

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

205A



FROM: TLMA - Transportation Department

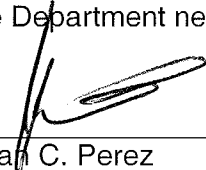
SUBMITTAL DATE:
September 15, 2011

SUBJECT: On-Call Environmental Services Agreement with Applied Earthworks, Inc.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached On-Call Environmental Services Agreement with Applied Earthworks, Inc., and;
2. Authorize the Chairman of the Board to execute the same.

BACKGROUND: The Transportation Department needs additional environmental support services to deliver all of the necessary road improvement projects identified and funded in the Transportation Improvement Program (TIP). The Department needs to use outside consulting



Juan C. Perez
Director of Transportation

Rw:fs
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 250,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12
SOURCE OF FUNDS: Gas Tax, Measure A, TUMF Fees and RBBD Fees. There are no General Funds used in this project.				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

FORM APPROVED COUNTY COUNSEL
DATE 9/18/11
BY: MARSHAL L. VICTOR

Departmental Concurrence

Policy
 Consent
 Dept't Recomm.:
 Policy
 Consent
 Per Exec. Ofc.:

Prev. Agn. Ref. | District: | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.32

The Honorable Board of Supervisors

RE: On-Call Environmental Services Agreement with Applied Earthworks, Inc.

September 15, 2011

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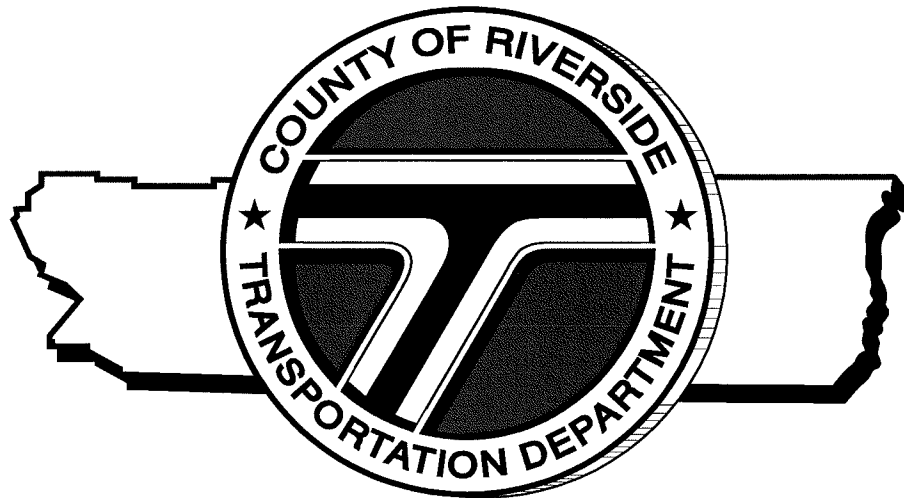
firms to assist in the environmental phase of project delivery, often the critical path, to supplement the currently available minimal Department staff, and make use of specialized expertise for certain environmental studies.

A request for proposals (RFP) was advertised in the Press Enterprise and The Desert Sun for full service firms and specialist firms (for Cultural Studies and other work). A notice was mailed to 235 firms that were on the County of Riverside's Pre-Qualified List of Consulting firms. Twenty six (26) firms submitted proposals. The written proposals were evaluated by representatives from the Riverside County Transportation Department. Five (5) full services firms and one (1) specialist (cultural/paleontological) firm were prequalified to provide environmental consulting services for the County.

Applied Earthworks, Inc. (Æ) has been selected to provide on-call services. Æ specializes in all phases of cultural and paleontological field investigation, site testing and analysis and construction monitoring. Æ has extensive experience with transportation projects under state and federal standards. Æ will be directed to furnish specific project related environmental tasks to support County staff with the delivery of approved TIP projects. This contract is for an annual amount not-to-exceed \$250,000. It is for a 3-year term (total aggregate of \$750,000). The County has the option to extend the contract for two (2) additional one (1) year terms following the close of the initial three (3) year term. Funding for the services provided for each assignment will come from the respective project funds. These on-call environmental services will afford the Department the ability to respond in a time efficient manner to public demands on our road system, as well as obtaining specific environmental expertise in areas that will supplement our staff resources.

The terms of the agreement also provide the County the option to terminate the agreement within 30 days without cause.

ENVIRONMENTAL SERVICES AGREEMENT



for

On-Call ENVIRONMENTAL Services

between

COUNTY OF RIVERSIDE • TRANSPORTATION DEPARTMENT

and

Applied Earthworks, Inc.

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ENVIRONMENTAL SERVICES AGREEMENT

COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and Applied Earthworks, Inc., hereinafter referred to as "CONSULTANT", located at the following addressees:

County of Riverside • Transportation Department	Applied Earthworks, Inc.
4080 Lemon Street, 8 th Floor	3292 E. Florida Avenue, Suite A
Riverside, CA 92502	Hemet, CA 92544

do hereby agree as follows:

ARTICLE I • DESIGNATED CONTACTS

Coordination of CONSULTANT, and COUNTY activities will be accomplished through an ENVIRONMENTAL CONTRACT MANAGER, and a COUNTY CONTRACT MANAGER.

