

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

123A



**FROM:** TLMA - Transportation Department

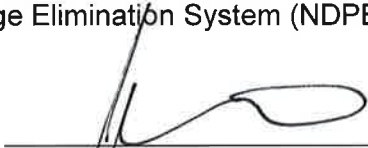
**SUBMITTAL DATE:**  
November 23, 2011

**SUBJECT:** Environmental and Engineering Services Agreement with URS Corporation for On-call National Pollutant Discharge Elimination System (NPDES) Compliance Services

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

1. Approve and execute an Environmental and Engineering Services Agreement between URS Corporation and the County of Riverside.


**BACKGROUND:** National Pollutant Discharge Elimination System (NDPES) services are

  
\_\_\_\_\_  
Juan O. Perez  
Director of Transportation

CS  
(Continued On Attached Page)

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 150,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012
<b>SOURCE OF FUNDS:</b> Measure A – (25%), Gas Tax – (25%), TUMF – (25%), Executive Office NPDES Fund – (25%)				<b>Positions To Be Deleted Per A-30</b> <input type="checkbox"/>
				<b>Requires 4/5 Vote</b> <input type="checkbox"/>

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

~~APPROVE~~  
**APPROVE**  
BY:   
Tina Grande

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
BY:   
MARSHA L. VICTOR  
DATE: 11/16/11

Departmental Concurrence

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

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

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3.35

The Honorable Board of Supervisors

RE: Environmental and Engineering Services Agreement with URS Corporation for On-call National Pollutant Discharge Elimination System (NPDES) Compliance Services

November 23, 2011

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needed to provide access to expertise and additional personnel, enabling the Transportation Department to meet increasing state and federal regulatory compliance demands.

A request for proposals was advertised on March 21, 2011. Six firms submitted qualifications and the top three ranked firms (based upon an evaluation of the proposals) were invited to interview. The written proposals were evaluated by representatives of the Environmental and Construction Sections of the Riverside County Transportation Department.

URS Corporation was selected as one of the top ranked firms to provide NPDES services on an "as needed" basis for a period of three years. This contract will allow URS Corporation to seamlessly provide the Transportation Department continued assistance and guidance with the County's three Municipal Separate Storm Sewer Systems (MS4) Permits, Industrial General Permit, and Construction General Permit. URS Corporation also provides expertise in NPDES compliance relating to ongoing Transportation Department operations at its maintenance yards and material sites through facility inspections and audits and annual preparation of Facility Pollution Prevention Plans.

The contract was developed by negotiations between URS Corporation and the Riverside County Transportation Department. To provide diversity of resources and targeted expertise for other aspects of our operations, an additional two contracts for on-call services have been negotiated with other firms. These contracts may be canceled by the County without cause with a 30 day notice.

Contract No. 11-08-010  
Riverside County Transportation

## **ENGINEERING ON-CALL SERVICES AGREEMENT**

for

**National Pollutant Discharge System (NPDES) Services**

between

**County of Riverside • Transportation Department**

and

**URS Corporation**



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**ENGINEERING SERVICES AGREEMENT**

COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and URS Corporation, a Nevada corporation doing business as URS Corporation Americas, hereinafter referred to as "ENGINEER", located at the following addresses:

County of Riverside • Transportation Department	URS Corporation
4080 Lemon Street, 8 <sup>th</sup> Floor	2020 East First Street, Suite 400
Riverside, CA 92502	Santa Ana, California 92705

do hereby agree as follows:

**ARTICLE I • DESIGNATED CONTACTS**

Coordination of ENGINEER and COUNTY activities shall be accomplished through an ENGINEERING CONTRACT MANAGER, and a COUNTY CONTRACT MANAGER.

The ENGINEERING CONTRACT MANAGER for ENGINEER shall be:

Joseph Long, PE

The COUNTY CONTRACT MANAGER for COUNTY shall be:

Claudia Steiding, NPDES Coordinator, or her 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. ENGINEER 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. ENGINEER and/or COUNTY shall prepare a written scope of work and schedule for each Work Assignment. ENGINEER and COUNTY shall negotiate and establish a budget that is consistent with the scope of work and the ENGINEER's billing rates. Each Work Assignment shall be memorialized in writing and approved by the Director of Transportation and by the ENGINEERING 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 ENGINEERING 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 contract is not assignable by ENGINEER either in whole or in part.

**C. Subcontracts**

1. ENGINEER 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 by this contract or by a specific WORK ASSIGNMENT.
2. In the event ENGINEER subcontracts any portion of ENGINEER's duties under this contract, ENGINEER shall require its subcontractors to comply with the terms of this contract in the same manner as required



1 of ENGINEER including, but not limited to; indemnification of the COUNTY, requiring the same insurance  
2 of Subcontractors as required of ENGINEER, and having Subcontractor's insurance name the COUNTY  
3 as Additional Insured for each type of insurance where this Agreement requires ENGINEER's insurance  
4 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 ENGINEERING CONTRACT MANAGER or authorized designee's.
- 13 3. There shall be no change in the ENGINEERING CONTRACT MANAGER or key members of the  
14 ENGINEER'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  
16 authorized by the COUNTY CONTRACT MANAGER for work that is generally consistent with the  
17 approved scope of services and does not require funding in excess of the amount approved for the  
18 WORK ASSIGNMENT.

