

FORM APPROVED COUNTY COUNSEL
 BY: MSK/klg 8/27/09
 DATE
 MARSHAL VICTOR

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

161 A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
 September 4, 2009

SUBJECT: On-Call Land Surveying Services Agreement with the firm of MSA Consulting, Inc.

RECOMMENDED MOTION: That the Board:

- 1) Ratify the attached Surveying Services Agreement with MSA Consulting, Inc. and;
- 2) Authorize the Chairman of the Board to execute the same.

BACKGROUND: On-call consulting surveying services are used by the Transportation Department to provide supplemental surveying services, thus enabling the Transportation Department to more effectively deliver transportation improvement projects identified and funded in the Transportation Improvement Program (TIP). The on-call contracts provide

Departmental Concurrence



 Juan C. Perez
 Director of Transportation

JCP : klg
 (Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 500,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2009-2010
SOURCE OF FUNDS: TIP Project Funds (100%)				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: 
 Tina Grande

County Executive Office Signature

Policy

Consent

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

Prev. Agn. Ref.

District: All

Agenda Number:

3.47

The Honorable Board of Supervisors

RE: On-Call Land Surveying Services Agreement with the firm of MSA Consulting, Inc.

September 4, 2009

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flexibility to engage consultants for a variety of tasks for various projects on short notice to provide special surveying expertise and to augment our staff resources. The surveying services rendered under these on-call contracts will be provided on an as-needed basis only and it does not guarantee work for the annual allocated budget amount of \$500,000.

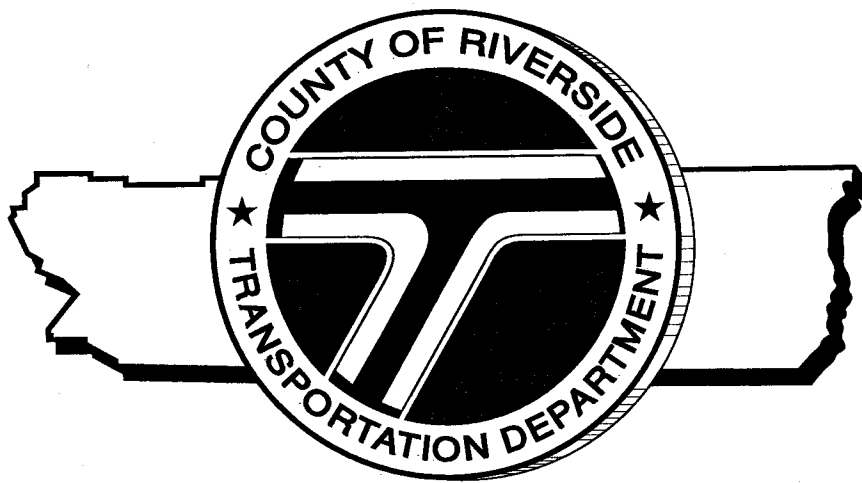
A request for proposals was posted on the Transportation Department's website, and notification letters were also mailed to over one hundred sixty-five firms. Thirty-seven firms submitted written proposals which were carefully reviewed and evaluated by representatives of the Transportation Department's Survey Division. Based on each consultant's expertise and the Survey Division's needs, a shortlist of eight firms was created. The eight firms that were selected for the shortlist then participated in interviews.

Upon completion of interviews, MSA Consulting, Inc. was ranked as one of the top five firms, and has been selected to provide on-call surveying services. MSA Consulting, Inc. will be directed to furnish specific project related tasks to support County staff with the delivery of approved TIP projects. This contract is for a 3-year term for a not-to-exceed annual amount of \$500,000. The County has the option to extend the contract for two additional one year terms following the close of the initial three (3) year term. The County also has the option to terminate this contract with 30 days notice. Funding for the services provided for each assignment will come from the respective project funds. There is no Net County Cost associated with these services.

County Counsel has approved this contract as to legal form.

Contract No. 09-08-016
Riverside Co. Transportation

SURVEYING SERVICES AGREEMENT



between

COUNTY OF RIVERSIDE • TRANSPORTATION DEPARTMENT

and

MSA CONSULTING, INC.