The ENVIRONMENTAL CONTRACT MANAGER for CONSULTANT will be:

Susan K. Goldberg

The COUNTY CONTRACT MANAGER for COUNTY will be:

Russell Williams, Transportation Project Manager- Environmental Compliance, or his designee

ARTICLE II • DEFINITION OF WORK ASSIGNMENTS

Services provided under this contract will be performed on an on-call basis to the Riverside County Transportation Department for transportation related work assignments located throughout Riverside County. CONSULTANT shall furnish all technical and professional services including labor, material, equipment, transportation, supervision, and expertise to fully and adequately perform the services generally described in Appendix A, Scope of Services, and more specifically described in Work Assignments to be negotiated and executed in the future as services are required. Work Assignments shall be initiated at the request of the COUNTY CONTRACT MANAGER. CONSULTANT and/or COUNTY shall prepare a written scope of work and schedule for each Work Assignment. CONSULTANT and COUNTY shall negotiate and establish a budget that is consistent with the scope of work and the CONSULTANT's billing rates. Each Work Assignment shall be memorialized in writing and approved by the Director of Transportation and by the CONSULTANTING CONTRACT MANAGER or authorized designee's. All services and deliverables associated with the performance and accomplishment of the covenants described in approved Work Assignments is hereinafter collectively referred to as the "WORK ASSIGNMENTS".

ARTICLE III • COOPERATIVE AGENCIES

A. Lead Agency

COUNTY may be working cooperatively with other agencies in the effort to complete WORK ASSIGNMENTS and would generally be designated as the lead agency.

B. Cooperative Agencies

It is common for COUNTY to be working cooperatively with other agencies when performing services of the type that will be performed under this contract. The cooperating agencies will hereinafter be collectively referred to as the "AGENCIES".

C. COUNTY/AGENCIES Standards

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

ARTICLE IV • 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 ENVIRONMENTAL CONTRACT MANAGER or the COUNTY CONTRACT 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 CONSULTANT either in whole or in part.

C. Subcontracts

1. CONSULTANT 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 the COUNTY CONTRACT MANAGER, except that which is expressly authorized in this contract or by a specific work assignment.
2. In the event CONSULTANT subcontracts any portion of CONSULTANT's duties under this contract, CONSULTANT shall require its subcontractors to comply with the terms of this contract in the same

1 manner as required of CONSULTANT including, but not limited to; indemnification of the COUNTY,
2 requiring the same insurance of Subcontractors as required of CONSULTANT, and having
3 Subcontractor's insurance name the COUNTY as Additional Insured for each type of insurance where this
4 Agreement requires CONSULTANT'S insurance to name COUNTY as Additional Insured.

5 **D. Modifications**

- 6 1. This contract may be amended or modified only by mutual written agreement of the parties. No alteration
7 or variation of the terms of this contract will be valid unless made in writing and signed by the parties
8 hereto and no oral understanding or agreement not incorporated herein, will be binding on any of the
9 parties hereto except for minor modifications as defined below.
- 10 2. Execution of individual Work Assignments is authorized under the terms of this contract and is not
11 considered a modification. All Work Assignments must be approved in writing by the Director of
12 Transportation and by the ENVIRONMENTAL CONTRACT MANAGER or authorized designee's.
- 13 3. There shall be no change in the ENVIRONMENTAL CONTRACT MANAGER or key members of the
14 CONSULTANT'S team without prior written approval by the COUNTY CONTRACT MANAGER.
- 15 4. Modifications to the scope of services authorized under an approved Work Assignment can be authorized
16 by the COUNTY CONTRACT MANAGER for work that is generally consistent with the approved Scope of
17 Services and does not require funding in excess of the amount approved for the Work Assignment.

18 **E. COUNTY Directives**

19 CONSULTANT shall receive contract directions and interpretations from the COUNTY CONTRACT
20 MANAGER.

21 **F. Liability**

- 22 1. CONSULTANT has total responsibility for the accuracy and completeness of all data, maps, technical
23 studies, reports and documents prepared under WORK ASSIGNMENTS and shall check all such
24 material accordingly. The work products will be reviewed by COUNTY. COUNTY will review all work
25 product deliverables. The responsibility for accuracy and completeness of such items remains solely
26 that of CONSULTANT. Neither COUNTY'S review or approval shall give rise to any liability or
27 responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve CONSULTANT of
28 its professional responsibilities or obligations under this Agreement.
- 29 2. The data, maps, technical studies, reports and documents furnished in accordance with the WORK

1 ASSIGNMENTS 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
3 identified. The minimum standard of appearance, organization and contents shall be of similar types
4 produced by COUNTY and AGENCIES. If any work product submitted is not complete and ready for
5 use by COUNTY on WORK ASSIGNMENTS, it shall be marked "Draft" or similar designation to
6 indicate it is not ready for use by COUNTY. COUNTY expects that all work product not so
7 designated is ready for and will be used on WORK ASSIGNMENTS.