19 **E. COUNTY Directives**

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

22 **F. Liability**

- 23 1. ENGINEER has total responsibility for the accuracy and completeness of all data, reports, plans,  
24 specifications and estimates prepared under WORK ASSIGNMENTS and shall check all such material  
25 accordingly. COUNTY will review all work product deliverables. The responsibility for accuracy and  
26 completeness of such items remains solely that of ENGINEER. Neither COUNTY'S review or approval  
27 shall give rise to any liability or responsibility on the part of COUNTY, or waive any of COUNTY'S rights,  
28 or relieve ENGINEER of its professional responsibilities or obligations under this contract.
- 29 2. The plans, designs, estimates, calculations, reports and/or other documents furnished in accordance with

1 the WORK ASSIGNMENTS shall meet the criteria for acceptance and be a product of neat appearance,  
2 well 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 use  
5 by COUNTY, it shall be marked "Draft" or similar designation to indicate it is not ready for use by  
6 COUNTY. COUNTY expects that all work products not so designated is ready for use.

- 7 5. The page identifying preparers of engineering reports, the title sheet for specifications and each sheet of  
8 plans, shall bear the professional seal, certificate number, registration classification, expiration date of the  
9 certificate, and signature of the professional engineer(s) responsible for their preparation.
- 10 6. COUNTY and ENGINEER agree that plans, drawings or other work products prepared by ENGINEER are  
11 for the exclusive use of COUNTY and will be used by COUNTY for the project for which they were  
12 specifically designed. ENGINEER shall not be responsible for use of such plans, drawings or other work  
13 products if used on a different project without the written authorization or approval by ENGINEER.
- 14 7. ENGINEER acknowledges that the plans, drawings and/or other work products may be used by COUNTY  
15 for the intended project regardless of any disputes that may develop between ENGINEER and COUNTY.  
16 All plans, drawings, or other work product shall be deemed the sole and exclusive property of COUNTY  
17 and ownership thereof is irrevocably vested in COUNTY whether the project is executed or not.
- 18 8. ENGINEER, and the agents and employees of ENGINEER, in the performance of this contract, shall act  
19 in an independent capacity and not as officers, employees or agents of COUNTY.

20 **G. Indemnification and Defense**

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



1 professional services, ENGINEER shall indemnify Indemnitees whether or not ENGINEER is negligent.

- 2 2. The duty to indemnify does not include loss, suits, claims, demands, actions, or proceedings caused by  
3 actual negligence of Indemnitees; however, any actual negligence of Indemnitees will only affect the duty  
4 to indemnify for the specific act found to be negligence, and will not preclude a duty to indemnify for any  
5 act or omission of ENGINEER.
- 6 3. ENGINEER shall defend and pay, at its sole expense, all costs and fees, including but not limited to  
7 attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or  
8 proceedings based or alleged to be based on any act or omission of ENGINEER arising out of or from the  
9 performance of services under this contract. The duty to defend applies to any alleged or actual  
10 negligence, recklessness, willful misconduct, error or omission of ENGINEER. The duty to defend shall  
11 apply whether or not ENGINEER is a party to the lawsuit, and shall apply whether or not ENGINEER is  
12 directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or  
13 found to be actively negligent, unless the act or omission at issue was caused by the sole active  
14 negligence of Indemnitees.
- 15 4. The specified insurance provisions and limits required in this contract shall in no way limit or circumscribe  
16 ENGINEER'S obligations to indemnify and hold harmless Indemnitees from third party claims.
- 17 5. In the event there is conflict between the indemnity and defense provisions and California Civil Code  
18 Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil  
19 Code sections 2782 and 2782.8.

#### 20 **H. Quality Control**

21 ENGINEER shall implement and maintain the following quality control procedures during the preparation  
22 of the plans and documents prepared under this contract. ENGINEER shall have a quality control plan in  
23 effect during the entire time services are being performed under this contract. The plan shall establish a  
24 process whereby calculations are independently checked, plans checked, corrected and back-checked,  
25 and all job related correspondence and memoranda routed and received by affected persons and then  
26 bound in appropriate job files. Where several drawings show different work in the same area, means  
27 shall be provided to avoid conflicts and misalignment in both new and existing improvements. Evidence  
28 that the quality control plan is functional may be requested by the COUNTY CONTRACT MANAGER. All  
29 plans, calculations documents and other items submitted to the COUNTY CONTRACT MANAGER for

1 review shall be marked clearly as being fully checked and that the preparation of the material followed the  
2 quality control plan established for the work.

3 **I. Value Engineering**

- 4 1. Elements of each WORK ASSIGNMENT may be considered for Value Engineering Studies. To this end,  
5 the COUNTY CONTRACT MANAGER may direct the ENGINEER to examine the various elements of a  
6 design segment and submit an informal written statement or memorandum addressing those elements  
7 where it appears significant savings and other advantages can be realized. The statement shall be  
8 sufficiently informative to enable COUNTY to determine whether to direct a detailed Value Engineering  
9 Study or possibly direct immediate design changes where the value of the change is apparent without the  
10 need of detailed study and analysis.
- 11 2. ENGINEER or its subcontractors shall not incorporate in the design materials or equipment of single or  
12 sole source origin without written approval of COUNTY. Proprietary names of material or equipment shall  
13 not be used in the plans and specifications.

