landscape and Hardscape	\$ 21,960
Median Landscape and Hardscape (Oasis)	\$ 12,340
Task 21 - Deliverables	
Preparation of Specification	\$ 5,280
Task 22 - Submittals to City, Agencies, Utilities, Etc..	
Plan Check Submittal, Process, and Coordination	\$ 5,360
Task 23 - Final Estimate of Quantities and Cost	
Provide a construction quantity and cost estimate	\$ 3,160
Task 24 - Pre-Bid Stage	
Pre-Bid Assistance	\$ 2,000
Task 25 - Bidding Stage	
Bidding Assistance	\$ 2,680
Task 26 - Construction Administration and Management	
Review and Approve Construction submittals and schedules	\$ 3,240
Review and respond to RFI	\$ 4,680
Attend Construction meetings and other required meetings	\$ 5,760
Construction Stage (12 hr/week for CM and 10 hr/week for Coordinator for 48 weeks)	\$ 163,280
Post Construction (including as-builts)	\$ 15,520
Task 27 - Additional Meetings and Coordination with Onsite Improvements	
Additional Meetings and Coordination	\$ 22,340
Total	\$ 649,410

EXHIBIT B-1

COMPENSATION FOR SERVICES

Work shall be billed on a lump sum basis not to exceed the amount indicated below without prior authorization from County. Total fees for additional services shown in the Scope of Work (Exhibit "A-1") shall be \$85,660. Charges for services will be billed monthly on a percent complete basis. A breakdown of our fees is listed below:

FINAL ENGINEERING – ADDITIONAL SERVICES

Additional Potholing and GPR Mapping	\$28,940
Additional Retention Basin Design & Calculations	\$14,600
Additional Legal and Plats for Easements and R/W Acquisition	\$11,040
Street Light Electrical Design	\$7,600
Additional Design, Cost Estimate, Specifications, Bid Support Services for Two-phase Construction	\$23,480
Total	\$85,660

Exhibit B-2

COMPENSATION FOR SERVICES

Work shall be billed on a time and materials basis not to exceed the amount indicated below without prior authorization from County. Total fees for additional services shown in the Scope of Work (Exhibit "A-2") shall be \$368,040. A breakdown of our fees is listed below:

Task	Description	Shaff, Dinesh	Chilton, Nicole E	Harrett, Colby R	Wardlaw, Melissa D		Abrams, Eugene J	Kellin, Nicholas	Total Hours	Subtotal - Labor	Expenses	Total
		Principal	Construction Manager	Project Coordinator	Project Administrator	Inspector	Resident Engineer	Engineering Support				
	Hourly Rate	\$265	\$245	\$180	\$101	\$180	\$200	\$186				
1	CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES (PHASE 2)	20	100	300	100	644			1164	\$ 177,620	\$ 15,500	\$ 193,120
1.1	Construction Management (16 weeks Construction + 2 weeks before and after)	20	100	300	100	70			540	\$ 96,500		\$ 96,500
1.2	Construction Management Mileage (15 Site Visits)									\$ -	\$ 2,500	\$ 2,500
1.3	Inspection (120 Working Days)					624			624	\$ 81,120		\$ 81,120
1.4	Inspection Mileage									\$ -	\$ 9,000	\$ 9,000
1.5	Inspection Travel Time									\$ -	\$ 4,000	\$ 4,000
2	CONSTRUCTION ENGINEERING SUPPORT						60	120	180	\$ 44,920		\$ 44,920
2.1	Engineering Support	40					60	120	220	\$ 44,920		\$ 44,920
4	CONSTRUCTION INSPECTION (PHASE 1 ROLLOVER)									\$ 130,000		\$ 130,000
4.1	Construction Inspection Phase 1 Rollover									\$ 130,000		\$ 130,000
Total		60	300	300	100	644	60	120	1284	\$ 352,540	\$ 18,500	\$ 368,040

Exhibit B-3

Compensation for Services

Work shall be billed on a "Time and Materials" basis not to exceed the amount indicated below without prior authorization from the client. Total fees for services shown in the Scope of Work (Exhibit "A-3") shall be EIGHTY THOUSAND, FOUR HUNDRED DOLLARS (\$80,400). Charges for lump sum services will be billed monthly on a percent complete basis with the exception of those services noted as "Time and Materials" (T&M). These services will be billed in accordance with our attached schedule of fees.

Exhibit A-3 SCOPE OF WORK		
Item No.	Description	Fee
1.1	Coordination, Calculations, and Office Support	\$16,200
1.2	Survey Control	\$2,400
1.3	Demolition Limits/Assorted Items	\$7,100
1.4	Curb, Gutter, and Cross Gutters	\$18,700
1.5	Certifications	\$14,100
1.6	Dry Utilities and Well	\$11,700
	Centerline Monument Replacement	\$6,700
1.8	Reimbursable Expenses (T&M)	\$3,500
	TOTAL	\$80,400

Task budgets are estimates and may be used interchangeably as needed but not to exceed the budget total. Any additional services requested outside this scope will be provided under separate contract addenda for additional fees. Invoices will be submitted monthly based on the percentage of work completed. All invoices shall be due and payable upon receipt.

Charges for printing, copying, mileage, postage, outside services, and for coordination or other services not specifically listed in the scope of work, will be billed on a time and material basis, in accordance with our Schedule of Fees as Reimbursable Expenses. Checking and/or filing fees are not included in this contract and shall be paid by the client directly to the appropriate governmental agency.

Costs for custom invoicing, if desired by the client, shall be negotiated prior to commencement of work.

Exhibit B-4

COMPENSATION

Engineering Fee:\$18,323

Services required beyond the scope of work described above will be based upon a separate, fixed fee as mutually agreed upon by Albert A. Webb Associates and the County.