8 3. COUNTY and CONSULTANT agree that data, maps, technical studies, reports, documents or other
9 work products prepared by CONSULTANT are for the exclusive use of COUNTY and will be used by
10 COUNTY for the project for which they were specifically designed. CONSULTANT shall not be
11 responsible for use of such plans, drawings or other work products if used on a different project
12 without the written authorization or approval by CONSULTANT.

13 4. CONSULTANT acknowledges that the data, maps, technical studies, reports, documents or other
14 work products may be used by COUNTY for the intended project regardless of any disputes that may
15 develop between CONSULTANT and COUNTY. All data, maps, technical studies, reports,
16 documents or other work products shall be deemed the sole and exclusive property of COUNTY and
17 ownership thereof is irrevocably vested in COUNTY whether the project is executed or not.

18 5. CONSULTANT, and the agents and employees of CONSULTANT, in the performance of this
19 agreement, shall act in an independent capacity and not as officers, employees or agents of
20 COUNTY.

21 **G. Indemnification and Defense**

22 1. The CONSULTANT agrees to and shall indemnify and hold harmless the County of Riverside, its
23 Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of
24 Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter
25 individually and collectively referred to as "Indemnitees") from all liability, including, but not limited to loss,
26 suits, claims, demands, actions, or proceedings caused by any alleged or actual negligence,
27 recklessness, willful misconduct, errors or omissions of CONSULTANT, its directors, officers, partners,
28 employees, agents or representatives or any person or organization for whom CONSULTANT is
29 responsible, arising out of or from the performance of services under this Agreement. To the extent a

1 loss, suit, claim, demand, action, or proceeding is based on actual or alleged acts or omissions of
2 CONSULTANT which are not professional services, CONSULTANT shall indemnify Indemnitees whether
3 or not CONSULTANT is negligent.

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

8 3. CONSULTANT shall defend and pay, at its sole expense, all costs and fees, including but not limited to
9 attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or
10 proceedings based or alleged to be based on any act or omission of CONSULTANT arising out of or from
11 the performance of services under this Agreement. The duty to defend applies to any alleged or actual
12 negligence, recklessness, willful misconduct, error or omission of CONSULTANT. The duty to defend
13 shall apply whether or not CONSULTANT is a party to the lawsuit, and shall apply whether or not
14 CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if
15 Indemnitees are alleged or found to be actively negligent, unless the act or omission at issue was caused
16 by the sole active negligence of Indemnitees.

17 4. The specified insurance provisions and limits required in this contract shall in no way limit or circumscribe
18 CONSULTANT'S obligations to indemnify and hold harmless Indemnitees from third party claims.

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

22 **H. Quality Control**

23 CONSULTANT shall implement and maintain the following quality control procedures during the
24 preparation of the work products prepared under this contract. CONSULTANT shall have a quality
25 control plan in effect during the entire time services are being performed under this contract. The plan
26 shall establish a process whereby work products are independently reviewed for accuracy, legibility,
27 compliance with applicable standards and regulations, and comprehensibility and all job related
28 correspondence and memoranda routed and received by affected persons and then bound in appropriate
29 job files. Evidence that the quality control plan is functional may be requested by the COUNTY

1 CONTRACT MANAGER. All work products submitted to the COUNTY CONTRACT MANAGER for
2 review shall be marked clearly as being fully checked and that the preparation of the material followed the
3 quality control plan established for the work.

4 **I. Extra Work**

- 5 1. CONSULTANT shall not perform Extra Work until receiving written authorization from the COUNTY
6 CONTRACT MANAGER.
- 7 2. In the event that COUNTY directs CONSULTANT to provide services constituting Extra Work, COUNTY
8 shall provide extra compensation to the CONSULTANT through the approval of a separate Work
9 Assignment package. Allowable compensation for approved extra work will be based on the provisions of
10 the approved Work Assignment.
- 11 3. In the event the extra work exceeds the annual maximum budget amount authorized under the terms of
12 this contract, an amendment to this contract providing for such compensation for Extra Work shall be
13 issued by COUNTY to CONSULTANT. Such Amendment shall not be effective until executed by both
14 parties.

15 **J. Disputes**

- 16 1. In the event CONSULTANT considers any work demanded of him to be outside the requirements of the
17 contract, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall promptly
18 upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon
19 he shall proceed without delay to perform the work or to conform to the order, instruction, or decision; but
20 unless CONSULTANT finds such order, instruction, or decision satisfactory, he shall within 20 days after
21 receipt of same, file a written protest with COUNTY stating clearly and in detail his objections and reasons
22 therefore. Except for such protests or objections as are made of record in the manner specified and
23 within the time stated herein, and except for such instances where the basis of a protest could not
24 reasonably have been foreseen by CONSULTANT within the time limit specified for protest,
25 CONSULTANT hereby waives all grounds for protests or objections to the orders, instruction, or decisions
26 of COUNTY and hereby agrees that, as to all matters not included in such protests, the orders,
27 instructions and decisions of COUNTY will be limited to matters properly falling within COUNTY's
28 authority.
- 29 2. Any controversy or claim arising out of or relating to this contract which cannot be resolved by mutual

1 agreement may be settled by arbitration in accordance with the rules of the American Arbitration
2 Association, provided that the parties mutually agree to submit to arbitration.

