

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

815 A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
May 22, 2013

SUBJECT: On-Call Assessment Engineering Services Agreement with PSOMAS

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached On-Call Assessment Engineering Services Agreement with PSOMAS.
2. Authorize the Chairman of the Board of Supervisors to execute the same.
3. Approve the annual contract amount of \$125,000 for FY 2012-13 through FY 2014-15.

Juan C. Perez
Director of Transportation and Land Management

MPH
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 125,000	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	\$ -0-	Budget Adjustment:	NO
	Annual Net County Cost:	\$ -0-	For Fiscal Year:	2012/2013

SOURCE OF FUNDS: L&LMD 89-1-C (100%) 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
BY:
DALE A. GARDNER
DATE: 5/21/13
Concurrence

Dept'l Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

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

3-65

The Honorable Board of Supervisors

RE: On-Call Assessment Engineering Services Agreement with PSOMAS

May 22, 2013

Page 2 of 2

BACKGROUND: The Transportation Department requests the services of an On-Call Assessment Engineer to prepare new annexations and annual reports for the Landscaping and Lighting Maintenance District 89-1-Consolidated (L&LMD 89-1-C). The L&LMD 89-1-C will continue to be administered on a daily basis by the Transportation Department staff. The On-Call Assessment Engineer will only be called upon to prepare Engineer's Reports, either new annexations or the preparation of Annual Engineer's Reports to the Board of Supervisors.

A Request for Proposal (RFP) was advertised on the Transportation Department's Website and six (6) known assessment engineering based firms were notified of the RFP. Four (4) firms submitted proposals. The written proposals were evaluated by representatives from Riverside County Transportation Department. Three (3) firms were invited to prepare and provide a presentation to the selection committee and answer predetermined questions in an interview type setting. PSOMAS was the selected firm to provide the on-call services requested. PSOMAS is a full-service consulting firm with a separate division dedicated to special district financing. PSOMAS has extensive knowledge with special assessment work within the County of Riverside and has a general understanding of the L&LMD 89-1-C. PSOMAS will be working out of their Riverside office on L&LMD 89-1-C related work. This on-call service will allow the Department to continue timely response to L&LMD 89-1-C related issues in an efficient manner.

This contract is for an annual amount not to exceed \$125,000 and is for a three (3) year term (total aggregate is \$375,000). The County has the option to extend the contract for two (2) additional one (1) year terms. Funding for these services will be provided by the L&LMD 89-1-C directly through annual assessments or developer paid annexation fees.

The County may terminate the Agreement without cause upon thirty (30) days written notice.

County Counsel has approved the Agreement as to form.

Contract No. 13-05-001

Riverside Co. Transportation

ASSESSMENT ENGINEERING SERVICES AGREEMENT



For

**On-Call Assessment Engineering, Annual LMD Engineer's Report
Preparation, and New LMD Annexation Services**

Between

COUNTY OF RIVERSIDE • TRANSPORTATION DEPARTMENT

And

Psomas (Special District Financing Division)

Table of Contents

ARTICLE I • DESIGNATED CONTACTS	3
ARTICLE II • PROJECT DEFINITION	3
ARTICLE III • CONDITIONS	3
A. Notifications	3
B. Assignment	4
C. Subcontracts	4
D. Modifications	4
E. COUNTY Directives	5
F. Liability	5
G. Indemnification and Defense	6
H. Quality Control	7
I. Disputes	7
J. Termination Without Cause	8
K. Termination for Lack of Performance	8
L. Insurance	9
M. Conflict of Interest	12
N. Legal Compliance	13
O. Nondiscrimination	13
P. Review and Inspection	14
Q. Record Retention / Audits	14
R. Ownership of Data	15
S. Confidentiality of Data	15
ARTICLE IV • PERFORMANCE	15
A. Performance Period	15
B. Reporting Progress	16
C. Evaluation of ASSESSMENT ENGINEER	16
ARTICLE V • COMPENSATION	16
A. Work Authorization	16
B. Basis of Compensation	16
C. Progress Payments	16
APPROVALS	18
APPENDICES	
A. Scope of Services	19
B. Budget & Fee Schedule of Services	20