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SURVEYING SERVICES AGREEMENT

COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and MSA CONSULTING, INC., hereinafter referred to as "SURVEYOR", located at the following addresses:

County of Riverside • Transportation Department	MSA Consulting, Inc.
4080 Lemon Street, 8 th Floor	34200 Bob Hope Dr.
Riverside, CA 92501	Rancho Mirage, CA 92270

do hereby agree as follows:

ARTICLE I • DESIGNATED CONTACTS

Coordination of SURVEYOR, and COUNTY activities shall be accomplished through a SURVEYOR PROJECT MANAGER, and a COUNTY PROJECT MANAGER.

SURVEYOR PROJECT MANAGER for SURVEYOR shall be:

Charles Harris

COUNTY PROJECT MANAGER for COUNTY shall be:

Kerry Gray

ARTICLE II • PROJECT DEFINITION

SURVEYOR shall furnish all technical and professional services including labor, material, equipment, transportation, supervision, and expertise to fully and adequately perform and complete the covenants set forth in Appendix A, Scope of Services, which is attached hereto and incorporated herein by reference. All services and deliverables associated with the performance and accomplishment of the covenants described in the Scope of Services is hereinafter collectively referred to as the "PROJECT".

ARTICLE III • CONDITIONS

A. Notifications

All notices hereunder and communications regarding interpretation of the terms of this contract 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 SURVEYING PROJECT MANAGER or COUNTY PROJECT MANAGER at the respective addresses provided on page one of this contract.

B. Assignment

Without written consent of COUNTY, this agreement is not assignable by SURVEYOR either in whole or in part.

C. Subcontracts

1. SURVEYOR shall perform the services contemplated with resources available within its own organization. No portion of the services pertinent to this contract shall be subcontracted without written authorization by COUNTY PROJECT MANAGER, except that which is expressly identified in this contract.
2. In the event SURVEYOR subcontracts any portion of SURVEYOR's duties under this agreement, SURVEYOR shall require its subcontractors to comply with the terms of this contract in the same manner as required of SURVEYOR including, but not limited to; indemnification of COUNTY, requiring the same insurance of Subcontractors as required of SURVEYOR, and having Subcontractor's insurance name COUNTY as Additional Insured for each type of insurance where this Agreement requires SURVEYOR's insurance to name COUNTY as Additional Insured.

D. Modifications

1. This contract may be amended or modified only by mutual written agreement of the parties. No alteration or variation of the terms of this contract will be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto.
2. There shall be no change in the SURVEYING PROJECT MANAGER or key members of the PROJECT team without prior written approval by COUNTY PROJECT MANAGER.

E. COUNTY Directives

SURVEYOR shall receive contract directions and interpretations from COUNTY PROJECT MANAGER.

F. Liability

1. SURVEYOR has total responsibility for the accuracy and completeness of all data, plans, specifications and estimates prepared for this PROJECT and shall check all such material accordingly. The data and plans will be reviewed by COUNTY. The responsibility for accuracy and completeness of such items remains solely that of SURVEYOR.
2. The plans, designs, estimates, calculations, reports and other documents furnished in accordance with the Scope of Services shall meet the criteria for acceptance and be a product of neat appearance, well organized, technically and grammatically correct, checked and having the preparer and checker identified. The minimum standard of appearance, organization and contents shall be of similar types produced by COUNTY.

3. The page identifying preparers of surveying reports, the title sheet for specifications and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and signature of the professional surveyor(s) responsible for their preparation.
4. COUNTY and SURVEYOR agree that plans, drawings or other work products prepared by SURVEYOR are for the exclusive use of COUNTY and will be used by COUNTY for the project for which they were specifically designed. SURVEYOR shall not be responsible for use of such plans, drawings or other work products if used on a different project without the written authorization or approval by SURVEYOR.
5. SURVEYOR acknowledges that the plans, drawings and/or other work products may be used by COUNTY for the PROJECT regardless of any disputes that may develop between SURVEYOR and COUNTY.
6. SURVEYOR, and the agents and employees of SURVEYOR, in the performance of this agreement, shall act in an independent capacity and not as officers, employees or agents of COUNTY.