- 3 3. Neither the pendency of a dispute nor its consideration by arbitration will excuse CONSULTANT from full
4 and timely performance in accordance with the terms of the contract.

5 **K. Termination Without Cause**

- 6 1. COUNTY reserves the right to terminate this contract at COUNTY's discretion and without cause, upon
7 thirty (30) calendar days written notice to CONSULTANT.
- 8 2. In the event of termination of the contract, upon demand, CONSULTANT shall deliver to COUNTY all field
9 notes, surveys, studies, reports, plans, drawings, specifications, and all other materials and documents
10 prepared by or provided to CONSULTANT in the performance of this Agreement. All such documents
11 and materials shall be property of COUNTY.
- 12 3. In the event that the contract is terminated, CONSULTANT is entitled to full payment for all services
13 performed up to the time written notice of contract cancellation is received by CONSULTANT. Payment
14 shall be made for services performed to date based upon the percentage ratio that the basic services
15 performed bear to the services contracted for, less payments made to date; plus any amount for
16 authorized, but unpaid, extra work performed and costs incurred.

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

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

23 **M. Insurance**

24 Without limiting or diminishing the CONSULTANT's obligation to indemnify or hold the COUNTY harmless,
25 CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the
26 following insurance coverages and shall satisfy the following terms during the term of this Agreement, or for a
27 term otherwise specified herein.

- 28 1. Workers' Compensation:

29 Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California.

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

4 2. Commercial General Liability:

5 Commercial General Liability insurance coverage, including but not limited to, premises liability,
6 contractual liability, completed operations, personal and advertising injury covering claims which may
7 arise from or out of CONSULTANT's actual or alleged acts or omissions during any work under this
8 contract.

9 The policy shall name, by endorsement, the County of Riverside and all Agencies, Special Districts and
10 Departments of the County of Riverside, their respective Directors, Officers, Board of Supervisors,
11 employees, agents, elected and appointed officials ("County insureds") as Additional Insureds. The policy
12 shall provide first party insurance coverage for the County insureds for any loss, suits, claims, demands,
13 actions, or proceedings caused by any alleged or actual negligence, recklessness, willful misconduct,
14 error or omission of CONSULTANT, its directors, officers, partners, employees, agents or representatives
15 or any person or organization for whom CONSULTANT is responsible, arising out of or from the
16 performance of services under this Agreement. Indemnity coverage under the policy does not include
17 loss, suits, claims, demands, actions, or proceedings caused by actual active negligence of County
18 insureds; however, any actual active negligence of County insureds will only affect the duty to indemnify
19 for the specific act found to be active negligence, and will not preclude a duty to indemnify for any other
20 act or omission of CONSULTANT.

21 The policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If
22 such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no
23 less than two (2) times the occurrence limit.

24 The Policy shall provide a defense to the County insureds for any loss, suits, claims, demands, actions, or
25 proceedings caused by an actual or alleged act or omission of CONSULTANT, its directors, officers,
26 partners, employees, agents or representatives or any person or organization for whom CONSULTANT is
27 responsible, arising out of or from the performance of services under this Agreement, whether or not
28 CONSULTANT is negligent or otherwise at fault. A defense is required if the loss, suits, claims,
29 demands, actions, or proceedings are based on the active negligence of the County insureds unless the

1 active negligence of the County insureds is the sole cause of the loss, suits, claims, demands, actions, or
2 proceedings.

3 3. Vehicle Liability:

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

14 4. Professional Liability:

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

26 5 General Insurance Provisions - All lines:

27 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of
28 California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements
29 are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a

1 requirement for a particular insurer such waiver is only valid for that specific insurer and only for one
2 policy term.

3 b. The CONSULTANT must declare its self-insured retentions. If such self-insured retentions exceed
4 \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk
5 Manager before the commencement of operations under this Agreement. Upon notification of self
6 insured retentions which are deemed unacceptable to the COUNTY, at the election of the County's
7 Risk Manager, CONSULTANT shall either; 1) reduce or eliminate such self-insured retentions as
8 respect to this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of
9 losses and related investigations, claims administration, defense costs and expenses.

10 c. The CONSULTANT shall cause their insurance carrier(s) to furnish the COUNTY with 1) a properly
11 executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting
12 coverage as required herein; or, 2) if requested to do so orally or in writing by the County Risk
13 Manager, provide original Certified copies of policies including all Endorsements and all attachments
14 thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of
15 insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty (30)
16 days written notice or ten (10) days in the event of cancellation for nonpayment of premium be given
17 to the COUNTY prior to any cancellation of such insurance. In the event of a material modification or
18 cancellation of coverage, this Agreement shall terminate forthwith, unless the COUNTY receives,
19 prior to such effective date, another properly executed original Certificate of Insurance and original
20 copies of endorsements or certified original policies, including all endorsements and attachments
21 thereto evidencing coverages and the insurance required herein is in full force and effect.
22 Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original
23 endorsements for each policy and the Certificate of Insurance. CONSULTANT shall not commence
24 operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified
25 original copies of endorsements or policies of insurance including all endorsements and any and all
26 other attachments as required in this Section. Submittal of certificates to County and review or
27 approval of certificates by County does not relieve CONSULTANT of its duties to provide insurance
28 which fully complies with the terms stated above.