ON-CALL ASSESSMENT ENGINEERING SERVICES AGREEMENT

COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and PSOMAS, hereinafter referred to as "ASSESSMENT ENGINEER", located at the following addressees:

<u>COUNTY:</u>	<u>ASSESSMENT ENGINEER:</u>
County of Riverside Transportation Department	PSOMAS
4080 Lemon Street, 8 th Floor	1500 Iowa Avenue #210
Riverside, CA 92502	Riverside, CA 92507

do hereby agree as follows:

ARTICLE I • DESIGNATED CONTACTS

Coordination of ASSESSMENT ENGINEER and COUNTY activities shall be accomplished through an ASSESSMENT ENGINEERING PROJECT MANAGER and a COUNTY PROJECT MANAGER.

The ASSESSMENT ENGINEERING PROJECT MANAGER for the ASSESSMENT ENGINEER shall be:

- Leni Zarate, Associate, Vice President, PSOMAS
Special District Financing Division

The COUNTY PROJECT MANAGER for COUNTY will be:

- Mark P. Hughes, Principal Engineering Technician, RCTD
Transportation Planning/Development Review/Plan Check Division

ARTICLE II • PROJECT DEFINITION

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

ARTICLE III • CONDITIONS

A. Notifications

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed to the attention of the ASSESSMENT ENGINEERING

1 PROJECT MANAGER or the COUNTY PROJECT MANAGER at the respective addresses provided on
2 page one of this contract.

3 **B. Assignment**

4 Without written consent of COUNTY, this agreement is not assignable by ASSESSMENT ENGINEER in
5 whole or in part.

6 **C. Subcontracts**

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

18 **D. Modifications**

- 19 1. This contract may be amended or modified only by mutual written agreement of the parties. No alteration
20 or variation of the terms of this contract will be valid unless made in writing and signed by the parties
21 hereto and no oral understanding or agreement not incorporated herein, will be binding on any of the
22 parties hereto.
- 23 2. Minor modifications are changes that do not substantially affect the Scope of Service. Minor
24 modifications may be: revisions to the timeline set forth in Budget and Fee Schedule, minor increase in
25 hourly rate in line with CPI rate after completion of the first year; the substitution of County forces for any
26 line item of work that was included in the original Scope of Service. All requests for minor modifications
27 must be approved in writing by the Deputy Director prior to implementing the change.
3. There shall be no change in the ASSESSMENT ENGINEERING PROJECT MANAGER or key members

1 of the PROJECT team without prior written approval by the COUNTY PROJECT MANAGER.

- 2 4. All modifications that do not fit within the definition of a minor modification to the contract shall be
3 considered a major change and must be approved in writing by the ASSESSMENT ENGINEER and
4 COUNTY Board of Supervisors prior to implementing the major change.

5 **E. COUNTY Directives**

6 ASSESSMENT ENGINEERING PROJECT MANAGER shall receive contract directions and
7 interpretations from the COUNTY PROJECT MANAGER.

8 **F. Liability**

- 9 1. ASSESSMENT ENGINEER has total responsibility for the accuracy and completeness of all plans,
10 estimates, calculations, data, reports, and documentation prepared by or on behalf of ASSESSMENT
11 ENGINEER for this PROJECT and shall check all such material accordingly. The data and plans will be
12 reviewed by COUNTY. The responsibility for accuracy and completeness of such items remains solely
13 that of ASSESSMENT ENGINEER. Neither COUNTY'S review or approval shall give rise to any liability
14 or responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve ASSESSMENT
15 ENGINEER of its professional responsibilities or obligations under this Agreement.
- 16 2. The plans, estimates, calculations, data, reports, and other documents furnished in accordance with the
17 Scope of Services shall meet the criteria for acceptance and be a product of neat appearance, well
18 organized, technically and grammatically correct, checked, and having the preparer and checker
19 identified. The minimum standard of appearance, organization and contents shall be of similar types
20 produced by COUNTY and AGENCIES. If any work product submitted is not complete and ready for use
21 by COUNTY on PROJECT, it shall be marked "Draft" or similar designation to indicate it is not ready for
22 use by COUNTY. COUNTY expects that all work product not so designated is ready for and will be used
23 on PROJECT.
- 24 3. The page identifying preparers of engineering reports, the title sheet for calculations and/or each sheet of
25 plans prepared in the performance of this PROJECT, shall bear the professional seal, certificate number,
26 registration classification, expiration date of the certificate, and signature of the professional(s)
27 responsible for their preparation.
4. COUNTY and ASSESSMENT ENGINEER agree that plans, estimates, calculations, data, reports,

1 documents, and/or other work products are for the exclusive use of COUNTY and may be used by
2 COUNTY for the PROJECT described on the face hereof. Such plans, estimates, calculations, data,
3 reports, documents, and/or PROJECT work products may not be changed or used on a different project
4 without the written authorization or approval by ASSESSMENT ENGINEER.