14 **J. Extra Work**

- 15 1. ENGINEER shall not perform Extra Work until receiving written authorization from the COUNTY  
16 CONTRACT MANAGER.
- 17 2. In the event that COUNTY directs ENGINEER to provide services constituting Extra Work, COUNTY shall  
18 provide extra compensation to the ENGINEER through the approval of a separate WORK ASSIGNMENT  
19 package. Allowable compensation for approved extra work will be based on the provisions of the  
20 approved WORK ASSIGNMENT.
- 21 3. In the event the extra work exceeds the annual maximum budget amount authorized under the terms of  
22 this contract, an amendment to this contract providing for such compensation for Extra Work shall be  
23 issued by COUNTY to ENGINEER. Such Amendment shall not be effective until executed by both  
24 parties.

25 **K. Disputes**

- 26 1. In the event ENGINEER considers any work demanded of him to be outside the requirements of the  
27 contract, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall promptly  
28 upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon  
29 he shall proceed without delay to perform the work or to conform to the order, instruction, or decision; but

1 unless ENGINEER finds such order, instruction, or decision satisfactory, he shall within 20 days after  
2 receipt of same, file a written protest with COUNTY stating clearly and in detail his objections and reasons  
3 therefore. Except for such protests or objections as are made of record in the manner specified and  
4 within the time stated herein, and except for such instances where the basis of a protest could not  
5 reasonably have been foreseen by ENGINEER within the time limit specified for protest, ENGINEER  
6 hereby waives all grounds for protests or objections to the orders, instruction, or decisions of COUNTY  
7 and hereby agrees that, as to all matters not included in such protests, the orders, instructions and  
8 decisions of COUNTY will be limited to matters properly falling within COUNTY's authority.

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

14 **L. Termination Without Cause**

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

26 **M. Termination for Lack of Performance**

27 COUNTY may terminate this contract and be relieved of the payment of any consideration to ENGINEER  
28 should ENGINEER fail to perform the covenants herein contained at the time and in the manner herein  
29 provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed



1 proper by COUNTY. In such event, ENGINEER shall be paid only for work completed and delivered to  
2 COUNTY in a timely and successful manner.

3 **N. Insurance**

4 Without limiting or diminishing the ENGINEER's obligation to indemnify or hold the COUNTY harmless,  
5 ENGINEER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following  
6 insurance coverages and shall satisfy the following terms during the term of this contract, or for a term  
7 otherwise specified herein.

8 1. Workers' Compensation:

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

13 2. Commercial General Liability:

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

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

28 The policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If  
29 such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no

1 less than two (2) times the occurrence limit.

2 The Policy shall provide a defense to the County insureds for any loss, suits, claims, demands, actions, or  
3 proceedings caused by an actual or alleged act or omission of ENGINEER, its directors, officers,  
4 partners, employees, agents or representatives or any person or organization for whom ENGINEER is  
5 responsible, arising out of or from the performance of services under this contract. A defense is required  
6 if the loss, suits, claims, demands, actions, or proceedings are based on the negligence of the County  
7 insureds unless the negligence of the County insureds is the sole cause of the loss, suits, claims,  
8 demands, actions, or proceedings.

9 3. Vehicle Liability:

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

20 4. Professional Liability:

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



1 Coverage provided under items; 1), 2) or 3) will continue for as long as allowed by law.

2 5 General Insurance Provisions - All lines:

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

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

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

1           endorsements or policies of insurance including all endorsements and any and all other attachments  
2           as required in this Section. Submittal of certificates to County and review or approval of certificates  
3           by County does not relieve ENGINEER of its duties to provide insurance which fully complies with the  
4           terms stated above.

5           d. It is understood and agreed by the parties hereto and the ENGINEER's insurance company(s), that  
6           the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary  
7           insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-  
8           insured programs shall not be construed as excess.

9           e. If, during the term of this contract or any extension thereof, there is a material change in the scope of  
10          services or performance of work the Risk Manager of the County of Riverside reserves the right to  
11          adjust the types of insurance required under this contract and the monetary limits of liability for the  
12          insurance coverages required herein, if, in the County Risk Manager's reasonable judgment, the  
13          amount or type of insurance carried by the ENGINEER has become inadequate.

14          f. ENGINEER shall pass down the insurance obligations contained herein to all tiers of subcontractors  
15          working under this contract.

16   **O. Conflict of Interest**

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

27   **P. Legal Compliance**

28           ENGINEER shall comply with all Federal, State and local laws, statutes, ordinances, rules and  
29           regulations, and the orders and decrees of any courts or administrative bodies or tribunals currently in



1 effect and in any manner affecting the performance of this contract, including, without limitation, workers'  
2 compensation laws and licensing and regulations.