29 d. It is understood and agreed by the parties hereto and the CONSULTANT's insurance company(s),

1 that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary
2 insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-
3 insured programs shall not be construed as excess.

4 e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope
5 of services or performance of work the Risk Manager of the County of Riverside reserves the right to
6 adjust the types of insurance required under this Agreement and the monetary limits of liability for the
7 insurance coverages required herein, if, in the County Risk Manager's reasonable judgment, the
8 amount or type of insurance carried by the CONSULTANT has become inadequate.

9 f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of
10 subcontractors working under this Agreement.

11 **N. Conflict of Interest**

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

23 **O. Legal Compliance**

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

28 **P. Nondiscrimination**

29 1. During the performance of this agreement, CONSULTANT and its Subcontractors shall not unlawfully

1 discriminate against any employee or applicant for employment because of race, religion, color, national
2 origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONSULTANT and
3 Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government
4 Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California
5 Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment
6 and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of
7 Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference
8 and made a part hereof as if set forth in full. CONSULTANT and its Subcontractors shall give written
9 notice of their obligations under this clause to labor organizations with which they have a collective
10 bargaining or other agreement.

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

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

- 28 1. Certain Classifications of Labor under this contract may be subject to prevailing wage requirements.
- 29 2. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with

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

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

1 approximates the duties of the employees in question.

2 **R. Review and Inspection**

3 CONSULTANT and any Subcontractors shall permit COUNTY and/or AGENCIES to review and inspect
4 PROJECT activities including review and inspection on a daily basis.

5 **S. Record Retention / Audits**

- 6 1. CONSULTANT, 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 three years from the date of final payment under the
10 contract or three years from project closeout, whichever is later.
- 11 2. COUNTY, Caltrans, the State Auditor General, FHWA or any duly authorized representative of the
12 Federal Government shall have access to any books, records, and documents of CONSULTANT that are
13 pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be
14 furnished if requested.

15 **T. Ownership of Data**

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

19 **U. Confidentiality of Data**

- 20 1. All financial, statistical, personal, technical or other data and information which is designated confidential
21 by COUNTY or AGENCIES, and made available to CONSULTANT in order to carry out this contract, shall
22 be protected by CONSULTANT from unauthorized use and disclosure.
- 23 2. Permission to disclose information on one occasion for a public hearing held by COUNTY or AGENCIES
24 relating to the contract shall not authorize CONSULTANT to further disclose such information or
25 disseminate the same on any other occasion.
- 26 3. CONSULTANT shall not comment publicly to the press or any other media regarding the contract,
27 COUNTY or the AGENCIES actions on the same, except to COUNTY or AGENCIES staff,
28 CONSULTANT's own personnel involved in the performance of this contract, or at public hearings, or in
29 response to questions from a Legislative committee.

1 4. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and
2 nondisclosure of the same.

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

6 **V. Funding Requirements**

7 1. All obligations of COUNTY are subject to appropriation of resources by various Federal, State and local
8 agencies.

9 2. This contract is valid and enforceable only if sufficient funds are made available to COUNTY for the
10 purpose of this PROJECT. In addition, this agreement is subjected to any additional restrictions,
11 limitations, conditions or any statute enacted by Congress, State Legislature or COUNTY that may affect
12 the provisions, terms or funding of this contract in any manner.

13 3. It is mutually agreed that if sufficient funds for the program are not appropriated, this contract will be
14 amended to reflect any reduction in funds.

15 **ARTICLE V • PERFORMANCE**

16 **A. Performance Period**

17 1. This contract shall begin upon notification to proceed by the COUNTY CONTRACT MANAGER.

18 2. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until it
19 is fully executed and approved by COUNTY.

20 3. CONSULTANT shall perform WORK ASSIGNMENT services in accordance with the provisions set forth
21 in Appendix B, Schedule of Services, which is attached hereto and incorporated herein by reference.

22 4. Where CONSULTANT is required to prepare and submit maps, studies, reports, etc., to COUNTY, these
23 shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to direct revisions,
24 prior to final submission.

25 5. When COUNTY determines that CONSULTANT has satisfactorily completed the PROJECT services,
26 COUNTY shall give CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall not incur
27 any further costs hereunder unless so specified in the Notice of Final Acceptance. CONSULTANT may
28 request a Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all
29 covenants as stipulated in this contract.

1 6. Time is of the essence in this agreement.

2 **B. Time Extensions**

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

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

12 **C. Reporting Progress**

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

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

23 **D. Evaluation of CONSULTANT**

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

25 **ARTICLE VI • COMPENSATION**

26 **A. Work Authorization**

27 CONSULTANT shall not commence performance of any work or WORK ASSIGNMENT services until so
28 directed by the COUNTY CONTRACT MANAGER. No payment will be made prior to approval of this
29 contract and issuance of a Work Assignment.