5 5. ASSESSMENT ENGINEER acknowledges that the plans, estimates, calculations, data, reports,
6 documents and/or other work products may be used by COUNTY for the PROJECT regardless of any
7 disputes that may develop between ASSESSMENT ENGINEER and COUNTY. All plans, estimates,
8 calculations, data, reports, documents and/or other work products shall be deemed the sole and exclusive
9 property of COUNTY and ownership thereof is irrevocably vested in COUNTY whether the PROJECT is
10 executed or not.

11 6. ASSESSMENT ENGINEER, and the agents and employees of ASSESSMENT ENGINEER, in the
12 performance of this agreement, shall act in an independent capacity and not as officers, employees or
13 agents of COUNTY.

14 **G. Indemnification and Defense**

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

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

27 3. ASSESSMENT ENGINEER shall defend and pay, at its sole expense, all costs and fees, including but
not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands,

1 actions, or proceedings based or alleged to be based on any act or omission of ASSESSMENT
2 ENGINEER arising out of or from the performance of services under this Agreement. The duty to defend
3 applies to any alleged or actual negligence, recklessness, willful misconduct, error or omission of
4 ASSESSMENT ENGINEER and shall apply whether or not ASSESSMENT ENGINEER is a party to the
5 lawsuit, and shall apply whether or not ASSESSMENT ENGINEER is directly liable to the plaintiffs in the
6 lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent,
7 unless the act or omission at issue was caused by the sole active negligence of Indemnitees.

- 8 4. The specified insurance provisions and limits required in this Agreement shall in no way limit or
9 circumscribe ASSESSMENT ENGINEER'S obligations to indemnify and hold harmless Indemnitees from
10 third party claims.
- 11 5. In the event there is conflict between the indemnity and defense provisions and California Civil Code
12 Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil
13 Code sections 2782 and 2782.8.

14 **H. Quality Control**

15 ASSESSMENT ENGINEER shall implement and maintain the following quality control procedures during
16 the preparation of the plans, estimates, calculations, data, reports, and documentation relating to
17 PROJECT. ASSESSMENT ENGINEER shall have a quality control plan in effect during the entire time
18 services are being performed under the contract. The plan shall establish a process whereby reports are
19 reviewed and calculations are independently checked, plans checked, corrected and back-checked, and
20 all job related correspondence and memoranda routed and received by affected persons and then bound
21 in appropriate job files. The COUNTY PROJECT MANAGER may request evidence that the quality
22 control plan is functional.

23 **I. Disputes**

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

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

14 **J. 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 ASSESSMENT ENGINEER.
- 17 2. In the event of termination of the Agreement, upon demand, ASSESSMENT ENGINEER shall deliver to
18 COUNTY all plans, estimates, calculations, data, reports, documentation, drawings, specifications, and all
19 other materials and documents prepared by ASSESSMENT ENGINEER in the performance of this
20 Agreement. All such documents and materials shall be property of COUNTY.
- 21 3. In the event that the contract is terminated, ASSESSMENT ENGINEER is entitled to full payment for all
22 services performed up to the time written notice of contract cancellation is received by ASSESSMENT
23 ENGINEER. Payment shall be made for actual services performed in the performance of the PROJECT
24 to date based upon Appendix A, Scope of Services, as contracted for, less payments made to date; plus
25 any amount for authorized, but unpaid, extra work performed and costs incurred.