3 **Q. Nondiscrimination**

- 4 1. During the performance of this contract, ENGINEER and its Subcontractors shall not unlawfully  
5 discriminate against any employee or applicant for employment because of race, religion, color, national  
6 origin, ancestry, physical handicap, medical condition, marital status, age or sex. ENGINEER and  
7 Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government  
8 Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California  
9 Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment  
10 and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of  
11 Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference  
12 and made a part hereof as if set forth in full. ENGINEER and its Subcontractors shall give written notice  
13 of their obligations under this clause to labor organizations with which they have a collective bargaining or  
14 other agreement.
- 15 2. ENGINEER will provide all information and reports required by the Regulations, or orders and instructions  
16 issued pursuant thereto, and will permit access to its books, records, accounts, other sources of  
17 information, and its facilities as may be determined by COUNTY or AGENCIES to be pertinent to  
18 ascertain compliance with such Regulations, orders and instructions. Where any information required of  
19 ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information,  
20 ENGINEER shall so certify to COUNTY, or the Federal Highway Administration as appropriate and shall  
21 set forth what efforts he has made to obtain the information.
- 22 3. In the event of ENGINEER's noncompliance with the nondiscrimination provisions of this contract,  
23 COUNTY shall impose such contract sanctions as it determines to be appropriate, including, but not  
24 limited to:
- 25 • Withholding of payments to ENGINEER under the contract until ENGINEER complies;
  - 26 • Cancellation, termination, or suspension of the contract in whole or in part.
- 27 4. ENGINEER shall include the nondiscrimination and compliance provisions of this clause in all  
28 subcontracts to perform work under this contract.
- 29 5. ENGINEER 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 affect the method of prosecution of the work by ENGINEER and subject it under certain conditions to penalties and forfeitures. Execution of the contract 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 ENGINEER's certification that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes ENGINEER'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 ENGINEER 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

1 based on hours of experience) or any other classification not appearing in the Federal wage  
2 determinations. Where Federal wage determinations do not contain the State wage rate determination  
3 otherwise available for use by the ENGINEER and subcontractors, the ENGINEER and subcontractors  
4 shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the  
5 employees in question.

6 **S. Review and Inspection**

7 ENGINEER and any Subcontractors shall permit COUNTY and/or AGENCIES to review and inspect  
8 contract activities including review and inspection on a daily basis.

9 **T. Record Retention / Audits**

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

19 **U. Ownership of Data**

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

23 **V. Confidentiality of Data**

- 24 1. All financial, statistical, personal, technical or other data and information which is designated confidential  
25 by COUNTY or AGENCIES, and made available to ENGINEER in order to carry out this contract, shall be  
26 protected by ENGINEER from unauthorized use and disclosure.
- 27 2. Permission to disclose information on one occasion for a public hearing held by COUNTY or AGENCIES  
28 relating to the contract shall not authorize ENGINEER to further disclose such information or disseminate  
29 the same on any other occasion.

3. ENGINEER shall not comment publicly to the press or any other media regarding the contract, including COUNTY or Agencies actions regarding this contract. Communication shall be limited to COUNTY, Agency or ENGINEER's staff that are involved with the project, unless ENGINEER shall be requested by COUNTY to attend a public hearing or respond 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. ENGINEER 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. All obligations of COUNTY are subject to appropriation of resources by various Federal, State and local agencies.
2. This contract is valid and enforceable only if sufficient funds are made available to COUNTY for the purpose of the WORK ASSIGNMENTS. In addition, this contract 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 or terminated to reflect any reduction in funds.

**ARTICLE V • PERFORMANCE**

**A. Performance Period**

1. This Contract shall begin upon notification to proceed by the COUNTY CONTRACT MANAGER.
2. ENGINEER is advised that any recommendation for contract award is not binding on COUNTY until the proposed contract is fully executed and approved by COUNTY.
3. ENGINEER shall perform WORK ASSIGNMENT services in accordance with the provisions set forth in Appendix B, Schedule of Services, which is attached hereto and incorporated herein by reference and in accordance with the terms specifically set forth for each WORK ASSIGNMENT.
4. Where ENGINEER 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 offer comments prior to final submission.

- 1 5. When COUNTY determines that ENGINEER has satisfactorily completed the WORK ASSIGNMENT  
2 services, COUNTY may give ENGINEER a written Notice of Final Acceptance. ENGINEER shall not incur  
3 any further costs hereunder unless so specified in the Notice of Final Acceptance. ENGINEER may  
4 request a Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all  
5 covenants as stipulated in this contract.
- 6 6. Time is of the essence in this contract.

7 **B. Time Extensions**

- 8 1. Any delay in providing WORK ASSIGNMENT services required by this contract occasioned by causes  
9 beyond the control and not due to the fault or negligence of ENGINEER, shall be the reason for granting  
10 an extension of time for the completion of the aforesaid work. When such delay occurs, ENGINEER shall  
11 promptly notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall  
12 ascertain the facts and the extent of the delay and grant an extension of time for the completion of the  
13 work when, in COUNTY's judgment, their findings of fact justify such an extension of time.
- 14 2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not  
15 intended to deny ENGINEER its civil legal remedies in the event of a dispute.