G. Indemnification

1. The SURVEYOR agrees to and shall indemnify and hold harmless COUNTY of Riverside, its Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter individually and collectively referred to as "Indemnities") from all liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings to the extent caused by any alleged or actual negligence, recklessness, willful misconduct, error or omission of SURVEYOR, its directors, officers, partners, employees, agents or representatives or any person or organization for whom SURVEYOR is responsible, arising out of or from the performance of services under this Agreement.
2. With respect to each and every indemnification herein SURVEYOR shall defend and pay, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, and defense and settlements or awards against the Indemnities.
3. With respect to any action or claim subject to indemnification herein by SURVEYOR, SURVEYOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes SURVEYOR'S indemnification to Indemnities as set forth herein.

4. SURVEYOR'S obligation hereunder shall be satisfied when SURVEYOR has provided to Indemnities the appropriate form of dismissal relieving Indemnities from any liability for the action or claim involved.
5. The specified insurance limits required in this Agreement shall in no way limit or circumscribe SURVEYOR'S obligations to indemnify and hold harmless Indemnities from third party claims.
6. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the SURVEYOR from indemnifying COUNTY to the fullest extent allowed by law.

H. Quality Control

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

I. COUNTY Standards

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

J. Extra Work

1. SURVEYOR shall not perform Extra Work until receiving written authorization from COUNTY PROJECT MANAGER.
2. In the event that COUNTY directs SURVEYOR to provide services constituting Extra Work, COUNTY shall provide extra compensation to the SURVEYOR. Allowable compensation for approved extra work will be based on the provisions of Appendix C, Budget, which is attached hereto and incorporated herein

by reference.

3. Written authorization providing for such compensation for Extra Work shall be issued by COUNTY to SURVEYOR.

K. Disputes

1. In the event SURVEYOR considers any work demanded of him to be outside the requirements of the contract, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall promptly upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon he shall proceed without delay to perform the work or to conform to the order, instruction, or decision; but unless SURVEYOR finds such order, instruction, or decision satisfactory, he shall within 20 days after receipt of same, file a written protest with COUNTY stating clearly and in detail his objections and reasons therefore. Except for such protests or objections as are made of record in the manner specified and within the time stated herein, and except for such instances where the basis of a protest could not reasonably have been foreseen by SURVEYOR within the time limit specified for protest, SURVEYOR hereby waives all grounds for protests or objections to the orders, instruction, or decisions of COUNTY and hereby agrees that, as to all matters not included in such protests, the orders, instructions and decisions of COUNTY will be limited to matters properly falling within COUNTY's authority.
2. Any controversy or claim arising out of or relating to this contract which cannot be resolved by mutual agreement may be settled by arbitration in accordance with the rules of the American Arbitration Association, provided that the parties mutually agree to submit to arbitration.
3. Neither the pendency of a dispute nor its consideration by arbitration will excuse SURVEYOR from full and timely performance in accordance with the terms of the contract.

L. Termination Without Cause

1. COUNTY reserves the right to terminate this contract at COUNTY's discretion and without cause, upon thirty (30) calendar day's written notice to SURVEYOR.
2. In the event of termination of the Agreement, upon demand, SURVEYOR shall deliver to COUNTY all field notes, surveys, studies, reports, plans, drawings, specifications, and all other materials and documents prepared by or provided to SURVEYOR in the performance of this Agreement. All such documents and materials shall be property of COUNTY. SURVEYOR may retain one copy for its records.
3. In the event that the contract is terminated, SURVEYOR is entitled to full payment for all services

performed up to the time written notice of contract cancellation is received by SURVEYOR. Payment shall be made for services performed to date based upon the percentage ratio that the basic services performed bear to the services contracted for, less payments made to date; plus any amount for authorized, but unpaid, extra work performed and costs incurred.

M. Termination for Lack of Performance

COUNTY may terminate this agreement and be relieved of the payment of any consideration to SURVEYOR should SURVEYOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. In such event, SURVEYOR shall be paid only for work completed and delivered to COUNTY in a timely and successful manner.

N. Insurance

Without limiting or diminishing the SURVEYOR's obligation to indemnify or hold COUNTY harmless, SURVEYOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement, or for a term otherwise specified herein.