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

27 COUNTY may terminate this agreement and be relieved of the payment of any consideration to
ASSESSMENT ENGINEER should ASSESSMENT ENGINEER fail to perform the covenants herein

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

5 **L. Insurance**

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

10 1. Workers' Compensation:

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

15 2. Commercial General Liability:

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

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

1 negligence of County insureds; however, any actual negligence of County insureds will only affect the
2 duty to indemnify for the specific act found to be negligence, and will not preclude a duty to indemnify for
3 any act or omission of ASSESSMENT ENGINEER.

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

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

14 3. Vehicle Liability:

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

25 4. Professional Liability:

26 ASSESSMENT ENGINEER shall maintain Professional Liability Insurance providing coverage for
27 performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per
occurrence and \$2,000,000 annual aggregate. If ASSESSMENT ENGINEER'S Professional Liability

1 Insurance is written on a claims-made basis rather than an occurrence basis, such insurance shall
2 continue through the term of this Agreement. Upon termination of this Agreement or the expiration or
3 cancellation of the claims made insurance policy ASSESSMENT ENGINEER shall purchase at his sole
4 expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates
5 Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this
6 Agreement; or, 3) demonstrate through Certificates of Insurance that ASSESSMENT ENGINEER has
7 maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2)
8 or 3) will continue for as long as allowed by law.

9 5. General Insurance Provisions - All lines:

- 10 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of
11 California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements
12 are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a
13 requirement for a particular insurer such waiver is only valid for that specific insurer and only for one
14 policy term.
- 15 b. The ASSESSMENT ENGINEER must declare its self-insured retentions. If such self-insured
16 retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the
17 County Risk Manager before the commencement of operations under this Agreement. Upon
18 notification of self insured retentions which are deemed unacceptable to the COUNTY, at the election
19 of the County's Risk Manager, ASSESSMENT ENGINEER shall either; 1) reduce or eliminate such
20 self-insured retentions as respect to this Agreement with the COUNTY, or 2) procure a bond which
21 guarantees payment of losses and related investigations, claims administration, defense costs and
22 expenses.
- 23 c. The ASSESSMENT ENGINEER shall cause their insurance carrier(s) to furnish the COUNTY with 1)
24 a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements
25 effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the County
26 Risk Manager, provide original Certified copies of policies including all Endorsements and all
27 attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and
policies of insurance shall contain the covenant of the insurance carrier(s) shall provide no less than

1 thirty (30) days written notice or ten (10) days in the event of cancellation for nonpayment of premium
2 be given to the COUNTY prior to any cancellation of such insurance. In the event of a material
3 modification or cancellation of coverage, this Agreement shall terminate forthwith, unless the
4 COUNTY receives, prior to such effective date, another properly executed original Certificate of
5 Insurance and original copies of endorsements or certified original policies, including all
6 endorsements and attachments thereto evidencing coverages and the insurance required herein is in
7 full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign
8 the original endorsements for each policy and the Certificate of Insurance. ASSESSMENT
9 ENGINEER shall not commence operations until the COUNTY has been furnished original Certificate
10 (s) of Insurance and certified original copies of endorsements or policies of insurance including all
11 endorsements and any and all other attachments as required in this Section. Submittal of certificates
12 to County and review or approval of certificates by County does not relieve ASSESSMENT
13 ENGINEER of its duties to provide insurance which fully complies with the terms stated above.

- 14 d. It is understood and agreed by the parties hereto and the ASSESSMENT ENGINEER's insurance
15 company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed
16 as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions
17 or self-insured programs shall not be construed as excess.
- 18 e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope
19 of services or performance of work the Risk Manager of the County of Riverside reserves the right to
20 adjust the types of insurance required under this Agreement and the monetary limits of liability for the
21 insurance coverages required herein, if; in the County Risk Manager's reasonable judgment, the
22 amount or type of insurance carried by the ASSESSMENT ENGINEER has become inadequate.
- 23 f. ASSESSMENT ENGINEER shall pass down the insurance obligations contained herein to all tiers of
24 subcontractors working under this Agreement

25 **M. Conflict of Interest**

26 ASSESSMENT ENGINEER warrants, by execution of this contract, that no person or selling agency has
27 been employed or retained to solicit or secure this contract upon an agreement or understanding for a
commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide

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

9 **N. Legal Compliance**

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

14 **O. Nondiscrimination**

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

1 compliance with such Regulations, orders and instructions. Where any information required of
2 ASSESSMENT ENGINEER is in the exclusive possession of another who fails or refuses to furnish this
3 information, ASSESSMENT ENGINEER shall so certify to COUNTY, or the Federal Highway
4 Administration as appropriate and shall set forth what efforts he has made to obtain the information.