16 **C. Reporting Progress**

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

22 **D. Evaluation of ENGINEER**

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

24 **ARTICLE VI • COMPENSATION**

25 **A. Work Authorization**

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

29 **B. Basis of Compensation**

- 1 1. WORK ASSIGNMENT services as provided under this contract and as described in the Scope of  
2 Services and each WORK ASSIGNMENT, shall be compensated for as defined in Appendix C, Budget,  
3 which is attached hereto and incorporated herein by reference. The total amount of this contract is not to  
4 exceed \$150,000.00 in COUNTY Fiscal Year 2011/2012; \$125,000.00 in COUNTY Fiscal Year  
5 2012/2013; and \$100,000.00 in COUNTY Fiscal Year 2013/2014.
- 6 2. Prior authorization in writing by the COUNTY CONTRACT MANAGER will be required before ENGINEER  
7 enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies, equipment or  
8 consultant services. ENGINEER shall provide an evaluation of the necessity or desirability of incurring  
9 such costs.
- 10 3. For purchase of any item, service or consulting work not covered in ENGINEER's proposal and  
11 exceeding \$500, with prior authorization by the COUNTY CONTRACT MANAGER, three competitive  
12 quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.
- 13 4. Any equipment purchased as a result of this contract is subjected to the following: ENGINEER shall  
14 maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a  
15 useful life of at least two years and an acquisition cost of \$500 or more. If the purchased equipment  
16 needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit. At the  
17 conclusion of the contract or if the contract is terminated, ENGINEER may either keep the equipment and  
18 credit COUNTY in an amount equal to its fair market value or sell such equipment at the best price  
19 obtainable at a public or private sale in accordance with established COUNTY procedures and credit  
20 COUNTY in an amount equal to the sales price. If ENGINEER elects to keep the equipment, fair market  
21 value shall be determined, at ENGINEER's expense, on the basis of a competent independent appraisal  
22 of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by COUNTY, and  
23 ENGINEER. If it is determined to sell the equipment, the terms and conditions of such sale must be  
24 approved in advance by COUNTY and AGENCIES.
- 25 5. The consideration to be paid ENGINEER, as provided herein, shall be in compensation for all of  
26 ENGINEER's expenses incurred in the performance hereof, including travel and per diem, unless  
27 otherwise expressly so provided.
- 28 6. ENGINEER agrees that the Code of Federal Regulations Section 49, Part 18, Uniform Administrative  
29 Requirements for Grants and Cooperative Agreements to State and Local Governments shall be used to

1 determine the allowability of individual items of cost.

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

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

7 **C. Progress Payments**

8 1. ENGINEER shall submit separate invoices for each WORK ASSIGNMENT in accordance with Appendix  
9 C, Budget, the executed WORK ASSIGNMENT and in accordance with COUNTY Engineering Services  
10 Invoicing Procedures.

11 2. ENGINEER shall submit an invoice each month for services performed during the preceding month.  
12 Invoices shall be submitted to the COUNTY CONTRACT MANAGER.

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 contract.

19 B. ENGINEER acknowledges that the unauthorized use, transfer, assignment, sublicensing, or disclosure of the  
20 GIS information, documentation, or copies thereof will substantially diminish their value to COUNTY.  
21 ENGINEER 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 ENGINEER solely for use in the normal course of  
26 ENGINEER's business to produce reports, analysis, maps and other deliverables only for this contract and as  
27 described within the Scope of Services or authorized WORK ASSIGNMENTS.

28 D. ENGINEER 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 ENGINEER's use of COUNTY

1 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 ENGINEER 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, ENGINEER 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 ENGINEER. THE WARRANTIES SPECIFICALLY SET  
13 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 ENGINEER 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: 11/10/11

JUAN C. PEREZ  
Director of Transportation

APPROVED AS TO FORM:

PAMELA J. WALLS, COUNTY COUNSEL

 Dated: 11/16/11

By Deputy

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)

**ENGINEER Approvals**

ENGINEER:

 Dated: 10/4/11

Richard A. Hart  
PRINTED NAME

Vice President  
TITLE

ENGINEER:

Attested by

 Dated: 10-5-11

KRISTIN L. JONES  
PRINTED NAME

SECRETARY  
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. ENGINEER will provide technical, administrative, managerial and other types of services in support of day-to-day operations of COUNTY staff.

B. COORDINATION

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

- Relevant Cities
- CALTRANS
- Regional Water Quality Control Board
- Federal Highway Administration
- Federal and State Resource Agencies
- Utility Companies

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

C. STANDARDS

Standards will be determined on an assignment by assignment basis.

D. KEY PERSONNEL

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

Name	Position
Joseph Long, PE	Project Manager
Barbara Klos	Deputy Project Manager

ARTICLE AII • PROJECT ADMINISTRATION

A. PROJECT MANAGEMENT

1. The ENGINEERING CONTRACT MANAGER will maintain ongoing liaison with the COUNTY CONTRACT MANAGER and other effected agencies to promote effective coordination during the course of working on assignment.

B. COST ACCOUNTING



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

**C. SCHEDULING**

1. Schedules will be prepared for each specific assignment.

**ARTICLE AIII • SCOPE OF WORK**

The scope of work for this contract is to provide on-call services to the Riverside County Transportation Department for transportation related WORK ASSIGNMENTS located throughout Riverside County. Services will be performed at the request of the COUNTY CONTRACT MANAGER. ENGINEER and/or COUNTY shall prepare a written scope of work and schedule for each WORK ASSIGNMENT. ENGINEER and COUNTY shall negotiate and establish a budget that is consistent with the scope of work and the ENGINEER's billing rates as provided in Appendix C. Each WORK ASSIGNMENT shall be memorialized in writing and approved by the Director of Transportation and by the ENGINEERING CONTRACT MANAGER or authorized designee's. The yearly sum of the authorized budget for ENGINEER's WORK ASSIGNMENTS shall not exceed the maximum annual amount as defined in Appendix C.

**A. PROJECT DESCRIPTION**

The COUNTY constructs, operates and maintains highways, rights of way and the associated stormwater drainage systems within Riverside County. These stormwater drainage systems are considered part of the County of Riverside's MS4. In addition, the COUNTY owns and operates maintenance facilities and sand and gravel operations that support the highway construction and maintenance activities. CONSULTANT will assist the COUNTY in activities to comply with the requirements of the National Pollutant Discharge Elimination System (NPDES) stormwater permits and other water quality regulations, including review of existing and proposed compliance requirements, the development of policies, procedures, and program documents, reporting, staff training, and other assistance as requested.