1. Workers' Compensation:

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

2. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, completed operations, personal and advertising injury covering claims which may arise from or out of SURVEYOR's performance of its obligations hereunder. Policy shall name, by endorsement all Agencies, Special Districts and Departments of the County of Riverside, their respective Directors, Officers, Board of Supervisors, employees, agents, elected and appointed officials as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

3. Vehicle Liability:

SURVEYOR shall maintain Liability Insurance for all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per occurrence combined single limit. If SURVEYOR's vehicles or mobile equipment are not to be used in the performance of the obligations under this Agreement, SURVEYOR shall maintain coverage for non-owned or hired vehicles in an amount not less than \$1,000,000 per occurrence combined single limit. Such non-owned or hired vehicle coverage may be included as a part of the Commercial General Liability policy. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name by endorsement, all Agencies, Special Districts and Departments of the County of Riverside, their respective Directors, Officers, Board of Supervisors, employees, agents, elected and appointed officials as Additional Insureds.

4. Professional Liability:

SURVEYOR shall maintain Professional Liability Insurance providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If SURVEYOR's Professional Liability Insurance is written on a claims-made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy SURVEYOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that SURVEYOR has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

5 General Insurance Provisions - All lines:

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

b. The SURVEYOR's insurance carrier(s) must declare its self-insured retentions. If such self-insured

retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retentions which are deemed unacceptable to COUNTY, at the election of the County's Risk Manager, SURVEYOR's carriers shall either; 1) reduce or eliminate such self-insured retentions as respect to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

- c. The SURVEYOR shall cause their insurance carrier(s) to furnish COUNTY with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty (30) days written notice be given to COUNTY prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. *SURVEYOR shall not commence operations until COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section.*
- d. It is understood and agreed by the parties hereto and the SURVEYOR's insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work the Risk Manager of the County of Riverside reserves the right to

adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the SURVEYOR has become inadequate.

- f. SURVEYOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

O. Conflict of Interest

SURVEYOR warrants, by execution of this contract, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by SURVEYOR for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to annul this contract without liability, pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. SURVEYOR may be requested to complete a Conflict of Interest Statement prior to, during, or after execution of this contract. SURVEYOR understands that as a condition of this contract SURVEYOR agrees to complete the Conflict of Interest Statement when requested to do so by COUNTY.

P. Legal Compliance

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

Q. Nondiscrimination

1. During the performance of this agreement, SURVEYOR and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. SURVEYOR and Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and applicable regulations promulgated there under (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of

Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. SURVEYOR and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. SURVEYOR will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by COUNTY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of SURVEYOR is in the exclusive possession of another who fails or refuses to furnish this information, SURVEYOR shall so certify to COUNTY, or the Federal Highway Administration as appropriate and shall set forth what efforts he has made to obtain the information.
3. In the event of SURVEYOR's noncompliance with the nondiscrimination provisions of this contract, COUNTY shall impose such contract sanctions as it determines to be appropriate, including, but not limited to:
 - Withholding of payments to SURVEYOR under the contract until SURVEYOR complies;
 - Cancellation, termination, or suspension of the contract in whole or in part.
4. SURVEYOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.
5. SURVEYOR shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR 21 through Appendix H and 23 CFR 710.405(b) are applicable to this contract by reference.

R. Labor Code and Prevailing Wages

1. Certain Classifications of Labor under this contract may be subject to prevailing wage requirements.
2. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's compensation insurance and directly effect the method of prosecution of the work by SURVEYOR and subject it under certain conditions to penalties and forfeitures. Execution of the Agreement by the parties constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are

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

3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>.
4. Should a portion of the project contain Federal funding, Federal minimum wages shall be used. The Federal minimum wage rates for this project as determined by the United States Secretary of Labor are available from the U.S Department of Labor, Employment Standards Administration, Wage and Hour Division's Internet website at <http://www.access.gpo.gov/davisbacon>. If there is a difference between the minimum wage rates determined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the SURVEYOR and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the SURVEYOR and subcontractors, the SURVEYOR and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

S. Review and Inspection

SURVEYOR and any Subcontractors shall permit COUNTY to review and inspect PROJECT activities including review and inspection on a daily basis.

T. Record Retention / Audits

1. SURVEYOR, Subcontractors, and COUNTY shall maintain all books, documents, papers, accounting

records, and other evidence pertaining to the performance of the contract, but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract.