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

- 8 • Withholding of payments to ASSESSMENT ENGINEER under the contract until ENGINEER
9 complies;
- 10 • Cancellation, termination, or suspension of the contract in whole or in part.

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

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

16 **P. Review and Inspection**

17 ASSESSMENT ENGINEER and any Subcontractors shall permit COUNTY to review and inspect
18 PROJECT activities including review and inspection on a daily basis.

19 **Q. Record Retention / Audits**

20 1. ASSESSMENT ENGINEER, Subcontractors, and COUNTY shall maintain all books, documents, papers,
21 accounting records, and other evidence pertaining to the performance of the contract, but not limited to,
22 the costs of administering the contract. All parties shall make such materials available at their respective
23 offices at all reasonable times during the contract period and for three years from the date of final
24 payment under the contract.

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

1 **R. Ownership of Data**

2 Ownership and title to all plans, estimates, calculations, data, reports, and documentation produced as
3 part of this contract will automatically be vested in COUNTY and no further agreement will be necessary
4 to transfer ownership to COUNTY.

5 **S. Confidentiality of Data**

- 6 1. All financial, statistical, personal, technical or other data and information which is designated confidential
7 by COUNTY or AGENCIES, and made available to ASSESSMENT ENGINEER in order to carry out this
8 contract, shall be protected by ASSESSMENT ENGINEER from unauthorized use and disclosure.
- 9 2. Permission to disclose information on one occasion for a public hearing held by COUNTY or AGENCIES
10 relating to this contract shall not authorize ASSESSMENT ENGINEER to further disclose such
11 information or disseminate the same on any other occasion.
- 12 3. ASSESSMENT ENGINEER shall not comment publicly to the press or any other media regarding this
13 contract, including COUNTY or Agencies actions regarding this contract. Communication shall be limited
14 to COUNTY, Agency or ASSESSMENT ENGINEER's staff that are involved with the project, unless
15 ASSESSMENT ENGINEER shall be requested by COUNTY to attend a public hearing or respond to
16 questions from a Legislative committee.
- 17 4. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and
18 nondisclosure of the same.
- 19 5. ASSESSMENT ENGINEER shall not issue any news release or public relations item of any nature
20 whatsoever regarding work performed or to be performed under this contract without prior review of the
21 contents thereof by COUNTY and receipt of COUNTY's written permission.

22 **ARTICLE IV • PERFORMANCE**

23 **A. Performance Period**

- 24 1. This Contract shall begin upon notification to proceed by the COUNTY PROJECT MANAGER.
- 25 2. ASSESSMENT ENGINEER is advised that any recommendation for contract award is not binding on
26 COUNTY until the proposed contract fully executed and approved by COUNTY.
- 27 3. ASSESSMENT ENGINEER shall perform PROJECT services in accordance with the provisions set forth
in Appendix A, Scope of Services, which is attached hereto and incorporated herein by reference.

- 1 4. Where ASSESSMENT ENGINEER is required to prepare and submit plans, estimates, calculations, data,
2 reports, documents, and/or other work products, etc., to COUNTY, these shall be submitted in draft as
3 scheduled, and the opportunity provided for COUNTY to offer comments, prior to final submission.
- 4 5. When COUNTY determines that ASSESSMENT ENGINEER has satisfactorily completed the PROJECT
5 services, COUNTY shall give ASSESSMENT ENGINEER a written Notice of Final Acceptance.
6 ASSESSMENT ENGINEER shall not incur any further costs hereunder unless so specified in the Notice
7 of Final Acceptance.
- 8 6. Time is of the essence in this agreement.