B. Basis of Compensation

1. WORK ASSIGNMENT services as provided under this agreement as described in the Scope of Services, shall be compensated for as defined in Appendix C, Budget, which is attached hereto and incorporated herein by reference. The total amount of the Contract is not to exceed \$250,000.00 per year
2. Prior authorization in writing by the COUNTY CONTRACT MANAGER will be required before CONSULTANT enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies, equipment or consultant services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
3. For purchase of any item, service or consulting work not covered in CONSULTANT's proposal and exceeding \$500, with prior authorization by the COUNTY CONTRACT MANAGER, three competitive quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.
4. Any equipment purchased as a result of this contract is subjected to the following: CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$500 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit. At the conclusion of the contract or if the contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value or sell such equipment at the best price obtainable at a public or private sale in accordance with established COUNTY procedures and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined, at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by COUNTY, and CONSULTANT. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY and AGENCIES.
5. The consideration to be paid CONSULTANT, as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
6. CONSULTANT agrees that the Contract Cost Principles and Procedures, CFR 48, Federal Acquisition Regulations Systems, Chapter 1, Part 31, shall be used to determine the allowability of individual items of cost.

1 7. CONSULTANT also agrees to comply with Federal procedures in accordance with Office of Management
2 and Budget Circular A-102, Uniform Administrative Requirements for Grants-in-Aid to State and Local
3 Governments.

4 8. In the event of errors or omissions in any work product, CONSULTANT shall perform the necessary
5 environmental services required to correct such errors and omissions without additional charge to
6 COUNTY.

7 **C. Progress Payments**

8 1. CONSULTANT shall submit monthly invoices for each Work Assignment in accordance with Appendix C,
9 Budget, and in accordance with COUNTY Engineering Services Invoicing Procedures.

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

13 3. Payments will be made as promptly as fiscal procedures will permit upon receipt by the COUNTY
14 CONTRACT MANAGER of itemized invoices.

15 **ARTICLE VII • GIS Information**

16 A. "GIS Information" shall include GIS digital files (including the information or data contained therein) and any
17 other information, data, or documentation from County GIS (regardless of medium or format) that is provided
18 pursuant to this agreement.

19 B. CONSULTANT acknowledges that the unauthorized use, transfer, assignment, sublicensing, or disclosure of
20 the GIS information, documentation, or copies thereof will substantially diminish their value to COUNTY.
21 CONSULTANT acknowledges and agrees that COUNTY GIS information is a valuable proprietary product,
22 embodying substantial creative efforts, trade secrets, and confidential information and ideas. COUNTY GIS
23 information is and shall remain the sole property of COUNTY; and there is no intention of COUNTY to transfer
24 ownership of COUNTY GIS information.

25 C. COUNTY GIS information is made available to CONSULTANT solely for use in the normal course of
26 CONSULTANT's business to produce reports, analysis, maps and other deliverables only for this contract and
27 as described within the Scope of Services or authorized Work Assignments.

28 D. CONSULTANT agrees to indemnify and hold harmless COUNTY, its officers, employees and agents from any
29 and all liabilities, claims, actions, losses or damages relating to or arising from CONSULTANT's use of

1 COUNTY GIS information.

2 E. GIS information cannot be used for all purposes; and GIS information may not be complete for all purposes.
3 Additional investigation or research by CONSULTANT into other sources will be required. GIS information is
4 intended only as an information base and is not intended to replace any legal records. COUNTY has used
5 and will continue to use its best efforts to correctly input into COUNTY GIS the information contained in
6 various legal and other records; but COUNTY accepts no responsibility for any conflict with actual legal
7 records or for information not transferred from legal records to COUNTY GIS. COUNTY has attempted to
8 update GIS information as often as is practically feasible. However, CONSULTANT should be aware that GIS
9 information may not be current and changes or additions to the information contained in COUNTY GIS may
10 not yet be reflected in COUNTY GIS.

11 F. COUNTY accepts no responsibility for the use of GIS information; and COUNTY provides no warranty for the
12 use of COUNTY GIS or COUNTY GIS information by CONSULTANT. THE WARRANTIES SPECIFICALLY
13 SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED,
14 INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE;
15 AND SUCH OTHER WARRANTIES ARE HEREBY EXCLUDED.

16 G. Final plans, drawings or other work product will be provided in an electronic format suitable for inclusion within
17 the County GIS or CADD Systems by CONSULTANT and will contain the appropriate meta data and will be
18 geographically registered using a appropriate coordinate system such as the California State Plane
19 Coordinate System NAD 83.


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ARTICLE VIII • APPROVALS


COUNTY Approvals

RECOMMENDED FOR APPROVAL:

 Dated: 9/7/11

JUAN C. PEREZ
Director of Transportation

APPROVED AS TO FORM:
PAMELA J. WALLS, COUNTY COUNSEL

 Dated: 9/8/11
By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

PRINTED NAME
Chairman, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

KECIA HAPER-IHEM
Clerk of the Board

Environmental Services Agreement

CONSULTANT Approvals

CONSULTANT:

 Dated: 8/29/11

SUSAN K. GOLDBERG
PRINTED NAME
VICE PRESIDENT
TITLE

CONSULTANT:

_____ Dated: _____

PRINTED NAME

TITLE

APPENDIX A • ARTICLE AI • INTRODUCTION

A. DESCRIPTION

Services provided under this contract will be performed on an on-call basis to the Riverside County Transportation Department for transportation related Work Assignments located throughout Riverside County. CONSULTANT will provide technical, administrative, managerial and other types of services in support of day-to-day operations of COUNTY staff.