2. COUNTY, Caltrans, the State Auditor General, FHWA or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of SURVEYOR that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. (Government Code Section 105320)

U. Ownership of Data

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

V. Confidentiality of Data

1. All financial, statistical, personal, technical or other data and information which is designated confidential by COUNTY, and made available to SURVEYOR in order to carry out this contract, shall be protected by SURVEYOR from unauthorized use and disclosure.
2. Permission to disclose information on one occasion for a public hearing held by COUNTY relating to the contract shall not authorize SURVEYOR to further disclose such information or disseminate the same on any other occasion.
3. SURVEYOR shall not comment publicly to the press or any other media regarding the contract, COUNTY actions on the same, except to COUNTY staff, SURVEYOR's own personnel involved in the performance of this contract, or at public hearings, or in response to questions from a Legislative committee.
4. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and nondisclosure of the same.
5. SURVEYOR shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this contract without prior review of the contents thereof by COUNTY and receipt of COUNTY's written permission.

W. Funding Requirements

1. It is mutually understood between the parties that this contract may have been written before ascertaining

the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the agreement were executed after that determination was made.

2. This agreement is valid and enforceable only if sufficient funds are made available to COUNTY for the purpose of this PROJECT. In addition, this agreement is subjected to any additional restrictions, limitations, conditions or any statute enacted by Congress, State Legislature or COUNTY that may affect the provisions, terms or funding of this contract in any manner.
3. It is mutually agreed that if sufficient funds for the program are not appropriated, this contract will be amended to reflect any reduction in funds.

ARTICLE IV • PERFORMANCE

A. Performance Period

1. This Contract shall begin upon notification to proceed by COUNTY PROJECT MANAGER.
2. SURVEYOR is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.
3. Where SURVEYOR is required to prepare and submit studies, reports, plans, etc., to COUNTY, these shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to direct revisions, prior to final submission.
4. When COUNTY determines that SURVEYOR has satisfactorily completed a PROJECT, COUNTY shall give SURVEYOR a written Notice of Final Acceptance. SURVEYOR shall not incur any further costs hereunder unless so specified in the Notice of Final Acceptance. SURVEYOR may request a Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all covenants as stipulated in this Contract.
5. The Contract term will be for a period of three(3) years after the full execution of said agreement beginning Fiscal Year 2009/10 with a COUNTY option for two(2), one(1) year extensions, and shall not exceed an annual contract maximum obligation of five hundred thousand dollars(\$500,000).

B. Time Extensions

1. Any delay in providing PROJECT services required by this contract occasioned by causes beyond the control and not due to the fault or negligence of SURVEYOR, shall be the reason for granting an extension of time for the completion of the aforesaid work. When such delay occurs, SURVEYOR shall

promptly notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the work when, in COUNTY's judgment, their findings of fact justify such an extension of time.

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

C. Reporting Progress

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

D. Evaluation of SURVEYOR

SURVEYOR's performance will be evaluated by COUNTY for future reference.

ARTICLE V • COMPENSATION

A. Work Authorization

SURVEYOR shall not commence performance of any work or PROJECT services until this contract has been approved by COUNTY. No payment will be made for any work performed prior to approval of this contract.

B. Progress Payments

1. SURVEYOR shall submit monthly invoices for PROJECT Services in accordance with Appendix C, Hourly Rates, and in accordance with COUNTY Surveying Services Invoicing Procedures.
2. SURVEYOR shall submit an invoice each month for PROJECT services performed during the preceding month. Invoices shall be submitted to COUNTY PROJECT MANAGER and shall be included with a Progress Report covering the same period as the submitted invoice.
3. Progress payments will be based on PROJECT services provided and actual costs incurred. Payments made prior to the completion of each phase will not exceed the amount allowed in SURVEYOR's cost proposal for the completion of that phase and prior phases, unless a prior written agreement has been obtained.
4. Progress payments will be made as promptly as fiscal procedures will permit upon receipt by COUNTY PROJECT MANAGER of itemized invoices.