9 **B. Reporting Progress**

- 10 1. As part of the monthly invoice ASSESSMENT ENGINEER shall submit a progress report in accordance
11 with COUNTY Engineering Services Progress Reporting Guidelines. Progress Reports shall indicate the
12 progress achieved during the previous month in relation to the Scope of Services. Appendix A, which is
13 attached hereto and incorporated herein by reference. Submission of such progress report by
14 ASSESSMENT ENGINEER shall be a condition precedent to receipt of payment from COUNTY for each
15 monthly invoice submitted.
- 16 2. To ensure understanding and performance of the contract objectives, meetings between COUNTY,
17 AGENCIES, and ASSESSMENT ENGINEER shall be held as often as deemed necessary. All work
18 objectives, ASSESSMENT ENGINEER's work schedule, the terms of the contract and any other related
19 issues will be discussed and/or resolved. ASSESSMENT ENGINEER shall keep minutes of meetings
20 and distribute copies of minutes as appropriate.

21 **C. Evaluation of ASSESSMENT ENGINEER**

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

23 **ARTICLE V • COMPENSATION**

24 **A. Work Authorization**

25 ASSESSMENT ENGINEER shall not commence performance of any work or PROJECT services until
26 directed by COUNTY. No payment will be made for any work performed prior to approval of this contract.

27 **B. Basis of Compensation**

1. PROJECT services as provided under this agreement as described in the Appendix A, Scope of Services,

1 shall be compensated for as defined in Appendix B, Budget & Fee Schedule of Services, which is
2 attached hereto and incorporated herein by reference.

- 3 2. The total annual amount of this contract shall not exceed \$125,000 per year.
- 4 3. No additional compensation for Extra Work will be paid except upon the issuance of an Extra Work Order
5 by COUNTY.
- 6 4. The consideration to be paid ASSESSMENT ENGINEER, as provided herein, shall be in compensation
7 for all of ASSESSMENT ENGINEER's expenses incurred in the performance hereof, including travel and
8 per diem, unless otherwise expressly so provided in Appendix B, Budget & Fee Schedule of Services
- 9 5. The term of this Agreement shall be for three (3) years from the date it is approved by the Board of
10 Supervisors. At the end of the three (3) years, this Agreement may be renewed annually for two (2) more
11 years upon mutual agreement between COUNTY and ASSESSMENT ENGINEER.


12 **C. Progress Payments**

- 13 1. ASSESSMENT ENGINEER shall submit monthly invoices for PROJECT Services in accordance with
14 Appendix B, Budget & Fee Schedule of Services, and in accordance with COUNTY Engineering Services
15 Invoicing Procedures.
- 16 2. ASSESSMENT ENGINEER shall submit an invoice each month for PROJECT services performed during
17 the preceding month. Invoices shall be submitted to the COUNTY PROJECT MANAGER and shall be
18 included with a Progress Report covering the same period as the submitted invoice. Invoices shall show
19 separate line item totals for each work order or extra work task.
- 20 3. Progress payments will be based on PROJECT services provided and actual costs incurred.
- 21 4. Progress payments will be made as promptly as fiscal procedures will permit upon receipt by the
22 COUNTY PROJECT MANAGER of itemized invoices.

1 **APPROVALS**

2
3 **COUNTY Approvals**

4 RECOMMENDED FOR APPROVAL:

5  Dated: 4/23/13
6 JUAN C. PEREZ
7 Director of Transportation

8 APPROVED AS TO FORM:

9  Dated: 5/2/13
10 MARSHA VICTOR
11 County Counsel

12 APPROVAL BY THE BOARD OF SUPERVISORS:

13 _____ Dated: _____
14
15 JOHN J. BENOIT
16 Chairman, Riverside County Board of Supervisors


17 ATTEST:

18 _____ Dated: _____
19 KECIA HARPER-IHEM
20 Clerk of the Board

21
22 Clerk of the Board (SEAL)
23
24
25
26
27

ASSESSMENT ENGINEER Approvals

ASSESSMENT ENGINEER:

 Dated: 5/3/2013
BRUCE W KIRBY P.E.
Professional Civil Engineer 42393
PSOMAS

ASSESSMENT ENGINEER PROJECT MANAGER:

 Dated: 5/3/2013
LENI ZARATE
Associate, Vice President
PSOMAS

APPENDIX A • SCOPE OF SERVICES

The types of services shall include but are not limited to the following:

- Coordinate with RCTD staff to obtain all necessary information needed to provide the services requested, such as assessor's files, copies of secured rolls, boundary maps, and budget information.
- Prepare sections up to and including complete report of all annual and future annexation Engineer's Reports for L&LMD No. 89-1-C, which will include the appropriate fiscal year budget information, listing of improvements being maintained, benefit spread methodology, and a listing of parcels being assessed and their corresponding assessment amount. These reports will meet all legal requirements and will provide continued justification for the levies, budgets for levy expenditures by expenditure type, and specific levies for each parcel.
- Sign and approve all annual and future annexation Engineer's Reports and provide an original plus one copy in printed format and a copy in PDF format.
- Prepare cost estimate as needed for work assigned from RCTD to Assessment Engineer.
- Provide all the same services as called out in this agreement for future annexations to L&LMD No. 89-1-C. Significant changes or annexations may result in additional fees which will be addressed in an amendment to this contract.
- Annually prepare and submit to RCTD a disk with assessment data in "ASCII text", an acceptable media format that is compatible with the County of Riverside Auditor-Controller's Office (ACO), for its use in entering individual parcel levy amounts onto the tax bill, included with the enabling resolution.
- Prepare ACO required correspondence: summary statement, sample signature sheet (of those authorized to request changes to the tax roll and correction of fixed charges), and Proposition 218 compliance letters.
- Upon receipt of a reject list from the ACO, revise parcel numbers and report the remaining levy amount to the ACO.
- Provide for meetings with RCTD budgets, findings, recommendations, and development review meetings.
- Assist COUNTY in addressing property owners or residents with questions concerning charges

1 on property tax bills, and other related issues.

- 2 • In addition to any meetings with Staff, a representative of the engineering firm is expected to
- 3 attend the public hearings at the Board of Supervisors' Meeting for new annexations and the annual
- 4 public hearing in July to respond to any questions that may be asked concerning the annexation or
- 5 levy.
- 6 • All working papers and reports must be retained, at the engineering firm's expense, for a
- 7 minimum of five (5) years, unless the firm is notified in writing by RCTD/COUNTY of the need to
- 8 extend the retention period. The engineering firm will be required to make working papers available
- 9 upon request of RCTD/COUNTY. In addition, the engineering firm shall respond to the reasonable
- 10 inquiries of successor engineering firms and allow the review of working papers relating to matters of
- 11 continuing significance.

12
13 **APPENDIX B • BUDGET & FEE SCHEDULE OF SERVICES**

14 **1. Time for Performance**

15 No referral for review can be made or work commences on any referral until this Agreement is

16 executed by both parties.

17 The term of this Agreement shall be for three (3) years from the date it is approved by the Board

18 of Supervisors. At the end of the three (3) years, this Agreement may be renewed annually for two (2)

19 more years upon mutual agreement between COUNTY and ASSESSMENT ENGINEER.

20 Upon COUNTY's authorization to proceed, ASSESSMENT ENGINEER shall diligently perform

21 the services described in Appendix "A".

22 ASSESSMENT ENGINEER shall meet at mutually agreeable times with COUNTY to review

23 progress of work, adherence to time schedule, coordination of work, scheduling study or plan reviews

24 and to resolve any work, scheduling or review problems that may develop. Within five (5) working days

25 of each meeting, ASSESSMENT ENGINEER shall prepare a memorandum summarizing the results of

26 the meeting and shall submit it to COUNTY for concurrence.

27 **2. Project Schedule**

The project schedule from initial submittal (new annexation) to completion is noted below:

ACTION	SAMPLE DATES	RESPONSIBILITY	
		RCTD	PSOMAS
Accept petition for annexation and review accompanying documentation			
Email proper staff noting which conditions have been "MET"			
Submit processing fee to accounting for processing			
Request 1 st & 2 nd resolution numbers from COB			
E-mail waiver form to project proponent or agent for signature			
Prepare budget & notify project proponent or agent of amount - email			
Prepare Form 11 & first two resolutions			
Prepare Exhibit A/Assessment Diagram (part of resolutions & Engineer's Report)			
Prepare Engineer's Report			
Prepare Ballot Package (Ballot, Impartial Analysis, Public Hearing Notice, Resolution to set time and place of public hearing, and Exhibit A)			
1 st Form 11, Resolutions 1 & 2, & Exhibit A to County Counsel (5 weeks prior to BOS meeting)	02/06/13		
1 st Form 11, Resolution 1 & 2, & Engineer's Report to Director (4 weeks prior to BOS meeting)	02/13/13		
E-Mail PDF of Resolution 1 & 2 (with County Counsel approval) & Engineer's Report to COB (2 weeks prior to BOS meeting)	02/28/13		
1 st Form 11, Resolution 1 & 2, & hard copies (original & 1 copy) of Engineer's Report to Executive Office (2 weeks prior to BOS meeting)	02/28/13		
1 st BOS meeting (initiate proceedings)	03/12/13		
Mail ballot package to property owner (directly after BOS approval and at least 45 days prior to public hearing)	03/13/12		
Prepare 2 nd Form 11 (for Public Hearing)			
2 nd Form 11 (public hearing) to County Counsel (5 weeks prior to BOS meeting)	03/28/13		