**B. LOCATION**

This PROJECT services shall be provided at various locations within Riverside County. Personnel may be required to report to the COUNTY PROJECT MANAGER at the following locations:

**Claudia Steiding**

**3525 14<sup>th</sup> Street, Riverside, CA 92501**

**C. STANDARDS, REQUIREMENTS & COORDINATION**

The stormwater/water quality regulations and associated requirements include, but are not limited to, the following NPDES permits and regulatory programs:

- 1 Municipal Separate Storm Sewer System permits (MS4 Permits) issued to Riverside County by the Santa Ana (Santa Ana Region), San Diego (Santa Margarita Region) and Colorado River Basin (Whitewater Region) Regional Water Quality Control Boards (Regional Boards);
- 2 California's General Permit for Storm Water Discharges Associated with Industrial Activities (Industrial General Permit) issued by the State Water Resources Control Board;
- 3 California's General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit) issued by the State Water Resources Control Board;
- 4 Total Maximum Daily Loads (TMDLs) for the Santa Margarita River, Santa Ana River, Canyon Lake/Lake Elsinore, and the Coachella Valley Storm Channel; and
- 5 Project-specific Clean Water Act Section 401 Certification requirements.

Additional information regarding the stormwater compliance programs is provided in the Riverside County Drainage Area Management Plan (DAMP) – Santa Ana and Santa Margarita Regions, and the Whitewater River Watershed Stormwater Management Plan.

**SERVICES TO BE PROVIDED**

CONSULTANT will assist in providing general oversight of compliance with the requirements listed in Section C, including the following tasks:

**TASK 1: MEETING ATTENDANCE**

CONSULTANT will participate in meetings with COUNTY or on behalf of the COUNTY as requested including meetings with the COUNTY Water Quality Management Committee, other Permittees in Riverside County, the Regional Boards, State Board, and others as requested by COUNTY.

**TASK 2: REPORTING**

As requested, CONSULTANT will assist COUNTY in preparing preparation, coordination, or review of annual reporting information related to the requirements of the three MS4 permits, the Construction General Permit, the Industrial General Permit, Waste Discharge Requirements, or other information requested by the Regional Boards.

**TASK 3: FACILITY INSPECTION AND POLLUTION PREVENTION PLAN UPDATES**

1 The COUNTY operates several facilities including a number of maintenance yards and materials sites.  
2 CONSULTANT will assist COUNTY in reviewing, updating or preparing PPPs and conducting periodic site  
3 assessments of each facility as requested to verify implementation. The PPPs will be revised as needed to  
4 reflect current conditions and to fully address the PPP requirements described in the Riverside County DAMP.  
5 CONSULTANT will also provide technical assistance to COUNTY staff regarding implementation of PPPs and  
6 general compliance with the stormwater and related water quality requirements.

7 **TASK 4: COUNTY PROJECT WQMP PREPARATION OR REVIEW**

8 The DAMP states that each Permittee (which includes the COUNTY) will incorporate the development of a  
9 project-specific WQMP into the process of planning, designing, and preparing construction plans and  
10 specifications for their public Development Projects or provide an equivalent approach. Development  
11 Projects" refers to "Priority Projects" as defined in the Santa Margarita Region MS4 Permit (includes roads  
12 and highways) or "New Development and Significant Redevelopment" (including roads and highways) as  
13 defined in the 2009 Santa Ana Region MS4 Permit. CONSULTANT will assist COUNTY in meeting WQMP  
14 requirements for projects designed by COUNTY as required by the MS4 permits. This assistance may  
15 include conceptual evaluation of alternatives, preparation of cost estimates, hydrology and hydraulic studies,  
16 design of treatment control BMPs, and preparation of WQMP documentation or review of WQMP  
17 documentation prepared by COUNTY. The scope, schedule and cost of such WQMP assistance will be  
18 developed and approved by the COUNTY on a project-specific basis.

19 **TASK 5: ENCROACHMENT AND EASEMENT POLICIES AND PROCEDURES**

20 The COUNTY issues easements and encroachment permits for access to COUNTY facilities to other public  
21 agencies and private individuals and organizations. CONSULTANT will assist COUNTY in reviewing and  
22 revising or developing policies, procedures, and standard conditions of approval, as necessary, to ensure  
23 compliance with stormwater and other water quality regulatory requirements. As requested, CONSULTANT  
24 will assist COUNTY in developing project-specific conditions of approval for encroachment permits or  
25 easements.

26 **TASK 6: COMPLIANCE WITH CONSTRUCTION GENERAL PERMIT**

27 **Subtask 6A: SWPPP/MRP Review**

28 CONSULTANT will assist COUNTY in reviewing Storm Water Pollution Prevention Plans/Monitoring &  
29 Reporting Plans (SWPPPs/MRPs) prepared by COUNTY's construction contractors for street and highway

1 projects as required by the Construction General Permit. The SWPPPs/MRPs will be reviewed for adequacy  
2 in addressing the requirements of the Construction General Permit. The scope, schedule and estimated cost  
3 of each review will be developed by CONSULTANT and approved by the COUNTY on a project-specific  
4 basis.

5 **Subtask 6B: SWPPP/MRP Preparation**

6 CONSULTANT will prepare SWPPPs/MRPs for COUNTY's street and highway projects as requested by the  
7 COUNTY for compliance with the Construction General Permit. The scope, schedule and estimated cost for  
8 preparation of a SWPPP/MRP will be developed by CONSULTANT and approved by the COUNTY on a  
9 project-specific basis.