ARTICLE VI • GIS Information

- A. "GIS Information" shall include GIS digital files (including the information or data contained therein) and any other information, data, or documentation from County GIS (regardless of medium or format) that is provided pursuant to this agreement.
- B. SURVEYOR acknowledges that the unauthorized use, transfer, assignment, sublicensing, or disclosure of the GIS information, documentation, or copies thereof will substantially diminish their value to COUNTY. SURVEYOR acknowledges and agrees that COUNTY GIS information is a valuable proprietary product, embodying substantial creative efforts, trade secrets, and confidential information and ideas. COUNTY GIS information is and shall remain the sole property of COUNTY; and there is no intention of COUNTY to transfer ownership of COUNTY GIS information.
- C. COUNTY GIS information is made available to SURVEYOR solely for use in the normal course of SURVEYOR's business to produce reports, analysis, maps and other deliverables only for this PROJECT and as described within the Scope of Services.
- D. SURVEYOR agrees to indemnify and hold harmless COUNTY, its officers, employees and agents from any and all liabilities, claims, actions, losses or damages relating to or arising from SURVEYOR's use of COUNTY GIS information.
- E. GIS information cannot be used for all purposes; and GIS information may not be complete for all purposes. Additional investigation or research by SURVEYOR into other sources will be required. GIS information is intended only as an information base and is not intended to replace any legal records. COUNTY has used and will continue to use its best efforts to correctly input into COUNTY GIS the information contained in various legal and other records; but COUNTY accepts no responsibility for any conflict with actual legal records or for information not transferred from legal records to COUNTY GIS. COUNTY has attempted to update GIS information as often as is practically feasible. However, SURVEYOR should be aware that GIS information may not be current and changes or additions to the information contained in COUNTY GIS may not yet be reflected in COUNTY GIS.
- F. COUNTY accepts no responsibility for the use of GIS information; and COUNTY provides no warranty for the use of COUNTY GIS or COUNTY GIS information by SURVEYOR. THE WARRANTIES SPECIFICALLY


SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND SUCH OTHER WARRANTIES ARE HEREBY EXCLUDED.

- G. Final plans, drawings or PROJECT work products will be provided in an electronic format suitable for inclusion within COUNTY GIS or CADD Systems by SURVEYOR and will contain the appropriate meta data and will be geographically registered using a appropriate coordinate system such as the California State Plane Coordinate System NAD83 (NSRS 2007). The epoch required is 2007.0 unless otherwise authorized by COUNTY.

ARTICLE VII • APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

 Dated: 8/26/09

JUAN C. PEREZ

Director of Transportation

APPROVED AS TO FORM:

Marsha L. Victor

 Deputy Dated: 8/27/09

PAMELA J. WALLS

County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

SURVEYOR Approvals

SURVEYOR:

 Dated: 8.24.09

ROBERT S. SMITH

PRINTED NAME

PRES / CEO

TITLE

SURVEYOR:

 Dated: 8/24/09

Charles Harris

PRINTED NAME

Survey / Mapping Director

TITLE

EXHIBIT A
SCOPE OF SERVICES

SURVEYOR NAME: MSA CONSULTING, INC.

I. PROJECT GOALS

The purpose of this agreement is to provide the Riverside County Transportation Department Survey Division the ability to obtain professional surveying assistance quickly during peak workload periods, staff absences, and when expedited land surveying services are needed to satisfy COUNTY customers. The objective is to maintain the same level of high quality surveying services in the most cost effective manner possible.

II. WORK AUTHORIZATION

SURVEYOR will not commence performance of any work or PROJECT services until COUNTY has approved this contract. No payment will be made for any work performed prior to approval of this contract.

III. SERVICES TO BE PROVIDED BY THE SURVEYOR

Services are to be performed and provided in accordance with the needs of COUNTY. SURVEYOR will maintain normal business office hours Monday through Friday 8:00a.m.-4:30p.m.

A. The SURVEYOR will provide various Land Surveying Services on an On-Call basis. The following includes services that will be provided by the SURVEYOR but is not limited to:

1. Field surveys of control nets and lines, boundary lines, topography and existing structures.
2. Preparation of property descriptions, plats, and right-of-way maps.
3. Preparation of and setting up of photogrammetric surveys.
4. Perform various types of surveying tasks on all types of construction projects.
5. Performing Quality Assurance work associated with land surveying work.
6. Review, suggest corrections, and make recommendations on the checking of parcel maps and final maps.
7. Perform field monument inspection on parcel maps and final subdivision maps.

B. REQUIREMENTS

1. All work will be performed under the direction of a Licensed Land Surveyor, in accordance with *Surveying Services Agreement*

the Professional Land Surveyors Act, Chapter 15, Article 3, Section 8726 and Riverside County Surveyor's policies/procedures; and/or a licensed engineer authorized to do Land Survey work registered with the State of California under Section 8731 of the aforementioned Act.