B. COORDINATION

CONSULTANT may be required to coordinate with other involved agencies. Coordination may include, but will not necessarily be limited to the following:

- Relevant Cities
- Regional Water Quality Control Board
- Federal and State Resource Agencies
- CALTRANS
- Federal Highway Administration
- Native American Tribes

All meetings with other outside agencies will be scheduled by CONSULTANT with approval of COUNTY.

C. STANDARDS

Documents shall be prepared in accordance with COUNTY's regulations, policies, procedures, manuals and standards including possible compliance with California Department of Transportation (Caltrans) and Federal Highway Administration (FHWA) requirements.

1. Environmental

The Federal and state requirements for environmental analysis and impact assessment procedures are to be followed and the content of the environmental surveys, environmental technical reports, and environmental documents are set forth in the National Environmental Policy Act (NEPA), the California Environmental Quality Act (CEQA) and other applicable federal and state regulations.

1 **D. KEY PERSONNEL**

2 The CONSULTANT has represented to the COUNTY that certain key personnel will perform the services and
3 if one or more of such personnel should become unavailable, CONSULTANT may substitute other personnel
4 of at least equal competence only after prior written approval by the COUNTY CONTRACT MANAGER has
5 been secured. The key personnel for performance of this PROJECT are:

NAME	POSITION
Susan K. Goldberg	ENVIRONMENTAL CONTRACT MANGER

8 **ARTICLE AII • PROJECT ADMINISTRATION**

9 **A. PROJECT MANAGEMENT**

10 1. The ENVIRONMENTAL CONTRACT MANAGER will maintain ongoing liaison with the COUNTY
11 CONTRACT MANGER and other affected agencies to promote effective coordination during the course of
12 working on assignment.

13 **B. COST ACCOUNTING**

14 1. The CONSULTANT will prepare monthly reports of expenditures for each on-call assignment.
15 Expenditures include direct labor costs, other direct costs and subconsultant costs. These reports will be
16 included as supporting data for invoices presented to the COUNTY every month.

17 **C. SCHEDULING**

18 1. Schedules will be prepared for each specific assignment.

19 **ARTICLE AIII • SCOPE OF WORK**

20 The scope of work for this project is to provide on-call Environmental Services to the Riverside County
21 Transportation Department for transportation related Work Assignments located throughout Riverside County.

1 Services will be performed at the request of the COUNTY CONTRACT MANAGER. CONSULTANT and/or
2 COUNTY shall prepare a written scope of work and schedule for each Work Assignment. CONSULTANT and
3 COUNTY shall negotiate and establish a budget that is consistent with the scope of work and the
4 CONSULTANT's billing rates as provided in Appendix C. Each Work Assignment shall be memorialized in writing
5 and approved by the Director of Transportation and by the ENVIRONMENTAL CONTRACT MANAGER or
6 authorized designee's. The yearly sum of the authorized budget for CONSULTANT's WORK ASSIGNMENTS
7 shall not exceed the annual authorized amount as defined in Appendix C.

8 The selected firm may be required to provide on-call services that include but are not limited to the following:

9 **A. PROJECT APPROVALS / GOVERNMENT LIAISON**

10 CONSULTANT will work with Caltrans, Riverside County Transportation Commission (RCTC), cities, resource
11 agencies, permitting agencies and others to get a project approved. CONSULTANT will provide services including
12 but not limited to project advocacy, management, implementation, facilitation, strategy, and consulting for the
13 planning, environmental, preliminary engineering, design and pre-construction phases of transportation
14 infrastructure improvements.

15 **B. ENVIRONMENTAL WORK PRODUCTS**

16 Cultural

- 17 • CEQA and/or NEPA/NHPA – Section 106
- 18 • Historic Property Survey Reports
- 19 • Archeological Survey Reports
- 20 • Historical Resources Evaluation Report
- 21 • HABS/HAER
- 22 • Bridge Evaluations
- 23 • Extended Phase I

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- Archaeological Evaluation Report (Phase II)
- Data Recovery Plan (Phase III)
- Construction Monitoring Documentation and Reporting

Paleontological

- Paleontological - Paleontological Identification Report (PIR)
- Paleontological Evaluation Report (PER)
- Paleontological Mitigation Plan (PMP)
- Paleontological Mitigation Report (PMR)
- Paleontological Stewardship Summary (PSS)
- Construction Monitoring Documentation and Reporting

APPENDIX B • ARTICLE BI • INTRODUCTION

CONSULTANT shall perform the covenants set forth in Appendix A, Scope of Services in accordance with the performance requirements of Article V of this agreement and with the following Schedule of Services. This agreement shall permit the issuance of Work Assignments until June 30, 2014. COUNTY and CONSULTANT may enter into a one-year supplemental extension to this contract for the purpose of authorizing work assignments. This contract may be extended up to two times, for a period not to exceed two years from the original date of the contract. All authorized WORK ASSIGNMENTS shall be completed within two years of the final authorized date for approving WORK ASSIGNMENTS. All Covenants set forth in this agreement shall therefore be completed by June 30, 2018, unless extended by supplemental agreement.