10 **Subtask 6C: Permit Coverage**

11 CONSULTANT will assist the COUNTY for ensuring that capital and development review/oversight projects  
12 are complying with the requirements of the Construction General Permit and all applicable De Minimus  
13 Permits/Conditional Waivers. The scope, schedule and estimated cost for these compliance activities will be  
14 developed by CONSULTANT and approved by the COUNTY on a project or task-specific basis.

15 **Subtask 6D: Internal Construction Permit Implementation Reviews**

16 CONSULTANT will conduct internal audit reviews of the COUNTY's capital construction projects for  
17 compliance with the Construction General Permit. The scope, schedule and estimated cost of each review  
18 will be developed by CONSULTANT and approved by the COUNTY on a project-specific basis.

19 **TASK 7: GIS, INSPECTION AND MAINTENANCE PROGRAMS**

20 CONSULTANT will provide assistance on the COUNTY's Geographic Information Systems (GIS) program  
21 and other methods and procedures used to ensure compliance with maintenance and tracking requirements  
22 specified by the COUNTY's MS4 Permit. The CONSULTANT will also provide assistance on facility  
23 inspections and recommendations on existing COUNTY maintenance activities. The scope, schedule and  
24 estimated cost of each review will be developed by CONSULTANT and approved by the COUNTY on a task-  
25 specific basis.

26 **TASK 8: PROJECT-SPECIFIC CLEAN WATER ACT SECTION 401 CERTIFICATION REQUIREMENTS**

27 CONSULTANT will provide advice and assistance to COUNTY on project-specific Clean Water Act Section  
28 401 Water Quality Certifications. This task may include review of project-specific WQMPs to assess  
29 achievement of, or compliance with, various Regional Board standards, requirements, and/or guidance;

1 recommendations on necessary and acceptable BMPs based on Regional Board standards, requirements,  
2 and/or guidance and COUNTY standards; and negotiation with Regional Board staff.

3 **TASK 9: IMPROVEMENTS TO THE COUNTY'S NPDES PROGRAM**

4 Consultant will provide advice and assistance on improvements to the COUNTY's existing and future NPDES  
5 program. This task may include, but not limited to, training, drafting water quality specifications, creating  
6 procedures, and updating the COUNTY's NPDES policy.

7 **TASK 10: OTHER ASSISTANCE AS REQUESTED**

8 CONSULTANT will provide other technical and regulatory assistance, including staffing assistance, in support  
9 of the stormwater and water quality regulatory compliance program as requested by the COUNTY.

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**APPENDIX B • ARTICLE BI • INTRODUCTION**

ENGINEER 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 ENGINEER may enter into a one-year supplemental extension to this contract for the purpose of authorizing WORK ASSIGNMENTS. This Agreement may be extend up to two times, for a period not to exceed two years from the original date of the Agreement. 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, 2016, unless extended by supplemental agreement.

**Contract expiration time frames for issuance of work authorizations are:**

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 ENGINEER is assigned.

1 Satisfactory performance and completion of the services under this Agreement shall be compensated based upon  
2 the Fee Schedule outlined herein and based on a negotiated budget for each specific WORK ASSIGNMENT.  
3 COUNTY will compensate ENGINEER for hours worked by ENGINEER's staff in performance of the work in  
4 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  
6 associated fee must be authorized for the additional services. The sum of the WORK ASSIGNMENTS authorized  
7 during 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 contract, 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 ENGINEER's office nearest to COUNTY's office must  
19 have COUNTY's prior written approval to be reimbursed under this Contract.

20 **C. OUTSIDE SERVICES**

21 Outside services shall be paid in accordance with the negotiated cost proposal for each WORK  
22 ASSIGNMENT.

23 **ARTICLE CII • INVOICING**

24 ENGINEER shall submit invoices in accordance with the Engineering Services Agreement ARTICLE VI •  
25 COMPENSATION and with the following requirements.

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



1 Procedures.

2 3. The charges for each individual assigned under this Contract shall be listed separately.

3 4. Charges of \$500.00 or more for any one item of Additional Direct Costs shall be accompanied by  
4 substantiating documentation such as invoices, telephone logs, etc.

5 5. Each invoice shall bear a certification signed by the ENGINEERING CONTRACT MANAGER or an  
6 officer of the firm, which reads as follows:

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

9 **ARTICLE CIII • PAYMENT**

10 Progress payments shall be made in accordance with the Engineering Services Agreement ARTICLE VI •  
11 COMPENSATIONS.

12 **ARTICLE CIV • COST PROPOSAL**

13 The total annual amount of services to be performed under this contract is not to exceed \$150,000 in COUNTY  
14 Fiscal Year 2011/2012; \$125,000 in COUNTY Fiscal Year 2012/2013; and \$100,000 in COUNTY Fiscal Year  
15 2013/2014 unless approved in writing by COUNTY.