2. SURVEYOR, its employees, agents, contractors and subcontractors will maintain professional licenses required by laws of the State of California at all times while performing services under this contract. Unless stated otherwise by COUNTY, all services performed will be done in conformance with the Subdivision Map Act, Land Surveyor's Act, and all COUNTY standards, manuals and ordinances, as well as all other requirements that are applicable in such services.
3. It is expected that SURVEYOR will be familiar and/or become familiar with COUNTY records such as, front counter research which includes recorded maps, unrecorded maps, corner records, COUNTY field books, easements; Riverside County Flood Control; and other surveying/engineering agencies/companies that may have information necessary for the completion of any/all assigned projects.
4. SURVEYOR will submit all original field notes, grade sheets and ties on 8 ½ " x 11" notepaper.
5. Submitted electronic data will include but not be limited to: original unedited files, edited files, adjustments for traverse, least square adjustments including error ellipses and residuals, final values in ASCII format, and RINEX file when GPS is performed. All electronic submittals shall be prepared/delivered in Micro-Station in a version as specified by COUNTY. Any variation must be authorized in advance by COUNTY.
6. SURVEYOR shall use COUNTY data collection code table specifically prepared for Eagle Point Design or InRoads software, as directed by COUNTY, for all projects.
7. SURVEYOR will have and utilize his/her own equipment. SURVEYOR will not use COUNTY equipment, supplies, accessories, and stakes to complete work assigned.
8. SURVEYOR will use his/her own office space for the performance of all COUNTY contract related services unless otherwise authorized by COUNTY.
9. Subcontracting work shall be pre-authorized by COUNTY prior to assignment. The proposal shall clearly indicate work, if any, that is being subcontracted.
10. SURVEYOR agrees not to engage in any services, which may involve a conflict of interest with the

objective and intent of COUNTY.

11. COUNTY reserves the right to perform any portion of this scope of work with COUNTY personnel and/or by other surveyors.

12. COUNTY reserves the right to request specific SURVEYOR personnel to provide services under this agreement.

C. TIME EXTENSIONS

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

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

D. REPORTING PROGRESS

1. As part of the monthly invoice SURVEYOR will submit a progress report in accordance with COUNTY Survey Procedures Manual, and herein by this reference incorporated into this agreement. Progress Reports will indicate the progress achieved during the previous month. Submission of such progress report by SURVEYOR will be a condition precedent to receipt of payment from COUNTY for each monthly invoice submitted.

2. To ensure understanding and performance of the contract objectives, meetings between COUNTY and SURVEYOR will be held as often as deemed necessary. All work objectives, SURVEYOR'S work schedule, the terms of the contract and any other related issues will be discussed and/or resolved. SURVEYOR will keep minutes of meetings and distribute copies of minutes as appropriate. The final minute order will be approved by COUNTY before distribution.

E. EVALUATION OF SURVEYOR

Surveying Services Agreement

SURVEYOR'S performance will be evaluated by COUNTY every six(6) months. Items that will be reviewed during the evaluation period will include but are not limited to:

- Timelines of submittals.
- Budget.
- Expenditures and costs incurred by the SURVEYOR.
- Invoice practices.
- Quality of work.
- Safety.
- Other items that may arise due to the work being performed.

EXHIBIT B

REIMBURSEMENT & PAYMENT

SURVEYOR NAME: MSA CONSULTING, INC.

A. REIMBURSEMENT:

In consideration of services provided by SURVEYOR pursuant to this agreement, SURVEYOR shall receive monthly reimbursement based upon actual work performed, paid in the arrears, and as specified in Attachment A, herein by this reference incorporated, in the amount not to exceed the maximum obligation stated herein. The final year-end settlement shall be based on the actual allowable cost of services provided plus a fixed fee, and shall not exceed the maximum obligation of COUNTY.

B. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation beginning Fiscal Year 2009/2010 shall be Five hundred thousand dollars (\$500,000), and annually thereafter for a period of three(3) years after the execution of said agreement with COUNTY option for two(2), one(1) year extensions, and are subject to availability of Federal, State, and local funds. Rates as stated in Attachment A, will remain in effect during the three(3) year contract period, and will adhere to Federal and State prevailing wage rates.