Contract expiration time frames for issuance of work authorizations

Agreement	Contract Execution Date to June 30, 2014		
Supplement 1	July 1, 2014 to June 30, 2015	(Requires Board Authorization)	
Supplement 2	July 1, 2015 to June 30, 2016	(Requires Board Authorization)	

Deliverables schedules will be prepared for each specific Work Assignment that CONSULTANT is assigned.

1 Satisfactory performance and completion of the services under this Agreement shall be compensated based upon
2 the Fee Schedule outlined below and based on a negotiated budget for each specific work assignment.

3 COUNTY will compensate CONSULTANT for hours worked by CONSULTANT's staff in performance of the work
4 in accordance with the attached Fee Schedule. Actual costs for a Work Assignment shall not exceed the
5 estimated costs. If actual costs exceed the estimated costs, a new separate Work Assignment and associated
6 fee must be authorized for the additional services. The sum of the WORK ASSIGNMENTS authorized during
7 each year shall not exceed the maximum annual amount.

8 **APPENDIX C • ARTICLE CI • ELEMENTS OF COMPENSATION**

9 Compensation for the Services will be comprised of the following elements: DIRECT LABOR COSTS, OTHER
10 DIRECT COSTS and OUTSIDE SERVICES.

11 **A. DIRECT LABOR COSTS**

12 Direct Labor costs shall be paid in an amount equal to the billing rates provided in section ARTICLE CV •
13 BILLING RATES. Billing rates for staff positions not listed in the billing rates will be based on negotiated rates
14 for each.

15 **B. OTHER DIRECT EXPENSES**

16 Additional Direct Costs, directly identifiable to the performance of the services of this Agreement, shall be
17 reimbursed at the rates defined in each work assignment, or at actual invoiced cost.

18 Travel by air and travel in excess of 100 miles from CONSULTANT's office nearest to COUNTY's office must
19 have COUNTY's prior written approval to be reimbursed under this Agreement.

20 **C. OUTSIDE SERVICES**

21 Outside services shall be paid in accordance with the negotiated cost proposal for each Work Assignment.

22 **ARTICLE CII • INVOICING**

23 CONSULTANT shall submit invoices in accordance with the Environmental Services Agreement ARTICLE VI •
24 COMPENSATION and with the following requirements.

- 25 1. Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed
26 in writing by the COUNTY CONTRACT MANAGER.
- 27 2. Billings for direct labor, other direct expenses and outside services shall be included in CONSULTANT's
28 monthly invoice submittals and shall be in conformance with the COUNTY Engineering Services Invoicing
29 Procedures.

- 3. The charges for each individual assigned under this Agreement shall be listed separately.
- 4. Charges of \$500.00 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation such as invoices, telephone logs, etc.
- 5. Each invoice shall bear a certification signed by the ENVIRONMENTAL CONTRACT MANAGER or an officer of the firm, which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

ARTICLE CIII • PAYMENT

Progress payments shall be made in accordance with the Environmental On-Call Services Agreement ARTICLE VI • COMPENSATIONS.

ARTICLE CIV • COST PROPOSAL

The total annual amount of services to be performed under this contract is not to exceed \$250,000 unless approved in writing by COUNTY.

Annual Budget Amounts

Year	Amount
Contract Execution Date to June 30, 2012	\$250,000
July 1, 2012 to June 30, 2013	\$250,000
July 1, 2013 to June 30, 2014	\$250,000
July 1, 2014 to June 30, 2015	\$250,000 (Extension requires Board Authorization)
July 1, 2015 to June 30, 2016	\$250,000 (Extension requires Board Authorization)

ARTICLE CV • BILLING RATES

Billing Rates are given below and are subject to the following:

A. PREMIUM OVERTIME

Billing Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this contract. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier.

B. BILLING RATES

Billing Rates shown herein are in effect for three years following the effective date of the contract. Thereafter, CONSULTANT may request adjustments to individual rates on an annual basis. CONSULTANT shall notify

1 COUNTY in writing requesting a change in the rates included herein. All adjustments to rates shall be subject
2 to approval by the County Director of Transportation, or his designee.

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Riverside County On-Call Environmental Consulting Services
Billing Rate Work Sheet

COMPANY: Applied EarthWorks, Inc. & SWCA

Multiplier Calculation

A Direct Labor	100.00%
B Benefits	44.50%
C Overhead	74.50%
D Total (A + B + C)	<u>219.00%</u>

E Profit 10.00%

F Other (explain)

G Total Multiplier $((D \times (1 + E)) + F)$ **240.90%**

Multiplier Calculation - SWCA

A Direct Labor	100.00%
B Benefits	54.44%
C Overhead	133.12%
D Total (A + B + C)	<u>287.56%</u>

E Profit 10.00%

F Other (explain)

G Total Multiplier $((D \times (1 + E)) + F)$ **316.32%**