16 **Annual Budget Amounts...**

17 <b>Year</b>	17 <b>Amount</b>
18 Contract Execution Date to June 30, 2012	\$150,000
19 July 1, 2012 to June 30, 2013	\$125,000
20 July 1, 2013 to June 30, 2014	\$100,000
21 July 1, 2014 to June 30, 2015	\$100,000 (Extension requires Board Authorization)
22 July 1, 2015 to June 30, 2016	\$100,000 (Extension requires Board Authorization)

23 **ARTICLE CV • BILLING RATES**

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

25 **A. PREMIUM OVERTIME**

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

29 **B. BILLING RATES**

1 Billing Rates shown herein are in effect through June 30, 2014. Thereafter, ENGINEER may request  
2 adjustments to individual rates on an annual basis. ENGINEER shall notify COUNTY in writing requesting a  
3 change in the rates included herein. All adjustments to Billing Rates shall be subject to approval by the  
4 County Director of Transportation, or his designee.

Labor Classification	Hourly Billing Rate
Engineer, Geologist, Scientist	\$97.00
Senior Engineer, Geologist, Scientist	\$128.00
GIS/Database Designer	\$138.00
Project Engineer, Geologist, Scientist	\$149.00
Sr. Project Engineer, Geologist, Scientist	\$168.00
Principal Engineer, Geologist, Scientist	\$199.00
Word Processor / Clerical	\$74.00
Field Technician	\$84.00
Drafter/Illustrator	\$84.00
Senior Drafter/Illustrator	\$96.00
Project Administrator	\$96.00
Senior Field Technician	\$99.00

FEE / RATE SCHEDULE



**Schedule of Fees and Charges  
for  
Riverside County Transportation Department**

**Effective through June 30, 2014**

**PERSONNEL CHARGES**

The charge for all time required in the performance of the Scope of Service, including office, field and travel time, will be at the Unit Price Hourly rates set forth below for the labor classifications indicated.

<u>Labor Classification</u>	<u>Hourly Rate</u>
Engineer, Geologist, Scientist	\$ 97
Senior Engineer, Geologist, Scientist	\$ 128
GIS/Database Designer	\$ 138
Project Engineer, Geologist, Scientist	\$ 149
Senior Project Engineer, Geologist, Scientist	\$ 168
Principal Engineer, Geologist, Scientist	\$ 199
Word Processor / Clerical	\$ 74
Field Technician	\$ 84
Drafter/Illustrator	\$ 84
Senior Drafter/Illustrator	\$ 96
Project Administrator	\$ 96
Senior Field Technician	\$ 99

Overtime [hours worked in excess of eight (8) hours per day] by exempt personnel will be charged at the above hourly rate. Overtime by non-exempt personnel will be charged at 1.25 times the above hourly rates.

When URS staff appear as expert witnesses at court trials, mediation, arbitration hearings and depositions, their time will be charged at 2.0 times the standard rate. All time spent preparing for such trials, hearings and depositions, will be charged at the standard labor rate.

September 23, 2011

**OTHER PROJECT CHARGES**

**Subcontractors and Equipment Rental**

The cost of services subcontracted by URS to others and other costs incurred by URS will be charged at cost plus 5%.

**Document Reproduction**

In-house reproduction will be charged at \$.10 a page for black and white and \$1.25 page for color.

**Vehicles and Mileage**

URS field vehicles (pick-ups, vans, trucks, etc.) used on project assignments will be charged at \$80.00 per day. Rental vehicles including fuel will be charged at cost plus 5%. The mileage charge for personal autos will be the mileage rate as established by the Internal Revenue Service and in effect at the time a personal auto is used in providing consulting services.

**BILLING RATES WORKSHEET**

COMPANY:

**URS Corporation**

SCOPE OF WORK:

**On-Call NPDES Services**

DATE:

**September 23, 2011****BILLING RATES**

STAFF NAME	TITLE	RATE
Joseph Long, Project Manager	Principal Engineer	\$199.00
Barbara Klos, Deputy Project Manager	Senior Project Scientist	\$168.00
Kelly O'Connor	Word Processor/Clerical	\$74.00
Kristin Hammond	Word Processor/Clerical	\$74.00
Anthony Fiorentino	Drafter/Illustrator	\$84.00
Sabrina Ventresca	Drafter/Illustrator	\$84.00
Sean Hudgens	Field Technician	\$84.00
Gary Deckert	Senior Field Technician	\$95.00
Juanita Alarcon	Project Administrator	\$96.00
Jimmy Medellin	Senior Engineer	\$128.00
Lisa Berman	Senior Engineer	\$128.00
Megan Hallenbeck	Senior Engineer	\$128.00
Shawna Bennetts	Senior Engineer	\$128.00
Zixuan Chen	Senior Engineer	\$128.00
Lin Lin	GIS/Database Designer	\$138.00
Bryan Paine	Project Engineer	\$149.00
Jerry Pitt	Project Engineer	\$149.00
Cynthia Gabaldon	Senior Project Engineer	\$168.00
Heather Lamberson	Senior Project Engineer	\$168.00
Patricia Samora	Senior Project Engineer	\$168.00
D. Robert Collacott	Principal Scientist	\$199.00
Ed Othmer	Principal Engineer	\$199.00
Steve Borroum	Principal Engineer	\$199.00

OTHER DIRECT EXPENSES	UNIT COST
Reprographics B&W	\$0.10/page
Reprographics Color	\$1.25/page
URS Fleet Vehicle	\$80/day
Personal Vehicle Mileage (or most current IRS mileage rate)	\$0.51/mile
Other miscellaneous expenses (FedEx, 3-ring binders, etc.)	at cost

SUBCONTRACTORS	LABOR	EXPENSES
JCG Consulting	\$150 per hour	at cost