C. BASIS OF COMPENSATION

1. Project services as provided under this agreement as described in Exhibit A herein, and will be compensated for as defined.
No additional compensation for Extra Work will be paid except upon the issuance of an Extra Work Order by COUNTY.
2. SURVEYOR agrees that the Contract Cost Principles and Procedures, CFR 48, Federal Acquisition Regulations Systems, Chapter 1, Part 31, shall be used to determine the allow ability of individual items of cost.
3. SURVEYOR also agrees to comply with Federal procedures in accordance with Office of Management and Budget Circular A-102, Uniform Administrative Requirements for Grant-in-Aid to State and Local Governments.

4. In the event of errors or omissions in the plans for PROJECT, SURVEYOR will perform the necessary land surveying services required to correct such errors and omissions without additional charge to COUNTY.
5. Submitted invoices will include all documents and necessary receipts to substantiate expenditures incurred by SURVEYOR that will be charged to COUNTY hereunder this agreement pursuant to the provisions and covenants herein. Documentation and/or receipts will include but is not limited to:
 - Certified copies of payroll for labor charges.
 - Copies of receipts for the purchase of equipment, if any.
 - Copies of receipts for the purchase of supplies.
 - Itemized copies of receipts for all items, and services to be expensed against this contract.

Submitted detail expenditure documentation will be clear, easy to read, and will be reported based on actual expenditures. Reported expenditures will be calculated accurately and will be presented in an easy to read format.

D. PROGRESS PAYMENTS

1. SURVEYOR shall submit monthly invoices for PROJECT Services in accordance to the rates set forth by Attachment A, submitted RFP, and in accordance with COUNTY Surveying Invoicing Procedures.
2. SURVEYOR shall submit an invoice each month for PROJECT services performed during the preceding month. Invoices shall be submitted to COUNTY PROJECT MANAGER and shall be included with a Progress Report covering the same period as the submitted invoice.
3. Progress payments will be based on PROJECT services provided and actual costs incurred. Payments made prior to the completion of each phase will not exceed the amount allowed in SURVEYOR'S cost proposal for the completion of that phase and prior phases, unless a prior written agreement has been obtained.
4. Progress payments will be made as promptly as fiscal procedures will permit upon receipt by COUNTY PROJECT MANAGER of itemized invoices and shall be made in the arrears.

5. COUNTY reserves the right to require 80/20 invoicing. Final 20% of project cost will be paid when all deliverables have been submitted and approved by COUNTY. The requirement for 80/20 invoicing will be determined on a project by project basis.

E. EXTRA WORK

1. SURVEYOR will not perform Extra Work until receiving prior written authorization from COUNTY.
2. In the event that COUNTY directs SURVEYOR to provide services constituting Extra Work, the COUNTY will provide extra compensation to the SURVEYOR. Allowable compensation for approved Extra Work will be based on the provisions of Attachment A.
3. Written authorization providing for such compensation for Extra Work shall be issued by COUNTY to SURVEYOR.

F. BANKRUPTCY

Within five(5) calendar days of filing for bankruptcy, SURVEYOR will notify COUNTY in writing of such.



Current Hourly Billing Rates

(January 1, 2009 to December 31, 2011)

CLASSIFICATION	Direct Labor	Multiplier	Billing Rates
Principal Engineer	\$ 75.00	261.8%	\$ 196.00
Director of Surveying & Mapping	72.25	261.8%	189.00
Senior Project Manager	60.70	261.8%	159.00
Senior Surveyor	43.35	261.8%	113.00
Senior Surveying Technician	32.00	261.8%	83.00
Survey Analyst	28.00	261.8%	73.00
CADD Designer	26.00	261.8%	68.00
CADD Technician	22.00	261.8%	58.00
One-Man Survey Crew (Field)	34.00	261.8%	89.00
Two-Man Survey Crew	64.00	261.8%	168.00
Three-Man Survey Crew	94.00	261.8%	246.00
Administrative Assistant	26.00	261.8%	68.00

The above rates include all labor, materials and incidental expenses such as vehicle mileage, postage, toll calls, and survey materials. Not included are reproduction costs, title company charges, special mailing charges, application, filing or permit fees, survey monuments, or services by outside sub-consultants. Any such charges prepaid by Engineer shall be invoiced to Owner at 12 times actual cost.