ACTION	SAMPLE DATES	RESPONSIBILITY	
		RCTD	PSOMAS
2 nd Form 11 (public hearing) to Director (4 weeks prior to BOS meeting)	04/04/13		
2 nd Form 11 (public hearing) to Executive Office (2 weeks prior to BOS meeting)	04/18/13		
2 nd BOS meeting (public hearing)	04/30/12		
Tally ballot votes (day after public hearing)	05/01/13		
Request 3 rd resolution # from COB (N/A for failed resolutions)			
Prepare 3 rd Form 11 & Resolution			
3 rd Form 11 & Resolution to County Counsel (5 weeks prior to BOS meeting)	05/15/13		
3 rd Form 11 & Resolution to Director (4 weeks prior to BOS meeting)	05/22/13		
E-Mail PDF of 3 rd Resolution (with County Counsel approval) to COB (2 weeks prior to BOS meeting)	06/06/13		
3 rd Form 11 & Resolution to Executive Office (2 weeks prior to BOS meeting)	06/06/13		
3 rd BOS meeting (confirmation)	06/18/13		
Submit e-mail to appropriate staff to indicate annexation condition has been met			
Request Fund Numbers (for ACO submittal)			
Prepare Prop 218 form for signature (for ACO submittal)			
Transmit Assessment to Auditor-Controller's Office	08/12/13		

Project schedule is similar fashion for annual Engineer Reports as needed.

ASSESSMENT ENGINEER shall be responsible for responding to all routine inquiries from developer/developer's engineer and/or COUNTY. ASSESSMENT ENGINEER shall refer inquiries to COUNTY on standard and/or policy conformance matters.

ASSESSMENT ENGINEER shall provide a representative to assist COUNTY staff with the

interpretation of documents, when requested, during the review period where the need for such assistance arises from lack of clarity or incompleteness of work.

On-Call Assessment Engineering Services will be compensated on a Time and Materials basis.

The personnel classifications and corresponding agreed-to hourly rates include:

Standardized Fee Schedule – Assessment Engineer Services	
Personnel Classification	Hourly Rate
Project Manager – per hour	\$ 185.00
QA/QC Manager – per hour	\$ 210.00
Civil Engineer – per hour	\$ 210.00
GIS Consultant – per hour	\$ 210.00
Financial Analyst – per hour	\$ 110.00
Database Administrator – per hour	\$ 130.00
Administrative Assistant - per hour	\$ 150.00

Flat rate fee for New LMD Annexations is as follows:

Newly created LMD Number of Parcels within Engineer's Report	Base Fee	PLUS Per Parcel Fee
1 thru 10	\$1,555	\$25.00
11 thru 150	\$2,484	\$20.00
151 thru 400	\$3,416	\$10.00
401 +	\$4,347	\$2.50

Fee above does not include legal advertising, requesting resolution number from Clerk of the Board, Board of Supervisor's meetings, or any unordinary requests or special circumstances.

Compensation for services shall be per the following:

1. All new annexations shall be rendered at flat rates as outlined in the New LMD Annexations Table.
2. All Annual Engineer's Reports services shall be rendered at rates under the Standardized Rate Schedule.
3. All other items not specifically called out shall be rendered at rates under the Standardized Rate Schedule. No overtime work shall be performed unless prior authorization is obtained from COUNTY.
4. The total annual amount of this contract shall not exceed \$125,000 per year.